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Fesia A. Davenport

"To Enrich Lives Through Effective and Caring Service"

**ADOPTED**

BOARD OF SUPERVISORS  
COUNTY OF LOS ANGELES

October 21, 2025

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

11 October 21, 2025

EDWARD YEN  
EXECUTIVE OFFICER

Dear Supervisors:

**APPROVAL OF MEMORANDUM OF UNDERSTANDING FOR BARGAINING UNIT (BU) 804  
REPRESENTED BY PROGRAM MANAGERS ASSOCIATION  
(ALL DISTRICTS) (4 VOTES)**

**SUBJECT**

The County of Los Angeles (County) has concluded negotiations for the first Memorandum of Understanding (MOU) with BU 804, Program Managers Association (PMA) in the Child Support Services Department. Following ratification by BU 804 – PMA, we request that the Board of Supervisors (Board) adopt the MOU to formally implement the agreed-upon terms and conditions.

**IT IS RECOMMENDED THAT THE BOARD:**

1. Approve the accompanying MOU for a two-year term from October 1, 2023, through September 2025, for BU 804 - PMA.
2. Delegate authority to execute the MOU on behalf of the County to the Chief Executive Officer.
3. Instruct the Auditor-Controller to make all the payroll system changes necessary to implement the recommendations contained herein.

**PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

On July 11, 2023, BU 804 submitted its initial proposal. By December 1, 2023, the parties had tentatively agreed to 37 of the 38 articles, with salaries remaining unresolved. To address salary concerns raised by BU 804 – PMA, the Chief Executive Office conducted a classification and

compensation study, and recommended an adjustment based on a prior departmental reorganization that had increased the duties of Program Managers.

On April 9, 2025, the County issued its Last, Best, and Final Offer (LBFO), proposing an MOU term through September 30, 2027. BU 804 rejected this term and indicated an intent to pursue an unfair labor practice charge, noting that the parties had previously (in 2023) agreed to a two-year term expiring September 30, 2025. On May 18, 2025, BU 804 signed a modified tentative agreement, accepting the County's LBFO with the shorter 2023 – 2025 term. BU 804 ratified the agreement on June 25, 2025, and returned a fully executed MOU on September 4, 2025.

Although the agreed-upon term has now formally expired, this Board letter seeks approval to officially adopt the terms and conditions of the initial contract between the County and BU 804 - PMA, including, but not limited to, all operational, salary, and pay provisions. Adoption of this MOU is necessary to:

- Authorize and codify the terms and conditions negotiated for the 2023 – 2025 period;
- Establish a baseline for future negotiations with BU 804 - PMA; and
- Provide legal clarity and avoid disputes regarding the application of the terms during the expired period.

Negotiations for a successor agreement are expected to begin immediately following the Board's approval of this initial MOU.

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

The recommended actions support the County of Los Angeles Strategic Plan – North Star 3: Realize Tomorrow's Government Today, Goal G: Internal Controls and Fiscal Sustainability, by maintaining a wage and benefit structure that is fiscally responsible.

### **FISCAL IMPACT/FINANCING**

The provisions of this MOU are within the parameters established by the Board. The terms do not exceed the Los Angeles County Employees Retirement Association's actuarial assumptions. Employees in BU 804 received the cost-of-living adjustments provided to other represented and non-represented employees during the 2023 – 2025 period.

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

This MOU reflects the outcome of good-faith negotiations between the County and BU 804. While the agreed-upon term has expired, Board adoption is recommended to formally recognize the agreement, prevent disputes regarding the terms applied during the period, and establish a foundation for successor bargaining.

Because negotiations for this initial MOU began after the Board authorized salary increases for both represented and non-represented employees from 2022 – 2025, such increases were paid to BU 804 employees during that period.

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

Approval of this MOU will have no adverse impact on current County services.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'Fesia A. Davenport', with a stylized, flowing script.

FESIA A. DAVENPORT

Chief Executive Officer

FAD:JMN:KLW

GK:rfm

Enclosures

c: Executive Office, Board of Supervisors  
County Counsel  
All Department Heads

MEMORANDUM OF  
UNDERSTANDING FOR JOINT  
SUBMISSION  
TO BOARD OF SUPERVISORS  
REGARDING THE PROGRAM MANAGERS  
EMPLOYEE REPRESENTATION UNIT

THIS MEMORANDUM OF UNDERSTANDING, made and entered into this  
21st day of October 2025,

BY AND BETWEEN

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

AND

Program Managers Association (hereinafter  
referred to as "Association")

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ARTICLE 1        RECOGNITION

Pursuant to the provisions of the Employee Relations Ordinance of the County of Los Angeles and applicable State law, Program Managers Association (hereinafter “PMA”) was certified on April 24, 2023, by the County Employee Relations Commission as the majority representative of County employees in Bargaining Unit 804 (hereinafter “unit”) previously found to be appropriate by said Employee Relations Commission. Management hereby recognizes the Program Managers Association as the certified exclusive 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 as Program Managers (PMs), Child Support Services.

## ARTICLE 2            IMPLEMENTATION

This Memorandum of Understanding (MOU) constitutes a mutual recommendation to be jointly submitted to the County Board of Supervisors. It is agreed that this Memorandum of Understanding shall not be binding upon the parties unless and until said Board of Supervisors:

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

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

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

ARTICLE 3            AUTHORIZED AGENTS

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

- A.     Management's principal authorized agent shall be County's Chief Executive Officer or his duly authorized representative Address: 222 North Grand Avenue, Los Angeles, California 90012; Telephone: (213) 974-2404, except where a particular Management representative is specifically designated in connection with the performance of a specified function or obligation set forth herein.
  
- B.     Program Managers Association principal authorized agent for service of process shall be:
  - Executive Board, Program Managers Association
  - 5670 East Washington Blvd
  - P.O. Box 911481
  - Commerce, CA 90091



ARTICLE 4 OBLIGATION TO SUPPORT

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

ARTICLE 5            NON-DISCRIMINATION

The parties mutually recognize and agree fully to protect the rights of all employees covered hereby to join and participate in the activities of the Program Managers Association and all other rights in the Employee Relations Ordinance and Government Code, Sections 3500 through 3511. No employee shall be interfered with, intimidated, restrained, coerced or discriminated against because of the exercise of these rights.

