MEMORANDUM OF UNDERSTANDING FOR JOINT SUBMISSION TO BOARD OF SUPERVISORS REGARDING THE SUPERVISORY PARAMEDICAL-HEALTH EMPLOYEES EMPLOYEE REPRESENTATION UNIT

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

BY AND BETWEEN	Authorized Management Representatives (hereinafter referred to as "Management") of the County of Los Angeles (hereinafter referred to as "County")
AND	Los Angeles County Employees Association, Local 660, Service Employees International Union, 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, Joint Council was certified on April 28, 1971, by County's Employee Relations Commission (Employee Relations Commission File No. R-111-71) as the majority representative of County employees in the Supervisory Paramedical-Health Employee Representation Unit (hereinafter "Unit") previously found to be appropriate by said Employee Relations Commission. Effective January 15, 2000, the Employee Relations Commission recognized Local 660, SEIU CTW, CLC , as the majority representative of County employees in this unit.

Management hereby recognizes Local 660 as the certified majority representative of the employees in said Unit. The term "employee" or "employees" as used herein shall refer only to employees employed by County in said Unit in the employee classifications comprising said Unit as listed in the Salaries Article, as well as such classes as may be added hereafter by the Employee Relations Commission.

Section 2. Exclusive Recognition

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

ARTICLE 3 IMPLEMENTATION

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

A. Acts, by majority vote, formally to approve said Memorandum of Understanding;

B. Enacts necessary amendments to all County ordinances, including the Los Angeles County Code, required to implement the full provisions hereof; and

C. Acts to appropriate the necessary funds required to implement the provisions of this Memorandum of Understanding which require funding.

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

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

ARTICLE 4 AUTHORIZED AGENTS

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

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

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

ARTICLE 5 OBLIGATION TO SUPPORT

The parties agree that subsequent to the execution of this Memorandum of Understanding and during the period of time said Memorandum is pending before the Board of Supervisors for action, neither LACEA, Local 660, SEIU, nor Management, nor their authorized representatives, will appear before the Board of Supervisors or meet with members of the Board of Supervisors individually to advocate any amendment, addition or deletion to the terms and conditions of this Memorandum of Understanding. It is further understood that this Article shall not preclude the parties from appearing before the Board of Supervisors nor meeting with individual members of the Board of Supervisors to advocate or urge the adoption and approval of this Memorandum of Understanding in its entirety.

ARTICLE 6 NON-DISCRIMINATION

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

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

ARTICLE 7 TERM

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

ARTICLE 8 RENEGOTIATION

Section 1. Calendar for Negotiations

In the event either party hereto desires to negotiate 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 May 15 to May 31,2009.

Negotiations shall begin no later than June 15,2009. If full and entire agreement on the terms of a successor Memorandum of Understanding is not reached by July 31, 2009, an impasse shall be automatically declared on those issues which remain in dispute unless the parties mutually agree to continue negotiations.

ARTICLE 9 WORK RELEASE FOR NEGOTIATIONS

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

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

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

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

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

ARTICLE 10 COORDINATED BARGAINING

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

Individual unit tables will continue to bargain economic matters including special pay practices, bonuses, recruitment and retention adjustments, step increases, differentials, and other compensation unique to their 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 660 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.

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

Section 3. Responsibilities

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

2. Departmental Management has the responsibility to:

   A. Inform an employee of any limitation of the department's authority to fully resolve the grievance; and

   B. Supply the employee with the necessary information to process his/her grievance to the proper agency or authority.

3. The Union agrees to encourage an employee, who files a formal written grievance, to state clearly and concisely the specific action(s) being grieved, the article(s) violated and the specific remedy requested. If the grievance is returned to the employee, Management will state in writing the reasons for the return. If the grievance was timely filed, new time limits will be established in accordance with Section 7, Level 1 of this grievance procedure.

Section 4. Waivers and Time Limits

1. Failure by Management to reply to the employee's grievance within the time limits specified automatically grants to the employee the right to process the grievance to the next level.

2. Any level of review, or any time limits established in this procedure, may be waived or extended by mutual agreement confirmed in writing.

3. If an employee fails to appeal from one level to the next level within the time limits established in this grievance procedure, the grievance shall be considered settled on the basis of the last decision and the grievance shall not be subject to further appeal or reconsideration.

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

Section 5. Employee Rights and Restrictions

1. The employee has the right to the assistance of a Union representative in the preparation of his/her written grievance, and to represent the employee in formal grievance meetings. Subject to mutual agreement, considering the nature and complexity of the grievance, an employee may have additional representative(s).

2. The grievant may be required by either party to be present in meetings with Management for purposes of discussing the grievance.

3. A County employee selected as a representative in a grievance is required to obtain the permission of his/her immediate supervisor to absent himself/herself from his/her duties to attend a grievance meeting. The employee representative shall give his/her supervisor reasonable advance notice to ensure that his/her absence will not unduly interfere with Departmental operations.

4. An employee may present his/her grievance to Management on County time. In scheduling the time, place and duration of any grievance meeting, both the

employee and Management will give due consideration to the duties each has in the essential operations of the department. No employee shall lose his/her rights because of Management imposed limitations in scheduling meetings.

Section 6. The Parties' Rights and Restrictions

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

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

3. Management shall notify LACEA, Local 660, SEIU of any grievance involving the terms and conditions of this Memorandum of Understanding.

4. The LACEA, Local 660, SEIU representative has the exclusive right to represent employees at any formal grievance meeting concerning a grievance that directly involves the interpretation or application of the specific terms and provisions of the Memorandum of Understanding.

5. If the LACEA, Local 660, SEIU representative elects to attend any formal grievance meeting, he/she must inform departmental Management prior to such meeting. The department may also designate a Management representative to be present at such

meeting.

