# 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 25th day of February, 2014,

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| BY AND BETWEEN | Authorized Management Representatives (hereinafter referred to as "Management") of the County of Los Angeles (hereinafter referred to as "County") |
| AND | SEIU, LOCAL 721, CTW, CLC (hereinafter referred to as "Union"). |

# TABLE OF CONTENTS


| | | Page |
|---|---|---|
| ARTICLE 1 | PURPOSE | 1 |
| ARTICLE 2 | RECOGNITION | 2 |
| ARTICLE 3 | IMPLEMENTATION | 4 |
| ARTICLE 4 | AUTHORIZED AGENTS | 6 |
| ARTICLE 5 | OBLIGATION TO SUPPORT | 7 |
| ARTICLE 6 | NON-DISCRIMINATION | 8 |
| ARTICLE 7 | TERM | 9 |
| ARTICLE 8 | RENEGOTIATION | 10 |
| ARTICLE 9 | WORK RELEASE FOR NEGOTIATIONS | 11 |
| ARTICLE 10 | COORDINATED BARGAINING | 12 |
| ARTICLE 11 | GRIEVANCE PROCEDURE | 13 |
| ARTICLE 12 | GRIEVANCE MEDIATION | 26 |
| ARTICLE 13 | GRIEVANCES GENERAL IN CHARACTER | 28 |
| ARTICLE 14 | EXPEDITED ARBITRATION | 31 |
| ARTICLE 15 | PAYROLL DEDUCTIONS AND DUES/AGENCY SHOP | 36 |
| ARTICLE 16 | NEW EMPLOYEE ORIENTATION | 41 |
| ARTICLE 17 | MANAGEMENT RIGHTS | 42 |
| ARTICLE 18 | FULL UNDERSTANDING, MODIFICATIONS, WAIVER | 43 |
| ARTICLE 19 | PROVISIONS OF LAW | 46 |
| ARTICLE 20 | CONTRACTING OUT AND TRANSFER OF FUNCTIONS | 47 |
| ARTICLE 21 | STRIKES AND LOCKOUTS | 49 |
| ARTICLE 22 | ALTERNATIVES TO LAYOFFS | 50 |
| ARTICLE 23 | EMPLOYEE BENEFITS | 53 |
| ARTICLE 24 | ASSIGNMENT OF ADDITIONAL RESPONSIBILITIES | 54 |
| ARTICLE 25 | OUT-OF-CLASS ASSIGNMENTS | 56 |
| ARTICLE 26 | POSITION CLASSIFICATION STUDY | 59 |
| ARTICLE 27 | PERSONNEL FILES | 61 |
| ARTICLE 28 | LEAVES OF ABSENCE | 63 |
| ARTICLE 29 | ENHANCED VOLUNTARY TIME-OFF PROGRAM | 68 |
| ARTICLE 30 | EMPLOYEE LISTS | 73 |
| ARTICLE 31 | EMPLOYEE PAYCHECK ERRORS | 74 |
| ARTICLE 32 | EMPLOYEE PARKING | 77 |
| ARTICLE 33 | WORKPLACE RETRAINING | 79 |
| ARTICLE 34 | SEIU, LOCAL 721 COUNTY-WIDE JOINT LABOR-MANAGEMENT COMMITTEE | 82 |
| ARTICLE 35 | WORK ACCESS | 83 |
| ARTICLE 36 | BULLETIN BOARDS | 84 |
| ARTICLE 37 | HEALTH AND SAFETY | 86 |
| ARTICLE 38 | ELECTRONIC HUMAN RESOURCES (E-HR) | 90 |
| ARTICLE 40 | STEWARDS | 93 |

| | | |
|---|---|---|
| ARTICLE 41 | DEPARTMENT OF HEALTH SERVICES AND DEPARTMENT OF PUBLIC HEALTH QUALITY AND RESTRUCTURING | 96 |
| ARTICLE 42 | DEPARTMENT OF MENTAL HEALTH – HEALTHCARE REFORM | 110 |
| ARTICLE 43 | RE-ENGINEERING AND WELFARE REFORM | 114 |
| ARTICLE 44 | DISCIPLINARY MATERIALS | 115 |
| ARTICLE 45 | ACCUMULATION OF LATE MINUTES | 116 |
| ARTICLE 46 | WORK SCHEDULES | 117 |
| ARTICLE 47 | VACATION SCHEDULING | 119 |
| ARTICLE 48 | TRANSFER & ASSIGNMENT - INTERNAL SERVICES DEPARTMENT AND HEALTH SERVICES DEPARTMENT | 121 |
| ARTICLE 49 | TRANSFERS (NOT APPLICABLE TO INTERNAL SERVICES AND HEALTH SERVICES DEPARTMENT EMPLOYEES) | 125 |
| ARTICLE 50 | UNIFORMS | 126 |
| ARTICLE 51 | LAUNDRY ACTIVITIES COMMITTEE - UNIFORMS | 129 |
| ARTICLE 52 | WORKLOAD | 130 |
| ARTICLE 53 | TRAINING | 133 |
| ARTICLE 54 | HOSPITAL VISITING HOURS | 135 |
| ARTICLE 55 | WEARING OF UNION BUTTONS | 136 |
| ARTICLE 56 | AFFIRMATIVE ACTION | 137 |
| ARTICLE 57 | OVERTIME | 138 |
| ARTICLE 58 | COMMUNICATION TECHNOLOGIES | 143 |
| ARTICLE 59 | WEEKEND WORK | 144 |
| ARTICLE 60 | EQUIPMENT | 145 |
| ARTICLE 61 | BU 201 BUIILDING CUSTODIANS COUNTYWIDE LABOR-MANAGEMENT COMMITTEE | 146 |
| ARTICLE 62 | SPECIAL PAY PRACTICES | 148 |
| ARTICLE 63 | SALARIES | 151 |
| APPENDIX | | 155 |
| APPENDIX A | OFFICE ERGONOMIC GUIDELINES | 156 |
| APPENDIX B | EMPLOYEE RIGHTS AND RESPONSIBILITIES UNDER THE FAMILY AND MEDICAL LEAVE ACT | 159 |
| "NOTICE A" | PREGNANCY DISABILITY LEAVE | 160 |
| "NOTICE B" | FAMILY CARE AND MEDICAL LEAVE (CFRA LEAVE) AND PREGNANCY DISABILITY LEAVE | 161 |
| 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 RECOGNITION

### Section 1

Pursuant to the provisions of the Employee Relations Ordinance of the County of Los Angeles and applicable State law, LACEA, SEIU, Local 721, and Local 434, SEIU, as a Joint Council, were 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. On March 26, 1993, Local 434 was designated as the sole representative. Effective January 15, 2000, the Employee Relations Commission recognized LACEA, SEIU, Local 721, 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. The Los Angeles County Employee Relations Commission adopted an Amendment of Certification on February 26, 2007, transferring representational responsibilities to SEIU, Local 721 for bargaining units formerly represented by SEIU, Local 721 and SEIU, Local 535. Management hereby recognizes Los Angeles County Employees Association, SEIU, Local 721, as the certified majority representative of the employees in said Unit.

Section 2 Exclusive Recognition

Management agrees that it shall recognize SEIU, Local 721 as the exclusive representative of the employees in said Unit when County rules, regulations, or laws are amended, and SEIU, Local 721 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 Executive 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 SEIU, Local 721 principal authorized agent shall be the Executive Director, or his/her duly authorized representative (Address: 1545 Wilshire Boulevard, Suite 100, Los Angeles, California 90017; 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 SEIU, Local 721, 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 SEIU, Local 721 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 said Memorandum of Understanding become effective prior to 12:01 a.m. on October 1, 2013. This Memorandum of Understanding shall expire and otherwise be fully terminated at 12:00 midnight on September 30, 2015.

## ARTICLE 8 RENEGOTIATION

In the event either party hereto desires to negotiate the provisions of a successor Memorandum of Understanding, such party shall serve upon the other its written request to commence negotiations as well as its initial written proposals for such successor Memorandum of Understanding, during the period of February 15 to February 28, 2015.

Negotiations shall begin no later than March 15, 2015. If full and entire agreement on the terms of a successor Memorandum of Understanding is not reached by April 30, 2015, 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 negotiations and endeavor to reach agreement on a successor Memorandum of Understanding.

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

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

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

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

## ARTICLE 10 COORDINATED BARGAINING

The parties agree that coordinated bargaining shall take place between the County and SEIU, Local 721's 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 MOUs. 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, Local 721's Bargaining Policy Committee.

## ARTICLE 11 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 his/her immediate supervisor.

   A group grievance is a common complaint by a number of employees within the department or a unit thereof.

3. "Business Days" mean calendar days exclusive of Saturdays, Sundays, and legal holidays.

Section 3 Responsibilities

1. SEIU, Local 721, 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 him/herself from his/her duties to attend a grievance meeting. The employee representative shall give his/her supervisor reasonable advance notice to ensure that his/her absence will not unduly interfere with Departmental operations.

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

Section 6 The Parties' Rights and Restrictions

1. Only a person selected by the employee and made known to Management prior to a scheduled formal grievance meeting shall have the right to represent or advocate as an employee's representative.

2. If the employee elects to be represented in a formal grievance meeting, the department may designate a Management representative to be present at such meeting.

3. Management shall notify SEIU, Local 721 of any grievance involving the terms and conditions of this Memorandum of Understanding.

4. The SEIU, Local 721, representative has the exclusive right to represent employees at any formal grievance meeting concerning a grievance that directly involves the interpretation or application of the specific terms and provisions of the Memorandum of Understanding.

5. If the SEIU, Local 721 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.

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

Level 3 Department Head

A. Within ten (10) business days from his/her receipt of the decision resulting from the previous level, the employee may appeal to the Department Head using the original copy of the grievance.

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

C. If the Department Head or his/her designated representative fails to give a decision within the specified time limit, the Union shall have the option of referring a grievance alleging a violation of the negotiated agreement between the parties to arbitration.

D. On matters that are not subject to arbitration pursuant to Section 8 hereafter, the written decision of the Department Head or his/her designated representative shall be final.

Section 8 Arbitration

1. Within thirty (30) business days from the receipt of the written decision of the Department Head, or his/her designated representative, SEIU, Local 721, may request that the grievance be submitted to arbitration as provided for hereinafter.

2. Only those grievances which directly concern or involve the interpretation or application of the specific terms and provisions of this Memorandum of Understanding may be submitted to arbitration hereunder. In no event shall such arbitration extend to:

A. The interpretation, application, merits or legality of any state or local law or ordinance, including specifically all ordinances adopted by County's Board of Supervisors; unless the arbitrator, in his/her discretion, finds it necessary to interpret or apply such state or local law in order to resolve the grievance which has been submitted to the arbitrator.

B. The interpretation, application, merits, or legality of any or all of the County of Los Angeles Civil Service Rules, nor matters under the jurisdiction of the Civil Service Commission for which said Commission has established procedures or processes by which employees or employee organizations may appeal to, or request review by, said Civil Service Commission, including, but not limited to, discharges, reductions, and discrimination.

C. The interpretation, application, merits or legality of the rules or regulations of the Department Head, the Chief Executive Office, or any other County Department, agency, or commission, unless the arbitrator, in his/her discretion, finds it necessary to interpret or apply such rules or regulations in order to resolve the grievance which has been submitted to the arbitrator.

D. Grievances on competent or better performance evaluations which do not meet the guidelines set forth at the Employee Relations Commission meeting of December 19, 1986. Management shall notify the Union within fifteen (15) business days prior to hearing if it intends to argue arbitrability. Both parties reserve the right to challenge a Commission decision in other forums.

3. In the event SEIU, Local 721 desires to request that a grievance, which meets the requirement of Paragraph 2 hereof, be submitted to arbitration, it shall within the time requirements set forth above send a written request to County's Employee Relations Commission, with a copy thereof simultaneously transmitted to County's Chief Executive Officer and to the County Department Head or Officer affected. The written request shall set forth the specific issue or issues still unresolved through the grievance procedure and which are to be submitted to arbitration.

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

will select an arbitrator through an alternate striking of names from that list. The party to strike the first name will be determined by chance.

5. Arbitration of a grievance hereunder shall be limited to the formal grievance as originally filed by the employee to the extent that said grievance has not been satisfactorily resolved. Arbitration hereunder shall be conducted in accordance with applicable rules and procedures adopted or specified by County's Employee Relations Commission, unless the parties hereto mutually agree to other rules or procedures for the conduct of such arbitration. The fees and expenses of the arbitrator shall be shared equally by the parties involved, it being understood and agreed that all other expenses including, but not limited to, fees for witnesses, transcripts, and similar costs incurred by the parties during such arbitration, will be the responsibility of the individual party involved.

6. Prior to a hearing by an arbitrator, a representative of the County and the Union shall meet and prepare a submission statement setting forth the issue(s) to be determined which shall be submitted to the arbitrator. In the event the County and the Union cannot jointly agree on a submission statement, then at the hearing, each party shall present to the arbitrator, its own submission statement in which case the arbitrator shall determine the issue(s) to be resolved.