The provisions of this Memorandum of Understanding shall be applied equally to all employees covered hereby without favor or discrimination because of race, color, sex, sexual orientation, gender identity, gender expression, marital status, age, national origin, 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

The term of this Memorandum of Understanding shall commence on the date when the terms and conditions for its effectiveness, as set forth in Article 2, Implementation, are fully met, but in no event shall said Memorandum of Understanding become effective prior to 12:00 a.m. on October 1, 2023. This Memorandum of Understanding shall expire and otherwise be fully terminated at 12:00 midnight on September 30, 2025.

ARTICLE 7 RENEGOTIATION

In the event either party hereto desires to negotiate a successor Memorandum of Understanding, such party shall serve upon the other during the period from May 1 through May 31, 2025, its written request to commence negotiations as well as its full and entire written proposals for such successor Memorandum of Understanding.

Upon receipt of such written notice and proposals, negotiations shall begin no later than 30 days after such receipt or June 1, 2025, whichever is later. An impasse concerning the items under negotiations shall be declared automatically if full and entire agreement on the terms of a successor Memorandum of Understanding is not reached by August 31, 2025, unless the parties mutually agree to continue negotiations.

ARTICLE 8            UNION NEGOTIATION COMMITTEE – RELEASE TIME

Members of Unit 804, not to exceed a total of five (5), who upon request of the Association, and subject to operational needs, are excused from their regular assignment for the purpose of attending and/or participating in negotiating sessions or union caucuses, shall suffer no loss of regular pay. Time lost from regularly scheduled work and spent in negotiations shall be computed as time worked for payroll purposes.

## ARTICLE 9            GRIEVANCE PROCEDURE

### Section 1.            Purpose

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

### Section 2.            Definitions

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

### Section 3.            Responsibilities

1.     The Immediate Supervisor will, upon request of an employee, discuss the employee's complaint with them at a mutually satisfactory time. The Association agrees to encourage an employee who files a formal written grievance, to state

clearly and concisely the specific action(s) being grieved, article(s) violated, and the specific remedy requested.

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

#### Section 4.           Waivers and Time Limits

1. Failure by Management to reply to the employee's grievance within the time limits specified automatically grants 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.                    General Provisions

1.     An employee involved in the processing of their grievance may do so without loss of compensation provided that they accomplish all phases of preparation and presentation in a reasonable and expeditious manner.
2.     An employee has the right to the assistance of a representative in the preparation of their written grievance, and to represent them in formal grievance meetings. Subject to mutual agreement, considering the nature and complexity of the grievance, the employee may have additional representative(s).
3.     A County employee selected as a representative in a grievance is required to obtain the permission of their immediate supervisor to be absent from their duties to attend a grievance meeting. A County employee selected as a representative in a grievance shall not receive compensation from Los Angeles County for any time spent investigating or processing the grievance unless the employee's name is supplied to Management as required in Article 36.
4.     If the employee elects to be represented by any person in a formal grievance meeting, the department may designate a management representative to be present at such meeting.
5.     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.

6. The Program Managers Association 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 of this MOU.
7. If a Program Manager Association 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.
8. Bargaining Unit members who have direct, first-hand knowledge of the event giving rise to the grievance may be called on as witnesses and attend formal grievance hearings on paid County time.

## Section 6.            Procedures

### 1.    Step 1

- 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 knowledge of such occurrence, an employee shall file a formal written grievance. A departmental grievance form shall be completed by the employee stating the nature of the

grievance and the remedy requested from their departmental management. The employee shall submit the grievance to their Immediate Supervisor.

- B. Within ten (10) business days of the receipt of grievance, the Immediate Supervisor shall arrange a mutually acceptable date to meet. The DA shall meet with the parties involved and give a written decision to the employee using the original copy of the grievance.

2. Step 2.

- A. Within ten (10) business days from receipt of the Immediate Supervisor's written decision, the employee may appeal to the next higher level Manager. The next higher level Manager shall discuss the grievance with the Immediate Supervisor and the concerned employee before they reach a decision.
- B. Within ten (10) business days from receipt of the grievance, the next higher level Manager shall give a written decision and the reasons therefore to the employee using the original copy of the grievance. If the employee is represented by the Association, a copy of the decision will be given to the Association Representative.

3. Step 3.

- A. Within ten (10) business days from receipt of the decision resulting from the Step 2, or if Step 2 is waived, the employee may appeal to the Department Head or their designee. A designee for the purposes of this section shall not be an employee from the Human Resources or Employee Relations section.

- B. Within ten (10) business days from the receipt of the employee's grievance, the Department Head or their designee, who has not been involved in the grievance in prior levels shall make a thorough review of the grievance, meet with the parties involved and give a written decision within ten (10) days of holding the meeting. However, the Department Head or their designee is not limited to denying a grievance for the reasons stated at any previous level in the procedure. If the employee is represented by the Association, a copy of the decision will be given to the Association Representative.
- C. If the Department Head or their designee fails to give a decision within the specified time limit, the Program Managers Association shall have the option of referring a grievance alleging a violation of the negotiated agreement between the parties to arbitration.
- D. On matters that are not subject to arbitration pursuant to Section 8 hereafter, the written decision of the Department Head or their designee shall be final.

Section 7.            Arbitration

- 1. Within thirty (30) business days from the receipt of the written decision from the Department Head or their designee, the Program Managers Association may request that the grievance be submitted to arbitration as provided for hereinafter.

2. Only those grievances which directly concern or involve the interpretation or application of the specific terms and provisions of this Memorandum of Understanding may be submitted to arbitration hereunder. In no event shall such arbitration extend to:
  - A. The interpretation, application, merits or legality of any state or local law or ordinance, including specifically all ordinances adopted by County's Board of Supervisors; unless the arbitrator, in 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 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.

