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Chief Executive Officer

## County of Los Angeles CHIEF EXECUTIVE OFFICE

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# ADOPTED

BOARD OF SUPERVISORS  
COUNTY OF LOS ANGELES

March 05, 2019

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

20 March 5, 2019

CELIA ZAVALA  
EXECUTIVE OFFICER

Dear Supervisors:

**SUCCESSOR MEMORANDA OF UNDERSTANDING FOR BARGAINING UNITS  
321 (PHYSICIAN ASSISTANTS), 323 (INTERNS AND RESIDENT PHYSICIANS),  
421 (AUTOMOTIVE AND EQUIPMENT MAINTENANCE AND REPAIR),  
721 (PSYCHIATRIC SOCIAL WORKERS), 724 (SUPERVISORY PROFESSIONAL  
SOCIAL WORKERS), 802 (CHILD SUPPORT ATTORNEYS),  
AND 821 (AGRICULTURAL INSPECTORS)  
ALL DISTRICTS  
(4 VOTES)**

### SUBJECT

This letter and accompanying ordinance requests approval of the successor Memoranda of Understanding (MOUs) that provides for contract extensions for three years and salary adjustments, and extends certain pay practices to related non-represented classifications.

### **IT IS RECOMMENDED THAT THE BOARD:**

1. Approve the accompanying successor Memorandum of Understanding (MOU) between the County and Association of Federal, State, County and Municipal Employees (AFSCME), Council 36, Local 1271 for Bargaining Unit 321 (Physician Assistants).
2. Approve the accompanying successor MOU between the County and the Committee of Interns and Resident Physicians for Bargaining Unit 323 (Interns and Resident Physicians).
3. Approve the accompanying MOU between the County and the AFSCME, Council 36, Local 119 for Bargaining Unit 421 (Automotive and Equipment Maintenance and Repair).

4. Approve the accompanying successor MOU between the AFSCME, Local 2712 for Bargaining Unit 721 (Psychiatric Social Workers).
5. Approve the accompanying successor MOU between the AFSCME, Local 3511 for Bargaining Unit 724 (Supervisory Professional Social Workers).
6. Approve the accompanying successor MOU between the AFSCME, Council 36 for Bargaining Unit 802 (Child Support Attorneys).
7. Approve the accompanying successor MOU between the AFSCME, Local 830 for Bargaining Unit 821 (Agricultural Inspectors).
8. Approve the accompanying ordinance amending Title 6 – Salaries, of the Los Angeles County Code providing for salary adjustments and related changes for non-represented employees.
9. Instruct the Auditor-Controller to make all payroll system changes necessary to implement the recommendations contained herein.

## **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

### **BACKGROUND**

Successor MOUs for most Safety and SEIU bargaining units and certain independent bargaining units were approved by the Board of Supervisors (Board) on October 16, 2018, November 20, 2018, February 12, 2019, and February 19, 2019. These MOUs provide for salary increases totaling seven percent (7%) over a 3-year period. In conjunction with the successor MOUs, the Board approved corresponding salary movements for non-represented employees.

### **Successor MOU Amendments**

These successor MOUs provide for the terms and conditions for Bargaining Units 321, 323, 421, 721, 724, 802, and 821 for three (3) years – October 1, 2018 through September 30, 2021.

We are requesting your approval of the successor MOUs with general salary increases for units 321, 323, 421, 721, 724, 802 and 821 as follows:

- 8 levels (approximately 2%) effective October 1, 2018
- 10 levels (approximately 2.5%) effective October 1, 2019
- 10 levels (approximately 2.5%) effective October 1, 2020

In addition, for certain bargaining units, various market-based “inequity adjustments” are recommended in support of recruitment and retention efforts, and certain differentials or special pay practices were adjusted or established.

### **Non-Represented Employees**

In light of these agreements, it is appropriate to extend comparable pay adjustments and market-based inequity adjustments for certain non-represented employees, to maintain appropriate internal pay relationships with represented employees.

## Updates and Technical Corrections

Finally, we are making various routine updates, and technical changes and corrections, including adjusting the special pay practices (shift differentials) and Peace Officer Standards and Training bonuses applicable to non-represented employees, amending a compensatory overtime provision, updating the salary rates for classifications subject to the Chief Executive Officer performance-based pay plan, correcting a reference in the salary notes, and updating the department provisions for the Department of Health Services to extend a bonus provision for certain non-represented pharmacists.

## **Implementation of Strategic Plan Goals**

The actions recommended in this Board letter promote the County's Strategic Plan Goal of Fiscal Sustainability by providing a wage and benefit structure that is financially responsible.

## **FISCAL IMPACT/FINANCING**

The provisions of the successor MOUs have been ratified by the unions and are within the parameters established by the Board. The County's pension actuary, Cheiron, Inc., has advised that the proposed compensation adjustments do not exceed the increase in payrolls assumed in the current actuarial valuation of the retirement plan. Therefore, there will be no negative impact on the funded status of the retirement system.

The salary movement for the term of the aforementioned contracts has been accounted into the County budget for Fiscal Year 2018-2019.

## **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

Successor MOUs provide for a seven percent (7%) salary increase over three years.

The accompanying successor MOUs and ordinance have been approved as to form by the County Counsel.

## **IMPACT ON CURRENT SERVICES (OR PROJECTS)**

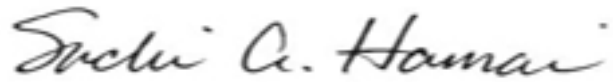
No impact on current services.

The Honorable Board of Supervisors

3/5/2019

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Respectfully submitted,

A handwritten signature in black ink that reads "Sachi A. Hamai". The signature is written in a cursive, flowing style.

SACHI A. HAMAI

Chief Executive Officer

SAH:JJ:MM:MTK

TP:NV:PB:mst

Enclosures

c: Executive Office, Board of Supervisors  
County Counsel  
Auditor-Controller  
Human Resources  
All Department Heads  
American Federation of State, County and  
Municipal Employees Local 685, AFL-CIO  
Committee of Interns and Resident Physicians

MEMORANDUM OF UNDERSTANDING  
FOR JOINT SUBMISSION  
TO BOARD OF SUPERVISORS  
REGARDING THE  
PHYSICIAN ASSISTANTS AND SENIOR PHYSICIAN ASSISTANTS

THIS MEMORANDUM OF UNDERSTANDING made and entered into this 5<sup>th</sup> day of  
March 2019,

BY AND BETWEEN

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

AND

American Federation of State, County, and  
Municipal Employees Council 36, Local 1271  
(hereinafter referred to as "AFSCME Local  
1271" 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 Council 36 was certified on March 22, 2010 by the County Employee Relations Commission (Employee Relations Commission File No. CP 01-10) as the majority representative of County employees in the Physician Assistant/Senior Physician Assistant Unit (hereinafter "unit"). Management hereby recognizes AFSCME Local 1271 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 Physician Assistants (Item number 5047) and Senior Physician Assistants (Item number 5051).



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 AFSCME, Local 1271 and all other rights in the Employee Relations Ordinance and Government Code, Sections 3500 through 3511.

The provisions of this Memorandum of Understanding shall be applied equally to all employees covered hereby without favor or discrimination because of race, color, sex, sexual orientation, age, national origin, political or religious opinions or affiliations, or 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 the County 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 Los Angeles County Code, required to implement the full provisions of Articles; and
- C. Acts to appropriate the necessary funds required to implement the provisions of this Memorandum of Understanding which require funding.

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

Implementation shall be effective as of ratification of 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 the terms and conditions for its effectiveness, as set forth in Article 3, Implementation, are fully met, but in no event shall said Memorandum of Understanding become effective prior to 12:01 a.m. on October 1, 2018. This Memorandum of Understanding shall expire and otherwise be fully terminated at 12:00 midnight on September 30, 2021.

ARTICLE 5            RENEGOTIATION

In the event either party hereto desires to negotiate a successor Memorandum of Understanding, such party shall serve upon the other during the period from May 1, through May 31, 2021, its written request to commence negotiations as well as its initial 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, 2021 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, 2021, unless the parties mutually agree to continue negotiations.

It is the intent of the parties to engage in good faith negotiations and endeavor to reach agreement on a successor Memorandum of Understanding.

A maximum of seven (7) members of Unit 321 shall be released to participate in successor contract negotiations. For employees working on an evening or night shift the County will coordinate temporary work schedule/shift changes with Departments subject to operational considerations to facilitate negotiations for a successor MOU.

ARTICLE 6            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 in which the employee is specifically named, by a person or entity other than County in a court of competent jurisdiction, on account of any act or omission occurring within the course and scope of his/her employment as an employee of County pursuant to Government Code Section 825 *et seq.*

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 7            GRIEVANCE PROCEDURESection 1.            Purpose

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

Section 2.            Definitions

1.     Wherever used, the term "employee" means either employee or employees as appropriate.
  
2.     "Grievance" means a complaint by an employee concerning the interpretation or application of the provisions of this Memorandum of Understanding or of rules and regulations governing personnel practices or working conditions, which complaint has not been resolved satisfactorily in an informal manner between the employee and his/her immediate supervisor.
  
3.     "Days" means calendar days exclusive of Saturdays, Sundays, and 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 AFSCME Local 1271 representatives as specified in Article 31, AFSCME Representative 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 24, AFSCME Local 1271 Stewards/Officers.
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 AFSCME Local 1271 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/her 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 ten (10) 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, AFSCME Local 1271 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, AFSCME Local 1271 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 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, discharge, reductions, and discrimination; nor
  
- C. The interpretation, application, merits, or legality of the rules or regulations of the Department Head, the Chief Executive 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 AFSCME Local 1271 desires to request that a grievance, which meets the requirement of Paragraph 2 hereof, be submitted to arbitration, it shall within the time requirements set forth above send a written request to County's Employee Relations Commission with a copy thereof simultaneously transmitted to County's Office of Human Resources, Chief Executive 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 for arbitration, the parties shall request that the Employee Relations Commission provide them with 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 AFSCME Local 1271 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 AFSCME Local 1271 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 AFSCME Local 1271. 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. AFSCME Local 1271 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
  - Clinical Supervision

ARTICLE 8            GRIEVANCE GENERAL-IN-CHARACTER

In order to provide an effective mechanism whereby disagreements between the AFSCME Local 1271 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 occurrence, where AFSCME Local 1271 has reason to believe that Management is not correctly interpreting or applying any of the provisions of this Memorandum of Understanding, AFSCME Local 1271 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 Executive Officer. Such written request shall set forth in detail the facts giving rise to the request for the meeting and shall set forth the proposed resolution sought.

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

- B. Within ten (10) business days of such meeting, and in the event the matter is not satisfactorily resolved, AFSCME Local 1271 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 the authority to resolve the matter or their authorized representatives, including the Chief Executive Officer or his/her 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 7, the disagreement may be submitted to arbitration in accordance with the provisions of Section 7 of Article 7 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 7 of this Memorandum of Understanding. Instead, this Article is intended to provide a procedure to resolve disagreements affecting the rights of the parties or disagreements arising from the application of the terms of this Memorandum of Understanding affecting the working conditions of a significantly large number of employees in the unit, as distinguished from the rights of individual employees. Accordingly, the parties agree that the procedures set forth herein shall not be implemented where the dispute or complaint involved is or could be effectively brought by an employee or employees, and otherwise processed through the Grievance Procedure set forth in Article 7 hereof.

ARTICLE 9            EXPEDITED ARBITRATION

1. This is an alternate to the procedure set forth in Section 7, Arbitration, of Article 7, 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 Executive Officer, 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) 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 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
  - Leaves of Absence
  - Authorized Agents
  - Provisions of Law

ARTICLE 10      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 11      ALTERNATIVES TO LAYOFFS

Section 1.    Board Policy on Workforce 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 of 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 CEO to reduce or discontinue departmental personnel services contracts, and allow voluntary demotions before laying off any member of a bargaining unit.

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

Section 3. Enhanced Voluntary Time-Off

In order to further mitigate the adverse impact of workforce reductions the Department of Human Resources and Chief Executive 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.

ARTICLE 12AUTHORIZED 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 Executive Officer or his duly authorized representative (Address: 500 West Temple Street, Room 774-A, Los Angeles, California 90012; Telephone: (213) 974-4029), except where a particular Management representative is specifically designated in connection with the performance of a specified function or obligation set forth herein.
  
- B. AFSCME, Local 1271 principal authorized agent shall be: Executive Board, AFSCME, Local 1271, AFL-CIO (address: 514 South Shatto Place, Los Angeles, CA 90020, Telephone: (213) 487-9887).

ARTICLE 13      OVERTIMESection 1.      Compensation

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

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

The County will pay employees for any overtime worked at a rate of one and one-half (1 ½) times his/her regular rate of pay. Regular rate of pay shall be calculated as provided for by the Fair Labor Standards Act.

- B. With the approval of departmental management, an employee in the bargaining unit may elect to accrue up to forty (40) hours of FLSA overtime on the books to be used as compensatory time off in lieu of pay at the rate of one and one-half (1 ½) hours for each hour of overtime worked. Time "on the books" may 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. Accrued compensatory time shall be paid prior to any promotions.

An employee who wants to use his/her accumulated compensatory time must submit a written request ten (10) working days in advance of the dates for which time off is desired. Such accumulated compensatory time may be taken off subject to staffing requirements and with prior written approval by departmental management. 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.

Management may direct an employee to use his/her excess accumulated time provided the employee is given ten (10) working days' notice. At the discretion of management, an employee may be paid for a portion or all of his/her CTO at any time.

Employees may not accrue overtime hours which are worked during a Board of Supervisors, State, or Federally declared emergency and/or disaster periods, unless management approves the accrual of such overtime hours.

Section 2.            Savings Clause

If, during the term of this agreement, the Fair Labor Standards Act is delayed by law or is determined not to be applicable to all or any classification of public employees or public agencies through legislation, regulation, or court decision, the overtime provisions of the 1983-85 AFSCME Local 119 MOU shall be reincorporated into this MOU and applied in this Unit and any contrary language shall be deleted subsequent to the effective date of such action.

Section 3.            Distribution of Overtime

Management shall assign overtime work as equitably as possible among all qualified employees in the same classification in the same organizational unit and work location. In the assignment of overtime under this provision, however, management may consider special skills required to perform particular work.

Section 4.            Management Authority

It is agreed and understood that nothing herein is intended to limit or restrict the authority of management to require any employee to perform overtime work, and it is further agreed that overtime will be ordered and worked only when required to meet the County's public service obligations.

ARTICLE 14            WORK SCHEDULES

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

Section 1.    Work Shift

Employees shall be scheduled to work on regular work shifts having regular starting and quitting times. Except for emergencies (See Section 6), employee's work schedules shall not be changed without at least ten (10) working days written notice to the employee before the change is to be implemented. "Written notice" means a personal e-mail notification; making changes on the schedule alone does not constitute notification to the employee. Irregular work schedules shall not be changed without notice to the employee at least ten (10) working days prior to the date the change is to be effective.

Management and the union agree that if there is a change in the hours or days of operation for any facility which will affect the work schedules, management shall meet and consult with the union prior to any change taking place.

## Section 2. Workweek

For the purposes of computing overtime, the workweek for employees in this unit is forty (40) hours of work in a seven (7) consecutive day period as defined by management.

The normal workweek shall be five (5) consecutive workdays and two days of rest in a seven (7) consecutive day period except as provided in Section 5.

## Section 3. Rest Periods

A. Each eight (8) hour shift shall include two (2) fifteen (15) minute rest periods, scheduled according to the needs of the unit. This is exclusive of at least a thirty (30) minute lunch period.

B. For other than eight (8) hour shifts, an employee is entitled to a fifteen (15) minute paid rest for each four (4) hours of scheduled work time.

## Section 4. Workday

For full-time employees, eight (8) hours shall constitute a regular workday, unless a flextime work schedule has been arranged pursuant to Section 7.

## Section 5.

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



### Section 6. Emergencies

Nothing herein shall be construed to limit the authority of Management to make temporary assignments to different or additional locations, shifts or work duties for the purpose of meeting emergencies. However, such emergency assignments shall not extend beyond the period of such emergency, with Management making every reasonable effort to resolve the emergency conditions. An emergency condition is herein defined as an unforeseen happening requiring prompt action.

### Section 7. Flexible Working Hours

Nothing herein shall preclude Management from establishing flextime work schedules when the needs of the service permit. Upon request, a Unit member may be permitted a flextime schedule as mutually agreed upon by the employee and Management.

No facility is obliged to offer the following alternative work schedules. These are provided solely as examples of those currently in use in the County.

1. Four ten-hour workdays per week (4/40).
2. Eight nine-hour workdays and one eight-hour workday per two week period, allowing an additional day off every other week (9/80).
3. Employees work two twelve-hour shifts and two eight-hour shifts per week.
4. Employees work four twelve-hour shifts in one week, and accrue twelve hours compensatory time. For the next three weeks, they work three twelve-hour workdays per week and use four hours of compensatory time each week.

Section 8.

Full-time permanent Physician Assistants and Senior Physician Assistants may be granted the time necessary to complete required non-clinical duties.

ARTICLE 15      TRANSFERSSection 1.    Definition

For purposes of this article, transfer is defined as a permanent change of work location. Permanent change of work location may be the result of employee request, needs of the service, promotions, demotions, and administrative reassignments.

Section 2.    Voluntary Transfers within the Department of Health Services

PAs and Senior PAs who wish to transfer to a work location within the Department of Health Services 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 twelve (12) 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.

Before seeking candidates from promotional lists or new hires Management agrees to give serious consideration to each transfer request for equal level positions to employees who have the requisite skills/competencies and acceptance by the physician under whose license the Physician Assistant will work. Management will consider factors such as the employee's seniority, experience, academic training, professional skills and geographical location in making transfer decisions. 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. Management will make every effort to release an employee who has been offered and accepted a lateral transfer onto an authorized item, without any change in their classification title or employment status, within thirty days from the date of the request unless otherwise agreed to by the respective facility managers.

When, by virtue of hardship, Management is unable to grant a timely release for the lateral transfer of the employee, there shall be an attempt to negotiate a mutually agreed upon release date by/between the releasing/receiving managers and the affected employee.

### Section 3. Management-Initiated Transfers within Health Services

It is understood that transfers are not disciplinary actions. It does not reflect negatively on the performance of an employee who is the subject of a management initiated transfer.

In the case of a management-initiated transfer of an employee that is based upon the needs of the service, management shall give at least ten (10) business days written notice to the affected employee, unless an emergent situation necessitates immediate transfer.

In the case of an emergent situation, the transfer of the employee will continue only for the duration of the emergency.

When the demands of the service require that an employee be transferred, the selection of the employee transferred shall be based upon the needs of the operation, and/or based upon skills and competencies. In the selection process, Management will, in the following

order: First, consider all transfer requests previously received; Second, request volunteers; and Third, consider transfers on the basis of inverse County seniority. It is recognized that the needs of the service might mandate a selection outside of these criteria.

Section 4. Reassignment within the Department of Health Services

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

Section 5. Other departments

Current practices within other departments that use Physician Assistants, such as Sheriff's and Coroner, shall be controlling.

Section 6. Vacancy Notices

Vacancies shall be posted according to the procedures of DHS and all other Departments where PAs are assigned. AFSCME will be informed regarding the method to access the vacancy listing. Additionally, employees can access the NEOGOV system to obtain information on Physician Assistant transfer opportunities.

ARTICLE 16            HEALTH AND SAFETY

Section 1.    Parties' Responsibilities

- 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 Occupational Safety and Health Act of 1970 and the California Occupational Health Act of 1973, the Joint Commission 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/or to report any such unsafe and/or unhealthy practices, equipment or conditions to their immediate supervisors.

C. Safety Procedures

1. Management will provide personal protective equipment (PPE) appropriate to the unit service or department and consistent with the County's safety standards.
2. Employees are advised to notify their supervisors of any and all incidents involving injury or illness.
3. Management shall provide security at clinics whose hours extend past sunset while employees are on duty.

D. If a hazardous or unsafe condition cannot be satisfactorily remedied by the immediate supervisor, the employee or his/her representative may submit the matter to the local facility safety officer or the Department Safety Officer, if there is no local safety officer. The names, locations and phone numbers of the local safety officer and the departmental safety officer shall be posted in each facility adjacent to Cal OSHA notices. The safety officer will respond within five (5) business days. If the employee or his/her representative is not satisfied with the response of the Safety Officer, the Union may consult with the Risk Management Branch of the CEO or designee. A representative of such branch shall respond to the Department Head and the Union within ten (10) business days. If the Union is not

satisfied with the response of the Risk Management Branch of the CEO or designee, the issue may be taken within ten (10) business days to arbitration as set forth in Article 7, Grievance Procedure. During these ten (10) business days, consultation between the Department Head and the Union will take place, as an attempt to remedy the complaint.

- E. Employees in DHS who have been exposed to a communicable disease will be informed within five (5) business days once the County receives confirmed notice of the communicable disease. Existing facility/departmental Infection Control policies are to be followed as appropriate.

Section 2.            First Aid

The Department Safety Officer or appropriate representative will ensure access to first aid at all work facilities.

Section 3.            DHS Committees

- A. Where health/safety committees exist in the Department of Health Services and PAs are assigned at that facility, Physician Assistant representation shall be granted. Local 1271 will select one (1) PA to serve on the committee. Meeting shall be on County time for employees who are scheduled to work on scheduled



meeting dates. Employees not scheduled to work on scheduled meeting dates shall not be compensated but may attend scheduled meetings.

- B. Local 1271 may recommend a maximum of one (1) PA to serve on the Infection Control Committees where such committees exist in the Department of Health Services. Meeting shall be on County time for employees who are scheduled to work on scheduled meeting dates. Employees not scheduled to work on scheduled meeting dates shall not be compensated but may attend scheduled meetings.

Section 4.                    Blood Borne Pathogen Exposure

- A. Employees in this Unit who are at risk of direct exposure to blood or blood contaminated body fluids shall be entitled to receive Hepatitis B vaccine at no cost. Management shall provide periodic education to ensure implementation of universal precautions as recommended by Centers for Disease Control and Prevention (CDC).
- B. Employees requiring information regarding blood borne pathogen exposure or related issues may reference/contact any of the facility/department resources: infection control policies and procedures, infection control coordinator, employee/occupational health services, Los Angeles County Department of Public

Health, and the Center for Disease Control and Prevention at telephone number 1 (888) 232-3228 or website at [www.cdc.gov](http://www.cdc.gov).

- C. Management will provide members of this bargaining unit access to departmental and facility policies delineating the actions to be taken in the event an employee is exposed to a communicable disease or hazardous substance on the job.

Section 5.                    Critical Incidents Response

PAs will have access to crisis intervention through Department of Mental Health (213) 738-4431, Employee Assistance Program (213) 738-4200 or Employee Support Services (Sheriff's Department, (213) 738-3500) after experiencing a traumatic event during the course of employment.

Section 6.                    Notification and Response to Disasters and Public Health Emergencies

The Department of Health Services 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 the Joint Commission.

The Department of Health Services has established a Decontamination Response Plan for a variety of disasters. The Department shall notify the union within 60 days of any changes to the plan that significantly affect working conditions in non-disaster situations. The Department shall provide information and all medically necessary treatments in the

event of public health disasters, including but not limited to decontamination service and prophylaxis to affected employees.

ARTICLE 17

PARKING

Management will continue to make reasonable efforts to provide free parking at those facilities that have parking for employees who regularly find it necessary to use their own vehicle for transportation to their work location.

ARTICLE 18SPECIAL PAY PRACTICESSection 1. Evening and Night Shift Differential

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 bonus for each hour worked during such shift:

The evening shift differential shall be \$1.00 per hour bonus, and the night shift differential shall be \$1.25 per hour bonus for each hour worked during such shifts.

Effective October 1, 2017, the evening shift differential shall be \$1.05 per hour bonus, and the night shift differential shall be \$1.31 per hour bonus for each hour worked during such shifts.

Effective October 1, 2018, the evening shift differential shall be \$2.71 per hour bonus, and the night shift differential shall be \$3.62 per hour bonus for each hour worked during such shifts.

Section 2. Standby

- A. Persons employed in full-time permanent positions who are assigned to standby service at off-duty times as defined in County Code Section 6.10.120 may receive a bonus of \$1.00 per hour, not to exceed \$200.00 per month.

Effective October 1, 2017, said bonus shall be \$1.05 per hour, not to exceed \$200.00 per month.

Effective October 1, 2018, said bonus shall be \$3.25 per hour, not to exceed a maximum of \$900 per month total.

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

Section 3.                    Sheriff's Department Physician Assistants

Effective on the date the Board of Supervisors approves this MOU, any person in this bargaining unit who is employed by the L.A. County Sheriff's Department, Medical Services Bureau, in a permanent, full-time position and who is permanently assigned to work within a Sheriff's Custody facility, will be provided a 5.5% bonus.

Upon the integration of the L.A. County Sheriff's Department, Medical Services Bureau, into the Department of Health Services, qualifying persons in this bargaining unit permanently assigned to work within a Sheriff's Custody facility will continue to receive a 5.5% bonus.

Should the Department of Health Services identify a need to recruit Physician Assistants and/or Senior Physician Assistants to a Sheriff's Custody facility, employees holding the identified classifications will be provided a 5.5% bonus, effective the first date of permanent assignment to the facility.

If an employee's permanent assignment to a Sheriff's Custody facility ceases, the bonus shall be discontinued effective the employee's last date of permanent assignment to the facility.

Section 4.            Weekend Differential

Persons employed in classifications within this bargaining unit who work on a weekend (i.e., 7pm on Friday through 7am on Monday) shall receive an additional \$2.25 per hour differential for each hour worked on a weekend shift.

ARTICLE 19      OUT-OF-CLASS ASSIGNMENTSSection 1.    Definitions

- A. For the purpose of this Article, an out-of-class assignment is the full-time performance by a Physician Assistant of all the significant duties of an allocated, vacant\*, funded Senior Physician Assistant position.
- 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 twenty (20) consecutive working days, Management shall, upon the employee's or Union's written request for relief either: appoint the employee according to Civil Service Rules (if the person is appointed within 30 calendar days from the date of the request for relief, no bonus under this Article is to be paid); or 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 the request for relief (which 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.

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

ARTICLE 20            LEAVES OF ABSENCE

Section 1.            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.

Section 2.            Educational Leave

Pursuant to applicable provisions of the Civil Service Rules, and subject to the staffing needs of the department, educational leaves may be granted to permanent employees upon presentation of a plan for schooling designed to improve the employee's value to the County, and evidence of acceptance by an accredited college or university.

Section 3.            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 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 permanent 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, nurse mid-wife, or physician assistant), 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.

Section 4.            Family Leave

- A.     The parties agree that employees covered by this Memorandum of Understanding are subject to the provisions of the California 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, except that a domestic partner and their children may qualify an employee as eligible for FMLA/CFRA".

- B. 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.
  
- C. Absences incurred for a Family Leave qualifying reason may not be used for purposes of placing or keeping an employee on certified time or cited or referenced in any Performance Evaluation or Appraisal of Promotability. Employees on certified time with FMLA qualifying absences shall not be required to provide medical certifications for those FMLA absences above and beyond the medical certification requirements in the County Family Leave Policy.
  
- D. An employee shall be entitled to file a grievance for violation of the provisions of this Article in addition to the rights provided by law.

Section 5.            Jury Duty and Witness Leave

Any person holding a permanent position ordered to serve on a jury shall be entitled to his/her regular pay provided the employee deposits his/her fees for service, other than mileage, with the County Treasurer. Whenever any full-time permanent employee is required to be absent from work by a proper subpoena, issued by a court or commission

legally empowered to subpoena witnesses, which compels the employee's presence as a witness, unless the employee is a party or an expert witness, the employee shall be allowed the time necessary to be absent from work at the employee's regular pay to comply with such subpoena, provided the employee deposits any witness fees, except mileage, with the County Treasurer.

Section 6.                      Bereavement Leave

The provisions of Los Angeles County Code Section 6.02.080 regarding Bereavement Leave shall apply to PAs.

Section 7.                      Employee Organization Leave

AFSCME, Local 1271 may not have more than one (1) employee 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. AFSCME Local 1271 may request additional releases of employees to the Chief Executive Office. Said requests will be granted based on organizational needs. The leave shall be without County pay or benefits of any kind. The employee shall however remain on the County payroll and the Union will reimburse for the cost of pay and benefits.

ARTICLE 21MANAGEMENT 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, as for example by work furloughs 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 22      PERSONNEL FILES

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

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

The employee may file a grievance regarding any such document within the prescribed time limits of the grievance procedure. If the employee fails to file a grievance within the designated time limits, the document becomes part of the official file. If the employee does file a grievance within the designated time limits, said document would not be placed in the official file until the grievance procedure or civil service appeal rights had 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-work related material will be introduced into the file.

ARTICLE 23      UNION BULLETIN BOARDS

Management agrees to furnish a dedicated bulletin board space to AFSCME, Local 1271, the size and location to be jointly determined by departmental Management and the AFSCME, Local 1271. The boards shall be used only for posting the following information:

1. Union recreational, social, and related news bulletins;
2. 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. Reports of official business of the Union, including reports of committees or the Board of Directors; and
6. Any other written material which has first been approved by the department, which approval shall not be unreasonably denied. Bulletins requiring departmental approval shall be submitted by the Union to the department's Human Resource Manager or his/her designate. The manager or designate shall approve or deny posting within three business days.

ARTICLE 24      AFSCME LOCAL 1271 STEWARDS/OFFICERS

It is agreed and understood by the parties to the Memorandum of Understanding that not more than one (1) Steward may be appointed for each twenty-five (25) employees at a County Department of Health Services facility. AFSCME Local 1271 shall give each department head having employees in the Unit a written list of the names selected as Stewards which list shall be kept current by AFSCME Local 1271.

AFSCME Local 1271 agrees that whenever investigation or the 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. The Chief Steward, Steward or Officer of the Union desiring to leave their work location 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 promptly unless such absence would cause an undue interruption of work. Not more than one of the above listed Officers and/or Stewards shall investigate or process any grievance through the second step of the grievance procedure (Article 7).

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

The Chief Steward, Steward or Officer of the Union shall perform the aforementioned duties without loss of pay. During the period of this MOU there shall be no more than seven (7) officers designated by the union.

Management agrees an AFSCME Local 1271 Steward or Officer of the Union will not be discriminated against for the performance of his/her duties.

ARTICLE 25            JOINT LABOR-MANAGEMENT COMMITTEE

The parties agree to establish a Physician Assistant Countywide Joint Labor-Management Committee to consult in accordance with the Employee Relations

Ordinance [5.040.090 (A)] on productivity, classification studies, terms and conditions of employment, and other issues of mutual concern.

The Committee shall be limited to a total of six (6) members Countywide, unless the parties mutually agree otherwise. Three (3) members shall be appointed by Management and a total of three (3) members representing the union shall be appointed by AFSCME Local 1271.

The Committee shall meet quarterly, and have the authority to develop its own internal procedures including ground rules, the scheduling of meetings, and use of subject matter

experts. Management shall provide pertinent information as provided for under the Employee Relations Ordinance and the Public Records Act.

Management shall not oppose Physician Assistant membership on committees where such membership is relevant, and not specifically prohibited by committee rules.

Meeting shall be on County time for employees who are scheduled to work on scheduled meeting dates. Employees not scheduled to work on scheduled meeting dates shall not be compensated but may attend scheduled meetings.

ARTICLE 26      CONSULT

Upon request, County Management agrees to meet with representatives of AFSCME Local 1271 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 prior to effecting basic changes in any rule or procedures affecting employee relations. Every reasonable effort shall be made to have such consultation prior to effecting basic changes in any rule or procedures affecting employee relations.

County Management shall provide AFSCME Local 1271 with notice of changes to matters affecting employee relations and provide the Union with reasonable opportunity to either confer or consult (in accordance with state law and the Los Angeles County Code) on the changes prior to effecting such proposed changes.

ARTICLE 27      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. Prior to a Request for Proposal (RFP) or other contract solicitation documents approval and issuance, the Employee Relations Division of Chief Executive 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 of wages, hours and working conditions of the employees in this bargaining unit insofar, as such subjects have not already been negotiated.

ARTICLE 28            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 29      OBLIGATION TO SUPPORT

The parties agree that subsequent to the execution of this Memorandum of Understanding and during the period of time said Memorandum is pending before the Board of Supervisors for action, neither AFSCME Local 1271 nor Management, nor their authorized representatives will appear before the Board of Supervisors or meet with members of the Board of Supervisors individually to advocate any amendment, addition or deletion to the terms and conditions of this Memorandum of Understanding. It is further understood that this Article shall not preclude the parties from appearing before the Board of Supervisors nor meeting with individual members of the Board of Supervisors to advocate or urge the adoption and approval of this Memorandum of Understanding in its entirety.

ARTICLE 30            FULL UNDERSTANDING, 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 or 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 procedures affecting the employees in the Unit. Where Management finds it necessary to make such change, it shall notify AFSCME Local 1271 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 1271 of changes resulting from emergent or legal requirements as soon as practicable. AFSCME Local 1271 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 1271 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 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 31            AFSCME REPRESENTATIVE WORK ACCESS

Section 1.

Authorized union representatives may be given access to work locations during hours for the purpose of investigating and processing grievances, observing working conditions, and posting on AFSCME-designated bulletin boards on the condition that the union representative shall comply with the regulations established in this article, and that the union representative shall not interfere with work operations of the department. Management shall not deny access to AFSCME representatives without a legitimate business reason.

Section 2.            Work Access

An AFSCME Local 1271 representative desiring access to a work location hereunder shall state the purpose of his/her visit and request the Department Head's or his/her designee's authorization within a reasonable amount of time before the intended visit unless the parties mutually agree to waive notice. AFSCME Local 1271 shall give to the Department Head and the Chief Executive Officer of the County of Los Angeles, a written list of all of its authorized representatives, which list shall be kept current by AFSCME Local 1271. Access to work locations will only be granted to representatives on the current list.

ARTICLE 32            PAYROLL DEDUCTIONS AND DUES

Section 1.            Deductions and Dues

Management agrees to honor all authorizations for payroll deduction of union dues payments to Union and remit such payments to AFSCME Council 36 Local 1271 within thirty (30) business days after the conclusion of the month in which said dues and deductions were deducted pursuant to such authorization. Authorized deductions shall be revocable in accordance with the lawful terms under which an employee voluntarily authorized said deductions. Any employee inquiries to cancel or change deductions shall be referred to the Union.

AFSCME Council 36 Local 1271 hereby certifies that each individual whose name is presented for deductions has signed a written authorization which authorizes the Union to request that Management deduct from his or her salary/wages the amount specified by the Union. The Union has and will maintain an authorization on behalf of each individual employee.

Section 2.            Security Clause

Any employees in this unit who have authorized union dues deductions on the effective date of this Memorandum of Understanding or at any time subsequent to the effective date of this Memorandum of Understanding shall continue to have such dues deduction made by the County during the term of this Memorandum of Understanding; provided, however, that any employee in the unit may terminate such union dues by notifying the Union of their termination of union dues deductions not less than ten (10) days and not more than twenty (20) days before the end of any yearly period as defined by the date of execution of the individual employee's authorization.

Such notification shall be by certified mail or by email to [palocal1271@gmail.com](mailto:palocal1271@gmail.com) 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.                    List of Employees/Separations

The County will furnish the Union with a monthly list of employees/separations. The list shall contain the name, work, home, and personal cellular telephone numbers, personal email addresses on file with the employer, home address, employee number, date of hire into the unit, department, item step, salary rate, classification, title, item number, item sub, 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. 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 4.                    Indemnification Clause

The Union understands and acknowledges that Management will rely upon the foregoing representations in making deductions, in the amounts specified by the Union from salaries/wages of individual employees whose name are presented for deductions



and that the employer shall not be required to make further investigation or inquiry regarding the accuracy of those representations prior to making such deductions.

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

ARTICLE 34            NEW EMPLOYEE ORIENTATION

The union shall be allowed to conduct a meeting to orient, educate, and update each new employee in this unit for 30 minutes for each year covered by the term of the Agreement. Such meetings shall be for the purpose of informing employees of union membership programs and their rights and obligations under the Agreement and shall be conducted

during the employee's scheduled work time and at the work location to be mutually determined by AFSCME Local 1271 and Management. The union shall be provided with

ARTICLE 35      EMPLOYEE BENEFITS

It is the intent of the parties that, during the term of this agreement, permanent employees in the classifications of Physician Assistants (5047) and Senior Physician Assistants (5051) shall continue to receive all employee benefits that they currently have, on the same basis and level of benefit, subsidy or otherwise, as that provided currently for non-represented employees and as more fully set forth in the Los Angeles County Code for non-represented employees, including but not limited to the following benefits: Flexible Benefit Plan; Mega-Flex Plan; Holidays; Sick Leave; Bereavement Leave; Deferred Compensation Plan (457); Savings Plan (401K); Life Insurance; Annual Leave; Leave Donation; Retirement; and Mileage.

It is the intent of the parties that during the term of the agreement, any new permanent employee hired, transferred, promoted, or who demotes into the Physician Assistant (5047) or Senior Physician Assistant (5051) classification, shall be entitled to the same employee benefits and on the same level and subject to the same conditions, as that provided for permanent employees currently in the bargaining unit.

The parties agree that any new employee hired, transferred, promoted, or who demotes into the Physician Assistant (5047) or Senior Physician Assistant (5051) classification on or after the expiration date of this MOU, September 30, 2018, shall not be eligible to participate in the Flexible Benefit Plan, Mega-Flex Plan, or the Savings Plan (401K), but

will instead be eligible for any similar benefits negotiated by the Coalition of County Unions applicable to this Unit.

#### Section 1.

Permanent County employees covered by this agreement participating in, or eligible to participate in the Flexible Benefit Plan, Mega-Flex Plan (Pensionable and Non-Pensionable), or the Savings Plan (401K) shall continue to be eligible for and participate in said Plans. Any and all future changes the County makes to these Plans for non-represented employees, including contributions, plan design and benefit changes, shall be extended to and become part of said eligible or participating employee's Plan(s).

It is the intent of the County to provide a "grandfathered" benefit to employees currently receiving or eligible to participate in these Plans that elected to be represented by a certified employee organization. The "grandfathering" provisions for the Savings Plan (401K) apply on an individual employee basis only.

#### Section 2.

The County shall not discriminate against non-represented employees upon unit certification or accretion into a bargaining unit, or otherwise restrict their participation in

any of the employee benefits set forth above, on the basis of the exercise of their bargaining rights as provided for in California Government Code Section 3500-3511.

Section 3.

The parties agree that the exclusive management, control and administration of the Flexible Benefit Plan, Mega-Flex Plan, Deferred Compensation (457), or Savings Plan (401K) shall be at the sole discretion of the County. Any and all current or future changes, modification, or termination of the Flexible Benefit Plan, Mega-Flex Plan, Deferred Compensation (457), or Savings Plan (401K) will be at the sole discretion of Management subject to the County meeting and consulting with the Union prior to implementing any

said changes or termination of the Flexible Benefit Plan, Mega-Flex Plan, Deferred Compensation (457), or Savings Plan (401K).

Section 4.

Permanent employees in this Unit will be eligible to participate in the Retiree Medical Trust as sponsored by the Coalition of County Unions.

ARTICLE 36      PAYCHECK ERRORSA. Underpayments

1. If an underpayment of 10% of base monthly pay (5% of base monthly pay if paid twice a month) or \$100, whichever is least, occurs in an employee's paycheck, a paycheck correction may be requested. 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.
2. The Auditor-Controller will issue a corrected or supplemental warrant within three (3) working days after receiving the request from the appointing authority.
3. Changes in salary resulting from step advances or changes in status are excluded from amounts which constitute paycheck errors for purposes of this Article.

