MEMORANDUM OF UNDERSTANDING FOR JOINT SUBMISSION TO BOARD OF SUPERVISORS REGARDING THE PARAMEDICAL TECHNICAL EMPLOYEE REPRESENTATION UNIT

This MEMORANDUM OF UNDERSTANDING made and entered into this 25th day of February, 2014,

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"")

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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, Local 434, SEIU, AFL-CIO (hereinafter referred to as "Local 434" or as "Union") was certified on October 17, 1969 by County's Employee Relations Commission (Employee Relations Commission Decision No. 9-69) as the majority representative of County employees in the Paramedical Technical Representation Unit (hereinafter the "Unit") previously found to be appropriate by the Employee Relations Commission.. Effective January 15, 2000, the Employee Relations Commission recognized Local 660, SEIU, as the majority representative of County employees in this Unit. The Los Angeles County Employee Relations Commission adopted an Amendment of Certification on February 26, 2007 transferring representational responsibilities to SEIU, Local 721 for bargaining units formerly represented by SEIU Local 660 and SEIU Local 535Management hereby recognizes SEIU, Local 721, as the certified 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 those classifications listed in the Salaries Article, as well as such classes as may be added hereafter by the Employees Relations Commission.

Section 2. Exclusive Recognition

Management shall recognize 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, 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's Local 721 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's Local 721 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 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 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, 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, SEIU, Local 721, 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

Any employee who is a member of a bona fide religion, body, or sect who 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 days' 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*, 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;

*For 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 be 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 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 Local 721 represented classifications. Further, subject to approval of said new classifications by the Board of Supervisors, and upon accretion of said classes to the appropriate bargaining unit, upon the request of Local 721, the 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 late.

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 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.

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 LOCAL 721 COUNTY-WIDE JOINT LABOR-MANAGEMENT COMMITTEE

The parties agree to establish a 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 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 SEIU, Local 721 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 SEIU, Local 721, including SEIU, Local 721, 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 SAFETY AND HEALTH

Section 1.

It is the duty of Management to make every reasonable effort to provide and maintain a safe place of employment. 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 practice, equipment, and conditions, and to report any such unsafe practices, or conditions to their immediate supervisors.

Section 2.

If such condition cannot be satisfactorily remedied by the immediate supervisor, the employee or their representative may submit the matter to the local facility safety officer or the departmental safety officer, if there is no local safety officer. The safety officer will respond within five (5) business days. If the employee or their representative is not satisfied with the response of the safety officer, the Union may consult with the Chief Executive Office or their designee. A representative of such branch shall respond to the department head and the Union within ten (10) business days. If the Union is not satisfied with the response of the Chief Executive Office, the issue may be taken within ten (10) business days to arbitration as set forth in Article 11. During such ten (10) days, consultation between the department head and the Union will take place.

Section 3.

It is understood and agreed that the Union reserves its rights under Article 13, Grievances General-In-Character, in cases where the Union 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 4.

Management and SEIU, Local 721mutually agree to establish a joint Health and Safety Committee to review health and safety problems, including but not limited to infectious disease control, their causes and prevention. The Committee shall consist of four (4) representatives appointed by the Union and four (4) representatives appointed by Management. The Committee shall meet bi-monthly.

Section 5.

The departmental safety officer or appropriate representative will update and maintain complete first aid kits in all non-clinical areas, and ensure that the kits are accessible to the employees.

Section 6.

Nothing herein precludes Management from combining Health and Safety Committees. Management and SEIU, Local 721are committed to the use, purchase and maintenance of microelectronics technology and specifically, video display terminals (VDTS), in a manner

which is safe and complies with all applicable laws, Occupational Safety and Health Administration (OSHA) regulations and guidelines and which complies with current National Institute for Occupational Safety and Health (NIOSH) recommendations and guidelines.

Section 7.

Management shall develop and implement written policies and procedures to deal with on-the-job assault. Such policies shall be reviewed with all new hires as part of their orientation process, and shall be made available to any current employee upon request. Such policies shall address the prevention of assault on the job and management of situations of assaults and the provision of the post-traumatic support and counseling for employees who have been assaulted. The Health and Safety Committee shall have the authority to make recommendations to the policies referenced in this Section.

Section 8. Training

Management will endeavor to provide training consistent with the objectives of the Hazardous Materials Division; and this training will include use of protective clothing, equipment and other safety devices that are used by employees engaged in evaluating hazardous substance exposures or incidents.

Section 9. Critical Incident Stress Debriefing

Management shall make available access to stress debriefing following critical incidents during work.

Section 10.

Management shall provide at no cost to the employees of all classifications covered by this MOU, all health services that are mandated by law.

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, Local 721, may select a reasonable number of stewards for this Unit. SEIU, Local 721 shall give to each Department Head a written list of employees from his/her department who have 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 Local 721 on the impact of implementing work rule changes specifically related to re-engineering and welfare reform when such matters are not covered by 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, Waiver Article shall not apply to matters subject to re-engineering/welfare reform impact negotiations within Department of Health Services or Department of Public Social Services.

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

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

ARTICLE 44 CONTINUING EDUCATION

Management recognizes the importance of continuing education for employees in this Unit and will give consideration to employee requests to attend available work-related educational programs, seminars, professional conferences and professional meetings on County time.

Time Off

For employees in this bargaining Unit who are required, now or in the future, to complete continuing education as a condition of licensure/certification/registration renewal, Management shall grant such employees County paid time off (i.e., "salary only" exclusive of overtime) in consideration of the needs of the service for required CEU credits; AND/OR at the discretion of Management, provide in-house educational programs which qualify for continuing education units. Employees of this Bargaining Unit shall have the discretion to complete their continuing education units through an in-house program or an outside source.

Training hours may be completed the first, second, and/or third year of this contract.

Self-Study

County paid time-off will be granted for self-study courses provided that the courses are accredited for the purpose of completing continuing education as a condition of licensure/certification/registration renewal, and prior approval of Management is obtained. Employees will provide documentation of completed continuing education hours.

Employee Requests

Management, in consideration of the needs of the service, will distribute equitably among all employees in the same job assignment, the requested paid County time (i.e. salary only) exclusive of overtime.

If the needs of the service are not negatively impacted, Management shall adjust the employee's workweek to include attendance at approved continuing education programs when such training falls on a Saturday and/or Sunday, or regular day off, or at a time that is outside of regular work hours.

County paid-time off up to a maximum of eight (8) hours per day for approved continuing education includes the time required for attendance a t the training, as well as reasonable travel time.

In-Service Education

Whenever employees in this unit, after attending a continuing education course are required to provide an in-house educational service to their department, Management will grant up to, but not to exceed four (4) hours of County-paid time and provide County resources to prepare for a one (1) hour in-service presentation.

Based upon the needs of the service, in-service education shall be on County time and members shall be relieved from assigned duties throughout the session.

When mandated by Management or by laws/regulations, County shall provide CPR training, CPR certification completion card, and training materials to members covered by this MOU. A deposit may be required to obtain the training materials, refundable upon return.

Consultation

Management and Local 721 will consult pursuant to Los Angeles County Code Section 5.04.090 (A) when new or revised continuing education requirements are mandated/required for maintenance of licensure/registration/certification when such licensure/registration/certification is required for County employment. The purpose of said consultation is to determine how many hours of County paid time off should be made available to employees in order to meet mandatory continuing education requirements.

Management will continue to consult with the Union regarding the testing procedures and test preparation for the Ambulance series.

Management has developed and begun operation of a plan to provide EMT I training or its equivalent to ambulance personnel within the Department of Health Services.

Nothing in this Article shall be construed as preventing Management from extending the EMT I training program to the more advanced EMT training programs.

ARTICLE 45 TRAINING

Section 1.

