

**BOARD OF SUPERVISORS**

Hilda L. Solis  
First District

Holly J. Mitchell  
Second District

Lindsey P. Horvath  
Third District

Janice Hahn  
Fourth District

Kathryn Barger  
Fifth District



**Chief Executive Office.**

**COUNTY OF LOS ANGELES**

Kenneth Hahn Hall of Administration  
500 West Temple Street, Room 713, Los Angeles, CA 90012  
(213) 974-1101 ceo.lacounty.gov

**Chief Executive Officer**

Fesia A. Davenport

"To Enrich Lives Through Effective and Caring Service"

**ADOPTED**

BOARD OF SUPERVISORS  
COUNTY OF LOS ANGELES

19 December 17, 2024

December 17, 2024

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

EDWARD YEN  
EXECUTIVE OFFICER

Dear Supervisors:

**RECOMMENDATION TO RESOLVE IMPASSE BY MEANS OF IMPOSITION OF TERMS AND CONDITIONS OF EMPLOYMENT FOR THE JOINT COUNCIL OF SUPERVISING DEPUTY PROBATION OFFICERS BARGAINING UNIT 702 (ALL DISTRICTS) (4-VOTES)**

**SUBJECT**

Resolve the impasse in negotiations with the Joint Council of Supervising Deputy Probation Officers – Bargaining Unit 702 (BU 702) by imposition of terms and conditions of employment as articulated in the County’s Last, Best, and Final Offer. The County and BU 702, which represents approximately 350 Supervising Deputy Probation Officers, Supervising Detention Services Officers, Supervising Transportation Deputies and Supervising Transportation Workers, have completed the requisite impasse and factfinding proceedings following their inability to reach agreement regarding a successor Memoranda of Understanding (MOU) for the 2022-2025 term. The single point of disagreement was the County’s proposal to add language expressly granting management the right to reassign bargaining unit members based on operational needs. This language represents an important management tool for addressing staffing needs and was included in the MOU with Probation line staff for the same bargaining term.

**IT IS RECOMMENDED THAT THE BOARD:**

1. Approve the imposition of terms and conditions, as contained in the County’s Last, Best, and Final Offer for a period not to exceed one year from implementation regarding Bargaining Unit 702 – Supervising Deputy Probation Officers (SDPO). This includes the general salary increases of 5.5% (22 levels) effective July 1, 2022, 3.25% (13 levels) effective July 1, 2023, and 3.25% (13 levels) effective July 1, 2024, which were provided to other represented and non-represented employees.

It also includes a “signing bonus” of \$1375 and additional assignment bonuses and language changes commensurate with those negotiated with related bargaining units. Additionally, the imposed terms include the County’s proposed language giving management the explicit right to reassign employees based on operational needs.

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

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

### Bargaining History

Beginning in 2022 and continuing until November 2023, the County and BU 702 engaged in negotiations for a successor MOU covering the period from 2022-2025. The parties also engaged in negotiations over proposed changes to the SDPO class specification. However, despite numerous good faith negotiations, and the County issuing its Last, Best, and Final Offer, the parties were unable to reach agreement on a full MOU.

### Parties Reach Impasse on Single Issue

The inability to reach agreement focused on the single issue of the County’s proposal allowing management to reassign bargaining unit members based on operational needs. In November 2023, the parties filed a joint declaration of impasse with the Los Angeles County Employee Relations Commission. In March 2024, the parties participated in the statutorily mandated factfinding process. At the conclusion of this process, the factfinder submitted an advisory report, recommending that the parties agree to the language proposed by the County (Attachment I). By statute, the County may now impose the terms and conditions contained within the County’s Last, Best, and Final Offer, subject to the Board first holding a public hearing regarding the impasse. The filing and consideration of this letter along with public comment constitute such public hearing.

### Importance of Proposed Language

The MOU between BU 702 and the County does not contain any language that has expressly stated that management has the ability to move or reassign employees in any circumstance other than emergencies. Instead, the MOU has contained only a voluntary transfer process which allows management to fill vacancies with one of the three most senior applicants. This lack of express ability has contributed to Probation’s difficulty in addressing critical staffing needs. Although staff are currently being reassigned to meet the ongoing regulatory emergency, this language would ensure management has this ability to address staffing before they become emergencies. The County has attempted to address this issue in previous bargaining cycles without success. This language brings the MOU into alignment with most other County MOUs, including that of Probation Department line staff.

### Terms to be Imposed

The terms imposed would be similar to three-year MOUs reached by other comparable bargaining units for 2022-2025 including a 5.5% (22 level) salary increase effective July 1, 2022, a 3.25% (13 level) salary increase effective July 1, 2023, and a 3.25% (13 level) salary increase effective July 1, 2024. The imposed terms would also include a \$1375 “signing bonus” and additional assignment bonuses offered to AFSCME Local 685, which represents rank and file probation

officers. Additionally, the imposed terms include updated language regarding steward releases and modifications to existing bonuses. The County would also impose changes to the SDPO classification specifications as included in the Last, Best, and Final Offer (Attachment II). Finally, the terms and conditions include the reassignment language described above which would allow management to reassign employees based on operational needs.

### Not Imposing Terms Would Maintain Status Quo as of 2022

Should the Board of Supervisors (Board) choose not to impose these terms and conditions, the County would be required to maintain the status quo as to all terms and conditions as they existed in 2022. Bargaining unit members would not receive the general salary movement or bonuses as articulated above. Additionally, the County would not receive the benefit of their proposed language regarding transfers. The Board also has the authority to order the parties to return to negotiations. Given the parties' respective positions on this issue, this does not appear to be a viable path and would further delay payment of general salary movement and resolution of the issue.

### **Implementation of Strategic Plan Goals**

The recommended actions support the County's Strategic Plan North Star 2 – Foster Vibrant and Resilient Communities, Focus Area Goal C – Public Safety, Strategy 1 – Operational Enhancement. The transfer language achieved through the recommended imposition enhances organizational operations of the Probation Department by making clear that the department can appropriately staff its facilities based on business needs. Additionally, the recommended actions support the County's Strategic Plan North Star 3 – Realize Tomorrow's Government Today, Focus Area Goal B – Diverse and Inclusive Workforce, Strategy 3 Top Rated Workforce. By ensuring that members of BU 702 receive the Cost of Living Adjustment (COLA) payments from the 2022-2025 bargaining cycle, the terms and conditions would further the effort to retain and recruit dedicated public servants.

### **FISCAL IMPACT/FINANCING**

The Cost of Living Adjustment (COLA) increases contained in the Last, Best, and Final Offer, have not been paid to BU 702 members, pending the outcome of negotiations and exhaustion of all applicable impasse resolution procedures. Upon approval of the recommended actions, BU 702 members will receive all COLAs retroactively. The payment of these COLAs will not impact the General Fund.

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

The County has followed the legal requirements for impasse and factfinding under the Meyers-Milias-Brown Act and the Employee Relations Ordinance. By way of those laws, resolving the negotiations impasse by imposing these terms would not create an MOU, but would allow the County to act under the terms of the Last, Best, and Final Offer for up to one year. The parties would likely return to bargaining sooner as part of the County's 2025 bargaining season with its labor unions.

It should be noted that, due to the legal requirements of imposition, the terms and conditions (Attachment III) mirror the expired MOU between the parties but are not identical. References to a "memorandum of understanding" or agreement between the parties have been removed, as have any terms which would amount to a waiver of the Union's rights or exceed the County's authority under imposed terms.

The economic terms match the terms of a three-year MOU reached by other comparable bargaining

units for 2022-2025; including a 5.5% (22 level) salary increase effective July 1, 2022, a 3.25% (13 level) salary increase effective July 1, 2023, and a 3.25% (13 level) salary increase effective July 1, 2024. These pay adjustments will be applied retroactively upon imposition, bringing this group “even” with other County employees. A limited number of terms that require a waiver or mutual agreement have been modified or eliminated to comply with the mandates of imposition rules. As a result, the numbering of articles and pages in the document do not align with the previous MOU between the parties. For example, the language at issue in the impasse proceedings regarding transfers is referred to as Article 43 Section H in the factfinder’s report but appears as Article 40 Section H (page 92) of the attached terms and conditions document.

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

The operational language that was subject to the factfinding is expected to increase flexibility of Probation management in pursuit of accomplishing the department’s critical mission.

Respectfully submitted,



FESIA A. DAVENPORT

Chief Executive Officer

FAD:JMN:JDS

JH:rfm

Enclosures

c: Executive Office, Board of Supervisors  
County Counsel  
Probation

# Attachment I

In the Matter of the Impasse Between  
LOS ANGELES COUNTY PROBATION  
DEPARTMENT

-and-

ASSOCIATION FOR THE LOS ANGELES  
SUPERVISING DEPUTY PROBATION OFFICERS, SEIU,  
Local 721

---

Article 43, New Section H - Reassignments

---

FACTFINDER'S FINDINGS AND  
RECOMMENDED TERMS OF SETTLEMENT

ERCOM Impasse Case No.

March 1, 2024

Impartial Factfinder: Brenda Diederichs

Appearing at the Factfinding Hearing:

On Behalf of Los Angeles County Probation Department:

Adrianna Guzman, Esq., Liebert Cassidy Whitmore

Millicent Usoro, Esq., Liebert Cassidy Whitmore

Joshua Goodman, Esq., County Counsel

Jeffrey Hickman, Principal Analyst, Probation

Witnesses for the Los Angeles County Probation Department

Jeffrey Hickman, Principal Analyst, Probation

On Behalf of Association For the Los Angeles Supervising Deputy Probation Officers

Carson Acosta, Esq. SEIU

Reggie Torres, President of the SEIU Executive Board

Witnesses for the Los Angeles Supervising Deputy Probations Officers

Ruben Soto, SEIU, Director of Member Benefits and Employee Relations

Daniel Marin Ramirez, Supervising Deputy Probation Officer

Kurtis Miller, Supervising Deputy Probation Officer

Ruth Tyson, Supervising Deputy Probation Officer

BACKGROUND AND PROCEDURAL HISTORY

The last Memorandum of Understanding (MOU) between the County and the Union expired on September 30, 2021. The County and the Union, entered into negotiations for a successor MOU in July 2023, after an agreement was reached with AFSCME, Local 685, which represents Bargaining Unit 701, Probation Officers. The agreement reached with AFSCME, Local 685,

included new language, the same as that offered to SEIU, Local 721, to address the County's need to move employees, in emergent circumstances to fulfill the legal obligations of the County to provide services.

The County and the Union, reached an agreement on all terms for a successor MOU, except for Article 43, new section H. New section H was proposed by the County for two reasons:

1. To address the need to move employees, in an involuntary manner, in order to maintain services that the County is legally required to provide in compliance with state law.
2. To comport with the new language added to the AFSCME, Local 685, MOU, that provides for the movement of Deputy Probation Officers in the same manner as being proposed for the Supervising Deputy Probation Officers. Also, there is a history between the County and the Union, to adopt the same language changes as made in the AFSCME, Local 685, MOU.

The County of Los Angeles Probation Department (County) and the SEIU, Local 721 (Union) entered into bargaining to reach a successor Memorandum of Agreement (MOU) on January 27, 2022, along with all of the SEIU, Local 721, covered groups. Most of the SEIU, Local 721 bargaining groups reached agreements on May 13, 2022; however, Business Unit (BU) 702, continued bargaining on behalf of the Supervising Deputy Probation Officers and is now at impasse over the single issue of Article 43 - Reassignments, New Section H - Involuntary Transfers.

The County provided the language contained in the other SEIU, Local 721, represented bargaining units and from the AFSCME Local 685, MOU, which represents the Deputy Probation Officers, demonstrating that the County and the respective bargaining units had all reached agreement on involuntary transfer language, either identical or similar to what the

County is seeking with the Union. County Exhibits 7 and 8. The County presented that the Union has traditionally adopted the same or similar changes to their MOU as agreed upon with AFSCME, Local 685. David Green (Green) in his email to Tim Pescatello (Pescatello), on September 11, 2023, set forth as County Exhibit 13, stated that BU 702 has a “me too” clause in the MOU with AFSCME, Local 685, regarding the increases negotiated between the County and AFSCME, Local 685. The email that Green forwarded, initially authored by Reggie Torres (Torres) requested the “me too” be activated for all economic improvements, but specifically requested that no changes be made to Article 43 - Reassignments.

On July 19, 2023, the County first declared impasse, due to there being no agreement on the County proposed new language in Article 43, Section H. The Union countered the County’s request for impasse with a request for new bargaining sessions and offering counter proposals to the County’s last Article 43 proposal. The County did not change its position on their proposal for involuntary transfer language in Article 43, and again declared impasse on August 9, 2023.

On July 20, 2023, in an email from Pescatello to Ruben Soto (Soto) and Green it stated that:

*“We are happy to bring you up to speed. It boils down to two issues - money for the SEO folks and changes to reassignment/transfer language. The department needs to have the ability to move people without declaring an emergency. This issue is a big deal for the Board and since we were successful with Local 685 there is no reason why they would relent with 702. Having said that, the language is soft and is consistent with just about all other SEIU MOUs. Plus, it is unheard of to have a “law enforcement” classification with transfer restrictions.”*

On October 10, 2023, Hickman sent an email, County Exhibit 10, to Green, President, SEIU,

Local 721, summarizing the County's positions, in response to an email forwarded to the County by Green, originally from Torres on September 11, 2023, County Exhibit 13, stating that BU 702, is seeking no changes to Article 43 - Reassignments, but seeking that the County honor the economic "me too" with AFSCME, Local 685. Hickman informed Green that AFSCME Local 685 had agreed to changes in the reassignment language in their MOU and the County has proposed the same language to 702. Hickman further stated in the email that:

*"The sticking point is the Article 43 issue, which is reassignments. Pre-dating the current staffing issues at Probation, the Board has had a strong interest in inserting language into the MOU which explicitly allows management to reassign or transfer folks in the times of need that may not amount to an "emergency." The Probation contracts are some of the only contracts in the County which do not reserve the right to transfer staff to meet "operational needs." This has been complicated by the current staffing and safety crisis at Probation which triggered the Department to declare an emergency and move folks under that existing clause. The intent is to reserve an infrequently used right to transfer employees for more pedestrian reasons like balancing staffing and ensuring supervision. The existing voluntary, seniority-based transfer process would be left in place and used for day-to-day vacancy filling."*

On October 30, 2023, the County sent the Union a Last, Best, and Final Offer at 2:20 p.m. County Exhibit 11.