B. Overpayments

1. Employees will be notified prior to the recovery of overpayments.
2. Recovery of more than 15% of net pay will be subject to a repayment schedule established by the appointing authority under guidelines issued by the Auditor-Controller. Such recovery shall not exceed 15% per month of disposable



earnings (as defined by State law), except, however, that a mutually agreed-upon acceleration provision may permit faster recovery.

ARTICLE 37            CONTINUING MEDICAL EDUCATION

The purpose of Continuing Medical Education is to maintain licensure of members of this Bargaining Unit.

Full-time, permanent, PA employees are allowed a maximum of twenty-five (25) hours for each contract year during this MOU for approved continuing education purposes. Up to eight (8) hours may be home study.

When National Commission on Certification of Physician Assistants (NCCPA) or other national certification is required by management for a specific assignment, full-time permanent employees in this unit are allowed a maximum of twenty-five (25) additional hours for each contract year during this MOU for approved continuing education purposes. Up to eight (8) hours may be home study.

A department may, at its discretion, require additional education or training for clinical practice.

Subject to the needs of the service and upon request of the full-time permanent PA, management may allow the PA to carry over up to twenty-five (25) hours to the second year. If carryover hours are not used during the second year, they will be lost.

Part-time PAs on permanent status working at least twenty (20) hours per week are allowed a maximum of twelve (12) hours for each contract year of this MOU for approved continuing education purposes. Up to three (3) hours may be home study.

Attendance at Continuing Medical Education activities requires prior management approval. Such approval shall not be unreasonably denied. There shall be no accumulation of Continuing Medical Education leave.

ARTICLE 38      PROFESSIONAL TRAINING

Each clinical department will have a plan for orienting newly assigned Physician Assistants regarding the policy and procedures for patient care in that department.

Orientation shall take place within the first forty-five (45) days of the employee's assignment to the department.

Medical management-approved proctoring will take place before Physician Assistants are privileged to perform new clinical procedures.

Employees may request County time for work-related training. Management will distribute as equitably as possible within in the clinical department paid time for attendance at training, conferences, seminars, or symposia when and if paid time is provided for any Physician Assistant or Senior Physician Assistant.

Granting of time off will be subject to the needs of the service. Professional training that counts toward Continuing Medical Education (CME) credit must be taken from the bank of CME hours as provided under Article 37.

ARTICLE 39      SALARIESSection 1.      Recommended Salary Adjustment

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

ITEM NO	ITEM CLASSIFICATION	EFFECTIVE DATE	NOTE	SCH	MINIMUM RATE	MAXIMUM RATE
5047	PHYSICIAN ASSISTANT	CURRENT	NM	106G	7531.27	9877.18
		10/01/2018	NM	112J	8905.55	11680.09
		10/01/2019	NM	113H	9128.18	11971.55
		10/01/2020	NM	114G	9356.00	12270.09
5051	SENIOR PHYSICIAN ASSISTANT	CURRENT	NM	108G	7951.27	10428.36
		10/01/2018	NM	114J	9402.00	12330.45
		10/01/2019	NM	115H	9636.45	12638.64
		10/01/2020	NM	116G	9877.18	12954.45

## Fiscal Emergency Language

When mutually agreed to by the parties and if a legitimate fiscal emergency exists, the MOU may be reopened on the issue of the third-year wage of the agreement .

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 (1) month prior to the employee's step advance anniversary date and within a period which does not exceed one (1) year prior to that date.

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

Where no Performance Evaluation is issued in accordance with Paragraph A. above, the employee may request his department in writing to issue a Performance Evaluation. The Department Head shall issue a Performance Evaluation within five (5) days of the employee's request. If said Evaluation is competent or better, the employee shall be granted a step advance effective to his step advance anniversary date.

- C. Grievances arising out of this section shall be processed as follows:
1. Where no Performance Evaluation has been issued in accordance with Paragraph B. above, the employee may file a grievance with the Department of Human Resources. If the Department of Human Resources fails to obtain issuance of such Performance Evaluation within ten (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 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. Grievances 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 Rules.

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

Section 3.

The parties, having jointly reviewed and considered available salary 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.                    Salary and Education Bonus Study

The County shall conduct a salary schedule and education bonus study to be completed within six (6) months of the date of Union ratification or the date of Board of Supervisors' approval of this Memorandum of Understanding, whichever is later. Following completion of the study, it is the intent and understanding of the parties that this Memorandum of Understanding is subject to a reopener solely in regards to the implementation of the findings of said study. No employee shall have their pay reduced as a result of implementation of the findings of said study. To the extent that any education bonus is implemented as a result of said study, the education bonus shall be at a rate no less than the rate of comparable education bonuses of physicians or nurses.

This section is applicable solely during the term of this Memorandum of Agreement and shall expire and otherwise be fully terminated on September 30, 2018.



ARTICLE 40            CLINICAL SUPERVISION

Employees shall at all times they are on duty have a licensed physician who has signed off on the Physician Assistant's delegation of service agreement available for consultation either in person, or via electronic communication.

If a Physician Assistant believes that a patient needs care that goes beyond his/her delegation of service agreement, the PA may refer that patient to the physician on duty.

ARTICLE 41      VACATION SCHEDULING

Vacation periods shall be scheduled by Management to provide adequate staffing. Management will respond in writing to vacation requests made subsequent to the employees already submitted annual vacation requests within ten (10) business days.

Department of Health Services

At least annually, management shall post a vacation schedule for the PAs in each clinical service. This vacation schedule shall include the name and time period management has authorized for vacation.

The PA with the greatest seniority will be given the opportunity to have first choice of his/her vacation schedule, with the other PAs given their choice of vacation schedule in descending order of seniority. Seniority, for purposes of this article, will be defined as time in grade in the classification of Physician Assistant.

Having once made a choice, no PA may change his/her vacation schedule if such change will conflict with the choice of another employee in the department, unless the affected employee and management agree to such a change.

A PA who transfers from one service to another will not be allowed to exercise seniority rights if it would result in replacing another PA on the existing vacation schedule. Management will make reasonable efforts to accommodate the employee's pre-approved vacation.

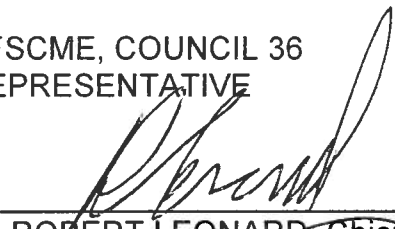
Sheriff's Department and Coroner

Current practice shall be controlling for Sheriff's and Coroner.

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.

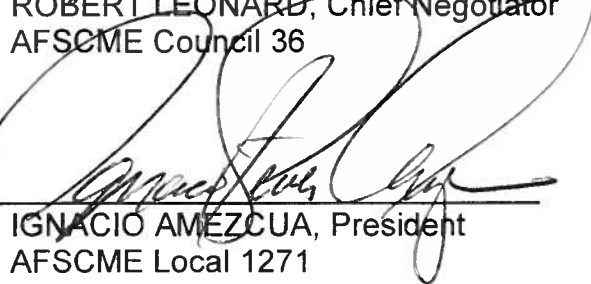
AFSCME, COUNCIL 36  
REPRESENTATIVE

By



ROBERT LEONARD, Chief Negotiator  
AFSCME Council 36

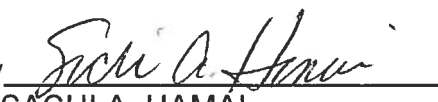
By



IGNACIO AMEZCUA, President  
AFSCME Local 1271

COUNTY OF LOS ANGELES  
AUTHORIZED MANAGEMENT  
REPRESENTATIVE

By



SACHI A. HAMAI  
Chief Executive Officer

TO BE JOINTLY SUBMITTED TO COUNTY'S BOARD OF SUPERVISORS

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 5<sup>th</sup> day  
of March 2019,

BY AND BETWEEN

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

AND

COMMITTEE OF INTERNS AND RESIDENTS, AN AFFILIATE OF THE COMMITTEE OF INTERNS AND RESIDENTS/SEIU, (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; (hereinafter referred to as "CIR")

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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 Committee of Interns and Residents/SEIU (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 Committee of Interns and Residents/SEIU (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 Martin Luther King Outpatient Center and Rancho Los Amigos National Rehabilitation Center) as the certified majority representative of the employees in said Unit.



Section 2.            Exclusive Recognition

Management agrees that it shall recognize CIR as the exclusive representative of the employees in said Unit when County rules, regulations or laws are amended, and CIR 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, 2018. This Memorandum of Understanding shall expire and otherwise be fully terminated at 12:00 midnight on September 30, 2021.

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 15 through June 30, 2021, 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 August 1, 2021. Negotiations shall commence no later than August 1, 2021.

The parties agree that the terms and conditions of the MOU shall remain in full force and effect until CIR 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 CIR 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:

2% effective October 1, 2018  
 2.5% effective October 1, 2019  
 2.5% effective October 1, 2020

ITEM NO	ITEM CLASSIFICATION	EFFECTIVE DATE	NOTE	SCH	MINIMUM RATE	MAXIMUM RATE
4757	DENTAL INTERN	CURRENT		F		4419.31
		10/01/2018		F		4507.70
		10/01/2019		F		4620.39
		10/01/2020		F		4735.90
4760	DENTAL RESIDENT(1ST YEAR)	CURRENT		F		4800.16
		10/01/2018		F		4896.16
		10/01/2019		F		5018.56
		10/01/2020		F		5144.02
4760	DENTAL RESIDENT(2ND YEAR)	CURRENT		F		5201.04
		10/01/2018		F		5305.06
		10/01/2019		F		5437.69
		10/01/2020		F		5573.63
4760	DENTAL RESIDENT(3RD YEAR)	CURRENT		F		5604.70
		10/01/2018		F		5716.79
		10/01/2019		F		5859.71
		10/01/2020		F		6006.20
5408	PHYSICIAN, POST GRADUATE(1ST YEAR)	CURRENT		F		4419.31
		10/01/2018		F		4507.70
		10/01/2019		F		4620.39
		10/01/2020		F		4735.90
5411	PHYSICIAN, POST GRADUATE(2ND YEAR)	CURRENT		F		4800.16
		10/01/2018		F		4896.16
		10/01/2019		F		5018.56
		10/01/2020		F		5144.02

5411 PHYSICIAN,POST GRADUATE(3RD YEAR)	CURRENT	F	5201.04
	10/01/2018	F	5305.06
	10/01/2019	F	5437.69
	10/01/2020	F	5573.63
5411 PHYSICIAN,POST GRADUATE(4TH YEAR)	CURRENT	F	5604.70
	10/01/2018	F	5716.79
	10/01/2019	F	5859.71
	10/01/2020	F	6006.20
5411 PHYSICIAN,POST GRADUATE(5TH YEAR)	CURRENT	F	5997.49
	10/01/2018	F	6117.44
	10/01/2019	F	6270.38
	10/01/2020	F	6427.14
5411 PHYSICIAN,POST GRADUATE(6TH YEAR)	CURRENT	F	6403.85
	10/01/2018	F	6531.93
	10/01/2019	F	6695.23
	10/01/2020	F	6862.61
5411 PHYSICIAN,POST GRADUATE(7TH YEAR)	CURRENT	F	6785.82
	10/01/2018	F	6921.54
	10/01/2019	F	7094.58
	10/01/2020	F	7271.94

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 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 remuneration established in the Physician Pay Plan of the Los Angeles County Code.

Section 3.            Advancement

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 4.            Chief Resident Bonus

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 \$300.00 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.

The Chief Resident Bonus shall increase effective the dates indicated below:

2% effective October 1, 2018

2.5% effective October 1, 2019

2.5% effective October 1, 2020

Section 5.    Non-Resident Items

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 Executive Office will recommend to the Board of Supervisors that a fund, to be identified as the CIR 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 CIR Quality Patient Care Fund will be \$ 2,222,500 each year for fiscal years 2018-2019, 2019-2020 and 2020-2021. The \$2,222,500 will be appropriated by relative employee size of the institutions as follows:

\$1,210,000 for the use of LAC+USC Medical Center house staff; \$990,000 for the use of Harbor/UCLA Medical Center house staff and \$22,500 for the 15 residents/dental interns at the Martin Luther King Jr and Rancho Los Amigos facilities. Sixty calendar days prior to the end of each fiscal year, CIR will provide the respective institution an accounting of any unused funds. Said unused funds will then be eligible to be rolled over into the next fiscal year. The total amount of rolled over funds in any given year will be limited to equal the amount of the initial fiscal year allocation (e.g., \$1,210,000; \$990,000; and/or \$22,500).

In the event more than 15 residents/dental interns are designated to the Martin Luther King Jr. and Rancho Los Amigos facilities, either party can request to meet to discuss providing additional funding to the Quality Patient Care Fund based upon the increased number in residents/dental interns at the Martin Luther King Jr. and Rancho Los Amigos facilities.

This meeting shall take place within 30 business days.

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 CIR 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 CIR 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 CIR. Where the County is able to obtain equipment for less than the CIR's initial estimate, Management and CIR shall, as soon as possible, mutually agree to spend the savings.

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

7. The CIR 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 the Martin Luther King Jr. and Rancho Los Amigos facilities will provide a monthly Patient Care Fund status report 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 CIR.

Section 1. Quality Improvement Projects

The Department of Health Services agrees to pay the sum of \$300,000 to CIR each year for fiscal years 2018-2019, 2019-2020, and 2020-2021 for the sole purpose of funding Patient Provider and Community Engagement Projects (i.e., improving discharge planning or patient satisfaction,) and engagement of the medical and local community (i.e., resident well-being initiatives, house-staff appreciation days or a community health fair) for house staff at LAC+USC Medical Center, Harbor/UCLA Medical Center, the Martin Luther King Jr. Outpatient Center and Rancho Los Amigos Rehabilitation Center. The Department of Health Services agrees to make the initial annual lump sum payment to CIR covering the 2018-2019 fiscal year within 30 days of Board approval of this MOU and the subsequent payments by the 10<sup>th</sup> business day following the start of the 2019-2020 and 2020-2021 fiscal years. CIR shall accept fiduciary responsibility over these funds in compliance with relevant accounting standards. The County and the Department of Health Services shall have no responsibility or liability for the administration of this benefit. Interns and Residents at LAC+USC Medical Center, Harbor/UCLA Medical Center, the Martin Luther King Jr. Outpatient Center and Rancho Los Amigos Rehabilitation facilities shall each convene and designate a Quality Improvement Steering Committee (not to exceed five in number) and submit an annual report to the respective facility CEO. An itemized financial statement addressing the sums set forth above, as well as a report of the corresponding Quality Improvement activities, shall be provided by CIR to the Department of Health Services upon request.

Sixty calendar days prior to the end of each fiscal year, CIR will provide the respective institution an accounting of any unused funds. Said unused funds will then be eligible to be rolled over into the next fiscal year. The total amount of rolled over funds in any given year will be limited to equal the amount of the initial fiscal year allocation (e.g., \$300,000).

ARTICLE 8            BENEFITS

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 regarding the Fringe Benefits in effect during the term of this agreement.

Section 1.            Indemnity

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 free County hospital care to Interns/Residents and families.
2. Discontinue providing laundry service for personal clothing of Interns/ Residents and their families.

Section 2.            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 all ACGME guidelines including "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 3.            Post-Graduate Physician Orientation

The County shall ensure that CIR/SEIU is allotted at least 45 minutes at all new resident orientation sessions in order to disseminate information concerning, HSBP benefits enrollment and CIR membership to incoming House Staff. The County will make every reasonable effort to ensure that CIR is not the last item on the orientation schedule. Additionally, the County agrees to include CIR on the orientation checklist and will continue the practice of providing CIR with space for tabling at all orientation sessions.



Upon prior scheduling approval from management, CIR may conduct a 45-minute session once per quarter for employees who were unable to attend a prior new employee orientation. Upon mutual agreement, the CIR may be permitted to make presentations at departmental orientations.

Section 4.            HSBP Benefit

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.
- \$1020 for any person employed by the County and covered by this unit paid on each July 15<sup>th</sup>, beginning July 15, 2019. For Interns and Residents entering County service later than July 1, payment shall be paid by the 15<sup>th</sup> of the following month during the life of this contract. Effective January 1, 2019 Interns and Residents will receive a prorated payment (i.e., \$510).

These annual lump sum payments shall be paid on behalf of the residents and interns to the CIR/SEIU House-staff Benefits Plan (HSBP).

The HSBP shall use all funds collected pursuant to this provision to provide benefits that are not provided by the County of Los Angeles, including but not limited to disability insurance.

The County will have no responsibility or liability for the selection, administration or oversight of any insurance policy purchased or insurance fund created by virtue of this provision.

The parties agree to meet within 60 days of the BOS approval of this MOU to discuss ways in which all interns, residents and fellows can be insured beginning the first day of their residency.

Section 5.            Sick Leave

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 12 of the Memorandum of Understanding regarding Fringe Benefits between the County and the Coalition of County Unions, AFL-CIO, in effect during the term of this agreement; 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 12 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 CIR 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 CIR in a timely manner that allows a minimum of two weeks for house staff to respond. In addition, copies will be made available to CIR 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 6.                    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 7.                    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 CIR, reserves the right to establish policies and procedures on the wearing of scrubs while providing patient care. Management at each facility will make every reasonable effort to ensure that resident physicians have access to replacement scrubs after laundry services are closed for the day.

Section 8.                    Meals

Three fresh and sanitary meals shall be provided daily to house staff when engaged in patient care functions. The County shall make every reasonable effort to ensure that the quality of meals provided is consistent between County hospitals by reviewing the vendor contracts and assessing opportunities for improvement.

Residents who have a documented medical condition and who are unable to take advantage of the meals in their facility may seek a reasonable accommodation.

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 or provide frozen meals 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, halal, gluten free and ethnic-specific diets on a daily basis.

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

The County will reimburse residents, not to exceed \$25.00 per day, for resident physicians on rotations outside of Los Angeles County facilities if meals are not provided by the host hospital. Resident physicians shall be eligible to receive meal reimbursements regardless of the day the meals are purchased, including weekends. Residents will have 30 business days to submit receipts (e.g., McDonald's grocery store deli, GrubHub) after concluding their rotation(s) outside of Los Angeles County facilities.

Section 9.            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 10.           Educational Bonus

The Department agrees to provide an educational bonus of \$2,000.00 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 CIR, 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.           Housing Allowance

The County will provide an annual housing allowance of \$4,000 per intern/resident. Each Resident will be allocated this allowance on October 1, 2018, July 1, 2019 and July 1, 2020.

Section 12.            1115 Waiver Incentive Bonus

PPGs 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, CALL ROOMS AND LOUNGES

Upon agreement of this MOU, the Director will instruct the facility CEOs, Medical Directors, Department Chairs and Graduate Medical Directors at LAC/USC 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 and Harbor/UCLA Medical Centers will be submitted to CIR until contract obligations have been achieved. As needed, CIR will submit to the Associate Director, a written response to the "DHS Quarterly Status Report on Resident Hours, Meals and Call Rooms" that comments on the progress of contract implementation. The CIR 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 CIR 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 CIR 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.            Duty Hours

Within 30 days after the implementation of this agreement, the County will schedule Interns and Residents according to ACGME guidelines for those programs where guideline requirements exist. For programs where no ACGME guidelines exist, the County shall develop guidelines reflecting minimum standards established by the ACGME.

Section 2.            On-call Hours

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 3<sup>rd</sup> 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. Graduate Medical Education Committee

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 CIR 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 CIR 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.            Outpatient Care Committee

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 CIR.

Section 5.            Rest Periods

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.

Assignments for house staff who are post "in-hospital" call shall be consistent with existing ACGME duty hour policies.

Section 6.            Communications Committee

The County and CIR recognize the potential impact of sleep deprivation and fatigue upon house staff that must drive after 24 hours of continuous duty. In the interest of maintaining quality patient care and the health and safety of house staff, both parties agree to the establishment of Communications Labor-Management Meeting work groups at each Medical Center.

The purpose of the work group is to study and make recommendations related to funding for the purpose of, but not limited to: education on resident sleep deprivation and fatigue, guest speakers on the topic of sleep deprivation and fatigue and/or a taxi voucher program. Work group recommendations will be made to their hospital administration at Communication meetings.

Section 7.            House-Staff Lounge

A joint Labor Management Collaboration will be established with the purpose of establishing resident lounges at LAC+USC Medical Center, Harbor-UCLA Medical Center, Martin Luther King Jr. Outpatient Center and the Rancho Los Amigos Rehabilitation Center.

The committee will evaluate the location, logistics, professional decorum and other relevant matters related to providing the ACGME required lounges, including but not limited to ongoing maintenance of said lounges.

The resident lounges will be established in each current facility by the end of this term. The joint Labor Management collaboration will be convened at the request of either party when new county facilities are being developed/built.

ARTICLE 10      CALL ROOMS

The County shall provide on-call rooms as provided for in accordance with ACGME guidelines. 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.

On-Call rooms will be furnished in accordance with established Fire and Safety standards.

Section 1.      Equipment

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 CIR and local hospital administration to assess the status of on-call rooms. Management will make every reasonable effort to address concerns.

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

Section 2.            IT Walk-Through

In conjunction with the annual call room walk-through as outlined in Article 11, Section 2 CIR, hospital administration and the IT Director or designee will conduct an annual IT walk-through to assess computer and printer operability. Results of this walk-through will be presented at the CIR Communications meeting in a formal report identifying key issues and solutions. Resolution to issues identified in both the call room and IT walk-throughs will be addressed at each facility's Communications meeting.

ARTICLE 11      PHYSICIAN, POST GRADUATE TIME OFF

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 annual contractual period shall receive 192 hours to be used solely for post graduate time off. The 192 hours (i.e., 24 eight hour work days) will be posted to the Physicians, Post Graduate (first through seventh year) effective the first day of the employee's individual contract year. Upon completion of each Physician, Post Graduate year (first year through seventh year), any remaining hours shall be eliminated from the employee's record unless the Physician, Post Graduate has contracted to another consecutive year of training with the County of Los Angeles.

If the Physician, Post Graduate has contracted to another consecutive year of training, at the end of that consecutive year of training the Physician Post Graduate will have the option to be compensated for a maximum of 80 hours (10 eight hour work days) of the remaining hours or to request a maximum of 80 hours (10 day eight hour work days) of the remaining hours be deferred (i.e., carried over) to their next contract year.

The Physician, Post Graduate may defer 10 working days each year the resident contracts to another consecutive year of training with the County of Los Angeles. Whenever the sum of a Physician, Post Graduate deferred leave time exceeds 60 days, the resident shall be compensated for accumulated deferred leave time in excess of 60 days.

Such excess leave time shall be paid at the Physician, Post Graduate's rate of pay in effect on the last day of his/her contract year. Upon completion of their term as Physician, Post Graduate (second through seventh year), a lump sum payment shall be paid for such leave time not to exceed 60 days.

Any returning Physician, Post Graduate who chooses to be compensated for remaining hours, or to carry over any remaining hours to their next individual contract year, will continue to receive the full 192 hours (i.e., 24 eight-hour work days) at the beginning of their individual contract year.

Any Physician, Post Graduate who wishes to use deferred leave time for other than a post graduate time off must provide proper and timely notification for orderly scheduling. When the leave request exceeds more than seven (7) continuous days, the Physician must submit the request for the leave at least 30 days in advance of the beginning date. In special situations, if approved by the Chief of Service, leave 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 scheduling shall rest with the Chief of Service. Leave time must be scheduled within the contractual period.



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

ARTICLE 12            LABOR-MANAGEMENT PARTNERSHIP

Both parties agree to the establishment of a Labor-Management Partnership 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 Labor-Management Partnership shall not prevent any member of this Unit from using other appropriate recourse to redress grievances.

Section 1.            Procedures

1. All issues and concerns shall be introduced on an Agenda form jointly agreed upon by both the Department of Health Services and the CIR.
  
2. The Agenda form shall be provided to both parties a minimum of one week prior to a Labor-Management Partnership meeting.
  
3. Issues and concerns will be discussed at the Labor-Management Partnership meeting and both parties will review and recommend if further exploration is needed to reach agreement.

4. Hospital administration will expeditiously consult with the appropriate individuals to obtain a further understanding of the issue and concern in a timely manner and consult expeditiously with CIR on a solution.
5. If the CIR is not satisfied with the response of hospital administration, they will refer the issue and concern to the Director of Health Services. In referring the issue and concern to the Director, the CIR will include a statement as to why they are not satisfied with the response from Hospital Administration.
6. The Director of Health Services and/or his designee shall consult with the CIR within 10 working days within receipt of the issue and concern.
7. The Director of Health Services shall have the option of convening a committee of experts, which shall include representatives of the CIR, to investigate the issue and concern and to make recommendations to the Director, including but not limited to hospital efficiencies and a multi-disciplinary approach to patient care. The committee shall meet expeditiously and submit its recommendation within 20 days unless an extension is granted by the Director.
8. Members of this Unit may not grieve, and the CIR may not refer to arbitration, any suggestion which Management does not implement if Management complied with the Labor-Management Partnership procedures as stated above.

Section 2.            Frequency

County and the CIR will make every best effort to hold Quarterly Labor-Management Partnership meetings at a mutually acceptable time, date and place with the DHS CMO. Agenda items are intended to address systemic issues and concerns including, but not limited to, quality patient care, health and safety, and any topics related to the resident training program.

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

Agenda items at the communications meetings are intended to address facility issues and concerns including, but not limited to, patient care and any topics related to resident training rotations. CIR will report back to the County on the issues and concerns addressed in Labor-Management Partnership meetings and committee work as outlined in this MOU.

Section 3.            Duty Hours Committee

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 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 CIR 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, CIR 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 medical centers comprised of Hospital Administration and facility CIR 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 CIR 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 CIR's proposal at each respective medical center, the Management/CIR 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 4.            Health and Safety Committee

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.

On an annual basis, DHS and CIR will review existing needle stick injury protocols and make revisions as necessary. In addition, the needle stick injury protocol will be electronically posted so residents in the facilities can have 24/7 access to the information. In the event a bargaining unit member sustains a needle stick injury, the bargaining unit member will follow existing protocols.

Section 5.            Patient Relationships

A. At the Los Angeles County-University of Southern California Medical Center, and Harbor - UCLA 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.

Section 6.            Physician Recruitment and Pipeline

Diversity recruitment, physician pipeline and retention into the Los Angeles County healthcare network will be discussed at each facility's communications meetings as requested by either CIR or the hospital.

Section 7.            Away Rotations

CIR and the County remain committed to exploring the feasibility, including but not limited to the economic, operational, indemnification impact of allowing international and domestic away rotations to Residents.

Within 60 days of the Board of Supervisor approval of this MOU, a CIR subcommittee will be established with the purpose of researching and analyzing the methodologies, policies and procedures, including the funding sources, of existing programs used by other California public agencies. The subcommittee will present its findings and any recommendations to the DHS Director for consideration. Any recommendation put forth by the subcommittee must outline the funding source for the program.

DHS will review the CIR recommendation and if said recommendation is feasible, DHS will meet with CIR representatives to discuss submitting the recommendation to the Chief Executive Office for approval.

This provision will sunset at the end of the contract term if no recommendation has been submitted by the CIR subcommittee by that time.



ARTICLE 13      GRIEVANCE PROCEDURESection 1. Definitions

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

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/her 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) CIR, 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, CIR 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 CIR will convene a committee of representatives from DHS and CIR, comprised of no more than four (4) representatives per party, to develop guidelines and forms for time line extensions.
- e. Should CIR 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/her knowledge of such occurrence, an employee shall discuss his/her complaint in a meeting with his/her immediate supervisor (as specified in Section 2).
- B. Within five (5) business days from the day of the discussion with the employee, his/her 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 the resident requests from his departmental Management.

The employee shall submit two copies to his/her immediate supervisor (as specified in Section 2) and retain the third copy.

- B. Within ten (10) business days his/her 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/her 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/her 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 CIR, or CIR 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 CIR, 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 CIR 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 CIR. 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 CIR 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 14      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 CIR 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 CIR 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, CIR 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 15      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 16      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 CIR 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 17      EMPLOYEE LISTS

Within thirty (30) days from the effective date of this Memorandum of Understanding, Management shall provide the CIR with a list of the names of all employees in the Unit without charge. The CIR is entitled to one list at no charge each year of the agreement. Additional lists may be furnished when requested by CIR no more than four times a year, it being understood that the CIR 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 CIR's request, the County will provide the list of names of all employees in the Unit in computer-type format following the CIR's payment to the County of an initial \$500 programming fee.

The County shall provide the list of incoming interns, residents and fellows by May 1st each year of this agreement. The list shall include contact information for those Interns that have gone through the process of the National Residency Match Program and the Residents who have matched to County training programs to date. The contact information will be used to notify the incoming interns, residents and fellows of the benefits described in Article 8 Benefits.

To the extent that the County has the following information on file **and** the employee has not submitted a written request to the County, Department of Health Services, Department of Mental Health or the Coroner Department pursuant to Government Code section 6254.3(c) objecting to the disclosure of their personal and home contact information, the contact information will include:

- Last Name
- First Name
- Middle Name (if applicable)
- Date of Hire
- Department
- Post Graduate Year
- Street Address
- City
- State
- Zip Code
- Personal Email address
- County Email address
- Cellular Telephone Number

CIR/SEIU acknowledges that the County has informed them that the Auditor-Controller does not keep personal cellular telephone numbers and personal email addresses on file.

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

The CIR has been certified as your majority representative. The CIR 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 CIR call:

Committee of Interns and Residents/SEIU  
617 South Olive, Suite 812  
Los Angeles, CA 90014  
(213) 628-3342

ARTICLE 18      STRIKES AND LOCKOUTS

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

In the event the CIR and any employees covered by this agreement individually or collectively violate the provisions of this Article and the CIR fails to exercise good faith in halting the work interruption, the CIR 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 19      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 20            PERSONNEL PRACTICESSection 1.            Individual Resident Contract

The employment contract effective date for newly hired interns/residents shall correspond to the first date of the Intern's/Resident's mandatory new employee orientation.

Section 2.            Pay Days

The parties agree that payroll warrants, including base pay, bonuses, overtime, or any other compensation, will be issued semi-monthly, on the 30<sup>th</sup> day of the month for work performed from the first day through the fifteenth day (15<sup>th</sup>) of the month and on the 15<sup>th</sup> day of the following month, for work performed from the sixteenth (16<sup>th</sup>) day through the last day of the month. If such day falls on a Saturday, Sunday, or holiday, the payday shall be the immediate preceding regular work day. Employees may opt to 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/her choice. Such deposits will be made on or before the 15th and 30th days of each month.

Section 3.            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 4.      Role

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

Section 5.      Notice

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 6.            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.

A resident physician who is pregnant may request to her program director to be assigned rotations appropriate to the employee's pregnancy condition. A resident physician who is post-partum may submit a request to her program director during the first month back in training to be assigned a rotation appropriate to the employee's health and her child's well-being.

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 7.            Release Time for Exams

It is agreed that all house staff taking the USMLE Step III or its equivalent and Board Certification or Departmental In-service Exam 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 8.            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 9.            Bereavement Leave

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

Section 10.            Access to Records

Each resident physician shall be permitted to review his/her employee records during normal business hours pursuant to Los Angeles County, Department of Health Services Policy # 760 and Personnel Records.

In addition to employment files, resident physicians will have access to his/her academic files that are available within the hospital or on-line.

ARTICLE 21            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 CIR of the discussions, and 3) consult with the CIR regarding the subject matter of the discussion.

Prior to the release of a Request for Proposal (RFP) for security at mental health units in hospital facilities, the Department shall provide a copy of the RFP to CIR and in coordination with the Chief Executive Office Employee Relations Division offer to meet and consult with the union within fifteen (15) business days.

ARTICLE 22            PAYROLL DEDUCTIONS AND DUESSection 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. Agency Shop Provisions

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 3.

ARTICLE 23      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 CIR 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 24            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 25      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 Executive Officer, or his duly authorized representative (Address: 500 West Temple Street, Los Angeles, California 90012, Telephone: (213) 974-4029), 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 CIR's principal authorized agent shall be the Southern California- Regional Director or duly authorized representative.

Committee of Interns and Residents/SEIU  
617 South Olive, Suite 812  
Los Angeles, CA 90014 (213) 628-3342

ARTICLE 26      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 27            GRIEVANCES GENERAL-IN-CHARACTER

In order to provide an effective mechanism whereby disagreements between CIR, 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 CIR has reason to believe that Management is not correctly interpreting or applying any of the provisions of this Memorandum of Understanding, CIR 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 Executive 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; CIR 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 Executive 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 CIR 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 28      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 the resident's judgment the resident 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 29            BULLETIN BOARDS

Management will furnish adequate bulletin board space to CIR 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.     CIR recreational, social and related CIR news bulletins;
- B.     Scheduled CIR meetings.
- C.     Information concerning CIR elections or the results thereof;
- D.     Reports of official business of CIR including CIR 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.

The County is working on a pilot project that will permit the cooperative use of the County's email system by the unions. The pilot project is expected to be completed by April 1, 2019, at which time an assessment will be made regarding the feasibility of extending the agreement to CIR. The County will meet with CIR before March 30, 2019, to discuss the results of the pilot project and explore the extension of the same of similar agreement with CIR.

ARTICLE 30      EMPLOYEE PARKING

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

County Management will make reasonable efforts to provide safe and free parking facilities at parking lots nearest the employees work location for evening and night shift personnel.

ARTICLE 31      HEALTH AND SAFETY

Section 1.    Compliance

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 needle stick legislation and the Joint Commission. 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. A.      Safety Training

The same Safety training afforded to any other employee of the Department will be made available to Interns and Residents. Management at each facility will inform Interns and Residents of any changes in the availability of Safety training as new and improved methods of delivery are implemented.

Section 2.      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 CIR 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.



The Wellness Committee will work in partnership and make every reasonable effort to implement a Wellness Program by July 2016 to provide education, training and health promotion to house staff on topics including, but not limited to, suicide prevention, stress management, health and fitness, holistic medicine, and meditation. The Wellness Committee will work in partnership to determine the logistical, economic, operational and indemnification impact of the program.

Section 2. A.           Drug and Alcohol Dependency

The County of Los Angeles and the union recognize drug and alcohol dependency is a treatable illness. Residents with dependency problems shall have full access to the hospital Well-Being Committee and other resources such as the Los Angeles County Employee Assistance Program for review and consultation regarding re-entry into residency before, during, and after dependency treatment. In the event a resident physician becomes impaired during his or her training, including but not limited to alcohol, drug or chemical dependence, the resident physician will be offered medical leave for treatment. No resident physician shall be disciplined or terminated for seeking such treatment. Resident physicians will be advised and given a copy of any policies on resident impairment if the resident is suspected of a dependency or is seeking treatment for a dependency.

Section 3.            Training

- A.     The parties agree to establish a Labor-Management Training Board composed of twelve (12) members. There will be six (6) Union members and six (6) Management members to administer any funds allocated for the training program. The Training Board will begin meeting by January 31, 2001.
  
- B.     Current County employees in the bargaining unit who are negatively impacted by restructuring shall have first priority for placement in a training program funded as a direct result of Department of Health Services and/or Department of Public Health restructuring.
  
- C.     Throughout the term of this MOU, employees of the Department of Health Services and/or Department of Public Health 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 LA Health Care Workforce Development Program. Upon successful completion of the course, each employee shall be issued a certificate.
  
- D.     Management shall make every reasonable effort to release employees to attend training offered through the Workforce Development Program. CIR and the Department of Health Services and the Department of Public Health will jointly monitor releases to ensure reasonable access to training.

- E. Any employee in a career track workforce development training program, including but not limited to the Healthcare Workforce Development Program may request to be placed on an Irregular 40 hour work schedule as part of their work week during the duration of their training in order to provide them time to study and attend classes.
  
- F. Employees who graduate from Healthcare Workforce Program career path programs for critically needed acute care classifications, including but not limited to ancillary staffing and nursing shall be able to accept the position with no loss of salary in accordance to County Code.

Section 4. Patient Transport Teams (Lift 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 Patient Transport and Patient Lift Teams in Department of Health Services and Department of Public Health facilities and will work together to overcome any economic barriers to implementation. Management will make every effort to ensure that equipment is provided that is in accordance with professional and industry standards for the lifting and transporting of patients.

Upon written request of CIR, a Joint Labor-Management Work Group shall be convened with the goal of developing a plan for expansion of Patient Transport and/or Patient Lift Teams within the Department of Health Services and the Department of Public Health.

The Work Group shall consist of a core of three Labor representatives, three Management representatives, and one representative from the Healthcare Workforce Development Program. An additional two (2) members each from Labor and Management will be added from each healthcare facility where Patient Transport and/or Patient Lift Teams are being formed.

The workgroup shall develop a policy for implementing Patient Transport and Patient Lift teams for healthcare facilities that do not already have established policies. The policy will include the process and procedures, including staffing, for transportation and lift team members to ensure employee safety. Prior to full implementation of the Patient

Transport and Lift Teams, all team members will be trained in the provisions of the developed policy.

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

The Department of Health Services and the Department of Public Health are 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 the Joint Commission.

A. Bioterrorism, Natural and Human-Made Disasters

1. The Department of Health Services and the Department of Public Health have established a Decontamination Response Plan for a variety of disasters.

The Department shall notify the union within 60 days of any proposed changes to the plan. The Departments shall provide all medically necessary treatments to public health disasters, including but not limited to decontamination service and prophylaxis to affected employees.

2. The Department of Health Services and the Department of Public Health shall provide training, educational materials and public health advisories on an ongoing basis to all employees who are assigned to areas that provide 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 CEO 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 develop and implement a policy addressing communicable disease notification, protection and treatment for employees who are assigned to work in health facilities. Related training shall be provided to the employees.
  
3. The County shall make hand-held personal alarm devices available to employees working in psychiatric inpatient, outpatient and emergency departments in County facilities. The budget for the personal alarms shall not exceed twenty thousand dollars (\$20,000). The budget will be used to purchase, maintain, and replace broken or damaged alarms through the term of this MOU. In consultation with the Union, the County shall develop a plan for distribution and replacement of the alarms.

4. A Code Green Team is defined as Department of Health Services or Department of Public Health responders to violent or extreme patients that warrant intervention. Code Green Teams would be established to aid, when necessary, County security in situations where a multi person intervention is needed. Under no circumstances will Code Green Teams replace existing security measures in place in county facilities.

In consultation with SEIU Local 721 and CIR/SEIU, Management will develop a standardized policy addressing the establishment of a Code Green Team in each department facility and on each shift where applicable within 60 business days of Board approval of this MOU. Said policy will address training, team leadership, classification participation and protocols of the Code Green Teams.

5. In the event of an attack on an employee by a patient or onsite visitor, Management shall assist with making arrangements for medical attention and counseling services.
6. In the event of an emergency relating to biohazards, communicable disease outbreak or other health threat, the Department shall notify employees without delay. The Department shall notify Local 721 and the Committee of Interns and Residents/SEIU 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.

Section 6.        Sale or Transfer

The County agrees in the event of a sale or transfer of a facility the County shall give the Union as much notice as possible of any intended sale or transfer.

Section 7.        Patient Care Committee

The County and the Union agree that quality patient care and an appropriate working environment require adequate and safe staffing and that staffing levels within all departments vary with census acuity, shifts, the specialization of various areas, changes in the specialization of the units, structural changes in delivery of patient services and qualitative changes in average acuity. Within 90 days of the Board of Supervisor approval of this MOU, the parties will establish a task force to consult on the development of a Patient Care Committee(s) within DHS and DPH. The task force will work collaboratively to develop the role of the Patient Care Committee(s) as it relates to issues including but not limited to best practices regarding quality patient care and dispute resolution. The task force will consist of a maximum of 8 members representing CIR/SEIU and a maximum of 8 members from the county, including a representative from the Chief Executive Office/Employee Relations Division.



