

AMENDMENT NO. 1
MEMORANDUM OF UNDERSTANDING
FOR JOINT SUBMISSION
TO THE BOARD OF SUPERVISORS
REGARDING THE
SOCIAL WORKERS
EMPLOYEE REPRESENTATION UNIT

THIS AMENDMENT NO. 1 TO MEMORANDUM OF UNDERSTANDING made and entered into this 21st day of August, 2007,

BY AND BETWEEN

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

Los Angeles County Employees Association, Local 721, SEIU (hereinafter referred to as "LACEA, Local 721, SEIU")

WHEREAS, on the 31st day of October, 2006, the parties entered into a Memorandum of Understanding regarding the Social Workers Employee Unit, which Memorandum of Understanding was subsequently approved and ordered implemented by the County's Board of Supervisors; and

WHEREAS, as a result of mutual agreement, the parties desire to amend the Social Workers Memorandum of Understanding.

NOW, THEREFORE, the parties agree as follows:

1. Amend Article 8 – Overtime, to govern reasonable approval of overtime requirements.
2. Amend Article 16 – Work Schedules, to implement telecommuting and 9/80 work schedules in CSS.
3. Amend Article 18 – Caseloads, to assign newly hired employees within 120 days, provide after hours coverage and conduct an IHSS caseload study.
4. Amend Article 36 – Authorized Agents, as a ministerial adjustment to recognize a change representation.
5. Amend Article 39 – Reference Materials, to provide additional resource materials in specified programs.

6. This Amendment No. 1 to said Memorandum of Understanding constitutes a mutual recommendation to be jointly submitted to the County's Board of Supervisors and this Amendment No. 1 will be effective when and if approved by said Board of Supervisors in the same manner provided in Article 3, which was applicable to the implementation of the original Memorandum of Understanding.

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute this Amendment No. 1 the day, month and year first above written.

LOS ANGELES COUNTY
EMPLOYEES ASSOCIATION
LOCAL 721, SEIU

By Annelle Grajeda
Annelle Grajeda
Local 721, SEIU

COUNTY OF LOS ANGELES
AUTHORIZED MANAGEMENT
REPRESENTATIVE

By William T Fujioka
William T Fujioka
Chief Executive Officer

TO BE JOINTLY SUBMITTED TO COUNTY'S BOARD OF SUPERVISORS

ARTICLE 8 OVERTIMESection 1. Compensation

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

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

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

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

ARTICLE 16 WORK SCHEDULESSection 4. CSS APS and 9/80

Within 90 days of approval of the terms and conditions of the 2007 reopener by the Board of Supervisors, management will implement an alternate work schedules program within each CSS APS unit. The program for each case carrying unit will include: 1) telecommuting and 2) 9/80. The program for each non-case carrying unit (Centralized Intake, Civic Center and After Hours) will only include a 9/80 alternate work schedule.

Any Social Worker or Social Worker Trainee assigned to a case carrying unit who has completed his or her probationary period may request to telecommute and/or work a 9/80 schedule. Management will select those persons to participate in the alternate work schedules program and will determine the parameters of the program, including designation of the telecommuting day and the Regular Day Off (RDO). All employees will be deemed eligible to telecommute in combination with a 9/80 alternate work schedule unless management determines that the individual employee cannot effectively telecommute.

All participating employees will be allowed to telecommute one day per week in combination with the 9/80 provided the employee is not out of the office more than one (1) day per work week.

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

Section 2. Caseload Assignments

A. It is the intent of Management to:

1. Fill vacant budgeted positions provided funding is available. Management will make every reasonable effort to ensure that newly hired employees report to units within one hundred and twenty (120) days.

2. Assign caseloads equitably so that a Social Worker, GSW, or Appeals Hearing Specialist will not have a significantly higher caseload than other Social Workers, GSW's, or Appeals Hearing Specialists performing similar tasks.

3. Make every reasonable effort to hire additional social work staff for the evenings/nights provided funding is available. Within 120 days of approval of the terms and conditions of the 2007 reopener by the Board of Supervisors, CSS management will meet with the Union to develop and implement procedures in an effort to ensure evening/night coverage of quadrants at all times.

Section 3.

DPSS Management shall conduct a yardstick study related to IHSS caseload numbers to determine if reductions are warranted. The review shall be completed no later than March 31, 2009.

ARTICLE 36 AUTHORIZED AGENTS

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

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

- B. Local 721's principal authorized agent shall be the President of Local 721 or his/her duly authorized representative (Address: 500 S. Virgil Ave, Los Angeles, California 90020, Telephone: (213) 368-8660).

ARTICLE 39 REFERENCE MATERIALS

Each Adult Services and Appeals Work Location

County Telephone Directory - one for each unit

GAIN/GROW/HCM

ASH Roster - one per unit

BCW Line Office rosters - one per unit

County telephone directory - one per unit

DPSS Personnel Manual - one per office, centrally located

Disaster Plan – one per unit

Thomas Guide – one per unit

Resource Guide – one per unit

Medical Dictionary - one per unit

Rainbow Resource Directory – one per office

Homeless Case Manager & Supervisor Roster – one per unit

EDD Job Search Information – one per unit

People’s Guide Resource Book – one per unit

SSI

DSM – one per office

Physician’s Desk Reference (PDR) – one per office