7. The decision of an arbitrator resulting from any arbitration of grievances hereunder shall not add to, subtract from, or otherwise modify the terms and conditions of this Memorandum of Understanding.

8. The decision of the arbitrator shall be binding upon the Union. To the extent the decision and award of the arbitrator does not require legislative action by the Board of Supervisors, such decision and award shall be binding upon the County. If within sixty (60) days of receiving notice of a decision and award requiring legislative action by the Board of Supervisors, such legislative action is not taken, the arbitrator's decision and award shall have no force or effect whatsoever. The Union may then resort to a court of competent jurisdiction to pursue whatever other legal remedies are available to it under the provisions of this Memorandum of Understanding.

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

Purpose

Recognition

Non-Discrimination

Implementation Term

Renegotiation

Safety and Health

Payroll Deductions and Dues

Authorized Agents

Provisions of Law

Workplace Retraining

New Employee Orientation

ARTICLE 12 GRIEVANCE MEDIATION

1. This procedure is an alternate dispute resolution and does not supersede the provision of Article11, Grievance Procedure.

2. Only those grievances which meet the requirements for submission to arbitration pursuant to Article11, Section 8, can be submitted to grievance mediation. Both SEIU, Local 721 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 SEIU, Local 721 may request the assistance of a mediator from the State Mediation and Conciliation Service to resolve the grievance. It is the intent of the parties that the grievance mediation session shall begin as soon as practicable consistent with the mediator's schedule.

4. The parties agree that no stenographic record of the session will be made, there will be no representation by Counsel, and there will be no pre- or post-hearing briefs filed.

5. The mediator's role shall be to assist the parties to reach an agreement. The mediator shall not have authority to impose a settlement on the parties. Any final settlement of the grievance shall be reduced to writing and signed by

Management, SEIU, Local 721, and the grievant. The final agreement shall be binding on all parties. Final agreements reached by the parties shall not be published or precedent setting in any other dispute.

6. The mediator may provide the parties with a private, informal, non-binding assessment of the procedural and substantive merits of the dispute, and how an arbitrator may likely decide the grievance.

7. All mediation sessions shall be confidential. The content of the mediation proceedings including, but not limited to, settlement proposal or any concessions agreed to or offered during mediation shall not be admissible in an arbitration of this grievance or any other similar dispute.

8. The parties agree that the provisions of this Article shall not be subject to arbitration.

## ARTICLE 13 GRIEVANCES GENERAL IN CHARACTER

In order to provide an effective mechanism whereby disagreements between SEIU, Local 721 and Management concerning the interpretation or application of any of the provisions of this Memorandum of Understanding affecting the rights of the parties or the working conditions of a significantly large number of employees in the unit may be effectively resolved, the following procedures are agreed upon:

A. Where SEIU, Local 721, has reason to believe that Management is not correctly interpreting or applying any of the provisions of this Memorandum of Understanding, Local721, SEIU, 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, SEIU, Local 721, shall have the right to meet with the principal representative(s) of the County who have the authority to resolve the matter. For purposes of this provision, Management's principal representative(s) shall mean the County Department Heads who have authority to resolve the matter or their authorized representatives, including the Chief Executive Officer or his/her authorized representative.

C. Within ten (10) business days after the meeting, Management's principal representative(s) shall respond to SEIU, Local 721, in writing, setting forth Management's decision and reasons therefore.

D. Within ten (10) business days from receipt of Management's written decision, if the matter is not satisfactorily resolved, and if the disagreement meets the requirements of Section 8, Subsection 2 of Article 11 the disagreement may be submitted to arbitration in accordance with the provisions of Section 8 of Article 11 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 11 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 11 hereof.

ARTICLE 14 EXPEDITED ARBITRATION

1. This is an alternate to the procedure set forth in Section 8, Arbitration, of Article11, Grievance Procedure and will only be utilized upon mutual written agreement of the parties.

2. A joint submission statement setting forth the issue(s) to be determined will be prepared prior to the hearing by an arbitrator. If the parties cannot agree to a submission statement, the expedited arbitration procedure will not be utilized.

3. Only those grievances which directly concern or involve the interpretation or application of the specific terms and provisions of this Memorandum of Understanding may be submitted to arbitration hereunder. In no event shall such arbitration extend to:

   A. The interpretation, application, merits, or legality of any state or local law or ordinance, including specifically all ordinances adopted by County's Board of Supervisors; unless the arbitrator, in his/her discretion, finds it necessary to interpret or apply such state or local law in order to resolve the grievance which has been submitted to the arbitrator.

   B. The interpretation, application, merits, or legality of any or all of the County of Los Angeles Civil Service Rules, nor matters under the jurisdiction of the Civil Service Commission for which said Commission has established

procedures or processes by which employees or employee organizations may appeal to, or request review by, said Civil Service Commission, including, but not limited to, discharges, reductions, and discrimination.

C. The interpretation, application, merits or legality of the rules or regulations of the Department Head, the Chief Executive Office, or any other County department, agency or commission, unless the arbitrator, in his/her discretion, finds it necessary to interpret or apply such rules or regulations in order to resolve the grievance which has been submitted to the arbitrator.

4. It is agreed that representatives of the Chief Executive Office, Employee Relations Division, and SEIU, Local 721, will meet and attempt to implement the procedure within sixty (60) business days from the implementation date of this Memorandum-of Understanding.

5. The parties shall select an arbitrator from the panel of arbitrators previously agreed to by the parties and established for the purpose of conducting expedited arbitration proceedings:

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

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

6. The arbitrator selected shall hear the grievance(s) within ten (10) working days of his/her selection, and may hear multiple cases during the course of the day. However, six (6) hours of hearings will constitute one day.

7. Arbitration of a grievance hereunder shall be limited to the formal grievance as originally filed by the employee to the extent that said grievance has not been satisfactorily resolved.

8. The arbitrator shall issue a "bench" decision at the conclusion of the parties' testimony. Only by mutual agreement of the parties and the arbitrator will a written decision be issued.

9. The decision of an arbitrator resulting from any arbitration of grievances hereunder shall not add to, subtract from, or otherwise modify the terms and conditions of this Memorandum of Understanding.

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

11. Election of this binding forum shall constitute a waiver by all parties to this process of all other administrative processes for the resolution of this dispute in whole or in part and the award shall not be appealed. The decision from this arbitration shall not be precedent setting.

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

Purpose

Recognition

Non-Discrimination

Implementation

Term

Renegotiation

Safety and Health

Payroll Deductions and Dues

Authorized Agents

Provisions of Law

Workplace Retraining

New Employee Orientation

## ARTICLE 15 PAYROLL DEDUCTIONS AND DUES/AGENCY SHOP

### Section 1 Deductions and Dues

It is agreed that Union dues and such other deductions as may be properly requested and lawfully permitted shall be deducted, in accordance with the provisions of applicable State law, semi-monthly by Management from the salary of each employee covered hereby who files with County a written authorization requesting that such deductions be made or who is subject to an automatic Fair Share Fee or Agency Fee deduction pursuant to an agency shop provision.

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

### Section 2 Agency Shop Defined

It is mutually agreed by the parties that the term "agency shop" means that every employee represented by this Unit shall, as a condition of continued employment, either join the certified majority representative organization, or pay the organization a Fair Share Fee equal to Union dues or pay an Agency Shop Fee; or pay a sum equal to the Agency Shop Fee to a non-religious, and non-labor charitable fund exempt from taxation under Section 501(c)(3) of the Internal Revenue Service Code.

Section 3 Religious Objections

An employee who is a member of a bona fide religion, body, or sect which has historically held conscientious objections to joining or financially supporting public employee organizations, shall not be required to join or financially support the Union. Such employee shall, in lieu of periodic dues or Fair Share Fees, pay sums equal to Agency Shop Fees to a non-religious, and non-labor charitable fund exempt from taxation under Section 501(c)(3) of the Internal Revenue Service Code. Such sums shall be paid through payroll deduction to eligible charitable agencies available through the Los Angeles County Charitable Giving Program.

Section 4 Agency Shop

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

Section 5 Rescission

It is mutually agreed by the parties that the agency shop provisions in this Memorandum of Understanding may be rescinded by a majority vote of all the employees represented by this Unit, under procedures established by the Employee Relations Commission. In the event such agency shop provisions are rescinded, then the procedures as described in Section 1 and 6 shall prevail. There can only be one election during the term of this Memorandum of Understanding.

Section 6 Security Clause

Any employees in this unit who have authorized Union dues deductions on the effective date of this Memorandum of Understanding or at any time subsequent to the effective date of this Memorandum of Understanding shall continue to have such dues deduction made by the County during the term of this Memorandum of Understanding; provided, however, that any employee in the Unit may terminate such Union dues during the period May 10 through May 31, of the final year of this Memorandum of Understanding, by notifying the Union of their termination of Union dues deduction. Such notification shall be by certified mail and should be in the form of a letter containing the following information: employee name, employee number, job classification, department name and name of Union from which dues deductions are to be cancelled. The Union will provide the County's Auditor-Controller with the appropriate documentation to process these dues cancellations within ten (10) business days after the close of the withdrawal period.

Section 7 Union Responsibilities - Hudson Notice

The Union agrees to provide notice and maintain constitutionally acceptable procedures to enable non-member agency shop fee payers to meaningfully challenge the propriety of the use of agency shop fees as provided for in Chicago Teachers Union, Local No. 1, AFT, AFL-CIO et al. v. Hudson, 106 S. Ct. 1066 (1986). Such notice and procedures shall be provided to non-member agency shop fee payers for each year that the agency shop Memorandum of Understanding is in effect.

Section 8 Implementation

Any employee hired by the County subject to this Memorandum of Understanding on or after the date of implementation of this Article, shall be provided, through the employee's department, with a notice advising that the County has entered into an Agency Shop agreement with the Union and that all employees subject to the Memorandum of Understanding must either join the Union; pay a Fair Share Fee equal to Union dues; or pay an Agency Shop Fee to the Union; or execute a written declaration claiming a religious exemption from this requirement. Such notice shall include a payroll deduction authorization form for the employee's signature authorizing payroll deduction of Union dues, Fair Share Fees, Agency Shop Fees or execution of a written declaration claiming a religious exemption from this requirement. Said employee shall have thirty (30) working days following the initial date of employment to fully execute the authorization form of his/her choice and return said form to the Union or departmental payroll office. If the form is not completed and returned within thirty (30) working days, the County Auditor shall commence and continue a payroll deduction of a Fair Share Fee equal to Union dues from the regular pay warrants of such employee.

The effective date of deducting Union dues, Fair Share Fees, Agency Shop Fees, or charitable contributions shall be the first pay period following thirty (30) working days of employment or the pay period this Article becomes implemented for current employees, whichever is later.

Section 9 List of New Employees/Separations

The County will furnish the Union with a semi-monthly list of new employees/separations at the cost established by the Auditor-Controller for processing and photocopying documents. The list shall contain the name, employee number, date of hire into the Unit, item step, salary rate, classification, title, item number, item sub, work location, latest hire date and job appointment date of all employees who enter the Bargaining Unit and who are covered by this Memorandum of Understanding. Such list shall include new hires, and employees promoted, demoted or transferred into the Bargaining Unit. The semi-monthly list shall also contain information which includes the names and effective dates of employees leaving this Bargaining Unit.

Section 10 Indemnification Clause

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

## ARTICLE 16 NEW EMPLOYEE ORIENTATION

Subject to prior approval of the Department Head, SEIU, Local 721 representatives shall be notified of and participate in new employee orientation on County time for the sole purpose of providing employees information regarding SEIU, Local 721 Union membership.

This Article shall be subject to advisory arbitration.

## ARTICLE 17 MANAGEMENT RIGHTS

It is the exclusive right of the County to determine the mission of each of its constituent departments, boards, and commissions, set standards of services to be offered to the public, and exercise control and discretion over its organization and operations. It is also the exclusive right of the County to direct its employees, take disciplinary action for proper cause, relieve its employees from duty because of lack of work or for other legitimate reasons, determine the methods, means and personnel by which the County's operations are to be conducted, to reorganize any county department during the term of this agreement; however, Management shall at the earliest time possible meet and confer with the Union on the impact of any decision to reorganize when such issues are not covered by Civil Service rules or Memoranda of Understanding; 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 18 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 or existing understanding or agreements by the parties, whether formal or informal, regarding any such matters are hereby superseded or terminated in their entirety. It is agreed and understood that each party hereto voluntarily and unqualifiedly waives its right, and agrees that the other shall not be required, to negotiate with respect to any subject or matter covered herein.

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

### Section 2

It is understood and agreed that the provisions of this Section are intended to apply only to matters which are not specifically covered in this agreement.

It is recognized that during the term of this agreement it may be necessary for Management to make changes in rules or procedures affecting the employees in the Unit.

Where Management finds it necessary to make such change it shall notify the Union indicating the proposed change prior to its implementation.