Section 8                      Qualified Bilingual Bonus

Within 180 days of Board of Supervisor's approval of this MOU, the Labor Management Transformation Committee agrees to convene a Work Group to discuss the creation and implementation of a two tiered "medically" qualified bilingual bonus for Department of Health Services employees providing cultural and linguistic appropriate services. Should all parties comprising said work group reach a consensus, the County agrees to present to the Chief Executive Officer for implementation.

ARTICLE 32            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, the Joint Commission 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 CEO 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 CEO 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 33          PAGERSSection 1.          Initial Issuance

Each new/incoming house staff officer will be provided with a long range pager 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 pager 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 pagers as indicated above, is directly affected by the house staff returning their pagers in a timely manner. Pagers shall be standard in technological capability countywide as determined by Management.

It is also understood that each house staff officer who receives a pager as indicated above, will retain the pager as long as the resident 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 pager 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 34            PROFESSIONAL TRAININGSection 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.

Section 3.            Access to Wi-Fi Internet

The County recognizes that all house staff should have uninterrupted 24-hour Wi-Fi and access to electronic health records information while engaged in patient care at the facility. County Management will make reasonable efforts to provide 24-hour Wi-Fi access to Physician, Post Graduates at the facility.



ARTICLE 35      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 36            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 37      LABOR-MANAGEMENT RESTRUCTURING COUNCILSection 1.      Purpose

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/or the Department of Public Health and making recommendations to the appropriate departmental 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 restructuring when such matters are not covered by Memoranda of Understanding or Civil Service Rules. During the term of this agreement, when such work rule changes are implemented, the significant numbers provision of the Full Understanding, Modification and Waiver Article shall not apply to matters subject to restructuring impact negotiations within each department.

The work of the Labor-Management Restructuring Council shall also include, but not be limited to, discussions associated with the delivery of health/patient care such as patient access to care, recent and/or pending health care legislation and environmental/public health care concerns.

Section 2.            Staffing

- A.     The Department of Health Services, and the Department of Public Health and the Union shall make a reasonable attempt to jointly develop recommendations for submission to the Department of Human Resources regarding new classifications and classification changes required by restructuring in the Department.

If the County determines that a hiring freeze in the Department of Health Services and/or the Department of Public Health is necessary during the term of this MOU, the Union will be provided with a copy of the report given to the Board of Supervisors.

Management agrees to make available to the Union on a quarterly basis, data on the use of registry/agency workers and Position Status Reports for health services units in the Department of Health Services and the Department of Public Health.

- B.     Labor, Department of Health Services and Department of Public Health Management recognize that staffing and workload issues are integral to continuing departmental restructuring, meeting regulatory mandates, providing quality patient care and assuring compliance with regulatory requirements.

Labor, Department of Health Services and the Department of Public Health 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 action. This joint process will continue within 30 business days of Board of Supervisor approval of this MOU.

- C. This Section is intended to provide a general structure and process within which the Union and Department of Health Services and/or the Department of Public Health Management can jointly develop creative solutions to the challenges of adequate staffing and patient classification systems and ratios in order to provide quality patient care.

It is not the intent of this language to preclude Management's right to exercise control and discretion over its organization and operations during the term of this agreement.

It is not intended to pre-empt the right of the parties to negotiate specific staffing provisions relevant to individual classes of bargaining units.


- D. Civil Service Rules and applicable Board of Supervisors' policies will be applied to employees affected by the Department of Health Services and/or Department of Public Health restructuring plans or similar plans/programs ordered by the Board of Supervisors.

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 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;

COUNTY OF LOS ANGELES  
AUTHORIZED MANAGEMENT  
REPRESENTATIVES

BY   
EARL MATHURIN  
Associate Director

BY   
SACHI A. HAMAI  
Chief Executive Officer

TO BE JOINTLY SUBMITTED TO COUNTY'S BOARD OF SUPERVISORS

MEMORANDUM OF UNDERSTANDING  
FOR JOINT SUBMISSION  
TO BOARD OF SUPERVISORS  
REGARDING THE  
AUTOMOTIVE AND EQUIPMENT MAINTENANCE  
AND REPAIR EMPLOYEE REPRESENTATION UNIT

THIS MEMORANDUM OF UNDERSTANDING, made and entered into this 5<sup>th</sup> day of  
March 2019,

BY AND BETWEEN

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

AND

American Federation of State, County, and  
Municipal Employees Council 36, Local  
119 (hereinafter referred to as "AFSCME  
Local 119" 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 119 was certified on February 24, 1970 by County's Employee Relations Commission (Employee Relations Commission File No. R-12-69) as the majority representative of County employees in the Automotive and Equipment Maintenance and Repair Employee Representation Unit (hereinafter the "Unit") previously found to be appropriate by said Employee Relations Commission. Management hereby recognizes AFSCME Local 119 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 the Unit in the classifications identified in Article 6, Salaries.

Management agrees that it shall recognize AFSCME Local 119, as the exclusive representative of the employees in this unit when County rules, regulations or laws are amended and AFSCME Local 119 has shown it has met the requirements of any such new rules.

ARTICLE 2            NON-DISCRIMINATION

The parties mutually recognize and agree to protect the rights of all employees covered hereby to join and participate in the activities of AFSCME Local 119 and all other rights in the Employee Relations Ordinance and Government Code, Sections 3500 through 3511.

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

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.

Such implementation shall be effective as of date of ratification by Board of Supervisors. If the parties do not mutually agree to implement appropriate provisions of this Memorandum not requiring approval by the Board of Supervisors, then negotiations shall resume upon the request of either party.

ARTICLE 4      TERM

The term of this Memorandum of Understanding shall commence on the date when the terms and conditions for its effectiveness as set forth in Article 3, IMPLEMENTATION, are fully met, but in no event, shall said Memorandum of Understanding become effective prior to 12:01 a.m. on October 1, 2018. This Memorandum of Understanding shall expire and otherwise be fully terminated at 12:00 midnight on September 30, 2021.

ARTICLE 5            RENEGOTIATION

In the event either party hereto desires to negotiate the provisions of a successor Memorandum of Understanding, such party shall serve upon the other, during the period from April 15, 2021 to May 15, 2021, its written request to commence negotiations as well as its written proposals for such successor Memorandum of Understanding with the exception of salary proposals which shall be presented no later than June 1, 2021. Negotiations shall begin thereafter within, but no later than, thirty (30) days from date of receipt of notice and proposals. If full and entire agreement on the terms of a successor Memorandum of Understanding is not reached by August 31, 2021, an impasse shall be automatically declared on those issues which remain in dispute unless the parties mutually agree to continue negotiations.

ARTICLE 6            SALARIESSection 1.            Recommended Salary Adjustment

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

ITEM NO	ITEM CLASSIFICATION	EFFECTIVE DATE	NOTE	SCH	MINIMUM RATE	MAXIMUM RATE
6041	ASST AUTOMOTIVE EQUIPMENT INSPECTOR	CURRENT	N2	79K	3853.45	4531.82
		10/01/2018	N2	80G	3929.27	4622.18
		10/01/2019	N2	81F	4026.55	4737.64
		10/01/2020	N2	82E	4126.73	4856.00
6045	AUTOMOTIVE EQUIPMENT INSPECTOR	CURRENT		F		5546.00
		10/01/2018		F		5656.92
		10/01/2019		F		5798.34
		10/01/2020		F		5943.30
7461	BODY & FENDER MECHANIC	CURRENT		F		5685.53
		10/01/2018		F		5799.24
		10/01/2019		F		5944.22
		10/01/2020		F		6092.83
6607	EQUIPMENT MAINTENANCE HELPER	CURRENT		74G	3171.36	3929.27
		10/01/2018		75D	3233.73	4006.73
		10/01/2019		76C	3313.36	4106.36
		10/01/2020		77B	3395.27	4208.45
6610	EQUIPMENT MAINTENANCE WORKER	CURRENT	N2	81F	4026.55	4737.64
		10/01/2018	N2	82C	4106.36	4832.00
		10/01/2019	N2	83B	4208.45	4952.36
		10/01/2020	N2	84A	4313.00	5076.00
7472	FIRE EQUIPMENT MECHANIC	CURRENT		F		6264.35
		10/01/2018		F		6389.64
		10/01/2019		F		6549.38
		10/01/2020		F		6713.11
6609	FUEL EQUIPMENT TECHNICIAN	CURRENT	N2	87F	4737.64	5574.64
		10/01/2018	N2	88C	4832.00	5685.36
		10/01/2019	N2	89B	4952.36	5827.55
		10/01/2020	N2	90A	5076.00	5973.00



6012 GARAGE ATTENDANT I	CURRENT		72J	3020.91	3742.45
	10/01/2018		73F	3080.27	3816.36
	10/01/2019		74E	3155.91	3910.18
	10/01/2020		75D	3233.73	4006.73
6014 GARAGE ATTENDANT II	CURRENT		74J	3186.82	3948.36
	10/01/2018		75F	3249.55	4026.55
	10/01/2019		76E	3329.73	4126.73
	10/01/2020		77D	3411.82	4229.36
7434 HEAVY STATIONARY EQUIPMENT MECHANIC	CURRENT		F		6140.95
	10/01/2018		F		6263.77
	10/01/2019		F		6420.36
	10/01/2020		F		6580.87
7496 HELICOPTER MAINTENANCE INSPECTOR	CURRENT		F		8382.40
	10/01/2018		F		8550.05
	10/01/2019		F		8763.80
	10/01/2020		F		8982.90
7492 HELICOPTER MECHANIC	CURRENT		F		7566.99
	10/01/2018		F		7718.33
	10/01/2019		F		7911.29
	10/01/2020		F		8109.07
7430 POWER EQUIPMENT MECHANIC APPRENTICE	CURRENT	N30B	F		5543.39
	10/01/2018	N30B	F		5654.26
	10/01/2019	N30B	F		5795.62
	10/01/2020	N30B	F		5940.51
7000 POWER EQUIPMENT PAINTER	CURRENT		F		5546.00
	10/01/2018		F		5656.92
	10/01/2019		F		5798.34
	10/01/2020		F		5943.30
7433 POWER EQUIPMENT TECHNICIAN	CURRENT		F		5685.53
	10/01/2018		F		5799.24
	10/01/2019		F		5944.22
	10/01/2020		F		6092.83
7425 POWER EQUIPMENT TECHNICIAN HELPER I	CURRENT	N2	77J	3642.82	4281.64
	10/01/2018	N2	78F	3714.91	4367.09
	10/01/2019	N2	79E	3807.09	4476.36
	10/01/2020	N2	80D	3900.64	4588.09
7427 POWER EQUIP TECHNICIAN HELPER II	CURRENT	N2	80J	3948.36	4644.91
	10/01/2018	N2	81F	4026.55	4737.64
	10/01/2019	N2	82E	4126.73	4856.00
	10/01/2020	N2	83D	4229.36	4977.09
6613 SENIOR EQUIPMENT MAINTENANCE WORKER	CURRENT	N2	85F	4487.45	5281.00
	10/01/2018	N2	86C	4576.73	5385.73
	10/01/2019	N2	87B	4690.73	5519.73
	10/01/2020	N2	88A	4808.00	5657.00

7473 SENIOR FIRE EQUIPMENT MECHANIC	CURRENT	F	6577.63
	10/01/2018	F	6709.18
	10/01/2019	F	6876.91
	10/01/2020	F	7048.83
7494 SENIOR HELICOPTER MECHANIC	CURRENT	F	8388.97
	10/01/2018	F	8556.75
	10/01/2019	F	8770.67
	10/01/2020	F	8989.94

B. Apprentice Rates

Persons employed in classifications shown as being compensated on Note 30B in Section 1. A. above shall be compensated at the applicable monthly rate for each interval of employment on the apprentice or trainee item listed in the attached table entitled "NOTE 30B - TABLE OF APPRENTICES RATES." Advancement to the next interval shall be contingent upon satisfactory performance of tasks and training, as defined on July 1, 1979, by the joint apprentice committee and/or other competent authority as established by the director of personnel.

NOTE 30B - TABLE OF APPRENTICE RATES

ITEM	CLASS	JOURNEY LEVEL	EFFECTIVE DATE	1 <sup>ST</sup>	2 <sup>ND</sup>	3 <sup>RD</sup>	4 <sup>TH</sup>	5 <sup>TH</sup>	6 <sup>TH</sup>	7 <sup>TH</sup>	8 <sup>TH</sup>
7430	Power Equipment Mechanic Apprentice	4853.95		3033.72	3276.42	3519.11	3761.81	4004.51	4247.21	4489.90	4732.60
		4951.03	10/01/13	3094.39	3341.95	3589.50	3837.05	4084.60	4332.15	4579.70	4827.25
		5050.05	10/01/14	3156.28	3408.78	3661.29	3913.79	4166.29	4418.79	4671.30	4923.80
		5151.05	04/01/15	3219.41	3476.96	3734.51	3992.07	4249.62	4507.17	4764.72	5022.28

Section 2.            Step Advances

- A. Full-time permanent employees in this unit who are below the top step of the salary range and who are eligible for an annual step advance will be granted a step advance only when a competent or better Performance Evaluation has been filed by the employee's department head. The Performance Evaluation shall be filed at least one month prior to the employee's step advance anniversary date and within a period which does not exceed one year prior to that date.
- B. If no performance review is filed as defined in A. above, or if an employee receives an Improvement Needed Performance Evaluation, the employee's step advance will not be granted on the date due.

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

- C. Grievances arising out of this section shall be processed as follows:
1. Where no Performance Evaluation has been issued in accordance with Paragraph B. above, the employee may file a grievance with the Department of Human Resources. If the Department of Human Resources fails to obtain issuance of such Performance Evaluation within ten days after

the grievance is filed with the Department of Human Resources, the employee shall be deemed competent and the step advance shall be processed within 30 days effective to his step anniversary date.

2. Where the department head issues a Performance Evaluation upon request of the Department of Human Resources, and said Performance Evaluation is competent or better, the employee shall be provided a step advance within 30 days effective to his step advance anniversary date.
  3. Grievances based on an Improvement Needed Performance Evaluation shall be filed within ten days of issuance with the department head or his designated representative who shall respond to the grievance within ten days. Appeals from a department head decision shall be processed in accordance with Civil Service Rules.
- D. During the term of this agreement, should any change be made in the existing categories of Performance Evaluations which adversely impacts the application of this section, the parties agree to meet and renegotiate this section. In the event an agreement cannot be reached through negotiations, it is agreed that the Union may submit the dispute to arbitration. The arbitrator shall issue an award on the step advances as affected by the changes in existing categories of Performance Evaluations.

Section 3.                    AUTOMOTIVE APPRENTICE NOTE 30B PERCENTAGE TABLE

<u>Apprentice</u>	<u>1st</u>	<u>2nd</u>	<u>3rd</u>	<u>4th</u>	<u>5th</u>	<u>6th</u>	<u>7th</u>	<u>8th</u>
Power Equipment Painter Apprentice	55.0	62.5	70.0	77.5	85.0	92.5		
Power Equipment Mechanic Apprentice	62.5	67.5	72.5	77.5	82.5	87.5	92.5	97.5
Body & Fender Apprentice	62.5	67.5	72.5	77.5	82.5	87.5	92.5	97.5
Automotive Body Builder Apprentice	62.5	67.5	72.5	77.5	82.5	87.5	92.5	97.5

Section 4.

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

ARTICLE 7            SPECIAL PAY PRACTICESSection 1.            Call Back Pay

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

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

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

Section 2.            Standby Time

The parties jointly agree to recommend to the County's Board of Supervisors that effective January 1, 2016, that standby pay be one dollar fifty cents (\$1.50) per hour.

Section 3.            Shift Premium

Any employee in the Unit who is assigned to a regularly scheduled evening or night shift as defined in 6.10.020 of the County Code shall receive a per hour bonus of 75 cents for each hour worked during said shifts.

Effective on October 1, 2017 any employee in the Unit who is assigned to a regularly scheduled evening or night shift as defined in 6.10.020 of the County Code shall receive one dollar (\$1.00) for each hour worked during said shift.

Section 4.            Uniforms

Where Management requires employees in the unit to wear specific and distinctive uniforms, such uniforms will be provided by Management as an initial issue of five (5) shirts, five (5) trousers and one (1) jacket. Management agrees to replace annually up to 5 shirts, 5 pants and 1 jacket as needed.

This section is not intended to deprive an employee of any currently approved uniform benefit.

Section 5.            Field Repairs Under Snow Conditions

Persons employed by Department of Public Works who are actively engaged in the field repair of power equipment under snow conditions shall be entitled to an additional seventy-five cents (\$.75) per hour above the hourly rate established for their classification in Article 6 of the Memorandum of Understanding.

Section 6.            Public Services Duties

In recognition of their public duties and responsibilities any employee in the Fire Department in the classification of Fire Equipment Mechanic, (Item No. 7472), or Senior Fire Equipment Mechanic (Item No. 7473) who is permanently assigned to field repair duties for a period of not less than two (2) consecutive eight (8) hour work days (which will retroactively back to the first day of the assignment), shall, in addition to the salary established for their classification in Article 6 of the Memorandum of Understanding, be entitled to additional compensation in the amount of four (4) percent above the rate for their classification established in Article 6 of the Memorandum of Understanding.

Section 7.            FAA Inspection Authorization License

Effective July 1, 1990, anyone in the classification of Helicopter Mechanic (Item #7492) who possesses an Inspection Authorization license issued by the Federal Aviation Administration shall be entitled to additional compensation in the amount of five and one half (5.5) percent above the rate for their classification established in Article 6 of the Memorandum of Understanding.



Section 8.                    Automotive Service Excellence Certificates

- A.     The parties agree to recommend to the County's Board of Supervisors that effective January 1, 2001, a permanent, full-time employee in the classifications of Power Equipment Helper II (Item 7427), Power Equipment Technician (Item 7433), and Heavy Stationary Equipment Mechanic (Item 7434) who possess valid Automotive Service Excellence Certificates in the area of gasoline engines, diesel engines, drive train, brakes, suspension & steering, electrical systems, heating, ventilation and air conditioning, preventive maintenance, engine repair, automatic transmission/transaxle, and engine performance, shall be entitled to an additional twenty-five cents (\$.25) per hour for each such valid ASE certificate.

Employees in the classifications who possess the valid qualifying ASE certificates are eligible to receive additional compensation for either the ASE certificates for automobile or the equivalent ASE for medium/heavy trucks, but not for both.

Effective October 1, 2018, a permanent, full-time employee in the classifications of Power Equipment Helper II (Item 7427), Power Equipment Technician (Item 7433), and Heavy Stationary Equipment Mechanic (Item 7434) who possess valid Automotive Service Excellence Certificates in the area of Light Duty Hybrid/Electric (L3), Manual Drive Train (A3), Drive Train (T3), Electronic Diesel (L2), and compressed Natural Gas (F1) shall be entitled to an additional twenty-five cents (\$.25) per hour for each valid ASE certificate.

Effective January 1, 2016, a permanent, full-time employee in the classifications of Power Equipment Helper II (Item 7427), Power Equipment Mechanic Technician (Item 7433), and Heavy Stationary Equipment Mechanic (Item 7434) who possess valid Automotive Service Excellence Certificates in Light Duty Hybrid/Electric (L3), and Compressed Natural Gas (F1) shall be entitled to an additional twenty-five cents (\$.25) per hour for each valid ASE certificate.

- B. A permanent, full-time employee in the classifications of Fire Equipment Mechanic (Item 7472) and Senior Fire Equipment Mechanic (Item 7473) who possess valid Automotive Service Excellence Certificates (ASE) for medium/heavy trucks in the area of gasoline engines(T1), diesel engines(T2), drive train(T3), brakes(T4), suspension & steering(T5), electrical systems(T6), heating, ventilation, and air conditioning(T7), and preventive maintenance inspection(T8) shall be entitled to an additional twenty-five cents (\$.25) per hour for each such valid ASE certificate.

Effective January 1, 2016, the Fire Department shall include the following Automotive Service Excellence Certificates (ASE) in the areas of Electric/Electronic System Installation & Repair (E2), and Electronic Diesel Diagnosis Specialist Certification (L2) and such Fire Department classification(s) shall be entitled to an additional twenty-five cents (\$.25) per hour for each such valid ASE certificate.

C. Fire Dept. Master Automotive Service Excellence Certificate (ASE)

In lieu of the above provisions A and B, the classifications denoted in provision B, shall be entitled to an additional \$2.00 per hour for Masters ASE Certificates, up to two (2) Master ASE Certifications. Management will decide what ASE Certificates are eligible, with Labor's input.

Section 9. Commercial Truck Driver License Bonus

Upon implementation of this Memorandum of Understanding (MOU), notwithstanding any other provision of this agreement, persons in this bargaining unit who, with the approval of Management, possess, obtain or renew a class "A" or "B" motor vehicle license, that is not a requirement for the class in which they are employed, will receive a three percent (3%) bonus higher than that established for such classifications in Article 6, Section 1A of this MOU.

Section 10. In-flight Bonus for Fire Dept. and Sheriff's Dept.

Any permanent, full-time employee in the following classifications who are assigned to, and regularly perform "in-flight" maintenance check, shall receive a 5.5% bonus:

- Item 7492 Helicopter Mechanic
- Item 7494 Senior Helicopter Mechanic
- Item 7496 Helicopter Maintenance Inspector

ARTICLE 8            OVERTIMESection 1.            Compensation

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

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

The County will pay employees for any overtime worked at a rate of one and one-half (1 ½) times his/her regular rate of pay. Regular rate of pay shall be calculated as provided for by the Fair Labor Standards Act.

- B.     On or after August 1, 1995, at the employee's option, time "on the books" may continue to be taken as time off, subject to management approval, or may be converted to pay. An employee electing payment for any portion of his or her CTO accrual balance may submit a request and, within forty-five (45) days of that request, shall be paid at the rate of pay then in effect for the employee.

- C. With the approval of departmental management, an employee in the Bargaining Unit may elect to accrue up to 50 hours of FLSA overtime worked to be used as compensatory time off in lieu of pay, at the rate of one and one-half (1 ½) hours for each hour of overtime worked. This will be used at the rate of 1 ½ or 75 hours.

An employee who wants to use his/her accumulated compensatory time must submit a written request ten working days in advance of the dates for which time off is desired. Such accumulated compensatory time may be taken off subject to staffing requirements and with prior written approval by departmental management.

Management may direct an employee to use his/her accumulated compensatory time provided the employee is given thirty days calendar notice.

Employees may not accrue overtime hours which are worked during a Board of Supervisors, State, or Federally declared emergency and/or disaster periods, unless management approves the accrual of such overtime hours.

Section 2.            Savings Clause

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

Section 3.            Distribution of Overtime

Management shall assign overtime work as equitably as possible among all qualified employees in the same classification in the same organizational unit and work location. In the assignment of overtime under this provision, however, management may consider special skills required to perform particular work.

Section 4.            Management Authority

It is agreed and understood that nothing herein is intended to limit or restrict the authority of management to require any employee to perform overtime work, and it is further agreed that overtime will be ordered and worked only when required to meet the County's public service obligations.

ARTICLE 9            EMPLOYEE BENEFITS

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

ARTICLE 10      BULLETIN BOARDS

Management will furnish AFSCME Local 119 reasonable bulletin board space in appropriate work locations. The Board shall be used only for the following subjects:

- A. AFSCME Local 119 recreational, social and related news bulletins;
- B. Scheduled AFSCME Local 119 meetings;
- C. Information concerning AFSCME Local 119 elections or the results thereof;
- D. Reports of official business of AFSCME Local 119 including reports of committees or the Board of Directors; and
- E. Any other written material which first has been approved by the department or district head.

Prior to posting, any material shall be initialed by an authorized representative of AFSCME Local 119.

In cases where AFSCME Council 36 represents more than one representation unit at a work location, the space described above will become the bulletin board space for all employees represented by AFSCME Council 36 at that work location.



ARTICLE 11      SAFETYSection 1.      Parties' Responsibilities

It is the duty of Management to make every reasonable effort to provide and maintain a safe place of employment. AFSCME Local 119 will cooperate by encouraging all employees to perform their work in a safe manner. It is the duty of all employees in the course of performing their regularly assigned duties to be alert to unsafe practices, equipment and conditions and to report any such unsafe practices or conditions to their immediate supervisors. If such condition cannot be satisfactorily remedied by the immediate supervisors, the employee has the right to submit the matter in writing either personally or through his Steward to the local facility Safety Officer or the Departmental Safety Officer, if there is no local safety officer.

On any matter of safety that is not resolved by the Safety Officer within a reasonable period, the Steward may confer with the Safety Officer who will respond in writing.

If the Steward is not satisfied with the response of the Safety Officer, either an AFSCME Local 119 business agent or the Union President may consult with the Chief of the Health, Safety, Disability and Benefits Division of the Department of Human Resources or his designate. A representative of such branch shall investigate the matter and advise the department head and AFSCME Local 119 of his findings and recommendations, if any.

Section 2.            First Aid Kits

The Departmental Safety Officer or appropriate representative will make every reasonable effort to maintain complete first aid kits at all work facilities. Contents of the kit will be as follows:

A.    Instruments and Equipment

1.    Scissors, bandage, 4", blunt end, nickel-plated - 1 each
2.    Forceps, splinter, 3 ½" in length, serrated needle points - 1 each
3.    Tourniquet, Type D Army - 1 each
4.    Splint, inflatable, G-Splint-Arm, Curity, with Tube - 1 each
5.    Blanket, rescue, 56" x 84" - 1 each
6.    Cold Pak, instant - 2 each
7.    Instructions, general first aid, affixed to inside of cover - 1 each

B.    Dressings and Bandages

1.    Eye dressing packet containing 4 sets of adhesive strips and 4 sterile pads - 1 each
2.    Gauze compress, 3" x 3", 4 to a package - 1 each
3.    Triangular bandage, sterile, 40" - 2 each
4.    Bandage compress, 4" - 3 each
5.    Bandage compress, 3" - 3 each
6.    Bandage compress, 2" - 2 each
7.    Adhesive bandage, 1", plastic, with Telfa pad, sterile, 16 per package - 2 each

C. Medications

1. Wound cleansing and degreasing pad, (alcohol prep pads, Webcol) 10 pads per package - 1 each
2. Sting-Kill swabs, ½ cc, sterile, 10 swabs per package - 1 each
3. Tincture green soap N.F., 10 cc vials, 3 vials per container and gauze pads, 3" x 3", sterile, 4 pads per container - 1 each

Section 3.

Management and AFSCME Local 119 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 & Health Act of 1970 and the California Occupational Health Act of 1973.

Section 4.            Safety Committee

Within 60 days after the effective date of this Memorandum of Understanding, management will meet with Union representatives to establish departmental safety committees whose sole purpose shall be to make mutual recommendations to management concerning matters of safety in County facilities where persons covered by this agreement are assigned. Each departmental committee shall consist of two management representatives and two Union representatives, the latter to be selected by the Union.

The committee shall meet quarterly unless mutually waived. Each meeting must be preceded by adequate notice of ten (10) business days and a written agenda. The meeting shall be waived if no notice and written agenda is provided by either party.

ARTICLE 12      WORK SCHEDULESSection 1.      Shift, Lunch and Rest Periods

It is agreed and understood that each employee covered hereunder shall be assigned an 8-hour working shift, unless otherwise agreed to, which shall be exclusive of a 30-minute lunch period. Two 15-minute rest periods, one scheduled during each half of the assigned shift, shall be included in the 8-hour working shift. A fifteen-minute break will be allowed following 2 hours of overtime provided work is anticipated to last for at least one additional hour following break.

Section 2.      Workweek

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

Section 3.      Shift Change

Except for emergencies, employees' work schedules shall not be changed without notice to the employee at least five (5) working days before the change is to be implemented. If an employee's work schedule is changed on less than 24 hours' notice because of storm duty, the employee may be permitted, if work is available in the employee's classification, to work to the end of the employee's regularly scheduled shift. This section is not operative if the work schedule is changed because of storm duty to a 12-hour on, 12-hour off schedule.

Section 4.            Work Location

Except for emergencies, employees' permanent work location shall not be changed without notice to the employee at least ten (10) working days before the change is to be implemented. Work location means an automotive repair shop or shops at a geographic site.

Section 5.            Emergencies

Nothing herein shall limit the authority of the department or district 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. Emergency as used herein is defined to mean an occurrence developing suddenly and unexpectedly, requiring immediate action to protect life, safety, health or property.

Section 6.            Alternative Work Schedules

Employees may request alternative work schedules such as a nine (9) day – 80-hour two-week schedule or a four (4) day - 40-hour week schedule. Management will respond to an employee's request within 15 calendar days. Any changes from existing work schedules will be based on the needs of the service as determined by Management. Employees covered by the Fair Labor Standards Act will not be placed on alternate work schedules that mandate the payment of overtime under the Act.

ARTICLE 13            OUT-OF-CLASS ASSIGNMENTSSection 1.            Definitions

- A. For 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

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

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

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

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

Section 3.            Special Provisions

- A. Nothing herein shall be construed to limit the authority of management to make temporary assignments to different or additional locations, shifts or work duties for the purpose of meeting emergency situations over which the department has no control. However, such assignment shall not extend beyond the period of such emergency.
  
- B. Nothing in this article shall be construed as limiting management's authority to make temporary incidental assignments on higher rated classifications work, or to assign employees out-of-class for the purpose of training without any additional compensation for the duration of such training. Written confirmation of such assignment will be placed in the employee's personnel file upon request of the employee.
  
- C. It is agreed that the provisions of this article will be applied within departments and districts within the County and is not intended to apply across departmental organizational units.



- D. Upon the employee's written request, a written confirmation of his/her out-of-class assignment shall be placed in the employees personnel file after completion of the out-of-class assignment. A copy will be provided to the employee.
  
- E. Grievances filed under this article may be filed under the expedited arbitration procedure set forth in this MOU.

ARTICLE 14            ASSIGNMENT OF ADDITIONAL RESPONSIBILITIES

Upon the employee's written request, any permanent, full-time employee shall be entitled to additional compensation for the performance of additional responsibilities which are assigned and approved by the Department Head or designated management representative and the Chief Executive 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 CEO 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 on 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; 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, 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 in paragraph 2 above does not apply to employees on short term higher level assignments of two weeks or less.

For employees on higher level assignments of 2 weeks and 1 day, the additional compensation shall begin on the first day the additional responsibilities are assigned by Management and shall end on the day the additional responsibilities are no longer performed.

In no event shall an employee receive compensation pursuant to this Section and receive out of class bonus pursuant to Article 13 for the same assignment.

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

ARTICLE 15      CHANGE OF ASSIGNMENT

Permanent full-time employees in the Unit who received at least a competent rating on their last performance evaluation and who desire to be assigned to a different work location(s) in their department may submit a written request for such assignment listing the specific work location requested to their department's personnel office. For purposes of this Article, each hospital in the Department of Health Services shall be a department.

Requests submitted during the window period January 1 through January 31 will be granted priority status and will be addressed in seniority order. Requests for change of assignment submitted after January 31 shall be listed after the above requests in order of receipt. Each employee will be permitted to maintain 3 transfer requests on file. An employee transferred in accordance with this procedure may not submit a request for another new assignment until the next window period but will not be considered for voluntary transfer until a minimum of twelve (12) months have passed since the transfer. Management will submit to AFSCME, Local 119, a copy of all requests submitted during the window period.

When Management decides to fill a vacancy by transferring a current employee to such vacancy, Management shall review the requests for transfer currently on file. Management will then select one of the three (3) most senior qualified employees who would not need additional training. For purposes of this Article, seniority shall be defined as the total amount of continuous service in the classification and within the department. Management will notify AFSCME, Local 119, prior to filling any vacancy where a transfer request has been made.

Management shall provide AFSCME Local 119 a list of all work locations at all facilities where work is performed by employees represented by AFSCME, Local 119. During emergencies, the provisions of this Article shall be applied only to the degree practicable. When new facilities are instituted, the right to assignment changes under this Article shall be limited to the extent necessary to maintain an adequate, experienced work force in the remaining facilities.

ARTICLE 16      PERSONNEL FILES

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

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

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

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

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

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 reference on such forms.



ARTICLE 17      PAYCHECK ERRORSA.    Underpayments

1.    If an underpayment of 10% of base monthly pay (5% of base monthly pay if paid twice a month) or \$100, whichever is least, occurs in an employee's paycheck, a paycheck correction may be requested. Such request must be made to the appointing authority within two business days after receipt of the warrant. Otherwise, the correction shall be made in the next regularly issued warrant.
2.    The Auditor-Controller will issue a corrected or supplemental warrant within three working days after receiving the request from the appointing authority.
3.    Changes in salary resulting from step advances or changes in status are excluded from amounts which constitute paycheck errors for purposes of this Article.

B.    Overpayments

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

ARTICLE 18      TRAININGSection 1.

It is the intent of Management to allow employees in this Unit to attend in-service training and job-related seminars when Management determines it is both appropriate and work load will permit.

Section 2.

During the term of this Memorandum of Understanding, the Union and departmental management shall select one training monitor per department for each of the following classifications in a department: 7492 - Helicopter Mechanic, 7472 - Fire Equipment Mechanic, 7433 - Power Equipment Mechanic, and 6610 - Equipment Maintenance Worker. The training monitor is responsible for meeting quarterly with his/her respective departmental management to discuss, evaluate, and monitor the training needs of Bargaining Unit employees in the classification he/she has been selected to monitor.

The provisions of this Section shall only apply to the departments of Fire, Health Services, Public Works, and Sheriff.

Section 3.

Directed mandatory training, excluding travel time, shall be treated as hours worked.

ARTICLE 19      TOOLS

Section 1.

Management agrees to provide all tools for the positions in the following classes:

Assistant Automotive Equipment Inspector

Automotive Equipment Inspector

Equipment Maintenance Helper

Equipment Maintenance Worker

Garage Attendant I

Garage Attendant II

Power Equipment Mechanic Helper I

Power Equipment Mechanic Helper II

Senior Equipment Maintenance Worker

Tire Repair Worker

Any tool furnished an employee by Management shall remain County property.

Section 2.

The following classes shall continue to furnish their own hand tools:

Automotive Body Builder  
Automotive Body Builder Apprentice  
Body and Fender Apprentice  
Body and Fender Mechanic  
Fire Equipment Mechanic  
Heavy Stationary Equipment Mechanic  
Helicopter Mechanic  
Power Equipment Mechanic  
Power Equipment Mechanic Apprentice  
Power Equipment Painter  
Power Equipment Painter Apprentice  
Senior Helicopter Mechanic

Section 3.

Management shall furnish power tools, specialized tools and heavy-duty size tools.

Section 4.

Employees hired subsequent to July 1, 1976 to positions in those classifications listed in Section 2 above shall be required to furnish their own metric sized hand tools.

Employees who held permanent status in this Unit prior to July 1, 1976 shall not be required to furnish their own metric sized hand tools.

Section 5.

- A. Employees will be responsible for taking proper care of their personal tools and County tools and will be held responsible for obvious neglect or misuse.
  
- B. Management agrees to repair or replace personal hand tools and power tools, including personal hand tools modified with prior Management approval, which are broken or damaged in County service. Any tool replaced shall be replaced with a comparable value tool. The damaged or modified personal hand tool that is replaced shall become the property of the County.
  
- C. Management will replace personal hand tools lost through verified theft from County premises, provided that such loss is not caused by the employee's negligence. Verification of theft shall include at least a report filed with the appropriate law enforcement agency having jurisdiction.
  
- D. Claims for repair or replacement of personal hand tools submitted under Paragraph B or C of this Section will be honored only for tools which have been listed on an appropriate inventory form filed with Management. Management reserves the right to review cases where there are repeated or high frequency claims for tool repair or replacement.

ARTICLE 20            GRIEVANCE PROCEDURESection 1.            Purpose

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

Section 2.            Definitions

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

Section 3.            Responsibilities

1.     AFSCME, Local 119, agrees to encourage an employee to discuss his/her complaint with his/her immediate supervisor.

The immediate supervisor will, upon request of an employee, discuss the employee's complaint with him/her at a mutually satisfactory time.

2. Departmental Management has the responsibility to:
  - A. Inform an employee of any limitation of the department's authority to fully resolve the grievance; and
  - B. Supply the employee with the necessary information to process his/her grievance to the proper agency or authority.
3. AFSCME, Local 119, 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.

Section 4.                    Waivers and Time Limits

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

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

Section 5.                    Employee Rights and Restrictions

1. The employee has the right to the assistance of a representative in the preparation of his/her written grievance, and to represent the employee in formal grievance meetings. The grievant may be required by either party to be present in meetings with Management for purposes of discussing the grievance.
2. A County employee selected as a representative in a grievance is required to obtain the permission of his/her immediate supervisor to absent him/herself from his/her duties to attend a grievance meeting. The employee representative shall give his/her supervisor reasonable advance notice to ensure that his/her absence will not unduly interfere with Departmental operations.

An employee may present his/her grievance to Management on County time. In scheduling the time, place and duration of any grievance meeting, both the employee and Management will give due consideration to the duties each has in the essential operations of the department. No employee shall lose his/her rights because of Management imposed limitations in scheduling meetings.



Section 6.            The Parties' Rights and Restrictions

1.     Only a person selected by the employee and made known to Management prior to a scheduled formal grievance meeting shall have the right to represent or advocate as an employee's representative.
  
2.     If the employee elects to be represented in a formal grievance meeting, the department may designate a Management representative to be present at such meeting.
  
3.     Management shall notify AFSCME, Local 119 of any grievance involving the terms and conditions of this Memorandum of Understanding.
  
4.     The AFSCME, Local 119 representative has the right to be present at any formal grievance meeting concerning a grievance that directly involves the interpretation or application of the specific terms and provisions of the Memorandum of Understanding.
  
5.     If the AFSCME, Local 119 representative elects to attend any formal grievance meeting, he/she must inform departmental Management prior to such meeting. The department may also designate a Management representative to be present at such meeting.

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

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

## Section 7.            Procedures

### Step 1.            Supervisor

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

### Step 2.            Middle Management

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

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

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

Step 3.      Department Head

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

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

Section 8.            Arbitration

- 1. Within thirty (30) business days from the receipt of the written decision of the department head, or his/her designated representative, AFSCME, Local 119 may request that the grievance be submitted to arbitration as provided for hereinafter.
- 2. Only those grievances which directly concern or involve the interpretation or application of the specific terms and provisions of this Memorandum of Understanding may be submitted to arbitration hereunder. In no event shall such arbitration extend to:
  - A. The interpretation, application, merits or legality of any state or local law or ordinance, including specifically all ordinances adopted by County's Board of Supervisors; unless the arbitrator, in his/her discretion, finds it necessary to interpret or apply such state or local law in order to resolve the grievance which has been submitted to the arbitrator.

- B. The interpretation, application, merits, or legality of any or all of the County of Los Angeles Civil Service Rules, nor matters under the jurisdiction of the Civil Service Commission for which said Commission has established procedures or processes by which employees or employee organizations may appeal to, or request review by, said Civil Service Commission, including, but not limited to, discharges, reductions, and discrimination; nor
- C. The interpretation, application, merits or legality of the rules or regulations of the department head, the Chief Executive 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 AFSCME, Local 119 desires to request that a grievance, which meets the requirement of Paragraph 2 hereof, be submitted to arbitration, it shall within the time requirements set forth above send a written request to County's Employee Relations Commission, with a copy thereof simultaneously transmitted to County's Chief Executive Officer and to the County Department Head or Officer affected.

The written request shall set forth the specific issue or issues still unresolved through the grievance procedure and which are to be submitted to arbitration.

4. The parties shall select a mutually acceptable arbitrator and request the Employee Relations Commission to appoint him/her pursuant to their applicable rules and regulations. If the parties cannot agree on an arbitrator, they shall notify the Employee Relations Commission and request that they provide the parties with a list of five names from which the parties will attempt to mutually select an arbitrator. If the parties cannot mutually agree upon an arbitrator from the lists of arbitrators provided by the Employee Relations Commission, they will select an arbitrator through an alternate striking of names from that list. The party to strike the first name will be determined by chance.