- 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 Association within fifteen (15) business days prior to hearing if it intends to argue arbitrability. Both parties reserve the right to challenge a Commission decision in other forums.
3. In the event the Program Managers Association, desires to request that a grievance, which meets the requirement of Paragraph 2 hereof, be submitted to arbitration, it shall within the time requirements set forth above send a written request to County's Employee Relations Commission, with a copy thereof simultaneously transmitted to County's Chief Executive Officer and to the County Department Head or Officer affected. The written request shall set forth the specific issue or issues still unresolved through the grievance procedure and which are to be submitted to arbitration.
4. The parties shall select a mutually acceptable arbitrator and request the Employee Relations Commission to appoint them 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. The parties shall alternately strike one name each from the panel and the last name left shall be appointed as the arbitrator in the case by the Employee Relations Commission. Arbitration procedures conducted under the authority of this article shall be held at an appropriate location in the County Hall of Administration except when another location is mutually agreed upon by the parties.

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

submission statement in which case the arbitrator shall determine the issue(s) to be resolved.

7. The decision of an arbitrator resulting from any arbitration of grievances hereunder shall not add to, subtract from, or otherwise modify the terms and conditions of this Memorandum of Understanding.
8. The decision of the arbitrator shall be binding upon the Program Managers Association. 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 Program Managers Association may then resort to a court of competent jurisdiction to pursue whatever other legal remedies are available to it under the provisions of this Memorandum of Understanding.
9. A written decision of an arbitrator resulting from the arbitration of a grievance under the following Articles shall be entirely advisory in nature and shall not be binding upon any of the parties:

Recognition

Non-Discrimination

Implementation

Term

Renegotiation

Health and Safety

Payroll Deductions and Dues

Authorized Agents

Provisions of Law

Leaves of Absence



ARTICLE 10            GRIEVANCE MEDIATION

1. This procedure is an alternate dispute resolution and does not supersede the provision of Article 9, Grievance Procedure.
2. Only those grievances which meet the requirements for submission to arbitration pursuant to Article 9, Section 7, can be submitted to grievance mediation. Both the Program Managers Association and Management must mutually agree to submit a qualifying grievance to grievance mediation.
3. After completion of the Third Level of the grievance procedure and by mutual agreement, either Management or the Program Managers Association may request the assistance of a mediator from the State Mediation and Conciliation Service to resolve the grievance. It is the intent of the parties that the grievance mediation session shall begin as soon as practicable consistent with the mediator's schedule.
4. The parties agree that no stenographic record of the session will be made, there will be no representation by outside Counsel, and there will be no pre- or post-hearing briefs filed.
5. The mediator's role shall be to assist the parties to reach an agreement. The mediator shall not have authority to impose a settlement on the parties. Any final settlement of the grievance shall be reduced to writing and signed by Management, the Program Managers Association, and the grievant. The final agreement shall be binding on all parties. Final agreements reached by the parties shall not be published or precedent setting in any other dispute.

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

ARTICLE 11            GRIEVANCES – GENERAL IN CHARACTER

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

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

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

- B.     Within ten (10) business days of such meeting, and in the event the matter is not satisfactorily resolved, the Program Managers Association shall have the right to meet

with the principal representative(s) of the County who have the authority to resolve the matter. For purposes of this provision, Management's principal representative(s) shall mean the County Department Heads who have authority to resolve the matter or their authorized representatives, including the Chief Executive Officer or their authorized representative.

- C. Within ten (10) business days after the meeting, Management's principal representative(s) shall respond to the Program Managers Association 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 7, Subsection 2 of Article 9, the disagreement may be submitted to arbitration in accordance with the provisions of Section 7 of Article 9 of this Memorandum of Understanding.

It is further understood that this Article is not intended as a substitute or alternative for the grievance procedures set forth in Article 9 of this Memorandum of Understanding. Instead, this article is intended to provide a procedure to resolve disagreements affecting the rights of the parties or disagreements arising from the application of the terms of this Memorandum of Understanding affecting the working conditions of a significantly large number of employees in the unit, as distinguished from the rights of individual employees.

Accordingly, the parties agree that the procedures set forth herein shall not be implemented where the dispute or complaint involved is or could be effectively brought by an employee or employees, and otherwise processed through the grievance procedures set forth in Article 9 thereof.

ARTICLE 12      EXPEDITED ARBITRATION

1. This is an alternate to the procedure set forth in Section 7, Arbitration, of Article 9, Grievance Procedure, and will only be utilized upon mutual written agreement of the parties.
2. A joint submission statement setting forth the issue(s) to be determined will be prepared prior to the hearing by the parties. If the parties cannot agree to a submission statement, the expedited arbitration procedure will not be utilized.
3. Only those grievances which directly concern or involve the interpretation or application of the specific terms and provisions of this Memorandum of Understanding may be submitted to arbitration hereunder. In no event shall such arbitration extend to:
  - A. The interpretation, application, merits, or legality of any state or local law or ordinance, including specifically all ordinances adopted by County's Board of Supervisors; unless the arbitrator, in 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 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 parties shall select an arbitrator from the panel of arbitrators previously agreed to by the parties and established for the purpose of conducting expedited arbitration proceedings:

A. The arbitrator will be compensated at the contracted for the flat daily rate. The cost of the arbitrator shall be borne equally by the parties. In addition, each party shall pay for all fees and expenses incurred by that party on its behalf, including but not limited to witness fees.

B. The parties agree that 1) no stenographic record of the hearing will be made; 2) there will be no representation by counsel except for in-house staff counsel; and 3) there will be no post hearing briefs.

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 the terms and conditions of this Memorandum of Understanding.
9. The decision of the arbitrator shall be binding upon the Union. To the extent the decision and award of the arbitrator does not require legislative action by the Board of Supervisors, such decision and award shall be binding upon the County. If within sixty (60) days of receiving notice of a decision and award requiring legislative action by the Board of Supervisors, such legislative action is not taken, the arbitrator's decision and award shall have no force or effect whatsoever.
10. Election of this binding forum shall constitute a waiver by all parties to this process of all other administrative processes for the resolution of this dispute in whole or in part and the award shall not be appealed. The decision from this arbitration shall not be precedent setting.