6. Only County employees who have direct, first-hand knowledge of the event giving rise to the grievance may be called on as witnesses by the grievant. Such witnesses may attend formal grievance hearings on paid County time.

Section 7. Procedures

Level 1. Supervisor

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

B. Within ten (10) business days the immediate supervisor shall give his/her decision in writing to the employee on the original copy of the grievance and the reasons therefore.

Level 2. Middle Management

A. Within ten (10) business days from his/her receipt of the supervisor's written decision and using the returned original copy of the grievance form, the employee may appeal to the appropriate level of Management as previously indicated by the

employee's Department Head. The Department Head has the authority to waive the middle Management level if such a level is not appropriate because of the size of his/her department.

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

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, LACEA, Local 660, SEIU 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 Administrative 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 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 LACEA, Local 660, SEIU 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 Administrative 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 660 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 660 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 660, 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 LACEA, Local 660, SEIU 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 LACEA, Local 660, SEIU has reason to believe that Management is not correctly interpreting or applying any of the provisions of this Memorandum of Understanding, LACEA, Local 660, SEIU may request in writing that a meeting be held with the authorized representatives of the County who have authority to make effective recommendations for the resolution of the matter with copies to the Department Heads involved and to the Chief Administrative 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, LACEA, Local 660, SEIU, 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 Administrative Officer or his/her authorized representative.

C. Within ten (10) business days after the meeting, Management's principal representative(s) shall respond to LACEA, Local 660, SEIU 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 Administrative 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 Administrative Office, Employee Relations Division, and Local 660, SEIU, 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, monthly by Management from the salary of each employee covered hereby who files with County a written authorization requesting that such deductions be made.

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

Section 2. Security Clause

Any employees in this unit who have authorized Union dues deductions on the effective date of this agreement or at any time subsequent to the effective date of this agreement shall continue to have such dues deduction made by the County during the term of this agreement; provided, however, that any employee in the Unit may terminate such Union dues during the period August 10 through August 31, 2009, 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 canceled. 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 3. Agency Shop Election

Effective January 2004, if at any time during the term of the Memorandum of Understanding, 30 percent of the employees represented by this Bargaining Unit sign a petition to request an agency shop agreement, the Union shall have the right to conduct a secret ballot election at any time during the term of the Memorandum of Understanding to determine whether a majority of the employees in the Bargaining Unit, who vote, are in favor of an agency fee agreement as provided in G.C. 3502.5

This election shall be administered by the Employee Relations Commission. The Employee Relations Commission shall notify the County and the Union of the results of the election. The Union shall pay for the cost of the election.

If a majority of the employees in the Bargaining Unit who cast ballots, vote in favor of an agency shop fee, the Union shall notify the County of its intent to implement an agency shop agreement. Immediately, thereafter, the Union shall notify all employees in the Bargaining Unit that they will be required, as a condition of continued employment, either to join the Union, or to pay the Union a service fee as provided in G.C. 3502.5(a).

If the majority of the employees in the Bargaining Unit, who vote, do not vote in favor of agency shop, the MOU provisions of maintenance of membership set forth in Section 2 shall apply for the term of this MOU.

Section 4 Agency Shop

If a majority of those employees voting, vote in favor of agency shop, then the following provisions shall apply:

A. Agency Shop Defined

It is mutually agreed by the parties that the term, "Agency Shop" means that every employee represented by this Bargaining 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.

B. Religious Objections

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

C. 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 Bargaining 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 2 shall prevail. There shall be only one election during the term of this Memorandum of Understanding

D. 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, 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 agreement is in effect.

E. 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.

F List of New Employees/Separations

The County will furnish the Union with a 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 the Memorandum of Understanding. Such list shall

include new hires, and employees promoted, demoted or transferred into the Bargaining Unit. The monthly list shall also contain information which includes the names and effective dates of employees leaving this Bargaining Unit.

G 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 660 representatives shall be notified of and participate in new employee orientations on County time for the sole purpose of providing employees information regarding SEIU Local 660 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 660 and in coordination with the Chief Administrative Office Employee Relations Division offer to meet and consult with the Union within ten (10 business days.

When advance knowledge of the impact of pending changes in function, organization, or operations is available which will result in the abolishment of positions or when there is any major reassignment of functions from one department to another or to another agency, Management will make an intensive effort to either reassign or transfer affected employees to other positions for which they qualify, or train affected employees for new positions in order to retain their services.

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

CAO 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 Administrative 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 Memorandum of Understanding regarding Fringe Benefits, Mileage and Retirement between the County of Los Angeles and SEIU Local 660, in effect during the term of this agreement shall apply to employees in the 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 Administrative 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;

return the employee to an assignment in his/her own class. If such return is

*For the purpose of this article, vacancies due to leaves of absence shall be defined

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.

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as in County Code Section 6.20.110.

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

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

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

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

ARTICLE 26 POSITION CLASSIFICATION STUDY

Section 1. Definition and Authority

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

Section 2. Intent

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

Section 3. Procedures

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

Section 4. Acknowledgment and Follow-Up Reports

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

The County agrees to provide Local 660 notice and consult pursuant to County Code Section 5.04.090 (A) regarding new classifications, the primary duties of which are derived from Local 660 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 660, 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

LACEA, Local 660, SEIU requests for employee organizational leave for at least thirty (30) calendar days or more, shall be made in writing to the CAO/Employee Relations Division and to the affected Department at least ten (10) business days in advance of the leave. LACEA, Local 660, SEIU may have not more than ten (10) employees in the Bargaining Unit on leave of absence to accept employment with LACEA, Local 660, SEIU. 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 LACEA, Local 660, SEIU 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 State Family Rights Act of 1991 and the Federal Family and Medical Leave Act of 1993.

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

B. 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.

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 Administrative Officer.