Being unable to reach an agreement on a new Article 43, section H, the parties jointly stipulated to impasse on this single issue via letter dated November 27, 2023, to the Los Angeles County Employee Relations Commission (ERCOM). County Exhibit 12.

The parties jointly agreed to engage in factfinding over their differences regarding Article 43 - Reassignment, New Section H.

### STATE DECLARATION OF UNSUITABILITY OF TWO JUVENILE FACILITIES

The County presented the current unilateral assignment of staff, via a staffing emergency, as declared by the Chief Probation Officer, as an example of the need for the new language in Article 43.

On September 29, 2022, the County sent a letter to James Schoengarth, President SEIU, Local 721, BU 702, set forth as County Exhibit 5, affirming a declaration of a staffing emergency by Deputy Chief Karen Fletcher, via a September 23, 2022, email and reiterated by the Chief Probation Officer's letter dated September 22, 2022, providing financial incentives to encourage employee attendance to alleviate the staffing emergency and insure the health and safety of all. The incentive that was offered to the staff in BU 702, was 20% above the employee's normal rate of pay for hours worked in one of the two juvenile halls. Additionally, overtime worked in the juvenile halls will be paid at a "double time" rate instead of the traditional "time and a half."

During the negotiations that ultimately resulted in a joint declaration of impasse on November 27, 2023, by the parties, the County juvenile facilities were the subject of an audit by the Board of State and Community Corrections (BSCC). County Exhibit 6.

On January 13, 2023, the BSCC conducted an exit debriefing with the County, of the initial inspection reports for LAC Barry J. Nidorf Juvenile Hall and LAC Central Juvenile Hall, which were conducted in the 2020-2022 biennial inspection cycle. Among many violations, it was noted that there was insufficient staff to carry out the overall facility operation and its

programming to provide for safety and security of youth and staff and meet established standards and regulations and to ensure that no required service be denied because of insufficient numbers of staff on duty absent exigent circumstances.

The County was given a time frame to respond, but even after reviewing the County's response, BSCC determined that the County remained out of compliance. Ultimately on May 23, 2023, the audit report, along with the subsequent correspondence and audit updates, was submitted to the BSCC Chair and members for review and action. The request before the BSCC was to make a final determination of suitability within the meaning of Welfare and Institutions Code section 209, subdivisions (a)(4) and (d) and find both facilities unsuitable for the confinement of adjudicated youth. County Exhibit 6.

On May 24, 2023, BSCC sent the County a letter which served as a notice of facility unsuitability of the Barry J. Nidorf Hall and the Central Juvenile Hall pursuant to the Welfare and Institutions Code section 209, subdivisions (a)(4) and (d). County Exhibit 6.

The BSCC letter to the County dated May 24, 2023, deemed two juvenile detention facilities as *“unsuitable for the confinement of minors if it is not in compliance with one or more of the minimum standards for juvenile facilities adopted by the Board of State and Community Corrections under Section 210 or 210.2, and if, within 60 days of having received notice of noncompliance from the board...the juvenile hall has failed to file a corrective action plan with the Board of State and Community Corrections to correct the condition or conditions of noncompliance of which it has been notified...”*

One of the top reasons for the two detention centers failure to pass the audit, were insufficient staffing and the impact of insufficient staffing, which is covered by the findings in the BSCC

audit report.

In response, to this determination regarding the two juvenile facilities by BSCC, Stacey Ahaiwe Simpson sent an email to Torres and Kurtis Miller (Miller), SEIU, Local 721, on May 24, 2023, set forth at County Exhibit 5, regarding a Staff Scheduling Notice that was to be sent soon thereafter. The memo stated:

*“This correspondence serves to provide you with advanced notice that the Department will be issuing a message to all staff shortly. This message will be informing staff that all sworn personnel who are not currently assigned to work shifts in the halls will be required to work 1 shift per month at one of the two juvenile halls. This requirement will take effect June 1, 2023. This action is being taken as an additional and necessary step to address the staffing and safety emergency conditions in the halls and in line with Article 42-Section D of your unit’s MOU, which states in relevant part, “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.*

*At this time, employees will be given the option to schedule this shift either during their existing work schedule or as an overtime shift.”*

The County, at the factfinding, presented that a current need for the change in Article 43, is due to the County’s challenge in staffing the juvenile detention facilities for the past several years. The reasons for the insufficient staffing are due to both vacancies, which the County is attempting to fill via the recruitment and selection process, and the 565 supervisor absences between October 2023 and January 2024 in the County’s juvenile halls, which causes the staffing in the facility to fall below the mandatory operational staffing requirements for operation. The County continued to experience roughly the same number of absences over the past year.

The Probation Department (Department) has 6,579 ordinance positions, of which 5,545 are budgeted full-time. The County recognizes SEIU Local 721 as the exclusive representatives for the following classifications:

- Supervising Deputy Probation Officer (282 employees, 62 vacancies)
- Supervising Detention Services Officer (54 employees, 18 vacancies)
- Supervising Transportation Deputy, Probation (10 employees, 1 vacancy)
- Supervising Transportation Worker, DCS (employed in the Department of Children and Family Services)

### ARGUMENTS

The parties each presented their respective cases at factfinding. The Union presented a PowerPoint, followed by four witnesses. The County presented its case via a presentation by its attorney, one witness and a binder of exhibits.

### UNION'S ARGUMENTS

The presentation by the Union and the testimony of the witnesses raised the following concerns and arguments against adding a new section H to Article 43.

1. The County should use the definition of emergency, as used by the state and the county when declaring an emergency for disasters or for other types of emergencies, such as the COVID pandemic, in new section H.
2. The County may inappropriately use a right to involuntarily reassign employees as

“freeway therapy,” by sending employees to work locations that are geographically challenging due to distance or commuting patterns. Further, that the “freeway therapy” may be used as discipline without due process.

3. The Supervising Probation Officers are older and have physical limitations impacting their performance of the physical work involved in the supervision of youth in juvenile facilities. Supervising Probation Officers that have provided coverage at the juvenile hall facilities complained of being injured and being unable to do anything other than rest on their days off to recover from the physical strain of the juvenile hall assignment.
4. The current language in Article 43 permits the voluntary transfer of employees after management has identified where there is a need for the employees. The current rule of 3 permits the filling of any vacancies throughout probation and there is no need to add language related to involuntary transfers.
5. The language of Article 43 originated in 1974 and none of the 19 Probation Chief Officers has since identified a need to change the language of Article 43.
6. Involuntary reassignments may be made for arbitrary reasons, under the guise of an emergency.
7. A change to Article 43, may give the County carte blanche in moving staff for any or no reason, unless there is a clear definition as to when it could be invoked.
8. The physical fitness requirements for the juvenile facilities are level 4, while working in the field is level 2, The movement of employees who are working level 2 jobs to a job that is a level 4, may result in injuries when working at a juvenile hall.
9. Adding section H to Article 43 is putting a band-aid on a gunshot wound.
10. Employees who are moved to juvenile halls are unfamiliar with the procedures at the juvenile halls, as the rules change fairly frequently.
11. When a Supervising Deputy Probation Officer is moved from their regular assignment to a juvenile facility the community loses the protections being provided in the Supervising

Deputy Probation Officer's primary assignment.

12. Being moved to juvenile hall is a field demotion. It is where you start at and promote up from. It is not to be returned to by a forced move.
13. The staff being moved to juvenile hall are not versed on the policies, procedures, and requirements for working there, as they change over time.

### COUNTY'S ARGUMENTS

The testimony and arguments provided by the County focused on the following concerns and arguments.

1. The County has been seeking to change Article 43 for some time and has negotiated either identical or similar changes in other MOUs negotiated by SEIU, Local 721 and AFSCME, Local 685, which represents the Deputy Probation Officers. County Exhibit 10.
2. The County provided the involuntary transfer language negotiated with SEIU, Local 721, for BU 122, Article 49, BU 221, Article 61 and BU 311, Article 56. County Exhibit 7.
3. The County provided the involuntary transfer language negotiated with AFSCME, Local 685, BU 701. County Exhibit 8.
4. The Union has a "me too" with AFSCME, Local 685, which SEIU has requested to invoke per the email from the SEIU, Local 721 President, set forth at County Exhibit 13. The Union is selectively seeking the economic improvements, but not the involuntary transfer language agreement that has been reached with AFSCME, Local 685 and is now a part of their MOU.
5. The County's juvenile facilities were audited and ultimately noticed of facility unsuitability of two of the juvenile facilities. A main reason for the two juvenile facilities being designated as unsuitable was being understaffed and out of compliance with state requirements BSCC Juvenile Title 15 Minimum Standards, sets forth the minimum staffing

requirements for the juvenile facilities.

6. On May 24, 2023, Stacey Ahaiwe Simpson sent an email to SEIU, Local 721, specifically Torres and Miller regarding a Staff Scheduling Notice that was to be sent soon thereafter. The memo stated:

*“This correspondence serves to provide you with advanced notice that the Department will be issuing a message to all staff shortly. This message will be informing staff that all sworn personnel who are not currently assigned to work shifts in the halls will be required to work 1 shift per month at one of the two juvenile halls. This requirement will take effect June 1, 2023. This action is being taken as an additional and necessary step to address the staffing and safety emergency conditions in the halls and in line with Article 42-Section D of your unit’s MOU, which states in relevant part, “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. At this time, employees will be given the option to schedule this shift either during their existing work schedule or as an overtime shift.”*

7. The County requested that Article 43 be modified, to align with the AFSCME, Local 685, newly negotiated MOU language, which covers the Deputy Probation Officers.
8. The County presented that the change to Article 43 - Reassignments is imperative, as evidenced by the recent declaration of two juvenile hall facilities as unsuitable to house juveniles, primarily for lack of proper staffing at the facilities.
9. The County is seeking this language to ensure that the County is best equipped to meet its operational needs, particularly for mandated services.

ARTICLE 43 - REASSIGNMENT, NEW SECTION H

The language set forth by the County in the Last, Best, and Final Offer dated October 30, 2023, for Article 43 - Reassignments, New Section H is as follows:

*“H. Notwithstanding the preceding provisions of this Article, Involuntary Transfers may occur due to emergency, or to address staffing or operational needs of the Department. The Chief Probation Officer shall consider the nature of the emergency, staffing, or operational needs when determining the necessity for involuntary Transfer.”*

The Union’s counter proposal to the County’s Last, Best, and Final set forth above is dated August 9, 2023, is as follows:

*“H. Involuntary Transfers. As used throughout this Section, the term “transfer” refers to a change of an employee’s assigned work location or work shift. Under no circumstances will a transfer under this Section result in an employee working outside of their job classification.*

*Notwithstanding the preceding provisions of this Article, Involuntary Transfers may occur due to emergency, as defined under section 2.68.050(1) of the County Code ~~or to address staffing and operational needs of service.~~ The Chief Probation Officer shall consider the nature of the emergency, staffing, or operational needs when determining the necessity for Involuntary Transfers. The Chief Probation Officer shall not order an Involuntary Transfers without good cause.*

*1. Voluntary Displacement. If the Chief Probation Officer determines that there is a necessity for Involuntary Transfers, the Department shall first solicit volunteers who are*

willing to be displaced. Any employee who volunteers to be displaced will have the right to return to their original assignment within thirty (30) days.

2. Involuntary Displacement. If the Department is not able to fulfill staffing requirements through the use of volunteers, it may order involuntary displacements. Involuntary displacements will follow seniority order, with the least senior employees being transferred first. Affected employees will receive at least ten (10) days' written notice prior to being displaced. Any employee who is involuntarily displaced shall be returned to their original assignments within thirty (30) days."

To determine the scope of an emergency, as set forth in the Union's August 9, 2023, proposal the Los Angeles County Code definition of emergency, along with the California Government Code's definition of emergency were reviewed and are set forth below.

Los Angeles County Code, Section 2.68.050 (j) defines emergency as:

*"Emergency" includes a "local emergency," "state of emergency," and a "state of war emergency" as defined in the California Emergency Services Act;*

The California Emergency Services Act, set forth at California Government Code Section 8558, defines emergency as follows:

*8558. Three conditions or degrees of emergency are established by this chapter:*

*(a) "State of war emergency" means the condition that exists immediately, with or without a proclamation thereof by the Governor, whenever this state or nation is attacked by an enemy of the United States, or upon receipt by the state of a warning from the federal government indicating that an enemy attack is probable or imminent.*

*b) "State of emergency" means the duly proclaimed existence of conditions of disaster or of extreme peril to the safety of persons and property within the state caused by conditions*

*such as air pollution, fire, flood, storm, epidemic, riot, drought, cyberterrorism, sudden and severe energy shortage, electromagnetic pulse attack, plant or animal infestation or disease, the Governor's warning of an earthquake or volcanic prediction, or an earthquake, or other conditions, other than conditions resulting from a labor controversy or conditions causing a "state of war emergency," which, by reason of their magnitude, are or are likely to be beyond the control of the services, personnel, equipment, and facilities of any single county, city and county, or city and require the combined forces of a mutual aid region or regions to combat, or with respect to regulated energy utilities, a sudden and severe energy shortage requires extraordinary measures beyond the authority vested in the Public Utilities Commission.*

*(1) "Local emergency" means the duly proclaimed existence of conditions of disaster or of extreme peril to the safety of persons and property within the territorial limits of a county, city and county, or city, caused by conditions such as air pollution, fire, flood, storm, epidemic, riot, drought, cyberterrorism, sudden and severe energy shortage, deenergization event, electromagnetic pulse attack, plant or animal infestation or disease, the Governor's warning of an earthquake or volcanic prediction, or an earthquake, or other conditions, other than conditions resulting from a labor controversy, which are or are likely to be beyond the control of the services, personnel, equipment, and facilities of that political subdivision and require the combined forces of other political subdivisions to combat, or with respect to regulated energy utilities, a sudden and severe energy shortage or deenergization event that requires extraordinary measures beyond the authority vested in the Public Utilities Commission.*

*(2) A local emergency proclaimed as the result of a deenergization event does not trigger the electric utility obligations set forth in Public Utilities Commission Decision 19-07-015 or its successor decisions as related to deenergization events. A local emergency proclaimed as the result of a deenergization event does not alter the electric utilities' Public*

*Utilities Commission-approved cost-recovery mechanisms for their own costs associated with deenergization events.*

*(Amended by Stats. 2022, Ch. 537, Sec. 1. (SB 468) Effective January 1, 2023.)*

*(b) "Political subdivision" includes any city, city and county, county, district, or other local governmental agency or public agency authorized by law.*

### ANALYSIS AND RECOMMENDATIONS

The impasse with SEIU Local 721, Business Unit (BU) 702, Supervising Deputy Probation Officers is solely regarding the language of Article 43, New Section H, and the involuntary transfer of bargaining unit employees in emergent situations. Though the County has been seeking the changes presently sought in Article 43 over the span of many years, it is this year that the matter has become critical mass for the County, due to the State's declaration that two juvenile facilities are out of compliance with the State level operational requirements and absent the necessary corrections will be shut down. The County has been successful in negotiating with other the Bargaining Units at the County, including other SEIU Local 721 Bargaining Units, to add language to permit the County to make involuntary reassignments of staff in the respective Bargaining Units.