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

Recognition

Non-Discrimination

Implementation

Term

Renegotiation

Health and Safety

Payroll Deductions and Dues

Authorized Agents

Provisions of Law

Leaves of Absence



ARTICLE 13            PAYROLL DEDUCTIONS AND DUESSection 1.            Deductions and Dues

It is agreed that the Program Managers Association dues and such other deductions as may be properly requested and lawfully permitted shall be deducted, in accordance with the provisions of applicable State law, monthly by Management from the salary of each employee covered hereby who files with the Association a written authorization requesting that such deductions can 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 Program Managers Association by Management within thirty (30) working days after the conclusion of the month in which said dues and deductions were deducted.

Section 2.            Security Clause

Any employees in this unit who have authorized the Program Managers Association dues deductions on the effective date of this Memorandum of Understanding or at any time subsequent to the effective date of this Memorandum of Understanding shall continue to have such dues deduction made by the County during the term of this Memorandum of Understanding; provided however, that any employee in the unit may terminate such dues deduction during the period of December 1 through December 15, of each year by notifying the Program Managers Association. 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 the name of the association from which dues deductions are to be cancelled. The Program Managers Association 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.            Implementation

Any employee hired by the County subject to this Memorandum of Understanding on or after the date of implementation of this Article, shall be provided, through the employee's department, with a notice advising that the County has entered into an agreement with the Program Managers Association and that all employees subject to the Memorandum of Understanding.

The effective date of deducting PMA dues shall be the first pay period following thirty (30) working days of employment or the pay period this Article becomes implemented for current employees, whichever is later.

Section 4.            Indemnification Clause

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

ARTICLE 14      MANAGEMENT RIGHTS

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

ARTICLE 15      FULL UNDERSTANDING, MODIFICATIONS, WAIVER

Section 1

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

This Article is not intended to negate or eliminate past practice as a factor in establishing practice between the parties.

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

Section 2

It is understood and agreed that the provisions of this section are intended to apply only to matters which are specifically covered in this agreement.

It is recognized that during such term it may be necessary for Management to make changes in rules or procedures affecting the employees in the unit. Where Management finds it necessary to make such change, it shall notify the Program Managers Association indicating the proposed change prior to implementation. Where such change would be material, substantial, and

significant, where the subject matter of the change is subject to negotiations pursuant to the Employee Relations Ordinance; and where the Association requests to negotiate with Management, the parties shall expeditiously undertake negotiations regarding the effect the change would have on the employees in the unit.

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

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

### Section 3

Consistent with Government Code 3504.5, nothing herein shall limit the authority of Management to make necessary changes during emergencies. However, Management shall notify the Association of such changes as soon as practicable. Such emergency assignments shall not extend beyond the period of the emergency. "Emergency" is defined as an unforeseen circumstance requiring immediate implementation of the change.

### Section 4

Where Management makes any changes in the 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 law. Management will be required to meet and consult with the Association over any such change.

#### Section 5

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

ARTICLE 16      PROVISIONS OF LAW

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

ARTICLE 17      EMPLOYEE LISTS AND VACANCY NOTICES

Employee Lists

CSSD shall electronically provide the Program Managers Association President with a list of new employees promoted into this bargaining unit within 10 days of the promotion. The list will include employee name, home address, phone number (if known), employee number, and division assignment.

Vacancy Notices

Vacancies shall be posted according to CSSD procedures. The Program Managers Association will be informed regarding the method of access to the vacancy listing.



ARTICLE 18            CONTRACTING OUT AND TRANSFER OF FUNCTIONS

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

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

Management acknowledges an obligation to negotiate the impact on wages, hours and working conditions of the employees in this bargaining unit insofar, as such subjects have not already been negotiated.

ARTICLE 19      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, with the 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 signatory 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 files 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 a violation of a specific provision of this agreement.

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

Upon reviewing their personnel file, an employee may request and have any written warnings or reprimand(s) issued more than one (1) year prior to the date of the request removed from their personnel file except as such may be a part of an official permanent record.

### Section 1 – Investigations

If the Department initiates an investigation against an employee, the Department will inform them in advance of their initial investigative interview by way of Notice of Investigation (NOI). The NOI shall include the nature of any charge being investigated.

After the initial investigative interview, the employee may request a copy of the complaint filed against the employee.

Upon termination of the investigation, the employee will be informed as to whether the charges at issue in the investigation were substantiated by way of a Letter of Determination. Employees may request duplicate copies of the letters listed in this article at any time. The employee may also request that the Department provide any non-privileged documents or written statements used by the Department in making its determination whether to substantiate the charges at issue in the investigation. For materials that implicate individual privacy rights or confidentiality concerns, the Department will confer with the Association regarding how to best accommodate

the request. The Department will provide such information after the completion of the investigation, regardless of whether the charges against the employee were substantiated.

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

Nothing in this subsection shall be construed as a waiver by the Association to access to information or documents that would otherwise be available under the MMBA or the County's Employee Relations Ordinance. The reference to these statutes and codes in this provision does not create an additional grievance or arbitration right for alleged violations thereof.

#### Section 2 – California Labor Code Section 1198.5

Nothing in this Article is intended to conflict with or waive the rights of any employee pursuant to California Labor Code Section 1198.5.

## ARTICLE 20        LEAVES OF ABSENCE

### Section 1.        Medical Leave

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

### Section 2.        Educational Leave

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

### Section 3.        Pregnancy Leave

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

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

Section 4.            Family Leave

- A.     The parties agree that employees covered by this Memorandum of Understanding are subject to the provisions of the California Family Rights Act of 1991 and the Federal Family and Medical Leave Act of 1993.

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

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

Section 5.            Jury Duty and Witness Leave

Any person holding a permanent position ordered to serve on a jury shall be entitled to 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 6.                    Bereavement Leave

The provisions of Los Angeles County Code Section 6.20.080 regarding Bereavement Leave shall apply to the employees in Bargaining Unit 804.