Management and Local 721 recognize that training programs and the advancement of employees to positions of higher skill are matters of great importance and interest to Management, Local 721, and the employees covered by this Memorandum.

Management, upon the official request of Local 721, will meet with Local 721 to consult concerning any specific existing training programs or upgrading opportunities and for the development of any new training programs.

Nothing in this Article shall be construed as limiting Management's authority to make temporary assignments on higher rated classes for the purpose of qualifying the employee for promotional examinations or training.

Section 2.

Management shall not dock the employee's regular pay for time spent in scheduled training programs.

Section 3.

1. New Technology

   As new technology is introduced in the work environment and is required to be used by specific employees, Management shall train the affected employees in the new technology.

2. Training Opportunities

An employee in the unit may request to participate in education programs, symposiums, seminars, conferences and meetings which would lead to an increase in the skills, knowledge, and understanding of the employee's current job assignment, or may lead to a promotional opportunity. Employee training requests for County time to attend such programs shall be subject to Management fair and equitable approval based on the needs of the service.

3. In-Service Training

Management agrees to continue departmental in-service training programs which are in effect at the time the Memorandum of Understanding is implemented until their terms have expired and also to encourage the establishment of in-service training programs in departments and classifications where possible. Management agrees to make information concerning in-service training programs available to employees within the unit. Management agrees that training programs will not be established to deprive qualified employees of higher earnings.

4. Management will provide computer education when computer knowledge is essential to performing job duties, as determined by management's approval.

ARTICLE 46 FLOATING

Floating of paramedical technical staff is a method used to meet/augment staffing required to meet patient care needs. It is Management's intent to limit floating outside of a paramedical technical staff's own clinical service, module and/or service line. Paramedical technical staff will receive prior professional guidance and/or orientation/training to the service. Each area shall have a written unit/service specific orientation plan available as a reference for staff who have been floated. When it is necessary to float a paramedical technical staff from his/her regularly assigned unit/service/service line, the paramedical technical staff who has been floated may only perform within his/her areas of competency and his/her assignment shall reflect this. Paramedical technical staff floating into specialty areas shall possess the required competency, skills and knowledge to perform their assigned duties.

Management will make every reasonable effort to minimize the incidents of floating more than 30 minutes after the start of the shift.

When the needs of the service require that an employee is to be floated, Management will consider in the following order: (1) volunteers; (2) registry and (3) permanent full time employees on a rotational basis. Only after such considerations(s), and dependent upon the needs of the service, will Management make a selection outside of numbers 1-3 above.

Paramedical technical staff may be floated only one time per shift, unless he/she are needed back at their regularly scheduled work area, in which case he/she may float back.

A float log will be maintained and kept by Management at each unit/department/facility to document the float rotation. All instances of floating will be recorded in the log. Name of person floating, classification, date, time, place(s) floated to, and justification for irregularities of rotation shall be documented in the log.

The float log shall be made available for review by the Union upon request. A photocopy shall also be provided to the Union upon request.

ARTICLE 47 WORKLOAD

Section 1. Commitment

Management and the Department of Health Services, Mental Health, Sheriff, Public Health, and Coroner agree that there should be adequate staff to provide safe patient care.

Section 2. 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 should be submitted in writing at the beginning/and or during the shift. Management shall investigate the complaint and if a determination is made that the complaint is valid, every effort shall be made to correct it within the day.

If this complained-of assignment continues beyond the second day, the employee may proceed through the grievance procedure by filing a grievance at the second 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 that the employee is overworked, and the employee believes that the over work situation continues, the employee may appeal that decision through the grievance procedure.

ARTICLE 48 WORK SCHEDULES

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

A. Work Week

For the purpose of computing overtime, the work week for employees in this Unit is 40 hours of work in a seven consecutive day period as defined by Management. For the purpose of work schedules, the normal work week shall be five (5) eight-hour work days. Each eight-hour shift shall include, exclusive of at least a thirty (30) minute lunch period, two 15-minute rest periods, scheduled according to the needs of the unit. During rest periods, employees shall be relieved of all duties and may leave their immediate work locations but must remain within the general area as prescribed by Management.

B. Work Shifts

Employees shall be scheduled to work on regular work shifts having regular starting and quitting times.

C. Work Schedule Changes

Except for emergencies (see Emergency Assignments article), employee's work schedules shall not be changed without written notice, including the reason to the employee at least ten (10) working days prior to the date the change is to be effective. Irregular work schedules shall not be changed without written notice,

including the reason to the employee at least ten (10) working days prior to the date the change is to be effective.

Where work schedules are regularly and routinely used, such schedules shall be posted at least fourteen (14) calendar days prior to the effective date of any routine and general work schedule changes.

Management will make every reasonable effort to avoid changing employees' 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.

If the needs of the service require a re-allocation of staff from one permanent shift to another, Management shall first consider pre-existing requests from qualified employees, and then solicit qualified volunteers. If there is no pre-existing list or volunteers, Management shall assign the vacant shift(s) to qualified bargaining unit employee(s) according to inverse seniority (the least senior first, etc.). For the purpose of this article, seniority shall be defined as the total amount of continuing service within a classification.

D. Consultation

Prior to implementing alternative work schedules, Management will consult with Local 721.

ARTICLE 49 LUNCH PERIODS

An employee shall not be required to take more than a one hour lunch period exclusive of the hours of the regular workday. An unpaid lunch period of thirty minutes will be permitted any employee required to work more than four hours of overtime beyond his/her regular shift. This lunch period may be taken at the option of the employee.

ARTICLE 50 WEEKENDS OFF

Section 1. Definition

A. For purposes of this article a weekend off is defined as two consecutive days between the hours of 7:00 p.m. Friday and 7:00 am Monday. Management may consider employees request for Friday and Saturday, or Saturday and Sunday as their weekend days off based upon operational needs.

B. Management will make every effort to develop schedules 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 the same regular work schedule as the assigned proctor or mentor.

Upon written request of 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 in the Department of Health Services. 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 51 ACCUMULATION OF LATE MINUTES

There will be no accumulation of incidents of tardiness of under fifteen (15) minutes for the purpose of reducing the pay of any employee covered by this Memorandum.

ARTICLE 52 EMERGENCY ASSIGNMENTS

Section 1.

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.

Section 2. Definition

An emergency assignment shall be defined as the duly proclaimed existence of conditions of disaster or of extreme peril to the safety of person and property within the territorial limits of a county, city and county, or city caused by such conditions as air pollution, fire, flood, storms, epidemic, riot, drought, sudden and severe energy shortage, plant or animal infestation or disease, the Governor's warning of an earthquake or volcanic prediction, or an earthquake or the other conditions, other than conditions resulting from a labor controversy, which conditions are or are likely to beyond the control of the services, personnel, equipment, and facilities of that political subdivision and require the combined forces of other political subdivisions to combat, or with respect to regulated energy utilities, a sudden and severe energy shortage requires extraordinary measures beyond the authority vested in the California Public Utilities Commission.

ARTICLE 53 VACATIONS

Section 1. Vacation Deferral

The parties agree that when requested by the employee and authorized by the Department Head vacation time may be deferred for more than one year. Provided, however, an employee's maximum current and deferred vacation accrual shall not exceed 40 days at any time.

Section 2. Vacation Scheduling

Vacation periods shall be scheduled by Management to provide adequate staffing, so that all staff may have an annual vacation no less than their annual accrued time. Such schedules shall be subject to the needs of County service.

Employees shall be entitled to take authorized vacations in accordance with the following procedures:

1. At least annually, Management shall prepare and post an approved, filled in vacation schedule for all employees in each work facility in a timely manner per Vacation Scheduling Unit for the following calendar year. Management shall respond in writing to all subsequent vacation requests in a timely manner.

2. 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.