5. Arbitration of a grievance hereunder shall be limited to the formal grievance as originally filed by the employee to the extent that said grievance has not been satisfactorily resolved. Arbitration hereunder shall be conducted in accordance with applicable rules and procedures adopted or specified by County's Employee Relations Commission, unless the parties hereto mutually agree to other rules or procedures for the conduct of such arbitration. The fees and expenses of the arbitrator shall be shared equally by the parties involved, it being understood and agreed that all other expenses including, but not limited to, fees for witnesses, transcripts, and similar costs incurred by the parties during such arbitration, will be the responsibility of the individual party involved.
6. Prior to a hearing by an arbitrator, a representative of the County and the Union shall meet and prepare a submission statement setting forth the issue(s) to be determined which shall be submitted to the arbitrator. In the event the County and the Union cannot jointly agree on a submission statement, then at the hearing, each party shall present to the arbitrator, its own submission statement in which case the arbitrator shall determine the issue(s) to be resolved.
7. The decision of an arbitrator resulting from any arbitration of grievances hereunder shall not add to, subtract from, or otherwise modify the terms and conditions of this Memorandum of Understanding.

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

The Union may then resort to a court of competent jurisdiction to pursue whatever other legal remedies are available to it under the provisions of this Memorandum of Understanding.



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

Purpose

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 21      EXPEDITED ARBITRATION

1. This is an alternate to the procedure set forth in Section 8, Arbitration, of Article 20, 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) 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 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 party's 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 legislation 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 22      STEWARDS

It is agreed and understood by the parties to the Memorandum of Understanding that not more than one (1) Steward may be appointed for each forty (40) employees at a County facility. AFSCME Local 119 shall give each department head having employees in the Unit a written list of the names selected as Stewards which list shall be kept current by AFSCME Local 119.

AFSCME Local 119 agrees that whenever investigation or the 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. The President, Chief Steward or any other Steward desiring to leave their work location 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 promptly unless such absence would cause an undue interruption of work. Not more than one of the above listed Officers and/or Stewards shall investigate or process any grievance through the second step of the grievance procedure (Article 20).

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

The President, Chief Steward and Steward shall perform the aforementioned duties without loss of pay.

Properly designated Officers and Stewards of AFSCME Local 119 will not be reassigned by Management without 30 calendar days' notice unless agreed to by the employee, except in case of emergency.

Any AFSCME Local 119 member holding the position of President, Vice President, and Chief Steward of AFSCME Local 119 or AFSCME District Council 36 shall be allowed reasonable time off without loss of pay to perform the responsibilities of his/her position.



ARTICLE 23      GRIEVANCES - GENERAL IN CHARACTER

In order to provide an effective mechanism whereby disagreements between AFSCME Local 119 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) calendar days from the occurrence of the matter on which a complaint is based or within thirty (30) calendar days from its knowledge of such an occurrence where AFSCME Local 119 has reason to believe that Management is not correctly interpreting or applying any of the provisions of this Memorandum of Understanding, AFSCME Local 119 may request in writing that a meeting to be held with the authorized representatives of the County who have authority to make effective recommendations for the resolution of the matter with copies to the department heads involved and to the Chief Executive 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, AFSCME Local 119 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 Executive Officer or his authorized representative.
- C. Within ten (10) business days after the meeting provided in (B) above, if the matter is not satisfactorily resolved, and if the disagreement meets the requirements of Section 8, Subsection 2 of Article 20, the disagreement may be submitted to arbitration in accordance with the provisions of Section 8 of Article 20, 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 20, 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 20 hereof.

ARTICLE 24            PAYROLL DEDUCTIONS AND DUES/AGENCY SHOPSection 1.            Deductions and Dues

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

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

Section 2.            Security Clause

Any employee in this unit who has 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 the Unit may terminate such Union dues during the period September 1<sup>st</sup> through September 30<sup>th</sup>, in any year of the contract by notifying the Union of their termination of Union dues deduction. Such notification shall be by certified mail and should be in the form of a letter containing the following information: employee's 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 Election

If, at any time during the term of this Memorandum of Understanding, 30 percent of the employees represented by this Bargaining Unit sign a petition to request an agency shop agreement, the Union shall have the right to conduct a secret ballot election at any time during the term of 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 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 be responsible for the cost of the election.

If a majority of the employees in the Bargaining Unit who cast ballots, vote in favor of an agency shop fee, then 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 a 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, non-labor charitable fund exempt from taxation under Section 501 (c)(3) of the Internal Revenue Service Code.

B.    Religious Objections

An employee who is a member of a bona fide religion, body, or sect which has historically held conscientious objections to joining or financially supporting public employee organizations, shall not be required to join or financially support the Union.

Such employee shall, in lieu of periodic dues or Fair Share Dues, pay sums equal to Agency Shop Fees to a non-religious, non-labor charitable fund exempt from taxation under Section 501(c)(3) of the Internal Revenue Service Code. Such funds shall be paid through payroll deductions to eligible charitable agencies available through the Los Angeles County Charitable Giving Program.

C. Agency Shop

It is mutually agreed by the parties that this Unit is an agency shop Unit. It is the intent of the parties that the agency shop provisions in the Memorandum of Understanding comply with applicable state law (Government Code Section 3502.5).

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 fee payers to meaningfully challenge the propriety of the use of agency fees as provided in Chicago Teachers Union, Local No. 1, AFL-CIO et al. v. Hudson, 106 S. Ct. 1066 (1985). Such notice and procedure shall be provided to non-member agency 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, 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 department payroll office.



If the form is not completed and returned with 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. Employee Lists

The County will furnish the Union with a monthly list of employees in the Bargaining Unit. The employee list shall contain the name, employee number, date of hire into the Unit, classification title, item number, item sub, item step salary rate, 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. This employee list shall be provided to the Union at a cost to be determined by the Auditor-Controller.

Such lists 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.

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.

ARTICLE 25      ACCESS TO WORK LOCATIONS

Authorized Union representatives shall be given access to non-patient and non-security work locations during working hours to conduct grievance investigations and observe working conditions on the condition that Union representatives shall comply with the regulations established in this Article, and that Union representatives shall not interfere with work operations of any department or district of the County.

Headquarters Work Locations

When visiting any department or district headquarters work location, Union representatives shall contact the personnel office prior to entering any work areas. The Union representative shall state the purpose of his visit, i.e., grievance investigation or observation of working conditions. The Management designate in the personnel office may deny access to work areas if it is deemed that a visit at that time shall interfere with the operations of the department. If access is denied, the Union representative shall be informed when access will be made available. Such access shall not be more than 24 hours, excluding Saturdays and Sundays and legal holidays, after the time of the Union representative's request, unless otherwise mutually agreed to.

### Field Work Locations

Union representatives desiring access to field work locations shall either telephone the appropriate Management representative responsible for the district, division or yard or shall personally contact such Management representative upon entering any work location under his supervision. The Management representative contacted may deny access to a work location if he deems a visit at the time indicated shall interfere with the operations of the department or district. If access is denied, the Union representative shall be informed when access will be made available. Such access shall not be more than 24 hours, excluding Saturdays and Sundays and legal holidays, after the time of the Union representative's request, unless otherwise mutually agreed to.

### Union Representative List

The Union shall give to each department or district head having employees in the Unit a written list of the names of all authorized Union representatives, which list shall be kept current by the Union. Access to work locations shall only be granted to Union representatives on the current list.

ARTICLE 26      ORGANIZATIONAL LEAVEEmployee Organization Leave

AFSCME, Local 119, may request up to two (2) employees in the Unit at the same time on leave of absence to work on union business. 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. AFSCME Local 119 may request additional releases of employees to the Chief Executive Office. Said requests will be granted based on organizational needs.

The leave shall be without County pay or benefits of any kind, unless fully reimbursed by the union. Leaves shall generally be for a maximum of one year. An individual employee's leave may be extended at the discretion of management. Employees on such leave will have their performance evaluation reflect that they were on authorized organizational leave.

The provisions of this Article do not apply to probationary and temporary employees.

ARTICLE 27      CONTRACTING OUT

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

Prior to the release of a Request for Proposal (RFP) or of any invitation for bids, or the extension or modification or changes to any existing contract, the Department shall provide copies of all documents mentioned herein to AFSCME, Local 119 and in coordination with the Chief Executive Office Employee Relations Division shall offer to meet and consult with the Union and respond to requests for information within ten (10) business days, unless mutually waived.

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.

The Chief Executive Office shall issue an annual reminder to all county Departments to provide notice to the Union prior to the release of a Request for Proposal (RFP) or the extension or modification of an existing contract

ARTICLE 28      EMPLOYEE LISTSSection 1.

The master list is a list of the names and payroll locations of all employees in the classifications comprising this unit as listed in Article 6, Salaries. Such master list may be furnished by Management when requested by Local 119 no more than four (4) times a year. Local 119 is entitled to one list at no charge each year of the agreement. Local 119 shall pay to the County \$100.00 for each additional master list furnished by the County. Such payment shall be due and payable within 30 days from the date of billing. Within 30 days from the effective date of this Memorandum of Understanding, Management shall provide Local 119 with the first master list without charge.

Upon Local 119's request the County will provide the master list in computer tape format following Local 119's payment to the County of an initial \$500.00 programming fee.

Section 2.

Management will supply to employees newly hired or transferred into the Unit a package supplied by AFSCME Local 119 which will advise such employees that AFSCME Local 119 is the certified majority representative of the Unit.



ARTICLE 29      OBLIGATION TO SUPPORT

The parties agree that subsequent to the execution of this Memorandum of Understanding and during the period of time said Memorandum is pending before the Board of Supervisors for action, neither AFSCME Local 119 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 the Memorandum of Understanding in its entirety.

ARTICLE 30      FULL UNDERSTANDING, MODIFICATIONS, 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 procedures affecting the employees in the Unit. Where Management finds it necessary to make such change, it shall notify AFSCME Local 119 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 119 of changes resulting from emergent or legal requirements as soon as practicable. AFSCME Local 119 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 119 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 31      CONSULTATIONSection 1.

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.

Section 2.

Within 90 days of the effective date of this Memorandum of Understanding, the Department Head or his/her representative shall, upon request, consult with the President and Vice President or Chief Steward and the senior steward in the affected department regarding the implementation of other than a five-day, eight-hour workweek at selected facilities employing persons represented by AFSCME Local 119.

Subsequent consultations on this subject shall be held no more frequently than once quarterly during the term of this agreement.

ARTICLE 32            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, ordinances 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 provisions of this Memorandum of Understanding is in conflict or inconsistent with such applicable provisions of Federal, State or local law or regulations, or is otherwise held to be invalid or unenforceable by any tribunal of competent jurisdiction, such part or provision shall be suspended and superseded by such applicable law or regulations, and the remainder of this Memorandum of Understanding shall not be affected thereby.

ARTICLE 33            STRIKES AND LOCKOUTS

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

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

ARTICLE 34            MANAGEMENT RIGHTS

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

ARTICLE 35            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 CEO to reduce or discontinue departmental personnel services contracts, and allow voluntary demotions before laying off any members of a bargaining unit.

Section 3.            Notice Provisions for Layoffs and Demotions

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

Section 4.            Proposition A Contracts

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

Nothing in Section 4 has any impact on Proposition A contracts in effect on October 1, 1993. New Proposition A Contracts do not include Proposition A contract renewals, extensions, or rebids of existing Proposition A contracts.

ARTICLE 36            NEW EMPLOYEE ORIENTATION

AFSCME Local 119 representatives shall participate in new employee orientation for the sole purpose of providing employee regarding Union membership, which include AFSCME Local 119 members.

AFSCME Local 119 shall be provided with a ten-day notice to conduct a face to face meeting of authorized AFSCME Local 119 representative(s) on County time with new employee(s) for a maximum uninterrupted time of up to 60 minutes at a location away from the employee(s) work area (e.g. training area, conference room, empty office) and absent other distractions, including management, Human Resources, and other union(s) representatives being present. The AFSCME Local 119 Representative(s) may provide the new employee(s) any information and materials about AFSCME Local 119, its programs, benefits of becoming a member, and membership card.

ARTICLE 37            AUTHORIZED AGENTS

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

- A. Management's principal authorized agent shall be County's Chief Executive Officer or his duly authorized representative (Address: 222 North Grand Avenue, Los Angeles, California 90012; Telephone: (213) 974-4029), except where a particular Management representative is specifically designated in connection with the performance of a specific function or obligation set forth herein.
  
- B. Local 119's principal authorized agent shall be its President or his duly authorized representative (Address: 514 Shatto Place 3<sup>rd</sup> Floor, Los Angeles, California 90020; Telephone: (213) 487-9887).

ARTICLE 38            JOINT LABOR MANAGEMENT COMMITTEE (JLMC)Section 1.            Purpose

The parties will establish a Joint Labor Management Committee to address issues of mutual concern, which have a substantial county wide impact on employees in this Bargaining Unit.

Section 2.            Committee Membership

The Joint Labor - Management Committee shall consist of management representatives from Health Services, ISD, Fire, Sheriffs, Public Works, the Chief Executive Office or designee and employee representatives in Bargaining Unit 421, unless otherwise agreed upon. Management representatives will be designated by the Chief Executive Office. 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 and commence within thirty (30) days of the ratification of this contract.

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

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.

The Committee shall be limited to a total of ten (10) members Countywide, unless the parties mutually agree otherwise. Five (5) members shall be appointed by Management and a total of five (5) members representing the Unit shall be appointed by the Union.

Meeting shall be on County time for employees who are scheduled on scheduled meeting dates. Employees not scheduled to work on scheduled meeting dates shall not be compensated but may attend scheduled meetings.

The committee shall have the authority to develop its own internal procedures, including ground rules, the scheduling of meetings and use of consultants. Management shall provide pertinent information as provided for under the Employee Relations Ordinance and the Public Records Act.

### Section 3. Contracting Services

Upon request of the union, the committee shall meet for the purposes of discussing contracting services, which are also performed by permanent employees whose classifications are contained in this unit.

The committee shall look at all benefits that can be attributed to contracting the work in. During the term of this agreement, as positions are vacated, the committee will work to assure that those vacated positions are filled rather than contracting out additional work.

The County shall respond to information requests initiated by the unit representatives to address the subject matter.

Section 4.            Standby - Joint Labor Management Committee

Within thirty days of the ratification of this agreement, Management and Labor shall convene a BU 421 Labor Management Committee for purposes of memorializing existing Standby practices, policies, and expectations by all Departments, and subdivisions thereof, which contain Local 119 (BU 421).

Further, the committee shall meet in good faith, at a frequency that will allow the final policies, procedures and expectations to be submitted to the applicable approving authority no later than 6 months after the ratification of this agreement.

The JLM may meet with the Departments separately or jointly, at the County's discretion.

ARTICLE 39      CONSULT

Upon request, County Management agrees to meet with representatives of AFSCME Local 119 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 prior to effecting basic changes in any rule or procedures affecting employee relations. Every reasonable effort shall be made to have such consultation prior to effecting basic changes in any rule or procedures affecting employee relations.



ARTICLE 40      GRIEVANCE MEDIATION

1. This procedure is an alternate dispute resolution and does not supersede the provision of Article 20, Grievance Procedure.
2. Only those grievances which meet the requirements for submission to arbitration pursuant to Article 20, Section 8, can be submitted to grievance mediation. Both AFSCME Local 119 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 Local 119 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 practical consistent with the mediator's schedule.
4. The parties agree that no stenographic record of the session will be made; there will be no representation by Counsel, and there will be no pre- or post-hearing briefs filed.
5. The mediator's role shall be to assist the parties to reach an agreement. The mediator shall not have authority to impose a settlement on the parties. Any final settlement of the grievance shall be reduced to writing and signed by Management, Local 119 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 and/or 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 provision of this Article shall not be subject to arbitration.

ARTICLE 41            FIRE AIR OPERATIONS LABOR MANAGEMENT  
COMMITTEE

Section 1.            Purpose

Within thirty (30) days of the ratification of this agreement, Management and Labor shall convene a BU 421 Labor Management committee to explore and implement agreed upon solution to problems of mutual concerns, including, but not limited to:

- a. Identify criteria of county owned electronic devices(s), maintained by the Department to ensure the latest applications and current manuals are loaded.
- b. Improving Health and Safety of helicopter mechanics by developing annual mandated in-service training addressing exposure reduction and hazard control. This training will also cover proper exposure reporting and care.
- c. Personal Protective Equipment. Management agrees to issue one flight suit (Nomex pants, Nomex shirts, gloves, skull cap and Thermo Plastic Liner) to each helicopter mechanic series employees to be replaced on an as needed basis approved by Management. The Department will have several helmets of different sizes available for use, in an area dedicated only for use by the helicopter mechanic series employees.

A joint labor management committee will assist with the selection of garment color, striping and name tag content and protocol regarding the helmets.

Section 2.                    Meetings and Agendas

The Committee shall meet monthly for the first year and no less than quarterly thereafter. If the meeting must be cancelled or postponed by either party, every effort will be made to reschedule the meeting to a date/time mutually agreed by the parties.

The agenda for the meeting shall be prepared two weeks in advance of the meeting collaboratively by Management and Labor.

ARTICLE 42            FLEET OPERATIONS JOINT LABOR MANAGEMENT COMMITTEE

A.    FIRE FLEET LABOR MANAGEMENT COMMITTEE

Section 1. Purpose

Within thirty (30) days of the ratification of this agreement, Management and Labor shall convene a BU 421 Labor Management committee to explore and implement agreed upon solution to problems of mutual concerns, including, but not limited to:

- a.    Fleet maintenance practices and compliance with mandates.
- b.    Training

A good faith effort will be made to develop and implement agreed upon solutions.

Section 2. Attendance

- Fleet Management
- Safety members of the Apparatus Committee
- CEO ER
- Department to request attendance of County Counsel
- Department Safety officer

Section 3. Meetings and Agendas

The Committee shall meet monthly for the first year and no less than quarterly thereafter. If the meeting must be cancelled or postponed by either party, every effort will be made to reschedule the meeting to a date/time mutually agreed by the parties.

The agenda for the meeting shall be prepared two weeks in advance of the meeting collaboratively by Management and Labor.

B. DEPARTMENT OF PUBLIC WORKS FLEET OPERATIONS

Section 1. Purpose

Within thirty (30) days of the ratification of this agreement, Management and Labor shall convene a BU 421 Labor Management committee to explore and implement agreed upon solution to problems of mutual concerns, including, but not limited to:

- a. Training
- b. PPE and hazardous exposure
- c. Tooling
- d. Reclassification of PET to PET Supervisor

Section 2. Meetings and Agendas

The Committee shall meet monthly for the first year and no less than quarterly thereafter. If the meeting must be cancelled or postponed by either party, every effort will be made to reschedule the meeting to a date/time mutually agreed by the parties.

The agenda for the meeting shall be prepared two weeks in advance of the meeting collaboratively by Management and Labor.

C. SHERIFF'S DEPARTMENT FLEET OPERATIONS

Section 1. Purpose

Within thirty (30) days of the ratification of this agreement, Management and Labor shall convene a BU 421 Labor Management committee to explore and implement agreed upon solution to problems of mutual concerns, including, but not limited to:

- a. Hazardous exposure

Section 2. Meetings and Agendas

The Committee shall meet monthly for the first year and no less than quarterly thereafter. If the meeting must be cancelled or postponed by either party, every effort will be made to reschedule the meeting to a date/time mutually agreed by the parties.

The agenda for the meeting shall be prepared two weeks in advance of the meeting collaboratively by Management and Labor.



ARTICLE 43      SUPERVISORY DUTIES

Employees of this unit will not be assigned to perform any supervisory duties as defined by County Code Section 5.04.030 (R).

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.

AMERICAN FEDERATION OF STATE,  
COUNTY AND MUNICIPAL EMPLOYEES  
COUNCIL 36, LOCAL 119

COUNTY OF LOS ANGELES  
AUTHORIZED MANAGEMENT  
REPRESENTATIVE

By  \_\_\_\_\_  
ANDREAS JUNG  
Chief Negotiator

By  \_\_\_\_\_  
SACHI A. HAMAI  
Chief Executive Officer

TO BE JOINTLY SUBMITTED TO COUNTY'S BOARD OF SUPERVISORS

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

THIS MEMORANDUM OF UNDERSTANDING, made and entered into this 5<sup>th</sup> day  
of March 2019,

BY AND BETWEEN

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

AND

Association of Psychiatric Social  
Workers/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, Local 2712, AFSCME was certified on May 26, 1970, by County Employee Relations Commission (Employee Relations Commission File No. 27-70) as the majority representative of County employees in the Psychiatric Social Workers Employee Representation Unit (hereinafter "Unit") previously found to be appropriate by said Employee Relations Commission. Management hereby recognizes Local 2712, AFSCME 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 Article 6, Salaries, as well as such classes as may be added hereafter by the Employee Relations Commission.

Members of Unit 721, not to exceed a total of six (6), whom, upon request of the Association, 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 AFSCME and all other rights in the Employee Relations Ordinance and Government Code, Sections 3500 through 2712.

The provisions of this Memorandum of Understanding shall be applied equally to all employees covered hereby without favor or discrimination because of race, color, gender, sexual orientation, age, national origin, political or religious opinions or affiliations, or handicapped status, or other non-merit factors as defined by the Civil Service Rule No. 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 Los Angeles County Code, required to implement the full provisions of Articles; and
- C. Acts to appropriate the necessary funds required to implement the provisions of this Memorandum of Understanding which require funding.

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

Implementation shall be effective as of date of ratification by County's Board of Supervisors. If the parties do not mutually agree to implement appropriate provisions of this Memorandum not requiring approval by the Board of Supervisors, then negotiations shall resume upon the request of either party.

ARTICLE 4            TERM

The term of this Memorandum of Understanding shall commence on the date when the terms and conditions for its effectiveness, as set forth in Article 3, Implementation, are fully met, but in no event shall said Memorandum of Understanding become effective prior to 12:01 a.m. on October 1, 2018. This Memorandum of Understanding shall expire and otherwise be fully terminated at 12:00 a.m. on September 30, 2021.



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, 2021, 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, 2021, 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, 2021 unless the parties mutually agree to continue negotiations.

ARTICLE 6            SALARIESSection 1.            Recommended Salary Adjustment

ITEM NO	ITEM CLASSIFICATION	EFFECTIVE DATE	NOTE	SCH	MINIMUM RATE	MAXIMUM RATE
9029	MENTAL HEALTH CLINICIAN I	CURRENT	N2M	90L	5203.27	6463.27
		10/01/2018	N2M	91H	5307.00	6592.27
		10/01/2019	N2M	92G	5439.18	6756.82
		10/01/2020	N2M	93F	5574.64	6925.45
9030	MENTAL HEALTH CLINICIAN II	CURRENT	N3MW	93L	5958.45	7401.91
		10/01/2018	N3MW	94H	6077.36	7549.82
		10/01/2019	N3MW	95G	6229.18	7738.55
		10/01/2020	N3MW	96F	6384.64	7931.73
8148	MENTAL HEALTH SERVICES COORD I	CURRENT	N3M	93K	5943.91	6993.82
		10/01/2018	N3M	94G	6062.45	7133.27
		10/01/2019	N3M	95F	6213.82	7311.45
		10/01/2020	N3M	96E	6368.91	7494.18
9037	PSYCHIATRIC SOCIAL WORK CONSULTANT	CURRENT	N3M	95D	6183.09	7275.27
		10/01/2018	N3M	96A	6306.00	7420.00
		10/01/2019	N3M	96L	6463.27	7605.45
		10/01/2020	N3M	97K	6624.64	7795.82
9034	PSYCHIATRIC SOCIAL WORKER I	CURRENT	N2M	90L	5203.27	6463.27
		10/01/2018	N2M	91H	5307.00	6592.27
		10/01/2019	N2M	92G	5439.18	6756.82
		10/01/2020	N2M	93F	5574.64	6925.45
9035	PSYCHIATRIC SOCIAL WORKER II	CURRENT	N3MW	93L	5958.45	7401.91
		10/01/2018	N3MW	94H	6077.36	7549.82
		10/01/2019	N3MW	95G	6229.18	7738.55
		10/01/2020	N3MW	96F	6384.64	7931.73

When mutually agreed to by the parties, and if a legitimate fiscal emergency exists, the MOU may be reopened on the issue of the third-year wage of the agreement.

The County agrees to reopen the salary related articles of the MOU if any bargaining unit in the County receives a higher general pay increase during the 2018-2021 term of this MOU.

Effective March 1, 1999, whenever any person employed as a Psychiatric Social Worker II (Item No. 9035) or Psychiatric Social Work Consultant (Item No. 9037) has been on the top step of the established salary range for Psychiatric Social Worker II (Item No. 9035) or Psychiatric Social Work Consultant (Item No. 9037) for at least one (1) year, he/she shall receive additional compensation of twelve (12) standards levels above the top step otherwise established for these classes.

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

Section 2.            Step Advances

- A. Full-time permanent employees in this unit who are below the top step of the salary range and who are eligible for an annual step advance will be granted a step advance only when a competent or better Performance Evaluation has been filed by the employee's department head. The Performance Evaluation shall be filed at least one month prior to the employee's step advance anniversary date and within a period which does not exceed one year prior to that date.
  
- B. If no performance review is filed as defined in a. above, or if an employee receives an Improvement Needed Performance Evaluation, the employee's step advance will not be granted on the date due.

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

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.

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

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

2. Where the department head issues a Performance Evaluation upon request of the Department of Human Resources, and said Performance Evaluation is competent or better, the employee shall be provided a step advance within 30 days effective to his step advance anniversary date.
3. Grievances based on an Improvement Needed Performance Evaluation shall be filed within ten business days of issuance with the department head or his or her designated representative who shall respond to the grievance within ten business days.

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

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

Section 3.

The parties having jointly reviewed and considered available salary 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            OVERTIMESection 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 1/2) times his/her regular rate of pay. Regular rate of pay shall be calculated as provided for by the Fair Labor Standards Act.
  
- C.     An employee may request compensatory time off (CTO) in lieu of pay at a rate of one and one-half (1-1/2) hours off for each hour of overtime worked to a maximum of 48 hours on the books at any one time. To use compensatory time, an employee must submit a written request to the immediate supervisor at least five (5) working days prior to the first date requested to be off.

Such accumulated compensatory time may be taken off subject to staffing requirements and with prior written

approval of departmental management. Subject to operational needs, management shall not unreasonably deny requests to use compensatory time which have been submitted pursuant to the above procedure.

Accrued compensatory time shall be paid prior to any promotions. Unless approved by management, employees may not accrue overtime hours which are worked during disaster periods or emergencies declared by the Board of Supervisors, local or federal government.

At the discretion of management, an employee may be paid for a portion or all of his/her CTO at any time.

D. 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.

Section 3. Distribution of Overtime

Management shall assign overtime work as equitably as possible among all employees in the same classification, work unit, and location. In the assignment of overtime under this provision, Management may consider special skills required to perform work.

ARTICLE 8            EMPLOYEE BENEFITS

The parties agree that the provisions of the Memorandum of Understanding between the County and the Coalition of County Unions, AFL-CIO, including Fringe Benefits, Mileage, and Retirement 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

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 one dollar (\$1.00) per hour bonus for each hour worked during such shifts.

Section 2.            Weekend Differential

All DHS employees in this bargaining unit who work a weekend shift as defined by County Code shall receive an additional \$2.25 per hour bonus for each eligible hour worked.

Effective October 1, 2018, all members of this bargaining unit in DMH who work a weekend shift as defined by County Code shall receive, in addition to any other relevant compensation in this Article an additional \$1.00 per hour for each eligible hour worked.

Section 3.            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 pay as a result of call back.

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

Section 4.            Standby

- A.     Effective upon Board of Supervisors approval of the MOU, persons whose regular assignment is within the Full Service Partnership Program and the Emergency Outreach and Triage Division (EOTD) including, Law Enforcement team, Psychiatric Mobile Response Team; Assisted Outpatient Treatment; School Threat Assessment Response Team, and any other newly created program developed throughout the term of this MOU, shall receive a \$2.50 per hour bonus, but not to exceed a maximum of \$500.00 per month (\$250.00 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 Executive Officer, and payment of said bonus for standby service requires the finding of the Chief Executive Officer that such service meets the standards set forth above.

Section 5.                    Sheriff and Probation Detention Facilities

Effective October 1, 2013, any person employed in a full-time permanent position of Psychiatric Social Worker I (Item No. 9034), Psychiatric Social Worker II (Item No. 9035) or Mental Health Services Coordinator I (Item No. 8148), Mental Health Clinician I (Item No. 9029) and Mental Health Clinician II (Item No. 9030) who is permanently assigned to work, on a full-time basis in any Los Angeles County Sheriff's or Probation Detention Facility, 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.

Effective October 1, 2019, any member of this unit who is permanently assigned to work, on a full-time basis in any Los Angeles County Sheriff or Probation Detention Facility, shall receive in addition to any other compensation in this Article \$150.00 per month (\$75.00 per pay period). Effective October 1, 2020, compensation for unit members permanently assigned to work Detention Facilities shall increase to \$180.00 per month (\$90.00 per pay period). Compensation pursuant to this section does not constitute a base rate.

Section 6.            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 Executive 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 CEO 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 in number 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 7.            Bilingual Bonus

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.

Section 8.                    DHS Medically Qualified Bilingual Bonus Status

Within 180 days of Board of Supervisors' approval of this MOU, the Labor Management Transformation Committee agrees to convene a Work Group to discuss the creation and implementation of a two tiered "medically" qualified bilingual bonus for Department of Health Services employees providing cultural and linguistic appropriate services. Should all parties comprising said Work Group reach a consensus, the County agrees to present to the Chief Executive Officer for implementation. This language shall sunset at the end of the contract term on September 30, 2021.

Section 9.                    Service Pay Bonus

Effective October 1, 2019, all members of this unit who are permanently paired with Law Enforcement as part of their regular assignment, shall receive, in addition to any other relevant compensation in this Article, One Hundred Fifty Dollars (\$150.00) per month, (\$75.00 per pay period). Effective October 1, 2020, any members of this unit who are permanently paired with Law Enforcement as part of their regular assignment, shall receive in addition to any other relevant compensation in this Article, One Hundred Eighty Dollars (\$180.00) per month, (\$90.00 per pay period).



ARTICLE 10      PAYCHECK ERRORSA.    Underpayments

1.    If an underpayment of 10% of base monthly pay (5% of base monthly pay if paid twice a month) or \$100, whichever is least, occurs in an employee's paycheck, a paycheck correction may be requested. Such request must be made to the appointing authority within two business days after receipt of the warrant. Otherwise, the correction shall be made in the next regularly issued warrant.
  
2.    The appointing authority shall submit employee's paycheck correction request to the Auditor-Controller within two business days of receipt.
  
3.    The Auditor-Controller will issue a corrected or supplemental warrant within three working days after receiving the request from the appointing authority.
  
4.    Changes in salary resulting from step advances or changes in status are excluded from amounts which constitute paycheck errors for purposes of this Article.

B.    Overpayments

1.    Employees will be notified at least 30 days prior to the recovery of overpayments.

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

ARTICLE 11

BULLETIN BOARDS

Management will furnish dedicated bulletin board space for AFSCME, the size and location to be determined jointly by departmental Management and the AFSCME.

The boards shall be used only for the following information:

- A. AFSCME recreational, social and related news bulletins;
- B. AFSCME meetings;
- C. Information concerning AFSCME elections and the results thereof;
- D. Information concerning insurance and any other benefits offered to members by the union;
- E. Reports of official business of AFSCME, including reports of committees or the Board of Directors; and

- F. Any other written material which first has 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.

Management shall provide keys to any locked access bulletin board to one AFSCME designee.

ARTICLE 12            SAFETY AND HEALTHSection 1.            Parties' Responsibilities

It is the duty of Management to make every reasonable effort to provide and maintain a safe place of employment, including restrooms. AFSCME will cooperate by encouraging all employees to perform their work in a safe manner. It is the duty of all employees in the course of performing their regularly assigned duties to be alert to unsafe practices, equipment and conditions and to report any such unsafe practices, or conditions to their immediate supervisors. If such condition cannot be satisfactorily remedied by the immediate supervisor, the employee has the right to submit the matter in writing either personally or through his AFSCME Advocate to the local facility safety officer or the departmental safety officer, if there is no local safety officer.

On any matter of safety that is not resolved by the safety officer within a reasonable period of time, the AFSCME Advocate may confer with the safety officer who will respond in writing.

If the AFSCME Advocate is not satisfied with the response of the safety officer, an AFSCME business agent, or any officer of AFSCME Local 2712 may request a meeting between Management and the Union.

In recognition of the special challenges and risks associated with field-based work, workers shall not go alone when seeing, visiting, or transporting clients/families in the community for the first eight (8) weeks in any field assignment.

DMH Management shall report to AFSCME Local 2712 as soon as practicable, any known critical incident including assault; credible threats; confiscated weapons; vermin or insect infestation; dangerous facility conditions; and hazardous materials or pathogens that involve members of this unit. The information shall not include specific identifying information of any individual.

Additionally, employees in this unit may request to be partnered with another worker where known or suspected increased safety risks exist upon consultation with a supervisor.

Upon request by the union, Departments and AFSCME Local 2712 shall convene joint meetings for the purpose of consultation on Health and Safety issues, as needed. The recommendations of the meetings, shall be advisory in nature.

Section 2.            First Aid Kits

The departmental safety officer or appropriate representative will make every reasonable effort to maintain first aid kits at all work facilities, which shall include disposable gloves and hand sanitizer.

Section 3.            Safety Procedures

- A. Safety standards shall be developed and consulted at the time that leases are reviewed for DMH worksites.

- B. Designated emergency exits will be in compliance with applicable County, Cal OSHA, and Fire Marshall requirements.
- C. Semi-annual Safety drills for all worksite staff.
- D. Safety training for all staff at least once per year.
- E. Management will continue to install buzzers in all new work sites and will make every reasonable effort to install buzzers at existing work sites.
- F. Management agrees to notify and consult with the union in a timely manner prior to making any significant changes to existing safety measures.
- G. Management agrees to follow the practices regarding field visits outlined in the Mental Health Illness and Injury Prevention Plan (IIPP). The parties agree that “stable circumstances” as mentioned in the IIPP refers to a secure site, including but not limited to hospitals, schools, community centers, fire or police stations.

Section 4.            "Health and Safety Committee - Department of Mental Health"

Each Mental Health clinic and program shall have a Health and Safety Committee. The responsibilities of the Committee shall be to:

Alert Management to all safety and security concerns, including identifying potential safety, health, and security problems in the clinic and all programs 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 all programs 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 and all programs.



Provide to clinic and all program Management recommendations for various safety training programs for staff, such as "Non-violent Crisis Intervention."

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

The Committee shall meet monthly on County time and shall at least quarterly include on its' agenda, field-based safety and best practice strategies. The recommendations of the Committee shall be advisory in nature.

Section 5.

Management will respond in writing within three working days to any written request by an employee or the Union for information regarding whether a work condition is dangerous.

Section 6.            Health and Safety Legislation

Management and Local 2712, AFSCME agree that the Williams-Steiger Occupational Safety and Health Act of 1970, the California Occupational Safety and Health Act of 1973, and the State legislation commonly called "SB 198" shall be binding on both parties.

Section 7.            DMH Injury and Illness Prevention Plan

The County and the Union agree to meet and confer on any negotiable issues arising out of the Department of Mental Health Injury and Illness Prevention Plan (IIPP).

Section 8.            DMH Countywide health and Safety Committee

DMH Health and Safety Committee meets monthly and may make recommendations of specific health and safety concerns which arise from the local Health and Safety committee meetings, issues resulting from safety incidents, field-based safety standards, and personal safety devices as appropriate. The recommendations may be submitted to management for review and consideration for inclusion in the IIPP, and when mutually agreed, recommendations may be adopted.

The Committee shall include one (1) AFSCME Local 2712 representative and five (5) employees in the unit, selected by the Union.

ARTICLE 13            WORK SCHEDULES AND TRANSFERSSection 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.

Employees who have completed the probationary period on their current item, and who have and maintain a competent or better performance evaluation may request alternative work schedules including 9/80 and 4/40. Management will respond to an employee's request for an alternative work schedule within twenty (20) business days. Alternative work schedules will be granted based on the needs of the operation as identified by management. Employees covered by Fair Labor Standards Act will not be placed on alternative work schedules that mandate the payment of overtime under the act.

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 written 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

Employees in this bargaining unit who wish to transfer to another work location 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.

Management agrees to review transfer lists before assigning newly hired employees. Management will consider factors such as the employee's seniority, experience, academic training, professional skills and geographical location in making transfer decisions. 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 operational needs. Management will give as least ten (10) business days' advance written notice prior to a transfer.

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 AFSCME Local 2712 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 at least thirty (30) days prior to effecting basic changes in any rule or procedures affecting employee relations.

Management agrees to consult on request with 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.

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 AFSCME Local 2712 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 twelve (12) employee representatives between Bargaining Units 721 and 724. Management representatives will be designated by the Department Head.



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. Management will accommodate requests by either unit to meet alone on standing JLMC meeting days.

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.

#### Health Reform and Integration Advisory Committee

The parties agree to establish a joint labor-management committee (titled the Reform and Integration Advisory Committee) to review the impact on conditions of employment resulting from health care reform and Health Agency integration on the Department of Mental Health (DMH), the County Health Agency, DHS, and DPH and make recommendations to management. Management from the County Health Agency, Health Services and Public Health will be invited to participate in the Advisory Committee meetings.

The Committee can make recommendations on how best to implement health care reform and integration. The Committee, which will be chaired by the County, will have a maximum of seven (7) members from Local 2712 and seven (7) members from Local 2712.

The Committee will meet once a month as necessary, at a time and place to be determined by the committee.

An agenda will be prepared in advance of each meeting. If there are topics on the agenda affecting any other department, a representative for labor, and a representative for management from that department will be invited to attend. Any party can add items to the agenda.

Management agrees to consult with the committee on new classifications or classification changes resulting from health care reform and integration.

Pursuant to the County's Employee Relations Ordinance, upon written request by the Union, County Management agrees to meet and confer with the union on negotiable subjects specifically related to DMH's, DHS's, and DPH's changes under health care reform and integration when such matters are not covered by Memoranda of Understanding, Civil Service Rules, or other laws, regulations, or agreements between the parties.

This section shall expire on September 30, 2021.

ARTICLE 15            OUT-OF-CLASS ASSIGNMENTS

Section 1.            Definitions

- A. For the purpose of this Article, an out-of-class assignment is the fulltime 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.

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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.]

Section 2.            Conditions

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

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

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

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

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

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

Section 3.            Special Provisions

- A.     Nothing herein shall be construed to limit the authority of Management to make temporary assignments to different or additional locations, shifts or work duties for the purpose of meeting emergency situations over which the department has no control. However, such assignment shall not extend beyond the period of such emergency.
  
- B.     Nothing in this Article shall be construed as limiting Management's authority to make temporary incidental assignments on higher rated classifications work, or to assign employees out-of-class for the purpose of training without any additional compensation for the duration of such training. Written confirmation of such assignment will be placed in the employee's personnel file upon request of the employee.
  
- C.     It is agreed that the provisions of this Article will be applied within departments and districts within the County and is not intended to apply across departmental organizational units.

- D. Upon the employee's written request, a written confirmation of his/her out-of-class assignment shall be placed in the employees personnel file after completion of the out-of-class assignment. A copy will be provided to the employee.
  
- E. Grievances filed under this Article may be filed under the expedited arbitration procedure set forth in this MOU.

ARTICLE 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 County service.
  
6. Management shall return ROTOS to employees within ten (10) business days of receipt.



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.

