

MEMORANDUM OF UNDERSTANDING
FOR JOINT SUBMISSION
TO BOARD OF SUPERVISORS
REGARDING THE
BUILDING CUSTODIANS
EMPLOYEE REPRESENTATION UNIT

THIS MEMORANDUM OF UNDERSTANDING made and entered into this 21st day of,
November, 2006,

BY AND BETWEEN

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

AND

LOS ANGELES COUNTY EMPLOYEES
ASSOCIATION, LOCAL 660, CTW, CLC
(hereinafter referred to as "Union")

TABLE OF CONTENTS

ARTICLE		Page
ARTICLE 1	PURPOSE	1
ARTICLE 2	RECOGNITION	2
ARTICLE 3	IMPLEMENTATION.....	3
ARTICLE 4	AUTHORIZED AGENTS	4
ARTICLE 5	OBLIGATION TO SUPPORT	5
ARTICLE 6	NON-DISCRIMINATION.....	6
ARTICLE 7	TERM	7
ARTICLE 8	RENEGOTIATION.....	8
ARTICLE 9	WORK RELEASE FOR NEGOTIATIONS	9
ARTICLE 10	COORDINATED BARGAINING.....	10
ARTICLE 11	GRIEVANCE PROCEDURE	11
ARTICLE 12	GRIEVANCE MEDIATION	23
ARTICLE 13	GRIEVANCES - GENERAL IN CHARACTER.....	25
ARTICLE 14	EXPEDITED ARBITRATION	28
ARTICLE 15	PAYROLL DEDUCTIONS AND DUES/AGENCY SHOP.....	32
ARTICLE 16	NEW EMPLOYEE ORIENTATION	37
ARTICLE 17	MANAGEMENT RIGHTS	38
ARTICLE 18	FULL UNDERSTANDING, MODIFICATIONS, WAIVER.....	39
ARTICLE 19	PROVISIONS OF LAW	42
ARTICLE 20	CONTRACTING OUT AND TRANSFER OF FUNCTIONS....	43
ARTICLE 21	STRIKES AND LOCKOUTS.....	44
ARTICLE 22	ALTERNATIVES TO LAYOFFS	45
ARTICLE 23	EMPLOYEE BENEFITS	48
ARTICLE 24	ASSIGNMENT OF ADDITIONAL RESPONSIBILITIES.....	49
ARTICLE 25	OUT-OF-CLASS ASSIGNMENTS.....	50
ARTICLE 26	POSITION CLASSIFICATION STUDY.....	53
ARTICLE 27	PERSONNEL FILES	55
ARTICLE 28	LEAVES OF ABSENCE	57
ARTICLE 29	ENHANCED VOLUNTARY TIME-OFF PROGRAM	61
ARTICLE 30	EMPLOYEE LISTS.....	66
ARTICLE 31	EMPLOYEE PAYCHECK ERRORS.....	67
ARTICLE 32	EMPLOYEE PARKING.....	70
ARTICLE 33	WORKPLACE RETRAINING	72
ARTICLE 34	LOCAL 660 COUNTY-WIDE JOINT LABOR MANAGEMENT COMMITTEE	75
ARTICLE 35	WORK ACCESS	76
ARTICLE 36	BULLETIN BOARDS	77
ARTICLE 37	HEALTH AND SAFETY.....	79
ARTICLE 38	DEPARTMENT OF HEALTH SERVICES AND DEPARTMENT OF PUBLIC HEALTH RESTRUCTURING....	83
ARTICLE 39	DEPARTMENT OF MENTAL HEALTH TRANSFORMATION	94
ARTICLE 40	RE-ENGINEERING AND WELFARE REFORM	97
ARTICLE 41	STEWARDS	98