3. Having once made such a choice, no employee may change his/her vacation schedule if such change will conflict with the choice of any other employee in the facility or unless the affected employee and Management agree to such a change.

4. For the purpose of this Article, employees assigned to a facility after the annual vacation schedule has been prepared waive any seniority rights they may have had until the next vacation schedule is prepared.

5. Management has the right to determine the definition of the Vacation Scheduling Units. Vacation scheduling units will consist of like work areas/services, such as, but not limited to, ICU's, general medicine wards, general surgery wards Orthopedics Ambulance Services, etc. The Vacation scheduling unit will also be distinguished by shifts at 24 hour facilities where and when appropriate based on the need of the service. Members of this bargaining unit shall not have to compete with or be denied time off due to vacation approvals of a different Vacation Scheduling Unit, where appropriate based on the needs of the service.

6. For the purpose of this Article, seniority shall be defined as the total amount of continuous service within a classification within the department. An employee may exercise his/her seniority only within the work location to which he/she is permanently assigned.

7. In the case of a tie involving two or more employees, the opportunity to choose a vacation schedule will be given to the employee in the order of their County seniority.

8. For the application of this provision each County medical facility shall be considered as a separate department.

9. No request for vacation shall be denied because of the season of the year.

10. Employees who have approved vacations and are subsequently involuntarily transferred from their vacation scheduling unit shall retain their right to take their approved vacation.

11. A vacation period or time off which is cancelled by an employee may become available to other employees, at Management's discretion based upon the needs of the service.

ARTICLE 54 HOLIDAYS

1. Whenever a holiday (as defined in the County Code for Los Angeles County as heretofore applied) occurs on an employee's regularly scheduled day off, the employee is entitled to an additional day off with pay.

2. Whenever an employee works on an overtime basis on a day which is both a holiday and a regularly scheduled day off, the employee is entitled to an additional day off and compensation at premium overtime rates providing he/she otherwise qualifies for such payment.

3. Management will make every effort to furnish employees with a summary statement of accrued holiday time.

4. Management shall make every reasonable effort to approve at least one of the following days off:

   Thanksgiving Day, Christmas day, or New Year's Day. In lieu of this, an employee working evening or night shift may request Thanksgiving Eve, Christmas Eve, or New Year's Eve.

ARTICLE 55 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 56 LEGAL REPRESENTATION

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

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

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

ARTICLE 57 CONSULTATION/LABOR MANAGEMENT COMMITTEE

Section 1. 221/222 Labor Management Committee

A. Purpose

Within thirty (30) days of the ratification of this agreement, Management and Labor shall convene a BU 221/222 Labor Management Committee to explore and implement agreed solutions to problems of mutual concern including, but not limited to:

1. Recruitment and retention
2. Hazardous working conditions
3. Workloads
4. Classification issues
5. Recommendations for education programs pertinent to Paramedical Technical Employees
6. Regulatory Requirements
7. Quality Improvement Issues
8. Career opportunities for Paramedical Technical Employees

B. Committee Membership

This Committee shall consist of the current Bargaining Team for Units 221 and 222 and Management members from the Departments of Mental Health, Health Services, Public Health, and the Sheriff, and the Chief Executive Office (CEO Employee Relations and Compensation).

C. Meetings

The Committee shall meet monthly for the first year and no less than quarterly thereafter. If the meeting must be cancelled or postponed by either party, every effort will be made to reschedule the meeting to a date/time mutually agreed by the parties.

Section 2. Facility Committee

Separate from the Labor Management Committee delineated above, all Departments and Local 721 shall establish a facility–based Labor/Management Committee for this bargaining unit to specifically address problems associated with workload, vacations, scheduling, temporary assignments, and involuntary transfers. The Committee shall meet at least quarterly. Proposed agendas shall be prepared by Local 721 and/or Management that delineate the subjects to be covered. Management and Labor shall meet and mutually agree to the appropriate number of committee members that will comprise this committee.

Section 3. Psychiatric Technicians

Each Psychiatric Technician I, II, and III assigned to a "Department of Mental Health" mobile response team will be issued a pocket sized current DSM edition book for the duration of their assignment. A cellular telephone will be available for each "Department of Mental Health" mobile response team for use on a roll-out.

ARTICLE 58 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 designated where such buttons or pins may not be worn for reasons of hygiene or safety.

ARTICLE 59 POSTING OF VACANCIES

Management shall post, in a timely manner, in places centrally located and reasonably accessible to employees in this Bargaining Unit, County promotional and career opportunities bulletins on a bulletin board or boards designated expressly for this purpose. An employee desiring to know of current promotional opportunities, job openings or recruitment openings under the County's Civil Service Rules, may call the Los Angeles County Job Hot-Line at 1-800-970-5478 or visit the Los Angeles County Department of Human Resources home page at http://dhr.mylacounty.info/. Notice of promotional exams shall be posted for at least 10 days prior to the examinations pursuant to Civil Service Rule 7.03A.

Employees may view vacancy announcements by going to the L.A. County Intranet site at http://jaintra.co.la.ca.us and clicking on the Transfer Opportunities link. DHS Management agrees to send a request to the Department of Human Resources asking them to update both the Job Hotline and websites on an ongoing basis.

If a vacancy occurs in any area where bargaining unit employees are working, Management of said area shall advise the employees who work in the area, through use of the communication book or other means, of the pending vacancy in order to give the area employees an opportunity to apply for the item through the usual civil service channels.

ARTICLE 60 TRANSFER

Section 1. Definitions

1. For the purpose of this Article, "transfer" is a permanent change of work location from one position to another position in the same class. Transfers may be interdepartmental or intradepartmental. Rotations to acquire and/or to maintain cross training skills are not covered by this article.

2. For the purpose of this Article, transfers may be employee initiated or management initiated.

3. For the purpose of this the Article, "seniority" means Continuous County Service at the time of the transfer. This Article does not supersede Article 40, Stewards, Section 2.

4. This article does not supersede: Article 41. Department of Health Services Restructuring, Section 4. Reassignment/Involuntary Transfer within DHS and DPH.

Section 2. Employee Initiated Transfers

A. Inter-Facility/Intra-Departmental Transfers

1. An inter-facility/intra-departmental transfer refers to a transfer within a County Department.

2. An employee desiring a transfer desiring a transfer must locate a suitable, available position on this or her own time, and arrange for the organizational unit to accept him or her as a transfer. The Employee may submit a dated, written (or electronically) request for voluntary transfer within their Department and have their name placed on a list to be kept by the manager of the work location to which the employee is requesting a transfer and may submit a copy to the immediate supervisor. Transfer request are current for twelve (12) months and must be renewed if the desire for the reassignment continues.

3. In the selection process, Management may consider all transfer requests previously received, and/or consider transfer requests on the basis of County seniority. It is understood that pursuant to Civil Service Rule 11, this language does not abrogate Management's right to select from a certification list regardless of any transfer requests submitted. Furthermore, it is understood that the final decision of the selection process of a vacant position will be based upon the needs of the operation and/or based upon skills and competencies.

4. Unless otherwise agreed to by the departments, the effective date of the transfer must be no less than fourteen (14) days and no more than thirty (30) days from the date of the request made by the hiring department.

B. Inter-Departmental Transfers

1. An inter-departmental transfer refers to transfers from one County Department to another County Department (e.g., from DHS to DMH, DHS to Sheriff, DHS to DCFS, etc.).

2. Any employee covered by this bargaining unit who wishes to transfer from one County Department to another may submit a dated, written request for such a transfer to the Management of the facility to which he/she desires transfer and may submit a copy of the written request to immediate supervisor. Transfer requests are current for twelve months (12) and must be renewed if the desire for the reassignment continues.

3. Unless otherwise agreed to by the departments, the effective date of the transfer must be no less than fourteen (14) days and no more than thirty (30) days from the date of the request made by the hiring department.