The transfer language that has been agreed to in the other MOUs is as follows:

1. SEIU Local 721, Supervising Administrative, Technical and Staff Services Employee Representation Unit.

*"However, this Article, in no way, is intended to limit management's authority to make appointments."*

2. SEIU Local 721, Paramedical Technical Employee Representation Unit.

*"A. In the case of 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 an immediate transfer. In*

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

*B. 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 the skills and competencies. In the selection process, Management will, in the following order consider: (1) all transfer requests previously received, (2) request volunteers, (3) consider selection transfers on the basis of inverse County seniority along with geographic preferences. Only after such consideration of numbers 1-3, selection will be made based upon the needs of the service that might mandate a selection outside of numbers 1-3 stated above in this section.”*

3. SEIU Local 721, 311 MC, Registered Nurses Employee Representation Unit.

Section 5. Intra-facility Reassignment within DHS

*“A. Intra-facility reassignment within DHS refers to management-initiated change of assignment within a DHS facility to meet the needs of the service.*

*B. Management may consider the following when initiating reassignment(s):*

- Employee skills and competencies*
- Volunteerism*
- Inverse seniority by classification, by unit, by shift.*

4. AFSCME Local 685, 701 JSH, Deputy Probation Officers Employee Representation Unit.

Section 1, Paragraph 2.

*“Where Management must make a change because of an emergency, it shall notify the union immediately but shall make the necessary change to meet the emergency. For purposes of this Memorandum of Understanding, “emergency” is defined as an unforeseen circumstance requiring the immediate implementation of the proposed action, such as a natural disaster or civil disturbance.”*

Section 2.

*“Notwithstanding the provisions of Article 16, or the preceding language in this Article, Involuntary Transfers may occur due to emergency, or to address staffing and operational needs of service. The Chief Probation Officer shall consider the nature of the emergency, staffing, or operational needs when determining the necessity for involuntary Transfers.”*

The County has a duty, to provide State mandated services, such as juvenile housing facilities for incarcerated youth. The proposed New Section H, Article 43 has taken on heightened importance, though sought over many years by the County, due to the staffing shortage at two juvenile facilities. The definition of emergency as proposed by the Union is no different than the State and County’s present definition of emergency for the purpose of invoking a state of emergency for natural disasters and the like. That definition does not address the emergency of providing County services when facing staffing or other challenges, that are severe enough to obliterate the County’s ability to provide legally mandated County services. Therefore, a more practical definition of emergency is both necessary and appropriate.

Further the Union’s proposal is complicated by restrictions, such as an employee cannot be assigned out of class. The staffing issues presently being faced by the County are impacting the provision of mandated County services. To restrict the use of employees in either higher, lower or different classifications than the classification in which they are presently working is restrictive to curing an emergent staffing deficiency that is impacting operational viability of a mandated function.

The Union, in defense of not agreeing to changes in Article 43, and counter proposing with the language set forth above, has raised concerns regarding the abuse of the transfer provision by County leadership, by using a reassignment as “freeway therapy” to exact discipline on an employee, absent due process, as opposed to otherwise moving the employee due to an emergent

situation. It was stated by the County and is contained with the MOU, that the Union has the right to grieve any matter wherein it is alleged that the County's move of an employee is inappropriate and is being done to exact discipline, absent the utilization of appropriate disciplinary processes. The Union retains the right to grieve abuses by the County, should they occur, related to the movement of employees and/or the length of time of reassignment.

The Union raised concerns regarding employee fitness for working in the juvenile facilities and the impact of the loss of employees in their primary assignments. This is a matter for the County to determine both its staffing needs and operational priorities. Admittedly, the County prefers to have County positions filled with qualified employees who regularly report to work, negating the need to move employees to ensure the delivery of County mandated services. However, there is no disagreement regarding the difficulties with filling the positions needed to staff the juvenile facilities and the need to reduce the rate of absenteeism.

The Union also raised the concern as to the length of an emergency assignment. It is acknowledged by the County and the Union that the juvenile facility concerns developed over a span of time and are directly caused, in great part, by the chronic absenteeism of juvenile facility employees, thus necessitating the movement of employees from other assignments to ensure the proper staffing ratios to run the juvenile facility. It was acknowledged by the County and the Union that it has been harder to both hire and retain employees in recent years, which has impacted not only the juvenile facilities, but other County operations as well.

The County and the Union acknowledged that there is a pattern of "me too" bargaining by the Union with AFSCME Local 685. In the current negotiations the Union wishes to exercise the "me too" for the economic improvements negotiated by AFSCME Local 685 but has rejected the language which addresses the involuntary movement of employees by the County in emergent

circumstances.

The Union, by counter proposing the County's Article 43 language proposal, indicated an effort to make movement to address the County's need for relief in making staffing assignments when there are emergent conditions to be addressed. However, the County found the Union's counter proposal to be too onerous to effectively address the County's emergency staffing concerns.

It is recommended that the County and the Union agree on either the County's Article 43, New Section H proposal or adopt the language as set forth in the AFSCME, Local 685 MOU for the Deputy Probation Officers.

Respectfully submitted by Brenda Diederichs, Factfinder, on April 10, 2024.

*Brenda Diederichs*

Factfinder, Attorney

Law Office of Brenda Diederichs

# Attachment II

Clean  
04/26/23



## **SUPERVISING DEPUTY PROBATION OFFICER**

Class Code:  
8610

COUNTY OF LOS ANGELES  
Established Date: Jul 9, 1969  
Revision Date: Mar 27, 2003

### **SALARY RANGE**

\$6,706.92 - \$9,038.36 Monthly

### **DEFINITION/STANDARDS:**

#### **DEFINITION:**

Supervises the work of a group of Deputy Probation Officers engaged in professional probation work involving the investigation or supervision of adults convicted of violations of law, the investigation or supervision of delinquent and non-delinquent children and juveniles, or other specialized probation service.

#### **CLASSIFICATION STANDARDS:**

Positions allocable to this class represent the first supervisory level in the Deputy Probation Officer series and are distinguished by their supervisory responsibility for a staff of Deputy Probation Officers engaged in the performance of highly specialized Probation Department programs including investigation, supervision, surveillance and rehabilitation of adult and juvenile offenders. Positions in this class typically report to a Probation Director and are characterized by their responsibility for review and evaluation of a myriad of cases ranging from less difficult to more complex and for the appropriate application of concepts, theories, principles, laws and procedures of professional probation work by subordinate Deputy Probation Officers.

#### **EXAMPLES OF DUTIES:**

Supervises Deputy Probation Officers engaged in the investigation and evaluation of cases of adult applicants for probation, the supervision of adult probationers, the investigation, placement, and supervision of children and juveniles, and the investigation of adoption and other cases.

Has immediate supervisory responsibility for a specialized probation function such as intake detention control, or special court services.

Reviews files and cases periodically and confers with Deputy Probation Officers concerning methods, procedures, and recommendations, and interprets policy as necessary.

Has immediate supervisory responsibility for a probation camp on an assigned shift or 24-hour responsibility for an organizational unit of a juvenile hall.

Restrains combative and emotionally dysregulated clients.

Confers with superior officers regarding unusual cases, policies, and personnel matters.

Actively participates in in-service training programs and staff development activities.

Confers with probationers, parents, relatives, attorneys, judges, and other interested persons.

Conducts correspondence and supervises the maintenance of necessary records.

Supports the assigned unit based on the needs of the operation.

**REQUIREMENTS:**

**MINIMUM REQUIREMENTS:**

**TRAINING AND EXPERIENCE:**

Graduation from an accredited college - AND - Three years of experience in probation or parole work at the level of Deputy Probation Officer II or higher.

\*Specialized examinations may include:

**Specialty / \*Add**

Field Services

One year of the required experience must have been in Field Services.

Juvenile Facilities

One year of the required experience must have been in Juvenile Facilities.

FOR PROMOTIONAL EXAMINATIONS ONLY: One additional year of the required experience will be accepted for each year of college.

**LICENSE:**

A valid California Class C Driver License or the ability to utilize an alternative method of transportation when needed to carry out job-related essential functions.

**PHYSICAL CLASS:**

4 – Arduous

**OTHER REQUIREMENTS:**

**SPECIALTY REQUIREMENTS:**

**COMMENTS:**

N:\CLASSIFICATION\CLASS SPEC REVISIONS\PROBATION\Sworn Series\PHYSICAL CLASS URGENCY\DRAFTS\8610 Supervising Deputy Probation Officer V2 - CLEAN.docx

# Attachment III

TERMS AND CONDITIONS OF EMPLOYMENT  
REGARDING THE  
SUPERVISING DEPUTY PROBATION OFFICERS EMPLOYEE  
REPRESENTATION UNIT

These terms and conditions made to be effective and applied this 17th day of December 2024, pursuant to California Government Code 3505.7 – “Unilateral Implementation of Last, Best, and Final Offer,” represent closure of the 2022-2024 meet and confer process between the County of Los Angeles and the Joint Council of Supervising Deputy Probation Officers Association/SEIU Local 721, CTW, CLC (hereinafter referred to as Joint Council, the Union or SEIU, Local 721).

## TABLE OF CONTENTS

ARTICLE 1	PURPOSE .....	1
ARTICLE 2	RECOGNITION .....	2
ARTICLE 3	IMPLEMENTATION .....	3
ARTICLE 4	AUTHORIZED AGENTS .....	4
ARTICLE 5	NON-DISCRIMINATION .....	5
ARTICLE 6	TERM .....	6
ARTICLE 7	RENEGOTIATIONS .....	7
ARTICLE 8	WORK RELEASE FOR NEGOTIATIONS .....	8
ARTICLE 9	COORDINATED BARGAINING .....	9
ARTICLE 10	GRIEVANCE PROCEDURE .....	10
ARTICLE 11	GRIEVANCE MEDIATION .....	21
ARTICLE 12	GRIEVANCES - GENERAL IN CHARACTER .....	23
ARTICLE 13	EXPEDITED ARBITRATION .....	26
ARTICLE 14	PAYROLL DEDUCTIONS AND DUES/AGENCY SHOP .....	30
ARTICLE 15	NEW EMPLOYEE ORIENTATION .....	32
ARTICLE 16	MANAGEMENT RIGHTS .....	33
ARTICLE 17	MODIFICATIONS .....	34
ARTICLE 18	PROVISIONS OF LAW .....	36
ARTICLE 19	CONTRACTING OUT AND CONTRACTING-IN .....	37
ARTICLE 20	ALTERNATIVES TO LAYOFFS .....	41
ARTICLE 21	EMPLOYEE BENEFITS .....	44
ARTICLE 22	ASSIGNMENT OF ADDITIONAL RESPONSIBILITIES .....	45

ARTICLE 23	OUT-OF-CLASS ASSIGNMENTS	47
ARTICLE 24	POSITION CLASSIFICATION STUDY	50
ARTICLE 25	PERSONNEL FILES	52
ARTICLE 26	LEAVE OF ABSENCE	55
ARTICLE 27	ENHANCED VOLUNTARY TIME-OFF PROGRAM	60
ARTICLE 28	EMPLOYEE LISTS	65
ARTICLE 29	EMPLOYEE PAYCHECKS ERRORS	66
ARTICLE 30	EMPLOYEE PARKING	69
ARTICLE 31	WORKPLACE RETRAINING	71
ARTICLE 32	LOCAL 721 COUNTYWIDE JOINT LABOR-MANAGEMENT	74
ARTICLE 33	WORK ACCESS	75
ARTICLE 34	BULLETIN BOARDS	76
ARTICLE 35	SAFETY AND HEALTH	77
ARTICLE 36	ELECTRONIC HUMAN RESOURCES (E-HR)	79
ARTICLE 37	PERSONNEL PRACTICES	80
ARTICLE 38	RE-ENGINEERING AND WELFARE REFORM	83
ARTICLE 39	WORK HOURS AND SCHEDULE	84
ARTICLE 40	REASSIGNMENTS	89
ARTICLE 41	SPAN OF SUPERVISION	93
ARTICLE 42	CONSULTATIONS	95
ARTICLE 43	TRAINING	96
ARTICLE 44	JOINT COUNCIL REPRESENTATION	97
ARTICLE 45	LABOR/MANAGEMENT ADVISORY COMMITTEE	100

ARTICLE 46 DRESS STANDARDS .....	102
ARTICLE 47 UNIFORMS .....	103
ARTICLE 48 OVERTIME .....	107
ARTICLE 49 SPECIAL PAY PRACTICES .....	110
ARTICLE 50 SALARIES .....	113
ARTICLE 51 ADVANCED EDUCATIONAL DEGREE BONUS (PROBATION) .....	119
ARTICLE 52 ARMING .....	120
ARTICLE 53 ASSIGNMENT BONUS (SDPO) .....	122
ARTICLE 54 DISCIPLINE JLM AND INVESTIGATIONS .....	125
ARTICLE 55 BACHELOR'S DEGREE BONUS FOR SUPERVISING DETENTION SERVICES OFFICERS (SDSOS) AND TRANSPORTATION DEPUTY SUPERVISORS (TDS) .....	126
APPENDIX A STEWARDS .....	127

ARTICLE 1          PURPOSE

It is the purpose of these Terms and Conditions to promote and provide for understanding between Management and the employees covered by these Terms and Conditions; to provide an orderly and equitable means of resolving any misunderstandings or differences that may arise under these Terms and Conditions; and to set forth the terms and conditions set forth in the County's Last, Best, and Final Offer ("LBFO") following good faith negotiations regarding the wages, hours and other terms and conditions of employment of the employees in Bargaining Unit 702, and in compliance with all applicable impasse resolution procedures, with the County LBFO submitted and recommended for approval and implementation by the County's Board of Supervisors.