Section 7.                    Military Leave

The provisions of Los Angeles County Code Section 6.20.080(C) and applicable law, shall apply to employees in Bargaining Unit 804.



ARTICLE 21      EMPLOYEE PAYCHECK ERRORSA. Underpayments

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

B. Overpayments

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

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

ARTICLE 22        EMPLOYEE PARKING

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

The County shall provide the Traffic Mitigation Allowance of \$70.00 per month to each eligible employee consistent with the Los Angeles County Ordinance section 5.42.040. This MOU provision is intended to mirror the requirements and benefits reflected in the above-mentioned code section. Changes to section 5.42.040 will not require independent negotiations under this MOU.

## ARTICLE 23            HEALTH AND SAFETY

### Section 1.            Parties' Responsibilities

It is the duty of Management to make every reasonable effort to provide and maintain a safe place of employment that promotes health and safety. Employees are responsible for performing each work assignment in the safest manner possible. The success of the CSSD Safety Program depends upon compliance with safety regulations. Failure to adhere to any policies and procedures enumerated in any of Health and Safety sections or the CSSD Safety Program may be subject to discipline.

The Program Managers Association will cooperate by encouraging all employees to perform their work in a safe manner. It is the duty of all employees in the course of performing their regularly assigned duties to be alert to unsafe practices, equipment and conditions and to report any such unsafe practices, or conditions to their immediate supervisors. If such condition cannot be satisfactorily remedied by the immediate supervisor, the employee has the right to submit the matter in writing either personally or through PMA representatives to the local facility safety officer or the departmental safety officer, if there is no local safety officer.

On any matter of safety that is not resolved by the safety officer within a reasonable period of time, a PMA representative may meet with the safety officer who will respond in writing. If the representative does not receive a response from the safety officer within a reasonable time, the representative may reach out to CSSD Risk Management to engage

in further collaboration with the safety officers. In urgent matters, CSSD will make every effort to expedite such matters for swift resolution.

If the PMA representative is not satisfied with the response of the safety officer, the President or PMA's consultant, may request a meeting between Management and the Association.

## Section 2                      First Aid Kits

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

## Section 3                      Safety Procedures

- A.     Safety standards shall be developed and consulted at the time that leases are reviewed for CSSD worksites.
  
- B.     Designated emergency exits will be in compliance with applicable County, Cal OSHA, and Fire Marshall requirements.
  
- C.     An annual earthquake and an annual evacuation drill shall be conducted at all CSSD facilities for all worksite staff. The Program Managers Association shall be notified within 30 days after the execution of the drills.
  
- D.     Management will install and maintain panic buzzers in interview rooms at CSSD facilities.

- E. Program Managers will be informed of threats as necessary and appropriate.
- F. Program Managers will upon assignment to a new work location be provided in writing with emergency evacuation procedures within five (5) days of their arrival to the new work location.
- G. Security guards shall be provided with the authority to restrain, detain, and remove individuals at Public Contact CSSD facilities.

ARTICLE 24            JOINT LABOR MANAGEMENT COMMITTEE

Upon adoption of a Memorandum of Understanding by the Board of Supervisors, the parties agree to establish a Joint Labor-Management committee to consult in accordance with the Employee Relations Ordinance.

The Association may select up to six (6) members of the bargaining unit as representatives to the Committee.

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

## ARTICLE 25        SALARIES

### Section 1.

The parties jointly agree to recommend to the County's Board of Supervisors that said Board adopt and implement the following salaries applicable to employees in Unit 804 effective on the dates indicated:

ITEM NO	ITEM CLASSIFICATION	EFFECTIVE DATE	NOTE	SCH	MINIMUM RATE	MAXIMUM RATE
-----	-----	-----	-----	-----	-----	-----
1618	PROGRAM MANAGER,CHILD SUPPORT SERVS	10/01/2024	NMO	106K	7586.91	10224.00

Should any other bargaining unit negotiate better cost-of-living allowances (COLAs) during the course of the 2023 – 2025 bargaining cycle, Bargaining Unit 804 will be afforded the same COLAs on the same terms and conditions.

For purposes of this provision, COLAs are understood to mean only the 5.5%, 3.25%, and 3.25% salary increases scheduled on October 1 of the years in this cycle. This provision does not extend to any other payments, bonuses, adjustments, or economic incentives.

### Section 2

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



Section 3                      Step Advances

A. Full-time permanent employees in this unit who are below the top step of the salary range and who are eligible for an annual step advance will be granted a step advance only when a competent or better Performance Evaluation has been filed by the employee's Department Head. The Performance Evaluation shall be filed at least one (1) month prior to the employee's step advance anniversary date and within a period which does not exceed one (1) year prior to that date.

B. If no performance review is filed as defined in A. above, or if an employee receives an Improvement Needed Performance Evaluation, the employee's step advance will not be granted on the date due. Where no Performance Evaluation is issued in accordance with Paragraph A. above, the employee may request their Department Head in writing to issue a Performance Evaluation. The Department Head shall issue a Performance Evaluation within five (5) days of the employee's request. If said Evaluation is competent or better, the employee shall be granted a step advance effective to their step advance anniversary date.

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

1. Where no Performance Evaluation has been issued in accordance with Paragraph B. above, the employee may file a grievance with the Department of Human Resources. If the Director of Human Resources fails to obtain issuance of such Performance Evaluation within ten (10) days after the grievance is filed with the Department of Human Resources, the employee shall be deemed

competent, and the step advance shall be processed within thirty (30) days effective to their step anniversary date.

2. Where the Department Head issues a Performance Evaluation upon request of the Department of Human Resources, and said Performance Evaluation is competent or better, the employee shall be provided a step advance within thirty (30) days effective to their step advance anniversary date.

3. Grievances based on an Improvement Needed Performance Evaluation shall be filed within ten (10) days of issuance with the Department Head or their designated representative who shall respond to the grievance within ten (10) days. Appeals from a Department Head decision shall be processed in accordance with Civil Service Rules.