-- The Chief Administrative 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 <u>total</u> 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 660 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 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, Local 660 may request a computer tape listing of the names, employee numbers, item numbers, item title, item sub., department numbers and pay location of all employees in the Unit. Every reasonable effort shall be made to provide the computer tape listing in the format specified by Local 660. Such computer tape listing may be requested monthly up to it being agreed that Local 660 shall pay to the County $100.00 for each computer tape listing. Should Local 660 request a computer tape listing for this Unit and simultaneously request a computer tape listing for other Units represented by Local 660 the combined cost for such computer tape listing shall be $1000.00. If there is an increase in the cost of producing the computer tape listing during the term of this Memorandum of Understanding, the parties agree to meet to discuss the increase before it is implemented.

Management will make available to each new employee entering the Unit a card furnished by LACEA, Local 660, SEIU written as follows:

> LACEA, Local 660, SEIU has been certified as your majority representative. LACEA, Local 660, SEIU 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 LACEA, Local 660, SEIU, call (213) 368-8660 or see your Union Representative where you work.
>
> SEIU Local 660500 S. Virgil Avenue, Los Angeles, CA 90020.

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 90 days after implementation of this MOU, in accordance with the Employee Relations Ordinance (5.04.090(A)).

Recovery of more than 15% of net pay will be subject to a repayment schedule established by the appointing authority under guidelines issues by the Auditor-Controller. Such recovery shall not exceed 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 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 660 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.

County agrees to seek State and Federal funds available to the County for retraining and/or placement services for permanent employees terminated from service as a result of organizational restructuring ordered by the Board of Supervisors. County agrees to consult with Local 660 regarding Management efforts to obtain State and Federal funds for displaced workers.

Section 2.

The County agrees to work with Local 660 to seek State and/or Federal fund available to address identified employee retraining needs for employees represented by Local 660 adversely impacted as a result of re-engineering ordered by the Board of Supervisors.

Section 3.

Further, the County agrees to establish a training fund in the amount of $1.5 million in each year of this contract in the Department of Human Resources' Training Budget that will be dedicated to training and/or retraining employees represented by Local 660. Any balance from fiscal year 2006-2007 will be forwarded to fiscal year2007-2008. Any balance from fiscal year 2007-2008 will be forwarded to fiscal year2008-2009. In no event shall the total dollar amount, including any balance from any fiscal year2006-2007, 2007-2008 and2008-2009) exceed $1.5 million.

Section 4.

The parties further agree to create a Joint Labor-Management Committee to jointly administer the above funds. The Committee shall be limited to a total of sixteen (16) members Countywide. Eight (8) members shall be selected by Management and eight (8) members shall be selected by Local 660.

Section 5.

The primary purpose of the Training Fund in Section 3 is to provide retraining for employees adversely affected as a result of organizational restructuring and/or re-engineering ordered by the Board of Supervisors. In addition, the parties agree that the Joint Labor-Management Committee may utilize all, or any portion of, the training funds to enhance training and career development for employees in bargaining units represented by Local 660 during the term of this agreement.

New Section 6. Academic-Based Development Programs

Recognizing that academic-based career development programs require front-end program development, in fiscal year 2006-2007, a separate fund of $250,000 will be set aside for program development expenses. A Labor/Management Committee of eight (8) Management and eight (8) Union representatives will be establish to guide program development work. If programs developed require funding that exceeds the separate Training Fund ($250,000), including resources for administration and educational support, the Labor/Management Committee may request from the Board of Supervisors additional allocations to implement these training programs.

ARTICLE 34 LOCAL 660 COUNTY-WIDE JOINT LABOR-MANAGEMENT COMMITTEE

The parties agree to establish a Local 660 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 660 Units shall be appointed by the General Manager, LACEA, Local 660, SEIU.

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 LACEA, Local 660, SEIU 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. LACEA, Local 660, SEIU representatives desiring access to a work location hereunder shall state the purpose of the visit and request from the department head's or his/her designate, authorization for a reasonable amount of time before the intended visit unless the parties mutually agree to waive notice. LACEA, Local 660, SEIU agrees that its representatives will not purposely interfere with operations of departments or any facility thereof.

LACEA, Local 660, SEIU shall give to each department head and the Chief Administrative Officer of the County of Los Angeles a written list of all authorized representatives, which list shall be kept current by LACEA, Local 660, SEIU. 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 LACEA, Local 660, SEIU, where there are existing bulletin boards for the employees in this Unit and where adequate bulletin board space has not yet been made available. Bulletin board space will be visible and accessible.

The boards shall be used for the following subjects:

A. LACEA, Local 660, SEIU, recreational, Social and related LACEA, Local 660, SEIU, news bulletins;

B. Scheduled LACEA, Local 660, SEIU, meetings;

C. Information concerning LACEA, Local 660, SEIU, elections or the results thereof;

D. Reports of official business of LACEA, Local 660, SEIU, including LACEA, Local 660, SEIU, Newsletters, reports of committees or the Board of Directors; and

E. Any other written material which first has been approved and initialed by the designated representative of the Department Head. The designated representative must either approve or disapprove a request for posting within twenty-four (24) hours, excluding Saturday, Sunday and legal holidays from the receipt of the material and the request to post it. Failure to do so will be considered approval to post the material.

The designated representative will approve all reasonable requests.

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

Section 2.

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

ARTICLE 37 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 660 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 Administrative 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 Administrative 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 660 mutually 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 660 are 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 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.

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.

ARTICLE 38 DEPARTMENT OF HEALTH SERVICES AND DEPARTMENT OF PUBLIC HEALTH RESTRUCTURING

The parties agree that this article shall be applicable to both the Department of Health Services and the Department of Public Health.

Section 1. Labor-Management Restructuring Council

During the term of this Memorandum of Understanding, the parties agree to continue the Labor-Management Restructuring Council. The number of members on the Council shall remain at the level existing on September 1, 2000. The work of the Labor-Management Restructuring Council shall include reviewing all restructuring initiatives within the Department of Health Services and/or the Department of Public Health and making recommendations to the appropriate departmental management.