Where such change would significantly affect the working conditions of a significantly large number of employees in the Unit; where the subject matter of the change is subject to negotiations pursuant to the Employee Relations Ordinance and where the Union requests to negotiate with Management, the parties shall expeditiously undertake negotiations regarding the effect the change would have on the employees in the Unit.

The phrase "significantly large number" shall mean (a) a majority of the employees in the Unit, (b) all the employees within a department in the Unit, or (c) all of the employees within a readily identifiable occupation such as Stenographer or Truck Driver.

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

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

Section 3

Nothing herein shall limit the authority of Management to make necessary changes required during emergencies. However, Management shall notify the Union of such changes as soon as practicable. Such emergency assignments shall not extend beyond the period of the emergency. "Emergency" is defined as an unforeseen circumstance requiring immediate implementation of the change.

Section 4

Where Management makes any changes in working conditions because of the requirements of law, including ordinances adopted by the Board of Supervisors, the County shall not be required to negotiate the matter or manner of compliance with such law where the manner of compliance is specified by such law.

Section 5

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

## ARTICLE 19 PROVISIONS OF LAW

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

## ARTICLE 20 CONTRACTING OUT AND TRANSFER OF FUNCTIONS

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

Prior to the release of a Request for Proposal (RFP) the Department shall provide a copy of the RFP to SEIU, Local 721 and in coordination with the Chief Executive Office Employee Relations Division offer to meet and consult with the Union within ten (10) business days. Additionally, prior to the release of any Government Code Section 31000.4 and Proposition A contract RFP, the parties agree to jointly review and consult on said contracts. The review will include but is not limited to the cost savings, service delivery and the quality control aspects of the recommended contract(s).

When 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.

## ARTICLE 21 STRIKES AND LOCKOUTS

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

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

## ARTICLE 22 ALTERNATIVES TO LAYOFFS

### Section 1 Board Policy on Work Force Reductions

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

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

a) Discontinuing non-County contracted temporary personnel (Government Code Section 31000 et. seq.) who perform functions comparable to County positions subject to demotion or layoff, and

b) Take other action appropriate to mitigate the adverse impact on workforce reductions on permanent employees.

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

### Section 2 Department of Human Resources

The Department of Human Resources shall coordinate with Departmental management to implement Board Policy on workforce reductions on a County-wide basis and enhance the County's on-going efforts to find alternative placement for

employees subject to layoff or demotion due to workforce reductions. Management shall factor in attrition, implement transfers of qualified employees to available vacancies, recommend to the Board and/or CEO to reduce or discontinue departmental personnel services contracts, and allow voluntary demotions before laying off any 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 who are hiring workers.

Section 3 Civil Service Rules

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

Section 4 Proposition A Contracts

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

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

Section 5 Notice Provisions for Layoffs and Demotions

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

## ARTICLE 23 EMPLOYEE BENEFITS

The parties agree that the provisions of the Memoranda of Understanding regarding Fringe Benefits, Mileage and Retirement between the County of Los Angeles and SEIU, Local 721, in effect during the term of this agreement shall apply to employees in this Unit.

## ARTICLE 24 ASSIGNMENT OF ADDITIONAL RESPONSIBILITIES

Any permanent, full-time employee shall be entitled to additional compensation equivalent to two standard salary schedules for the performance of additional responsibilities of a higher level which are assigned or approved by the Department Head or designated Management representative and approved by the Chief Executive Office.

Within ten (10) business days, the Department shall notify an employee in writing of the approval or denial of his/her written request for the additional responsibilities bonus.

To qualify for this additional compensation, a full-time, permanent employee must either perform significant duties of a higher level class or be assigned a special project or assignment which requires the performance of additional duties and carries additional responsibilities beyond those typically assigned to the employee's class. The assignment of additional duties normally performed by incumbents of the employee's class shall not qualify for this additional compensation.

This additional compensation shall begin on the first day the additional responsibilities are assigned by Management and performed by the employee and shall end on the day the additional responsibilities are no longer performed. Management shall notify the employee of the termination of any assignment for which he or she qualifies for

the additional responsibilities bonus. In no event shall an employee receive compensation pursuant to this Section and receive the out-of-class bonus pursuant to Article 25 for the same assignment.

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

## ARTICLE 25 OUT-OF-CLASS ASSIGNMENTS

### Section 1 Definition

A. For the purpose of this Article, an out-of-class assignment is the full-time performance of all the significant duties of an allocated vacant[1], funded position in one class by an individual in another class.

B. The amount of the bonus shall be two standard salary schedules and shall not constitute a base rate. When a class is compensated on a flat rate, the amount of the bonus shall not exceed 5% of the base rate. Where the difference between rates of the employee's class and the out-of-class assignment is less than the above bonus, the employee shall receive the rate for the higher class. This bonus is paid pursuant to the conditions described below.

### Section 2 Conditions

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

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

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1For the purpose of this article, vacancies due to leaves of absence shall be defined as in County Code Section 6.20.110.

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

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

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

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

Section 3 Special Provisions

A. Nothing herein shall be construed to limit the authority of Management to make temporary assignments to different or additional locations, shifts or work duties for the purpose of meeting emergency situations over which the department has no control. However, such assignment shall not extend beyond the period of such emergency.

B. Nothing in this article shall be construed as limiting Management's authority to make temporary incidental assignments on higher rated classifications work, or to assign employees out-of-class for the purpose of training without any additional compensation for the duration of such training.

Written confirmation of such assignment will be placed in the employee's personnel file upon request of the employee.

C. It is agreed that the provisions of this article will be applied within departments and districts within the County and is not intended to apply across departmental organizational units.

D. Upon the employee's written request a written confirmation of his/her out-of-class assignment shall be placed in the employee's personnel file after completion of the out-of-class assignment. A copy will be provided to the employee.

E. Grievances filed under this article may be filed under the expedited arbitration procedure set forth in this MOU.

## ARTICLE 26 POSITION CLASSIFICATION STUDY

### Section 1 Definition and Authority

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

### Section 2 Intent

It is the intention of the parties that this article is included only to inform employees of the established processes and procedures to follow when requesting a classification study on their own behalf and to further inform them of the parties' understanding on the acknowledgment of such studies and follow-up reports.

### Section 3 Procedures

A request for a classification study by an employee who believes his/her position is misclassified must be submitted in writing to the employee's department. If the employee's department cannot support the employee's request, it will be returned to the employee within thirty (30) days with an explanation. If the employee still believes the request is justified, the employee has the right to resubmit the request to the employee's department, which shall in turn schedule and conduct a classification study as defined by the Director of Personnel.

Section 4 Acknowledgment and Follow-Up Reports

Management agrees that all employee-initiated classification study requests shall be promptly acknowledged. Further, the department will inform the employee, and the Union may request a status report on the estimated completion date of the study. The departmental Management will keep the employee informed of study progress and forward written objections from the employee to either the Director of Personnel or the departmental Personnel Office, whichever is appropriate. It is further agreed that, if, within ninety (90) days, no action has been taken on an employee-initiated study, the departmental Personnel Officer or the Director of Personnel shall provide progress reports to the employee and to the Union upon the request of either.

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

## ARTICLE 27 PERSONNEL FILES

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

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

The employee may file a grievance regarding any such document within the prescribed time limits of the grievance procedure. If the employee fails to file a grievance within the designated time limits, the document becomes part of the official file. If the employee does file a grievance within the designated time limits, said document shall not be placed in the official file nor referenced in any Performance Evaluation or Appraisal of Promotability until the grievance procedure or civil service

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

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

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

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

## ARTICLE 28 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 and such procedures as are determined by the Director of Personnel and by the Department Head.

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

Section 4 Employee Organization Leave

SEIU, Local 721 requests for employee organizational leave for at least thirty (30) calendar days or more, shall be made in writing to the CEO/Employee Relations Division and to the affected Department at least ten (10) business days in advance of the leave. SEIU, Local 721 may not have more than ten (10) employees in the Bargaining Unit on leave of absence to accept employment with SEIU, Local 721. These leaves are subject to the Civil Service Rules.

The employee must have 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 SEIU, Local 721 business as it is related to County functions. The leave shall be without County pay or benefits of any kind. In no case shall an individual employee's leave extend beyond a year. Except by mutual agreement, no more than one (1) employee shall be on such leave from any given department.

Section 5 Family Leave

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

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

B. The parties agree that within sixty (60) days of implementation of this contract, upon the request of the employee, the County shall provide the employee with a summary of the County of Los Angeles Family Leave Policy Guidelines.

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

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

Section 6. Jury Duty and Witness Leave

During the time an employee is actually reporting to the court for jury duty and following receipt of "Certificate of Jury Service" (Jury Form 4), the Department Head or his/her designate will convert the employee's usual shift to a regular five-day Monday through Friday day-shift basis.

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

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

Section 7. Other Leaves

The parties agree that employees covered by this Memorandum of Understanding are subject to other County authorized leave provisions including but not limited to: military leave, disaster leave, leave for civil service examinations and leave for school or child day care program activities. Specific leave information is available in the Appendix.

## ARTICLE 29 ENHANCED VOLUNTARY TIME-OFF PROGRAM

Program Description:

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

Program Requirements:

The EVTO program includes the following elements and requirements:

-- Implementation of the provisions of the Enhanced Voluntary Time – Off Program within each Department shall be subject to prior authorization by the Chief Executive Officer.

-- The Chief Executive Officer may establish procedures and issue administrative instructions regarding the operation of the Enhanced Voluntary Time-Off Program.

-- In order to maintain critical public services, all requests by employees for unpaid EVTO leave must be in writing and be approved in advance by the Department Head or his/her designee.

-- During specific times each fiscal year, employees who wish to participate in EVTO will pledge the number of hours to be taken as EVTO. This will assist the departments in determining projected savings.

-- In the event of an industrial injury or unforeseen hardship which significantly impacts an employee's decision to request EVTO, such employee shall be able to rescind or modify his or her EVTO pledge. However, a change or modification in scheduling days off must be approved by department Management.

-- In the event of a County emergency affecting public health or safety, a Department Head may rescind all or part of any EVTO pledge, and require such employee to return to work immediately. Nothing in this paragraph reduces the authority of a Department Head to terminate any leave of absence as described in Civil Service Rule 16.04.

-- An employee may take up to sixty (60) calendar days of EVTO each fiscal year during this program (see below for EVTO after sixty (60) days) with the following benefit guarantees:

    -- EVTO may be taken as sixty (60) or fewer consecutive calendar days; as a reduced work-week schedule (4/36 or other); or as occasional days off with Management approval.

-- EVTO will not affect flexible benefit plan County contributions, or vacation and sick leave accrual. However, employees may wish to schedule occasional EVTO days to avoid loss of pay for weekend and holiday days.

-- An employee will receive retirement credit for each month in which the employee has any retirement eligible earnings. In the event the employee's earnings are less than enough to pay the employee contribution to LACERA, the employee may pay the required employee contribution directly to LACERA to receive retirement credit for that month. Such payments shall be made within thirty (30) days following the end of the month in which the contribution was not made.

-- EVTO will not constitute a break in service and will count towards time in service for step advancement and continuous service date.

-- An employee may take a total of one (1) year of EVTO with the following parameters:

-- A full year of EVTO will not constitute a break in service and will count towards time in service for step advancement and continuous service date.

-- After the first sixty (60) days of EVTO, the sixty (60) day EVTO benefit guarantees will not apply.

-- Retirement service credit will not accrue during this period.

-- FLSA Non-exempt employees may request EVTO in increments as little as one hour.

-- FLSA Exempt employees must request EVTO in full work day increments.

-- EVTO is granted without requiring employees to first use accumulated vacation and compensatory time-off.

-- EVTO is not available to employees on any other paid or unpaid leave.

-- Department Heads may continue to approve other unpaid leave of absences.

-- If the employee's request is not approved, Management will respond in writing to the employee giving the reason(s) for denial.

-- EVTO will be actively encouraged by Management and Local 721 in order to achieve savings.

## Special Unpaid Voluntary Time-Off

## (60-Day Program)

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

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

** Retirement Service Credit for plans A-D and Plan G will accrue for any month in which an employee receives retirement eligible earnings and earns sufficient salary to pay employee LACERA contribution, or makes such contribution other than with County earnings.

For Retirement Plan E, service credit will not accrue for any month in which an employee has no retirement eligible earnings.

## ARTICLE 30 EMPLOYEE LISTS

Within sixty (60) days from the effective date of this Memorandum of Understanding, SEIU, Local 721 may request a computer electronic text file of the names, gender, employee numbers, item numbers, item title, item sub., department numbers and pay location and home addresses of all employees in the Unit. Every reasonable effort shall be made to provide the electronic text file in the format specified by SEIU, Local 721. Such electronic text file listing may be requested monthly.

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

> SEIU, Local 721, has been certified as your majority representative. SEIU, Local 721 is certified to represent you in negotiations with the County on salaries, hours of work, and conditions of employment.
>
> If you want information, or if you wish to join SEIU, Local 721, call (213) 368-8660 or see your Union Representative where you work.
>
> SEIU, Local 721, 1545 Wilshire Boulevard, Suite 100, Los Angeles, CA 90017.