An employee shall be advised of, and entitled to read and receive a copy, if requested, of 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 declines to sign, the supervisor shall note declines to sign on the copy to be filed along with the supervisor's signature and the signature of a witness to the employee's declining to sign. This paragraph shall not be subject to the grievance process unless the matter is unresolved within twenty (20) business days after notice to Human Resources.

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

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

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

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

On reviewing his/her personnel file, an employee may request and have any written warnings or reprimands 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 all documents or written statements used and/or referenced by the department as a basis for its action that are the property of or in the possession of the Department.

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

ARTICLE 18            EMPLOYEE LEAVESSection 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 Executive 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 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. Medical evidence shall be sent to the departmental return-to-work coordinator.

Section 4.            Educational Leave

Pursuant to applicable provisions of the Civil Service Rules, and subject to the staffing needs of the department, unpaid educational leaves may be granted to permanent employees upon presentation of a plan for schooling designed to improve the employee's value to the County, and evidence of acceptance by an accredited college or university. Bargaining unit members may elect to use non-sick benefit time during educational leave.

Section 5.            Employee Organization Leave

AFSCME, Local 2712, may request up to two (2) employees in the Unit at the same time on leave of absence to work on union business. 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.

AFSCME Local 2712 may request additional releases of employees to the Chief Executive Office. Said requests will be granted based on organizational needs.

The leave shall be without County pay or benefits of any kind, unless fully reimbursed by the union. Leaves shall generally be for a maximum of one year. An individual employee's leave may be extended at the discretion of management. Except by mutual agreement, no more than one (1) employee shall be on such leave from any given service area. Employees on such leave will have their performance evaluation reflect that they were on an authorized organizational leave.

The County agrees to release the AFSCME Local 2712 President, Vice President and Chief Steward up to twenty-four (24) hours quarterly without loss of pay or benefits to perform Union business as related to County services. The County further agrees to release AFSCME Local 2712 stewards and board members up to twenty-four (24) hours quarterly without loss of pay or benefits to perform Union business as related to County services. Additional reasonable leave request for the President without loss of pay or benefits shall be determined in consultation with management, and subject to management approval based on operational needs.

Section 6.            Family Leave

- A.     The parties agree that employees covered by this Memorandum of Understanding are subject to the provisions of the California Family Rights Act of 1993 (CFRA) and the Federal Family and Medical Leave Act of 1993 (FMLA), as amended and the California Fair Employment and Housing Act (FEHA) Pregnancy Disability Leave (PDL).

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

- B.     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.
- C.     Absences incurred for a Family Leave qualifying reason may not be used for purposes of placing or keeping an employee on certified time or cited or referenced in any Performance Evaluation or Appraisal of Promotability. Employees on certified time with FMLA qualifying absences shall not be required to provide medical certifications for those FMLA absences above and beyond the medical certification requirements in the County Family Leave Policy.
- D.     This section shall not be subject to arbitration.

Section 7.            Jury Duty and Witness Leave

During the time an employee is actually reporting to the court for jury duty and following receipt of "Certificate of Jury Service" (Jury Form 4), the Department Head or his/her designate will temporarily convert the employee's usual shift to a regular five-day Monday through Friday day-shift basis. The employee will be returned to their usual work shift as soon as practicable upon completion of Jury or Witness service.

Any person holding a permanent position ordered to serve on a jury shall be entitled to his/her regular pay provided the employee deposits his/her fees for service, other than mileage, with the County Treasurer.

Whenever any full-time permanent employee is required to be absent from work by a proper subpoena, issued by a court or commission legally empowered to subpoena witnesses, which compels the employee's presence as a witness, unless the employee is a party or an expert witness, the employee shall be allowed the time necessary to be absent from work at the employee's regular pay to comply with such subpoena, provided the employee deposits any witness fees, except mileage, with the County Treasurer.



ARTICLE 19      PROFESSIONAL DEVELOPMENT AND 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.

Employees who are not required to complete Continuing Education Units to maintain a professional license may request County time for work related training. Management will distribute as equitably as possible among all employees in the same job assignment paid County time to attend conferences, workshops, seminars, or symposia, when and if management provides paid County time to any employees in such job assignment.

Requests for salary only training must be submitted for approval at least six (6) 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.

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 six (6) 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 forty-two (42) 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.

Training requests shall not be denied on the basis of performance issues.

#### Professional Development and Training Advisory Committee

The Department of Mental Health and AFSCME agree to create an advisory committee to provide employee input in the development of staff training programs. The committee will consist of up to four management representatives and four employee representatives (two from Unit 721, and two from Unit 724). Meetings will be held quarterly, upon written request of the union.

#### Professional Social Workers Association Meetings

Upon request and based on operational needs, a reasonable number of employees will be allowed to attend the Professional Social Workers Association meetings.

#### Marriage and Family Therapists Association Meetings

Upon request and based on operational needs, a reasonable number of employees will be allowed to attend the Marriage and Family Therapists Association meetings.

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. Training requests shall not be denied on the basis of performance issues.

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 Mental Health Clinician I (Item No. 9029), Mental Health Clinician II (Item No. 9030), Psychiatric Social Worker I (Item No. 9034), Psychiatric Social Worker II (Item 9035), or Psychiatric Social Work Consultant (Item No. 9037) 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.

It is agreed that sixteen (16) 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

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

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 their work locations.

ARTICLE 22      PROMOTIONSSection 1.

Upon the employee's request, Management shall discuss with the employee the reason(s) he/she was not selected for a promotion if the employee ranked higher on the eligible list than the employee who was appointed. For informational purposes only, employees are advised that, under the Los Angeles County Civil Service Rules, eligible lists are available for public inspection.

For the purpose of this Article, promotion shall be defined as advancement to a position of higher rank or grade involving an increase in pay.

To facilitate the continued implementation of affirmative action, equal promotional opportunities shall be offered to all qualified members of this bargaining unit when such opportunities are available.

Section 2.

The County agrees to provide the Local President with copies of all promotional examination bulletins for classes in the bargaining Unit.

ARTICLE 23            GRIEVANCE PROCEDURESection 1.            Purpose

The purpose of the grievance procedure is to provide a just and equitable method for the resolution of grievances without discrimination, coercion, restraint, or reprisal against any employee 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 AFSCME representatives as specified in Article 28, AFSCME Representation and 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 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. If a union representative was present at the formal grievance hearing, he/she will receive a copy of the response given to the employee.
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/her 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.
  
- 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, AFSCME shall have the option of referring a grievance alleging a violation of the negotiated agreement between the parties to arbitration or in the alternative, either party may request mediation of the matter therein.

- 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 thirty (30) business days from the receipt of the written decision of the upper level Management representative or the conclusion of grievance mediation as provided in this MOU, whichever is applicable, 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 Executive 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 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 Executive 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 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 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 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. 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
- Clinical Supervision

ARTICLE 24            GRIEVANCES GENERAL-IN-CHARACTER

In order to provide an effective mechanism whereby disagreements between AFSCME 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 AFSCME has reason to believe that Management is not correctly interpreting or applying any of the provisions of this Memorandum of Understanding, AFSCME 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 Executive Officer.

Such written request shall set forth in detail the facts giving rise to the request for the meeting and shall set forth the proposed resolution sought. Within ten (10) business days of receipt of the request for such a meeting, the parties will meet for the purpose of discussing and attempting to resolve the disagreement.

- B. Within ten (10) business days of such meeting, and in the event the matter is not satisfactorily resolved; AFSCME shall have the right to meet 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 Executive Officer or his authorized representative.

Within ten (10) business days after the meeting, Management's principal representative(s) shall respond to AFSCME in writing setting forth Management's decision. The parties may waive any time limits established in this Article, including the time for the response, by mutual agreement.

- C. Within thirty (30) business days after receipt of a response to the meeting provided in (B) above, or from the conclusion of grievance mediation as provided in this MOU, whichever is applicable 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 rights of the parties or disagreements arising from the application of the terms of this Memorandum of Understanding affecting the working conditions of a significantly large number of employees in the unit, as distinguished from the rights of individual employees.

Accordingly, the parties agree that the procedures set forth herein shall not be implemented where the dispute or complaint involved is or could be effectively brought by an employee or employees, and otherwise processed through the Grievance Procedure set forth in Article 23 hereof.

ARTICLE 25            GRIEVANCE MEDIATION

1. This procedure is an alternate dispute resolution and does not supersede the provision of Article 23, Grievance Procedure.
  
2. Only those grievances which meet the requirements for submission to arbitration pursuant to Article 23, Section 7, can be submitted to grievance mediation. Both Local 2712 and Management must mutually agree to submit a qualifying grievance to grievance mediation.

After completion of the third level of the grievance procedure and by mutual agreement, either Management or Local 2712 may request the assistance of a mediator from the State Mediation and Conciliation Service to resolve the grievance.

An offer to participate in mediation shall be made to the other party within thirty (30) business days of issuance or receipt of a decision at the final level of the grievance procedure. The party receiving the request for mediation shall respond to the requestor's offer of mediation within thirty (30) business days of receiving the request. The timelines may be waived by mutual agreement.

3. It is the intent of the parties that the grievance mediation session shall begin as soon as practicable consistent with the mediator's schedule.
  
4. The parties agree that no stenographic record of the session will be made, there will be no representation by Counsel, and there will be no pre- or post-hearing briefs filed.

5. The mediator's role shall be to assist the parties to reach an agreement. The mediator shall not have authority to impose a settlement on the parties. Any final settlement of the grievance shall be reduced to writing and signed by Management, Local 2712, 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 26      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 of regulations of the department head, the Chief Executive Officer, 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) 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 the Memorandum of Understanding.
  9. The decision of the arbitration 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 27            STRIKES AND LOCKOUTS

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

In the event AFSCME or any employees covered by this agreement individually or collectively, violate the provisions of this Article and AFSCME fails to exercise good faith in halting the work interruption, AFSCME 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.

AFSCME shall only be in violation of this Article if the employees are members.

ARTICLE 28      AFSCME REPRESENTATION AND WORK ACCESSSection 1.

It is agreed and understood by the parties of this Memorandum of Understanding that there shall not be more stewards than facilities. Only an employee who has passed his/her initial probation period and who Management has designated to be a permanent employee and is an enrolled member of AFSCME Local 2712 shall be eligible for appointment as an AFSCME steward.

Section 2.

AFSCME shall give to the director of each department with employees in this Unit and the Chief Executive Officer of the County of Los Angeles a written list of the names of employees selected as AFSCME stewards, which list shall be kept current by AFSCME. The County shall give AFSCME a written list of department heads with employees in this unit. This list shall be kept current by the County.

Section 3.

Unit 721 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. Time spent on the investigation and processing of formal grievances will be recorded a form provided by management. When required to leave his/her work location to investigate or process a grievance, the AFSCME representative shall report to his/her immediate supervisor and advise him/her of his/her intent.

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

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

#### Vacancy notices

Vacancies shall be posted according to department procedures. AFSCME will be informed regarding the method of access to the vacancy listing.

ARTICLE 29            PAYROLL DEDUCTIONS AND DUESSection 1.            Deductions and Dues

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

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

Section 2.            Security Clause

Any employees in this Unit who have authorized Union dues deductions on the effective date of this agreement or at any time subsequent to the effective date of this agreement shall continue to have such dues deduction made by the County during the term of this agreement; provided, however, that any employee in the Unit may terminate such Union dues during the period December 15 through December 31, in each year of this MOU, 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 deduction 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 4.            Agency Shop

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

Such funds shall be paid through payroll deductions 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 Fee payers to meaningfully challenge the propriety of the use of Agency Fees as provided for in Chicago Teachers Union, Local No. 1, AFT, AFL-CIO et al v. Hudson, 106 S. Ct. 1066 (1986).



Such notice and procedures shall be provided to non-members Agency Fee payers in each year that the Agency Shop agreement is in effect.

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 Fee, 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

1. Management shall provide the Union with access to employee lists via Internet each pay period. 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.

The monthly list shall also contain information which includes the names and effective dates of employees leaving this bargaining unit.

2. The County will make available to each new employee entering the Bargaining Unit an information brochure, and/or letter about AFSCME, and a dues deduction card furnished by AFSCME, Local 2712. Each department will notify the union if it runs out of this material.

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.

ARTICLE 30      NEW EMPLOYEE ORIENTATION

AFSCME, Local 2712 representatives shall participate in new employee orientation for the sole purpose of providing employees information regarding AFSCME, Local 2712 Union membership.

Within sixty (60) days of employment commencement in this bargaining unit, management shall provide to AFSCME Local 2712 with ten (10) business days' notice, access for the AFSCME representative(s) to the new employees or employees who enter the bargaining unit, to conduct a thirty (30) minute one-on-one meeting to orient, educate, and update each such employee covered by this MOU, and up to sixty (60) minutes for group meetings. Such meetings shall be on County time and for the purpose of informing the employee of Union membership programs, benefits, and services. The meetings shall be held during the employee's scheduled work hours and in a private meeting space at a work location mutually agreed upon by the Union and the departments. The Union shall be provided with the names of all new hires and their assigned work location prior to their start date consistent with article 29 of this MOU.

All employees in this unit who are being assigned to a Sheriff or Probation Detention facility shall be informed by management of the unique work environment, including oversight, monitoring, procedural policies and guidelines required to work in such facilities.

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 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, or less than 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 AFSCME 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, 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 procedures affecting the employees in the Unit. Where Management finds it necessary to make such change, it shall notify AFSCME Local 2712 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 2712 of changes resulting from emergent or legal requirements as soon as practicable. AFSCME Local 2712 shall notify Management within ten (10) 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 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 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 services to be offered to the public, and exercise control and discretion over its organization and operations. It is also the exclusive right of the County to direct its employees, take disciplinary action for proper cause, relieve its employees from duty, as for example by work furloughs 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 Executive Office will arrange to meet with representatives of the Union to advise and consult 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; 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 provisions of this Memorandum of Understanding is in conflict or inconsistent with such applicable laws, rules or regulations, or is otherwise held to be invalid or unenforceable by any tribunal of competent jurisdiction, such part or provision shall be suspended and superseded by such applicable law, regulations or rules, and the remainder of this Memorandum of Understanding shall not be affected thereby.

ARTICLE 37      AUTHORIZED AGENTS

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

- a. Management's principal authorized agent shall be County's Chief Executive Officer, or his duly authorized representative (address: 222 North Grand Avenue, Los Angeles, California 90012, Telephone: 974-4029) 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. AFSCME's principal authorized agent shall be the Executive Board, AFSCME Local 2712 (address: 514 Shatto Place, Los Angeles, California 90020, Telephone: (213) 252-1382).

ARTICLE 38      CLINICAL LICENSURE SUPERVISION

Employees in this Unit in the classification of Psychiatric Social Worker I (Item No. 9034) or Mental Health Clinician I (Item No. 9029) who are not a Licensed Clinical Social Workers or Licensed Marriage and Family Therapist, shall receive clinical supervision as determined by the State of California, Board of Behavioral Sciences (BBS). Management shall adhere to applicable State laws, rules and regulations in the area of supervision pursuant to the BBS.

The department will make every reasonable effort to ensure that clinical supervision for eligible licensure hours of a PSW I or MHC I who has not yet accumulated all hours needed to apply for licensure will commence within two (2) weeks following registration with the BBS; or two (2) weeks following the hire date if the employee is registered and in good standing with the BBS. In the event that the clinical supervisor of a PSW I or MHC I still accumulating hours towards licensure becomes unavailable to provide supervision due to being on leave, having transferred, promoted, or is otherwise unavailable, management must make every reasonable effort to ensure that the impacted PSW I or MHC I is provided with another clinical supervisor within two (2) weeks.

Upon commencement of a clinical supervision relationship between any appropriate supervisor and PSW I or MHC I for the purpose of accrual of supervised hours to submit to the California Board of Behavioral Sciences, the clinical supervisor shall collaborate with the PSW I or MHC I on the development of the supervisory plan and discuss the process by which eligible hours will be tracked and documented.

The supervisor of the PSW I or MHC I will sign off on the clinically supervised hours at minimum every six (6) months.

Administrative issues, including but not limited to work schedules, timecards, and billing issues should not be discussed during clinical supervision time.

ARTICLE 39            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 CEO 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 Executive 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.



Section 5.            Contracts

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

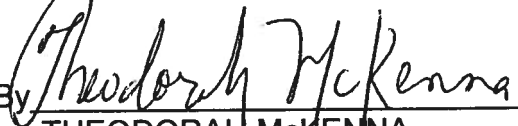
APPENDIX ADIGNITY AND PROFESSIONALISM IN THE WORKPLACE

It is the intent of Management to utilize the professional skills and knowledge of Social Workers and Marriage and Family Therapists in a manner that maximizes the use of their scope of practice, professional skills and knowledge. To that end Management shall make every reasonable effort to provide the appropriate support services to meet patient care needs including support staff and computer access at each facility or program.

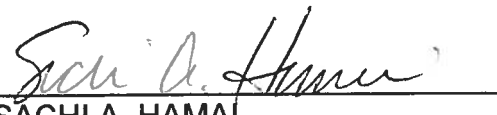
Management and the Union commit to work together to provide a healthy and professional work environment that promotes dignity for all workforce members. Management and the Union are committed to working together to address all complaints in a timely manner.

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.

ASSOCIATION OF PSYCHIATRIC  
SOCIAL WORKERS/AMERICAN  
FEDERATION OF STATE, COUNTY  
AND MUNICIPAL EMPLOYEES

By   
THEODORAH MCKENNA  
Local 2712 President

COUNTY OF LOS ANGELES  
AUTHORIZED MANAGEMENT  
REPRESENTATIVES

By   
SACHI A. HAMAI  
Chief Executive Officer

TO BE JOINTLY SUBMITTED TO THE BOARD OF SUPERVISORS

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 5<sup>th</sup> day  
of March 2019,

BY AND BETWEEN

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

AND

American Federation of State, County and  
Municipal Employees (hereinafter referred  
to as AFSCME or Union or Local 3511).

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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 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.

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 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 October 1, 2018. This Memorandum of Understanding shall expire and otherwise be fully terminated at 12:00 midnight on September 30, 2021.

ARTICLE 5            RENEGOTIATIONSection 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, 2021, 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, 2021 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, 2021, unless the parties mutually agree to continue negotiations.

Members of Unit 724, not to exceed a total of six (6) whom, 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 6            SALARIES

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

ITEM NO	ITEM CLASSIFICATION	EFFECTIVE DATE	NOTE	SCH	MINIMUM RATE	MAXIMUM RATE
9041	ASST CHIEF, PSYCHIATRIC SOCIAL WORK	CURRENT	NMW	102B	6673.64	9241.00
		10/01/2018	NMW	102K	6806.73	9425.00
		10/01/2019	NMW	103J	6976.73	9660.09
		10/01/2020	NMW	104H	7150.82	9901.55
9014	CLINICAL SOCIAL WORK SUPERVISOR I	CURRENT	N3M	98E	6723.55	7912.18
		10/01/2018	N3M	99B	6857.09	8069.09
		10/01/2019	N3M	100A	7028.00	8270.00
		10/01/2020	N3M	100L	7203.45	8476.36
9015	CLINICAL SOCIAL WORK SUPERVISOR II	CURRENT	N3M	100E	7098.18	8352.55
		10/01/2018	N3M	101B	7239.09	8518.27
		10/01/2019	N3M	102A	7420.00	8731.00
		10/01/2020	N3M	102L	7605.45	8949.18
9040	HEAD PSYCHIATRIC SOCIAL WORKER	CURRENT	NMW	100A	6306.00	8731.00
		10/01/2018	NMW	100J	6431.82	8905.55
		10/01/2019	NMW	101H	6592.27	9128.18
		10/01/2020	NMW	102G	6756.82	9356.00
9038	MENTAL HEALTH CLINICAL SUPERVISOR	CURRENT	N3MW	98A	6657.00	8270.00
		10/01/2018	N3MW	98J	6790.09	8435.09
		10/01/2019	N3MW	99H	6959.64	8645.91
		10/01/2020	N3MW	100G	7133.27	8861.91
9132	STAFF DEVELOPMENT SPEC, SOC WORK	CURRENT	N3M	93K	5943.91	6993.82
		10/01/2018	N3M	94G	6062.45	7133.27
		10/01/2019	N3M	95F	6213.82	7311.45
		10/01/2020	N3M	96E	6368.91	7494.18

2% (8 salary schedules) Effective 10/1/2018

2.5% (10 salary schedules) Effective 10/1/2019

2.5% (10 salary schedules) Effective 10/1/2020

When mutually agreed by the parties, and if a legitimate fiscal emergency exists, The MOU may be reopened on the issue of the third year wage of the agreement.

The County agrees to reopen the salary related articles of the MOU if any bargaining unit in the County receives a higher general pay increase during the 2018-2021 term of this MOU.

Effective March 1, 1999, whenever any person employed as a Mental Health Clinical Supervisor (Item No. 9038), Assistant 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), Assistant 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.

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            OVERTIMESection 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 (1-1/2) times his/her regular rate of pay. Regular rate of pay shall be calculated as provided for by the Fair Labor Standards Act.
- C. An employee may request compensatory time off (CTO) in lieu of pay at a rate of one and one-half (1-1/2) hours off for each hour of overtime worked to a maximum of 40 hours on the books at any one time. To use compensatory time, an employee must submit a written request to the immediate supervisor at least five (5) working days prior to the first date requested to be off.



Such accumulated compensatory time may be taken off subject to staffing requirements and with prior written approval of departmental management. Subject to operational needs, management shall not unreasonably deny requests to use compensatory time which have been submitted pursuant to the above procedure.

Accrued compensatory time shall be paid prior to any promotions. Unless approved by management, employees may not accrue overtime hours which are worked during disaster periods or emergencies declared by the Board of Supervisors, local or federal government.

At the discretion of management, an employee may be paid for a portion or all of his/her CTO at any time.

D. 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 October 1, 2017, 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 \$1.00 per hour bonus for each hour worked during such shift.

Section 2.            Weekend Differential

Effective upon Board of Supervisors approval, all employees of this bargaining unit who work a weekend shift as defined by County Code and whose regular assignments are within a Sheriffs facility shall receive an additional \$2.25 per hour bonus for each eligible hour worked.

Effective October 1, 2018, all members of this unit in DMH who work a weekend shift as defined by County Code shall receive, in addition to any other relevant compensation in this Article an additional \$1.00 per hour bonus for each eligible hour worked.

Section 3.            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 (1-1/2) 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 4.            Standby

- A. Employees in this unit employed as Mental Health Clinical Supervisor (Item No. 9038), and whose regular assignment is within the Full Service Partnership and the Emergency Outreach and Triage Division (EOTD) including, Law Enforcement Team; Psychiatric Mobile Response Team; Assisted Outpatient Treatment; School Threat Assessment Response Team, and any other newly created program developed throughout the term of this MOU, shall receive a \$2.50 per hour bonus, but not to exceed a maximum of \$500.00 per month (\$250.00 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 Executive Officer, and payment of said bonus for standby service requires the finding of the Chief Executive Officer that such service meets the standards set forth above.

Section 5.                    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 Mental Health Clinical Supervisor (Item No. 9038), who is permanently assigned to work, on a full-time basis in any Los Angeles County Sheriff and Probation Detention Facility, 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.

Effective October 1, 2019, any member of this unit who is permanently assigned to work, on a full-time basis in any Los Angeles County Sheriff's or Probation Detention Facility, shall receive in addition to any other relevant compensation in this Article, One Hundred Fifty Dollars (\$150.00) per month, (\$75.00 per pay period). Effective October 1, 2020, any member of this unit who is permanently assigned to work, on a full-time basis in any Los Angeles County Sheriff's or Probation Detention Facility, shall receive, in addition to any other relevant compensation in this Article, One Hundred Eighty Dollars (\$180.00) per month, (\$90.00 per pay period).

Section 6.            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 Executive 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 CEO 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 7.

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.



Section 8.                      DHS Medically Qualified Bilingual Bonus Status

Within 180 days of Board of Supervisors' approval of this MOU, the Labor Management Transformation Committee agrees to convene a Work Group to discuss the creation and implementation of a two tiered "medically" qualified bilingual bonus for Department of Health Services employees providing cultural and linguistic appropriate services. Should all parties comprising said Work Group reach a consensus, the County agrees to present to the Chief Executive Officer for implementation. This language shall sunset at the end of the contract term on September 30, 2021.

Section 9.                      Service Pay Bonus

Effective October 1, 2019, all members of this unit who are permanently assigned to supervise staff paired with Law Enforcement as part of their regular assignment, shall receive, in addition to any other relevant compensation in this Article, One Hundred Fifty Dollars (\$150.00) per month, (\$75.00 per pay period). Effective October 1, 2020, any member of this unit who are permanently assigned to supervise staff paired with Law Enforcement as part of their regular assignment, shall receive in addition to any other relevant compensation in this Article, One Hundred Eighty Dollars (\$180.00) per month, (\$90.00 per pay period).

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 dedicated bulletin board space to AFSCME, Local 3511, the size, number, and location to be jointly determined by departmental Management and the AFSCME. The boards shall be used only for posting the following information:

1. AFSCME recreational, social, and related news bulletins;
2. AFSCME meetings;
3. Information concerning AFSCME elections and their results;
4. Information concerning insurance and any other benefits offered to members by the Union;
5. Reports of official business of AFSCME, including reports of committees or the Board of Directors; and
6. 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.            Parties' Responsibilities

It is the duty of Management to make every reasonable effort to provide and maintain a safe place of employment, including restrooms. AFSCME will cooperate by encouraging all employees to perform their work in a safe manner. It is the duty of all employees in the course of performing their regularly assigned duties to be alert to unsafe practices, equipment and conditions and to report any such unsafe practices, or conditions to their immediate supervisors. If such condition cannot be satisfactorily remedied by the immediate supervisor, the employee has the right to submit the matter in writing either personally or through his AFSCME Advocate to the local facility safety officer or the departmental safety officer, if there is no local safety officer.

On any matter of safety that is not resolved by the safety officer within a reasonable period of time, the AFSCME Advocate may confer with the safety officer who will respond in writing.

If the AFSCME Advocate is not satisfied with the response of the safety officer, an AFSCME business agent or any officer of AFSCME Local 3511 may request a meeting between Management and the Union.

Section 2.            First Aid Kits

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

Section 3.            Safety Procedures

- A.     Safety standards shall be developed and consulted at the time that leases are reviewed for DMH worksites.
  
- B.     Designated emergency exits will be in compliance with applicable County, Cal OSHA, and Fire Marshall requirements.
  
- C.     Semi-annual Safety drills for all worksite staff.
  
- D.     Safety training for all staff at least once per year.
  
- E.     Management will continue to install buzzers in all new work sites and will make every reasonable effort to install buzzers at existing work sites.
  
- F.     Management agrees to notify and consult with the union in a timely manner prior to making any significant changes to existing safety measures.
  
- G.     Management agrees to follow the practices regarding field visits outlined in the Mental Health Illness and Injury Prevention Plan (IIPP). The parties agree that “stable circumstances” as mentioned in the IIPP refers to a secure site, including but not limited to hospitals, schools, community centers, fire or police stations.

Section 4.            Health and Safety Committee – Department of Mental Health

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

The responsibilities of the Committee shall be to:

Alert Management to all safety and security concerns including identifying potential safety, health, and security problems in the clinic and all programs 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 all programs 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 and all programs.

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

The Committee shall be composed of the clinic's and/or program's safety officer, one Management representative, and one clinic or program employee designated by Local 3511.

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

Section 5.

Management will respond in writing within three working days to any written request by an employee or the Union for information regarding whether a work condition is dangerous.

Section 6.

Management and Local 3511, AFSCME agree that the Williams-Steiger Occupational Safety and Health Act of 1970, the California Occupational Safety and Health Act of 1973, and the State Legislation commonly called "SB 198", shall be binding on both parties.

Section 7.                    DMH Injury and Illness Prevention Plan

The County and the Union agree to meet and confer on any negotiable issues arising out of the Department of Mental Health Injury and Illness Prevention Plan (IIPP).

ARTICLE 13      WORK SCHEDULESSection 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 written notice to the employees at least ten (10) working days before the change is to be implemented.

Section 3.      Facility Hours of Operation

When and if there is a need to change days and/or hours of operation at a facility which affects the work schedules of members of this unit, Management shall provide notice to the Union and meet and consult or confer, as appropriate prior to implementing any new work schedule changes.



Section 4.            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 5.            Alternative Work Schedules

Management will consult with the Union prior to implementing or eliminating alternative work schedules, including, but not limited to, 4/10 and 9/80 schedules.

Employees in this unit who have completed probation and have a competent evaluation may request a 9/80 or 4/40 work schedule. Management shall review and approve such requests based on the needs of the operation.

Participation in an alternative work schedule is voluntary and may be terminated by the employee at any time, or by management for cause or based on the needs of the operation.

ARTICLE 14      CONSULTATION

- A. Upon request, County Management agrees to meet with representatives of AFSCME Local 3511 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 at least thirty (30) days prior to effecting basic changes in any rule or procedures affecting employee relations.

Management shall provide AFSCME Local 3511 with notice of changes to matters affecting employee relations and provide the Union with reasonable opportunity to confer or consult on the changes.

Management agrees to consult on request with 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.

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 AFSCME Local 3511 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 six (6) employee representatives from Bargaining Unit 724. Management representatives will be designated by the

Department Head. 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. Management will accommodate requests by either unit to meet alone on standing JLMC meeting days.

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, including the right to negotiate on matters subject to negotiations.

#### Healthcare Reform and Integration Advisory Committee

The parties agree to establish a joint labor-management committee (titled the Healthcare Reform and Integration Advisory Committee) to review the impact on conditions of employment resulting from health care reform and Health Agency integration on the Department of Mental Health (DMH), the County Health Agency, DHS, and DPH and make recommendations to management. Management from the County Health Agency, Health Services and Public Health will be invited to participate in the Advisory Committee meetings.

The Committee can make recommendations on how best to implement health care reform and integration. The Committee, which will be chaired by the County, will have a maximum of seven (7) members from Local 3511. The Committee will meet

once a month as necessary, at a time and place to be determined by the committee.

An agenda will be prepared in advance of each meeting. If there are topics on the agenda affecting any other department, a representative for labor, and a representative for management from that department will be invited to attend. Any party can add items to the agenda.

Management agrees to consult with the committee on new classifications or classification changes resulting from health care reform and integration.

Pursuant to the County's Employee Relations Ordinance, upon written request by the Union, County Management agrees to meet and confer with the union on negotiable subjects specifically related to DMH's, DHS' and DPH's changes under health care reform and integration when such matters are not covered by Memoranda of Understanding, Civil Service Rules, or other laws, regulations, or agreements between the parties.

This section shall expire on September 30, 2021.

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:
1. 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;

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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)

2. 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
  3. Pay the employee the bonus from the date of request for relief and terminates when the conditions of this Article are no longer met.
  4. 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 County service.
  
6. Management shall return ROTOS to employees within ten (10) business days of receipt.

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, all 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 declines to sign, the supervisor shall note declines to sign on the copy to be filed along with the supervisor's signature and the signature of a witness to the employee's declining to sign. This paragraph shall not be subject to the grievance process unless the matter is unresolved within twenty (20) business days after notice to Human Resources.

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 one year prior placed in an envelope and sealed in his/her personnel file except as such may be a part of an official permanent record. On the face of the sealed envelope it shall read "The contents herein shall be disclosed only upon written consent of the subject employee or by subpoena or other legal process from a public body of competent jurisdiction." The date the contents of the sealed envelope will be destroyed shall also appear on the face of envelope. That date will be two years from the date of issue of the document in the sealed envelope. Upon the employee's request, the sealed envelope shall be removed from the personnel file and returned to the employee.

On reviewing his/her personnel file, an employee may request and have any written warnings or reprimands 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 and/or referenced by the department as a basis for its action that are the property of or in possession of the Department.

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

ARTICLE 18      EMPLOYEE LEAVESSection 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 Executive 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. Medical evidence shall be sent to the departmental return-to-work coordinator.

Section 4.            Educational Leave

Pursuant to applicable provisions of the Civil Service Rules, and subject to the staffing needs of the department, unpaid educational leaves may be granted to permanent employees upon presentation of a plan for schooling designed to improve the employee's value to the County, and evidence of acceptance by an accredited college or university. Bargaining unit members may elect to use non-sick benefit time during educational leave.

Section 5.            Employee Organization Leave

AFSCME Local 3511 may request up to two (2) employees in the Unit at the same time on leave of absence to work on union business. 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.

AFSCME Local 3511 may request additional releases of employees to the Chief Executive Office. Said requests will be granted based on organizational needs.

The leave shall be without County pay or benefits of any kind, unless fully reimbursed by the union. Leaves shall generally be for a maximum of one year. An individual employee's leave may be extended at the discretion of management. Except by mutual agreement, no more than one (1) employee shall be on such leave from any given service area. Employees on such leave will have their performance evaluation reflect that they were on an authorized organizational leave.

Management agrees to release AFSCME Officers to conduct Union business related to County services up to twenty-four (24) hours quarterly on County time. The release time shall be granted by management on a case-by-case basis and shall be based on the needs of the operation.

Section 6.            Family Leave

- A.     The parties agree that employees covered by this Memorandum of Understanding are subject to the provisions of the California Family Rights Act of 1993 (CFRA) and the Federal Family and Medical Leave Act of 1993 (FMLA), as amended and the California Fair Employment and Housing Act (FEHA) Pregnancy Disability Leave (PDL).



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

- B. 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.
- C. Absences incurred for a Family Leave qualifying reason may not be used for purposes of placing or keeping an employee on certified time or cited or referenced in any Performance Evaluation or Appraisal of Promotability. Employees on certified time with FMLA qualifying absences shall not be required to provide medical certifications for those FMLA absences above and beyond the medical certification requirements in the County Family Leave Policy.
- D. This section shall not be subject to arbitration.

Section 7.            Jury Duty and Witness Leave

During the time an employee is actually reporting to the court for jury duty and following receipt of "Certificate of Jury Service" (Jury Form 4), the Department Head or his/her designate will temporarily convert the employee's usual shift to a regular five-day Monday through Friday day-shift basis. The employee will be returned to their usual work shift as soon as practicable upon completion of Jury or Witness service.

Any person holding a permanent position ordered to serve on a jury shall be entitled to his/her regular pay provided the employee deposits his/her fees for service, other than mileage, with the County Treasurer.

Whenever any full-time permanent employee is required to be absent from work by a proper subpoena, issued by a court or commission legally empowered to subpoena witnesses, which compels the employee's presence as a witness, unless the employee is a party or an expert witness, the employee shall be allowed the time necessary to be absent from work at the employee's regular pay to comply with such subpoena, provided the employee deposits any witness fees, except mileage, with the County Treasurer.

ARTICLE 19            PROFESSIONAL DEVELOPMENT AND 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.

Employees who are not required to complete Continuing Education Units to maintain a professional license may request County time for work related training. Management will distribute as equitably as possible among all employees in the same job assignment paid County time to attend conferences, workshops, seminars, or symposia, when and if management provides paid County time to any employees in such job assignment.

Requests for salary-only training must be submitted for approval at least six (6) 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. 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 six (6) 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 forty-two (42) 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.

#### Professional Development and Training Advisory Committee

Within 120 days of Board of Supervisors approval of this MOU, the Department of Mental Health, Department of Health Services, and Department of Public Health and AFSCME agree to convene an advisory committee to provide employee input in the development of staff training programs. Training topics may include Administrative vs. Clinical Supervision, "How to be a Supervisor", and Team Building. The committee will consist of up to four management representatives and four employee representatives (from Unit 724). Meetings will be held at least quarterly, upon written request of the union.

#### Professional Social Workers Association Meetings

Upon request and based on operational needs, a reasonable number of employees will be allowed to attend the Professional Social Workers Association meetings.

#### Marriage and Family Therapists Association Meetings

Upon request and based on operational needs, a reasonable number of employees will be allowed to attend the Marriage and Family Therapists Association meetings.

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 Mental Health Clinical Supervisor (Item No. 9038), Assistant 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.

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      PARKINGSection 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 Local President with copies of all promotional examination bulletins for classes in the bargaining Unit.



ARTICLE 23            GRIEVANCE PROCEDURESection 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 AFSCME representative as specified in Article 28 AFSCME Stewards/Officers, may be selected by an employee to represent him/her in formal grievance meetings. If a union representative was present at the formal grievance hearing, he/she will receive a copy of the response given to the employee.
  
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 28.

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 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.
  
- 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, 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 thirty (30) business days from the receipt of the written decision of the upper level Management representative or at the conclusion of grievance mediation as contained in this MOU, whichever is applicable, 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 Executive 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 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 Executive 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 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 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 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.

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 Executive Officer. Such written request shall set forth in detail the facts giving rise to the request for the meeting and shall set forth the proposed resolution sought.

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

- B. Within ten (10) business days of such meeting, and in the event the matter is not satisfactorily resolved, 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 Executive Officer or his authorized representative.
- C. Within thirty (30) business days after the meeting provided in B. above, or from the conclusion of grievance mediation as contained in this MOU, 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            GRIEVANCE MEDIATION

1. This procedure is an alternate dispute resolution and does not supersede the provision of Article 23, Grievance Procedure.
  
2. Only those grievances which meet the requirements for submission to arbitration pursuant to Article 23, Section 7, can be submitted to grievance mediation. Both Local 3511 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 Local 3511 may request the assistance of a mediator from the State Mediation and Conciliation Service to resolve the grievance. It is the intent of the parties that the grievance mediation session shall begin as soon as practicable consistent with the mediator's schedule.
  
4. The parties agree that no stenographic record of the session will be made, there will be no representation by Counsel, and there will be no pre- or post-hearing briefs filed.
  
5. The mediator's role shall be to assist the parties to reach an agreement. The mediator shall not have authority to impose a settlement on the parties. Any final settlement of the grievance shall be reduced to writing and signed by Management, Local 3511, 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 26            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 Executive 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

Health and Safety

Payroll Deductions and Dues

Authorized Agents

Provisions of Law

Leave of Absence for Union Business

ARTICLE 27      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 28      AFSCME STEWARDS/OFFICERSSection 1.

It is agreed and understood by the parties of this Memorandum of Understanding that the cumulative number of stewards for this unit shall not exceed 20. The number of stewards from any Service Provider Area (SPA) shall not exceed the number of facilities within the SPA. 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 AFSCME steward.

Section 2.

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

Section 3.

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. 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 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 AFSCME steward's/officer's request, unless otherwise mutually agreed to.

Prior to entering other work locations, the 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 AFSCME steward/officer will be informed when the employee will be made available.

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



ARTICLE 29            PAYROLL DEDUCTIONS AND DUESSection 1.            Deductions and Dues

Management agrees to honor all authorizations for payroll deduction of payments to AFSCME Local 3511 and to remit such payments pursuant to such authorization to the Union within thirty (30) working days after the conclusion of the month in which said dues and deductions were taken. Authorized deductions shall be revocable in accordance with the lawful terms under which an employee voluntarily authorized said deductions. Any employee inquiries to cancel or change deductions shall be referred to the Union.

AFSCME Local 3511 hereby certifies that each individual whose name is presented for deductions has signed a written authorization, which authorizes the Union to request that Management deduct from his or her salary or wages the amount specified by the Union. The Union has, and will maintain an authorization on behalf of each such individual

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, by notifying the Union of his/her termination of Union dues deductions not less than ten (10) days and not more than twenty (20) days before the end of any yearly period as defined by the date of execution of the individual's authorization.

Such notification shall be by certified mail or by email to [local3511@gmail.com](mailto:local3511@gmail.com) 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.                    List of New Employees/Separations

The County shall provide AFSCME Local 3511 with access to employee lists via Internet and/or in a Word or Excel format each pay period without cost. The employee list shall contain the name, employee number, classification title, item number, item sub, item step salary rate, department, time base, work location, department, work, home, and personal cellular telephone numbers, personal email addresses on file with the employer, home address, latest hire date and job appointment date of all employees who enter the Bargaining Unit and who are covered by this Memorandum of Understanding. Management shall provide this information for any employee newly hired or promoted into the unit within 30 days of the date of hire/promotion, or by the first pay period of the month following hire/promotion.