ARTICLE 2            RECOGNITION

Pursuant to the provisions of the Employee Relations Ordinance of the County of Los Angeles and applicable State law, Joint Council of Supervising Deputy Probation Officers Association/Los Angeles County Employees Association was certified on December 10, 1969, by County's Employee Relations Commission (Employee Relations Commission File No. 23-69) as the majority representative of County employees in the Supervising Deputy Probation Officers Employee Representation Unit (hereinafter "Unit") previously found to be appropriate by said Employee Relations Commission. The Los Angeles County Employee Relations Commission adopted an Amendment of Certification on February 26, 2007, transferring representational responsibilities to SEIU, Local 721 for Bargaining Units formerly represented by SEIU Local 660. Management hereby recognizes Joint Council of Supervising Deputy Probation Officers Association/SEIU, Local 721 as the certified majority representative of the employees in said unit. The term "employee" or "employees" as used herein shall refer only to employees employed by the County in said Unit in the employee classifications listed in the Salaries Article, as well as such classes as may be added hereafter by the Employee Relations Commission. Notwithstanding the above, if Management and Joint Council agree on exclusivity, then it will become effective in this Unit.

ARTICLE 3 IMPLEMENTATION

These Terms and Conditions constitute a recommendation to the County's Board of Supervisors by the Chief Executive Office following the completion of the legally required impasse process. These Terms and Conditions shall not be binding upon the County, the Joint Council, and the employees it represents, unless and until said Board of Supervisors:

1. Acts, by majority vote, formally to adopt said Terms and Conditions;
2. Enacts necessary amendments to all County ordinances, including the Los Angeles County Code, required to implement the full provisions hereof; and
3. Acts to appropriate the necessary funds required to implement the provisions of these Terms and Conditions, which require funding.

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

ARTICLE 4            AUTHORIZED AGENTS

For the purpose of administering the Terms and Conditions:

1. Management's principal authorized agent shall be County's Chief Executive Officer, or their duly authorized representative [Address: 500 West Temple Street, Room 774-A Los Angeles, California, 90012; Telephone: (213) 974-0470], except where a particular Management representative is specifically designated in connection with the performance of a specific function or obligation set forth herein.
  
2. The Joint Council of Supervising Deputy Probation Officers Association/SEIU, Local 721's principal authorized agent shall be the Executive Director, or their duly authorized representative and the Chairperson, Supervising Deputy Probation Officers Association, or their duly authorized representative [Address: 1545 Wilshire Boulevard, Suite 604, Los Angeles, California 90017; Telephone: (213) 989-2040].

ARTICLE 5           NON-DISCRIMINATION

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

The provisions of these Terms and Conditions 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 disability status or other factors not directly related to the successful performance of the job.

ARTICLE 6        TERM

Pursuant to Section 3500 et seq. of the California Government code, the representatives of Los Angeles County and the Joint Council met and conferred on salaries, benefits, and working conditions, but were unable to reach agreement. Following compliance with all applicable impasse resolution procedures, and in accordance with Government Code Section 3505.7, the County implemented the terms and conditions of employment set forth herein effective December 17, 2024, unless otherwise noted herein.

ARTICLE 7            RENEGOTIATION

These Terms and Conditions are implemented in accordance with California Government Code Section 3505.7 and shall not deprive the Joint Council of the right to meet and confer on matters within the scope of representation prior to the adoption of the County's next annual budget.

ARTICLE 8            WORK RELEASE FOR NEGOTIATIONS

The Chief Executive Office/Employee Relations Division will meet and consult with SEIU, Local 721 thirty (30) calendar days prior to the commencement of negotiations for the purpose of obtaining information to ensure the release of a reasonable number of departmental employee representatives to attend and participate in successor contract negotiations.

For employees working on an evening or night shift the Chief Executive Office/Employee Relations Division will coordinate temporary work schedule/shift changes with Departments subject to operational considerations to facilitate negotiations for a successor MOU.

Past bargaining practice and ERCOM decisional precedent shall govern the release of employee representatives to attend contract negotiations.

SEIU, Local 721 shall provide a final list containing the names and departments of bargaining committee members (regular members and alternates) to the Chief Executive Office/Employee Relations Division at least thirty (30) days prior to the commencement of negotiations.

ARTICLE 9            COORDINATED BARGAINING

The County has historically engaged in coordinated bargaining with SEIU Local 721's Bargaining Policy Committee. Such bargaining includes general salary movement, employee benefits, term, and common language provisions. Common language provisions are included in the individual unit MOUs and are incorporated into these Terms and Condition to the extent allowed under imposition.

Individual unit tables will continue to bargain economic matters including special pay practices, bonuses, recruitment and retention adjustments, step increases, differentials, and other compensation unique to their MOUs. Individual unit tables will also continue to bargain operational issues such as transfers, caseloads, training, and other matters unique to their MOUs.

The County acknowledges that the Fringe Benefits MOU will continue to be bargained between the County and SEIU's Local 721 Bargaining Policy Committee.

ARTICLE 10            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 these Terms and Conditions 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 their immediate supervisor. A group grievance is a common complaint by a number of employees within the department or a unit thereof.
3. "Business Days" means calendar days exclusive of Saturdays, Sundays, and legal holidays as designated by the Board of Supervisors. For employees in camps and juvenile facilities, "Business Days" means calendar days exclusive of regular days off and/or shifts off.

Section 3.            Responsibilities

1. Employees are encouraged to discuss their complaint with their 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 their grievance to the proper agency or authority.
  
3. Employees who file a formal written grievance are encouraged 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 their written grievance and to represent the employee in formal grievance meetings.

Subject to mutual agreement, considering the nature and complexity of the grievance, an employee may have additional representative(s).

2. The grievant may be required by either party to be present in meetings with Management to discuss the grievance.
3. A County employee selected as a representative in a grievance is required to obtain the permission of their immediate supervisor to absent himself/herself from

their duties to attend a grievance meeting. The employee representative shall give their supervisor reasonable advance notice to ensure that their absence will not unduly interfere with Departmental operations.

4. An employee may present their 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 their 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 SEIU, Local 721 of any grievance involving the terms and conditions set for the herein.

4. The SEIU, Local 721 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 these Terms and Conditions.
  
5. If the SEIU, Local721 representative elects to attend any formal grievance meeting, they must inform departmental management prior to such meeting. The department may also designate a Management representative to be present at such meeting.
  
6. Only County employees who have direct, first-hand knowledge of the event giving rise to the grievance may be called on as witnesses by the grievant. Such witness may attend formal grievance hearings on paid County time.

Section 7                      Procedures

Level1.                      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 their knowledge of such occurrence, an employee who has discussed their complaint in a meeting with their

immediate supervisor and has not had their complaint resolved, may file a formal written grievance with their supervisor.

- B. Three copies of the departmental grievance form shall be completed by the employee stating the nature of the grievance and the remedy they request. The employee shall submit two copies to their immediate supervisor and retain the third copy.
- C. Within ten (10) business days the immediate supervisor shall give their decision in writing to the employee on the original copy of the grievance and the reasons, therefore.

Level 2. Chief Probation Officer

- 1. Within ten (10) business days from their receipt of the decision at Level 1, the employee may appeal to the Chief Probation Officer, using the original copy of the grievance form.
- 2. Within ten (10) business days from the receipt of the employee's grievance, the Chief Probation Officer or their designated representative who has not been involved in the grievance in prior levels shall make a thorough review of the grievance, and present a written decision and the reasons therefore to the employee and the Union representative; however a grievance involving discharge

of an employee will be heard by the Chief Probation Officer at a meeting to be held within ten (10) business days after receipt of the grievance by the Chief Probation Officer.

3. If the Chief Probation Officer or their 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.

Section 8.            Arbitration

1. Within thirty (30) business days from the receipt of the written decision of the department head, or their designated representative, SEIU, Local 721 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 these specific Terms and Conditions 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 their 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 Administrative Office, or any other County Department, agency, or commission, unless the arbitrator, in their 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 SEIU, Local 721 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 the County's Employee Relations Commission, with a copy thereof simultaneously transmitted to County's Chief Executive Officer and 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 the arbitrator 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 the 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. If 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 these Terms and Conditions.
  
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 these terms and conditions.

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

Renegotiation

Safety and Health

Payroll Deductions and Dues

Authorized Agents

Provisions of Law

Workplace Retraining

New Employee Orientation

ARTICLE 11            GRIEVANCE MEDIATION

1. This procedure is an alternate dispute resolution and does not supersede the provision of Article 10, Grievance Procedure.
2. Only those grievances which meet the requirements for submission to arbitration pursuant to Article 10, Section 8, can be submitted to grievance mediation. Both SEIU, Local 721, and Management must mutually agree to submit a qualifying grievance to mediation.
3. After completion of the third level of the grievance procedure and by mutual agreement, either Management or SEIU, Local 721, may request the assistance of a mediator from the State Mediation and Conciliation Service to resolve the grievance. The grievance mediation session shall begin as soon as practicable consistent with the mediator's schedule.
4. 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, SEIU, Local 721, 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 provisions of this Article shall not be subject to arbitration.

ARTICLE 12            GRIEVANCES - GENERAL IN CHARACTER

In order to provide an effective mechanism whereby disagreements between the Joint Council and Management concerning the interpretation or application of any of the provisions of these Terms and Conditions affecting the rights of the Joint Council, Management, 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 Joint Council has reason to believe that Management is not correctly interpreting or applying any of the provisions of these Terms and Conditions, the Joint Council 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 to discuss and attempt to resolve the disagreement.

- B. Within ten (10) business days of such meeting, and if the matter is not satisfactorily resolved, the Joint Council shall have the right to meet with the principal representative(s) of the County with the authority to resolve the matter. For purposes of this provision, Management's principal representative(s) shall mean the County Department Heads with the authority to resolve the matter or their authorized representatives, including the Chief Executive Officer or their authorized representative.
- C. Within ten (10) business days after the meeting, Management's principal representative(s) shall respond to the Joint Council 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 10
- E. , the disagreement may be submitted to arbitration in accordance with the provisions of Section 8 of Article 10 of these Terms and Conditions.

It is further understood that this Article is not intended as a substitute or alternative for the grievance procedures set forth in Article 10 of these terms and conditions. Instead, this Article is intended to provide a procedure to resolve disagreements

affecting the rights of the Joint Council or Management, or disagreements arising from the application of these Terms and Conditions affecting the working conditions of a significantly large number of employees in the unit, as distinguished from the rights of individual employees.

Accordingly, 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 10 hereof.

ARTICLE 13            EXPEDITED ARBITRATION

1. This is an alternate to the procedure set forth in Section 8, Arbitration, of Article 10, Grievance Procedure and will only be utilized upon mutual written agreement of the Joint Council and Management.
  
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 that directly concern or involve the interpretation or application of the specific terms and provisions of Terms and Conditions 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 the County's Board of Supervisors, unless the arbitrator, in their discretion, finds it necessary to interpret or apply such state or local law 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 their 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 Joint Council and Management shall select an arbitrator from the panel of arbitrators provided to them 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 Joint Council and Management. 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. When an expedition arbitration process has been agreed to by the Joint Council and Management, there shall be 1) no stenographic record of the hearing made, 2) no representation by counsel except for in-house staff counsel, and 3) no post-hearing briefs.

5. The arbitrator selected shall hear the grievance(s) within ten (10) working days of their 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 these Terms and Conditions.
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 expedited arbitration 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:

Purpose

Recognition

Non-Discrimination

Implementation

Renegotiation

Safety and Health

Payroll Deductions and Dues

Authorized Agents

Provisions of Law

Workplace Retraining

New Employee Orientation

ARTICLE 14            PAYROLL DEDUCTIONS AND DUES

Section 1.            Deductions and Dues

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, semi-monthly by Management from the salary of each employee covered where the union has authorization 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 these Terms and Conditions or at any time subsequent to the effective date of these Terms and Conditions shall continue to have such dues deduction made by the County while these Terms and Conditions remain in effect; provided, however, that any employee in the Unit may terminate such Union dues during the period twenty-one day period preceding the employee's date of hire anniversary while these Terms and Conditions remain in effect, 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 inform a member of their dues termination period upon request. 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 will furnish the Union with a semi-monthly list of employees/separations. The list shall contain the name, employee number, item step, salary rate, classification, title, item number, item sub, work location, latest hire date job appointment date, work phone number, home phone number, and home address of all employees covered by these Terms and Conditions. The semi-monthly list shall also contain information which includes the names and effective dates of employees leaving this Bargaining Unit. The County will furnish the Union with a semi-monthly list of employees who are in a no-pay status.