C. Transfer Request Process

1. Dated, written (or electronically) requests for transfers will be maintained by the office to which they are sent. Transfer requests are current for twelve (12) months and must be renewed if the desire for the reassignment continues.

2. In the selection process, Management may consider all transfer requests previously received, and/or consider transfer requests on the basis of County seniority. It is understood that pursuant to Civil Service Rule 11, this language does not abrogate Management's right to select from a certification list regardless of any transfer requests submitted. Furthermore, it understood that the final decision of the selection process of a vacant position will be based upon the needs of the operation and/or based upon skills and competencies.

Section 3. Management Initiated Transfers

A. In the case of a Management initiated transfer of an employee that is based upon the needs of the service, Management shall give at least ten (10) business days written notice to the affected employee, unless an emergent situation necessitates an immediate transfer. In the case of an emergent situation, the transfer of the employee will continue only for the duration of the emergency.

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

ARTICLE 61 UNIFORMS

Management agrees to provide, during the life of this agreement an initial issuance of seven (7) pairs of trousers, seven (7) shirts, one (1) jacket, and one (1) set of rain gear to each employee in the classifications of Clinic Driver, Ambulance Driver and Ambulance Medical Technician in the Department of Health Services.

When required by laws/regulations, the appropriate protective garments will be furnished and made readily available.

Management shall provide laundry of uniforms in accordance with Los Angeles County Code Section 5.72.100.

Management agrees to exchange unserviceable uniforms that were issued under the requirements of this Article in exchange for a new uniform, except where such replacement would be necessary as a result of improper or unauthorized use or care. Such replacement uniforms shall not exceed three (3) sets during the term of this agreement. Management shall be the sole determinant as to the need for uniform replacement.

ARTICLE 62 HOSPITAL VISITING HOURS

Departments of Health Services and Mental Health will implement models of controlled visitor access at all patient care facilities. Such models shall include restricted visiting hours as deemed appropriate by facility Management. Further Management will, where possible, restrict visitor/patient access to emergency room triage areas through use of various security methods and/or devices.

Where possible, Management will designate separate entrances for employees and secure entrances in a manner that discourages casual use.

ARTICLE 63 AFFIRMATIVE ACTION COMMITTEE

The Department of Health Services agrees that the Personnel Officer, Health Services shall 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 64 OVERTIME

Section 1. Compensation

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

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 Act, 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.

The County will pay employees for any overtime worked at a rate of one and one-half (1½) times his/her regular rate of pay. Regular rate of pay shall be calculated as provided for by the Fair Labor Standards Act.

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 ½) 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.

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 (1) 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.

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 discuss the 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, regulation, 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.

On or after October 1, 1995, at the employee's option, Compensatory Time Off (CTO) accrued during the period from October 1, 1993 through and including June 30, 1994 and remaining 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 such CTO accrual balance may submit 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.

ARTICLE 65 SPECIAL PAY PRACTICES

Section 1. Evening and Night Shift Differential

The parties agree jointly to recommend to the County's Board of Supervisors for adoption and implementation by amendment to applicable provisions of the Los Angeles County Code, that any employee employed in the Bargaining Unit, who is assigned to a regularly established evening or night shift as defined in Section 6.10.020 of the County Code shall receive a per hour bonus for each hour worked during such shift as listed below:

During the term of this MOU, all classes in the Bargaining Unit will receive 75 cents per hour bonus on the night shift and 70 cents per hour on the evening shift.

Section 2. Definitions

Los Angeles County Code Section 6.10.020 defines evening and night service hours as:

> An "evening shift" is a regularly established work shift at least five-eighths of which falls between the hours of 4:00 p.m. and 11:00 p.m.
>
> A "night shift" is a regularly established work shift at least five-eighths of which falls between the hours of 9:00 p.m. and 8:00 a.m.

Section 3. Call Back

Whenever an employee is unexpectedly ordered by his Department Head or designated management representative to return to work following the termination of his/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 of the employee's regular rate of pay. Work performed in excess of four hours will be compensated for in accordance with the provisions of the Overtime Article.

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

Section 4. Standby Pay

Any permanent, full-time employee assigned regularly scheduled periods of standby service, at off-duty times, shall receive a one dollar and fifty cents /$1.50/ per hour bonus but not to exceed a maximum of four hundred fifty dollars /$450.00/per month total, subject to the authorization required by Section 6.10.120 of the County Code.

Employees covered by this agreement who are required to standby and are called in after midnight shall be given reasonable consideration to use sick, personal, holiday, vacation, or any other time applicable to compensate for the lack of sleep.

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

Section 5. Defibrillation/Advanced Airway Bonus

Ambulance Drivers (Item 5065) and Ambulance Medical Technicians (Item 5066) who successfully complete EMT-Defibrillation/Advanced Airway training shall receive a $50.00 (fifty dollars) monthly bonus effective the month they are assigned to begin performing Defibrillation/Advanced Airway duties. Such bonus shall be paid only for months during which these employees are assigned to perform Defibrillation/Advanced Airway duties. This is a monthly bonus that shall not constitute a base rate.

Section 6. Mammography Bonus

Radiologic Technologists (Item 5798) who are certified by the State of California to perform mammograms on a regularly scheduled basis shall receive a fifty dollar ($50.00) bonus per month for each month such mammography duties are performed. This is a monthly bonus that shall not constitute a base rate.

Section 7. Compensation for Two Consecutive Shifts

Whenever any Bargaining Unit employee is assigned to work two regularly established eight (8) hour consecutive shifts, the employee shall receive compensation equivalent to sixteen (16) hours of pay.

Section 8. Weekend Bonus

Bargaining Unit employees who work on a weekend shall receive an additional bonus of one dollar ($1.00) for each hour worked on a weekend. For the purpose of paying the weekend bonus, a weekend shall be defined as any hours occurring between the hours of 7:00 p.m. Friday through 7:00 a.m. Monday.

ARTICLE 66 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
5068	AMBULANCE DISPATCHER	CURRENT	NM	74H	3179.09	4157.27
		12/13/2013	NM	75E	3241.64	4239.82
		10/01/2014	NM	76B	3305.18	4323.82
		02/01/2015	NM	76K	3370.64	4410.36
5065	AMBULANCE DRIVER	CURRENT	NM	68E	2688.55	3512.55
		12/13/2013	NM	69B	2741.64	3581.73
		10/01/2014	NM	69K	2794.73	3651.55
		02/01/2015	NM	70G	2850.00	3724.09
5066	AMBULANCE MEDICAL TECHNICIAN	CURRENT	NM	72G	3006.18	3929.27
		12/13/2013	NM	73D	3065.36	4006.73
		10/01/2014	NM	74A	3125.00	4086.00
		02/01/2015	NM	74J	3186.82	4167.45
3567	ASST RADIOLOGY EQUIPMENT SPECIALIST	CURRENT	NM	89G	4749.36	6229.18
		12/13/2013	NM	90D	4844.00	6353.18
		10/01/2014	NM	91A	4940.00	6479.00
		02/01/2015	NM	91J	5038.91	6608.45
878	AUTOPSY TECHNICIAN	CURRENT	NM	67C	2604.73	3403.55
		12/13/2013	NM	67L	2655.64	3469.73
		10/01/2014	NM	68H	2708.45	3538.45
		02/01/2015	NM	69E	2761.55	3607.91
4879	AUTOPSY TECHNICIAN-PHOTOGRAPHER	CURRENT	N3M	71B	3217.91	3779.27
		12/13/2013	N3M	71K	3281.18	3853.45
		10/01/2014	N3M	72G	3346.09	3929.27
		02/01/2015	N3M	73D	3411.82	4006.73
5540	BIOMEDICAL EQUIPMENT TECHNICIAN	CURRENT	NM	76K	3370.64	4410.36
		12/13/2013	NM	77G	3436.64	4498.55
		10/01/2014	NM	78D	3503.91	4588.09
		02/01/2015	NM	79A	3573.00	4679.00

