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

THIS MEMORANDUM OF UNDERSTANDING made and entered into this 15th day of December, 2009,

BY AND BETWEEN	Authorized Management Representatives (hereinafter referred to as "Management") of the County of Los Angeles (hereinafter referred to a "County")
AND	GUILD FOR PROFESSIONAL PHARMACISTS (hereinafter referred to as "GUILD")

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ARTICLE 1 MAJORITY AND EXCLUSIVE RECOGNITION

Section 1. Majority Recognition

Pursuant to the provisions of the Employee Relations Ordinance of the County of Los Angeles and applicable State law, the Guild for Professional Pharmacists (hereinafter referred to as "The Guild") was certified on May 18, 1989, by County's Employee Relations Commission (Employee Relations Commission Decision No. 30 Pharmacists) as the majority representative of County employees in the Pharmacists Employee Representation Unit (hereinafter the "Unit") previously found to be appropriate by the Employee Relations Commission, which Unit consists of classifications identified as "Item 5512, Pharmacist", "Item 5514, Radiopharmacist" and "Item 5513, Clinical Pharmacist."

Management recognizes the Guild as the certified, majority representative of the employees in said Unit. The term "employee" or "employees", as used in this Memorandum of Understanding, shall refer only to employees employed by the County in those classifications found by the Employee Relations Commission to be properly included in said Unit.

Section 2. Exclusive Recognition

Management shall recognize the Guild as the exclusive representative of the employees in said Unit subject to appropriate action of the Los Angeles County Board of Supervisors, and if necessary, County's Employee Relations Commission.

ARTICLE 2 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 the Guild and all other rights in the Employee Relations Ordinance and Government Code, Sections 3500 through 3511. No employee shall be interfered with intimidated, restrained, coerced, or discriminated against because of the exercise of these rights.

The provisions of this Memorandum of Understanding shall be applied equally to all employees covered hereby without favor or discrimination because of race, sex, sexual orientation, age, national origin, political or religious opinions or affiliations, or disability.

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 either in whole or in part 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 Code, Title 6, Salaries; and

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

In the event the County Board of Supervisors fails to take all of the aforementioned acts necessary to implement this Memorandum of Understanding, it is agreed and understood by the parties that this entire Memorandum of Understanding shall be null and void.

ARTICLE 4 TERM

The term of this Memorandum of Understanding shall commence on the date when the terms and conditions for its effectiveness, as set forth in Article 3, Implementation, are fully met, but in no event shall said Memorandum of Understanding become effective prior to 12:01 a.m. on October 1, 2009. This Memorandum of Understanding shall expire and otherwise be fully terminated at 12:00 midnight on September 30, 2011.

ARTICLE 5 RENEGOTIATION

Section 1. Calendar for Negotiations

In the event either party hereto desires to negotiate a successor Memorandum of Understanding, such party shall serve upon the other during the period from April 1, 2011, through June 15, 2011, its written request to commence negotiations as well as it's full and complete proposals for such successor Memorandum of Understanding.

Upon receipt of such written notice and proposals, negotiations shall begin no later than July 1, 2011. An impasse concerning the matters under negotiations shall be declared automatically if full and entire agreement on the terms of a successor Memorandum of Understanding is not reached by July 31, 2011, unless the parties agree to continue negotiations.

ARTICLE 6 SALARIES

Section 1. Recommended Salary Adjustment

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

ITEM NO	ITEM CLASSIFICATION	EFFECTIVE DATE	NOTE	SCH	MINIMUM RATE	MAXIMUM RATE
5513	CLINICAL PHARMACIST	01/01/2009	N4W	105H	8645.91	9636.45
5512	PHARMACIST	01/01/2009	N4W	103H	8189.64	9128.18
5514	RADIOPHARMACIST	01/01/2009	N4V	110K	9950.27	10794.27

The maximum rate includes the salary enhancements provided under Section B.