ARTICLE 15            NEW EMPLOYEE ORIENTATION

Subject to prior approval of the Department Head, the Joint Council representatives shall be notified of and participate in new employee orientation on County time for the sole purpose of providing employees information regarding the Joint Council membership.

This Article shall be subject to advisory arbitration.

ARTICLE 16            MANAGEMENT RIGHTS

It is the exclusive right of the County to determine the mission of each of its constituent departments, boards, and commissions, set standards of services to be offered to the public, and exercise control and discretion over its organization and operations. It is also the exclusive right of the County to direct its employees, take disciplinary action for proper cause, relieve its employees from duty because of lack of work or for other legitimate reasons, determine the methods, means and personnel by which the County's operations are to be conducted, to reorganize any county department while these Terms and Conditions are in effect; however, Management shall at the earliest time possible meet and confer with the Union on the impact of any decision to reorganize when such issues are not covered by Civil Service rules or these Terms and Conditions; 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 17        MODIFICATIONSSection 1.

While these Terms and Conditions are in effect, 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 Joint Council 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 Stenographer or Truck Driver.

Any agreement, resulting from such negotiations shall be executed in writing by the Joint Council and Management, and if required, approved, and implemented by County's Board of Supervisors. If a disagreement exists 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 2.

Nothing herein shall limit the authority of Management to make necessary changes required during emergencies. However, Management shall notify the Joint Council 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 3.

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 4.

The County will advise SEIU, Local 721 when there is a need to utilize DSW workers and share centralized recruitment communications for departmental personnel. In addition, when feasible, the County will make every effort to provide the Union with the ability to consult over communications.

ARTICLE 18 PROVISIONS OF LAW

These Terms and Conditions are 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 the County's Civil Service Commission, Employee Relations Commission, or similar independent commissions of the County. If any part or provision of these Terms and Conditions are 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 these Terms and Conditions shall not be affected thereby.

ARTICLE 19            CONTRACTING OUT AND CONTRACTING IN

Section 1.            Los Angeles County-SEIU Local 721 Contracting-in Committee

The County and the Union shall form a joint labor management committee to discuss minimizing the contracting out of work needed for the County, and to discuss steps to contract-in for this needed work. The Committee shall engage in discussions to:

- Explore establishing workload forecasting by County departments;
- Examine barriers that have previously led to contracting out, such as hiring challenges, and identify solutions to eliminate those barriers;
- Identify opportunities for contracting-in;
- Explore what specific positions can be brought in-house and a potential target timeframe to do so for each of these positions;
- Address other issues or topics as mutually agreed to.

The Committee shall be comprised of six (6) Union representatives and six (6) County representatives. The Committee shall meet as frequently as needed, and work release time is to be provided subject to operational needs. Release time for each member shall be limited to no more than 16 hours per month unless otherwise mutually agreed to.

Section 2.            Contracting Out

If the County desires to contract out Proposition A services that have been historically or traditionally performed by Union-represented employees, the County shall notify the Union and the Los Angeles County-SEIU, Local 721 Contracting-In Committee no later than thirty (30) days prior to issuance of any invitation to bid, request for statement of

qualifications, request for proposal, grant for services, or amendment to or extension of an existing contract, whichever comes sooner. If SEIU, Local 721 timely demands to bargain over such proposed contract for services, the County shall thereafter comply with any duty to bargain and/or participate in applicable impasse resolution procedures required by the Meyers-Milias-Brown Act.

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 of these Terms and Conditions and will immediately advise the Union of such agreement or law. In addition, the County will consult with the employer absorbing a County function to encourage utilization of affected employees by the new employer.

Prior to the release of a Request for Proposal (RFP), the Department shall provide a copy of the RFP to SEIU, Local 721, and, in coordination with the Chief Executive Office Employee Relations Division, offer to meet and consult with the Union within fifteen (15) business days. Additionally, prior to the release of any Government Code Section 31000.4 and Proposition A contract RFP, the parties agree to jointly review and consult on said contracts. The review will include, but is not limited to, the cost savings, service delivery, and the quality-control aspects of the recommended contract(s).

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

### Section 3.            Contracting-In

#### A. Pilot Projects

The County will implement the insourcing pilot projects identified in the Workforce Development Strategies 2018 report. The CEO will provide the Union with regular status updates.

The County recognizes the value of using County employees even for temporary assignments. The County has established the TempLA Temporary Services Registry pilot project. The County will provide the union with regular status updates of the pilot. Upon conclusion of the pilot, the County will meet with the Union to explore its efficacy and expansion.

#### B. Review and Develop for Consideration a Plan to Contract-In

In conjunction with the findings of the Contracting-in Committee and in accordance with the July 16, 2019 BOS directive, the County will review and develop a 3-year

phased-in plan for bringing positions in-house, including the identification of barriers for doing so, and develop preliminary recommendations to address these barriers; and examine potential multi-year funding strategies, if any, to address any incremental cost increases associated with bringing-in previously contracted out positions.

Section 4.                    Information Sharing

To enable the parties to track and monitor contracts submitted to and approved by the Board of Supervisors or their designees, the County will develop a process to share relevant information, which will include a copy of each executed contract and any subsequent amendments; amount of the approved contract; name(s) of contractor(s) and subcontractor(s); duration of the contract; costs encumbered by the County each year for each contract; annual costs for each contract.

Section 5.                    Neutrality in Labor Relations

The County will prohibit contractors from using any consideration received under a County contract to hinder or to further, organization of, or collective bargaining activities by or on behalf of the contractor's employees, except that this restriction shall not apply to any expenditure made in the course of good faith collective bargaining, or to any expenditure pursuant to obligations incurred under a bona fide collective bargaining agreement, or which would otherwise be permitted under the provisions of the National Labor Relations Act or Meyers-Milias-Brown Act.

ARTICLE 20            ALTERNATIVES TO LAYOFFS

Section 1.            Board Policy on Work Force 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 ongoing 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.

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.

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

Section 3.            Civil Service Rules

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

Section 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 reasonable effort to place or, if laid off, rehire such employees prior to using any new Proposition A contract employee provided such County employees are qualified to perform the available work.

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

Section 5.            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 21           EMPLOYEE BENEFITS

The provisions of the Memorandum of Understanding regarding Fringe Benefits, Mileage, and Retirement between the County of Los Angeles and SEIU, Local 721, in effect while these Terms and Conditions are in effect shall apply to employees in this Unit.

Proportional benefits are applicable to full-time, permanent employees who work more than a 40-hour week.

ARTICLE 22            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 Executive Office.

Within ten (10) business days, the Department shall notify an employee in writing of the approval or denial of their 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 23          OUT-OF-CLASS ASSIGNMENTS

### Section 1.    Definition

1. 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<sup>1</sup>, funded position in one class by an individual in another class. 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.
  
2. The bonus amount shall be two standard salary schedules and shall not constitute a base rate. When a class is compensated on a flat rate, the bonus amount shall not exceed 5% of the base rate. Where the difference between the rates of the employee's class and the out-of-class assignment is less than the above bonus, the employee shall receive the rate for the higher class. This bonus is paid pursuant to the conditions described below.

### Section 2.    Conditions

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:

---

<sup>1</sup> \*For the purpose of this article, vacancies due to leaves of absence shall be defined as in County Code Section 6.20.110.

- Appoint the employee according to Civil Service Rules. If the person is appointed within thirty (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 their own class. If such return is made within thirty (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.

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 to meet 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. 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 their 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 these Terms and Conditions MOU.

ARTICLE 24            POSITION CLASSIFICATION STUDY

Section 1.            Definition and Authority

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

Section 2.            Intent

This article is 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 on the acknowledgment of such studies and follow-up reports.

Section 3.            Procedures

A request for a classification study by an employee who believes their 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 thirty (30) days with an explanation. If the employee still believes the request is justified, the employee has the right to resubmit the request to the employee's department, which shall, in turn, schedule and conduct a classification study as defined by the Director of Personnel.

Section 4.            Acknowledgment and Follow-Up Reports

Management will promptly acknowledge all employee-initiated classification study requests. 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 the progress of the study and forward written objections from the employee to either the Director of Personnel or the departmental Personnel Office, whichever is appropriate. It is further agreed that if, within ninety (90) days, no action has been taken on an employee-initiated study, the departmental Personnel Officer or the Director of Personnel shall provide progress reports to the employee and the Union upon the request of either.

The County agrees to provide SEIU, Local 721 notice and consult pursuant to County Code Section 5.04.090 (A) regarding new classifications, the primary duties derived from Local 721 represented classifications. Further, subject to approval of said new classifications by the Board of Supervisors, and upon accretion of said classes to the appropriate bargaining unit, upon the request of Local 721, the County will invite SEIU, Local 721 to negotiate over proposed salaries that it will recommend to the Board of Supervisors for approval. Nothing in this paragraph shall limit Management's authority to classify or reclassify County positions pursuant to Civil Service Rule 5, Classification.

ARTICLE 25 PERSONNEL FILES

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

An employee shall be advised of and entitled to read any written statement by the employee's supervisor or departmental Management regarding their work performance or conduct if such statement is to be placed in their personnel file. The employee shall acknowledge that they have read such material by affixing their signature on the copy to be filed, understanding that such signature merely signifies that they have 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 their 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 shall not be placed in the official 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 violation of a specific provision of these Terms and Conditions.

Management shall not reference any 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. The employee may attach their statement to any document within twenty (20) business days if they choose not to file a grievance regarding such document or within ten (10) business days following final determination if they have filed a grievance regarding such document.

On reviewing their personnel file, an employee may request and have any written warnings issued more than one year prior placed in an envelope and sealed in their 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 their personnel file, may request and have any written warnings or reprimand(s) issued more than two (2) years prior removed from their personnel file except as such may be a part of an official permanent record.

All departments employing peace officers covered by the Peace Officers Bill of Rights shall comply with its provisions.

ARTICLE 26            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 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

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.

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 caregiver (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.            Employee Organization Leave

SEIU, Local 721 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. SEIU, Local 721 may not have more than ten (10) employees in the Bargaining Unit on leave of absence to accept employment with SEIU, Local 721. These leaves are subject to the Civil Service Rules.

The employee must have at least one (1) year of continuous employment with the County. The requested leave shall only be granted if the prime reason for the leave is to conduct SEIU, Local 721 business as it is related to county functions. The leave shall be without County pay or benefits of any kind. In no case shall an individual employee's leave extend beyond a year. Except by mutual agreement, no more than one (1) employee shall be on such leave from any given department.

Section 5.            Family Leave

- A. Employees covered by these Terms and Conditions are subject to the provisions of the California Family Rights Act of 1993 (CFRA), 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. Upon the employee's request, 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 their 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 their regular pay provided the employee deposits their 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.            Other Leaves

Employees covered by these Terms and Conditions are subject to other County authorized leave provisions including but not limited to: military leave, disaster leave,

leave for civil service examinations, and leave for school or child day care program activities.

ARTICLE 27            ENHANCED VOLUNTARY TIME-OFF PROGRAM

Section 1.            Program Description

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

Section 2.            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 administrative 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 their 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 that 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 workday 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 in order to achieve savings.

Section 3.                    Special Unpaid Voluntary Time-Off

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

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

\*\* Retirement Service Credit for plans A-D and Plan 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 28          EMPLOYEE LISTS

SEIU, Local 721 may request a computer electronic text file of the names, gender, employee numbers, item numbers, item title, item sub., department numbers and pay location and home addresses of all employees in the Unit. Every reasonable effort shall be made to provide the electronic text file in the format specified by SEIU, Local 721. Such electronic text file listing may be requested monthly.

Management will make available to each new employee entering the Unit a card furnished by SEIU, Local 721, written as follows:

SEIU, Local 721, has been certified as your majority representative. SEIU, Local 721 is certified to represent you in negotiations with the County on salaries, hours of work, and conditions of employment.

If you want information or wish to join SEIU Local 721, call (877) 721-4968 or see your Union Representative where you work.

SEIU Local 721, 1545 Wilshire Boulevard, Suite 100, Los Angeles, CA 90017

ARTICLE 29          EMPLOYEE PAYCHECK ERRORSSection 1.          Underpayments

Management will rectify a significant underpayment on the employee's payroll warrant within three (3) calendar days, exclusive of Saturdays, Sundays, and legal holidays, after receipt by the Auditor-Controller of a written request from the affected employee's departmental payroll section. An affected employee's departmental payroll section shall, within one (1) business day, forward a written request for a corrected or supplemental pay warrant for the affected employee to the Auditor-Controller. An employee shall be deemed to have waived the above indicated time limits and to have indicated that they are willing to accept an adjustment on the following payroll warrant if they do not request a corrected or supplemental warrant within two (2) calendar days after receipt of the regular payroll warrant, exclusive of Saturdays, Sundays, and legal holidays.

Corrected or supplemental warrants will be sent by regular County messenger service to the employee's departmental payroll section. In emergencies, the departmental payroll section will arrange to have the supplemental or corrected warrant either hand-delivered to the employee or picked up by the employee at the Auditor's public counter.

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

Section 2.            Overpayments

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

County will determine the feasibility of having an affected employee repay an overpayment with accumulated benefits that the employee would be entitled to at termination of employment. County will consult with the Union on this issue within ninety (90) days after implementation of this MOU, in accordance with the Employee Relations Ordinance (5.04.090(A)).

Recovery of more than fifteen percent (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 fifteen percent (15%) per month of disposable income (as defined by State law), except, however, that a mutually agreed-upon acceleration provision may permit faster recovery.

Section 3.            Grievances

Any grievances regarding this Article shall be processed beginning with level three (3) of the Grievance Procedure.

Section 4.            Notice

In the event an employee incurs a significant underpayment in their payroll warrant, and it is determined that the underpayment is due to an error on the part of the County, Management will, upon a formal written request from the employee, provide a standardized letter that states the reason(s) the affected employee's payment was late.

Section 5.            Garnishments

Management shall notify the affected employee of the garnishment of wages and the percentage to be garnished promptly upon receipt by the County of an order to garnish.