On the first of every month, Management shall provide to the Union a list of employees who have left the unit by means of promotion, demotion, changes of job title, leaving County service or any other means.

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: Each department will notify the union if it runs out of this material.

Section 4. Indemnification Clause

The Union understands and acknowledges that Management will rely upon the foregoing representations in making deductions, in the amounts specified by the Union from salaries or wages of the individuals whose names are presented for deductions, and that the employer shall not be required to make further investigation or inquiry regarding the accuracy of those representations prior to making such deductions.

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

ARTICLE 30            NEW EMPLOYEE ORIENTATION

The Union shall be allowed to conduct a 30-minute one-on-one meeting to orient, educate, and update each new hire employee or newly promoted employee covered by this MOU. Such meeting shall be on County time and for the purpose of informing the employee of Union membership programs and services, and their rights and obligations under the MOU.

The meeting shall be held during the employee's scheduled work hours and at a work location mutually agreed upon by the Union and the Departments. The Union shall be provided with a name of all new hires and their assigned work location prior to their start date consistent with Article 29 of this MOU.

All employees in this unit who are being assigned to a Sheriff or Probation Detention facility shall be informed of the unique work environment, including oversight, monitoring, procedural and policy guidelines required to work in such facilities.

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 Executive Office will arrange to meet with representatives of the Union to advise them of this action within five (5) business days and to consult.

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 the County's Chief Executive Officer, or his duly authorized representative (address: 222 North Grand Avenue, Los Angeles, California 90012, Telephone: 974-4029) 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. AFSCME, Local 3511's principal authorized agent shall be:
  - President, AFSCME Local 3511 AFSCME, AFL-CIO
  - (address: 514 Shatto Place, Los Angeles, California 90020,
  - Telephone: (213) 487-9887).

ARTICLE 38      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 39            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 Executive 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.

Section 5.            Contracts

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

ARTICLE 40SPAN OF CONTROL DMHSection 1

The Department agrees to cooperate in maintaining adequate and equitable supervision that promotes appropriate guidance, instruction, training, development, monitoring and evaluation for clinical staff.

Section 2    Span of Control Measures

Except as provided below, employees in this unit shall be limited to providing supervision to employees at no more than three (3) programs and/or locations at any given time. Employees in this unit shall be limited to driving not more than 60 (sixty) miles per day for supervision related duties. The location/program limitations shall not apply to supervisors on the Psychiatric Mobile Response Team and co-located program assignments to maintain equity in the supervisor to subordinate ratios.

Employees in the bargaining unit shall not exceed the following ratios.

Department of Health Services

Clinical Social Work Supervisors	10:1 (No more than 3 license waiver staff)
Mental Health Clinical Supervisors	10:1 (No more than 3 license waiver staff)

Department of Mental Health

Mental Health Clinical Supervisors	10:1 (No more than 3 license waiver staff)
------------------------------------	--



Department of Public Health

10:1 (No more than 3 license waiver staff)

The span of control for the above assignments in DHS and DMH may include the supervision of non-clinical staff.

For DMH, the above ratios will be phased in over eighteen months, and not later than July 1, 2020. DMH will work with AFSCME to establish a priority list to accomplish the target ratios.

Section 3    Span of Control Committee

Within 60 days of Board of Supervisors approval of this agreement, the County will meet with AFSCME Local 3511 BU 724 to initiate the phased in implementation of the agreed upon ratios.

The committee shall meet monthly, unless canceled by mutual agreement.

ARTICLE 41      TRANSFERSSection 1.      Voluntary Transfers

Employees in this bargaining unit who wish to transfer to another work location 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.

Management agrees to review transfer lists before assigning newly hired employees. Management will consider factors such as the employee's seniority, experience, academic training, professional skills and geographical location in making transfer decisions. 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.

Section 2.      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 operational needs. Management will give as least ten (10) business days' advance written notice prior to a transfer.

Section 3. Reassignment/Involuntary Transfer within the Department of Health Services

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 4. Vacancy Notices

Vacancies shall be posted according to department procedures. AFSCME will be informed regarding the method of access to the vacancy listing.

APPENDIX A

It is the intent of Management to utilize the professional skills and knowledge of Social Workers and Marriage and Family Therapist in a manner that maximizes the use of their scope of practice, professional skills and knowledge. To that end, Management shall make every reasonable effort to provide the appropriate support services to meet patient care needs including support staff and computer access at each program facility or program.


Management and the Union commit to work together to provide a healthy and professional work environment that promotes dignity for all workforce members. Management and the Union are committed to working together to address all complaints in a timely manner.

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   
\_\_\_\_\_  
JULIE LEEVARINPANICH  
Local 3511 President

COUNTY OF LOS ANGELES  
AUTHORIZED MANAGEMENT  
REPRESENTATIVES

By   
\_\_\_\_\_  
SACHI A. HAMAI  
Chief Executive Officer

TO BE JOINTLY SUBMITTED TO THE BOARD OF SUPERVISORS

MEMORANDUM OF UNDERSTANDING  
FOR JOINT SUBMISSION  
TO BOARD OF SUPERVISORS  
REGARDING THE  
CHILD SUPPORT ATTORNEYS

THIS MEMORANDUM OF UNDERSTANDING made and entered into this 5<sup>th</sup> day  
of March 2019,

BY AND BETWEEN

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

AND

LOS ANGELES COUNTY CHILD SUPPORT  
ATTORNEYS / AFSCME, Council 36  
(hereinafter referred to as "AFSCME, Council  
36" or "AFSCME" or "UNION")

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ARTICLE 1      PURPOSE

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

ARTICLE 2            RECOGNITIONSection 1.

Pursuant to the provisions of the Employee Relations Ordinance of the County of Los Angeles and applicable State law, the American Federation of State, County, and Municipal Employees District Council 36 (AFSCME) was certified on March 23, 2015 by the County Employee Relations Commission as the majority representative of County employees in Bargaining Unit 802 (Child Support Attorneys I, II, III and IV) previously found to be an appropriate unit by the Employee Relations Commission. Management hereby recognizes AFSCME as the certified exclusive bargaining representative of the employees in said unit. The term “employee” or “employees” as used herein shall refer only to employees employed by the County in said Unit.

ARTICLE 3            IMPLEMENTATION

This Memorandum of Understanding constitutes a mutual recommendation to be jointly submitted to the County 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 Los Angeles County Code, required to implement the full provisions of Articles; and
- C. Acts to appropriate the necessary funds required to implement the provisions of this Memorandum of Understanding which require funding.

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

Implementation shall be effective as of the date of Board of Supervisors' approval. 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            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 Executive Officer or her/his duly authorized representative (Address: 500 W. Temple Street, RM 774-A, Los Angeles, California 90012; Telephone: (213) 974-4029), except where a particular Management representative is specifically designated in connection with the performance of a specified function or obligation set forth herein.
  
- B.     AFSCME's principal authorized agent shall be its Business Agent (Address: c/o AFSCME District Council 36, 514 S. Shatto Place, Los Angeles, CA 90020, Telephone: (213) 487-9887).

ARTICLE 5            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 AFSCME nor Management, nor their authorized representatives will appear before 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 6            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 AFSCME and all other rights in the Employee Relations Ordinance and Government Code, Sections 3500 through 3511. No employee shall be interfered with, intimidated, restrained, coerced or discriminated against because of the exercise of these rights.

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

ARTICLE 7      TERM

The term of this Memorandum of Understanding shall commence on the date 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 the date of contract agreement. This Memorandum of Understanding shall expire and otherwise be fully terminated at 12:00 midnight on September 30, 2021.



ARTICLE 8            RENEGOTIATION

In the event either party hereto desires to negotiate the provisions of a successor Memorandum of Understanding, such party shall serve upon the other during the period from May 1, 2021 through May 31, 2021, 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 thirty (30) days after such receipt or June 1, 2021 whichever is later. An impasse concerning the matters under negotiation shall be declared automatically if full and entire agreement on the terms of a successor Memorandum of Understanding is not reached by August 31, 2021, unless the parties mutually agree to continue negotiations.

ARTICLE 9            GRIEVANCE PROCEDURESection 1.            Purpose

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

Section 2.            Definitions

1. The term "employee" or "employees" applies to the County of Los Angeles employees under this bargaining unit.
  
2. The term "grievance" is defined as an employee's complaint regarding the interpretation or application of the provisions of this Memorandum of Understanding or of rules and regulations governing personnel practices or working conditions, which complaint has not been resolved satisfactorily in an informal manner between an employee and his/her immediate supervisor.  
  
A group grievance is a common complaint by a number of employees within the department or a unit thereof.
  
3. "Business Days" mean calendar days exclusive of Saturdays, Sundays, and legal holidays.

Section 3.            Responsibilities

1.     The Union agrees to encourage an employee to discuss his/her complaint with his/her immediate supervisor. The immediate supervisor will, upon request of an employee, discuss the employee's complaint with him/her at a mutually satisfactory time.
  
2.     Departmental Management has the responsibility to:
  - A.     Inform an employee of any limitation of the department's authority to fully resolve the grievance; and
  
  - B.     Supply the employee with the necessary information to process his/her grievance to the proper agency or authority.
  
3.     The Union agrees to encourage an employee, who files a formal written grievance, to state clearly and concisely the specific action(s) being grieved, the article(s) violated and the specific remedy requested. If the grievance is returned to the employee, Management will state in writing the reasons for the return. If the grievance was timely filed, new time limits will be established in accordance with Section 7, Level 1 of this grievance procedure.

Section 4.                    Waivers and Time Limits

1.     Failure by Management to reply to the employee's grievance within the time limits specified automatically grants to the employee the right to process the grievance to the next level.
  
2.     Any level of review, or any time limits established in this procedure, may be waived or extended by mutual agreement confirmed in writing.
  
3.     If an employee fails to appeal from one level to the next level within the time limits established in this grievance procedure, the grievance shall be considered settled on the basis of the last decision and the grievance shall not be subject to further appeal or reconsideration.
  
4.     By mutual agreement, the grievance may revert to a prior level for reconsideration.

Section 5.                    Employee Rights and Restrictions

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

If the nature of the grievance may have impact on bar licensure, an employee may require additional representatives.

2. The grievant may be required by either party to be present in meetings with Management for purposes of discussing the grievance.
3. A County employee selected as a representative in a grievance is required to obtain the permission of his/her immediate supervisor to absent him/herself from his/her duties to attend a grievance meeting. The employee representative shall give his/her supervisor reasonable advance notice to ensure that his/her absence will not unduly interfere with Departmental operations.
4. 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.
5. If an employee feels that because of the sensitive, expedited or extraordinary nature of his or her complaint that it should be reviewed initially by the Director of Employee Relations, the employee may direct the grievance to that office with a written memorandum describing the need for departure from the standard procedure. The Director of Employee Relations will determine whether the grievance should be moved directly to Level 2 or Level 3 or should instead go through the full grievance process. If it is determined that the grievance should proceed through all Levels, it will be returned to the employee with a written explanation.

When an employee makes such a request, the grievance will be held in abeyance until the written response from the Director of Employee Relations is received.

Section 6.                    The Parties' Rights and Restrictions

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

6. Only County employee(s) who have direct, first-hand knowledge of the event giving rise to the grievance may be called on as witnesses by the grievant. Such witness(es) may attend formal grievance hearings on paid County time.

Section 7.            Procedures

Level 1.            Supervisor

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

Level 2.                    Middle Management

- A.     Within ten (10) business days from his/her receipt of the supervisor's written decision and using the returned original copy of the grievance form, the employee may appeal to the appropriate level of Management as previously indicated by the employee's Department Head. The Department Head has the authority to waive the middle Management level if such a level is not appropriate because of the size of his/her department.
  
- B.     Within ten (10) business days from receipt of the grievance, the middle Management representative shall give a written decision and the reasons therefore to the employee using the original copy of the grievance. Upon request, a copy of the decision will be given to the Union Representative.

Level 3.                    Department Head

- A.     Within ten (10) business days from his/her receipt of the decision resulting from the previous level, the employee may appeal to the Department Head using the original copy of the grievance.
  
- B.     Within ten (10) business days from the receipt of the employee's grievance, the Department Head or his/her designated representative who has not been involved in the grievance in prior levels shall make a thorough review of the grievance, meet with the parties involved and give a written decision and the reasons therefore to the employee and the Union representative.



However, the Department Head or designate is not limited to denying a grievance for the reasons stated at any previous level in the procedure. A copy of the decision will be given to the Union representative.

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

Section 8.            Arbitration

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

- A. The interpretation, application, merits or legality of any state or local law or ordinance, including specifically all ordinances adopted by County's Board of Supervisors; unless the arbitrator, in his/her discretion, finds it necessary to interpret or apply such state or local law in order to resolve the grievance which has been submitted to the arbitrator.
  
- B. The interpretation, application, merits, or legality of any or all of the County of Los Angeles Civil Service Rules, nor matters under the jurisdiction of the Civil Service Commission for which said Commission has established procedures or processes by which employees or employee organizations may appeal to, or request review by, said Civil Service Commission, including, but not limited to, discharges, reductions, and discrimination.
  
- C. The interpretation, application, merits or legality of the rules or regulations of the Department Head, the Chief Executive Office, or any other County Department, agency, or commission, unless the arbitrator, in his/her discretion, finds it necessary to interpret or apply such rules or regulations in order to resolve the grievance which has been submitted to the arbitrator.

- D. Grievances on competent or better performance evaluations which do not meet the guidelines set forth at the Employee Relations Commission meeting of December 19, 1986. Management shall notify the Union within fifteen (15) business days prior to hearing if it intends to argue arbitrability. Both parties reserve the right to challenge a Commission decision in other forums.
3. In the event the Union desires to request that a grievance, which meets the requirement of Paragraph 2 hereof, be submitted to arbitration, it shall within the time requirements set forth above send a written request to County's Employee Relations Commission, with a copy thereof simultaneously transmitted to County's Chief Executive Officer and to the County Department Head or Officer affected. The written request shall set forth the specific issue or issues still unresolved through the grievance procedure and which are to be submitted to arbitration.
4. The parties shall select a mutually acceptable arbitrator and request the Employee Relations Commission to appoint him/her pursuant to their applicable rules and regulations. If the parties cannot agree on an arbitrator, they shall notify the Employee Relations Commission and request that they provide the parties with a list of five names from which the parties will attempt to mutually select an arbitrator. If the parties cannot mutually agree upon an arbitrator from the lists of arbitrators provided by the Employee Relations Commission, they will select an arbitrator through an alternate striking of names from that list. The party to strike the first name will be determined by chance.

5. Arbitration of a grievance hereunder shall be limited to the formal grievance as originally filed by the employee to the extent that said grievance has not been satisfactorily resolved.

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

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

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

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

Purpose  
Recognition  
Non-Discrimination  
Implementation  
Term  
Renegotiation  
Safety and Health  
Payroll Deductions and Dues  
Authorized Agents  
Provisions of Law  
New Employee Orientation

ARTICLE 10            GRIEVANCE MEDIATION

1. This procedure is an alternate dispute resolution and does not supersede the provision of Article 9, Grievance Procedure.
2. Only those grievances which meet the requirements for submission to arbitration pursuant to Article 9, Section 8, can be submitted to grievance mediation. Both the Union 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 the Union 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, the Union, 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 11      GRIEVANCE REPRESENTATIVES

It is agreed by the parties to the Memorandum of Understanding that the Union may select a reasonable number of Union Grievance representatives for this Unit. Union shall provide a written list of the names of Grievance Representatives who have been selected as Union Grievance Representatives. This list shall be kept current by the Union.

Union Grievance Representatives may spend a reasonable amount of time to promptly and expeditiously investigate and process formal grievances without loss of pay or benefits of any kind. Union Grievance Representatives, when leaving their work locations to conduct such investigations or processing, shall first obtain permission from their immediate supervisor and inform the supervisor of the nature of the business. Permission to leave will be granted promptly unless such absence would cause an undue interruption of work. Except, however, denial of permission will automatically constitute an extension of the time equal to the amount of the delay. If such permission cannot be granted promptly, the Union Grievance Representatives will be immediately informed when time will be made available. Such time will not be more than 24 hours, excluding Saturday, Sunday, and holidays after the time of the Union representative's request unless otherwise mutually agreed to.

Upon entering a work location, the Union Grievance Representatives shall inform the cognizant supervisor of the nature of the union representative's business. Permission to leave the job will be granted promptly to the employee involved unless such absence would cause an undue interruption of work.

Except, however, denial of permission will automatically constitute an extension of the time equal to the amount of delay. If the employee cannot be made available, the Union Grievance Representatives will be immediately informed when the employee will be made available. Such time will not be more than 24 hours, excluding Saturday, Sunday, and holidays, after the time of the union representative's request, unless otherwise mutually agreed to.

The Union agrees that Union Grievance Representatives shall not log compensatory time or premium pay time for the time spent performing any function of a steward/Union representative.

ARTICLE 12      GRIEVANCES - GENERAL IN CHARACTER

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

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

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

- B. Within ten (10) business days of such meeting, and in the event the matter is not satisfactorily resolved, the Union, shall have the right to meet with the principal representative(s) of the County who have the 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 Executive Officer or his/her authorized representative.
- C. Within ten (10) business days after the meeting, Management's principal representative(s) shall respond to the Union, in writing, setting forth Management's decision and reasons therefore.
- D. Within ten (10) business days from receipt of Management's written decision, if the matter is not satisfactorily resolved, and if the disagreement meets the requirements of Section 8, Subsection 2 of Article 9 the disagreement may be submitted to arbitration in accordance with the provisions of Section 8 of Article 9 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 9 of this Memorandum of Understanding. Instead, this article is intended to provide a procedure to resolve disagreements affecting the rights of the parties or disagreements arising from the application of the terms of this Memorandum of Understanding affecting the working conditions of a significantly large number of employees in the unit, as distinguished from the rights of individual employees. Accordingly, the parties agree that the procedures set forth herein shall not be implemented where the dispute or complaint involved is or could be effectively brought by an employee or employees, and otherwise processed through the grievance procedures set forth in Article 9 hereof.

ARTICLE 13      EXPEDITED ARBITRATION

1. This is an alternate to the procedure set forth in Section 8, Arbitration, of Article 9, Grievance Procedure and will only be utilized upon mutual written agreement of the parties.
  
2. A joint submission statement setting forth the issue(s) to be determined will be prepared prior to the hearing by an arbitrator. If the parties cannot agree to a submission statement, the expedited arbitration procedure will not be utilized.
  
3. Only those grievances which directly concern or involve the interpretation or application of the specific terms and provisions of this Memorandum of Understanding may be submitted to arbitration hereunder. In no event shall such arbitration extend to:
  - A. The interpretation, application, merits, or legality of any state or local law or ordinance, including specifically all ordinances adopted by County's Board of Supervisors; unless the arbitrator, in his/her discretion, finds it necessary to interpret or apply such state or local law in order to resolve the grievance which has been submitted to the arbitrator.

- B. The interpretation, application, merits, or legality of any or all of the County of Los Angeles Civil Service Rules, nor matters under the jurisdiction of the Civil Service Commission for which said Commission has established procedures or processes by which employees or employee organizations may appeal to, or request review by, said Civil Service Commission, including, but not limited to, discharges, reductions, and discrimination.
  - C. The interpretation, application, merits or legality of the rules or regulations of the Department Head, the Chief Executive Office, or any other County department, agency or commission, unless the arbitrator, in his/her discretion, finds it necessary to interpret or apply such rules or regulations in order to resolve the grievance which has been submitted to the arbitrator.
- 4. It is agreed that representatives of the Chief Executive Office, Employee Relations Division, and the Union, will meet and attempt to implement the procedure within sixty (60) business days from the implementation date of this Memorandum of Understanding.
  - 5. The parties shall select an arbitrator from the panel of arbitrators previously agreed to by the parties and established for the purpose of conducting expedited arbitration proceedings:

- A. The arbitrator will be compensated at the contracted for flat daily rate. The cost of the arbitrator shall be borne equally by the parties. In addition, each party shall pay for all fees and expenses incurred by that party on its behalf, including but not limited to witness fees.
  - B. The parties agree that 1) no stenographic record of the hearing will be made, 2) there will be no representation by counsel except for in-house staff counsel and 3) there will be no post hearing briefs.
- 6. The arbitrator selected shall hear the grievance(s) within ten (10) working days of his/her selection and may hear multiple cases during the course of the day. However, six (6) hours of hearings will constitute one day.
  - 7. Arbitration of a grievance hereunder shall be limited to the formal grievance as originally filed by the employee to the extent that said grievance has not been satisfactorily resolved.
  - 8. The arbitrator shall issue a "bench" decision at the conclusion of the parties' testimony. Only by mutual agreement of the parties and the arbitrator will a written decision be issued.



9. The decision of an arbitrator resulting from any arbitration of grievances hereunder shall not add to, subtract from, or otherwise modify the terms and conditions of this Memorandum of Understanding.
  
10. The decision of the arbitrator shall be binding upon 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.
  
11. Election of this binding forum shall constitute a waiver by all parties to this process of all other administrative processes for the resolution of this dispute in whole or in part and the award shall not be appealed. The decision from this arbitration shall not be precedent setting.

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

- Purpose
- Recognition
- Non-Discrimination
- Implementation
- Term
- Renegotiation
- Safety and Health
- Payroll Deductions and Dues
- Authorized Agents
- Provisions of Law
- New Employee Orientation

ARTICLE 14            PAYROLL DEDUCTIONS AND DUES/AGENCY SHOP

Section 1.            Deductions and Dues

It is agreed that AFSCME 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 the Union 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 MOU or at any time subsequent to the effective date of this MOU shall continue to have such dues deduction made by the County during the term of this MOU; provided, however, that any employee in the Unit may terminate such Union dues during the thirty day period commencing ninety days before the expiration of the MOU by notifying the Union of their termination of Union dues deduction not less than ten (10) business days and not more than twenty (20) business days before the end of any yearly period as defined by the date of execution of the individual employee's authorization.

Such notification shall be by certified mail or by email to [ACSA.losangeles@yahoo.com](mailto:ACSA.losangeles@yahoo.com) 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 to the County with the appropriate documentation to process these membership dues cancellations within ten (10) business days after the close of the withdrawal period.

Section 3. List of New Employees/Separations

Upon payment of initial programming costs, as determined by Auditor-Controller, management shall provide the union with access to employee lists via internet on a monthly basis.

The County will furnish AFSCME with a monthly list of new employees/separations at the cost established by the Auditor-Controller for processing and photocopying documents. The list shall contain the name, employee number, date of hire into the Unit, item step, salary rate, classification, title, item number, item sub, 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.

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 4.            Indemnification Clause

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

ARTICLE 15MANAGEMENT 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 16      FULL UNDERSTANDING, MODIFICATIONS, WAIVERSection 1.

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

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

Section 2.

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

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

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

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

The phrase "significantly large number" shall mean (a) a majority of the employees in the Unit, (b) all the employees within a department in the Unit, or (c) all of the employees within a readily identifiable occupation such as Child Support Attorneys.

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

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



Section 3.

Nothing herein shall limit the authority of Management to make necessary changes required during emergencies. However, Management shall notify the Union of such changes as soon as practicable. Such emergency assignments shall not extend beyond the period of the emergency. "Emergency" is defined as an unforeseen circumstance requiring immediate implementation of the change.

Section 4.

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

Section 5.

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

ARTICLE 17PROVISIONS OF LAW

It is understood and agreed that this Memorandum of Understanding is subject to all current and future applicable Federal laws, including the Americans with Disabilities Act, 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 18            CONTRIBUTION TO PROFESSIONAL DUES

The County shall annually pay to the California State Bar, the full amount of the basic membership fees for each person who holds the classification of Child Support Attorney I, Child Support Attorney II, Child Support Attorney III or Child Support Attorney IV. This payment shall be limited to those persons who have accepted an offer of employment or are employed as Child Support Attorneys on or before February 1 of each calendar year for which the membership fee payment is required.

The county shall incur costs for the above referenced classes associated with the fingerprinting requirements instituted by the State Bar of California.

The Child Support Services Department shall establish and disseminate procedures to be followed by Child Support Attorneys for the payment of these membership fees and fingerprinting costs.

Child Support Attorneys requesting payment of their basic State Bar membership fees and fingerprinting costs shall follow the procedures set by the Department. Such payment shall be made in accordance with the County of Los Angeles Auditor-Controller procedures and deadlines.

ARTICLE 19      EMPLOYEE LISTS

Within sixty days from the effective date of this Memorandum of Understanding, Management shall provide AFSCME with a list of the names, home address, and home telephone numbers of all employees in the Unit. Additional lists may be provided at no less than three month intervals when requested by AFSCME at a reasonable cost determined by the Office of the County Auditor-Controller.

ARTICLE 20            EMPLOYEE RIGHTS IN THE EVENT OF 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 AFSCME of such agreement or law. In addition, the County will consult with the employer absorbing a County function to encourage utilization of affected employees by the new employer. When a Department's Request for Proposal is approved by the Chief Executive Officer, the Labor Relations Office will arrange to meet with representatives of AFSCME to advise them of this action within five (5) days.

When advance knowledge of the impact of pending changes in function, organization, or operations is available which will result in the abolishment of positions or when there is any major reassignment of functions from one department to another or to another agency, Management will make an intensive effort to either reassign or transfer affected employees to other positions for which they qualify, or train affected employees for new positions in order to retain their services. It is understood 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 are not set forth in Memoranda of Understanding or Civil Service Rules.

ARTICLE 21      STRIKES AND LOCKOUTS

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

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

ARTICLE 22      PERSONNEL FILE

An employee, or his/her certified representative with the written consent of the employee, under HR supervision, may inspect that employee's personnel file with the exception of all material obtained from other employers and agencies at the time that the employee was hired. The employee is to give two (2) days notice to the Human Resources Division for the purpose of inspecting and photocopying any materials in the employee's personnel file to which the employee is entitled to have access. The employee may photocopy material to which the employee is entitled to have access from his or her personnel file without charge.

An employee shall be advised of, and entitled to read, any written statement by the employee's supervisor or departmental Management regarding his/her work performance or conduct if such statement is to be placed in his/her personnel file. The employee shall acknowledge that he/she has read such material by affixing his/her signature to 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 follow existing department practices

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 personnel file.

If the employee does file a grievance within the designated time limits, said document shall not be placed in the personnel file nor referenced in any Performance Evaluation or Appraisal of Promotability 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 a violation of a specific provision of this agreement.

Management agrees that no properly used and approved full paid sick leave used during the Performance Evaluation rating period I be referenced on such form. The same will not be reference in an Appraisal of Promotability as appropriate.

The employee may request that any written Warning(s) or Reprimand(s) more than one (1) year old shall be removed from the personnel file.



ARTICLE 23      LEAVES OF ABSENCESection 1.      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.

Section 2.      Educational Leave

Pursuant to applicable provisions of the Civil Service Rules, and subject to the staffing needs of the department, Management will make every effort to grant educational leaves to permanent employees upon presentation of a plan for schooling designed to improve the employee's value to the County, and evidence of acceptance by an accredited college or university.

Section 3.      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 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 permanent 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.

Section 4.                    Unpaid Employee Organization Leave

AFSCME requests for employee organizational leave for at least thirty (30) calendar days or more shall be made in writing to the CEO/Employee Relations Division and to the affected Department at least ten (10) business days in advance of the leave. AFSCME may not have more than three (3) employees in the Bargaining Unit on leave of absence to accept employment with AFSCME. These leaves are subject to the 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 AFSCME 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.

Section 5.            Family Leave

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

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

- B.     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.
- C.     Absences incurred for a Family Leave qualifying reason may not be used for purposes of placing or keeping an employee on certified time or cited or referenced in any Performance Evaluation or Appraisal of Promotability. Employees on certified time with FMLA qualifying absences shall not be required to provide medical certifications for those FMLA absences above and beyond the medical certification requirements in the County Family Leave Policy.
- D.     An employee shall be entitled to file a grievance for violation of the provisions of this Article in addition to the rights provided by law.

Section 6.            Jury Duty and Witness Leave

During the time an employee is actually reporting to the court for jury duty and following receipt of "Certificate of Jury Service" (Jury Form 4), the Department Head or his/her designate will convert the employee's usual shift to a regular five-day Monday through Friday day-shift basis.

Any person holding a permanent position ordered to serve on a jury shall be entitled to his/her regular pay provided the employee deposits his/her fees for service, other than mileage, with the County Treasurer.

Whenever any full-time permanent employee is required to be absent from work by a proper subpoena, issued by a court or commission legally empowered to subpoena witnesses, which compels the employee's presence as a witness, unless the employee is a party or an expert witness, the employee shall be allowed the time necessary to be absent from work at the employee's regular pay to comply with such subpoena, provided the employee deposits any witness fees, except mileage, with the County Treasurer.

Section 7.                      Bereavement Leave

The provisions of Los Angeles County Code section 6.02.080 regarding Bereavement Leave shall apply to employees in Bargaining Unit 802.

Section 8.                      Military Leave

The provisions of Los Angeles County Code Section 6.20.080(c) and applicable law, shall apply to employees in Bargaining Unit 802.

ARTICLE 24      ENHANCED VOLUNTARY TIME-OFF PROGRAMProgram Description:

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

Program Requirements:

The EVTO program includes the following elements and requirements:

- Implementation of the provisions of the Enhanced Voluntary Time – Off Program within each Department shall be subject to prior authorization by the Chief Executive Officer.
  
- The Chief Executive Officer may establish procedures and issue Executive instructions regarding the operation of the Enhanced Voluntary Time-Off Program.
  
- In order to maintain critical public services, all requests by employees for unpaid EVTO leave must be in writing and be approved in advance by the Department Head or his/her designee.

- During specific times each fiscal year, employees who wish to participate in EVTO will pledge the number of hours to be taken as EVTO. This will assist the departments in determining projected savings.
  
- In the event of an industrial injury or unforeseen hardship which significantly impacts an employee's decision to request EVTO, such employee shall be able to rescind or modify his or her EVTO pledge. However, a change or modification in scheduling days off must be approved by department Management.
  
- In the event of a County emergency affecting public health or safety, a Department Head may rescind all or part of any EVTO pledge and require such employee to return to work immediately. Nothing in this paragraph reduces the authority of a Department Head to terminate any leave of absence as described in Civil Service Rule 16.04.
  
- An employee may take up to sixty (60) calendar days of EVTO each fiscal year during this program (see below for EVTO after sixty (60) days) with the following benefit guarantees:
  - EVTO may be taken as sixty (60) or fewer consecutive calendar days; as a reduced work-week schedule (4/36 or other); or as occasional days off with Management approval.

- EVTO will not affect flexible benefit plan County contributions, or vacation and sick leave accrual. However, employees may wish to schedule occasional EVTO days to avoid loss of pay for weekend and holiday days.
  
- An employee will receive retirement credit for each month in which the employee has any retirement eligible earnings. In the event the employee's earnings are less than enough to pay the employee contribution to LACERA, the employee may pay the required employee contribution directly to LACERA to receive retirement credit for that month. Such payments shall be made within thirty (30) days following the end of the month in which the contribution was not made.
  
- EVTO will not constitute a break in service and will count towards time in service for step advancement and continuous service date.
  
- An employee may take a total of one (1) year of EVTO with the following parameters:
  - A full year of EVTO will not constitute a break in service and will count towards time in service for step advancement and continuous service date.
  
  - After the first sixty (60) days of EVTO, the sixty (60) day EVTO benefit guarantees will not apply.



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

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

Benefits Protected

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

Benefits Not Protected

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

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

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

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

ARTICLE 25      EMPLOYEE PAYCHECK ERRORSA.    Underpayments

1.    If an underpayment of 10% of base monthly pay (5% of base monthly pay if paid twice a month) or \$100, whichever is least, occurs in an employee's paycheck, a paycheck correction may be requested. Such request must be made to the Department Head or his/her designee within two business days after receipt of the warrant. Otherwise, the correction shall be made in the next regularly issued warrant.
  
2.    The Auditor-Controller will issue a corrected or supplemental warrant within three working days after receiving the request from the Department Head or his/her designee.
  
3.    Changes in salary resulting from step advances or changes in status are excluded from amounts which constitute paycheck errors for purposes of this Article.

B. Overpayments

1. Employees will be notified prior to the recovery of overpayments.
  
2. Recovery of more than 15% of net pay will be subject to a repayment schedule established by the Department Head or his/her designee 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 26            EMPLOYEE PARKING

Section 1.            Safe and Adequate Parking

County Management will continue to make reasonable efforts to provide adequate free and safe parking facilities for employees who regularly find it necessary to use their own vehicle for transportation to their work location, unless otherwise required by AQMD regulations or law.

ARTICLE 27            UNION RIGHTS

Section 1.            AFSCME Rights

It is understood and agreed that AFSCME has the right to:

- A.     Represent its members before the Board of Supervisors and Management representatives regarding wages, hours, and other terms and conditions of employment.
  
- B.     Receive timely written notice of any ordinance, rule, resolution, or regulation directly relating to wages, hours, and other terms and conditions of employment.
  
- C.     Inspect an employee's personnel file at a reasonable time, upon request, during normal business hours, with the exception of all material obtained from other employers and agencies at the time the employee was hired, provided an authorized AFSCME representative has the employee's written consent.
  
- D.     Use County facilities for membership meetings, (excluding meetings for the advancement of activities which have a negative impact on County operations), and conferences upon reasonable advance notice to the appropriate County official, subject to availability of such facilities.

Section 2.            Bulletin Boards

Management agrees to provide at least one bulletin board for the exclusive use of the AFSCME in each area or facility employing more than 10 employees. AFSCME shall have the right to use such bulletin board to post information or material concerning the following subjects:

- A. AFSCME recreational, social and related news bulletins;
- B. Scheduled AFSCME meetings;
- C. Information concerning AFSCME elections or the results thereof;
- D. Reports of official business of AFSCME including reports of committees or the Board of Directors.

Prior to posting any of the above materials on such bulletin board, such materials shall be initialed by an authorized representative of AFSCME and of the CSSD authorized representative. All other material which AFSCME desires to post shall first be approved by the CSSD Director (Administration) or designee.

Section 3.            Work Access For Representation Purpose

The parties agree that authorized AFSCME representatives will be given access to work locations during working hours to conduct business relating solely to the provisions of this Memorandum of Understanding. Access shall be guided by the following limitations:

1. AFSCME shall furnish a list of representatives to the department head or his designated representative. AFSCME will immediately notify the department of any change in its representatives.
2. A representative desiring access to a work location must state the purpose and request approval from the department head or his representative within a reasonable amount of time prior to an intended visit.
3. AFSCME agrees that its representatives will not interfere with the operation of the department or any of its facilities.
4. Access will be granted to an authorized AFSCME representative if, in the opinion of the department head or his representative, such access will not interfere with operations or adversely affect security.
5. If a requested visit is denied, an alternate time will be mutually agreed upon.
6. An employee designated as an authorized AFSCME representative must obtain permission from his/her immediate supervisor to engage, during duty hours, in business relating to this Memorandum of Understanding. Permission to leave will be granted promptly unless such absence would interfere with efficient operations. If permission is denied, an alternate time will be designated.



Section 4.                    Intra-County Communications

It is agreed that during the term of this agreement AFSCME may maintain a mailbox at the CSSD offices at Central Civil West (CCW) courthouse. In the event that CSSD moves from its current location at CCW, the mailbox shall be moved to a departmental designated Title IV-D courthouse.

Section 5.                    AFSCME/Management Meetings

Management agrees to consult with AFSCME in conformity with Section 5 and Section 6(a) of the Employee Relations Ordinance.

Section 6.                    New Employee Orientation

AFSCME representatives shall be notified of and participate in new employee orientation on County time for the sole purpose of providing employees information regarding AFSCME Union membership. At such meetings, AFSCME shall be afforded the opportunity to distribute documents to the employees explaining both his/her rights under the Employee Relations Ordinance and the status of AFSCME as the certified majority representative for Child Support Attorneys, as well as material related to the services and employee benefits programs offered by AFSCME.

Section 7.

Nothing contained in this Memorandum of Understanding shall be construed as a waiver by AFSCME of its rights under Section 6 of the Employee Relations Ordinance, except for those matters specifically set forth in this Memorandum of Understanding.

Section 8.                    Work Release for Negotiations

It is the intent of the parties to engage in good faith negotiations and endeavor to reach agreement on a successor Memorandum of Understanding. As such, up to seven (7) members of Unit 802 will be excused from their regular assignment upon request of the union for the purpose of attending and/or participating in negotiation sessions or union caucuses.

Section 9:                    Work Release for Union Officials

The Union President (or his/her designees) shall be afforded reasonable time off without loss of pay to perform the responsibilities of his/her position.

In the event that, the Union President chooses to designate another official for a specific task (e.g., a grievance hearing), the Union President or AFSCME Business Representative will notify the County of the designee and the expected time needed for completion of the task.

ARTICLE 28            HEALTH AND SAFETYSection 1.            Parties' Responsibilities

It is the duty of Management to make every reasonable effort to provide and maintain a safe and healthy place of employment. AFSCME will cooperate by encouraging all employees to perform their work in a safe and healthful manner. Employees are encouraged in the course of performing their regularly assigned duties to be alert to unsafe and/or unhealthy practices, equipment, and conditions and to report any such unsafe and/or unhealthy practices or conditions to their immediate supervisors. The immediate supervisor will respond within five (5) business days.

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

If the employee or the employee's representative is not satisfied with the response of the safety officer, AFSCME may consult with the County Risk Manager of the Chief Executive Office's Risk Management Branch or his/her designate. A representative of such branch shall respond to the Department Head and AFSCME within ten (10) days.

If AFSCME is not satisfied with the response of the County Risk Manager of the Chief Executive Office's Risk Management Branch, the issue may be taken within ten (10) days to arbitration as set forth in Article 13. During such ten (10) days consultation between the Department Head and AFSCME will take place. Management shall make available the name and work telephone number of each safety officer/representative in each department and/or work facility. This list will be updated as required.

Section 2.            First Aid Kits

The departmental safety officer or appropriate representative will make every reasonable effort to update and to maintain complete, well-stocked first aid kits at all work facilities and to ensure said kits are accessible to employees.

Section 3.

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

Section 4.

The parties agree to recommend to the Los Angeles County Labor-Management Advisory Committee on Productivity Enhancement that the committee place employee safety and security on its agenda as an item for consideration.

Section 5.            Office Ergonomics

The parties acknowledge that grievances resulting from disputes regarding the Office Ergonomics guidelines appended hereto shall be subject to the provision of the Safety and Health Article of the applicable Memorandum of Understanding (see attached ERGO Guidelines).

ARTICLE 29            JOINT LABOR MANAGEMENT COMMITTEE

Section 1.

The parties agree to establish a Joint Labor/Management Committee in the Child Support Services Department to meet regarding employee relations matters in accordance with Employee Relations Ordinance 5.04.090.

- (a). The purpose of the joint labor management committee is for the Office of the Child Support Services Department and AFSCME to establish a forum for Labor and Management to regularly meet and jointly discuss issues of concern to Child Support Attorneys in this Unit.

Section 2.

The Joint Labor/Management Committee shall consist of four (4) representatives designated by AFSCME. The Department Head shall designate four (4) management representatives to be on the committee. Upon request of either party, a representative from the Chief Executive Office Employee Relations Division may attend Joint/Labor Management Committee meetings, schedule permitting. Requests for CEO attendance will not be unreasonably denied and are subject to the normal scheduling considerations.

Section 3.

The Joint Labor Management Committee shall meet up to six times annually, upon written request of either party, or more frequently by mutual agreement, during working hours, on County paid-time, to discuss issues which include, but are not limited to, training, promotional process/opportunities, attendance at seminars, working conditions and/or other departmental operational matters.