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.

The work of the Labor-Management Restructuring Council shall also include, but not be limited to, discussions associated with the delivery of health/patient care such as patient

access to care, recent and/or pending health care legislation, and environmental/public health care concerns.

Section 2. 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 required by restructuring in the Department.

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, Department of Health Services and Department of Public Health Management recognize that staffing and workload issues are integral to continuing departmental restructuring, meeting regulatory mandates, providing quality patient care and assuring compliance with regulatory requirements.

Labor, Department of Health Services and the Department of Public Health Management agree that the Labor-Management Restructuring Council will establish the structure and direction for a joint staffing committee responsible for the development and implementation of staffing plans within the Department, and provide recommendations for action. This joint process will continue within 30 business days of Board of Supervisor 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.

E. Healthcare Interpreter

Within 90 calendar days of Board of Supervisor approval of this MOU, the Union, Department of Health Services and Department of Public Health Management shall establish a process for implementing the Healthcare Interpreter classification. Representatives from the Healthcare Workforce Development Program shall also be included in this process for the development of training options for Healthcare Interpreters.

Section 3. 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. SEIU Local 660 and the Department of Health Services and the Department of Public Health 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 as part of their work week during the duration of their training in order to provide them time to study and 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 4. 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 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 (for example, Staff Nurse to Clinic Nurse) 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.

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 agrees, after all of the above has been completed, to give at least ten (10) business days' notice to any employee scheduled for reassignment.

Section 5. 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 and Department of Public Health 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 professional and industry standards for the lifting and transporting of patients.

Upon written request of Local 660, 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 and the Department of Public Health. 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 6. Notification and Response to Disasters and Public Health Emergencies

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 JCAHO.

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 CAO 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 660 and CIR/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 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 660 and the Committee of Interns and Residents/SEIU as soon as practicable. Upon request by the

Union, the Department shall meet with Local 660 within seven (7) business days to assess the impact on employees and appropriate responses and/or corrective measures.

7. 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.

8. 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 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 660 and a maximum of 8 members from the county, including a representative from the Chief Administrative Office/Employee Relations Division.

ARTICLE 39 DEPARTMENT OF MENTAL HEALTH TRANSFORMATION

The Department of Mental Health and Local 660 are committed to a collaborative joint labor-management approach to provide ways of improving services provided by the department. Examples include improved quality of care, greater patient satisfaction, improved recruitment and retention of employees, improved efficiency and increased revenue as well as a safe and healthful working environment for departmental employees.

To achieve these goals the parties agree to the following:

Mental Health Transformation Committee

Local 660 and the Department of Mental Health will establish a labor-management Mental Health Transformation Committee to review the departmental transformation 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 transformation plan, and to develop recommendations to management regarding employee impact.

The committee will have fifteen (15) Local 660 employee representatives.

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 660 Classification Committee for review.

Pursue 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 DMH's transformation when such matters are not covered by Memoranda of Understanding, Civil Service Rules, or other laws, regulations, or agreements between the parties.

The Mental Health Transformation Committee will establish a methodology to enhance the delivery of clinical care and maximize revenue under the MHSA. The committee shall meet within 30 days after the Board of Supervisors' approval of MOU. In order to maximize the work hours spent on direct client services the committee will evaluate the appropriate benchmark to achieve revenue maximization under MHSA, with the goal of achieving common industry standards.

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:

- 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.

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

This article will expire on 09/30/09, with the exception of the section on work place safety.

ARTICLE 40 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 660 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 of 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 41 STEWARDS

Section 1. Legal Rights of Shop Steward

Management recognizes that Local 660 Shop Stewards or Alternate are the official on-site representatives of the Union and further acknowledges that no Steward shall be discriminated against because of the exercise of their rights and duties under the MOU.

Section 2. Grievance Stewards

It is agreed and understood by the parties of this Memorandum of Understanding that the Union may designate Grievance Stewards to represent employees in the processing of grievances subject to the following rules and procedures:

a. The Union and Management shall negotiate as to a reasonable number of Grievance Stewards within each facility.

b. The Union shall furnish Management representatives with a written list identifying by name and assigned work areas all regular and alternate Grievance Stewards and the list shall be kept current by the Union at all times.

c. The Union will designate as a Grievance Steward only employees who have passed an initial probation period and have been designated as permanent.

d. Stewards will be permitted reasonable time off without loss of pay for investigation and processing of formal grievances and attending employee orientation meetings.

Section 3.

a. When requested by an employee, a Grievance Steward, with permission of his supervisor, may investigate any alleged grievance in his assigned work area and assist in its presentation.

b. After notifying and receiving approval of his immediate supervisor, a Grievance Steward may be allowed reasonable time off during working hours without loss of time or pay to process such grievances. Such notification shall include the nature of his business for which time off is requested and the estimated time of his absence. The immediate supervisor will authorize the Grievance Steward to leave his work to process such a grievance unless compelling circumstances require refusal of such permission, in which case the immediate supervisor shall inform the Grievance Steward of the reasons for the denial and establish an alternate time when the Grievance Steward can reasonably be expected to be released from his work assignment. The Grievance Steward shall notify his supervisor upon his return to work.

c. When a Grievance Steward desires to contact an employee at his work location, the Grievance Steward shall first contact the immediate supervisor of that employee, advise him of the nature of his business, and obtain permission of the supervisor to

meet with the employee. The immediate supervisor will make the employee available promptly unless compelling circumstances prohibit the employee's availability, in which case the supervisor will notify the Grievance Steward when he can reasonably expect to contact the employee.

d. A Grievance Steward's interview of discussions with an employee on County time will be handled expeditiously so as not to unduly interrupt work operations.

e. The time authorized for a Grievance Steward to handle an employee's grievance will be recorded by the Grievance Steward on forms made available by his department. The original of the form will be forwarded to the department's personnel office, and a copy retained by the Grievance Steward.