D. During the term of this agreement, should any changes be made in the existing categories of Performance Evaluations which adversely impact the application of this section, the parties agree to meet and renegotiate this section. In the event an agreement cannot be reached through negotiations, it is agreed that the Program Managers Association 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                      Longevity Bonus

Should any other bargaining unit negotiate a new longevity bonus during the course of the 2023 – 2025 bargaining cycle, Bargaining Unit 804 will be afforded the same benefit on the same terms and conditions.

ARTICLE 26      LEGAL REPRESENTATION

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

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

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

ARTICLE 27      EMPLOYEE BENEFITSSection 1.

It is the intent of the parties that during the term of this agreement permanent employees in the Bargaining Unit in the job classification of Program Manager, shall continue to receive all employee benefits they currently have, on the same basis and level of benefit, subsidy or otherwise, as that provided currently for non-represented employees and as more fully set forth in the Los Angeles County Code, for non-represented employees, including but not limited to the following employee benefits:

- Mega-Flex and the Flexible Benefit Programs
- Holidays
- Sick Leave
- Bereavement Leave
- Deferred Compensation Plan
- Savings Plan
- Life Insurance
- Vacation
- Leave Donation
- Retirement
- Mileage
- Bilingual Bonus

## Section 2.

The County shall not discriminate against non-represented employees upon certification of a bargaining unit; class accretion, promotion, reclassification or transfer, into the bargaining unit or otherwise restrict participation in any of the employee benefits set forth above including the Flex/Mega-Flex Program, deferred compensation, savings plan or other employee benefit programs, as currently provided to non-represented employees, on the basis of the exercise of their bargaining rights as provided for in California Government Code Section 3500-3511.

## Section 3.

It is the intent of the parties that during the term of the agreement any new employees hired, promoted or transferred to the classification of Program Manager, shall be entitled to the same employee benefits and on the same level and subject to the same conditions, as that provided for employees currently in the bargaining unit.

## Section 4.

It is intent of the parties' that the exclusive management, control and administration of the Flex/Mega-Flex, Deferred Compensation (457) and Savings Plan (401k) shall be at the sole discretion of the County. Any and all current or future changes, modification or termination of the Flex/Mega-Flex, Deferred Compensation or Savings Plan, is at the sole discretion of County Management, as directed by the Board of Supervisors, subject to the County meeting and consulting with the Program Managers Association prior to

implementing any said changes or termination of the Flex/Mega-Flex, Deferred Compensation and Savings Plans.

Any and all future changes the County makes to the Flex/Mega-Flex, Deferred Compensation and Savings Plan for non-represented employees, including contributions, plan design, and benefit changes shall be extended to and shall become a part of this Agreement and made applicable to employees in this Bargaining Unit.

#### Section 5.

It is the intent of the parties that the County will continue to exercise its sole discretion to manage, administer and control the employee benefit programs enumerated in this Article for employees in this Unit, on the same basis and subject to the same conditions as provided for non-represented employees.

It is the intent of the parties that the provisions of this Article shall not be subject to the Grievance Procedure (Article 9) and is expressly excluded from Arbitration (Article 9, Section 7).

## ARTICLE 28            WORK SCHEDULES

### Section 1.            Work Week

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

### Section 2.            Work Shift

Employees shall be scheduled to work on regular work shifts having regular starting and quitting times. Except for emergencies (see Section 3) employee's work schedules shall not be changed without written notice to the employees at least ten working days before the change is to be implemented.

PMs on a 4/40 or 9/80 alternate work schedule are not required to claim extra time to cover holidays that fall on a day other than their Regular Day off (RDO) or short day.

PMs are not required to claim leave time for absences less than full shift; however prior approval, which shall not be unreasonably denied, is required for absences during assigned work hours.



Time off requests submitted by PMs less than sixty days in advance of the requested leave date shall be approved (or denied) within ten (10) business days. When the requested leave date is within ten (10) business days, the approval (or denial) shall be made as soon as possible.

Division Administrators (or appropriate manager) who receive time off requests more than sixty days in advance of the requested leave date will promptly work with the employee to determine an appropriate response time and provide reason why they cannot approve (or deny) the request. It is understood by the parties that employees are not required to provide justification or details about the leave.

PMs who arrive late or have a need to leave early will use the Time Off Request Form to make such requests. PMs will record "0" hours requested time off, and, in the Notes section, make a notation of their arrival or departure time. No other information will be required.

Employees in this Unit when working in the office shall not be required to sign in at the beginning of their shift or sign out at the end of their shift in writing or electronically. This applies to all employees in the unit, including those on alternate work schedules.

### Section 3.            Emergencies

Nothing herein shall limit the authority of the department head to make temporary assignments to different or additional locations, shifts, or work duties for the purpose of

meeting emergencies. However, such emergency assignments shall not extend beyond the period of such emergency. An emergency condition is herein defined as an unforeseen incident requiring prompt action and is a crisis which is time limited.

#### Section 4.            Alternate Work Schedule

The 4/40 and 9/80 program are a benefit offered by the Department. Participation in the program is a privilege, not a right. Individual employee participation is subject to the needs of the Department and is at the discretion of management. Employees participating in the 4/40 or 9/80 Program shall be subject to the Department's Work Schedules agreement within the CSSD attendance policy.

Employees in this unit may request to participate in a 4/40 or 9/80 work schedule. If denied, management will respond to the employee's request within 15 calendar days with an explanation of the denial.

#### Section 5.            Telework

Teleworking is an option that management may choose to make available to qualified employees when a mutually beneficial situation exists. It is not a universal employee benefit. Employees participating in the telework program shall be subject to the Department's Telework policy.

Employees of this unit will be deemed equitably eligible to participate in the telework program as Management determines that they can effectively telework because of their skills, work assignment, experience, prior performance, or the needs of the department. Management will respond to employees' requests to telework within 15 calendar days and if denied, management will provide an explanation of the denial.

Employees of this unit will not be required to sign in or out electronically for meal breaks while teleworking, however they will be required to electronically sign in at the beginning of the workday and sign out at the end of the workday.