## ARTICLE 31 EMPLOYEE PAYCHECK ERRORS

### Section 1 Underpayments

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

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

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

Section 2 Overpayments

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

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

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

Section 3 Grievances

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

Section 4 Notice

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

Section 5 Garnishments

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

## ARTICLE 32 EMPLOYEE PARKING

### Section 1 Employee Participation in Regulation XV Plans

The Union recognizes the County's obligation to fulfill employer requirements for traffic reduction under the South Coast Air Quality Management District Regulation XV. It is the Union's intent to assist the County in fulfilling its obligation.

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

### Section 2 Union Right to Negotiate Traffic Reduction Plans

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

of such recommendation. The parties agree to expeditiously undertake such negotiations prior to implementation.

Section 3 Safe and Adequate Parking

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

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

## ARTICLE 33 WORKPLACE RETRAINING

### Section 1

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

Any balance from the Training Fund received from the County for fiscal year 2013-2014 will be forwarded to fiscal year 2014-2015. Any balance from the fiscal year 2015-2016 will be carried over into the next fiscal year. In no event shall the total dollar amount including any balances from any fiscal year (2013-2014, 2014-2015, July 1, 2015 to September 30, 2015) exceed $1.5 million.

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

Section 2 Solicitation of Funds

The County agrees to work with Local 721 to seek State and/or Federal Funds available to the County to address retraining needs of employees represented by SEIU, Local 721 adversely impacted as a result of re-engineering/organizational restructuring as ordered by the Board of Supervisors. The County agrees to consult with SEIU, Local 721 regarding its efforts to obtain State and Federal funds for displaced workers affected by layoffs and to partner with SEIU, Local 721 for the joint solicitation of funds as appropriate.

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

Section 3

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

Section 4

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

Section 5

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

This Article shall be subject to advisory arbitration.

## ARTICLE 34 SEIU, LOCAL 721 COUNTY-WIDE JOINT LABOR-MANAGEMENT COMMITTEE

The parties agree to establish a SEIU, Local 721 County-wide Joint Labor-Management Committee to consult in accordance with the Employee Relations Ordinance [5.040.090 (A)] on productivity enhancement, training, bilingual staffing, clerical classification structure, contracting out, child care, and other issues of mutual concern.

The Committee shall be limited to a total of ten (10) members Countywide, unless the parties mutually agree otherwise. Five (5) members shall be appointed by Management and a total of five (5) members representing all SEIU, Local 721 Units shall be appointed by the Executive Director, SEIU, Local 721.

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

## ARTICLE 35 WORK ACCESS

Authorized SEIU, Local 721 representatives shall be given access to work locations during working hours to investigate and process grievances, observe working conditions and post bulletins on bulletin boards. SEIU, Local 721 representatives desiring access to a work location hereunder shall state the purpose of the visit and request from the Department Head or his/her designate, authorization for a reasonable amount of time before the intended visit unless the parties mutually agree to waive notice. SEIU, Local 721 agrees that its representatives will not purposely interfere with operations of departments or any facility thereof.

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

## ARTICLE 36 BULLETIN BOARDS

### Section 1

Management will furnish adequate bulletin board space to Local721, SEIU; where there are existing bulletin boards for the employees in this Unit and where adequate bulletin board space has not yet been made available. Bulletin board space will be visible and accessible.

The boards shall be used for the following subjects:

A. SEIU, Local 721, recreational, Social and related SEIU, Local 721, news bulletins;

B. Scheduled SEIU, Local 721, meetings;

C. Information concerning SEIU, Local 721, elections or the results thereof;

D. Reports of official business of Local 721, SEIU, including Local 721, SEIU, Newsletters, reports of committees or the Board of Directors; and

E. Any other written material which first has been approved and initialed by the designated representative of the Department Head. The designated representative must either approve or disapprove a request for posting within twenty-four (24) hours, excluding Saturday, Sunday and legal

holidays from the receipt of the material and the request to post it. Failure to do so will be considered approval to post the material.

The designated representative will approve all reasonable requests.

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

Section 2

The parties agree to meet and consult on the subject of Electronic Bulletin Boards within ninety (90) days of the Board's approval of the MOU.

## ARTICLE 37 HEALTH AND SAFETY

### Section 1 Parties' Responsibilities

It is the duty of Management to make every reasonable effort to provide and maintain a safe and healthy place of employment. SEIU, Local 721 will cooperate by encouraging all employees to perform their work in a safe manner. It is the duty of all employees in the course of performing their regularly assigned duties to be alert to unsafe and/or unhealthy practices, equipment, and conditions and to report any such unsafe and/or unhealthy practices or conditions to their immediate supervisors. The immediate supervisor will respond within five (5) working days.

If such condition cannot be satisfactorily remedied by the immediate supervisor, the employee or the employee's representative may submit the matter, in writing, to the appropriate Departmental Safety Representative. The Departmental Safety Representative will respond within five (5) working days.

If the employee or the employee's representative is not satisfied with the response of the Departmental Safety Representative, SEIU Local721 may consult with the Chief Executive Office, Risk Management or on his/her designate. A representative of such branch shall respond to the department head and SEIU, Local 721 within (10) working days.

Management shall make available the name and work telephone number of each safety officer/representative in each department and/or work facility. This list will be updated as required.

If SEIU, Local 721 is not satisfied with the response of the Chief Executive Office, Risk Management, the issue may be taken within ten working days to arbitration as set forth in Article 11. During such ten (10) working days, consultation between the department head and SEIU, Local 721 will take place.

On any matter of safety that is not resolved, SEIU, Local 721 may request a meeting between Management and Union representatives.

It is understood and agreed that Local 721 reserves its rights under Article 11, Grievances- General in Character, in cases where SEIU, Local 721 does not consider the resolution of a given safety problem through the procedure outlined herein to be correct in light of the facts of the situation even though the case in dispute may not involve a significantly large number of employees.

Section 2 First Aid Kits

The Departmental Safety Representative or appropriate representative will make every reasonable effort to maintain complete, updated first aid kits at all work facilities and to ensure said kits are accessible to employees.

Section 3

Management and SEIU, Local 721 mutually agree that safety and health conditions in employment in the County of Los Angeles are subject to the provisions of the William-Steiger Occupational Safety and Health Act of 1970 and the California Occupational Act of 1973.

Section 4

Upon request, Management and SEIU, Local 721 mutually agree to establish a joint Health and Safety Committee to review health and safety problems, including but not limited to infections disease control, their causes and prevention and custodial ergonomic issues. The Committee shall consist of four (4) representatives appointed by Local721 and four (4) representatives appointed by Management. The committee shall meet bi-monthly. The committee shall meet on the dates and times mutually agreed upon.

Upon request of SEIU, Local 721, departmental management shall provide SEIU, Local 721 with the total number of Industrial Accidents (IA) regarding unit members of this MOU on file at the time of the request. The information provided will solely consist of a total number of IAs and SHALL NOT include any confidential identifiable data concerning the employee in any manner. Only a total number of IAs on file at the time of the request shall be furnished to SEIU, Local 721.

Section 5

Management agrees that protective clothing and devices currently available to employees shall remain available as long as Management requires such clothing and devices to be used. Where Management continues to require such clothing and devices to be used, Management will use its best efforts to provide replacements within a reasonable time.

Employees shall be given appropriate gear when handling wastes including but not limited to urine, feces, lice infested materials, vomit, materials exposed to contagious diseases, and bed pans.

Section 6

The Department of Health Services Management agrees to provide health and safety and bioterrorism training on an annual basis, and as needed, for personnel working with dangerous equipment including, but not limited to, incinerators, decontamination of test tubes and bio-hazardous wastes.

Section 7

Management agrees to provide small containers for disposal of needles and other hazardous wastes where appropriate.

## ARTICLE 38 ELECTRONIC HUMAN RESOURCES (E-HR)

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

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

## ARTICLE 39 PERSONNEL PRACTICES

### Section 1

The parties agree to establish a Labor-Management Committee to consult on personnel practices. The Committee will consist of five (5) representatives selected by the County and five (5) representatives by the SEIU, Local 721. The Chief Executive Officer will designate a representative from CEO/Employee Relations and Department of Human Resources who have authority to resolve issues. The Committee will meet quarterly and consult on County-wide personnel practices including, but not limited to, performance evaluations, appraisals of promotability, grievance, arbitration, appeal processes, and resolution and payment of awards.

### Section 2 Dignity and Professionalism in the Workplace

1. The Union and Management are committed to working together to ensure a healthy and professional work environment free from emotional and psychological abuse and intimidation and to promote dignity for all workforce members.

2. The Union and Management agree to work together to develop a training program open to managers and SEIU, Local 721 represented employees through the Workforce Development Program, the Million Dollar Training Fund and/or other sources of funding designated to promote dignity, prevent and reduce intimidation and other forms of emotional and psychological abuse in the workplace and create awareness of its negative impact.

3. Labor and Management are committed to working together to address complaints of intimidation and other forms of emotional and psychological abuse in the workplace in a timely manner.

4. The County Department of Human Resources is committed to working with the Union to develop policy to promote dignity and respect at the workplace and to prevent intimidation and other forms of emotional and psychological abuse in the workplace.

## ARTICLE 40 STEWARDS

### Section 1 Legal Rights of Shop Steward

Management recognizes that Local 721 Shop Stewards are the official on-site representatives of the Union and further acknowledges that no Steward or Alternate shall be discriminated against because of the exercise of their rights and duties under the MOU.

### Section 2

It is agreed by the parties of the Memorandum of Understanding that SEIU, SEIU, Local 721, may select a reasonable number of stewards for this Unit. SEIU, SEIU, Local 721 shall give to each Department Head a written list of employees from his/her department who has been selected as stewards. This list shall be kept current by SEIU, Local 721.

Stewards may spend a reasonable amount of time to promptly and expeditiously investigate and process formal grievances, or attend employee orientation meetings, without loss of pay or benefits of any kind. Stewards, when leaving their work locations to transact such investigations or processing shall first obtain permission from their immediate supervisor, and inform the supervisor of the nature of the business. Permission to leave will be granted promptly unless such absence would cause an undue interruption of work. Except, however, denial of permission will automatically constitute an extension of the time equal to the amount of

the delay. If such permission cannot be granted promptly the steward will be immediately informed when time will be made available. Such time will not be more than twenty-four (24) hours, excluding Saturday, Sunday, and holidays, after the time of the steward's request unless otherwise mutually agreed to.

Upon entering a work location, the steward shall inform the cognizant supervisor of the nature of the steward's business.

Permission to leave the job will be granted promptly to the employee involved unless such absence would cause an undue interruption of work.

Except, however, denial of permission will automatically constitute an extension of the time equal to the amount of delay. If the employee cannot be made available, the steward will be immediately informed when the employee will be made available. Such time will not be more than twenty-four (24) hours, excluding Saturday, Sunday, and holidays after the time of the steward's request, unless otherwise mutually agreed to.

SEIU, Local 721 agrees that a steward shall not log compensatory time or premium pay time for the time spent performing any function of a steward.

Management will make every reasonable effort not to reassign a steward if there is any other employee in the same classification who meets the specific qualifications of the vacancy.

The SEIU, Local 721 President, Vice President, and Chair of the Bargaining Policy Committee will be allowed reasonable time off without loss of pay to perform the responsibilities of his/her position.

## ARTICLE 41 DEPARTMENT OF HEALTH SERVICES AND DEPARTMENT OF PUBLIC HEALTH QUALITY AND RESTRUCTURING

### Section 1 Labor-Management Meetings on Quality and Restructuring

Regular meetings shall be established between the Union and Departmental Management to address their shared interest in developing collaborative approaches to meeting joint goals. Topics for discussion include, but are not limited to:

- Improving quality standards
- Patient safety lines
- Preparing for and responding to changes under healthcare reform and new healthcare legislation
- Expanding opportunities to enhance and integrate personal/public health
- Achieving operational efficiencies
- Generating new and increased revenue to the respective departments
- Restructuring initiatives

When appropriate, this Labor Management Quality and Restructuring Committee will propose recommendations to the appropriate department based upon the work and findings of the committee.

Participants on this Labor Management Committee will consist of the bargaining chair, or alternate, from each of the DHS and DPH SEIU 721 Bargaining Units, SEIU, Local 721 representatives, DHS and DPH operational, clinical or executive representatives and CEO staff. When appropriate (based upon the matter to be discussed),

Management will ensure that the appropriate facility-level manager/administrator participates on the committee.

Section 2 Restructuring

Upon written request by the Union, Management agrees to meet and confer with the Union on the impact of implementing work rule changes specifically related to restructuring when such matters are not covered by the Memoranda of Understanding or Civil Service Rules. During the term of this agreement, when such work rule changes are implemented, the significant numbers provision of the Full Understanding, Modification and Waiver Article shall not apply to matters subject to restructuring impact negotiations within each department.