1) Effective July 1, 2001, any person employed as a full-time permanent Pharmacist (Item #5512) or Clinical Pharmacist (Item #5513) shall be compensated on a six-step salary range, the sixth step being the fifth step of the salary schedule which is 1 salary schedule above the indicated schedule number. Effective July 1, 2002, any person employed as a full-time Pharmacist or Clinical Pharmacist shall be compensated on a seven-step salary range, the seventh step being the fifth step of the salary schedule which is 2 salary schedules above the indicated schedule number. The rate or rates established by this provision constitute a base rate.

2) Advancement beyond the fifth step of the salary range will be in compliance with Title 6, Section 6.08.010 and 6.08.060 of the Los Angeles County Code.

Section 2. Equity

If implemented and operational circumstances permit, it is Management's intent to apply the work furlough equitably among all employees in the Unit on a Department by Department basis and on a classification by classification basis.

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 head in writing to issue a performance evaluation.

The department head shall issue a performance evaluation within 5 days of the employee request. If said evaluation is competent or better, the employee shall be granted a step advance effective to his step advance anniversary date.

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

1. Where no performance evaluation has been issued in accordance with paragraph B. above, the employee may file a grievance with the Department of Human Resources. If the Director of Personnel fails to obtain issuance of such performance evaluation within (10) 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 advance 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 10 days of issuance with the Department Head or his designated representative who shall respond to the grievance within ten (10) days. Appeals from a Department Head decision shall be processed in accordance with Civil Service Rules.

D. During the term of this agreement should any changes be made in the existing categories of Performance Evaluation 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 Guild 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.

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 were salaries set forth herein were negotiated in good faith and that said salaries were determined independently or race, gender, age or national origin.

ARTICLE 7 OVERTIME

Section 1. Compensation

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

A. The County will pay overtime for all hours worked-in excess of forty (40) in one week. "Hours worked" will be calculated as provided for by the Fair Labor Standards Act, 29 U.S.C §, 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 or use or compensatory time will be counted in calculating hours worked for overtime purposes.

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

C. For each hour of overtime, an employee may elect, with the approval of the Department Head, to receive one (1) hour of pay at straight time and accrue one-half (½) hour of compensatory time or receive one-half (½) hour of straight time pay and accrue one (1) hour of compensatory time or accrue one and one-half (1½) hours of compensatory time. Said accrued compensatory time may be accumulated to a maximum of 80 hours worked.

Section 2. Savings Clause

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

Section 3. Distribution

Management shall assign overtime work as equitably as possible among employees in the same organization Unit and work location regardless of an employee's overtime payment selection option.

ARTICLE 8 EVENING AND NIGHT SHIFT DIFFERENTIAL

Any employee in the Unit, who is assigned to a regularly established evening or night shift, shall receive a bonus for each hour worked during such shift for the term of this agreement as follows:

Differential Bonus	Compensation
Evening Shift:	$2.00 per hour
Night Shift	$5.25 per hour effective 1/1/95

Differential Bonus Hours

Pursuant to Los Angeles County Code, Section 6.10.020:

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

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

ARTICLE 9 EMPLOYEE BENEFITS

The parties agree that the provisions of the Memoranda of Understanding regarding Fringe Benefits, Bilingual Bonus, Mileage and Retirement between the County of Los Angeles and the Coalition of County Unions, AFL-CIO in effect during the term this agreement shall apply to employees in the Unit.

ARTICLE 10 BULLETIN BOARDS

Adequate bulletin board space will be provided for use by the Guild All notices will be posted by a designated representative or representatives of the Guild and such material must bear the signature of a registered official of the Guild.

The boards shall be used only for the following subjects:

A. Guild recreational, social and related news bulletins;

B. Scheduled Guild meetings;

C. Information concerning Guild elections or the results thereof;

D. Reports of official business of Guild including reports of committees or the Board of Directors, and

E. Any other written material which first has been approved and initialed by an authorized representative of the Department Head.

The Guild agrees that notices posted on County bulletin boards shall not contain anything which may reasonably be construed as maligning the County, its representatives or any individual employees in any manner whatsoever.