While teleworking, employees holding the title of Program Manager will continue to sign in electronically at the beginning and end of their workdays, consistent with County Code and the Interpretative Manual. The County acknowledges that the employees in this bargaining unit are "exempt, salary basis" employees under the FLSA and County Code and their timekeeping and compensation will be determined by the policies written for such employees.

This MOU provision is not intended to conflict with any guidelines or rules for teleworking laid out by any countywide policies regarding telework. Should the Department need to adjust anything contained herein based on Countywide policy, the Association shall be notified and offered an opportunity to consult regarding the proposed change.

ARTICLE 29      ALTERNATIVES TO LAYOFFSSection 1.      Board Policy on Work Force Reductions

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

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

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

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

Section 2.      Department of Human Resources

The Department of Human Resources shall coordinate with Departmental management to implement Board Policy on workforce reductions on a County-wide basis and enhance the County's on-going efforts to find alternative placement for employees subject to layoff or demotion due to workforce reductions. Management shall factor in attrition, implement

transfers of qualified employees to available vacancies, recommend to the Board and/or CEO to reduce or discontinue departmental personnel services contracts, and allow voluntary demotions before laying off any member of a bargaining unit.

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 which will match employees scheduled to be laid off with departments which are hiring workers.

### Section 3.    Enhanced Voluntary Time-Off

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

### Section 4               Notice Provisions for Layoffs and Demotions

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

ARTICLE 30      EMPLOYEE ORGANIZATION LEAVE

The Program Managers Association may not have more than one (1) employee in the Unit on leave of absence to accept employment with the Association. These leaves are subject to Civil Service Rules. The employee must have a minimum of one (1) year's continuous employment with the County. The requested leave shall only be granted if the prime reasons for the leave shall be to conduct Association business as it is related to County functions.

The Program Managers Association may request additional releases of employees to the Chief Executive Office. Said requests will be granted based on organizational needs.

The leave shall be without County pay or benefits of any kind. The employee shall however remain on the County payroll and the Association will reimburse for the cost of pay and benefits.

## ARTICLE 31        REPRESENTATION AND WORK ACCESS

### Section 1.    PMA Representative

Authorized PMA representatives or consultants may be given access to work locations during business hours for the purpose of investigating and processing grievances, observing working conditions, posting bulletin boards, and meeting with employees while they are taking a break from their work duties. The Program Managers Association agrees that its representatives will not interfere with operations of a department or any facility thereof.

### Section 2.    Work Access

A PMA representative desiring access to a work location hereunder shall state the purpose of their visit and request the Department Head's or their designee's authorization within a reasonable amount of time before the intended visit unless the parties mutually agree to waive notice.

The Program Managers Association shall give to the Department Head and the Chief Executive Officer of the County of Los Angeles, a written list of all of its authorized representatives, which list shall be kept current by PMA. Access to work locations will only be granted to representatives on the current list.

### Section 3. Use of County Facilities

The Association may use County facilities, with prior approval, for the purpose of holding meetings to the extent that such facilities can be made available and to the extent that the use of a facility will not interfere with departmental operations.

### Section 4. New Employee Association Introduction (NEAI)

The Department shall provide the following information available to them on file to the Association for each employee promoted to the Program Manager classification within thirty (30) days of promotion:

Name;

Work location;

Work, home, and personal cell phone number (s) on file;

Personal email address on file; and

Home address

In accordance with CA AB-119, Program Managers Association representatives may arrange to meet with new employees to the unit on County time for the sole purpose of providing employees information regarding Association membership.

Within sixty (60) days of an employee's promotion to the Program Manager classification, the Department shall afford the Association President, or their designee the opportunity to meet with each newly promoted employee privately, for no more than sixty (60)



minutes, in order for the Association to communicate with the new PMs. This meeting shall occur on County time in a place and manner so as to minimally disrupt the workflow.

The NEAI is considered a separate meeting from the New Program Manager Orientation. The time allotted for the NEAI may occur in conjunction with the New PM Orientation for efficiency purposes.

## ARTICLE 32            SPECIAL PAY PRACTICES

### Section 1.            Assignment of Additional Responsibilities

Employees within this bargaining unit who meet the conditions enumerated in Section 6.10.073 of the County Code shall receive additional responsibilities pay as specified in that section of the code.

### Section 2.            Bilingual Bonus

Employees within this bargaining unit who meet the conditions enumerated in Section 6.10.140 of the County Code shall receive bilingual pay as specified in that section of the code.

### Section 3.            Out-of-Class Assignments

Employees within this bargaining unit who meet the conditions enumerated in Section 6.10.040 of the County Code shall receive out-of-class assignment bonus as specified in that section of the code.

### Section 4.            Education/Continued Education Payment

Unit members with higher education degrees shall receive a one-time payment per the following:

Unit members who possess a bachelor's degree from an accredited college shall be entitled to receive a \$1,000 payment. Unit members who possess a master's degree, or higher, from an accredited college graduate program shall be entitled to receive a \$500 payment.

Each unit member is entitled to only one such payment (for example, an employee who possesses two bachelor's degrees cannot receive more than one \$1,000 payment; similarly, a unit member who possesses both a bachelor's and a master's degree, or higher, will only receive a \$1,500 payment).

This payment will be made available following the submission of this payment concept to LACERA for a pension ability review and the completion of such review. In order to receive the bonus, Bargaining Unit members must submit official transcripts from their accredited institutions to the Department.

Any unit member who received an education bonus in another CSSD bargaining unit will not be eligible for the payments outlined above, unless the member attains an additional degree after receiving that bonus in another CSSD bargaining unit. Total payments under this provision (or similar provisions in other MOUs) shall not exceed \$1,500 during the course of the member's employment.

ARTICLE 33      COMPENSATORY TIME

Program Managers are exempt employees and thus are not eligible to receive additional compensation for hours worked in excess of 40 in the workweek. The only exception is when a full additional shift or regular day off (RDO) for a 4/40 or 9/80 participant is authorized and worked. There is a maximum accrual of twenty full days or 160 hours of such compensatory time on a straight time basis at any given time.