4979 BLOOD GAS LABORATORY TECHNICIAN I	CURRENT	NM	64A	2391.00	3125.00
	12/13/2013	NM	64J	2439.00	3186.82
	10/01/2014	NM	65F	2487.00	3249.55
	02/01/2015	NM	66C	2535.55	3313.36
4982 BLOOD GAS LABORATORY TECHNICIAN II	CURRENT	NM	68A	2662.00	3478.00
	12/13/2013	NM	68J	2715.09	3547.09
	10/01/2014	NM	69F	2768.18	3616.64
	02/01/2015	NM	70C	2822.00	3687.36
5545 CARDIAC ELECTRODIAGNOSTIC TECH I	CURRENT	NM	63J	2373.55	3102.64
	12/13/2013	NM	64F	2421.00	3163.64
	10/01/2014	NM	65C	2469.00	3225.82
	02/01/2015	NM	65L	2517.00	3289.09
5546 CARDIAC ELECTRODIAGNOSTIC TECH II	CURRENT	NM	66H	2566.91	3354.27
	12/13/2013	NM	67E	2617.45	3420.09
	10/01/2014	NM	68B	2668.64	3486.64
	02/01/2015	NM	68K	2721.73	3555.73
5547 CARDIAC ELECTRODIAGNOSTIC TECH III	CURRENT	NM	71J	2941.00	3844.18
	12/13/2013	NM	72F	2998.82	3919.73
	10/01/2014	NM	73C	3057.91	3996.82
	02/01/2015	NM	73L	3117.55	4076.09
5556 CARDIOVASCULAR TECHNICIAN	CURRENT	NM	80K	3751.64	4916.00
	12/13/2013	NM	81G	3825.64	5014.18
	10/01/2014	NM	82D	3900.64	5114.18
	02/01/2015	NM	83A	3977.00	5216.00
5555 CARDIOVASCULAR TECHNICIAN TRAINEE	CURRENT		F		2770.98
	12/13/2013		F		2826.40
	10/01/2014		F		2882.93
	02/01/2015		F		2940.59
5092 CERTIFIED MEDICAL ASSISTANT	CURRENT	NM	68C	2675.27	3495.27
	12/13/2013	NM	68L	2728.36	3564.36
	10/01/2014	NM	69H	2781.45	3634.09
	02/01/2015	NM	70E	2836.00	3705.73
5064 CLINIC DRIVER	CURRENT	NM	66A	2523.00	3297.00
	12/13/2013	NM	66J	2573.18	3362.45
	10/01/2014	NM	67F	2623.82	3428.36
	02/01/2015	NM	68C	2675.27	3495.27
5090 CLINIC LICENSED VOCATIONAL NURSE I	CURRENT	NM	68K	2721.73	3555.73
	12/13/2013	NM	69G	2774.82	3625.36
	10/01/2014	NM	70D	2829.00	3696.55
	02/01/2015	NM	71A	2885.00	3770.00
5094 CLINIC LICENSED VOCATIONAL NURSE II	CURRENT	NM	70K	2871.00	3751.64
	12/13/2013	NM	71G	2927.00	3825.64
	10/01/2014	NM	72D	2984.09	3900.64
	02/01/2015	NM	73A	3043.00	3977.00

5087 CLINIC NURSING ATTENDANT I	CURRENT	N2M	53H	1900.09	2367.73
	12/13/2013	N2M	54E	1938.64	2415.00
	10/01/2014	N2M	55B	1977.91	2463.00
	02/01/2015	N2M	55K	2017.18	2511.00
5088 CLINIC NURSING ATTENDANT II	CURRENT	NM	57K	2017.18	2649.27
	12/13/2013	NM	58G	2058.09	2701.82
	10/01/2014	NM	59D	2099.82	2754.91
	02/01/2015	NM	60A	2142.00	2808.00
5604 CLINICAL PERFUSION TECHNICIAN	CURRENT	NM	93F	5281.00	6925.45
	12/13/2013	NM	94C	5385.73	7063.09
	10/01/2014	NM	94L	5492.64	7203.45
	02/01/2015	NM	95H	5602.09	7347.64
5603 CLINICAL PERFUSION TECHNICIAN ASST	CURRENT	NM	77B	3395.27	4443.09
	12/13/2013	NM	77K	3461.45	4531.82
	10/01/2014	NM	78G	3529.82	4622.18
	02/01/2015	NM	79D	3599.18	4714.18
4964 CYTOLOGY LABORATORY TECH INSTRUCTOR	CURRENT	NM	93F	5281.00	6925.45
	12/13/2013	NM	94C	5385.73	7063.09
	10/01/2014	NM	94L	5492.64	7203.45
	02/01/2015	NM	95H	5602.09	7347.64
4745 DENTAL ASSISTANT	CURRENT	NM	60K	2191.09	2871.00
	12/13/2013	NM	61G	2235.27	2927.00
	10/01/2014	NM	62D	2280.45	2984.09
	02/01/2015	NM	63A	2327.00	3043.00
4746 DENTAL ASSISTANT,SPECIAL PROCEDURES	CURRENT	NM	64F	2421.00	3163.64
	12/13/2013	NM	65C	2469.00	3225.82
	10/01/2014	NM	65L	2517.00	3289.09
	02/01/2015	NM	66H	2566.91	3354.27
4749 DENTAL LAB RADIOLOGIC TECHNICIAN	CURRENT	NM	66D	2541.82	3321.55
	12/13/2013	NM	67A	2592.00	3387.00
	10/01/2014	NM	67J	2642.91	3453.18
	02/01/2015	NM	68F	2695.18	3521.18
4750 DENTAL LABORATORY TECHNICIAN	CURRENT	NM	77J	3453.18	4520.73
	12/13/2013	NM	78F	3521.18	4610.82
	10/01/2014	NM	79C	3590.45	4702.45
	02/01/2015	NM	79L	3660.27	4796.27
5794 DIAGNOSTIC ULTRASOUND TECHNICIAN	CURRENT	NM	87A	4432.00	5813.00
	12/13/2013	NM	87J	4520.73	5929.36
	10/01/2014	NM	88F	4610.82	6047.55
	02/01/2015	NM	89C	4702.45	6167.73