The SEIU Local 660 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 42 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 43 POSTING OF PROMOTIONAL BULLETINS

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://hr.co.la.ca.us/scripts/jblist.htm. Employees may view vacancy announcements by going to the Los Angeles 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 44 VACATIONS

Management will approve vacations based on the needs of the service. Employees will submit their vacation requests during a period specified by management in each vacation scheduling unit. For vacation requests received during this period, management will make an intensive effort to approve vacations based on continuous service within classification within the unit. Following this period, employees may request vacation on a first-come, first-serve basis.

This article does not limit management's authority to schedule vacations based on the needs of the service, nor does this article change any existing vacation scheduling unit.

ARTICLE 45 WORK SCHEDULES

Nothing herein shall be construed as a guarantee of a minimum number of hours of work per day or per week, or of days per week. Nothing herein shall be construed to modify in any manner whatsoever a workday or workweek as defined by Chapter 6.12 of the County Code.

Section 1. Work and Workweek

The workday shall be eight (8) consecutive hours, exclusive of lunch periods and the workweek shall be five (5) consecutive days, except as provided in Section 3 and 4.

Section 2. Work Shift

Employees shall be scheduled to work on regular work shifts having regular starting and quitting times. Except for emergencies (See Section 3), employees work schedules shall not be changed without notice 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 notice to employee at least ten (10) workdays prior to the date the change is to be effective.

Section 3.

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 emergencies. However such emergency assignments shall not extend beyond the period of such emergency.

Section 4.

Prior to implementing alternative work schedules, including but not limited to four (4) ten (10) hour work days per week, Management will consult with the union.

ARTICLE 46 TRANSFERS

Any employee covered herein may submit a written request for transfer and have his/her name placed on a list to be kept by the manager of the work location to which the employee is requesting a transfer. The request will be retained for a period of 12 months. It is understood that the request is for an available vacant position in the same classification within the employee's department. Management will consider these requests for transfer when filling these vacancies. However, this Article in no way is intended to limit management's authority to make appointments.

ARTICLE 47 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 48 HOSPITAL VISITING HOURS

County Management and the Union recognize the mutual benefit in exploring the establishment and enforcement of fixed visiting hours within Los Angeles County health care facilities.

Therefore, the parties agree to:

1. Establish a Union-Management Committee to be chaired by management.

2. Within 90 days of the implementation of this MOU, the committee shall commence meeting on a regular basis.

3. The committee shall develop recommendations, which include, but are not limited to, issues of enforcement, fixed hours and controlled access for minors. Such recommendations shall acknowledge the differing needs of facilities.

ARTICLE 49 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.

Paid 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 at 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 660 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

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

ARTICLE 50 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 (1 1/2) 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 1/2) 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.

On or after October 1, 2000, 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.

Section 2. 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 3.

Effective with the implementation of this MOU, with prior approval of management, new accumulated compensatory time off not used during the calendar year in which it is earned may be carried over for up to one year not to exceed 81 hours of new accumulated compensatory time. Compensatory time not used within the above period shall be paid to the employee at the straight time rate rather than lost.

Section 4.

Management shall assign overtime as equitably as possible among all qualified employees in the same classification in the same organizational work unit and work location. In the assignment of overtime which this provision; however, Management may consider special skills required to perform particular work.

ARTICLE 51 SPECIAL PAY PRACTICES

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 indicated below:

During the term of this MOU, evening shift employees shall receive a premium of seventy cents ($.70) per hour; and night shift employees shall receive a premium of seventy-five cents ($.75) per hour.

Section 2. Standby Pay

Effective upon approval by the Board of Supervisors, any permanent full-time employee assigned regularly scheduled periods of standby service at off duty time, shall receive a one dollar and fifty cents ($1.50) per hour bonus 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.

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 3. Call Back

Whenever an employee is unexpectedly ordered by his/her Department Head or designated management representative to return to work following the termination of his/her normal work shift or normal workweek 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.

Supervising Radiology Technologist I (Item 5804) and Supervising Radiology Technologist II (Item 5810) 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 5. 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 forty-eight (48) consecutive hours occurring between the hours of 7:00 p.m. Friday through 7:00 a.m. Monday.

ARTICLE 52 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:

FINAL MOU: SALARY ARTICLE FOR BARGAIN UNIT 222, SUPV PARAMEDICAL HEALTH EMPLOYEES
PROPOSAL NUMBER 7

ITEM NO	ITEM CLASSIFICATION	EFFECTIVE DATE	NOTE	SCH	MINIMUM RATE	MAXIMUM RATE
5814	ASST CHIEF RADIOLOGIC TECHNOLOGIST	CURRENT		88H	4633.55	5756.27
		10/01/2006		90B	4820.00	5987.91
		04/01/2007		92B	5088.73	6321.73
		07/01/2007	NN	92B	5088.73	6495.18
		01/01/2008	NN	93C	5242.00	6690.27
		07/01/2008	NM	93C	5242.00	6874.18
		01/01/2009	NM	94D	5399.09	7080.64
4883	AUTOPSY TECHNICIAN SUPERVISOR	CURRENT		70J	2864.00	3547.09
		10/01/2006		72C	2976.73	3687.36
		07/01/2007	NN	72C	2976.73	3788.55
		01/01/2008	NN	73D	3065.36	3900.64
		07/01/2008	NM	73D	3065.36	4006.73
		01/01/2009	NM	74E	3155.91	4126.73
4985	BLOOD GAS LABORATORY TECH SUPVR	CURRENT		66G	2560.64	3171.36
		10/01/2006		68A	2662.00	3297.00
		07/01/2007	NN	68A	2662.00	3387.00
		01/01/2008	NN	69B	2741.64	3486.64
		07/01/2008	NM	69B	2741.64	3581.73
		01/01/2009	NM	70C	2822.00	3687.36
5548	CARDIAC ELECTRODIAGNOSTIC SUPVR	CURRENT		72D	2984.09	3696.55
		10/01/2006		73J	3102.64	3844.18
		07/01/2007	NN	73J	3102.64	3948.36
		01/01/2008	NN	74K	3194.55	4066.18
		07/01/2008	NM	74K	3194.55	4177.64
		01/01/2009	NM	75L	3289.09	4302.55
5077	CENTRAL SERVICE SUPERVISOR I	CURRENT		60K	2191.09	2721.73
		10/01/2006		62D	2280.45	2829.00
		07/01/2007	NN	62D	2280.45	2906.00
		01/01/2008	NN	63E	2350.27	2991.45
		07/01/2008	NM	63E	2350.27	3072.82
		01/01/2009	NM	64F	2421.00	3163.64