TABLE OF CONTENTS

ARTICLE		Page
ARTICLE 42	DISCIPLINARY MATERIALS	101
ARTICLE 43	ACCUMULATION OF LATE MINUTES	102
ARTICLE 44	WORK SCHEDULES	103
ARTICLE 45	VACATION SCHEDULING.....	105
ARTICLE 46	TRANSFER & ASSIGNMENT - INTERNAL SERVICES DEPARTMENT AND HEALTH SERVICES DEPARTMENT ..	106
ARTICLE 47	TRANSFERS (NOT APPLICABLE TO INTERNAL SERVICES AND HEALTH SERVICES DEPARTMENT EMPLOYEES)....	110
ARTICLE 48	UNIFORMS	111
ARTICLE 49	LAUNDRY ACTIVITIES COMMITTEE - UNIFORMS	113
ARTICLE 50	WORKLOAD	114
ARTICLE 51	TRAINING	116
ARTICLE 52	HOSPITAL VISITING HOURS	118
ARTICLE 53	WEARING OF UNION BUTTONS.....	119
ARTICLE 54	AFFIRMATIVE ACTION	120
ARTICLE 55	OVERTIME.....	121
ARTICLE 56	COMMUNICATION TECHNOLOGIES	126
ARTICLE 57	WEEKEND WORK.....	127
ARTICLE 58	EQUIPMENT	128
ARTICLE 59	BU 201 BUILDING CUSTODIANS COUNTYWIDE LABOR-MANAGEMENT COMMITTEE	129
ARTICLE 60	SPECIAL PAY PRACTICES.....	130
ARTICLE 61	SALARIES	133
	APPENDIX	137
	SIGNATURE PAGE.....	I

ARTICLE 1 PURPOSE

It is the purpose of this Memorandum of Understanding to promote and provide for harmonious relations, cooperation and understanding between Management and the employees covered by this Memorandum; to provide an orderly and equitable means of resolving any misunderstandings or differences which may arise under this Memorandum of Understanding; and to set forth the full and entire understanding of the parties reached as a result of good faith negotiations regarding the wages, hours and other terms and conditions of employment of the employees covered by this Memorandum, which understanding the parties intend jointly to submit and recommend for approval and implementation to the County's Board of Supervisors.

ARTICLE 2 RECOGNITIONSection 1 Majority Recognition

Pursuant to the provisions of the Employee Relations Ordinance of the County of Los Angeles and applicable State law, LACEA, Local 660, SEIU, and Local 434, SEIU, as a Joint Council, was certified on October 17, 1969 by County's Employee Relations Commission (Employee Relations Commission File No. R-8-69) as the majority representative of County employees in the Building Custodians Employee Representation Unit (hereinafter the "Unit") previously found to be appropriate by said Employee Relations Commission. March 26, 1993 Local 434 was designated as the sole representative. Effective January 15, 2000, the Employee Relations Commission recognized LACEA, Local 660, SEIU, as the majority representative of County employees in this Unit. The term "employee" or "employees" as used herein shall refer only to employees employed by County in said Unit in the employee classifications comprising said Unit as listed in the Salaries Article, as well as such classes as may be added hereafter by the Employees Relations Commission.

Section 2 Exclusive Recognition

Management shall recognize LACEA, Local 660 as the exclusive representative of the employees in said Unit when County rules, regulations or laws are amended and LACEA, LOCAL 660, CTW, CLC has shown it has met the requirements of any such new rules.

ARTICLE 3 IMPLEMENTATION

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

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

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

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

ARTICLE 4 AUTHORIZED AGENTS

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

- A. Management's principal authorized agent shall be County's Chief Administrative Officer, or his/her 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 specific function or obligation set forth herein.

- B. The LACEA, Local 660, SEIU principal authorized agent shall be the General Manager, or his/her duly authorized representative (Address: 500 South Virgil Avenue, Los Angeles, California 90020; Telephone: (213) 368-8660)

ARTICLE 5 OBLIGATION TO SUPPORT

The parties agree that subsequent to the execution of this Memorandum of Understanding and during the period of time said Memorandum is pending before the Board of Supervisors for action, neither LACEA, Local 660, CTW, CLC, 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 6 NON-DISCRIMINATION

The parties mutually recognize and agree fully to protect the rights of all employees covered hereby to join and participate in the activities of LACEA, Local 660, SEIU and all other rights in the Employee Relations Ordinance and Government Code, Sections 3500 through 3511.

The provisions of this Memorandum of Understanding shall be applied equally to all employees covered hereby without favor or discrimination because of race, color, sex, sexual orientation, age, national origin, political or religious opinions or affiliations, or disability status or other factors not directly related to the successful performance of the job.

ARTICLE 7 TERM

The term of this Memorandum of Understanding shall commence on the date when the terms and conditions for its effectiveness, as set forth in Article 3, IMPLEMENTATION, are fully met, but in no event shall this Memorandum of Understanding become effective prior to 12:01 a.m. on October 1, 2006. This Memorandum of Understanding shall expire and otherwise be fully terminated at 12:00 midnight on September 30, 2009.

ARTICLE 8 RENEGOTIATION

Section 1 Calendar for Negotiations

In the event either party hereto desires to negotiate a successor Memorandum of Understanding, such party shall serve upon the other its written request to commence negotiations as well as its initial written proposals for such successor Memorandum of Understanding during the period of May 15 to May 31, 2009.