Section 3 Staffing

A. The Department of Health Services, and the Department of Public Health and the Union shall make a reasonable attempt to jointly develop recommendations for submission to the Department of Human Resources regarding new classifications and classification changes identified by the Labor Management Quality and Restructuring Committee or otherwise required. If the County determines that a hiring freeze in the Department of Health Services and/or the Department of Public Health is necessary during the term of this MOU, the Union will be provided with a copy of the report given to the Board of Supervisors.

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

B. Labor, DHS and DPH Management recognize that staffing and workload issues are integral to continuing departmental quality and restructuring, meeting regulatory mandates, providing quality patient care and assuring compliance with regulatory requirements.

Labor, DHS and DPH Management agree that the Labor-Management Quality and Restructuring Committee will establish the structure and direction for a joint staffing committee responsible for the development and implementation of staffing plans within the Departments, and provide recommendations for action. This joint process will continue within 30 business days of Board of Supervisor's approval of this MOU.

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

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

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

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

Section 4 Training

A. The parties agree to establish a Labor-Management Training Board composed of twelve (12) members. There will be six (6) Union members and six (6) Management members to administer any funds allocated for the training program. The Training Board will begin meeting by January 31, 2001.

B. Current County employees in the bargaining unit who are negatively impacted by restructuring shall have first priority for placement in a training program funded as a direct result of Department of Health Services and/or Department of Public Health restructuring.

C. Throughout the term of this MOU, employees of the Department of Health Services and/or Department of Public Health who do not receive the Bilingual Bonus pursuant to County Code Section 6.10.140, may, upon request of the employee, enroll in a basic language course other than English offered by the LA Health Care Workforce Development Program. Upon successful completion of the course, each employee shall be issued a certificate.

D. Management shall make every reasonable effort to release employees to attend training offered through the Workforce Development Program. If the program, including clinical rotations, is in an area of critical need such as but not limited to nursing, radiology, health information technology and laboratory, DHS may release participants for up to sixteen hours per week on county time for HCWDP sponsored projects. SEIU, Local 721 and DHS and DPH will jointly monitor releases to ensure reasonable access to training.

E. Any employee in a career track workforce development training program, including but not limited to the Healthcare Workforce Development Program may request to be placed on an Irregular 40 hour work schedule, which includes two (2) regular work days release time, as part of their work week during the duration of their training in order to provide them time to attend classes.

F. Employees who graduate from Healthcare Workforce Program career path programs for critically needed acute care classifications, including but not limited to ancillary staffing and nursing shall be able to accept the position with no loss of salary in accordance to County Code.

Section 5 Reassignment/Involuntary Transfer within DHS, DPH

A. If the Department of Health Services and/or Department of Public Health determine that reassignments are necessary as a result of restructuring and/or workforce reductions, management shall notify SEIU, Local 721 as soon as administratively possible on the subject prior to implementation. Management shall first use pre-existing geographical preferences as expressed on the Employee Verification Notices. Employees will be assigned to vacancies within their classification based on geographic preference by County seniority. Employees may also be reassigned to vacancies within the same series that require the same qualifications and minimum requirements. This provision shall not be construed to entitle any employee to a promotion.

B. If the number of employees within a classification expressing a preference for a geographic region exceeds the number of vacancies within the region, then reassignments will be made by County seniority.

C. If there are vacancies to be filled that do not match employee preferences, then employees within that classification will be reassigned using inverse County seniority, unless other transfer/reassignment procedures have already been agreed to in the MOU. Management agrees to not unreasonably deny a represented employee's preference to be transferred to any vacant item that they qualify for.

D. Whenever the impacted department has advance knowledge of specific facilities, or job classes that may be subject to reassignment, the department's Human Resources office shall offer potentially impacted employees the opportunity to submit or amend their Employee Verification Notices.

E. Management will endeavor to give at least twenty (20) business days' notice to any employee scheduled for an involuntary reassignment and/or relocation.

F. Management will give first consideration to transfer requests where two (2) employees have expressed to management a mutual desire to exchange job assignments/locations.

G. Employees who have been approved vacations and are subsequently involuntarily transferred from their vacation scheduling unit shall retain their right to take approved vacation in their new assignment area.

For the purpose of approving future vacation requests, employees affected by involuntary reassignment/relocations shall retain their seniority in their new assignment area defined as "total amount of continuous service within the County". This section is not intended to pre-empt the rights of the parties to negotiate and/or enforce specific vacation provisions relevant to individual classes or bargaining units.

Section 6 Patient Transport Teams (Lift Teams)

The parties agree that it is a mutual goal to reduce industrial injuries resulting from patient lifting and transport. The parties support the establishment of Patient Transport and Patient Lift Teams in Department of Health Services facilities and will work together to overcome any economic barriers to implementation. Management will make every effort to ensure that equipment is provided that is in accordance with legal, professional and industry standards for the lifting and transporting of patients.

Upon written request of Local 721, a Joint Labor-Management Work Group shall be convened with the goal of developing a plan for expansion of Patient Transport and/or Patient Lift Teams within the Department of Health Services. The Work Group shall consist of a core of three Labor representatives, three Management representatives,

and one representative from the Healthcare Workforce Development Program. An additional two (2) members each from Labor and Management will be added from each healthcare facility where Patient Transport and/or Patient Lift Teams are being formed.

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

Section 7 Notification and Response to Disasters and Public Health Emergencies and Employee Safety

The Department of Health Services and the Department of Public Health are committed to maintaining a healthful working environment and continuing their compliance in meeting the regulations and guidelines established by the Centers for Disease Control, OSHA, and the Joint Commission.

A. Bioterrorism, Natural and Human-Made Disasters

1. The Department of Health Services and the Department of Public Health have established a Decontamination Response Plan for a variety of disasters. The Department shall notify the union within 60 days of any proposed changes to any currently established decontamination plan.

The Departments shall provide all medically necessary treatments to public health disasters, including but not limited to decontamination services and prophylaxis to affected employees.

2. The Department of Health Services and the Department of Public Health shall provide training, educational materials and public health advisories on an ongoing basis to all employees who are assigned to areas that provide direct patient care about the safe response to, including but not limited to, chemical, biological, radiological, and nuclear contamination or disasters. Such training shall be provided on County time.

B. Employee Safety

1. Management will initiate a comprehensive assessment of employee and patient safety in conjunction with CEO Risk Management. Upon completion of this assessment, management shall meet with the union pursuant to County Code Section 5.04.090(A).

2. The County shall develop and implement a policy addressing communicable disease notification, protection and treatment for employees who are assigned to work in health facilities. Related training shall be provided to the employees.

3. The County shall make hand-held personal alarm devices available to employees working in psychiatric inpatient, outpatient and emergency departments in County facilities. The budget for the personal alarms shall not exceed twenty thousand dollars ($20,000). The budget will be used to purchase and maintain alarms, and replace broken or damaged alarms through the term of this MOU. In consultation with the Union, the County shall develop a plan for distribution and replacement of the alarms.

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

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

5. In the event of an attack on an employee by a patient, or onsite visitor, Management shall assist with making arrangements for medical attention and counseling services.

6. In the event of an emergency relating to biohazards, communicable disease outbreak or other health threat, the Department shall notify employees without delay. The Department shall notify Local 721 and the Committee of Interns and Residents/SEIU as soon as practicable. Upon request by the Union, the Department shall meet with Local 721 within seven (7) business days to assess the impact on employees and appropriate responses and/or corrective measures.

Section 8 Sale or Transfer

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

Section 9 Patient Care Committee

The County and the Union agree that quality patient care and an appropriate working environment require adequate and safe staffing and that staffing levels within all departments vary with census acuity, shifts, the specialization of various areas, changes in the specialization of the units, structural changes in delivery of patient services and qualitative changes in average acuity.

Within 90 days of the Board of Supervisor's approval of this MOU, the parties will establish a task force to consult on the development of a Patient Care Committee(s) within DHS and DPH. The task force will work collaboratively to develop the role of the Patient Care Committee(s) as it relates to issues including but not limited to best practices regarding quality patient care and dispute resolution. The task force will consist of a maximum of 8 members representing SEIU, Local 721 and a maximum of 8 members from the county, including a representative from the Chief Executive Office/Employee Relations Division.

Section 10 DHS and DPH Competency Testing

The parties agree that competency testing serves the best interests of promoting a workforce that is best equipped to provide quality patient care.

As such, SEIU, Local 721, DHS and/or DPH shall meet upon request of the Union or Management to address new and/or changes in matters related to employee competency testing, including but not limited to:

- Testing Methodology such as written, skills, or other;

- Study methodology including but not limited to study guides and practice skills labs;

- Study time and remediation; and

- Case Presentations (where applicable).

SEIU, Local 721 representatives shall be allowed access to employees near the testing site.

Management will grant employees an appropriate amount of time to prepare for competency testing including case presentations.

DHS and/or DPH Management will provide the Union with information regarding competency test results by classification and/or clinical discipline whichever is appropriate.

## ARTICLE 42 DEPARTMENT OF MENTAL HEALTH – HEALTHCARE REFORM

The Department of Mental Health and Local 721 are committed to a collaborative joint labor-management approach to provide ways of improving services provided by the department.

Topics for discussion include, but are not limited to:

- Improving quality of care;
- Improving consumer satisfaction;
- Patient and employee safety;
- Preparing for and responding to changes under healthcare reform and new health care legislation;
- Achieving operational efficiencies and enhancing productivity;
- Generating new and increased revenue;
- Impact of healthcare reform on employees.

To achieve these goals the parties agree to the following:

DMH Healthcare Reform Committee

Local 721 and the Department of Mental Health will continue a labor-management DMH Healthcare Reform Committee to review the departmental changes resulting from health care reform and make recommendations to the Department of Mental Health (DMH) management.

The committee's mission is to review the impact on employees resulting from the department's healthcare reform plan, and to develop recommendations to management regarding employee impact. In order to make meetings effective DMH management will notify Local 721 of any proposed changes to DMH services regarding healthcare reform before implementation.

The committee will have fifteen (15) Local 721 employee representatives. Management team will include CEO representation. By mutual agreement, guests may attend to discuss specific subjects. The committee will meet once a month, at a time and place to be determined by the committee.

Management agrees to refer new classifications or classification changes resulting from the transformation to the Local 721 Classification Committee for review.

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

In order to maximize the work hours spent on direct client services the committee will evaluate the appropriate benchmark to achieve revenue maximization with the goal of achieving efficient treatment standards for patient care that make DMH an attractive option for mental health services.

Workplace Safety

The Department of Mental Health will make every reasonable effort to provide a safe and healthful work place, including measures to protect employees from workplace violence.

Where determined by management to be necessary, protective measures such as the following will be implemented:

- Distribution of hand-held personal alarms
- Safety Orientations
- Installation of equipment in Mental Health facilities such as panic buttons, surveillance cameras, bullet-resistant glass and alarm systems.
- Assignment of security personnel.
- Training in assault prevention and management of assaultive behavior.
- Necessary safety equipment, such as cell phones, gloves, first aid kits, etc. will be provided to employees on field assignments.
- Reasonable measures to enhance the security and safety of employee parking lots.

The department agrees to develop recommendations related to safety issues with the union at the DMH Healthcare Reform Committee.

This article will expire on September 30, 2015, with the exception of the section on work place safety. If the parties have not completed the work of DMH health care reform by that date, this article may be renegotiated by mutual agreement.

## ARTICLE 43 RE-ENGINEERING AND WELFARE REFORM

The County agrees to consult pursuant to Employee Relations Ordinance [subsection 5.04.090(A)] on re-engineering and welfare reform. Management agrees to meet and confer with Local721 on the impact of implementing work rule changes specifically related to re-engineering and welfare reform when such matters are not covered by Memoranda of Understanding or Civil Service Rules.

During the term of this agreement when such work rule changes are implemented, the significant numbers provision (subsection 2) of the Full Understanding, Modifications, and Waiver Article shall not apply to matters subject tore-engineering/welfare reform impact negotiations within Department of Health Services or Department of Public Social Services.

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

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

## ARTICLE 44 DISCIPLINARY MATERIALS

If an employee is disciplined, the employee will be provided with all documents upon which the discipline is based. Copies will be furnished to the Union upon request.

## ARTICLE 45 ACCUMULATION OF LATE MINUTES

Management agrees that there will be no accumulation of incidents of tardiness of fewer than fifteen (15) minutes for the purpose of reducing the pay of any employee in this unit.

## ARTICLE 46 WORK SCHEDULES

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

### Section 1 Work Shifts

Employees shall be scheduled to work on regular work shifts having regular starting and quitting times. These work schedules shall be made known to the employee and shall not be changed, except as provided in Section 4, without notice to the employee at least ten working days prior to the date the change is to be effective.

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

Section 2 Work Week

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

Section 3

Nothing herein shall be construed to affect in any manner whatsoever existing irregular workday or workweek assignments required for the performance of necessary functions. Irregular work schedules shall not be changed without written notice to the employee at least ten (10) working days prior to the date the change is to be effective.