5078	CENTRAL SERVICE SUPERVISOR II	CURRENT		64K	2445.00	3028.27
		10/01/2006		66D	2541.82	3148.18
		07/01/2007	NN	66D	2541.82	3233.73
		01/01/2008	NN	67E	2617.45	3329.73
		07/01/2008	NM	67E	2617.45	3420.09
		01/01/2009	NM	68F	2695.18	3521.18
4962	CYTOLOGY LABORATORY TECH SUPVR II	CURRENT		90C	4832.00	6002.82
		10/01/2006		91H	5026.55	6244.55
		04/01/2007		93H	5307.00	6592.27
		07/01/2007	NN	93H	5307.00	6773.45
		01/01/2008	NN	94J	5465.91	6976.73
		07/01/2008	NM	94J	5465.91	7168.36
		01/01/2009	NM	95K	5629.55	7383.82

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ITEM NO	ITEM CLASSIFICATION	EFFECTIVE DATE	NOTE	SCH	MINIMUM RATE	MAXIMUM RATE
5808	EDUCATION COORD,RADIOLOGIC TECH	CURRENT		86A	4313.00	5359.00
		10/01/2006		87F	4487.45	5574.64
		04/01/2007		89F	4737.64	5885.73
		07/01/2007	NN	89F	4737.64	6047.55
		01/01/2008	NN	90G	4880.00	6229.18
		07/01/2008	NM	90G	4880.00	6400.36
		01/01/2009	NM	91H	5026.55	6592.27
5562	ELECTROENCEPHALOGRAPH TECH SUPVR	CURRENT		75B	3217.91	3986.91
		10/01/2006		76G	3346.09	4147.09
		04/01/2007		78G	3529.82	4377.91
		07/01/2007	NN	78G	3529.82	4498.55
		01/01/2008	NN	79H	3634.09	4633.55
		07/01/2008	NM	79H	3634.09	4761.09
		01/01/2009	NM	80J	3742.45	4904.00
5591	HEAD RESPIRATORY CARE PRACTITIONER	CURRENT		86L	4421.18	5492.64
		10/01/2006		88E	4599.45	5713.73
		07/01/2007	NN	88E	4599.45	5871.18
		01/01/2008	NN	89F	4737.64	6047.55
		07/01/2008	NM	89F	4737.64	6213.82
		01/01/2009	NM	90G	4880.00	6400.36
5061	HOSPITAL UNIT COORDINATOR	CURRENT		64D	2409.00	2984.09
		10/01/2006		65J	2505.00	3102.64
		07/01/2007	NN	65J	2505.00	3186.82
		01/01/2008	NN	66K	2579.45	3281.18
		07/01/2008	NM	66K	2579.45	3370.64
		01/01/2009	NM	67L	2655.64	3469.73
4983	LABORATORY SUPPORT SUPERVISOR I	CURRENT		64F	2421.00	2998.82
		10/01/2006		65L	2517.00	3117.55
		07/01/2007	NN	65L	2517.00	3202.27
		01/01/2008	NN	67A	2592.00	3297.00

	07/01/2008	NM	67A	2592.00	3387.00
	01/01/2009	NM	68B	2668.64	3486.64
4991 LABORATORY SUPPORT SUPERVISOR II	CURRENT		66F	2554.36	3163.64
	10/01/2006		67L	2655.64	3289.09
	07/01/2007	NN	67L	2655.64	3378.82
	01/01/2008	NN	69A	2735.00	3478.00
	07/01/2008	NM	69A	2735.00	3573.00
	01/01/2009	NM	70B	2815.00	3678.18
6035 PATIENT TRANSPORTATION SUPVR I	CURRENT		71J	2941.00	3642.82
	10/01/2006		73C	3057.91	3788.55
	07/01/2007	NN	73C	3057.91	3891.09
	01/01/2008	NN	74D	3148.18	4006.73
	07/01/2008	NM	74D	3148.18	4116.55
	01/01/2009	NM	75E	3241.64	4239.82
6036 PATIENT TRANSPORTATION SUPVR II	CURRENT		75J	3273.27	4056.27
	10/01/2006		77C	3403.55	4218.91
	07/01/2007	NN	77C	3403.55	4334.64
	01/01/2008	NN	78D	3503.91	4465.27
	07/01/2008	NM	78D	3503.91	4588.09
	01/01/2009	NM	79E	3607.91	4725.91