Negotiations shall begin no later than June 15, 2009.

If full and entire agreement on the terms of a successor Memorandum of Understanding is not reached by July 31, 2009, an impasse shall be automatically declared on those issues which remain in dispute unless the parties mutually agree to continue negotiations.

ARTICLE 9 WORK RELEASE FOR NEGOTIATIONS

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

The Chief Administrative Office/Employee Relations Division will meet and consult with SEIU Local 660 thirty (30) calendar days prior to the commencement of negotiations for the purpose of obtaining information to ensure the release of a reasonable number of departmental employee representatives to attend and participate in successor contract negotiations.

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

The parties shall be guided by past bargaining practice and ERCOM decisional precedent in releasing employee representatives to attend contract negotiations.

SEIU Local 660 shall provide a final list containing the names and departments for bargaining committee members (regular members and alternates) to the Chief Administrative Office/Employee Relations Division at least thirty (30) days prior to the commencement of negotiations.

ARTICLE 10 COORDINATED BARGAINING

The parties agree that coordinated bargaining shall take place between the County and SEIU's Local 660 Bargaining Policy Committee. Such bargaining shall include general salary movement, employee benefits, term and common language provisions. Common language provisions shall be included in the individual unit MOUs.

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

The Parties agree that the Fringe Benefits MOU will continue to be bargained between the County and SEIU's Local 660 Bargaining Policy Committee.

ARTICLE 11 GRIEVANCE PROCEDURESection 1 Purpose

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

Section 2 Definitions

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

Section 3 Responsibilities

1. LACEA, Local 660, SEIU, agrees to encourage an employee to discuss his/her complaint with his/her immediate supervisor. The immediate supervisor will, upon request of an employee, discuss the employee's complaint with him/her at a mutually satisfactory time.

2. Departmental Management has the responsibility to:
 - A. Inform an employee of any limitation of the department's authority to fully resolve the grievance; and
 - B. Supply the employee with the necessary information to process his/her grievance to the proper agency or authority.
3. The Union agrees to encourage an employee, who files a formal written grievance, to state clearly and concisely the specific action(s) being grieved, the article(s) violated and the specific remedy requested. If the grievance is returned to the employee, Management will state in writing the reasons for the return. If the grievance was timely filed, new time limits will be established in accordance with Section 7, Level 1 of this grievance procedure.

Section 4 Waivers and Time Limits

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

on the basis of the last decision and the grievance shall not be subject to further appeal or reconsideration.

4. By mutual agreement, the grievance may revert to a prior level for reconsideration.

Section 5 Employee Rights and Restrictions

1. The employee has the right to the assistance of a Union representative in the preparation of his/her written grievance, and to represent the employee in formal grievance meetings. Subject to mutual agreement, considering the nature and complexity of the grievance, an employee may have additional representative(s).
2. The grievant may be required by either party to be present in meetings with Management for purposes of discussing the grievance.
3. A County employee selected as a representative in a grievance is required to obtain the permission of his/her immediate supervisor to absent himself/herself from his/her duties to attend a grievance meeting. The employee representative shall give his/her supervisor reasonable advance notice to ensure that his/her absence will not unduly interfere with Departmental operations.
4. An employee may present his/her grievance to Management on County time. In scheduling the time, place and duration of any grievance meeting, both the employee and Management will give due consideration to the duties each has in the essential operations of the department. No employee shall lose his/her rights because of Management imposed limitations in scheduling meetings.

Section 6 The Parties' Rights and Restrictions

1. Only a person selected by the employee and made known to Management prior to a scheduled formal grievance meeting shall have the right to represent or advocate as an employee's representative.
2. If the employee elects to be represented in a formal grievance meeting, the department may designate a Management representative to be present at such meeting.
3. Management shall notify LACEA, Local 660, SEIU of any grievance involving the terms and conditions of this Memorandum of Understanding.
4. The LACEA, Local 660, SEIU representative has the exclusive right to represent employees at any formal grievance meeting concerning a grievance that directly involves the interpretation or application of the specific terms and provisions of the Memorandum of Understanding.
5. If the LACEA, Local 660, SEIU representative elects to attend any formal grievance meeting, he/she must inform departmental Management prior to such meeting. The department may also designate a Management representative to be present at such meeting.
6. Only County employees who have direct, first-hand knowledge of the event giving

rise to the grievance may be called on as witnesses by the grievant. Such witnesses may attend formal grievance hearings on paid County time.

Section 7 Procedures

Level 1. Supervisor

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

Level 2. Middle Management

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

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