Section 6.            Pay Statements When on Leave

An employee off work due to an extended absence does not have access to the eHR Timekeeping and Paycheck record system. Effective October 1, 2018, for any employee whose department is responsible for entering timekeeping, the County, upon request by the employee, will ensure that the employee is mailed a copy of their pay stub through eHR to the employee's residence of record.

ARTICLE 30           EMPLOYEE PARKING

Section 1.           Employee Participation in Regulation XV Plans

The County has an obligation to fulfill employer requirements for traffic reduction under the South Coast Air Quality Management District Regulation XV.

The Union will designate employee representatives at each affected worksite to participate in a Worksite Labor-Management Transportation Committee. The committee shall develop recommendations for new traffic reduction plans or for enhancing existing plans at the worksite. Plans are to include development, implementation, and monitoring of progress. Affected worksite is defined as a work location covered by a Parking Plan presented by Management.

Section 2.           Union Right to Negotiate Traffic Reduction Plans

Recommendations from worksite Labor-Management Transportation Committees shall be implemented no earlier than October 1, 1994. If, at the end of the one-year test period, it is determined that the labor-management parking plan(s) is not effective in meeting the SCAQMD standard for worksite AVR goal, then the County may implement Management proposed plans. If Local 721 wishes to negotiate any such plan it shall notify the County in writing ten (10) business days from receipt of such recommendation. The parties agree to expeditiously undertake such negotiations prior to implementation.

Section 3.            Safe and Adequate Parking

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

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

ARTICLE 31          WORKPLACE RETRAININGSection 1.

The County agrees to establish a training fund in the amount of \$1.5 million in each year of the existing SEIU 721 common language contract. The Department of Human Resources will administer the training budget dedicated to training and/or retraining employees represented by SEIU, Local 721.

Any balance from the Training Fund received from the County for fiscal year 2018-2019 will be forwarded to fiscal year 2019-2020. Any balance from fiscal year 2019-2020 will be forwarded to fiscal year 2020-2021. Any balance from the fiscal year 2020-2021 will be carried over into the next fiscal year. In no event shall the total dollar amount, including any balances from any fiscal year (2018-2019, 2019-2020, 2020-2021, July 1, 2021, to September 30, 2021) exceed \$1.5 million.

The Training Fund and other sources of funding allocated to the County for SEIU, Local 721 members, as applicable, placed in the Training Fund, shall be used to address emerging departmental needs, mitigate workforce reductions, displacement of permanent represented employees, for skills-based training to meet critical department needs and academic-based career development training programs.

Section 2.          Solicitation of Funds

The County will work with Local 721 to seek State and/or Federal Funds available to the County to address retraining needs of employees represented by SEIU, Local 721

adversely impacted as a result of re-engineering/organizational restructuring as ordered by the Board of Supervisors. The County will consult with SEIU, Local 721, regarding its efforts to obtain State and Federal funds for displaced workers affected by layoffs and to partner with SEIU, Local 721, for the joint solicitation of funds as appropriate.

Further, the County will work with SEIU, Local 721, to seek State and Federal funding for workforce training and career skills enhancement for SEIU, Local 721 members. The State and Federal funding received, as approved by the CEO, shall be in addition to the \$ 1.5 million allocated in Section 1.

### Section 3.

There exists a Joint Labor Management Committee (JLMC), composed of eight (8) members selected by management and eight (8) members selected by SEIU, Local 721. The JLMC shall operate as a partnership with shared decision-making about participation, selection, development, implementation, and evaluation of proposed Training Fund programs commensurate with a training implementation plan for each course that shall be developed by the JLMC.

### Section 4.

County paid release time for employees attending these trainings is subject to approval by the CEO. Participants who successfully complete the training may request a lateral transfer across departments to positions for which they have completed training or are otherwise eligible consistent with County policies. Department of Human Resources will

provide appropriate County departments a list of employees who successfully complete each training program for placement consideration.

Section 5.

In each fiscal year, a separate fund of \$250,000 will be set aside to support program administration and the training of the JLMC.

This Article shall be subject to advisory arbitration.

ARTICLE 32SEIU, LOCAL 721 COUNTY-WIDE JOINT LABOR-  
MANAGEMENT COMMITTEE

There exists an SEIU, Local 721 County-wide Joint Labor-Management Committee that was established to consult in accordance with the Employee Relations Ordinance [5.040.090 (A)] on productivity enhancement, training, bilingual staffing, clerical classification structure, contracting out, childcare, and other issues of mutual concern.

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 all Local 721 Units shall be appointed by the Executive Director, SEIU, Local 721.

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

ARTICLE 33          WORK ACCESS

Authorized Joint Council representatives shall be given access to work locations during working hours to investigate and process grievances, observe working conditions, and post bulletins on bulletin boards. Joint Council representatives desiring access to a work location hereunder shall state the purpose of the visit and request authorization from the Department Head or their designate for a reasonable amount of time before the intended visit unless the parties mutually agree to waive notice. Joint Council agrees that its representatives will not purposely interfere with the operations of departments or any facility thereof.

SEIU, Local 721, shall give to each Department Head and the Chief Executive Officer of the County of Los Angeles a written list of all authorized representatives, which list shall be kept current by SEIU, Local 721. Access to work locations will only be granted to representatives on the current list.

ARTICLE 34      BULLETIN BOARDS

Management will furnish adequate bulletin board space to the Joint Council, where there are existing bulletin boards for the employees in this Unit and where adequate bulletin board space has not yet been made available. Bulletin board space will be visible and accessible.

The boards shall be used for the following subjects:

1. Joint Council, recreational, social, and related SEIU, Local 721, news bulletins;
2. Scheduled Joint Council meetings;
3. Information concerning Joint Council elections or the results thereof;
4. Reports of official business of the Joint Council, including the Joint Council Newsletters, reports of committees or the Board of Directors; and
5. 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 twenty-four (24) hours, excluding Saturday, Sunday, and legal holidays from the receipt of the material and the request to post it. Failure to do so will be considered approval to post the material.

The designated representative will approve all reasonable requests.

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

ARTICLE 35 SAFETY AND HEALTH

Section 1. Parties' Responsibilities

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

Joint Council will cooperate by encouraging all employees to perform their work in a safe manner. It is the duty of all employees in the course of performing their regularly assigned duties to be alert to unsafe and/or unhealthy practices, equipment, and conditions and to report any such unsafe and/or unhealthy practices or conditions to their immediate supervisors.

If such condition cannot be satisfactorily remedied by the immediate supervisor, the employee or 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, Joint Council may consult with the Chief of Disability Benefits, Health, and Safety of the Chief Administrative Office or their designate. A representative of such branch shall respond to the department head and Joint Council within ten (10) days. If Joint Council is not satisfied with the response of the Chief of Disability Benefits, Health and Safety, the issue may be taken within ten (10) days to arbitration as set forth in Article

10. During such ten (10) days consultation between the department head and Joint Council will take place.

Section 2.            First Aid Kits

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

Section 3.

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.

ARTICLE 36            ELECTRONIC HUMAN RESOURCES (E-HR)

The established Joint Labor Management Electronic Human Resources committee will work collaboratively on implementation of major e-HR system changes/updates.

If it is determined that it is necessary for the County to make changes to e-HR, the County will notify SEIU, Local 721, in writing at least 90 calendar days prior to making such changes of any impact the proposed changes may have on wages, hours or other terms and conditions of employment. If SEIU, Local 721 wishes to negotiate with the County regarding the impact of any such system changes on wages, hours, or other terms and conditions of employment, SEIU, Local 721 shall notify the County within 30 calendar days from receipt of such notice. Negotiations shall commence within ten (10) working days from receipt of SEIU, Local 721's demand to negotiate, and shall be subject to the provisions as set forth in the Employee Relations Ordinance. However, such negotiations, excluding impasse procedures, shall not exceed 45 days unless mutually agreed by the parties.

ARTICLE 37 PERSONNEL PRACTICESSection 1.

The Labor-Management Committee was established to consult on personnel practices. The Committee consists of five (5) representatives selected by the County and five (5) representatives by SEIU, Local 721. The Chief Executive Officer will designate a representative from CEO/Employee Relations and Department of Human Resources who have authority to resolve issues. The Committee will meet quarterly and consult on Countywide personnel practices including, but not limited to, performance evaluations, appraisals of promotability, grievance, arbitration, appeal processes, and resolution and payment of awards. The Committee will discuss practices regarding retention of discipline in personnel files and whether or how historic discipline is used or cited in future disciplinary actions.

Section 2. Dignity and Professionalism in the Workplace

1. The Union and Management are committed to working together to ensure a healthy and professional work environment free from emotional and psychological abuse and intimidation and to promote dignity for all workforce members.
2. The Union and Management will work together to develop a training program open to managers and SEIU, Local 721 represented employees through the Workforce Development Program, the Million Dollar Training Fund, and/or other sources of funding designated to promote dignity, prevent, and reduce intimidation and other forms of emotional and psychological abuse in the workplace and create awareness of its negative impact.

3. Labor and Management are committed to working together to address complaints of intimidation and other forms of emotional and psychological abuse in the workplace in a timely manner.
  
4. The County Department of Human Resources is committed to working with the Union to develop policy to promote dignity and respect at the workplace and to prevent intimidation and other forms of emotional and psychological abuse in the workplace.

Section 3.      Communication through County E-mail

Recognizing that e-mail is a standard medium of business communication, the County will meet with representatives of the Union to consider the feasibility of communication with bargaining unit members through their County e-mail addresses.

The workgroup will present recommendations to the Board of Supervisors for any policy changes.

Section 4.                      Education-Based Discipline

Education-Based Discipline (EBD) is offered when an employee must serve a suspension from duty as a result of some type of policy violation, but rather than serving the suspension days at home with a loss of pay, some or all of those days can be substituted

for a relevant training class or classes. Participation in the program is voluntary for the employee.

The Personnel Practices Committee, defined in Section 1, will meet to discuss the expansion of EBD to all departments in the County.

ARTICLE 38 RE-ENGINEERING AND WELFARE REFORM

The County will consult pursuant to Employee Relations Ordinance [subsection 5.04.090(A)] on Re-Engineering and Welfare Reform. Management will meet and confer with Local 721 on the impact of implementing work rule changes specifically related to Re-Engineering and Welfare Reform when such matters are not covered by these Terms and Conditions or Civil Service Rules.

While these Terms and Conditions are in effect, when such work rule changes are implemented, the significant numbers provision (subsection 2) of the Modifications Article shall not apply to matters subject to Re-Engineering/Welfare reform impact negotiations within Department of Health Services or Department of Public Social Services.

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

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

ARTICLE 39      WORK HOURS AND SCHEDULE

## Purpose

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

## A. Work Week

For the purpose of computing overtime, the work week for employees in this Unit is 40 hours of work in a seven consecutive day period as defined by Management.

For the purpose of work schedules, the following are the current work schedules:

1. Field Services and Administrative Services employees shall be assigned to a work schedule of a 40-hour week consisting of five consecutive eight (8)-hour workdays, with the understanding that the basic days of work will be assigned Monday through Friday, 8:00 a.m. through 5:00 p.m., exclusive of lunch periods, except upon mutual agreement between Management and the employee(s).
2. Employees assigned to Probation camps shall be assigned to a 56-hour work schedule. For these Terms and Conditions, two (2) 8-hour periods of sleep time, as defined by FLSA, will be deducted from hours worked for overtime purposes. Employees assigned to Camp Headquarters, Specialized Staff Assignments, and Movement and Control at the Challenger Memorial Youth Center may be required to work a 40-hour work schedule. A 40-hour work schedule will be posted as such for bidding purposes.

A 56-hour employee shall be entitled to 4 2/3 days off except upon mutual agreement between Management and the employee(s).

3. Juvenile Hall employees shall be assigned to 40-hour workweek schedule consisting of five (5) consecutive 8-hour workdays, exclusive of lunch periods, except upon mutual agreement between Management and the employee(s).
4. Supervising Transportation Deputies shall be assigned a 40-hour workweek schedule consisting of five (5) consecutive 8-hour workdays, exclusive of lunch periods (excepting STD's assigned to dispatch duties) to be worked on regularly assigned shifts with a specified starting and quitting time.

#### B. Work Shifts

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

### C. Saturday and Sunday Schedules

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

### D. 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.

E. Nothing herein shall be construed to affect in any manner whatsoever irregular workday or workweek assignments required for the maintenance of necessary operations. Probation Management agrees to give notice one year prior to changing the shift of a 56-hour camp employee to a 40-hour week, except upon mandated requirements or mutual agreement.

F. When an employee works in excess of their regularly scheduled work hours in a day, Management may direct the employee to take off an equivalent number of hours during the same work week. Management will make reasonable efforts to accommodate an employee's choice of the equivalent number of hours to be taken off in the same work week.

### G. 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 overtime payment under the Act.

#### H. Mealtime Coverage

1. When Field Services personnel are assigned to duties of Officer-of-the Day, such employees will be relieved from that duty for their lunch period.
2. Camp and juvenile hall employees will be provided with meals if no mealtime relief can be provided during their working hours.
3. When Field Services personnel are assigned to duties of Supervising Deputy Probation Officer of the Day and/or Acting Director, it is the responsibility of the office head to provide relief coverage for such employees for their lunch period.

#### I. Rest Periods

Employees covered hereunder will be granted rest periods by Management as follows:

- A. Two 15-minute periods during an eight-hour shift.

- B. Supervising Transportation Deputies will be allowed one 15-minute rest period during each four continuous hours of work.

ARTICLE 40 REASSIGNMENTS

Employees shall be assigned by the Probation Officer to vacant assignments within the Unit in accordance with the following procedures:

- A. When vacancies occur in a position in the employee's classification within the representation unit, appropriate, timely notices will be posted on bulletin boards advising of the vacancy.
- B. Employees seeking reassignment to any vacancies shall have the right to submit a written request to the Probation Department's personnel office for assignment to any such vacancy within five (5) working days after the posting of said notices as provided for herein above. Any employee reassigned or promoted in the class of Supervising Deputy Probation Officer shall not be eligible for further reassignment for two years except by mutual agreement. Employees who have not graduated from an accredited four-year college shall not be eligible for reassignment to the Supervising Deputy Probation Officer position.
- C. In considering requests for reassignments, Management shall select one of the three most senior applicants provided that the last performance evaluation of record is competent or better.