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ITEM NO	ITEM CLASSIFICATION	EFFECTIVE DATE	NOTE	SCH	MINIMUM RATE	MAXIMUM RATE
5566	PULMONARY PHYSIOLOGY TECH SUPVR I	CURRENT		81J	3844.18	4772.82
		10/01/2006		83C	3996.82	4964.73
		07/01/2007	NN	83C	3996.82	5101.45
		01/01/2008	NN	84D	4116.55	5255.00
		07/01/2008	NM	84D	4116.55	5399.09
		01/01/2009	NM	85E	4239.82	5560.91
5571	PULMONARY PHYSIOLOGY TECH SUPVR II	CURRENT		86D	4345.45	5399.09
		10/01/2006		87J	4520.73	5615.82
		07/01/2007	NN	87J	4520.73	5770.45
		01/01/2008	NN	88K	4656.27	5943.91
		07/01/2008	NM	88K	4656.27	6107.18
		01/01/2009	NM	89L	4796.27	6290.64
5071	SUPERVISING AMBULANCE DISPATCHER	CURRENT		75B	3217.91	3986.91
		10/01/2006		76G	3346.09	4147.09
		07/01/2007	NN	76G	3346.09	4260.73
		01/01/2008	NN	77H	3444.91	4388.73
		07/01/2008	NM	77H	3444.91	4509.64
		01/01/2009	NM	78J	3547.09	4644.91
5557	SUPVG CARDIOVASCULAR TECHNICIAN	CURRENT		80K	3751.64	4656.27
		10/01/2006		82D	3900.64	4844.00
		04/01/2007		84D	4116.55	5114.18
		07/01/2007	NN	84D	4116.55	5255.00
		01/01/2008	NN	85E	4239.82	5412.45

	07/01/2008 NM	85E	4239.82	5560.91
	01/01/2009 NM	86F	4367.09	5727.91
4747 SUPERVISING DENTAL ASSISTANT	CURRENT	61E	2224.18	2761.55
	10/01/2006	62K	2315.36	2871.00
	07/01/2007 NN	62K	2315.36	2948.00
	01/01/2008 NN	63L	2385.18	3035.64
	07/01/2008 NM	63L	2385.18	3117.55
	01/01/2009 NM	65A	2457.00	3210.00
5062 SUPVG HOSPITAL UNIT COORDINATOR	CURRENT	68D	2681.91	3321.55
	10/01/2006	69J	2788.09	3453.18
	07/01/2007 NN	69J	2788.09	3547.09
	01/01/2008 NN	70K	2871.00	3651.55
	07/01/2008 NM	70K	2871.00	3751.64
	01/01/2009 NM	71L	2955.00	3862.73
5812 SUPVG NUCLEAR MEDICINE TECHNOLOGIST	CURRENT	88A	4554.00	5657.00
	10/01/2006	89F	4737.64	5885.73
	04/01/2007	91F	5001.82	6213.82
	07/01/2007 NN	91F	5001.82	6384.64
	01/01/2008 NN	92G	5152.36	6576.09
	07/01/2008 NM	92G	5152.36	6756.82
	01/01/2009 NM	93H	5307.00	6959.64
5599 SUPERVISING ORTHOPEDIC TECHNICIAN	CURRENT	72F	2998.82	3714.91
	10/01/2006	73L	3117.55	3862.73
	04/01/2007	75L	3289.09	4076.09
	07/01/2007 NN	75L	3289.09	4187.82
	01/01/2008 NN	77A	3387.00	4313.00
	07/01/2008 NM	77A	3387.00	4432.00
	01/01/2009 NM	78B	3486.64	4565.36

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5811	SUPVG RADIATION THERAPY TECHNOL	CURRENT		91D	4977.09	6183.09
		10/01/2006		92J	5177.82	6431.82
		04/01/2007		94J	5465.91	6790.09
		07/01/2007	NN	94J	5465.91	6976.73
		01/01/2008	NN	95K	5629.55	7185.91
		07/01/2008	NM	95K	5629.55	7383.82
		01/01/2009	NM	96L	5798.82	7605.45
5804	SUPVG RADIOLOGIC TECHNOLOGIST I	CURRENT		82A	3872.00	4808.00
		10/01/2006		83F	4026.55	5001.82
		04/01/2007		85F	4250.27	5281.00
		07/01/2007	NN	85F	4250.27	5425.82
		01/01/2008	NN	86G	4377.91	5588.36
		07/01/2008	NM	86G	4377.91	5742.09
		01/01/2009	NM	87H	4509.64	5914.82
5810	SUPVG RADIOLOGIC TECHNOLOGIST II	CURRENT		86A	4313.00	5359.00
		10/01/2006		87F	4487.45	5574.64

	04/01/2007	89F	4737.64	5885.73
	07/01/2007 NN	89F	4737.64	6047.55
	01/01/2008 NN	90G	4880.00	6229.18
	07/01/2008 NM	90G	4880.00	6400.36
	01/01/2009 NM	91H	5026.55	6592.27
5577 SUPVG RENAL DIALYSIS EQUIPMENT TECH	CURRENT	73J	3102.64	3844.18
	10/01/2006	75C	3225.82	3996.82
	07/01/2007 NN	75C	3225.82	4106.36
	01/01/2008 NN	76D	3321.55	4229.36
	07/01/2008 NM	76D	3321.55	4345.45
	01/01/2009 NM	77E	3420.09	4476.36
5587 SUPVG RESPIRATORY CARE PRACTITIONER	CURRENT	84A	4086.00	5076.00
	10/01/2006	85F	4250.27	5281.00
	07/01/2007 NN	85F	4250.27	5425.82
	01/01/2008 NN	86G	4377.91	5588.36
	07/01/2008 NM	86G	4377.91	5742.09
	01/01/2009 NM	87H	4509.64	5914.82
4956 TISSUE ANALYSIS TECHNICIAN SUPVR I	CURRENT	79G	3625.36	4498.55
	10/01/2006	81A	3770.00	4679.00
	07/01/2007 NN	81A	3770.00	4808.00
	01/01/2008 NN	82B	3881.55	4952.36
	07/01/2008 NM	82B	3881.55	5088.73
	01/01/2009 NM	83C	3996.82	5242.00
4957 TISSUE ANALYSIS TECHNICIAN SUPVR II	CURRENT	82G	3929.27	4880.00
	10/01/2006	84A	4086.00	5076.00
	07/01/2007 NN	84A	4086.00	5216.00
	01/01/2008 NN	85B	4208.45	5372.36
	07/01/2008 NM	85B	4208.45	5519.73
	01/01/2009 NM	86C	4334.64	5685.36

Section 2.