Section 4.

The Committee shall develop its internal procedures, including scheduling meeting agenda, dates, times, and locations.

The Committee may also make advisory recommendations to the CSSD Director, or his designated representative, for consideration.

ARTICLE 30      SALARIES

Section 1.

The parties jointly agree to recommend to the County's Board of Supervisors that said Board adopt and implement the following salaries applicable to employees in the Unit 802 effective on the dates indicated:

Effective October 1, 2018	2%
Effective October 1, 2019	2.5%
Effective October 1, 2020	2.5%

Fiscal Emergency Language

When mutually agreed to by the parties and if a legitimate fiscal emergency exists, the MOU may be reopened on the issue of the third-year wage of the agreement.

ITEM NO	ITEM CLASSIFICATION	EFFECTIVE DATE	NOTE	SCH	MINIMUM RATE	MAXIMUM RATE
9284	ATTORNEY I,CHILD SUPPORT SERVS	CURRENT	N34M	90J	4904.00	6431.82
		09/15/2015	N34M	91K	5051.27	6624.64
		10/01/2016	N34M	92L	5203.27	6823.36
		10/01/2017	N34M	93H	5307.00	6959.64
		04/01/2018	N34M	94E	5412.45	7098.18
9285	ATTORNEY II,CHILD SUPPORT SERVS	CURRENT	NMX	102B	6673.64	9755.36
		09/15/2015	NMX	103C	6874.18	10049.00
		10/01/2016	NMX	104D	7080.64	10351.18
		10/01/2017	NMX	105A	7221.00	10557.00
		04/01/2018	NMX	105J	7365.73	10767.91
9286	ATTORNEY III,CHILD SUPPORT SERVS	CURRENT	NMW	111B	8518.27	11795.36
		09/15/2015	NMW	112C	8774.64	12149.36
		10/01/2016	NMW	113D	9038.36	12514.27
		10/01/2017	NMW	114A	9218.00	12763.00
		04/01/2018	NMW	114J	9402.00	13018.27



9287 ATTORNEY IV,CHILD SUPPORT SERVS	CURRENT	NMX	115D	9541.91	13949.91
	09/15/2015	NMX	116E	9828.45	14369.18
	10/01/2016	NMX	117F	10124.00	14800.73
	10/01/2017	NMX	118C	10325.45	15095.09
	04/01/2018	NMX	118L	10531.27	15395.45

## Section 2.

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

## Section 3.                    Step Advances

- A. Full-time permanent employees in this unit who are below the top step of the salary range and who are eligible for an annual step advance will be granted a step advance only when a competent or better Performance Evaluation has been filed by the employee's Department Head. The Performance Evaluation shall be filed at least one (1) month prior to the employee's step advance anniversary date and within a period which does not exceed one (1) 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/her Department Head in writing to issue a Performance Evaluation. The Department Head shall issue a Performance Evaluation within five (5) days of the employee's request. If said Evaluation is competent or better, the employee shall be granted a step advance effective to his/her step advance anniversary date.

- C. Grievances arising out of this section shall be processed as follows:
- i. Where no Performance Evaluation has been issued in accordance with Paragraph B. above, the employee may file a grievance with the Department of Human Resources. If the Director of 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/her step anniversary date.
  - ii. 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/her step advance anniversary date.

iii. Grievances based on an Improvement Needed Performance Evaluation shall be filed within ten (10) days of issuance with the Department Head or his/her 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 Rules.

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

Section 4.

Employees in this bargaining unit shall be exempt salaried consistent with the provisions of Chapter 6.09 of the Los Angeles County Code.

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 County.

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

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

ARTICLE 32      EMPLOYEE BENEFITSSection 1.

It is the intent of the parties that, during the term of this agreement, permanent employees in Bargaining Unit 802 in the job classification of Child Support Attorney I, II, III and IV, shall continue to receive all employee benefits that they currently have, on the same basis and level of benefit, subsidy or otherwise, as that provided currently for non-represented employees and as more fully set forth in the Los Angeles County Code, for non-represented employees, including but not limited to the following employee benefits:

- Mega-Flex and the Flexible Benefit Programs
- Holidays
- Sick Leave
- Bereavement Leave
- Deferred Compensation Plan
- Savings Plan
- Life Insurance
- Vacation
- Leave Donation
- Retirement
- Mileage

Section 2.

The County shall not discriminate against non-represented employees upon certification of a bargaining unit, class accretion, promotion, reclassification or transfer, into the bargaining unit or otherwise restrict participation in any of the employee benefits set forth above including the Flex/Mega-Flex Program, deferred compensation, savings plan or other employee benefit programs, as currently provided to non-represented employees, on the basis of the exercise of their bargaining rights as provided for in California Government Code Section 3500-3511.

Section 3.

It is the intent of the parties that during the term of the agreement any new employees hired, promoted or transferred to the classification of Child Support Attorney I, II, III or IV, shall be entitled to the same employee benefits and on the same level and subject to the same conditions, as that provided for employees currently in the bargaining unit.

Section 4.

It is intent of the parties' that the exclusive management, control and administration of the Flex/Mega-Flex, Deferred Compensation (457) and Savings Plan (401k) shall be at the sole discretion of the County. Any and all current or future changes, modification or termination of the Flex/Mega-Flex, Deferred Compensation or Savings Plan, is at the sole discretion of County Management, as directed by the Board of Supervisors, subject to the County meeting and consulting with AFSCME prior to implementing any said changes or termination of the Flex/Mega-Flex, Deferred Compensation and Savings Plans.

Any and all future changes the County makes to the Flex/Mega-Flex, Deferred Compensation and Savings Plan for non-represented employees, including contributions, plan design and benefit changes shall be extended to and shall become a part of this Agreement and made applicable to employees in this Bargaining Unit.

Section 5.

It is the intent of the parties that the County will continue to exercise its sole discretion to manage, administer and control the employee benefit programs enumerated in this Article for employees in this Unit, on the same basis and subject to the same conditions as provided for non-represented employees

It is the intent of the parties that the provisions of this Article shall not be subject to the Grievance Procedure (Article 9) and is expressly excluded from Arbitration (Article 9, Section 8).

Section 6.

Permanent employees in this Unit will be eligible to participate in the Retiree Medical Trust as sponsored by the Coalition of County Unions.

ARTICLE 33      TRANSFER

Transfers may occur due to the business needs of the Department as permitted by the County Civil Service Rules. As such, the Management may assign, transfer, or promote bargaining unit members as needed for the operational needs of the Department.

For the purpose of this Article, the following definitions will apply:

A “voluntary transfer” is a transfer initiated by the employee.

An “involuntary transfer” is a transfer initiated by management.

I.      VOLUNTARY TRANSFERS

The Department shall maintain a Transfer List which will be compiled pursuant to voluntary transfer requests as submitted electronically by attorneys through CSSD intranet.

Provided that the skills required for the vacancy will be met and any hardship requests are considered, the vacancy shall be filled by the person who has been on the transfer list longest.



## II. INVOLUNTARY TRANSFERS

- A. Management shall ensure that involuntary transfers are commensurate with the Attorney grade (i.e., attorney grade 2 to attorney grade 2). Additionally, Management shall consider the seniority, training, experience, hardships, specialized skills and operational needs prior to transfer.
- B. Upon considering an involuntary transfer, Management shall make every effort to solicit volunteers prior to making involuntary transfers. If no bargaining unit members voluntarily accept the transfer assignment, Management shall use the criteria listed in Section IIA of this Article in order to identify employees to be involuntarily transferred. Employees will receive a written notice 10 business days prior to the effective date of any involuntary transfer except in case of a County-defined emergency.

If an employee has a voluntary transfer request on file and the employee is involuntarily transferred to a location that is neither his/her first or second choice, the employee will remain on the voluntary transfer list. There shall be no waiting period for an employee that is involuntarily transferred to submit a voluntary transfer request.

ARTICLE 34      OVERTIME/COMPENSATORY TIME

Child Support Attorneys are salary exempt employees and will not, in general, accrue overtime on a regular basis. However, the Department recognizes that certain circumstances do require extra work and that compensatory time off shall be given when significant extra time is needed to meet the requirements of the job and/or the mission of the Department.

Circumstances that may warrant compensatory time include, but are not limited to:

- 1) Working on scheduled days off as established by the RDO (9-80 work week or 4-40 work week) program, weekends or after hours.
- 2) Out of county travel at the request of or approved by CSSD.
- 3) Acting as an approved representative of CSSD at meetings, conferences, trainings or community events on weekends and/or RDOs.

Overtime which results in Compensatory time must be authorized in advance and is subject to the supervising attorney of the child support attorney seeking the compensatory time approval as to appropriateness.

Attorneys shall accrue compensatory overtime, according to departmental policies.

Overtime/Compensatory Time hours, if not used, may be carried over, to a maximum of 160 hours. Such carryover time must be used by the end of the year in accordance to County Code Section 6.15.050.

Supervisors and employees should make every effort to work together to resolve any issues that arise concerning overtime/compensatory time in an informal manner and balance the needs of the Office with the needs of the employee.

ARTICLE 35STATEMENT OF GOVERNING LAW

It is the mission and objective of the Child Support Attorneys to preserve the integrity of their role in the legal process of establishing and enforcing child support orders and also to ensure that, as attorneys, they can continue to uphold their legal and ethical responsibilities to the Department, the children and families of Los Angeles County, and their profession.

The Department is committed to supporting the Child Support Attorneys in the performance of their legal and ethical responsibilities including the adherence to the legal requirements mandated by the California legislature and the federal government.

The parties mutually recognize and agree fully that the employees covered herein are attorneys and employees of the County of the Los Angeles County Child Support Services Department, a local child support agency authorized under Title IV-D of the federal Social Security Act and mandated by state law (Family Code §§ 17200 et seq).

ARTICLE 36SUPERVISION

The Department is committed to delivering work of the highest standards while maintaining employee integrity. In doing so:

- In no event shall a non-attorney direct or control the professional judgment of a Child Support Attorney.
- In no event shall a non-attorney direct a Child Support Attorney in the practice of law.
- In no event shall a non-attorney evaluate the legal acumen of a Child Support Attorney or prepare any portion of an Appraisal of Promotability of a Child Support Attorney related to legal acumen.

ARTICLE 37      WORK CONDITIONS

It is the duty of the Department to ensure that each Child Support Attorney is provided with work conditions, resources, and equipment conducive for the employee to conduct all aspects of his/her legal work. Management shall make every effort to ensure the bargaining unit members are provided the appropriate working environment necessary for the Child Support Attorney to conduct his/her legal work.

In furtherance of this provision, the Department shall provide and/or maintain dedicated office space for each Staff Attorney for their exclusive use.

No Attorney I, II, or IIIs shall be a direct supervisor of a paralegal. The Department shall assign a designated attorney or provide sufficient attorney resources at Central Civil West to adequately review and provide legal guidance to paralegals regarding legal issues.

ARTICLE 38            OUT-OF-CLASS ASSIGNMENTSSection 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 funded position in one class by an individual in another class.
- B. The amount of the bonus shall be two standard salary schedules and shall not constitute a base rate. When a class is compensated on a flat rate, the amount of the bonus shall not exceed 5% of the base rate. Where the difference between rates of the employee class and the out-of-class assignment is less than the above bonus the employee shall receive the rate for the higher class. This bonus is paid pursuant to the conditions described below.

Section 2.            Conditions

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

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

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

Pay the employee the bonus. The bonus is paid from the date of the 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 the training. Written confirmation of such assignment shall 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 under this Article may be filed under the expedited arbitration procedure set forth in this MOU.

ARTICLE 39            PROFESSIONAL EDUCATIONAL EXPENSE AND  
PROFESSIONAL DEVELOPMENT

CSSD is mandated by law to establish and enforce parentage and support orders and its attorneys are required to maintain mandatory levels of educational training and professional development in order to practice law. The Department is committed to delivering the work of the highest quality and in a professional manner.

As resources allow, the Department shall make available to each attorney (Grades I to IV) the opportunity to attend professional conferences on county time ( e.g.; the CSDA Attorney College in its entirety). Priority shall first be given as follows:

- 1- To those attorneys who have not attended a Conference in the last three years, are within their current reporting MCLE compliance period and are deficient in MCLE credits.
- 2- To those attorneys within their current reporting MCLE compliance period who are deficient in MCLE credits.
- 3- To those attorneys who have not attended an Attorney conference within the last three years and who are deficient in MCLE credits.
- 4- To those attorneys who have not attended a conference within the last three years and who are not deficient in MCLE credits.

Attorneys will not be required to present an MCLE as a condition of attendance. Once the Department has made its selection of the participating attorneys for an upcoming conference, the list of the chosen participants will be sent to the Union president in advance of the release/approval of individuals.

In order to be licensed to practice law in the State of California, Attorneys are required to complete a number of approved continuing legal education credits every three years as currently mandated by the California Bar Association. To assist attorneys in this objective the Department will provide a minimum of nine (9) participatory hours of in-house MCLE trainings each year. Child Support Attorneys will only conduct MCLE trainings for the Department on a voluntary basis (unless assigned to a unit dedicated to Training). When logistically possible, the Department will tele-conference to CCW and the non-hosting Divisions the MCLE training sessions to allow attorneys to obtain participatory training and units. In addition, the Department will make every effort to videotape and make available these trainings to attorneys who were not able to attend the training in person. Should providing these in-house trainings become cost prohibitive the Department will meet with the Union to discuss viable alternatives.

ARTICLE 40      ATTORNEY STAFFING

The Department will comply with the Family Code §17206 and 45 CFR 303.20.

## APPENDIX A

### OFFICE ERGONOMIC GUIDELINES

The lease, purchase and installation of computer monitors, keyboards, accessories and associated furnishings shall conform to ergonomics guidelines outlined herein.

#### 1. LIGHTING

- a. The computer monitor should be located away from windows to the extent feasible.
- b. The windows in the work area should have blinds or drapes.
- c. The work area should be painted with low-reflective colors.
- d. The lighting in the work area should be from indirect or recessed sources.
- e. Luminance of characters and background should have a high contrast ratio.

#### 2. KEYBOARDS, MOUSE AND COMPUTER MONITORS

- a. Keyboard trays should be adjustable and conform to current ergonomic guidelines to the extent feasible.
- b. The computer mouse should be located adjacent to and on the same plane as the keyboard.
- c. Monitor height should be adjustable, fit the operator's plane of vision and provide a high contrast ratio.

#### 3. CHAIR AND DESK

- a. The chair should be adjustable for seat pan height, backrest height, and backrest angle. The chair should be adjustable by the employee with the chair in an upright position and without the use of tools. The chair backrest should be constructed to provide lumbar support. The chair base should have five (5) prongs and should have casters appropriate for the flooring. The chair should have armrests to be used at the employee's option.

- b. The desk/table surface should be large enough to provide an adequate work surface, including space for a document holder. The underside of the desk should be free of sharp protrusions, and the leg space should be free of obstructions. The desk should have a matte surface to inhibit glare.
- c. Document holders should be adjustable for height, distance and angle.
- d. Footrests should be made available, if necessary.

4. MAINTENANCE

- a. When an employee observes any problems with computer equipment, they may request an assessment of the need for repair of said equipment.
- b. All maintenance records must be accessible to the Union upon written request, in accordance with the California Public Records Act and the Los Angeles County Employee Relations Ordinance.
- c. Grievances resulting from disputes of these guidelines shall be subject to the provision of the Safety and Health Article of the appropriate Memorandum of Understanding.

**APPENDIX B****CLASSIFICATIONS STUDY**

Recognizing the importance of having staff perform the appropriate functions consistent with their classification level, the Department will initiate classification studies of the Child Support Attorney II and III positions.

CEO Classifications will conduct these studies with assistance from the Departmental management. CEO will make the final determination and make recommendations to the Board of Supervisors on any changes to the reclassified positions. These classification studies will be completed by October, 2016 or at the latest prior to the time the Department receives their budget instructions from the CEO for the Fiscal Year 2017-2018.

The CEO and the Department will consult with the union on the reclassification study process before, during and at its completion through the Joint Labor Management Committee (JLMC), and in further meeting if needed.

Toward this end, the Department will maintain a viable list of attorney grades III and IV and make every effort to fill the vacant/reclassified positions.

This provision will expire on September 30, 2018.

**APPENDIX C**  
**ADDENDUM TO ATTENDANCE POLICY**

This settlement agreement has been modified to reflect the parties' intent in its execution.

SETTLEMENT AGREEMENT  
ARB NO. 023-16

This agreement is entered into between the Los Angeles County Child Support Services Department (hereinafter, "Department"), the Chief Executive Officer (hereinafter, "CEO") and American Federation of State, County and Municipal Employees ("AFSCME") Local 1152 (hereinafter, "Union").

RECITALS

1. The Union is the exclusive representative of attorneys in the Los Angeles County Child Support Services bargaining unit.
2. In late September, 2015, the Department announced a change in the Attendance policy that affected this bargaining unit. Among other things, the new policy made changes to the way in which the attorney staff would report partial day absences and reiterated other policies regarding the reporting requirements for those attorneys on alternate work schedules (4-40 and 9-80).
3. Pursuant to the parties' memorandum of understanding, the Union filed a Grievance General In Character (GGIC, hereinafter the "Grievance") alleging that the Department violated the new Memorandum of Understanding between the parties, the LA County Department of Human Resources Interpretative Manual, and the LA County Code.
4. On or about \_\_\_\_\_, ERCOM approved the case for arbitration, and set a hearing for February 24, 2017.
5. The parties have decided to settle the controversy between them in order to avoid the cost, inconvenience, delays and uncertainties involved in further legal proceedings in this matter without any party conceding the correctness of the position of the other.



**Now therefore, the parties agree as follows:**

1. The Department and the Union agree that employees in the bargaining unit shall not be required to sign in at the beginning of their shift or sign out at the end of their shift, either in writing or electronically. This applies to all employees, including those on alternate work schedules.
2. The Department and Union agree that an employee in the bargaining unit shall submit an e-Forms Time-Off Request Form for each full-day absence and for each pre-planned or pre-scheduled partial day absence, i.e., those partial day absences of which the employee has advance notice. For pre-planned or pre-scheduled partial day absence, the employee shall **only** list in the notes section of the e-Forms Time-Off Request Form, the time of planned late arrival or early departure, as appropriate. **No hours except "0.0" shall be stated in hours section.**
3. The Department and Union agree that no employee in the bargaining unit shall be required to submit an e-Forms Time-Off Request Form for any same day partial day absence. If the employee is assigned to court on the date of the partial day absence, then he or she shall notify the head attorney of their reporting and/or departure time, as applicable, via electronic mail. If the employee is assigned to the division on the date of the partial day absence, then he or she shall notify their immediate supervisor of their reporting and/or departure time, as applicable, via electronic mail.
4. The Union, upon execution of this settlement, agrees to withdraw the ARB 023-16, with prejudice, and agrees to waive any and all further administrative or judicial remedies with respect to the allegations in the grievance.
5. The Union further agrees to fully release, acquit, and forever discharge the County, all present and former officers, employees, and agents of the County from any and all liability whatsoever with respect to the allegations in the grievance.
6. The Union and County each represent that they have fully considered the terms, conditions and effects of this settlement and each fully and freely assents thereto.
7. The terms and conditions set forth in this settlement are intended by the parties to be a complete and exclusive expression of their agreement with respect to the resolution of the grievance.

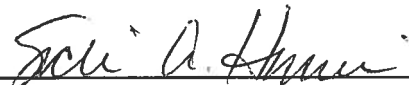
8. This settlement agreement shall be incorporated into successor Memoranda of Understanding unless rendered invalid by subsequent changes in governing law.
9. The Union and County will each bear their own attorneys' fees and costs in connection with the grievance and arbitration.
10. This settlement may be executed in counterparts.

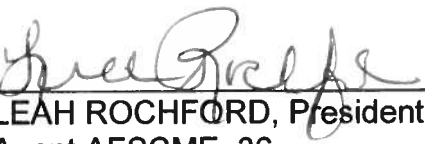
IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute this Memorandum of Understanding the day, month, and year first above written.

AFSCME, COUNCIL 36  
REPRESENTATIVES

By   
\_\_\_\_\_  
STEVE KOFFROTH, Field Director  
Agent AFSCME, 36

COUNTY OF LOS ANGELES  
AUTHORIZED MANAGEMENT  
REPRESENTATIVES

By   
\_\_\_\_\_  
SACHI A. HAMA  
Chief Executive Officer

By   
\_\_\_\_\_  
LEAH ROCHFORD, President  
Agent AFSCME, 36

TO BE JOINTLY SUBMITTED TO COUNTY'S BOARD OF SUPERVISORS

MEMORANDUM OF UNDERSTANDING  
FOR JOINT SUBMISSION  
TO BOARD OF SUPERVISORS  
REGARDING THE  
AGRICULTURAL WEIGHTS & MEASURES INSPECTORS  
EMPLOYEE REPRESENTATION UNIT

THIS MEMORANDUM OF UNDERSTANDING made and entered into this 5<sup>th</sup> day of  
March 2019,

BY AND BETWEEN

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

AND

LOCAL 830, AMERICAN FEDERATION OF  
STATE, COUNTY AND MUNICIPAL  
EMPLOYEES, (hereinafter referred to as  
"LOCAL 830, AFSCME" or "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 830, was certified on January 2, 1970, by County's Employee Relations Commission (Employee Relations Commission File No. R-49-69) as the majority representative of County employees in the Agricultural Weights & Measures Inspectors Employee Representation Unit (hereinafter the "Unit") previously found to be appropriate by said Employee Relations Commission. Management hereby recognizes AFSCME Local 830 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 the classification listed in Article 7, SALARIES and any classifications which may be added hereafter by the Employee Relations Commission.

Notwithstanding the above, if exclusive representation is agreed upon between AFSCME and Management, it will also apply in this representation Unit.

ARTICLE 2      PURPOSE

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

ARTICLE 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 the County Code, required to implement the full provisions hereof; 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 October 1, 2018. This Memorandum of Understanding shall expire and otherwise be fully terminated at 12:00 midnight on September 30, 2021.

ARTICLE 5            RENEGOTIATION

Section 1.            Calendar of 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 April 1, 2021 through May 15, 2021, its written request to commence negotiations as well as its initial written proposals for such successor Memorandum of Understanding, with the exception of salary proposals which shall be presented no later than June 15, 2021.

Upon receipt of such written notice and proposals, negotiations shall begin no later than 30 days after such receipt or June 1, 2021, whichever is later. An impasse concerning the matters under negotiations shall be declared automatically if full and entire agreement on the terms of a successor Memorandum of Understanding is not reached by August 31, 2021, unless the parties mutually agree to continue negotiations.

ARTICLE 6            NON-DISCRIMINATION

The parties mutually recognize and agree to protect the rights of all employees covered hereby to join and participate in the activities of AFSCME Local 830 and all other rights in the Employee Relations Ordinance and Government Code, Section 3500 through 3511.

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

ARTICLE 7            SALARIESSection 1.            Recommended Salary Adjustment

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

ITEM NO	ITEM CLASSIFICATION	EFFECTIVE DATE	NOTE	SCH	MINIMUM RATE	MAXIMUM RATE
0012	AGRICULTURAL INSPECTOR III	CURRENT	NM	88K	4656.27	6107.18
		10/01/2018	NM	89G	4749.36	6229.18
		10/01/2019	NM	90F	4868.00	6384.64
		10/01/2020	NM	91E	4989.45	6543.73
0004	AGRICULTURAL INSPECTOR AID	CURRENT	NM	67C	2604.73	3403.55
		10/01/2018	NM	67L	2655.64	3469.73
		10/01/2019	NM	68K	2721.73	3555.73
		10/01/2020	NM	69J	2788.09	3642.82
0007	AGRIC/WEIGHTS & MEAS INSPECTOR I	CURRENT	N2M	83K	4292.09	5333.00
		10/01/2018	N2M	84G	4377.91	5439.18
		10/01/2019	N2M	85F	4487.45	5574.64
		10/01/2020	N2M	86E	4599.45	5713.73
0009	AGRIC/WEIGHTS & MEAS INSPECTOR II	CURRENT	NM	87K	4531.82	5943.91
		10/01/2018	NM	88G	4622.18	6062.45
		10/01/2019	NM	89F	4737.64	6213.82
		10/01/2020	NM	90E	4856.00	6368.91
0011	AGRIC/WEIGHTS & MEAS INSPECTOR III	CURRENT	NM	91K	5051.27	6624.64
		10/01/2018	NM	92G	5152.36	6756.82
		10/01/2019	NM	93F	5281.00	6925.45
		10/01/2020	NM	94E	5412.45	7098.18
0005	ASSOC AGRIC/WGHTS & MEAS INSPECTOR	CURRENT		F		3776.13
		10/01/2018		F		3851.65
		10/01/2019		F		3947.94
		10/01/2020		F		4046.64

Section 2. Step Advances

- a. Full-time permanent employees in this unit who are below the top step of the salary range and who are eligible for an annual step advance will be granted a step advance only when a competent or better Performance Evaluation has been filed by the employee's department head. The Performance Evaluation shall be filed at least one month prior to the employee's step advance anniversary date and within a period which does not exceed one year prior to that date.
  
- b. If no performance review is filed as defined in a. above or if an employee receives an Improvement Needed Performance Evaluation, the employee's step advance will not be granted on the date due.

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

- c. Grievances arising out of this section shall be processed as follows:
  - (1) Where no Performance Evaluation has been issued in accordance with Paragraph b. above, the employee may file a grievance with the Department of Human Resources.

If the Director of Personnel fails to obtain issuance of such Performance Evaluation within ten days after the grievance is filed with the Department of Human Resources, the employee shall be deemed competent and the step advance shall be processed within 30 days effective to his/her step anniversary date.

- (2) Where the department head issues a Performance Evaluation upon request of the Department of Human Resources, and said Performance Evaluation is competent or better; the employee shall be provided a step advance within 30 days effective to his/her step advance anniversary date.
  - (3) Grievances based on an Improvement Needed Performance Evaluation shall be filed within ten days of issuance with the department head or his/her designated representative who shall respond to the grievance within ten days. Appeals from department head decision shall be processed in accordance with Civil Service Rules.
- d. During the term of this agreement, should any changes be made in the existing categories of Performance Evaluations which adversely impacts the application of this section, the parties agree to meet and renegotiate this section.

In the event an agreement cannot be reached through negotiations, it is agreed that the Union may submit the dispute to arbitration. The arbitrator shall issue an award on the step advances as affected by the changes in existing categories of Performance Evaluations.

Section 3.

The parties having jointly reviewed and considered available salary 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.            Reimbursement - Required Books

The parties agree jointly to recommend to the Board of Supervisors that employees in this Unit be reimbursed for the cost of required books used under provisions of the Tuition Reimbursement Program.

ARTICLE 8            OVERTIMESection 1.            Compensation

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

Non-Exempt Employees

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

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

CTO accrued between October 1, 1993, and June 30, 1994, shall be taken off only at the request of the employee. On or after August 1, 1995, at the employee's option, time "on the books" which was accrued between October 1, 1993, through June 30, 1994, 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/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.            Saving Clause

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

ARTICLE 9            MISCELLANEOUS

Section 1.

- A.     Except in cases of emergencies, Management will give ten (10) working days' notice to employees assigned to the Antelope Valley where such assignments will involve reimbursement of living expenses.
  
- B.     For purposes of this article, an emergency is defined as the occurrence of an event over which Departmental Management has no control.

Section 2.            Equipment

Management agrees that employees in the Unit will be supplied with equipment required by Management for performance of the job.

Section 3.            Evening and Night Shift Differential

Any employee in the unit who is assigned to a regularly established evening or night shift as defined in Los Angeles County Code, shall receive a per hour bonus of \$0.90 for each hour worked during such shift.

Section 4.            Certificate Bonus//Training Reimbursement

A.    Certification Bonus

Employees in the classifications of Agricultural Inspector I, Agricultural Inspector II and Agricultural Inspector III who possess all five of the Certificates of Eligibility issued by the State of California for Agricultural regulatory work shall receive a four level bonus in addition to the employee's regular rate of pay upon presentation of proof of possession of said certificates.

Employees in the classifications of Agricultural/Weights and Measures Inspector I and Agricultural/Weights and Measures Inspector II who possess all five of the Certificates of Eligibility for Agricultural regulatory work and all three Certificates of Eligibility for Weights and Measures regulatory work issued by the State of California shall receive a four level bonus in addition to the employee's regular rate of pay upon presentation of proof of possession of said certificates.

Employees in the classification of Agricultural/Weights and Measures Inspector III who possess a Deputy Agricultural Commissioner or Deputy Sealer of Weights and Measures license issued by the State of California shall receive a four level bonus in addition to the employee's regular rate of pay upon presentation of proof of possession of said certificates.

B. Training Reimbursement

Employees in the classifications of Agricultural Inspector III (Item 0012), Agricultural/Weights & Measures Inspector I (Item 0007), and Agricultural/Weights & Measures Inspector II (Item 0009) who successfully take and pass the following certification examinations, or their respective subcategory examinations, shall be reimbursed the cost of each such successfully passed examination: Pesticide Regulation; Investigation and Environmental Monitoring; Integrated Pest Management; and Commodity Regulation.

Additionally, the cost for taking and passing the weights and measures license examinations listed below shall be reimbursed to the employees in the aforementioned classifications.

Weight Verification (Full examination) OR -  
Measurement Verification (Full examination)  
Transaction & Product Verification (Full examination)

If, during the term of this Memorandum of Understanding, the State of California changes the certification requirements for agricultural regulatory work, the parties may, at the request of either Management or the Union, re-open negotiations on the terms of this section.

Section 5.            Alternative Work Schedule

Employees may request alternative work schedules such as a nine (9) day - 80 hour two week schedule or a four (4) day - 40 hour week schedule. Management will respond to an employee's request within 15 calendar days. Any changes from existing work schedules will be based on the needs of the service as determined by Management. Employees covered by the Fair Labor Standards Act will not be placed on alternative work schedules that mandate the payment of overtime under the Act.

Section 6.            Standardization Bonus

Effective July 1, 1992, any employee in the bargaining unit assigned the majority of his/her time to the Standardization Division's Central Market facility, who also reports to that facility, and works a majority of his/her time on standardization duties, shall be paid additional compensation at the rate of twelve dollars and fifty cents (\$12.50) per pay period.

The parties have jointly reviewed all assignments and agree that this and only this assignment deserves special monetary recognition.

Section 7.            Shift Separation

If the separation between two proposed shift assignments is less than eight hours, and no emergency situation or employee waiver exists, Management will continue to consider the safety aspects of implementing such proposed shift assignments.

Section 8.            Commercial Truck Driver's License Bonus

Any permanent, full-time Agricultural Weights & Measures Inspector I (Item 0007), Agricultural Weights & Measures Inspector II (Item 0009), or Agricultural Weights & Measures III (Item 0011), whose work assignment in the Weights & Measures Bureau, Scales Division Heavy and/or Medium Capacity, High and/or Medium Flow; or Meters Division Compressed Gas Program requires one or more of the following Driver's License:

- 1) Class A;
- 2) Class B with Haz Mat Endorsement and/or Crane Certification; &
- 3) Class C with Haz Mat Endorsement and/or Crane Certification

Shall receive a bonus of 12 levels, effective October 1, 2018. The bonus payment shall end when the Inspector is reassigned, and a Commercial Truck Driver's License is no longer required, or when the Inspector fails to qualify for the Commercial Truck Driver's License. The bonus shall not constitute a base rate bonus.

Section 9.            Rover Bonus

Any permanent, full-time Agricultural Inspector Aid appointed or assigned at management's discretion as Rovers in the Environmental Protection Bureau- Pest Detection Division shall receive a bonus of 8 levels effective October 1, 2015. This bonus shall end when the Agricultural Inspector Aid is reassigned at management's discretion to a Non-Rover role in the Environmental Protection Bureau- Pest Detection Division.

Section 10.            Call-Back Pay

Whenever an employee is unexpectedly ordered by his/her department head or designee to return to duty because of unanticipated work requirements, such return to duty shall be deemed to be a call-back if the order to return is given to the employee following termination of his/her normal work shift and departure from his/her work location, and such return occurs within 24 hours before the established starting time of the employee's next regular shift.

Compensation for a call-back shall be as follows: For FLSA Covered Employees, as defined by Section 6.15.010(A), who are authorized for paid overtime, there shall be minimum payment equivalent to four hours' pay at the FLSA overtime rate provided in Section 6.15.070(C), unless a different rate of pay is specifically authorized by the Board of Supervisors.

Unless specifically authorized by the Board of Supervisors, an employee who performs multiple call-backs shall not receive compensation for more than one such call if:

- (1) The second call-back or any call-back subsequent to the second call-back occurs within four hours of the initial call-back;
- (2) The affected employee has actually worked less than a total of four hours as a result of such multiple call-backs.

Section 11.            Medium and Heavy Capacity Bonus

Any permanent, full-time Agricultural Weights & Measures Inspector I, II, or III who is assigned to the Scales Division's Medium and Heavy Capacity program, and whose work assignment requires a Crane certification, Hazmat license (requiring a biannual medical exam and susceptible to immediate, unannounced drug testing), operating certified weights ranging from 1000 to 80,000 pounds performing mandatory daily vehicle and equipment inspections shall receive a 2.5% bonus effective October 1, 2018. The bonus shall end when the Inspector is reassigned and no longer in the Scales Division's Medium and Heavy Capacity program.

This bonus shall not constitute a base rate bonus.

Section 12.            Medium and High Flow Bonus

Any permanent, full-time Agricultural Weights & Measures I, II, or III who is assigned to the Meters Division's Medium and High Flow program and whose work assignment requires a Hazmat license (requiring a biannual medical exam and susceptible to immediate, unannounced drug testing), operating provers greater than 5 gallons and up to 5000 gallons shall receive a 2.5% bonus effective October 1, 2018. The bonus shall end when the Inspector is reassigned and no longer in the Meters Division's Medium and High Flow program.

This bonus shall not constitute a base rate bonus.



Section 13.            Compressed Gas Bonus

Any permanent, full-time Agricultural Weights & Measures I, II, or III who is assigned to the Meters Division's Compressed Gas program, and whose work assignment requires a Hazmat license (requiring a biannual medical exam and susceptible to immediate, unannounced drug testing), performing mandatory daily vehicle and equipment inspections shall receive a 2.5% bonus effective October 1, 2018. The bonus shall end when the Inspector is reassigned and no longer in the Meters Division's Compressed Gas program.

This bonus shall not constitute a base rate bonus.

ARTICLE 10            EMPLOYEE BENEFITS AND PAYROLL

The parties agree that the provisions of the Memoranda of Understanding regarding Fringe Benefits, Mileage, parking, Payroll Procedures 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 11      BULLETIN BOARDS

Management will furnish adequate bulletin board space at the work locations indicated below:

- Headquarters
- Produce Market
- Lomita
- South Gate
- Sylmar (Olive View)

And at all Field Stations listed below:

- LAX
- Irwindale
- Yucca Street Warehouse
- Bonelli Park

Such space will be labeled Agricultural / Weights & Measures Inspectors Union, Local 830." These boards shall be used only for the following subjects:

Prior to posting, approved material shall be initialed by an authorized representative of Local 830, AFSCME, and the Agricultural Commissioner or his/her designated representative.

- A. AFSCME, Local 830 recreational, social and related news bulletins;
- B. Scheduled AFSCME, Local 830 meetings;
- C. Information concerning AFSCME, Local 830 elections or the results thereof;
- D. Reports of official business of AFSCME, Local 830 including reports of committees or the Board of Directors; and
- E. Any other written material which first has been approved by the department or district head.

In cases where AFSCME represents more than one representation unit at a work location, the space described above will become the bulletin board space for all employees represented by AFSCME at that work location.

ARTICLE 12            PRODUCTIVITY ENHANCEMENT COMMITTEE

The parties agree that one member of the Department of Agricultural Commissioner Productivity Enhancement Committee shall be filled by members of the Agricultural Weights & Measures Inspectors Employee Representation Unit (821) designated by Local 830, AFSCME. The memberships shall be filled on the effective date and terminate at the close of business on the expiration date of this memorandum of understanding.

## ARTICLE 13        GRIEVANCE PROCEDURE

### Section 1.        Purpose

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

### Section 2.        Definitions

- A. "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 conditions, which complaint has not been resolved satisfactorily in an informal manner between the employee and his/her immediate supervisor.
  
- B. "Business Days" means calendar days exclusive of Saturdays, Sundays, legal holidays and days the Department of Agriculture/Weights and Measures administrative office is not open to the public.

### Section 3.        Responsibilities

- A. Local 830, AFSCME, agrees to encourage an employee to discuss his/her complaint with his/her immediate supervisor, prior to filing a grievance. The immediate supervisor will, upon request of employee, discuss the employee's complaint with him/her at a mutually satisfactory time.

- B. 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.

Section 4.            Waivers and Time Limits

- A. 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.
- B. Any level of review, or any time limits established in this procedure, may be waived or extended by mutual agreement confirmed in writing.
- C. 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.
- D. By mutual agreement, the grievance may revert to a prior level for reconsideration.

Section 5.            Employee Rights and Restrictions

- A.     The employee has the right to representation in the preparation of his/her written grievance, and the right to select any person or organization to represent him/her in formal grievance meetings. The employee is required to be present at all grievance meetings.
  
- B.     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.
  
- C.     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.

Section 6.            The Parties' Rights and Restrictions

- A.     Only a person selected by the employee and made known to Management prior to a scheduled formal grievance meeting shall have the right to represent or advocate as an employee's representative.
  
- B.     If the employee elects to be represented in a formal grievance meeting, the department may designate a Management representative to be present at such meeting.



- C. The certified employee representative of the employee's representation unit has the right to be present at any formal grievance meeting concerning a grievance that directly involves the interpretation or application of the specific terms and provisions of the Memorandum of Understanding. Management shall notify Local 830, AFSCME of any grievance involving the terms and conditions of this Memorandum.
- D. If the certified employee representative elects to attend any formal grievance meeting, he/she must inform departmental Management prior to such meeting. The department may also designate a Management representative to be present at such meeting.

Section 7. Procedure

Step 1. Immediate Supervisor

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

2. Within five business days, the immediate supervisor shall give his/her decision in writing to the employee on the original copy of the grievance.

Step 2. Bureau Chief

1. Within five business days from his/her receipt of the supervisor's written decision and using the returned original copy of the grievance form, the employee may appeal to the Bureau Chief or his/her designated representative. The Bureau Chief shall discuss the grievance with the supervisor concerned and the employee before a decision is reached by him/her.
2. Within five business days from receipt of the grievance, the Bureau Chief shall give a written decision to the employee using the original copy of the grievance.

Step 3. Agricultural Commissioner/Director of Weights & Measures

1. Within five business days from his/her receipt of the decision at Step 2, the employee may appeal to the Agricultural Commissioner/Director of Weights & Measures or his/her designated representative using the original copy of the grievance.
2. Within ten business days from the receipt of the employee's grievance, the Agricultural Commissioner/Director of Weights & Measures or his/her designated representative who has not been involved in the grievance in prior levels shall make a thorough review of the grievance, meet with the parties involved and give a written decision to the employee.

3. If the Agricultural Commissioner/Director of Weights & Measures or his/her designated representative fails to give a decision within the specified time limit, the Union shall have the option of referring a grievance alleging a violation of the negotiated agreement between the parties to arbitration.
4. On matters that do not directly concern or involve the interpretation or application of the specific terms and provisions of the Memorandum of Understanding, the written decision of the Agricultural Commissioner/Director of Weights & Measures or his/her designated representative shall be final.