If the most senior employee(s) are not selected, they will be notified, and the reason for their rejection will be reviewed.

The employee selected for reassignment under the provisions of this Article shall be notified of the effective date of such reassignment within seven (7) calendar days of their selection. Such date should be no more than 14 calendar days after Management has notified the employee of their selection.

If Management cannot affect the employee's reassignment within the time period specified above, Management shall discuss the reasons for the delay of the reassignment effective date with the employee.

- D. For purposes of this Article, seniority shall be based upon service in the employee classification involved or a previously held higher-level classification within the Probation Department, including time spent on authorized leaves of absence.

In the event two or more employees have equal seniority in the employee classification involved, then preference shall be given to the employee having greater seniority in the Probation Department.

- E. Management's selection of employees to specialized staff assignments of staff assistant, staff training, affirmative action, program development, research, budget, and personnel services, as well as to pilot, experimental, specialized, grant, or contract programs, shall not be subject to the seniority provisions of Sections C and D of this Article. The two-year rule cited in Section B above shall not apply to employees assigned to the above-referenced assignments or programs.

When Management wishes to add to the above-specialized staff assignments and the programs listed above, it will notify the Joint Council. If the Joint Council wishes to negotiate with Management regarding such addition, the Joint Council shall notify Management's authorized agent within five (5) working days from receipt of such notice.

Management will interview candidates who bid for specialized staff assignments until a person is selected for the position. If Management does not select any of the candidates interviewed, Management may, after consultation with the Union, as defined in the Employee Relations Ordinance, promote a qualified person to the vacant asterisk position. Any person so promoted must be reachable on the applicable eligible list.

- F. It is understood that except for disciplinary reasons and/or extraordinary circumstances (e.g., staffing overages), an employee who is otherwise

performing competently will not be reassigned or transferred to accommodate an employee with greater seniority.

- G. If after consulting with Management it is determined that a staffing overage exists and that the reassignment of Supervising Deputy Probation Officer(s) cannot be filled through the bidding process listed in Paragraphs A, B, C, and D of this Article, then such reassignment will be based upon seniority in grade at the location where the staffing overage exists. Persons reassigned pursuant to this paragraph will not be held to the two-year rule listed in Paragraph B of this Article.
  
- H. Notwithstanding the preceding provisions of this Article, Involuntary Transfers may occur due to emergency or to address staffing or operational needs of the Department. The Chief Probation Officer shall consider the nature of the emergency, staffing, or operational needs when determining the necessity for Involuntary Transfer.

ARTICLE 41 SPAN OF SUPERVISIONSection 1.

The County will maintain operations in the Probation Department on the basis of the budgets established by the Board of Supervisors while these Terms and Conditions are in effect.

If Management determines that it is necessary to permanently change the span of supervision while these Terms and Conditions are in effect, it will notify the Joint Council. If the Joint Council wishes to negotiate with Management regarding the proposed changes, the Joint Council shall notify Management's authorized agent within five (5) working days from receipt of such notice. If agreement is not reached within fifteen (15) days, Management may implement such proposed changes as it considers appropriate subject to the Joint Council's right to use the provisions of the grievance procedure of these Terms and Conditions to resolve the dispute between the parties.

It is agreed that the provisions of this Article are not intended to apply to temporary changes in the span of supervision required by operational requirements.

To the extent practicable, Management will accomplish any necessary workforce reductions in this Unit through attrition rather than layoffs and reductions.

Upon request of the Joint Council, Management will undertake a comprehensive survey of its respective bureaus at six (6) month intervals to adhere to this article.

Section 2.

Span of Supervision will be maintained as follows:

Field: 1-10;

Juvenile Hall: 1-12;

Camps: 1-12;

Transportation: 1-10.

ARTICLE 42       CONSULTATIONS

The Probation Department's Management representative, upon the request of the Union's principal representative or a designated alternative representative, will meet with the Union on County time to consult concerning the Union's specific inquiries or suggestions and to exchange information relating to:

1.     The development of all educational programs pertinent to the employees in this Unit.
2.     Standards of professional work practices for employees in this Unit.

ARTICLE 43        TRAINING

Management recognizes the importance of training employees, and Management agrees to provide the following training to all members of this bargaining unit:

1.     Basic Supervisory training
  
2.     Basic transfer training when an employee is reassigned to a function in which he has had no prior experience during the 18 months immediately preceding the transfer.

Management will make every reasonable effort to provide such training within 60 days of the effective date of the transfer.

ARTICLE 44            JOINT COUNCIL REPRESENTATION

Section 1.            Stewards

- A.     Management recognizes that SEIU, Local 721 Shop Stewards are the official on-site representatives of the Union and further acknowledges that no Steward shall be discriminated against because they exercise their rights and duties under the MOU.
  
- B.     Management will recognize stewards and alternate stewards upon receipt of a written list of the names and locations of employees selected as stewards. Such list will be kept current by the Joint Council. The number and location of stewards will be determined by agreement between the department Management and the Joint Council (see Appendix "A").
  
- C.     Stewards will be permitted reasonable time off without loss of pay for the investigation and processing of grievances.

Section 2.            Chairperson and Grievance Officer

- A.     Management will recognize a Chairperson and a Grievance Officer for the Joint Council upon receipt of the names and locations of the persons selected as the Chairperson and Grievance Officer.
  
- B.     The Grievance Officer will be allowed reasonable time off without loss of pay to perform their responsibilities of investigating and processing grievances.

- C. The Chairperson will be allowed reasonable workload relief to perform the functions of their position.
  
- D. Union officials and stewards of SEIU, Local 721, from the SDPO Association will be allowed reasonable time off without loss of pay to perform the responsibilities of their positions.

Stewards – Whenever investigation or processing of formal grievances is to be transacted during work hours, only the amount of time necessary to bring about a prompt disposition of the matter will be utilized by stewards. Time spent on the investigation and processing of formal grievances will be recorded on a form provided by Management. When leaving their work locations to conduct such investigations or processing, a steward shall first obtain permission from their immediate supervisor and inform them of the nature of the business. Permission to leave will be granted promptly unless such absence would cause undue interruption of work, in which case the steward will be given a reasonable alternate time. The steward will report back to their immediate supervisor when they have completed the investigation or processing. Prior to entering other work locations, stewards shall inform the cognizant supervisor of the nature of their business. Permission to leave the job will be granted promptly to the employee involved unless such absence would cause undue interruption to work. If the employee cannot be made available, the steward will be informed of a reasonable time when the employee will be available.

Officials – Union officials holding positions other than shop steward as designated by the Joint Council will be allowed reasonable time off without loss of pay to perform the responsibilities of their positions, which may include, but are not limited to: participating in joint labor-management meetings; internal meetings with union membership; and conducting other union-related business. Management will recognize officials upon receipt of a written list of names, union titles, and locations of employees selected by the Joint Council as officials. Such list will be kept current by the Joint Council.

Requesting reasonable time off for such duties: Union officials will make the request to Management as soon as they are made aware of the Union function to be performed. Leave to perform such duties will be granted promptly unless such absence would cause an undue interruption of work.

ARTICLE 45            LABOR/MANAGEMENT ADVISORY COMMITTEE

Section 1.

A Labor-Management Advisory Committee has been established and is comprised of five (5) representatives designated by Management and five (5) employee representatives designated by the Union to address the operations of the transportation office as they apply to the Supervising Transportation Deputy.

The Committee will meet within 90 days of the request from the Union. The Committee shall meet for a period of no longer than 90 days.

Recommendations made by the Committee shall be submitted to the Chief Probation Officer for his consideration. Any recommendation approved by the Chief Probation Officer shall be subject to consultation, as defined by the Employee Relations Ordinance, upon the Union's request, prior to implementation.

Section 2.            Camps Health and Safety Committee

A Labor/Management Committee was established to study and discuss health and safety-related issues endemic to camps facilities and Dorothy Kirby Center, including, but not limited to, the dispensation of medication to wards, emergency medical care by staff, and policies governing paramedical intervention.

The Safety Committee shall consist of five (5) representatives designated by Management and five (5) employee representatives designated by the Union. The Safety Committee will be established within 30 days of receipt of the Union's request.

Recommendations made by the Health and Safety Committee shall be submitted to the Chief Probation Officer for consideration. Any recommendation approved by the Chief Probation Officer shall be subject to consultation, as defined by the Employee Relations Ordinance, upon the Union's request, prior to implementation.

ARTICLE 46          DRESS STANDARDS

While on duty and in the conduct of County business, employees shall be appropriately attired for their assigned worksite, specific tasks, and contact with the Courts and public generally.

ARTICLE 47            UNIFORMS

Nothing herein shall be construed to modify in any manner the uniform policy or standards in the Probation Department, nor shall anything herein be construed as a waiver of Management's right to establish, change, or otherwise modify uniform standards and dress codes.

Section 1.            Wearing of Uniforms

At the discretion of Management, employees shall be required to wear uniforms in the performance of their job duties.

Section 2.            Initial Issue of Uniform Clothing

Each permanent employee (hereinafter, employee) in this bargaining unit; and any new employee promoted or transferred on an item in the bargaining unit, required by Management to wear a uniform shall have an initial issue of the following uniform:

Clothing:    5 short-sleeve shirts  
                   5 trousers  
                   1 field jacket with liner (one-time issue only) 1 belt  
                   1 set of boots  
                   5 rank insignias and emblems (if applicable) 5 sets of shoulder  
                   patches  
                   1 identification card

Only specific articles of uniform that Management requires employees to wear shall be furnished. Employees may purchase additional uniforms or specific uniform items as approved by Management from an authorized dealer designated by Management.

Department-issued Uniforms shall be authorized for use only while an employee is on duty.

### Section 3. Uniform Replacement and Maintenance

#### 1. Replacement Items

Uniform items damaged during the course of employment shall be replaced at the discretion of Management.

Employees in this bargaining unit shall be responsible for replacing each uniform item previously issued and considered substandard under the Department's uniform policy guidelines. Uniform items may be replaced by Management as needed, except where such replacement is due to unauthorized use or improper or substandard care.

#### 2. General Provisions

Department Management will be the sole determinant as to the standard uniform issue for all employees in the Unit and the need for replacement due to normal wear. Employees in the Unit shall be responsible for the laundry, care, and maintenance of their own uniforms.

Section 4.                    Uniform Replacement and Maintenance Allowance

Permanent employees in this Unit and employed on December 31, 2006, shall be entitled to a lump sum payment of five hundred dollars (\$500.00) in lieu of the uniform items previously issued. Such payment shall be made between April 1, 2007, and April 15, 2007, by separate payroll warrant.

In addition to the above, permanent employees in this Unit and employed on November 1, 2007, shall be entitled to a lump sum payment of five hundred dollars (\$500.00) in lieu of the uniform items previously issued. Such payment shall be made between December 1, 2007, and December 15, 2007, by separate payroll warrant.

Permanent employees in this Unit and employed on November 1, 2008, shall be entitled to a lump sum payment of five hundred dollars (\$500.00) in lieu of the uniform items previously issued. Such payment shall be made between December 1, 2008, and December 15, 2008, by separate payroll warrant.

Permanent employees in this Unit and employed on November 1, 2015, shall be entitled to a lump sum payment of six hundred fifty dollars (\$650.00) in lieu of the uniform items previously issued. Such payment shall be made between December 1, 2015, and December 15, 2015, by separate payroll warrant.

Permanent employees in this Unit and employed on November 1, 2016, shall be entitled to a lump sum payment of seven hundred fifty dollars (\$750.00) in lieu of the uniform items previously issued. Such payment shall be made between December 1, 2016, and December 15, 2016, by separate payroll warrant.

Permanent employees in this Unit and employed on November 1, 2017, shall be entitled to a lump sum payment of eight hundred fifty dollars (\$850.00) in lieu of the uniform items previously issued. Such payment shall be made between December 1, 2017, and December 15, 2017, by separate payroll warrant.

The uniform allowance shall not constitute a base rate.

Section 5.            Return of Uniform and Uniform Items

In the event any employee in the Unit terminates from County service within six (6) months of the initial issue of such uniforms and uniform items, they must return them to the Department, and in all cases upon termination from the Department or County service, or transfer from one department to another department, the employee must return all issued uniforms and uniform items listed in Section 2.

ARTICLE 48

## OVERTIME

Section 1.Compensation

Overtime shall be compensated as follows:

1. 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 Acts, 29 U. S. C. §201, et seq. Hours worked do not include time for which persons are compensated but do not actually work, including but not limited to, sick leave and vacation pay with the exception that those hours paid during a workweek for a regular County holiday will be counted in calculating hours worked for overtime purposes.
2. The County will pay employees for any overtime worked at a rate of one and one-half (1.5) times their regular rate of pay. Regular rate of pay shall be calculated as provided for by the Fair Labor Standards Act.
3. An employee may elect compensatory time off, in lieu of pay, at a rate of one and one-half (1.5) hours for each hour of overtime to a maximum of 320 hours worked. The employee may request this option when the employee works overtime. Management shall not decide to order or authorize overtime based on the employee's preference or pay or compensatory time off.

Section 2.            Usage of Earned Compensatory Time

With prior approval of Management, new accumulated compensatory time not used during the calendar year in which it is earned may be carried over for up to one year, not to exceed 480 hours of new accumulated compensatory time. Compensatory time not used within the above period shall be paid to the employee as provided by the Fair Labor Standards Act rather than lost. Employees shall not be directed by Management to take non-FLSA compensatory time off without at least ten (10) business days' notice, nor be denied a timely request to take such time off.

Section 3.            Distribution of Overtime

Management shall assign overtime as equitably as possible among all qualified employees in the same classification in the same organizational work 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.            Savings Clause

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

Section 5.