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

Section 3. Step Advances

a. Full-time permanent employees in this unit who are below the top step of the salary range and who are eligible for an annual step advance will be granted a step advance only when a competent or better Performance Evaluation has been filed by the employee's department head. The Performance Evaluation shall be filed at least one 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. The department head shall 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 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 impacts the application of this section, the parties agree to meet and renegotiate this section. In the event an agreement cannot be reached through negotiations, it is agreed that the Union may submit the dispute to arbitration. The arbitrator shall issue an award on the step advances as affected by the changes in existing categories of Performance Evaluations.

Section 4. Bonuses

A. Effective upon Board adoption, whenever any person employed as a Supervising Radiologic Technologist I or II is assigned by his/her Management to supervise on an on-going basis, Diagnostic Ultrasound Technicians, Management shall authorize a 22 levels monthly bonus for the period so assigned. Under no circumstances shall the out-of-class bonus be paid in addition to the above bonus.

ARTICLE 53 TRAINING

Section 1.

Management and Local 660 recognize that training programs and the advancement of employees to positions of higher skill are matters of great importance and interest to Management, Local 660, and the employees covered by this Memorandum.

Management, upon the official request of Local 660, will meet with Local 660 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. 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 54 FLOATING

Floating of supervising paramedical health 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 supervising paramedical technical staff's own clinical service, module and/or service line. Supervising paramedical health 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 supervisors who have been floated. When it is necessary to float a supervising paramedical health staff from his/her regularly assigned unit/service/service line, the supervising staff who has been floated may only perform within his/her areas of competency and his/her assignment shall reflect this. Supervising paramedical health staff floating into specialty areas shall possess the required competency, skills and knowledge to perform their assigned duties.

Management will make very 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 number 1-3 above.

Supervising paramedical health staff may be floated only one time per shift, unless they are needed back at their regularly scheduled work area, in which case they may float back.

A float log will be maintained and kept by Management at each 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 55 WORKLOAD

Section 1. Commitment,

Management and the Department of Health Services, Mental Health, Public health, Coroners, and the Sheriff 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 shall be submitted in writing at the end of 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 56 WEEKEND SCHEDULING

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 660, 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 57 CONSULTATION

A. All departments and Local 660 shall establish a County-wide and/or facility based Labor/Management Committee to specifically address problems associated with workload, vacations, scheduling, floating, temporary assignments, involuntary transfers, and career opportunities for all paramedical classifications.

B. The Committee shall meet at least quarterly. Proposed agendas shall be prepared by Local 660 and/or Management that delineate the subject to be covered.

C. Each Psychiatric Technician I, II or 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 UNIFORMS

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.

ARTICLE 59 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 60 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 61 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 62 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 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 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 overtime's 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.

It is the intent of the parties that this Appendix is provided for Informational purposes only and shall not be subject to Arbitration.

APPENDIX

Your Rights Under The Family and Medical Leave Act of 1993

FMLA requires covered employees to provide up to 12 weeks of unpaid, job-protected leave to "eligible" employees for certain family and medical reasons. Employees are eligible if they have worked for a covered employer for at least one year, and for 1,250 hours over the previous 12 months, and if there are at least 50 employees within 75 miles.

Reasons For Taking Leave:

Unpaid leave must be granted for any of the following reasons:

- 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.

At the employee's or the employer's option, certain kinds of paid leave may be substituted for unpaid leave.

Advance Notice and Medical Certification:

- The employee may be required to provide advance leave notice and medical certification. Taking of leave may be denied if requirements are not met.
- The employee ordinarily must provide 30 days advance notice when the leave is "foreseeable."
- An employer may require medical certification to support a request for leave because of a serious health condition, and may require second or third opinions (at the employer's expense) and a fitness-for-duty report to return to work.

Job Benefits and Protection:

- For the duration of FMLA leave, the employer must maintain the employee's health coverage under any group health plan.
- Upon return from FMLA, most employees must be restored to their original or equivalent positions with equivalent pay, benefits, and other employment terms.
- The use of FMLA leave cannot result in the loss of any employment benefit that accrued prior to the start of an employee's leave.

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:

- The U.S. Department of Labor is authorized to investigate and resolve complaints of violations.
- An eligible employee may bring a civil action against an employer for violation.

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 and medical leave rights.

For Additional Information:

Contact the nearest office of the Wage and Hour Division listed in most telephone directories under U.S. Government, Department of Labor.

U.S. Department of Labor
Employment Standards Administration
Wage and Hour Division
Washington, D C 20210

WH Publication
June, 1993

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

LOS ANGELES COUNTY
EMPLOYEES ASSOCIATION
LOCAL 660, SEIU, CTW, CLC

By _____
General Manager
LACEA, Local 660, SEIU, CTW, CLC

COUNTY OF LOS ANGELES
AUTHORIZED MANAGEMENT
REPRESENTATIVE

By _____
David E. Janssen
Chief Administrative Officer

TO BE JOINTLY SUBMITTED TO COUNTY'S BOARD OF SUPERVISORS

SIGNATURE PAGE (Continued)

LOS ANGELES COUNTY
EMPLOYEES ASSOCIATION
LOCAL 660, SEIU, CTW, CLC

By _____

By _____

By _____

By _____

By _____

By _____

COUNTY OF LOS ANGELES
AUTHORIZED MANAGEMENT
REPRESENTATIVE

By _____

By _____

By _____

By _____

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