5560 ELECTROENCEPHALOGRAPH TECHNICIAN I	CURRENT	NM	72G	3006.18	3929.27
	12/13/2013	NM	73D	3065.36	4006.73
	10/01/2014	NM	74A	3125.00	4086.00
	02/01/2015	NM	74J	3186.82	4167.45
5561 ELECTROENCEPHALOGRAPH TECHNICIAN II	CURRENT	NM	75H	3265.36	4271.18
	12/13/2013	NM	76E	3329.73	4356.27
	10/01/2014	NM	77B	3395.27	4443.09
	02/01/2015	NM	77K	3461.45	4531.82
4936 ELECTRON MICROSCOPY SPECIALIST	CURRENT	NM	84E	4126.73	5412.45
	12/13/2013	NM	85B	4208.45	5519.73
	10/01/2014	NM	85K	4292.09	5629.55
	02/01/2015	NM	86G	4377.91	5742.09
5625 EMERGENCY PATIENT TRANSFER COORD	CURRENT	NM	82D	3900.64	5114.18
	12/13/2013	NM	83A	3977.00	5216.00
	10/01/2014	NM	83J	4056.27	5320.00
	02/01/2015	NM	84F	4136.91	5425.82
5624 EMER PAT TRNSFR COORD(NON-MEGAFLEX)	CURRENT	NM	82D	3900.64	5114.18
	12/13/2013	NM	83A	3977.00	5216.00
	10/01/2014	NM	83J	4056.27	5320.00
	02/01/2015	NM	84F	4136.91	5425.82
4887 FORENSIC TECHNICIAN I	CURRENT	NM	73C	3057.91	3996.82
	12/13/2013	NM	73L	3117.55	4076.09
	10/01/2014	NM	74H	3179.09	4157.27
	02/01/2015	NM	75E	3241.64	4239.82
4888 FORENSIC TECHNICIAN II	CURRENT	N3M	77B	3779.27	4443.09
	12/13/2013	N3M	77K	3853.45	4531.82
	10/01/2014	N3M	78G	3929.27	4622.18
	02/01/2015	N3M	79D	4006.73	4714.18
5584 GRAD RESPIRATORY CARE PRACTITIONER	CURRENT		F		3802.64
	12/13/2013		F		3878.69
	10/01/2014		F		3956.26
	02/01/2015		F		4035.39
5606 HOSPITAL MEDICAL ASSISTANT	CURRENT	NM	70E	2836.00	3705.73
	12/13/2013	NM	71B	2892.00	3779.27
	10/01/2014	NM	71K	2948.00	3853.45
	02/01/2015	NM	72G	3006.18	3929.27
4976 LABORATORY ASSISTANT	CURRENT	NM	61K	2251.91	2948.00
	12/13/2013	NM	62G	2297.91	3006.18
	10/01/2014	NM	63D	2344.45	3065.36
	02/01/2015	NM	64A	2391.00	3125.00
4975 LABORATORY ASSISTANT,TRANSPORTATION	CURRENT	NM	61K	2251.91	2948.00
	12/13/2013	NM	62G	2297.91	3006.18
	10/01/2014	NM	63D	2344.45	3065.36
	02/01/2015	NM	64A	2391.00	3125.00

4978 LABORATORY EQUIPMENT SERVICE TECH	CURRENT	NM	69C	2748.27	3590.45
	12/13/2013	NM	69L	2801.36	3660.27
	10/01/2014	NM	70H	2857.00	3733.27
	02/01/2015	NM	71E	2913.00	3807.09
5590 LEAD RESPIRATORY CARE PRACTITIONER	CURRENT	NM	88B	4565.36	5987.91
	12/13/2013	NM	88K	4656.27	6107.18
	10/01/2014	NM	89G	4749.36	6229.18
	02/01/2015	NM	90D	4844.00	6353.18
5104 LICENSED VOCATIONAL NURSE I	CURRENT	NM	68K	2721.73	3555.73
	12/13/2013	NM	69G	2774.82	3625.36
	10/01/2014	NM	70D	2829.00	3696.55
	02/01/2015	NM	71A	2885.00	3770.00
5105 LICENSED VOCATIONAL NURSE II	CURRENT	NM	70K	2871.00	3751.64
	12/13/2013	NM	71G	2927.00	3825.64
	10/01/2014	NM	72D	2984.09	3900.64
	02/01/2015	NM	73A	3043.00	3977.00
5106 LICENSED VOCATIONAL NURSE III	CURRENT	NM	74H	3179.09	4157.27
	12/13/2013	NM	75E	3241.64	4239.82
	10/01/2014	NM	76B	3305.18	4323.82
	02/01/2015	NM	76K	3370.64	4410.36
4931 MILK TECHNICIAN	CURRENT	NM	68K	2721.73	3555.73
	12/13/2013	NM	69G	2774.82	3625.36
	10/01/2014	NM	70D	2829.00	3696.55
	02/01/2015	NM	71A	2885.00	3770.00
5782 MRI TECHNOLOGIST I	CURRENT	NM	84D	4116.55	5399.09
	12/13/2013	NM	85A	4198.00	5506.00
	10/01/2014	NM	85J	4281.64	5615.82
	02/01/2015	NM	86F	4367.09	5727.91
5783 MRI TECHNOLOGIST II	CURRENT	NM	86D	4345.45	5699.55
	12/13/2013	NM	87A	4432.00	5813.00
	10/01/2014	NM	87J	4520.73	5929.36
	02/01/2015	NM	88F	4610.82	6047.55
5802 NUCLEAR MEDICINE TECHNOLOGIST I	CURRENT	NM	87G	4498.55	5900.27
	12/13/2013	NM	88D	4588.09	6017.73
	10/01/2014	NM	89A	4679.00	6137.00
	02/01/2015	NM	89J	4772.82	6259.91
5803 NUCLEAR MEDICINE TECHNOLOGIST II	CURRENT	NM	89B	4690.73	6152.36
	12/13/2013	NM	89K	4784.55	6275.27
	10/01/2014	NM	90G	4880.00	6400.36
	02/01/2015	NM	91D	4977.09	6527.55

5107 NURSING ASSISTANT,SHERIFF	CURRENT	NM	74H	3179.09	4157.27
	12/13/2013	NM	75E	3241.64	4239.82
	10/01/2014	NM	76B	3305.18	4323.82
	02/01/2015	NM	76K	3370.64	4410.36
5098 NURSING ATTENDANT I	CURRENT	N2M	53H	1900.09	2367.73
	12/13/2013	N2M	54E	1938.64	2415.00
	10/01/2014	N2M	55B	1977.91	2463.00
	02/01/2015	N2M	55K	2017.18	2511.00
5100 NURSING ATTENDANT II	CURRENT	NM	57K	2017.18	2649.27
	12/13/2013	NM	58G	2058.09	2701.82
	10/01/2014	NM	59D	2099.82	2754.91
	02/01/2015	NM	60A	2142.00	2808.00
5101 NURSING ATTENDANT III	CURRENT	NM	59C	2094.55	2748.27
	12/13/2013	NM	59L	2136.73	2801.36
	10/01/2014	NM	60H	2180.18	2857.00
	02/01/2015	NM	61E	2224.18	2913.00
5097 NURSING ATTENDANT TRAINEE	CURRENT		F		1776.42
	12/13/2013		F		1811.95
	10/01/2014		F		1848.19
	02/01/2015		F		1885.15
5858 OCCUPATIONAL THERAPY ASSISTANT	CURRENT	NMR	75A	3210.00	4940.00
	12/13/2013	NMR	75J	3273.27	5038.91
	10/01/2014	NMR	76F	3337.91	5139.64
	02/01/2015	NMR	77C	3403.55	5242.00
5608 OPHTHALMOLOGY TECHNICIAN	CURRENT	NM	62J	2309.55	3020.91
	12/13/2013	NM	63F	2356.09	3080.27
	10/01/2014	NM	64C	2403.00	3140.45
	02/01/2015	NM	64L	2451.00	3202.27
5595 ORTHOPEDIC TECHNICIAN	CURRENT	NM	70K	2871.00	3751.64
	12/13/2013	NM	71G	2927.00	3825.64
	10/01/2014	NM	72D	2984.09	3900.64
	02/01/2015	NM	73A	3043.00	3977.00
5612 ORTHOPTIC TECHNICIAN	CURRENT	NM	74E	3155.91	4126.73
	12/13/2013	NM	75B	3217.91	4208.45
	10/01/2014	NM	75K	3281.18	4292.09
	02/01/2015	NM	76G	3346.09	4377.91
5504 PHARMACY TECHNICIAN	CURRENT	NM	67E	2617.45	3420.09
	12/13/2013	NM	68B	2668.64	3486.64
	10/01/2014	NM	68K	2721.73	3555.73
	02/01/2015	NM	69G	2774.82	3625.36
4977 PHLEBOTOMY TECHNICIAN I	CURRENT	N2M	62H	2433.00	3013.55
	12/13/2013	N2M	63E	2481.00	3072.82
	10/01/2014	N2M	64B	2529.27	3132.73
	02/01/2015	N2M	64K	2579.45	3194.55