Section 8.            Arbitration

- A. Within ten days from the receipt of the written decision of the Agricultural Commissioner/Director of Weights & Measures or his/her designated representative Local 830; AFSCME may request that the grievance be submitted to arbitration as provided for hereinafter.
- B. 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:

1. 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.
2. 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 the Commission has established procedures or processes by which employees or employee organization may appeal to, or request review by, said Civil Service Commission, including, but not limited to, discharges, reduction, and discrimination; nor
3. The interpretation, application, merits or legality of the rules or regulations of the Agricultural Commissioner/Director of Weights & Measures, Chief Administrative Office or any other County department, agency, or commission, unless the arbitrator, in his/her discretion, finds it necessary to interpret or apply such rules or regulations in order to resolve the grievance which has been submitted to the arbitrator.
4. 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.

- C. In the event the Union desires to request that a grievance, which meets the requirement of Paragraph B hereof, be submitted to arbitration, it shall within the time requirements set forth above send a written request to County's Employee Relations Commission, with a copy thereof simultaneously transmitted to County's Chief Executive Officer and to the County Agricultural Commissioner/ Director of Weights and Measures or officer affected, which written request shall:
1. Set forth the specific issue or issues still unresolved through the grievance procedure and which are to be submitted to arbitration; and
  2. Request that said Employee Relations Commission, pursuant to its applicable Rules and Regulation, appoint an arbitrator for the purpose of conducting arbitration concerning such grievance as provided for herein.
- D. 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.

- E. Prior to a hearing by an arbitrator, a representative of the County and the Union shall meet and prepare a submission statement setting forth the issue(s) to be determined which shall be submitted to the arbitrator. In the event the County and the Union cannot jointly agree on a submission statement, then at the hearing, each party shall present to the arbitrator its own submission statement in which case the arbitrator shall determine the issue(s) to be resolved.
- F. 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.
- G. 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 award shall be binding upon the County. If within 60 days of receiving notice of decision and award requiring legislative action by the Board of Supervisors, such legislative action is not taken, the arbitrator's decision and award shall have no force or effect whatsoever. The

Union may then resort to a court of competent jurisdiction to pursue whatever other legal remedies are available to it under the provisions of this Memorandum of Understanding.

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

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

ARTICLE 14            GRIEVANCES - GENERAL IN CHARACTER

In order to provide an effective mechanism whereby disagreements between AFSCME, Local 830, 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 AFSCME, Local 830, has reason to believe that Management is not correctly interpreting or applying any of the provisions of this Memorandum of Understanding, AFSCME, Local 830 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 Executive Officer. Such written request shall set forth in detail the facts giving rise to the request for the meeting and shall set forth the proposed resolution sought.

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



- B. Within ten (10) business days of such meeting, and in the event the matter is not satisfactorily resolved. Local 830, AFSCME 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 Executive Officer or his/her 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 the Arbitration, Section 8 of Article 13 Grievance Procedure, the disagreement may be submitted to arbitration in accordance with the provisions of Section 8 that Article 13 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 13 of this Memorandum of Understanding. Instead, this Article is intended to provide a procedure to resolve disagreements affecting the rights of the parties or disagreements arising from the application of the terms of this Memorandum of Understanding affecting the working conditions of a significantly large number of employees in the Unit, as distinguished from the right of individual employees.

Accordingly, the parties agree that the procedures set forth herein shall not be implemented where the dispute or complaint involved is or could be effectively brought by an employee or employees, and otherwise processed through the grievance procedures set forth in Article 13.

ARTICLE 15            EXPEDITED ARBITRATION

1. This is an alternate to the procedure set forth in Section 8, Arbitration, of Article 13, Grievance Procedure, and will only be utilized upon mutual written agreement of the parties.
  
2. A joint submission statement setting forth the issue(s) to be determined will be prepared prior to the hearing by an arbitrator. If the parties cannot agree to a submission statement, the expedited arbitration procedure will not be utilized.
  
3. Only those grievances which directly concern or involve the interpretation or application of the specific terms and provisions of this Memorandum of Understanding may be submitted to arbitration hereunder. In no event shall such arbitration extend to:
  - A. The interpretation, application, merits or legality of any state or local law or ordinance, including specifically all ordinances adopted by County's Board of Supervisors; unless the arbitrator, in his/her discretion, finds it necessary to interpret or apply such state or local law in order to resolve the grievance which has been submitted to the arbitrator.

- B. The interpretation, application, merits, or legality of any or all of the County of Los Angeles Civil Service Rules, nor matters under the jurisdiction of the Civil Service Commission for which said Commission has established procedures or processes by which employees or employee organizations may appeal to, or request review by, said Civil Service Commission, including, but not limited to, discharges, reductions, and discrimination; nor
  - C. The interpretation, application, merits or legality of the rules or regulations of the department head, the Chief Administrative Office, or any other County department, agency, or commission, unless the arbitrator, in his/her discretion, finds it necessary to interpret or apply such rules or regulations in order to resolve the grievance which has been submitted to the arbitrator.
4. 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 10 working days of his/her selection and may hear multiple cases during the course of the day. However, six (6) hours of hearings will constitute one day.
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
- Non-Discrimination
- Implementation
- Term
- Renegotiation
- Safety and Health
- Payroll Deductions and Dues
- Leave of Absence for Union Business
- Authorized Agents
- Provisions of Law

ARTICLE 16            STEWARDS AND UNION OFFICERS

It is agreed and understood by the parties of the Memorandum of Understanding that there shall not be more than seven (7) stewards within the representation unit as herein defined. Local 830, AFSCME shall give to the Agricultural Commissioner/Director of Weights & Measures of the County of Los Angeles a written list of the names of employees selected as stewards, which list shall be kept current by Local 830, AFSCME. Only those employees designated as authorized stewards will be recognized by the department.

Local 830, AFSCME, agrees, whenever investigation of 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. Local 830, 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 steward 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 steward's request, unless otherwise mutually agreed.

Prior to entering other work locations, a steward 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 steward will be informed when the employee will be made available.

Local 830, AFSCME agrees that a steward shall not log compensatory or premium pay time for the time spent performing any function of a steward. The steward shall perform the aforementioned duties without loss of pay.



ARTICLE 17            WORK ACCESS

Authorized Local 830, AFSCME representatives may be given access to work locations during working hours to conduct grievance investigations and observe working conditions.

Local 830, AFSCME representatives desiring access to a work location hereunder shall state the purpose of his/her visit and request the Agricultural Commissioner/Director of Weights & Measures' authorization at least twenty-four (24) hours before the intended visit unless the parties mutually agree to waive notice.

Local 830, AFSCME shall give the Agricultural Commissioner/Director of Weights & Measures a written list of all authorized representatives which list shall be kept current by the Union. Access to work locations will only be granted to representatives on the current list.

ARTICLE 18            EMPLOYEE PAYCHECK ERRORS

A.    Underpayments

1.    If an underpayment of 10% of base monthly pay (5% of base monthly pay if paid twice a month) or \$100, whichever is least, occurs in an employee's paycheck, a paycheck correction may be requested. Such request must be made to the appointing authority within two business days after receipt of the warrant. Otherwise, the correction shall be made in the next regularly issued warrant.
  
2.    The Auditor-Controller will issue a corrected or supplemental warrant within three working days after receiving the request from the appointing authority.
  
3.    Changes in salary resulting from step advances or changes in status are excluded from amounts which constitute paycheck errors for purposes of this Article.

B.    Overpayments

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

ARTICLE 19      PERSONNEL FILES

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

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

If the employee refuses to sign, the supervisor shall note his/her refusal on the copy to be filed along with the supervisor's signature and the signature of a witness to the employee's refusal to sign.

The employee may file a grievance regarding any such document within the prescribed time limits of the grievance procedure. If the employee fails to file a grievance within the designated time limits, the document becomes part of the official file.

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

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

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

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.

Employees may review their personnel files while on work time.

ARTICLE 20            PAYROLL DEDUCTIONS AND DUESSection 1.            Deductions and Dues

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

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

Section 2.            Security Clause

Any employee in the unit who has 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. Any employee in the unit may terminate such Union dues deductions during the period December 16 through December 30, in each year of this MOU 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 employee's name, employee number, job classification, department name and name of Union from which dues deductions are to be canceled.

Section 3.            Agency Shop Election

If, at any time during the term of this Memorandum of Understanding, 30 percent of the employees represented by this Bargaining Unit sign a petition to request an agency shop agreement, the Union shall have the right to conduct a secret ballot election at any time during the term of 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 be responsible for the cost of the election.

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

If a majority of the employees in the Bargaining Unit, who vote, do not vote in favor of agency shop, the MOU provisions of 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-labor, non-religious charitable fund exempt from taxation under Section 501(c)(3) of the Internal Revenue Service Code.

B.    Religious Objections

An employee, who is a member of a bona fide religion, body, or sect which has historically held conscientious objections to joining or financially supporting public employee organizations, shall not be required to join or financially support the Union. Such employee shall in lieu of periodic dues or Fair Share dues, pay sums equal to Agency Shop Fees to a non-religious, non-labor charitable fund exempt from taxation under Section 501(c)(3) of the Internal Revenue Code. Such funds shall be paid through payroll deductions 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 fee payers to meaningfully challenge the propriety of the use of agency fees as provided in Chicago Teachers Union, Local No. 1, AFL-CIO et al. v. Hudson, 106 S. Ct. 1066 (1986). Such notice and procedure shall be provided to non-member agency 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, 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. 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. Employee Lists

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 830 with a monthly list of employees in the Bargaining Unit. The employee list shall contain the name, home address, home telephone number (if available), 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.

AFSCME Local 830 shall be entitled to a list of employees in this bargaining unit once per quarter. The list will include name, job title, department, work location, work, home, and personal cellular telephone numbers, personal email addresses on file with the employer, and home address of any employee newly hired or promoted into the unit within 30 days of the date of hire/promotion or by the first pay period of the month following hire/promotion.

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.

ARTICLE 21      SAFETYSection 1.

It is the duty of Management to make every reasonable effort to provide and maintain a safe place of employment. Management agrees to assign a Safety manual to each member of the bargaining unit. Said manual to remain in the Inspector's possession for the term of his/her employment as an Inspector. Local 830, AFSCME, will cooperate by encouraging all employees to perform their work in a safe manner. It is the duty of all employees in the course of performing their regularly assigned duties to be alert to unsafe practices, equipment, and conditions and to report any such unsafe practices, or conditions to their immediate supervisors. If such condition cannot be satisfactorily remedied by the immediate supervisor, the employee has the right to submit the matter in writing either personally or through his/her steward to the departmental safety officer.

On any matter of safety that is not resolved by the safety officer within a reasonable period of time, the steward may confer with the safety officer who will respond in writing.

If the steward is not satisfied with the response of the safety officer, a Local 830/AFSCME agent may consult with the Chief of the Workers' Compensation and Occupational Health Branch of the Chief Administrative Office or his/her designate. A representative of such branch shall investigate the matter and advise the department head and Local 830, AFSCME of his/her findings, and recommendations, if any.

A copy of the minutes for any Safety committee meeting will be made available to an authorized, designated Local 830 Steward upon request, excluding matters of a personal or confidential nature regarding an individual. Local 830 agrees that all other matters contained in said minutes shall be treated in a confidential manner by the Steward designated to receive them.

Section 2.            How Am I Driving Complaints

An employee in this bargaining unit may request to have How Am I Driving Complaints more than two (2) years old removed, at Management's discretion, from his/her Employee Accident File (EAF) Upon receiving said requests, Management shall review the request and assess whether removal is appropriate. The Managerial assessment shall entail a review of the employee's EAF covering the period of time from when the complaint was originally placed in the EAF up to and including the date the request for removal by the employee was filed with Management. The Department shall provide the employee with a written response regarding requests for removals that are granted or denied.

ARTICLE 22      CHANGE OF ASSIGNMENT

Permanent full-time employees in the unit who received at least a competent rating on their last performance evaluation may submit a written request for a new assignment to their department's human resource office.

Requests filed hereunder shall be valid for the period of this Memorandum of Understanding or for one (1) year from the date of filing, whichever comes earlier, and must be renewed prior to the anniversary date of the original request if the employee still desires to be considered for a new assignment beyond that date.

Management may, at its discretion, deny an employee's request for reassignment, where said employee has been reassigned in accordance with the procedure contained hereunder within a twelve (12) month period.

When Management decides to fill a vacancy by assigning a current employee to such vacancy, Management shall review the requests for new assignments currently on file. Management will then select one of the three (3) most senior employees who has the qualifications, skill and ability to competently perform the requirements of the vacancy without additional training. The vacated position of the newly assigned employee shall be filled according to this procedure. Thereafter, vacancies shall be filled at the discretion of Management.

It is understood that this Article does not modify Management's right to promote an employee whenever a vacancy occurs.

For the purposes of this Article, seniority shall be defined as the total amount of continuous service within the Department.

During emergencies or when vacancies occur as a result of opening new facilities, the provisions of this Article shall not apply.

ARTICLE 23            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 for each 30 calendar days the employee performs an out-of-class assignment, subject to the conditions described below. This bonus shall not be prorated.

Section 2.            Conditions

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

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

return the employee to an assignment in his/her/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 for each 30 calendar days, from the date of request for relief; he/she performs the out-of-class assignment.

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

### Section 3.            Special Provisions

- A.     Nothing herein shall be construed to limit the authority of management to make temporary assignments to different or additional locations, shifts or work duties for the purpose of meeting emergency situations over which the department has no control. However, such assignment shall not extend beyond the period of such emergency.
  
- B.     Nothing in this article shall be construed as limiting management's authority to make temporary incidental assignments on higher rated classifications work, or to assign employees out-of-class for the purpose of training without any additional compensation for the duration of such training. Written confirmation of such assignment will be placed in the employee's personnel file upon request of the employee.



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

ARTICLE 24            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.            Notice Provisions for Layoffs and Demotions

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

ARTICLE 25            CONTRACTING OUT AND TRANSFER OF FUNCTIONS

In the event that 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 26            LEAVE OF ABSENCE

Section 1.            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.

Section 2.            Educational Leave

Subject to the staffing needs of the department, educational leaves will be granted to permanent employees upon presentation of a plan for schooling designed to improve the employee's value to the County, and evidence of acceptance by an accredited college or university.

Section 3.            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 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 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. Additionally, the employee may use accrued vacation, holiday or compensatory time when on an authorized pregnancy leave of absence during such period of disability.

Section 4.            Jury Duty and Witness Leave

During the time an employee is actually reporting to the Court for jury duty and following receipt of "Certificate of Jury Service" (Jury Form 4), the department head or his/her designate will convert the employee's usual shift to a regular five-day, Monday through Friday, day-shift basis.

Any person holding a permanent position ordered to serve on a jury shall be entitled to his/her regular pay provided he deposits his/her fees for service, other than mileage, with the County Treasurer.

Whenever any full-time permanent employee is required to be absent from work by a proper subpoena, issued by a court or commission legally empowered to subpoena witnesses, which compels his/her presence as a witness, unless he is a party or an expert witness, he shall be allowed the time necessary to be absent from work at his/her regular pay to comply with such subpoena, provided he/she deposits any witness fees, except mileage, with the County Treasurer.

Section 5.            Family Leave

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

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

- B.     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.

- C.     Absences incurred for a Family Leave qualifying reason may not be used for purposes of placing or keeping an employee on certified time or cited or referenced in any Performance Evaluation or Appraisal of Promotability.

Employees on certified time with FMLA qualifying absences shall not be required to provide medical certifications for those FMLA absences above and beyond the medical certification requirements in the county Family Leave Policy.

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



ARTICLE 27      OBLIGATION TO SUPPORT

The parties agree that subsequent to the execution of this Memorandum of Understanding and during the period of time said Memorandum is pending before the Board of Supervisors for action, neither Local 830, AFSCME 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 28            FULL UNDERSTANDING, MODIFICATIONS, 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 procedures affecting the employees in the unit. Where Management finds it necessary to make such change, it shall notify Local 830, AFSCME 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 Local 830, AFSCME of changes resulting from emergent or legal requirements as soon as practicable. Local 830, AFSCME shall notify Management within five 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 Local 830, AFSCME to request consultation, pursuant to this paragraph, 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 29            STRIKES AND LOCKOUTS

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

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

ARTICLE 30      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, ordinances 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 local law or regulations, or is otherwise held to be invalid or unenforceable by any tribunal of competent jurisdiction, such part or provision shall be suspended and superseded by such applicable law or regulations, and the remainder of this Memorandum of Understanding shall not be affected thereby.

ARTICLE 31            MANAGEMENTS RIGHTS

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

ARTICLE 32      PRODUCTIVITY/WELLNESS

Should Management wish to develop wellness programs in accordance with the Fringe Benefits MOU, participation by employees shall be strictly voluntary, with no financial or other penalty resulting to employees who do not participate. Management shall also include provisions in any such program for handicapped employees.

ARTICLE 33      TRAINING

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

Considering the operational needs of the Department and the development needs of the employees, Management will distribute, as equitably as possible among all employees in the same job assignment, paid County time to attend conferences, workshop, seminars, or symposiums, when and if Management provides paid County time to any such employees in such assignment.

The Department Head, or whomever he delegates, will determine the need, kind, amount and timeliness of training to be provided to Unit members, and which of these persons will attend approved training programs.



ARTICLE 34      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 Executive Officer or his/her duly authorized representative (Address: 222 North Grand Avenue, Los Angeles, California 90012; Telephone: (213) 974-4029), except where a particular Management representative is specifically designated in connection with the performance of a specific function or obligation set forth herein.
  
- B. Local 830's principal agent shall be its President or his duly authorized representative. (Address: 514 Shatto Place, 3<sup>rd</sup> Floor, Los Angeles, CA 90020, Telephone (213) 487-9887.)

ARTICLE 35            ASSIGNMENT OF ADDITIONAL RESPONSIBILITIES

Any permanent, full-time employee shall be entitled to additional compensation equivalent to two standard salary schedules for the performance of additional responsibilities of a higher level which are assigned or approved by the Department Head or designated Management representative and approved by the Chief Administrative Office.

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

To qualify for this additional compensation, a full-time, permanent employee must either perform significant duties of a higher level class or be assigned a special project or assignment which requires the performance of additional duties and carries additional responsibilities beyond those typically assigned to the employee's class. The assignment of additional duties normally performed by incumbents of the employee's class shall not qualify for this additional compensation.

This additional compensation shall begin on the first day the additional responsibilities are assigned by Management and performed by the employee and shall end on the day the additional responsibilities are no longer performed. Management shall notify the employee of the termination of any assignment for which he or she qualifies for the additional responsibilities bonus.

In no event shall an employee receive compensation pursuant to this Section and receive the out-of-class bonus pursuant to Article 23 for the same assignment.

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

ARTICLE 36GRIEVANCE MEDIATION

1. This procedure is an alternate dispute resolution and does not supersede the provisions of Article 13, Grievance Procedure.
2. Only those grievances which meet the requirements for submission to arbitration pursuant to Article 13, Section 8, can be submitted to grievance mediation. Both AFSCME Local 830 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 AFSCME Local 830 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, AFSCME Local 830, 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 merits of the dispute, and how an arbitrator may likely decide the grievance.
7. All mediation sessions shall be confidential. The content of the mediation proceedings including, but not limited to, settlement proposals or any concessions agreed to or offered during mediation shall not be admissible in an arbitration of this grievance or any other similar dispute.
8. The parties agree that the provisions of this Article shall not be subject to arbitration.

ARTICLE 37            BU 821 JOINT LABOR-MANAGEMENT COMMITTEE

The parties agree to establish a Joint Labor-Management Committee to consult on issues of mutual concern specifically pertaining to unit members in accordance with Employee Relations Ordinance 5.04.090.

The Committee shall be limited to a total of eight (8) members, unless the parties mutually agree otherwise. Four (4) members shall be appointed by Management and a total of four (4) unit members appointed by the Union shall make up the committee.

During the term of this MOU, the Joint Labor-Management Committee shall meet every two months, upon request of either party, at mutually agreeable times and locations and shall commence within thirty (30) days of the ratification of the contract. If the meeting must be cancelled or postponed by either party, every effort will be made to immediately reschedule the meeting to a date and time agreeable to both parties.

Both the Union and Management must mutually agree to the scheduling of any committee meeting which is not a regularly scheduled quarterly meeting.

Meetings shall be on County time for employees who are scheduled to work on scheduled meeting dates. Employees not scheduled to work on scheduled meeting dates shall not be compensated but may attend scheduled meetings.

The parties agree that the Committee may make advisory recommendations to Management for consideration. The parties further agree that the provisions of this Article shall not be subject to any appeal of administrative review including Grievances or Arbitration.

ARTICLE 38      CONSULT

Upon request, County Management agrees to meet with representatives of AFSCME Local 830 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 prior to effecting basic changes in any rule or procedures affecting employee relations. Every reasonable effort shall be made to have such consultation prior to effecting basic changes in any rule or procedure affecting employee relations.



ARTICLE 39      EMPLOYEE LISTSection 1.

The master list is a list of the names and payroll locations of all employees in the classifications comprising this unit as listed in Article 7, Salaries. Such master list may be furnished by management when requested by Local 830 no more than four (4) times a year. Local 830 is entitled to one list at no charge each year of the agreement. Local 830 shall pay to the County \$100.00 for each additional master list furnished by the County. Such payment shall be due and payable within 30 days from the date of billing.

Within 30 days from the effective date of this Memorandum of Understanding, Management shall provide Local 830 with the first master list without charge. Upon Local 830's request, the County will provide the master list in computer tape format following Local 830's payment to the County of an initial \$500.00 programming fee.

Section 2.

Management will supply to employees newly hired or transferred into the Unit a package supplied by AFSCME Local 830 which will advise such employees that AFSCME Local 830 is the certified majority representative of the Unit.

ARTICLE 40            NEW EMPLOYEE ORIENTATION

Union rights to one-on-one meeting on employer time: The Union shall be allowed to conduct a meeting to orient, educate, and update each new employee in the unit covered by this MOU for thirty 30 minutes for each year covered by the term of the Agreement. Such meeting shall be for the purpose of informing employees of union membership programs and their rights and obligations under the Agreement and shall be conducted during the employee's scheduled work time and at a work location to be mutually agreed upon between the Department and Union.

The Union shall be provided with the names of all employees new to the unit and his/her duty location, within 30 days of hire or by the first pay period of the month following hire.

ARTICLE 41      UNIFORMS

Nothing herein shall be construed to modify in any manner the uniform policy or standards in the Department of Agricultural Commissioner/Weights and Measures nor shall anything herein be construed as a waiver of Management's rights to establish, change or otherwise modify uniform standards and dress codes.

Section 1.      Uniforms

A. The parties agree that each employee in the Unit, with the exception of those covered by Subsection D below required by Management to wear a uniform, shall have issued by the County at no cost to the employee one set of properly and professionally fitted working uniforms as prescribed by Management consisting of:

- One Protective Cap (selected from two options)
- Five Shirts
- Five Trousers (two pairs of uniform shorts, issued by the uniform vendor and approved by Management, may be substituted for two pairs of trousers)
- One heavy jacket with liner
- One Tie to be worn for special events only.
- One Sweater

- B. Management agrees to use its best efforts to replace those uniform articles which become unserviceable due to damage or extreme wear within a reasonable time not to exceed ninety (90) days of the employee's request.
- C. Employees of this bargaining unit shall be permitted to purchase class "A" shirts from the vendor, in lieu of class "B", by paying the difference between the County's price for a class "B" shirt and the County price for a class "A" shirt. Employees of this bargaining unit shall be permitted to purchase one heavy jacket with liner from the vendor, in lieu of one light jacket with liner, by paying the difference between the County's price for a light jacket with liner and the County's price for the heavy jacket with liner.

Agricultural/Weights and Measures Inspectors assigned to the Meters Division may substitute up to four coveralls in lieu of the Class B uniforms.

Agricultural/Weights and Measures Inspectors assigned to the dog detector team may substitute up to four cargo pants in lieu of the Class B uniform trousers.

D. Those Agricultural Inspector Aids required by Management to wear a uniform shall have issued by the County at no cost to the employee one set of properly and professionally fitted working uniforms as prescribed by Management consisting of:

- One Protective Cap (selected from two options)
- Five Shirts
- Five Trousers (two pairs of uniform shorts, issued by the uniform vendor and approved by Management, may be substituted for two pairs of trousers)
- One heavy jacket with liner

To be issued after the Agricultural Inspector Aid has completed six months of service. Management agrees to replace those uniform articles which become unserviceable due to damage or extreme wear.

ARTICLE 42            POSITION CLASSIFICATION STUDY

Section 1.            Definition and Authority

For the purpose of this article, a classification study is a study by the Chief Executive Office of the duties and responsibilities assigned to a position in order to determine whether the position is properly classified.

Section 2.            Intent

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

Section 3.            Procedures

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

Section 4.            Acknowledgment and Follow Up Reports

Management agrees that all employee initiated classification study requests shall be promptly acknowledged. Further, the department will inform the employee, and the Union may request a status report on the estimated completion date of the study. The departmental Management will keep the employee informed of study progress and forward written objections from the employee to the Chief Executive Office.


Nothing in this paragraph shall limit Management's authority to classify or reclassify County positions pursuant to Civil Service Rule 5, Classification.

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.

AMERICAN FEDERATION OF  
STATE, COUNTY AND MUNICIPAL  
EMPLOYEES, COUNCIL 36

COUNTY OF LOS ANGELES  
AUTHORIZED MANAGEMENT  
REPRESENTATIVES

By   
EXECUTIVE DIRECTOR  
AFSCME Council 36

By   
SACHI A. HAMAI  
Chief Executive Officer

By   
OLIVER MAGSINO  
Chief Negotiator

TO BE JOINTLY SUBMITTED TO COUNTY'S BOARD OF SUPERVISORS



## **ANALYSIS**

This ordinance amends Title 6 – Salaries of the Los Angeles County Code relating to salary changes by:

- Amending Section 6.10.020 to adjust the night and evening differential rates for certain non-represented Pharmacists;
- Adding Section 6.10.025 to provide for weekend differential rates for certain non-represented Pharmacists;
- Amending Section 6.10.105 to establish a Supervisory POST bonus for certain non-represented employees of the Sheriff and District Attorney;
- Amending Section 6.15.070 to adjust a Compensatory Time Off payment provision for certain non-represented employees;
- Amending Section 6.28.050 to adjust salaries of certain non-represented classifications for internal equity purposes;
- Amending Section 6.28.050-25 to correct a salary note related to the Nurses Pay Plan;
- Amending Section 6.50.021 to delete and replace tables to update the Chief Executive Office performance-based pay plan; and

- Amending Section 6.78.350 to establish a bonus rate for certain non-represented Pharmacists assigned to a County detention or correctional facility.

MARY C. WICKHAM  
County Counsel

By:   
RICHARD D. BLOOM  
Principal Deputy County Counsel  
Labor & Employment Division

RDB:bd

Requested: 02/04/2019  
Revised: 02/14/2019

**ORDINANCE NO. \_\_\_\_\_**

An ordinance amending Title 6 – Salaries of the Los Angeles County Code relating to salary changes.

The Board of Supervisors of the County of Los Angeles ordains as follows:

**SECTION 1.** Section 6.10.020 (Night Service Bonus Rates) is hereby amended to read as follows:

...

C. In lieu of the bonus provided in subsection B above, an hourly bonus in the amount provided herein shall be paid to any employee employed in a position in one of the indicated classifications or series of classifications for each hour he works during an evening or night shift.

A \$2.85-per-hour bonus for the following classes, effective 11/15/2018:

<b>Item No.</b>	<b>Title</b>
5508	Intern Pharmacist
5516	Pharmacy Supervisor I
5517	Pharmacy Supervisor II

...

**SECTION 2.** Section 6.10.025 is hereby added to read as follows:

**6.10.025 Weekend Service Bonus**

A. For the purposes of this section only, a "weekend shift" is a regularly established work shift at least five-eighths of which falls between the hours of 7:00 p.m. on Friday and 7:00 a.m. on Monday.

B. Effective November 15, 2018, a \$2.25 per hour bonus shall be paid for each hour worked during a weekend shift for the following classes:

<u>Item No.</u>	<u>Title</u>
<u>5508</u>	<u>Intern Pharmacist</u>
<u>5516</u>	<u>Pharmacy Supervisor I</u>
<u>5517</u>	<u>Pharmacy Supervisor II</u>

**SECTION 3.** Section 6.10.105 (POST Bonus) is hereby amended to read as follows:

...

D. In addition to the compensation provided for in Section 6.28.050, any person who is employed in one of the following positions who possesses a POST Supervisory Certificate shall qualify for a Supervisory Bonus and shall receive a three and one-half percent (3½%) bonus applied to their base salary upon verification, provided that the person has met all of the following conditions:

1. Possesses or is eligible to possess a Post Intermediate Certificate;

2. Possesses a minimum of 2-years law enforcement experience as a permanent first-level supervisor or higher with the County of Los Angeles;
3. Successfully completed a Post certified 80-hour Supervisory Course on various topics, including but not limited to: accountability, ethical decision making, leadership styles, and conflict management; and
4. Completed a minimum of 60 semester units, an accredited degree (AA, BA, MA), or 1000 POST certified training hours.

<u>Item No.</u>	<u>Title</u>
<u>2721</u>	<u>Captain</u>
<u>2723</u>	<u>Commander</u>
<u>2896</u>	<u>Captain, DA</u>
<u>9968</u>	<u>Division Chief, Sheriff (UC)</u>
<u>9970</u>	<u>Undersheriff (UC)</u>
<u>9977</u>	<u>Detective (UC)</u>
<u>9978</u>	<u>Detective (UC)</u>
<u>9979</u>	<u>Detective (UC)</u>
<u>9980</u>	<u>Detective (UC)</u>

~~D-E.~~ The rates established by this section constitute a base rate.

**SECTION 4.** Section 6.15.070 (FLSA Overtime Pay and FLSA Time and One-half Compensatory Time Off) is hereby amended to read as follows:

...

D. FLSA Time and One-Half Compensatory Time Off.

1. Nonrepresented Covered Employees who enter into an agreement with the appointing authority prior to working assigned FLSA Overtime may elect to:

...

c. Accumulate FLSA compensatory time off, in lieu of FLSA Overtime pay, at the rate of one hour for each hour of FLSA Overtime worked and receive pay for the remaining half-hour at the employee's FLSA regular hourly rate in effect as of the date of payment.

e.d. The amount of FLSA compensatory time off accumulated by an employee shall not exceed the number of hours established in advance by the chief administrative officer for fiscal purposes.

...

**SECTION 5.** Section 6.28.050 (Tables of Classes of Positions with Salary Schedule and Level) is hereby amended to read as follows:

ITEM NO.	TITLE	EFFECTIVE DATE	SALARY OR SALARY SCHEDULE AND LEVEL	
...				
2766	AUDIO SPECIALIST,DISTRICT ATTORNEY	04/01/2018	108E	
		<del>10/01/2018</del>	<del>109B</del>	
		<del>10/01/2019</del>	<del>110A</del>	
		<del>10/01/2020</del>	<del>110L</del>	
		<u>10/01/2018</u>	<u>109F</u>	
		<u>10/01/2019</u>	<u>110E</u>	
		<u>10/01/2020</u>	<u>111D</u>	
4337	CRIMINALISTICS RESEARCH CONSULTANT	04/01/2018	108C	
		<del>10/01/2018</del>	<del>108L</del>	
		<del>10/01/2019</del>	<del>109K</del>	
		<del>10/01/2020</del>	<del>110J</del>	
		<u>10/01/2018</u>	<u>109D</u>	
		<u>10/01/2019</u>	<u>110C</u>	
		<u>10/01/2020</u>	<u>111B</u>	
2752	FORENSIC DOCUMENTS EXAMINER	04/01/2018	108E	
		<del>10/01/2018</del>	<del>109B</del>	
		<del>10/01/2019</del>	<del>110A</del>	
		<del>10/01/2020</del>	<del>110L</del>	
		<u>10/01/2018</u>	<u>109F</u>	
		<u>10/01/2019</u>	<u>110E</u>	
		<u>10/01/2020</u>	<u>111D</u>	
2705	MATRON	04/01/2018	FH	23.53
		<del>10/01/2018</del>	<del>FH</del>	<del>24.00</del>
		<del>10/01/2019</del>	<del>FH</del>	<del>24.60</del>
		<del>10/01/2020</del>	<del>FH</del>	<del>25.22</del>
		<u>10/01/2018</u>	<u>FH</u>	<u>24.24</u>
		<u>10/01/2019</u>	<u>FH</u>	<u>24.85</u>
		<u>10/01/2020</u>	<u>FH</u>	<u>25.47</u>
5048	PHYSICIAN ASST,EMERG CARE TRAINEE	04/01/2018	F	7091.47
		<del>10/01/2018</del>	<del>F</del>	<del>7233.30</del>
		<del>10/01/2019</del>	<del>F</del>	<del>7414.13</del>
		<del>10/01/2020</del>	<del>F</del>	<del>7599.48</del>
		<u>10/01/2018</u>	<u>F</u>	<u>8297.02</u>
		<u>10/01/2019</u>	<u>F</u>	<u>8504.45</u>
		<u>10/01/2020</u>	<u>F</u>	<u>8717.06</u>

5049	PHYSICIAN ASST, HOURLY PER DIEM	04/01/2018	FH	56.52
		<del>10/01/2018</del>	<del>FH</del>	<del>57.65</del>
		<del>10/01/2019</del>	<del>FH</del>	<del>59.09</del>
		<del>10/01/2020</del>	<del>FH</del>	<del>60.57</del>
		<u>10/01/2018</u>	<u>FH</u>	<u>66.13</u>
		<u>10/01/2019</u>	<u>FH</u>	<u>67.78</u>
		<u>10/01/2020</u>	<u>FH</u>	<u>69.47</u>
4340	SUPERVISING CRIMINALIST I	04/01/2018	109E	
		<del>10/01/2018</del>	<del>110B</del>	
		<del>10/01/2019</del>	<del>111A</del>	
		<del>10/01/2020</del>	<del>111L</del>	
		<u>10/01/2018</u>	<u>110F</u>	
		<u>10/01/2019</u>	<u>111E</u>	
		<u>10/01/2020</u>	<u>112D</u>	
4344	SUPERVISING CRIMINALIST II	04/01/2018	111E	
		<del>10/01/2018</del>	<del>112B</del>	
		<del>10/01/2019</del>	<del>113A</del>	
		<del>10/01/2020</del>	<del>113L</del>	
		<u>10/01/2018</u>	<u>112F</u>	
		<u>10/01/2019</u>	<u>113E</u>	
		<u>10/01/2020</u>	<u>114D</u>	
4339	SUPERVISING CRIMINALIST, SHERIFF	04/01/2018	109E	
		<del>10/01/2018</del>	<del>110B</del>	
		<del>10/01/2019</del>	<del>111A</del>	
		<del>10/01/2020</del>	<del>111L</del>	
		<u>10/01/2018</u>	<u>110F</u>	
		<u>10/01/2019</u>	<u>111E</u>	
		<u>10/01/2020</u>	<u>112D</u>	
4335	SUPVIG FORENSIC IDENTIFICATION SPEC	04/01/2018	NV	102E
		<del>10/01/2018</del>	<del>NV</del>	<del>103B</del>
		<del>10/01/2019</del>	<del>NV</del>	<del>104A</del>
		<del>10/01/2020</del>	<del>NV</del>	<del>104L</del>
		<u>10/01/2018</u>	<u>NV</u>	<u>103B</u>
		<u>10/01/2019</u>	<u>NV</u>	<u>104A</u>
		<u>10/01/2020</u>	<u>NV</u>	<u>104L</u>
5174	SUPERVISING NURSE ANESTHETIST	04/01/2018	N41	RN24
		10/01/2018	N41	RN24
		<del>10/01/2019</del>	<del>N41</del>	<del>RN24</del>
		<del>10/01/2020</del>	<del>N41</del>	<del>RN24</del>
		<u>11/15/2018</u>	<u>N41</u>	<u>RN29</u>
		<u>10/01/2019</u>	<u>N41</u>	<u>RN29</u>
		<u>10/01/2020</u>	<u>N41</u>	<u>RN29</u>

...



**SECTION 6.** Section 6.28.050 (Tables of Classes of Positions with Salary

Schedule and Level) is hereby amended to read as follows:

ITEM NO.	TITLE	EFFECTIVE DATE	SALARY OR SALARY SCHEDULE AND LEVEL	
...				
5174	SUPERVISING NURSE ANESTHETIST	04/01/2018	N41	RN24
		10/01/2018	N41	RN24
		<del>10/01/2019</del>	<del>N41</del>	<del>RN24</del>
		<del>10/01/2020</del>	<del>N41</del>	<del>RN24</del>
		<u>11/15/2018</u>	<u>N41</u>	<u>RN29</u>
		<u>10/01/2019</u>	<u>N41</u>	<u>RN29</u>
		<u>10/01/2020</u>	<u>N41</u>	<u>RN29</u>

...

**SECTION 7.** Section 6.28.050-25 (Notes to Section 6.28.050) is hereby amended to read as follows:

...

NOTE 21. Notwithstanding any other provision of this Title 6, the pay rates of persons employed in these positions shall be in accordance with the ~~Registered Nursing Schedule in Section 6.26.040, County of Los Angeles Salary Tables. The rate or rates established by this provision constitute a base rate~~ applicable memorandum of understanding.

...

**SECTION 8.** Section 6.50.021 (Performance-based Pay Plan for Certain Employees of the Department of eChief eExecutive eOfficer) is hereby amended to read as follows:

...

D. The salary range for the class of Management Analyst, CEO, shall be effective on the date given:

<b>Salary Schedule and Level April 1, 2015</b>	
<b>Beginning Rate</b>	<b>86H</b>
<b>Maximum Rate</b>	<b>114F</b>

<b>Salary Schedule and Level October 1, 2015</b>	
<b>Beginning Rate</b>	<b>87J</b>
<b>Maximum Rate</b>	<b>115G</b>

<b>Salary Schedule and Level October 1, 2016</b>	
<b>Beginning Rate</b>	<b>88K</b>
<b>Maximum Rate</b>	<b>116H</b>

<b>Salary Schedule and Level October 1, 2017</b>	
<b>Beginning Rate</b>	<b>89G</b>
<b>Maximum Rate</b>	<b>117E</b>

<b>Salary Schedule and Level April 1, 2018</b>	
<b>Beginning Rate</b>	<b>90D</b>
<b>Maximum Rate</b>	<b>118B</b>

<b><u>Salary Schedule and Level</u> <u>October 1, 2018</u></b>	
--	--

<u>Beginning Rate</u>	<u>91A</u>
<u>Maximum Rate</u>	<u>118K</u>

<u>Salary Schedule and Level</u> <u>October 1, 2019</u>	
<u>Beginning Rate</u>	<u>91L</u>
<u>Maximum Rate</u>	<u>119J</u>

<u>Salary Schedule and Level</u> <u>October 1, 2020</u>	
<u>Beginning Rate</u>	<u>92K</u>
<u>Maximum Rate</u>	<u>120H</u>

...

**SECTION 9.** Section 6.78.350 (Additional information) is hereby amended to read as follows:

...

J. ~~Repealed.~~ Any person employed in a full-time position of Pharmacy Supervisor I (Item No. 5516), Pharmacy Supervisor II (Item No. 5517), Pharmacy Services Chief I (Item No. 5528), Pharmacy Services Chief II (Item No. 5529), or Pharmacy Services Chief III (Item No. 5530), assigned to a detention or correctional facility on a full-time permanent basis shall receive additional compensation of 2.5% while so assigned, effective November 15, 2018.

...

**SECTION 10.** Pursuant to Government Code Section 25123(f), this ordinance shall take effect immediately upon final passage, except for Sections 5 and 8, which shall be construed and applied as if they were effective and operative on and after October 1, 2018, and Sections 1, 2, 6, and 9, which shall be construed and applied as if they were effective and operative on and after November 15, 2018.

[608PART5PBCEO]