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; it being understood such authority will not be exercised in a capricious, arbitrary or unreasonable manner.

## ARTICLE 47 VACATION SCHEDULING

Vacations shall be scheduled to provide adequate staffing. The employee with the greatest seniority will be given the opportunity to have first choice of his/her vacation schedule with the other employees being given their choice of vacation schedules in descending order of seniority. An employee may exercise his/her seniority only within the facility to which he/she is permanently assigned.

For the purpose of this article, seniority shall be defined as the total amount of continuous service within a classification within the department of hire.

In case of a tie affecting two or more employees in the same or different classes, the opportunity to choose a vacation schedule will be given to the employees in the order of their departmental seniority.

Split vacations are permissible if they do not interfere with adequate staffing. Employees taking split vacations shall be allowed their choice in accordance with this provision for the first vacation period only. No employee may change his/her choice if it conflicts with the choice of another employee or if it interferes with adequate staffing.

Justification for the cancellation of a scheduled vacation by Management shall be based on inadequate staffing due to such reasons as illness, injury or an act of God.

In the Department of Health Services, each hospital or bureau shall be considered a separate facility.

## ARTICLE 48 TRANSFER & ASSIGNMENT - INTERNAL SERVICES DEPARTMENT AND HEALTH SERVICES DEPARTMENT

A. Employee initiated transfer requests from one area to another area:

1. A request for a transfer of assignment must be in writing on the departmental "Request for Assignment" form and processed through the section or Area Head to the Division Head. Within 10 working days the Division Head shall either approve the request or deny it based on lack of qualifications, other evidence of substandard performance or lack of openings. Upon approval, the form shall be processed by the Internal Services Department as provided herein.

2. Probationers, non-permanent employees and employees whose work performance is documented as substandard shall not be considered for transfer from one area to another.

3. Requests for reassignment must be confined to requests from one departmental area to another. A request for reassignment from one area to a specific building within another area will not be considered.

4. In the event two or more employees request reassignment to an opening in an area other than their own, the reassignment shall be made on the basis of departmental seniority among those requests on file at the time of the opening. When there is more than one request for reassignment

into a specific area and departmental seniority is identical, the date of the request for reassignment shall be the deciding factor.

5. Reassignments, when approved, shall be made as soon as possible, but only when an acceptable replacement for the employee requesting the reassignment is available.

6. A file of all employee requests for reassignment from one area to another shall be maintained in the respective departmental division office. Such requests shall be held on file as active for a period of six months, after which time they will be expunged.

B. Departmental initiated transfers of employees from one area to another area:

1. When the demands of the service require that transfers of employees be initiated from one area to another, Division Chief shall first process all transfers previously requested on the "Request for Assignment" form. Such a review shall consider requests for transfer for those affected employees in the affected areas only.

2. If the demand for transfers continues after the implementation of Section B (1) above, the department shall seek volunteers from the affected area.

3. If the demand for transfer continues after the implementation of Section B (1) and (2) above, the department shall then initiate the transfer to fill the need, based on the inverse order of County seniority of permanent employees in the affected area.

4. Employees selected involuntarily to transfer from one area to another shall be given ten days written notice of the transfer. Such notice may be waived by the employee.

C. Departmental initiated transfers of employees from General Fund buildings to Cost Applied and Revenue Producing buildings, outside the area:

1. When the demands of the service require that transfers of employees be initiated from a General Fund building to a cost Applied and Revenue Producing building, the Division Chief shall first process all transfers previously requested on the "Request for Assignment" form. Such a review shall consider requests for transfers for those affected employees in the affected building. Other employees who have transfer requests on file for the affected area shall be considered for voluntary transfer to the affected building if they are presently assigned to a Cost Applied and Revenue Producing Building.

2. If the demand for transfers continues after the implementation of Section C (1) above, the Department shall seek volunteers from the affected building.

3. If the demand for transfers continues after the implementation of Section C (1) and (2) above, the Department shall then initiate the transfers to fill the need based on the inverse order of County seniority of permanent employees in the affected building.

D. Transfer from one work assignment or building to another within the same area: The department shall have the right to transfer employees from one work location to another within his assigned area to meet the needs of the service.

E. Transfer from one shift to another shift:

1. A transfer from one regular scheduled shift to another may be requested by employees. Such transfer requests shall be processed as provided in Part A above - Employee initiated transfer requests from one area to another.

2. In the event the department initiates a transfer of employees from one regular scheduled shift to another, such transfers shall be processed as provided in Part B above - Departmental initiated transfers of employees from one area to another area.

## ARTICLE 49 TRANSFERS (NOT APPLICABLE TO INTERNAL SERVICES AND HEALTH SERVICES DEPARTMENT EMPLOYEES)

Any employee covered herein may submit a written request for transfer and have his/her name placed on a list to be kept by the manager of the work location to which the employee is requesting a transfer. The request will be retained for a period of six months. It is understood that the request is for an available, vacant position in the same classification within the employee's department. Management will consider these requests for transfer when filling vacancies. However, this Article in no way is intended to limit Management's authority to make appointment.

## ARTICLE 50 UNIFORMS

### Section 1

The parties agree that the following set of uniforms will be provided during the life of this agreement as prescribed by Management:

eleven (11) pairs of trousers,

eleven (11) shirts,

one (1) jacket, and

one (1) set of rain gear, as needed.

Newly appointed Elevator Operators will be provided with two (2) ties.

In addition, Management will provide the following gear as needed:

Masks,

Goggles,

Thick gloves, industry standard in the protection against needle punctures, and

Protective coveralls.

### Section 2

In the event any employee terminates County employment within six months, the basic articles of uniform must be returned to the County upon termination.

Section 3

Notwithstanding any of the above, rental uniforms remains the property of the rental service.

Section 4

Management agrees to replace not more than the articles of uniform defined in paragraph one on an as-needed basis. Worn-out articles of uniform must be turned in to Department Management in order to obtain replacements. Management will use its best efforts to provide clothing within a reasonable time.

Section 5

Management shall launder uniforms in accordance with Los Angeles County Code Section 5.72.070.

Section 6

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

Section 7

Employees shall not be financially liable for a surcharge on items required to be in their possession by Management as a condition of employment.

Nothing herein shall be construed to modify, in any manner whatsoever, established departmental replacement costs, nor shall anything herein be construed as a waiver of Management's rights to establish, change, and/or modify replacement costs.

## ARTICLE 51 LAUNDRY ACTIVITIES COMMITTEE - UNIFORMS

Management will recognize a Laundry Activities Committee. The Committee shall consist of not more than four County employees each from the Internal Services Department (ISD) and the Department of Health Services, selected by SEIU, Local 721.

The Committee shall, where appropriate, join with their respective management to process laundry grievances with the laundry contracting company.

## ARTICLE 52 WORKLOAD

### Section 1 Commitment

Management and the Departments of Internal Services, Health Services (Hospitals/Comprehensive Health Centers/Juvenile Court Health Services), Public Health, Mental Health, Sheriff, Parks and Recreation, Probation and other Departments that employ BU 201 County employees agree that there should be adequate staff to provide safe patient and client care.

### Section 2 Equitable Workload

Based upon operational needs and skills and competencies, Management will assign work equitably.

### Section 3 Resolution of Complaints

When an employee believes that he/she has been persistently overworked, that employee may protest the work assignment to the immediate supervisor, but a good faith effort must be made to comply with the work assignment. Such protest shall be submitted in writing at the end of the shift.

Management must investigate the complaint and if this situation continues beyond the second day, the employee may proceed through the grievance procedure by filing a grievance at the third level.

When Management agrees that an overwork situation exists, action will be taken within the grievance time limits to remedy the overwork situation. If Management denies the grievance that the employee is overworked, and the employee believes that the overwork situation continues, the employee may appeal that decision through the arbitration provisions of this MOU.

Section 4 Labor-Management Committee

A. The parties agree to establish a joint BU 201 Countywide Labor-Management Workload Committee. The purpose of this committee is to provide a forum where Building Custodians of specific facilities/departments and Management meet to address issues of concern to both line staff and management and share information regarding workload and staffing.

B. The committee shall be limited to a total of eight members Countywide, unless the parties mutually agree otherwise. Four (4) members shall be appointed by Management and four (4) members shall be appointed by SEIU, Local 721.

C. The committee shall meet on a monthly or bi-monthly basis, as needed, on a date and at a time agreed to by Management and the Union. If a meeting must be cancelled by either party, every effort will be made to reschedule the meeting within twenty-four hours.

D. Meetings will be held on County time. Every reasonable effort will be made to enable committee members assigned to the evening/night shift(s) to attend committee meetings without loss of compensation.

## ARTICLE 53 TRAINING

### Section 1

The parties agree to establish a Joint Labor-Management Committee on Education and Training within sixty (60) days of the effective date of this agreement. This Committee shall consist of three representatives of Management and three representatives of SEIU, Local 721.

This Committee shall meet regularly on request of either party, but not less than quarterly, on County time to discuss training policies and career development programs concerning employees in this Unit.

### Section 2

The parties agree to recommend to the Los Angeles County Labor-Management Committee on Productivity Enhancement that an item for their agenda be a career advancement/placement/retraining program for employees in this unit.

### Section 3

Management will make every reasonable effort to avoid changing employee work schedules when an employee is enrolled in an educational program approved by Management. Prior written verification must be provided by the employee at the beginning of each period of enrollment. Dependent on the needs of the service,

management will make every effort to accommodate employees in order that they may attend training courses.

Section 4

Management agrees to provide training in the handling of bio-hazardous materials to custodians in the Department of Health Services who work in patient care areas.

The parties agree that the committee will be responsible for identifying areas in which training is required, i.e. handling of bio-hazardous materials, and responsibilities related to terrorism awareness. The committee shall also be responsible for recommending the best methodology for addressing training needs to management. It is understood and agreed that the Labor-Management Committee on Education and Training will be advisory in nature.

Section 5

As determined by Management, and/or laws and regulations, annual health and safety training will be made available to members of the Bargaining Unit. Upon completion of training, a Certificate of Completion may be issued.

## ARTICLE 54 HOSPITAL VISITING HOURS

It is the intent of both Management and Local 721 continue discussions at both LAC/USC Medical Center and Martin Luther King, Jr./Drew Medical Center regarding the implementation of established hospital visiting hours.

## ARTICLE 55 WEARING OF UNION BUTTONS

Management shall permit employees to wear official Union buttons or pins of a reasonable size consistent with safety and hygiene. Certain work areas may be designed where such buttons or pins may not be worn for reasons of hygiene or safety.

## ARTICLE 56 AFFIRMATIVE ACTION

The Department of Internal Services agrees to convene a departmental Affirmative Action Committee composed of an equal number of Management representatives and employee representatives (selected from various interested employee organizations representing employees in the department). All recommendations that are mutually agreed to by the management and employee representatives shall be implemented by the department.

ARTICLE 57 OVERTIME

Section 1 Compensation

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

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

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

C. Upon the effective date of this Memorandum of Understanding, and at the discretion of Management, an employee may accrue compensatory time off, in lieu of pay, at a rate of one and one-half (1%) hours for each hour of overtime to a maximum of 54 hours worked. The employee may request this option when the employee works overtime. Management shall not decide to order or authorize overtime based on the employee's preference of pay or compensatory

time off. Notwithstanding the provisions of this Section 1, employees of the Department of Internal Services shall not accrue compensatory time off in lieu of pay.

Section 2 Usage Earned Compensatory Time-Non Exempt Employees

A. Effective with the implementation of this MOU, with prior approval of Management, new accumulated compensatory time off not used during the calendar year in which it is earned may be carried over for up to one year, not to exceed 81 hours of new accumulated compensatory time. Compensatory time not used within the above period shall be paid to the employee as provided by the Fair Labor Standards Act rather than lost.

Employees shall not be directed by Management to take non-FLSA compensatory time off without at least ten (10) business days prior notice. An employee shall be permitted to use such time off within a reasonable period after submitting a written request for time off, providing such time off does not unduly disrupt departmental operations

Section 3 Exempt Employees

If during the term of this Agreement, any bargaining unit employee is determined to be exempt, as defined by the Fair Labor Standards Act, the parties shall meet and consult regarding overtime coverage and the overtime rate to be applied to said employees.

Section 4 Distribution of Overtime

Management shall assign overtime work as equitably as possible among all qualified employees in the same classification in the same organizational unit and work location. In the assignment of overtime under this provision, however, Management may consider special skills required to perform particular work. Permanent full-time employees shall have first choice of overtime work providing a specialized skill or ability is not required.

Section 5 Savings Clause

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

Section 6

Notwithstanding any other provisions of this Memorandum of Understanding:

A. Between October 1, 1993 and June 30, 1994 only, all overtime shall be compensated with compensatory time off (CTO} as provided for in subparagraphs (1) (4), below.

1. To the extent such time would have qualified for time and one-half pay under other provisions of this MOU (including time and one-half pay at the employee's option), such time shall be compensated with time and one-half OT, subject only to the maximum accumulation of 240 hours or 480 hours for employees working in a public safety activity, an emergency response activity or a seasonal activity as defined by Fair Labor Standards Act regulations.