4981 PHLEBOTOMY TECHNICIAN II	CURRENT	NM	64J	2439.00	3186.82
	12/13/2013	NM	65F	2487.00	3249.55
	10/01/2014	NM	66C	2535.55	3313.36
	02/01/2015	NM	66L	2585.73	3378.82
5836 PHYSICAL THERAPIST ASSISTANT	CURRENT	NMR	75A	3210.00	4940.00
	12/13/2013	NMR	75J	3273.27	5038.91
	10/01/2014	NMR	76F	3337.91	5139.64
	02/01/2015	NMR	77C	3403.55	5242.00
8161 PSYCHIATRIC TECHNICIAN I	CURRENT	NM	69B	2741.64	3581.73
	12/13/2013	NM	69K	2794.73	3651.55
	10/01/2014	NM	70G	2850.00	3724.09
	02/01/2015	NM	71D	2906.00	3797.82
8162 PSYCHIATRIC TECHNICIAN II	CURRENT	NM	73A	3043.00	3977.00
	12/13/2013	NM	73J	3102.64	4056.27
	10/01/2014	NM	74F	3163.64	4136.91
	02/01/2015	NM	75C	3225.82	4218.91
8163 PSYCHIATRIC TECHNICIAN III	CURRENT	NM	76A	3297.00	4313.00
	12/13/2013	NM	76J	3362.45	4399.55
	10/01/2014	NM	77F	3428.36	4487.45
	02/01/2015	NM	78C	3495.27	4576.73
5567 PULMONARY PHYSIOLOGY TECHNICIAN I	CURRENT	NM	77C	3403.55	4454.18
	12/13/2013	NM	77L	3469.73	4542.91
	10/01/2014	NM	78H	3538.45	4633.55
	02/01/2015	NM	79E	3607.91	4725.91
5568 PULMONARY PHYSIOLOGY TECHNICIAN II	CURRENT	NM	81B	3779.27	4952.36
	12/13/2013	NM	81K	3853.45	5051.27
	10/01/2014	NM	82G	3929.27	5152.36
	02/01/2015	NM	83D	4006.73	5255.00
5569 PULMONARY PHYSIOLOGY TECHNICIAN III	CURRENT	NM	83B	3986.91	5229.00
	12/13/2013	NM	83K	4066.18	5333.00
	10/01/2014	NM	84G	4147.09	5439.18
	02/01/2015	NM	85D	4229.36	5547.18
5565 PULMONARY PHYSIOLOGY TECH TRAINEE	CURRENT		F		2677.79
	12/13/2013		F		2731.35
	10/01/2014		F		2785.98
	02/01/2015		F		2841.70
5801 RADIATION THERAPY TECHNOLOGIST	CURRENT	NM	91G	5014.18	6576.09
	12/13/2013	NM	92D	5114.18	6706.91
	10/01/2014	NM	93A	5216.00	6840.00
	02/01/2015	NM	93J	5320.00	6976.73

5798 RADIOLOGIC TECHNOLOGIST	CURRENT	NM	82D	3900.64	5114.18
	12/13/2013	NM	83A	3977.00	5216.00
	10/01/2014	NM	83J	4056.27	5320.00
	02/01/2015	NM	84F	4136.91	5425.82
5799 RADIOLOGIC TECHNOLOGIST,SPEC PROC	CURRENT	NM	84D	4116.55	5399.09
	12/13/2013	NM	85A	4198.00	5506.00
	10/01/2014	NM	85J	4281.64	5615.82
	02/01/2015	NM	86F	4367.09	5727.91
5506 RADIOPHARMACY TECHNICIAN	CURRENT	NM	70L	2878.00	3760.82
	12/13/2013	NM	71H	2934.00	3834.91
	10/01/2014	NM	72E	2991.45	3910.18
	02/01/2015	NM	73B	3050.45	3986.91
5869 RECREATION THERAPY AIDE	CURRENT	NM	66J	2573.18	3362.45
	12/13/2013	NM	67F	2623.82	3428.36
	10/01/2014	NM	68C	2675.27	3495.27
	02/01/2015	NM	68L	2728.36	3564.36
5870 RECREATION THERAPY ASSISTANT	CURRENT	NM	73A	3043.00	3977.00
	12/13/2013	NM	73J	3102.64	4056.27
	10/01/2014	NM	74F	3163.64	4136.91
	02/01/2015	NM	75C	3225.82	4218.91
5108 REHABILITATION ASSOCIATE	CURRENT	NM	61K	2251.91	2948.00
	12/13/2013	NM	62G	2297.91	3006.18
	10/01/2014	NM	63D	2344.45	3065.36
	02/01/2015	NM	64A	2391.00	3125.00
5882 REHABILITATION THERAPY TECHNICIAN	CURRENT	NMR	64A	2391.00	3669.00
	12/13/2013	NMR	64J	2439.00	3742.45
	10/01/2014	NMR	65F	2487.00	3816.36
	02/01/2015	NMR	66C	2535.55	3891.09
5575 RENAL DIALYSIS EQUIPMENT TECHNICIAN	CURRENT	NM	72H	3013.55	3938.82
	12/13/2013	NM	73E	3072.82	4016.64
	10/01/2014	NM	74B	3132.73	4096.18
	02/01/2015	NM	74K	3194.55	4177.64
5588 RESPIRATORY CARE PRACTITIONER	CURRENT	NM	83B	3986.91	5229.00
	12/13/2013	NM	83K	4066.18	5333.00
	10/01/2014	NM	84G	4147.09	5439.18
	02/01/2015	NM	85D	4229.36	5547.18
5585 RESPIRATORY CARE PRACTITIONER I	CURRENT	NM	80J	3742.45	4904.00
	12/13/2013	NM	81F	3816.36	5001.82
	10/01/2014	NM	82C	3891.09	5101.45
	02/01/2015	NM	82L	3967.45	5203.27
5586 RESPIRATORY CARE PRACTITIONER II	CURRENT	NM	83H	4046.36	5307.00
	12/13/2013	NM	84E	4126.73	5412.45
	10/01/2014	NM	85B	4208.45	5519.73
	02/01/2015	NM	85K	4292.09	5629.55

4880 SENIOR FORENSIC ATTENDANT	CURRENT	NM	72D	2984.09	3900.64
	12/13/2013	NM	73A	3043.00	3977.00
	10/01/2014	NM	73J	3102.64	4056.27
	02/01/2015	NM	74F	3163.64	4136.91
4980 SENIOR LABORATORY ASSISTANT	CURRENT	NM	65K	2511.00	3281.18
	12/13/2013	NM	66G	2560.64	3346.09
	10/01/2014	NM	67D	2611.09	3411.82
	02/01/2015	NM	68A	2662.00	3478.00
5597 SENIOR ORTHOPEDIC TECHNICIAN	CURRENT	NM	73J	3102.64	4056.27
	12/13/2013	NM	74F	3163.64	4136.91
	10/01/2014	NM	75C	3225.82	4218.91
	02/01/2015	NM	75L	3289.09	4302.55
5576 SENIOR RENAL DIALYSIS EQUIP TECH	CURRENT	NM	74J	3186.82	4167.45
	12/13/2013	NM	75F	3249.55	4250.27
	10/01/2014	NM	76C	3313.36	4334.64
	02/01/2015	NM	76L	3378.82	4421.18
5589 SR RESPIRATORY CARE PRACTITIONER	CURRENT	NM	86B	4323.82	5671.18
	12/13/2013	NM	86K	4410.36	5784.64
	10/01/2014	NM	87G	4498.55	5900.27
	02/01/2015	NM	88D	4588.09	6017.73
5792 STUDENT NUCLEAR MEDICINE TECHNICIAN	CURRENT		F		2043.07
	12/13/2013		F		2083.93
	10/01/2014		F		2125.61
	02/01/2015		F		2168.12
5791 STUDENT RADIATION THERAPY TECH	CURRENT		F		2043.07
	12/13/2013		F		2083.93
	10/01/2014		F		2125.61
	02/01/2015		F		2168.12
5884 SUBSTANCE ABUSE COUNSELOR	CURRENT	NM	70H	2857.00	3733.27
	12/13/2013	NM	71E	2913.00	3807.09
	10/01/2014	NM	72B	2969.36	3881.55
	02/01/2015	NM	72K	3028.27	3957.91
5883 SUBSTANCE ABUSE COUNSELOR AID	CURRENT	NM	65A	2457.00	3210.00
	12/13/2013	NM	65J	2505.00	3273.27
	10/01/2014	NM	66F	2554.36	3337.91
	02/01/2015	NM	67C	2604.73	3403.55
5111 SURGICAL TECHNICIAN	CURRENT	NM	70K	2871.00	3751.64
	12/13/2013	NM	71G	2927.00	3825.64
	10/01/2014	NM	72D	2984.09	3900.64
	02/01/2015	NM	73A	3043.00	3977.00