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

ARTICLE 49 SPECIAL PAY PRACTICESSection 1. Call Back

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

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

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

Section 2.            Night Shift Differential

Any employee in the Unit who is assigned to a regularly scheduled evening or night shift as defined in Section 6.10.020 of the County Code shall receive, effective July 1, 1982, a per hour bonus of 45 cents for each hour worked during said shifts. Effective October 1, 2017, the Night Shift Differential shall increase to 90 cents per hour for each hour worked during said shifts.

Section 3.

Supervising Deputy Probation Officers employed under this Article who are assigned to work in probation camps and who are scheduled to perform Acting Director duties in addition to their regular duties; and Supervising Detention Services Officers or Supervising Deputy Probation Officers assigned to a juvenile hall who are assigned full time as "Officer of the Day"; and Transportation Deputy Supervisors and Supervising Transportation Workers who are regularly assigned as Dispatchers, shall receive sixty dollars (\$60.00) per month. In order to receive compensation as Acting Director under this article, camps Supervising Deputy Probation Officers must be specifically assigned as the Facility Shift Supervisor on the 6am-10pm shift or the overnight shift and be expected to perform Acting Director duties in addition to their regular duties. The Acting Director duties include full responsibility for the safety and security of the camp, juveniles, and staff in the absence of the Director or Assistant Director. These duties include, but are not limited to: responding, assessing, and acting upon all medical and safety emergencies; deploying staff to contain all medical and safety emergencies; and ensuring

that proper and appropriate notifications are made in a timely manner to emergency services, partner agencies, and executive staff.

Section 4.

Effective July 1, 2000, Supervising Detention Services Officers and Supervising Transportation Deputies that have a span of supervision that exceed historically established span of supervision ratios shall receive a flat rate monthly bonus of \$150.00 for each month supervisory ratios exceed contractual requirements.

Section 5.            Standby Pay

Any permanent full-time employee assigned to standby status as defined by section 6.10.120 of the County Code, shall receive additional compensation of five dollars (\$5.00) per hour, not to exceed a maximum of one thousand dollars (\$1000.00) per month.

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

ARTICLE 50 SALARIESSection 1. Recommend Salary Adjustment

The County's Board of Supervisors adopted and implemented the following salaries applicable to employees in the unit effective on the dates indicated.

ITEM		EFFECTIVE			MINIMUM	MAXIMUM
NO	CLASSIFICATION	DATE	NOTE	SCH	RATE	RATE
8610	SUPVG DEPUTY PROBATION OFFICER	CURRENT	NWO	102D	6706.91	9038.36
		07/01/2022	NWO	104D	7080.64	9541.91
		07/01/2023	NWO	105F	7311.45	9852.82
		07/01/2024	NWO	106H	7549.82	10174.00
8659	SUPVG DETENTION SERVICES OFFICER	CURRENT	NWO	100F	6384.64	8603.36
		07/01/2022	NWO	102F	6740.18	9083.27
		07/01/2023	NWO	103H	6959.64	9379.00
		07/01/2024	NWO	104K	7185.91	9683.73
8627	SUPVG TRANSPORTATION DEPUTY, PROB	CURRENT	NWO	100F	6384.64	8603.36
		07/01/2022	NWO	102F	6740.18	9083.27
		07/01/2023	NWO	103H	6959.64	9379.00
		07/01/2024	NWO	104K	7185.91	9683.73
8999	SUPVG TRANSPORTATION WORKER, DCS	CURRENT	NWO	91E	4989.45	6723.55
		07/01/2022	NWO	93E	5268.00	7098.18
		07/01/2023	NWO	94G	5439.18	7329.55
		07/01/2024	NWO	95J	5615.82	7568.36

In the event it becomes necessary for the County to use funds from its reserves for operational purposes, or in the event of an unanticipated event or natural disaster which

results in the Board of Supervisors declaring a fiscal emergency, the County shall have the right to reopen this provision.

BU 702 members will receive a bonus of \$1375 for full time bargaining unit members and \$700 for part time employee members payable within 45 days of the effective date of these terms.

#### Additional Salary Step

Effective July 1, 1994, a sixth step was added to the salary range for each classification in this unit. This sixth step shall be two standard schedules (approximately 5.5%) above the fifth step for each classification.

#### Longevity Bonus

Effective	07/1/06	Completion of 19 years of service	3% (12 Levels)
Effective	01/1/07	Completion of 24 years of service	4% (16 Levels)
Effective	07/1/07	Completion of 29 years of service	4% (16 Levels)

Longevity Pay is cumulative and shall constitute a base rate.

(Under same conditions and eligibility criteria as DPO's in BU 701.)

#### Section 2.

1. Management agrees to maintain, at minimum, current salary differentials between the 701 and 702 units for the term of this agreement.

Effective April 1, 2007, salary differentials will be adjusted 2%.

2. Additionally, Management, at the request of the Union, will post a promotional examination for the position of Supervising Deputy Probation Officer (861OA) only for those employees in the classes of Supervising Detention Services Officer (8659) and Supervising Transportation Deputy, Probation (8627) who possess a four (4) year degree from an accredited college or university, and who have worked at least three (3) years in their respective classes.
3. Appointments to the position of Supervising Deputy Probation Officer will be made alternately from the corresponding bands of the list created by this exam and any existing SDPO promotional list.

Section 3.            Step Advances

1. 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.

2. 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.

3. Grievances arising out of this section shall be processed as follows:
  - A. Where no Performance Evaluation has been issued in accordance with Paragraph b. above, the employee may file a grievance with the Department of Human Resources. If the Director of Personnel fails to obtain issuance of such Performance Evaluation within ten days after the grievance is filed with the Department of Human Resources, the employee shall be deemed competent, and the step advance shall be processed within 30 days effective to his step anniversary date.

- B. 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.
  
- C. 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. While these Terms and Conditions are in effect, should any changes be made in the existing categories of Performance Evaluations which adversely impacts the application of this section, the County shall meet with SEIU, Local 721 and renegotiate this section. In the event an agreement cannot be reached through negotiations, the Union may submit the dispute to arbitration. The arbitrator shall issue an award on the step advances as affected by the changes in existing categories of Performance Evaluations.

#### Section 4.

The recommended salaries set forth herein were negotiated in good faith, and said salaries were determined independently of race, gender, age, or national origin.

Section 5.            Salary Guarantee on Reclassification

When an employee holds a position which is reclassified to a lower level and continues in his same assignment, said employee may accept a voluntary demotion and receive the same salary received immediately prior to the reclassification in accordance with County Code provision 6.08.040.

Section 6.            Minimum Wage

All SEIU Local 721 bargaining unit members shall be paid no less than fifteen dollars (\$15.00) per hour by July 1, 2018, according to the following schedule:

On July 1, 2016, all bargaining unit members paid below ten dollars and fifty cents (\$10.50) per hour shall have their base salary increased to at least ten dollars and fifty cents (\$10.50) per hour.

On July 1, 2017, all bargaining unit members paid below twelve dollars (\$12.00) per hour shall have their base salary increased to at least twelve dollars (\$12.00) per hour.

On July 1, 2018, all bargaining unit members paid below fifteen dollars (\$15.00) per hour shall have their base salary increased to at least fifteen dollars (\$15.00) per hour.

ARTICLE 51           ADVANCED EDUCATIONAL DEGREE BONUS (PROBATION)

Persons who are employed by the Probation Department in a permanent full-time position covered by these Terms and Conditions who have a master's degree from an accredited university will receive a 2% bonus.

The education bonus will become effective the first pay period following written proof provided by the employee to the Probation Department's Human Resource Office in the form of official transcripts.

Whether Supervising Transportation Workers at the Department of Children and Family Services qualify to receive the Advanced Degree Bonus referenced above shall be determined exclusively on a case-by-case basis by the Director of the Department of Children and Family Services in his or her sole discretion.

Compensation pursuant to this section shall not constitute a base rate bonus.

This article is not subject to the grievance and or arbitration provisions of these Terms and Conditions.

ARTICLE 52      ARMINGSection 1.

The intent of the section is to provide information for employees in this unit to initiate a written request to Probation Department Management to be armed due to the nature of their assignment, mutual aid, and protection, and because of potential exposure to undue risk of harm in the performance of their assigned job duties.

Section 2.

The Probation Department shall continue its practice of allowing employees the right to request to be armed in carrying out the duties and responsibilities of their assignments. Probation Management shall develop a departmental written request form for employees to complete the request to be armed. The arming request form shall contain information regarding the nature of the employee's assignment, high risk factors, and other information that the Department may require. The Department will maintain and preserve records of employee written requests for arming.

Section 3.

The Chief Probation Officer will exercise his discretion to determine whether employees are to be armed that are performing high risk or law enforcement related assignments. All employees that are to be armed must meet the Department's criteria for arming including training, testing, psychological, performance, and other requirements as may be established by the Chief Probation Officer.

Section 4.

This article shall not be subject to the grievance or arbitration provisions of these Terms and Conditions.

ARTICLE 53      ASSIGNMENT BONUS (SDPO)Section 1.      Purpose

The original purpose of this article was to codify existing Chief Executive Office (CEO) approved additional responsibility bonuses received by unit Supervising Deputy Probation Officers (SDPO) in specific assignments identified as of July 1, 2014.

It was not the purpose or intent of this article to expand, reduce, or modify the currently assigned number of positions receiving the assignment bonus as of July 1, 2014.

Additional assignments and classifications have been added to those eligible for an assignment bonus, as enumerated below. The purpose and intent of this article is still to eliminate the requirement for an annual administrative renewal process per Article 25.

Section 2.      Bonus

SDPOs assigned to the below-listed assignments shall receive a 5.5% (22 Level) assignment bonus. The bonus shall continue on an ongoing basis as long as the SDPO remains in the assignment. Upon the SDPO no longer being assigned to the assignment, the 5.5% assignment bonus shall be discontinued forthwith.

Section 3.      Assignments

Effective July 1, 2014, the following assignments were eligible:

- Adult Services Court Officer Team (ASCOT)
- Juvenile Court Services (JCS)

- Camp Onizuka- Youth Offender Block Grant (YOBG)
- Special Enforcement Operation (SEO)
- Armed AB 109 Unit (Not including SDPOs armed by way of “Arm on Request” form)
- AB 109 Revocation Court

Following ratification of the 2018-2021 successor MOU and effective upon Board of Retirement approval, the following assignments will receive a 5.5% (22 Level) bonus as described below:

- Mobile Assistance Team
- Intensive Gang Supervision Program (IGSP)
- Supervising Detention Services Officers who are assigned to Barry J. Nidorf Juvenile Hall and work in units that are part of the “Compound” for at least four (4) full (8-hour) shifts per month.

Following the imposition of these Terms and Conditions in 2024, and effective September 1, 2022, SDPOs or specifically identified classifications assigned to the following additional assignments will receive a 5.5% (22 Level) bonus:

- Child Trafficking Unit
- SDPOs supervising DPO II, Field staff who are monitoring youth with a DJJ recommendation in the community
- SDPOs assigned to AB 109 who are armed and co-located with outside law enforcement agencies and are not already receiving an SEO/armed bonus
- SDPOs who qualify for the “Compound Bonus” as described above

- SDPOs or SDSOs assigned to work in a unit or living facility housing young people with SYTF adjudications who are providing supervision and treatment to said population.

Section 4. (Historical Language)

Employees assigned to Camp Ellis Onizuka and receiving a bonus under sections 1 and 2 above who were displaced through the camp's reassignment closure fair on July 17, 2019, will continue to receive the above-described bonus until one (1) year from the date of the Board of Supervisor's approval of the 2018-2021 successor MOU. This section incorporates a previously-agreed-to-side letter between the parties.

ARTICLE 54            DISCIPLINE JLM AND INVESTIGATIONS

The parties will convene a joint labor-management (JLM) committee focused on the topic of the disciplinary process and methods of affecting corrective action that are alternatives to unpaid suspensions, including the use of Education Based Discipline (EBD).

All personnel investigations will be conducted in accordance with Government Code 3300 et. seq., also known as Public Safety Officer Procedural Bill of Rights (POBR). This provision does not create an additional, contract-based claim for alleged POBR violations.

ARTICLE 55            BACHELOR'S DEGREE BONUS FOR SUPERVISING  
DETENTION SERVICES OFFICERS (SDSOS) AND  
TRANSPORTATION DEPUTY SUPERVISORS (TDS)

A Supervising Detention Services Officer (SDSO) or Transportation Deputy Supervisor (TDS) who is assigned to a Detention Services Hall or Residential Treatment Services Camp in the Probation Department, in a permanent, full-time position is eligible for a 2% bonus, approximately eight (8) standard salary levels if he or she possesses a bachelor's degree and bachelor's degree is from an accredited university.

To receive the bonus, the SDSO or TDS must request the bonus and supply a set of official transcripts to their Department's Human Resources Office. Transcripts or other proof of education previously provided to the Department, whether for promotion or any other reason, will not be considered for bonus eligibility. The bonus will become effective the first pay period following the Department's receipt of the aforementioned transcript.

## APPENDIX A STEWARDS

### Field Services/Special Services

One steward for each area office headquarters. The area office steward will serve the special offices attached to a particular area office or located in the geographic vicinity of a particular office. In addition to this, Work Furlough, IDC, and Administrative Services will each have one steward.

### Detention & Residential Treatment Bureaus

Two stewards for each major detention facility (i.e., Central Juvenile Hall, Los Padrinos, and Barry J. Nidorf Juvenile Hall).

Camp stewards are allocated as follows:

Holton	1	Challenger	1 per camp
Camp Routh	1	Paige and Afflerbaugh	1
Gonzales	1	Rockey	1
Kilpatrick and Miller	1	Munz and Mendenhall	1

This camp steward distribution permits one steward to represent all Supervising Deputy Probation Officers in an adjoining or nearby camp.

## Transportation

One steward shall be permitted for the Transportation Section of the Probation Department.

In addition, Joint Council may designate, and Management shall recognize an alternate steward for each of the aforementioned regular stewards to serve in the absence of said regular steward.