2. To the extent such time would have qualified for straight time pay under other provisions of this MOU, such time shall be compensated with straight time OT.

3. Such to either (a) may be taken off at the request of an employee subject to Management approval or (b) shall be maintained "on the book."

4. Nothing in this paragraph is intended to alter the definition of "overtime" as set forth elsewhere in this MOU or the circumstances under which overtime compensation must be paid.

B. All overtime worked on or after July 1, 1994, shall be subject to the overtime provisions in effect on September 30, 1993.

C. On or after October 1, 2000, at the employee's option, time "on the books" may continue to be taken as time off, subject to Management approval, or may be converted to pay. An employee electing payment for any portion of his or her OT accrual balance may subject a request and, within forty-five (45) days of that request, shall be paid at the rate of pay then in effect for the employee.

D. Time accrued between October 1, 1993, and June 30, 1994, shall be taken off only at the request of the employee. For any OT accrued during other periods, nothing in this Section shall be construed to limit Management's authority to direct any employee to take accumulated OT as provided elsewhere in this MOU.

E. July 1, 1994 through June 30, 1995, the Board of Supervisors may pay for OT accrued between October 1, 1993 and June 30, 1994 at the rate of pay then in effect for the employee.

Section 7

Based on the needs of the service, any employee of this Bargaining Unit may request overtime on an inter-facility basis contingent on Management approval.

## ARTICLE 58 COMMUNICATION TECHNOLOGIES

Members of this bargaining unit shall have access to a designated computer and printer at each worksite where custodians are located. Update word processing software and County intranet access including Countywide vacancy listings shall be made available to all members of the bargaining unit. E-mail accessibility shall be determined by Management based on the needs of the service. E-mail accessibility shall not be unreasonably denied.

ARTICLE 59 WEEKEND WORK

Management will make every effort to develop schedule's that will provide employees of this Unit with at least every other weekend off. No employee in this bargaining unit shall be unfairly disadvantaged in the scheduling of weekends off.

During the initial orientation period, newly hired Bargaining Unit employees shall have access to a trainer while working on their shifts.

Upon written request of SEIU, Local 721, a Joint Labor-Management Work Group shall be convened with the goal of assessing the feasibility of providing two weekends off a month for members of this Bargaining Unit. The Work Group shall consist of a core of two Labor representatives and two Management representatives.

An additional three members each from Labor and Management will be added from each work area where weekend scheduling is being studied.

## ARTICLE 60 EQUIPMENT

### Section 1

As prescribed by Management, the following equipment, in sufficient quantity, will be provided to personnel in order to properly carry out their duties:

Plastic trash cans

Custodian carts made of light-weight materials

Floor scrubbers

Dust pans

Mops and Brooms

Plastic baskets

Trash bags

Cleaning brushes

Towels

Rags

Cleaning agents

### Section 2

It shall be within Management's discretion to decide whether to repair or replace damaged equipment. As such, where Management, based on operational need, deems equipment defective and decides to repair or replace said equipment, repairs and or replacements will be initiated within a reasonable time.

## ARTICLE 61 BU 201 BUIILDING CUSTODIANS COUNTYWIDE LABOR-MANAGEMENT COMMITTEE

The parties agree to establish a SEIU, Local 721 County-wide Joint Labor-Management Committee to consult in accordance with the Employee Relations Ordinance 5.040.090 (A) on all issues of mutual concerns, including but not limited to, green issues, productivity enhancement, training, bilingual staffing, custodial classification structure, contracting out, child care, development of educational programs, health and safety, weekend work, and overtime and compensation issues.

A. The Committee shall be limited to a total of ten (10) members Countywide, unless the parties mutually agree otherwise. Five (5) members shall be appointed by Management and a total of five (5) members from all SEIU, Local 721 Units shall be appointed by the General Manager, LACEA, SEIU Local721.

B. The meetings shall be quarterly and shall commence within 30 days of the ratification of the contract.

C. Meetings shall be on County time and Management shall make every reasonable effort to adjust staffing to allow for meeting attendance.

D. The Committee shall have the 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 62 SPECIAL PAY PRACTICES

### Section 1 Evening and Night Shift Differential

During the period of this Memorandum of Understanding any employee in the Unit who is assigned to a regularly scheduled evening or night shift as defined in the County Code shall receive a per hour bonus of 65 cents for each hour worked during said shifts.

### Section 2 Waxer Bonus

During the period of this Memorandum of Understanding any employee on a permanent full-time position of Custodian (Item No. 6774) who is assigned to perform only floor waxing duties on a full-time, monthly basis, shall receive, in addition to his/her regular salary, a bonus of $120 per month for each full month or major fraction thereof on such assignment.

### Section 3 Fire Watch Bonus

Effective February 1, 1998, upon authorization of the Chief Executive Officer, any person in a Custodian classification (Item #6774) who is regularly assigned on a 40-hour-week basis to act as a watchman in addition to his/her duties to County buildings, shall be entitled to receive compensation at a rate two schedules higher than set forth for his/her position in Article 56, Salaries, Section 1.

Such additional compensation shall not affect the anniversary date, nor shall it affect the step advancement of any such person in that position. The additional compensation provided in this article shall not constitute a base rate.

In the event that it is necessary for a Custodian to act as a watchman in addition to his/her regular duties on other than a 40-hour-week basis, he/she shall be entitled to receive additional compensation at the rate of $0.10 per hour for each hour of assigned service.

Section 4 Bonus Allowance*

On November 1st of each year of this contract, Management agrees to pay all permanent employees in the following items: Custodian (Item #6774), Elevator Operator (Item #6552), Floor Care Specialist (Item #6769), Housekeeper (Item #6711), and Inmate Crew Leader (Item #6777) $300.00. *This is not a base rate bonus.

Section 5 Call Back

Whenever an employee is unexpectedly ordered by his/her Department Head or designated Management representative to return to work following the termination of his/her normal work shift and departure from his/her work location, the employee shall receive a payment of four hours' pay at the rate of time and one-half (1%) of the employee's regular rate of pay. Work performed in excess of four (4) hours will be compensated for in accordance with provisions of the Overtime Article.

If an employee should complete work required, leave the work location, and subsequently be recalled during the four (4) hour period being compensated for as a result of the initial call back, no additional compensation will be paid until four (4) hours have been worked by the employee; i.e., there shall be no pyramiding of time and one-half pay as a result of call back.

If an employee's work schedule must be altered to accommodate operational requirements on any scheduled work day and the employee is required to report for work up to two (2) hours earlier than his/her normal shift starting time, this shall be considered an early shift start and not a call back. Employees assigned to an early shift start will be allowed to work to the end of their normal shift provided work is available in their classification.

## ARTICLE 63 SALARIES

### Section 1 Recommend Salary Adjustment

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

| ITEM NO | ITEM CLASSIFICATION | EFFECTIVE DATE | NOTE | SCH | MINIMUM RATE | MAXIMUM RATE |
|---|---|---|---|---|---|---|
| 6774 | CUSTODIAN | CURRENT | NM | 56D | 1933.73 | 2541.82 |
| | | 12/13/2013 | NM | 57A | 1973.00 | 2592.00 |
| | | 10/01/2014 | NM | 57J | 2012.27 | 2642.91 |
| | | 02/01/2015 | NM | 58F | 2052.91 | 2695.18 |
| 9306 | CUSTODIAN,NC | CURRENT | | FH | | 12.35 |
| | | 12/13/2013 | | FH | | 12.60 |
| | | 10/01/2014 | | FH | | 12.85 |
| | | 02/01/2015 | | FH | | 13.11 |
| 6552 | ELEVATOR OPERATOR | CURRENT | NM | 56D | 1933.73 | 2541.82 |
| | | 12/13/2013 | NM | 57A | 1973.00 | 2592.00 |
| | | 10/01/2014 | NM | 57J | 2012.27 | 2642.91 |
| | | 02/01/2015 | NM | 58F | 2052.91 | 2695.18 |
| 6769 | FLOOR CARE SPECIALIST | CURRENT | NM | 60B | 2147.45 | 2815.00 |
| | | 12/13/2013 | NM | 60K | 2191.09 | 2871.00 |
| | | 10/01/2014 | NM | 61G | 2235.27 | 2927.00 |
| | | 02/01/2015 | NM | 62D | 2280.45 | 2984.09 |
| 6711 | HOUSEKEEPER | CURRENT | NM | 56D | 1933.73 | 2541.82 |
| | | 12/13/2013 | NM | 57A | 1973.00 | 2592.00 |
| | | 10/01/2014 | NM | 57J | 2012.27 | 2642.91 |
| | | 02/01/2015 | NM | 58F | 2052.91 | 2695.18 |
| 6777 | INMATE CREW LEADER | CURRENT | NM | 60B | 2147.45 | 2815.00 |
| | | 12/13/2013 | NM | 60K | 2191.09 | 2871.00 |
| | | 10/01/2014 | NM | 61G | 2235.27 | 2927.00 |
| | | 02/01/2015 | NM | 62D | 2280.45 | 2984.09 |

A. Options/Salary-Coordinated Bargaining

At SEIU, Local 721's sole option, the Union may re-open the 2003-2006 Fringe Benefit MOU (Article 8, Options) and the Individual Unit Contracts (Salary Article) for the purpose of negotiating a shift of general movement salary dollars to increase the County's Options (Health Insurance) contribution in 2005 and/or 2006.

Section 2 Step Advances

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

B. If no performance review is filed as defined in an above or if an employee receives an improvement needed performance evaluation, the employee's step advance will not be granted on the date due.

Where no performance evaluation is issued in accordance with Paragraph A above, the employee may request his department head in writing to issue a performance evaluation. The department head shall issue a performance

evaluation within five (5) days of the employee request. If said evaluation is competent or better, the employee shall be granted a step advance effective to his step advance anniversary date.

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

1. Where no performance evaluation has been issued in accordance with Paragraph B above, the employee may file a grievance with the Department of Human Resources. If the Director of Human Resources fails to obtain issuance of such performance evaluation within ten (10) days after the grievance is filed with the Director of Human Resources, the employee shall be deemed competent and the step advance shall be processed within thirty (30) days effective to his/her step advance anniversary date.

2. Where the department head issues a performance evaluation upon request of the Director of Human Resources and said performance evaluation is competent or better, the employee shall be provided a step advance within thirty (30) days effective to his/her step advance anniversary date.

3. Grievance based on an improvement needed performance evaluation shall be filed within (10) days of issuance with the department head or his/her designated representative who shall respond to the grievance within ten (10) days.

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

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

Section 3

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

# APPENDIX A

## Performance Evaluations

Performance evaluation deals with the development, discipline and appraisal of employees on a continuous or routine basis. Evaluation of performance is not the simple preparation of an annual report, but is a continuous process involving the communication of work goals, giving instructions, assigning work, observing and evaluating work progress and the ongoing dialogue between supervisors and workers during the entire rating period.

## Informal Corrective Actions

Informal corrective actions represent attempts to handle problems before they seriously hamper employee effectiveness. Because they are informal, they do not get inserted into the employee's official personnel record. Informal correction actions include discussion/coaching, counseling or a written notice of expectations or counseling.

## School and Child Care Activities

Any employee who is the parent, guardian, or grandparent with custody may utilize existing vacation, personal leave, compensatory time off, or leave without pay to participate in the school activities of their children who are either enrolled in kindergarten through twelfth grade or are under the age of five and enrolled in a child care or preschool program.

## Civil Service Examinations

Any employee shall be allowed time necessary to be absent from work at his or her regular rate of pay to participate in civil service examinations for positions with any public entity as defined in Section 6.04.080 of the Los Angeles County Code.

## Military Leave

Any employee shall be allowed a military leave of absence in accordance with the applicable provisions of law including, but not limited to, the Uniformed Services Employment and Reemployment Act, the Family and Medical Leave Act, the California Military and Veterans Code, the Los Angeles County Charter, and the Los Angeles County Code. At the conclusion of such leave, the employee shall be returned to work with all accumulated rights and benefits, including educational benefits, in accordance with all applicable provisions of law. No County employee shall be discriminated against, or adversely impacted, in any manner as a result of utilizing military leave.

## Disaster Leave

In the event of a disaster emergency as defined by Section 2.68.050 of the County Code and the Emergency Ordinance, Ordinance 10493, that prevents employees from reporting to their positions, the Chief Executive Officer may grant a leave of absence with pay to such employees, subject to ratification by the Board.

# APPENDIX B

## OFFICE ERGONOMIC GUIDELINES

The lease, purchase and installation of computer monitors/microfiche viewers, keyboards, accessories and associated furnishings shall conform to ergonomics guidelines outlined herein.

1. **LIGHTING**

   a. The computer monitor/microfiche viewer should be located away from windows to the extent feasible.

   b. The windows in the work area should have blinds or drapes.

   c. The work area should be painted with low-reflective colors.

   d. The lighting in the work area should be from indirect or recessed sources.

   e. Employees who request that an adjustable direct light be provided for computer work should be provided with such a light.