PMs shall accrue compensatory overtime, according to the "Full/Day CTO Method", only when a substantial full shift (five hours or more) of work has been performed beyond the regularly scheduled workday. The accumulated overtime can only be taken in 8-hour increments.

Management shall assign overtime work 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.

PMs on a 4/40 or 9/80 alternate work schedule are not required to claim extra time to cover holidays that fall on a day other than their Regular Day Off (RDO) or short day.

## ARTICLE 34            PROFESSIONAL DEVELOPMENT AND TRAINING

Management and the Program Managers Association recognize the importance of training and career development for employees within the unit.

### Section 1.            Technological Change

As new technology is introduced in the work environment and is required to be used by specific employees, management will make reasonable efforts to train the affected employees in the technology.

### Section 2.            Training Opportunities

An employee in the unit may request to participate in educational programs, symposiums, seminars, conferences and meetings that would lead to an increase in skills, knowledge, and understanding of the employee's current job assignment. Employee training request for County time to attend such programs shall be subject to Management approval; however, all employees shall have equal access to training opportunities.

### Section 3.            Training Upon Transfer

When an employee in the unit is transferred to a new assignment within the department, the employee will be offered training on the new assignment.

### Section 4.            In-Service Cross Training

In-Service Cross-training will be provided as necessary based on the business needs of the department.

## ARTICLE 35        TRANSFERS

### Section 1.        Acknowledgement

This article shall not prohibit management from assigning, transferring, or promoting employees according to business needs and Civil Service Rules.

### Section 2.        Voluntary Transfers

Voluntary transfers shall be granted in accordance with the Department's Personnel Policy on Transfers. When vacancies occur the CSSD Transfer List will be reviewed prior to filling vacancies. The Program Managers Association President (or designee) shall receive notice of all transfers within five (5) days after approval by management.

The department's Transfer Policy will allow for only one voluntary transfer choice to PMs.

### Section 3.        Involuntary Transfers

Management shall provide employees with a 10-day notice prior to the effective date of any involuntary transfer, except in case of an emergency.

If employees are involuntarily transferred to a location that is not in their choosing, they will remain on the voluntary transfer list. There shall be no waiting period for an employee that is involuntarily transferred to submit a voluntary transfer request.

#### Section 4.            Emergencies

Nothing herein shall limit the authority of the department head to make temporary assignments to different or additional locations, shifts, or work duties for the purpose of meeting emergencies. However, such emergency assignments shall not extend beyond the period of such emergency. An emergency condition is herein defined as an unforeseen happening requiring prompt action and is a crisis which is time limited.

#### Section 5.            Hardship Transfers

Employees who demonstrate a hardship situation will be allowed to submit their petitions by attaching their hardship information to the transfer request. Hardship transfers will be reviewed by the Human Resources Division to determine the urgency of the request, if any, and the employees will be notified once a decision is made, however, PM/CSSD transfer list will not be bypassed solely on the basis of a hardship transfer request; barring an ADA or FMLA required accommodation.

#### Section 6.            Effect on Alternate Work Schedules

When an employee with an Alternate Work Schedule transfers, reasonable effort will be made to allow the employee to keep their existing Regular Day Off (RDO). However, participation in – and scheduling of – an Alternate Work Schedule remains at the discretion of the Department pursuant to Article 28, Section 4 of this MOU.

ARTICLE 36            PROGRAM MANAGERS ASSOCIATION STEWARDS AND  
OFFICERS

Section 1.

It is agreed and understood by the parties of this Memorandum of Understanding that there shall be a reasonable number of PMA stewards per CSSD facility for this unit. Only an employee who has passed their initial probation period and who Management has designated to be a permanent employee shall be eligible for appointment as a steward.

Section 2.

The Program Managers Association shall provide to management a written list of the names of employees selected as stewards/officers, which list shall be kept current by the Association.

Section 3.

PMA agrees, whenever investigating or processing of formal grievances and/or disciplinary actions initiated by the department are to be transacted during working hours, only that amount of time necessary to bring about a prompt disposition of the matter will be utilized. Stewards/Officers, when leaving their work locations to transact such investigations or processing, shall first obtain permission from their immediate supervisor and inform them of the nature of the business. Permission to leave will be granted within a reasonable time unless such absence would cause an undue interruption of work. If such permission cannot be granted, the steward/officer will be informed when time will be made available.



Such time will not be more than twenty-four (24) hours, excluding Saturday, Sunday and legal holidays after the time of the steward/officer's request, unless otherwise mutually agreed to.

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

#### Section 4.

Management agrees a steward/officer will not be discriminated against.

#### Section 5.

The Association President (or their designee) shall be afforded reasonable time off without loss of pay to perform the responsibilities of their position.

In the event that the Association President chooses to designate another official for a specific task (e.g., a grievance hearing), the Association President or their Consultant will notify the County of the designee and the expected time needed for completion of the task.

ARTICLE 37        STRIKES AND LOCKOUTS

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

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


ARTICLE 38      BULLETIN BOARDS

Management agrees to furnish a dedicated bulletin board space to the Program Managers Association, the size and location to be jointly determined by Departmental Management and the Program Managers Association. The boards shall be used only for posting the following information:

1. Association recreational, social, and related news bulletins;
2. Association meetings;
3. Information concerning Association elections and their results;
4. Information concerning insurance and any other benefits offered to members by the Association;
5. Reports of official business of the Union, including reports of committees or the Board of Directors; and
6. Any other written material which has first been approved by the department, which approval shall not be unreasonably denied. Bulletins requiring departmental approval shall be submitted by the Association to the department's Human Resource Manager or their designate. The manager or designate shall approve or deny posting within three business days.

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

LOS ANGELES COUNTY  
PROGRAM MANAGERS ASSOCIATION, CSSD

By   
IRENE HERNANDEZ  
President, Los Angeles County  
Program Managers Association, CSSD

COUNTY OF LOS ANGELES  
AUTHORIZED MANAGEMENT  
REPRESENTATIVES

By   
FESIA A. DAVENPORT  
Chief Executive Officer

By



TRIS CARPENTER  
Consultant,  
California Labor Strategies