5878 THERAPY TECHNICIAN TRAINEE	CURRENT		F		1737.02
	12/13/2013		F		1771.76
	10/01/2014		F		1807.20
	02/01/2015		F		1843.34
4954 TISSUE ANALYSIS TECHNICIAN I	CURRENT	NM	78K	3555.73	4656.27
	12/13/2013	NM	79G	3625.36	4749.36
	10/01/2014	NM	80D	3696.55	4844.00
	02/01/2015	NM	81A	3770.00	4940.00
4955 TISSUE ANALYSIS TECHNICIAN II	CURRENT	NM	80K	3751.64	4916.00
	12/13/2013	NM	81G	3825.64	5014.18
	10/01/2014	NM	82D	3900.64	5114.18
	02/01/2015	NM	83A	3977.00	5216.00
4953 TISSUE ANALYSIS TECHNICIAN TRAINEE	CURRENT		F		2428.16
	12/13/2013		F		2476.72
	10/01/2014		F		2526.25
	02/01/2015		F		2576.78
4949 TOXICOLOGICAL TECHNOLOGIST	CURRENT	N2M	71G	3087.73	3825.64
	12/13/2013	N2M	72D	3148.18	3900.64
	10/01/2014	N2M	73A	3210.00	3977.00
	02/01/2015	N2M	73J	3273.27	4056.27
4948 TOXICOLOGY TECHNICIAN	CURRENT	NM	66C	2535.55	3313.36
	12/13/2013	NM	66L	2585.73	3378.82
	10/01/2014	NM	67H	2636.55	3444.91
	02/01/2015	NM	68E	2688.55	3512.55
5096 UNIT SUPPORT ASSISTANT	CURRENT	N3M	51H	1900.09	2240.82
	12/13/2013	N3M	52E	1938.64	2286.27
	10/01/2014	N3M	53B	1977.91	2332.82
	02/01/2015	N3M	53K	2017.18	2379.36
5613 UROLOGY TECHNICIAN I	CURRENT	NM	66A	2523.00	3297.00
	12/13/2013	NM	66J	2573.18	3362.45
	10/01/2014	NM	67F	2623.82	3428.36
	02/01/2015	NM	68C	2675.27	3495.27
5614 UROLOGY TECHNICIAN II	CURRENT	NM	68A	2662.00	3478.00
	12/13/2013	NM	68J	2715.09	3547.09
	10/01/2014	NM	69F	2768.18	3616.64
	02/01/2015	NM	70C	2822.00	3687.36

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 head. The Performance Evaluation shall be filed at least one month prior to the employee's step advance anniversary date and within a period which does not exceed one year prior to that date.

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

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 Department of Human Resources fails to obtain issuance of such Performance Evaluation within ten days after the grievance

is filed with the Department of the Human Resources, the employee shall be deemed competent and the step advance shall be processed within 30 days effective to his step anniversary date.

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

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

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

A. Persons employed in one of the following classifications, who upon appointment have at least 24 but less than 36 months technical experience shall be compensated on a four-step salary range; persons so employed, who upon appointment, have at least 36 but less than 48 months technical experience shall be compensated on a three-step salary range; persons so employed who, upon appointment have 48 or more months technical experience shall be compensated on a two-step salary range; other persons employed shall be compensated on a five-step salary range:

4977 Phlebotomy Technician I

4978 Phlebotomy Technician II

5858 Certified Occupational Therapy Assistant

5111 Surgical Technician

5802 Nuclear Medicine Technologist I

5794 Diagnostic Ultrasound Technician

4954 Tissue Analysis Technician I

4955 Tissue Analysis Technician II

5585 Respiratory Care Practitioner I

5586 Respiratory Care Practitioner II

5567 Pulmonary Physiology Technician I

5801 Radiation Therapy Technologist

5833 Physical Therapist Assistant

5854 Occupational Therapist Assistant

5556 Cardiovascular Technician

5613 Urology Technician I

B. Persons employed in one of the following classifications, who upon appointment have at least 24 but less than 36 months of technical experience shall be compensated on a three-step salary range; persons so employed who, on appointment have at least 36 but less than 48 months of technical experience shall be compensated on a two-step salary range; persons so employed who, upon appointment have 48 or more months of such experience shall be compensated on a one-step salary range; other persons so employed shall be compensated on a four-step salary range:

5604 Clinical Perfusion Technician

5104 Licensed Vocational Nurse I

5090 Clinic Licensed Vocational Nurse I

5798 Radiologic Technologist

5107 Nursing Assistant, Sheriff

C. "Person employed in classifications of Psychiatric Technicians I & II, who upon appointment have at least 6 but less than 12 months of technical experience shall be compensated on a three-step salary range; persons so employed who upon appointment have at least 12 but less than 24 months of technical experience shall be compensated on a two-step salary range; persons so employed who upon

appointment have 24 or more months of such experience shall be compensated on a one-step salary range; all other persons employed shall be compensated on a five-step salary range."

D. Persons employed on or before August 31, 1985, who meet the experience requirements as stated in Section 3, A, B, or C above, shall effective September 1, 1985, be placed on the salary range to which their experience as of said date entitled them. Step placement and advancement within such range shall be in accordance with the provisions of the County Code.

E. Technical experience is defined as that experience equivalent to the duties and responsibilities of those classes stated in Section 3, A, B & C, as determined by the Director of Health Services; provided, however, that in no event shall combination of experience in more than one of the above classifications be credited.

Section 4. Special Step Advance

Effective July 1, 1982, employees in this Unit holding positions compensated at Schedule 33A or below shall be advanced to the second step of the salary range upon completion of six months continuous service pursuant to Section 6.08.010 of the County Code.

Section 5. Psychiatric Mobile Response Team Coordinator Bonus

Whenever any person holding a permanent, full time position of Psychiatric Technician II (Item No. 8162) or Psychiatric Technician III (Item No. 8163) is regularly assigned

administrative and coordination responsibilities for a psychiatric mobile response team, such person shall be entitled to compensation at a rate of 2.75% higher (one standard schedule of County Code Section 6.26.010) than that established for his/her position in Article 62, Subsection 1 of this agreement.

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

SWHa
U.S. Wage and Hour Division

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

WHO Publication 1420 Re.,ised January 2009

STATE OF CALIFORNIA- State and Consumer Services Agency

DEPARTMENT OF FAIR EMPLOYMENT & HOUSING

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

221 JMG

Arnold Schwarzenegger, Governor

"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

DFEH-100-20 (01/00)

STATE OF CALIFORNIA- State and Consumer Services Agency
DEPARTMENT OF FAIR EMPLOYMENT & HOUSING

221 JMG

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 SUBMITTED TO COUNTY'S BOARD OF SUPERVISORS