2. **GLARE**

   a. Luminance of characters and background should have a high contrast ratio.

   b. In the event that the screen color and the adjustable lighting are unable to reduce glare, a non-glare screen should be fitted on the computer monitors/microfiche viewers.

3. **KEYBOARDS AND COMPUTER MONITORS AND MICROFICHE VIEWERS**

   a. The keyboard should be adjustable and conform to current ergonomic guidelines to the extent feasible.

   b. The monitor should be adjustable, fit the operator's plane of vision and provide a high contrast ratio,

c. Research on radio frequency and other types of radiation has not yet yielded final conclusions. As research results become available, these guidelines will be modified to reflect these findings, and to ensure the protection and health of all employees.

When older versions of cathode ray tube (CRT) monitors are used for employees with conditions that may be affected by the use of CRTs, Management should consider the reassignment of the employee to other duties while the condition exists.

4. **PRINTER**

a. Dot matrix and impact printers should be located in a separate room, if practical. Otherwise, a noise shield or cover should be fitted on the printer to reduce the noise level.

5. **CHAIR AND DESK**

a. The chair should be adjustable for seat pan height, backrest height, and backrest angle. The chair should be adjustable by the employee with the chair in an upright position and without the use of tools. The chair backrest should be constructed to provide lumbar support. The chair base should have five (5) prongs and should have casters appropriate for the flooring. The chair should have armrests to be used at the employee's option. Chair seat, armrests and backrest should be made of moisture absorbing material.

b. The computer work surface (i.e., computer table, desk or table) should be adjustable for height.

c. The desk/table surface should be large enough to provide an adequate work surface, including space for a document holder. The underside of the desk should be free of sharp protrusions, and the leg space should be free of obstructions. The desk should have a matte surface to inhibit glare.

d. The document holder should be adjustable for height, distance and angle.

e. Footrests should be available to be used at an employee's option.

6. **MAINTENANCE**

a. When an employee observes any problems with computer equipment, they may request an assessment of the need for repair of said equipment.

b. All maintenance records must be accessible to the Union upon written request, in accordance with the California Public Records Act and the Los Angeles County Employee Relations Ordinance.

c. Grievances resulting from disputes of these guidelines shall be subject to the provision of the Safety and Health Article of the appropriate Memorandum of Understanding.

# APPENDIX C

## EMPLOYEE RIGHTS AND RESPONSIBILITIES UNDER THE FAMILY AND MEDICAL LEAVE ACT

Basic Leave Entitlement
FMLA requires covered employers to provide up to 12 weeks of unpaid, job-protected leave to eligible employees for the following reasons:

- For incapacity due to pregnancy, prenatal medical care or child birth;
- To care for the employee's child after birth, or placement for adoption or foster care;
- To care for the employee's spouse, son or daughter, or parent, who has a serious health condition; or
- For a serious health condition that makes the employee unable to perform the employee's job.

Military Family Leave Entitlements
Eligible employees with a spouse, son, daughter, or parent on active duty or call to active duty status in the National Guard or Reserves in support of a contingency operation may use their 12-week leave entitlement to address certain qualifying exigencies. Qualifying exigencies may include attending certain military events, arranging for alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, and attending post-deployment reintegration briefings.

FMLA also includes a special leave entitlement that permits eligible employees to take up to 26 weeks of leave to care for a covered service member during a single 12-month period. A covered service member is a current member of the Armed Forces, including a member of the National Guard or Reserves, who has a serious injury or illness incurred in the line of duty on active duty that may render the service member medically unfit to perform his or her duties for which the service member is undergoing medical treatment, recuperation, or therapy; or is in outpatient status; or is on the temporary disability retired list.

Benefits and Protections
During FMLA leave, the employer must maintain the employee's health coverage under any "group health plan" on the same terms as if the employee had continued to work. Upon return from FMLA leave; most employees must be restored to their original or equivalent positions with equivalent pay, benefits, and other employment terms.

Use of FMLA leave cannot result in the loss of any employment benefit that accrued prior to the start of an employee's leave.

Eligibility Requirements
Employees are eligible if they have worked for a covered employer for at least one year, for 1,250 hours over the previous 12 months, and if at least 50 employees are employed by the employer within 75 miles.

Definition of Serious Health Condition
A serious health condition is an illness, injury, impairment, or physical or mental condition that involves either an overnight stay in a medical care facility, or continuing treatment by a health care provider for a condition that either prevents the employee from performing the functions of the employee's job, or prevents the qualified family member from participating in school or other daily activities.

Subject to certain conditions, the continuing treatment requirement may be met by a period of incapacity of more than 3 consecutive calendar days combined with at least two visits to a health care provider or one visit and a regimen of continuing treatment, or incapacity due to pregnancy, or incapacity due to a chronic condition. Other conditions may meet the definition of continuing treatment.

Use of Leave
An employee does not need to use this leave entitlement in one block. Leave can be taken intermittently or on a reduced leave schedule when medically necessary. Employees must make reasonable efforts to schedule leave for planned medical treatment so as not to unduly disrupt the employer's operations. Leave due to qualifying exigencies may also be taken on an intermittent basis.

Substitution of Paid Leave for Unpaid Leave
Employees may choose or employers may require use of accrued paid leave while taking FMLA leave. In order to use paid leave for FMLA leave, employees must comply with the employer's normal paid leave policies.

Employee Responsibilities
Employees must provide 30 days advance notice of the need to take FMLA .leave when the need is foreseeable. When 30 days' notice is not possible, the employee must provide notice as soon as practicable and generally must comply with an employer's normal call-in procedures.

Employees must provide sufficient information for the employer to determine if the leave may qualify for FMLA protection and the anticipated timing and duration of the leave. Sufficient information may include that the employee is unable to perform job functions, the family member is unable to perform daily activities, the need for hospitalization or continuing treatment by a health care provider, or circumstances supporting the need for military family leave. Employees also must inform the employer if the requested leave is for a reason for which FIVILA leave was previously taken or certified. Employees also may be required to provide a certification and periodic recertification supporting the need for leave.

Employer Responsibilities
Covered employers must inform employees requesting leave whether they are eligible under FMLA. If they are, the notice must specify any additional information required as well as the employees' rights and responsibilities. If they are not eligible, the employer must provide a reason for the ineligibility.

Covered employers must inform employees if leave will be designated as FMLA-protected and the amount of leave counted against the employee's leave entitlement. If the employer determines that the leave is not FMLA-protected, the employer must notify the employee.

Unlawful Acts by Employers
FMLA makes it unlawful for any employer to:
Interfere with, restrain, or deny the exercise of any right provided under FMLA;
Discharge or discriminate against any person for opposing any practice made unlawful by FMLA or for involvement in any proceeding under or relating to FMLA.

Enforcement
An employee may file a complaint with the U.S. Department of Labor or may bring a private lawsuit against an employer.

FMLA does not affect any Federal or State law prohibiting discrimination, or supersede any State or local law or collective bargaining agreement which provides greater family or medical leave rights.

FMLA section 109 (29 U.S.C. § 2619) requires FMLA covered employers to post the text of this notice. Regulations 29 C.F.R. § 825.300(a) may require additional disclosures.

For additional information:
1-866-4US-WAGE (1-866-487-9243) TTY: 1-877-889-5627
WWW.WAGEHOUR.DOL.GOV

U.S. Department of Labor | Employment Standards Administration | Wage and Hour Division

SWHa
U.S. Wage and Hour Division

WHO Publication 1420 Re,,ised January 2009

STATE OF CALIFORNIA- State and Consumer Services Agency

DEPARTMENT OF FAIR EMPLOYMENT & HOUSING

201 MC

Arnold Schwarzenegger, Governor

2218 Kausen Drive, Suite 100
Elk Grove, CA 95758
(916) 478-7251 TTY (800) 700-2320
Fax (916) 478-7329 www.dfeh.ca.gov

# "NOTICE A"

## PREGNANCY DISABILITY LEAVE

Under the California Fair Employment and Housing Act (FEHA), if you are disabled by pregnancy, childbirth or related medical conditions, you are eligible to take a pregnancy disability leave (PDL). If you are affected by pregnancy or a related medical condition, you are also eligible to transfer to a less strenuous or hazardous position or to less strenuous or hazardous duties, if this transfer is medically advisable. You are also eligible to receive reasonable accommodation for conditions related to pregnancy, childbirth, or related medical conditions if you request it with the advice of your health care provider.

- The PDL is for any period(s) of actual disability caused by your pregnancy, childbirth or related medical conditions up to four months (or 88 work days for a full-time employee) per pregnancy.

- The PDL does not need to be taken in one continuous period of time but can be taken on an as-needed basis.

- Time off needed for prenatal care, severe morning sickness, doctor-ordered bed rest, childbirth, and recovery from childbirth would all be covered by your PDL.

- Generally, we are required to treat your pregnancy disability the same as we treat other disabilities of similarly situated employees. This affects whether your leave will be paid or unpaid.

- You may be required to obtain a certification from your health care provider of your pregnancy disability or the medical advisability for a transfer or reasonable accommodation. The certification should include:

  1) the date on which you become disabled due to pregnancy or the date of the medical advisability for the transfer or reasonable accommodation;

  2) the probable duration of the period(s) of disability or the period(s) for the advisability of the transfer or reasonable accommodation; and,

  3) a statement that, due to the disability, you are unable to work at all or to perform any one or more of the essential functions of your position without undue risk to yourself, the successful completion of your pregnancy or to other persons or a statement that, due to your pregnancy, the transfer or reasonable accommodation is medically advisable.

- At your option, you can use any accrued vacation or other accrued time off as part of your pregnancy disability leave before taking the remainder of your leave as an unpaid leave. We may require that you use up any available sick leave during your leave. You may also be eligible for state disability insurance for the unpaid portion of your leave.

- Taking a pregnancy disability leave may impact certain of your benefits and your seniority date. If you want more information regarding your eligibility for a leave, the impact of the leave on your seniority and benefits, and our policy for other disabilities, please contact

_____

Employer's Contact Person at Employer's Telephone Number

STATE OF CALIFORNIA- State and Consumer Services Agency

DEPARTMENT OF FAIR EMPLOYMENT & HOUSING

201 MC

Arnold Schwarzenegger, Governor

2218 Kausen Drive, Ste. 100,
Elk Grove, CA 95758
(916) 478-7251 TTY (800) 700-2320 Fax (916) 478-7329 www.dfeh.ca.gov

## "NOTICE B"

## FAMILY CARE AND MEDICAL LEAVE (CFRA LEAVE) AND PREGNANCY DISABILITY LEAVE

- Under the California Family Rights Act of 1993 (CFRA), if you have more than 12 months of service with us and have worked at least 1,250 hours in the 12-month period before the date you want to begin your leave, you may have a right to an unpaid family care or medical leave (CFRA leave). This leave may be up to 12 workweeks in a 12-month period for the birth, adoption, or foster care placement of your child or for your own serious health condition or that of your child, parent or spouse.

- Even if you are not eligible for CFRA leave, if disabled by pregnancy, childbirth or related medical conditions, you are entitled to take a pregnancy disability leave of up to four months, depending on your period(s) of actual disability. If you are CFRA- eligible, you have certain rights to take BOTH a pregnancy disability leave and a CFRA leave for reason of the birth of your child. Both leaves contain a guarantee of reinstatement to the same or to a comparable position at the end of the leave, subject to any defense allowed under the law.

- If possible, you must provide at least 30 days advance notice for foreseeable events (such as the expected birth of a child or a planned medical treatment for yourself or of a family member). For events which are unforeseeable, we need you to notify us, at least verbally, as soon as you learn of the need for the leave.

- Failure to comply with these notice rules is grounds for, and may result in, deferral of the requested leave until you comply with this notice policy.

- We may require certification from your health care provider before allowing you a leave for pregnancy or your own serious health condition or certification from the health care provider of your child, parent, or spouse who has a serious health condition before allowing you a leave to take care of that family member. When medically necessary, leave may be taken on an intermittent or a reduced work schedule.

- If you are taking a leave for the birth, adoption or foster care placement of a child, the basic minimum duration of the leave is two weeks and you must conclude the leave within one year of the birth or placement for adoption or foster care.

- Taking a family care or pregnancy disability leave may impact certain of your benefits and your seniority date. If you want more information regarding your eligibility for a leave and/or the impact of the leave on your seniority and benefits, please contact

_____ _____

Employer's Contact Person at Employer's Telephone Number

DFEH-100-21 (01/00)

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.

SEIU, LOCAL 721, CTW, CLC
AUTHORIZED REPRESENTATIVE

By _____
EXECUTIVE DIRECTOR
SEIU, Local 721, CTW, CLC

COUNTY OF LOS ANGELES
AUTHORIZED MANAGEMENT
REPRESENTATIVE

_____
WILLIAM T FUJIOKA
Chief Executive Officer

TO BE JOINTLY SUBMITIED TO COUNTY'S BOARD OF SUPERVISORS