ARTICLE 11 WORK SCHEDULE CHANGES

Section 1. Work Week

The work week for employees in this Unit is 40 hours of work in a seven consecutive day period as defined by Management. Normally, the work schedule will consist of five 8 hour work days, however, the work schedule may include alternate work schedules such as 9/80 schedule, 4/10 schedule, or 7/80 schedule (11 to 11.5 hour shifts spread over two consecutive 7 day work periods). Nothing in this Article shall be construed to guarantee any day or work week assignment required for the maintenance of necessary operations.

Section 2 Work Schedule Changes

Except for emergencies, employees' work schedules shall not be changed without notice to the employee at least fourteen (14) calendar days before the change is to be implemented.

Nothing herein shall limit the authority of the Department Head or his designate 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.

ARTICLE 12 PROFESSIONAL ACTIVITIES COMMITTEE

Management will recognize a Professional Activities Committee consisting of three County Pharmacists selected by the Guild from Pharmacists in the Unit. The committee shall have the following privileges:

1. To meet with pharmacy administration within the facilities of the County.

2. To recommend methods for improvement of pharmacy practice.

3. To suggest methods in the development of pharmacy practices that will aid in the prevention of incidents of error.

ARTICLE 13 CONSULTATION

Section 1. Consultation of Educational Programs

County Management will consult on present and future educational programs on behalf of pharmacists in conformity with the provisions of Section 6(a) of the Employee Relations Ordinance.

ARTICLE 14 TRAINING

Section 1.

Management will allow the full-time permanent Pharmacist up to a maximum of 15 hours on County time each contract year during the term of this agreement for the purpose of meeting the requirements set forth in the Business and Professions Code, Section 4098.5, 4098.6, 4098.7 and 4.099.

Subject to the needs of the pharmacy services and upon request of the full-time permanent Pharmacist, Management may allow the full-time permanent Pharmacist to carry over up to 15 hours to the second year. If carry over hours are not used during the second year, they will be lost.

Section 2.

For the purpose of assisting Pharmacists in the fulfillment of their individual professional obligations, Management will provide Pharmacists on their own time with an opportunity to either:

1. review a written summary prepared by or under the direction of Management of the highlights of a seminar or conference dealing with the professional duties of licensed Pharmacists; or

2. attend a lecture prepared by or under the direction of Management on the highlights of a seminar or conference dealing with the professional duties of licensed Pharmacists.

If, and only if, Management requests an employee to attend such seminar or conference.

ARTICLE 15 VACATION SCHEDULING

Vacation periods shall be scheduled by Management to provide adequate staffing.

Pharmacists shall be entitled to take their authorized vacation in accordance with the following procedures:

1. At least annually, Management shall post a vacation schedule for all Pharmacists in each department. Such vacation schedule shall include the Pharmacist's name and the time period Management has authorized such Pharmacists to use for their vacation.

2. The Pharmacist with the greatest seniority will be given the opportunity to have first choice of his vacation schedule, with the other Pharmacists being given their choice of vacation schedules in descending order of seniority.

3. Having once made a choice, no Pharmacist may change his vacation schedule if such change will conflict with the choice of another employee in the department or unless the affected Pharmacist and Management agree to such a change.

4. A Pharmacist may split his authorized vacation leave if it does not interfere with adequate staffing. A Pharmacist taking a split vacation will be allowed his choice in accordance with this Article only for the first vacation period.

5. For the purpose of this Article, the Prescription Services Section, the Manufacturing and Supplies Section, and the Clinical Section within the LAC/USC Medical Center, every comprehensive health care center, and every hospital other than those located at the LAC/USC Medical Center within the Department of Health Services shall be considered separate departments.

6. For the purpose of this Article, seniority shall be defined as the total amount of continuous service within a classification. A Pharmacist may exercise his seniority only within the department to which he is permanently assigned. In the case of a tie involving two or more employees, the opportunity to choose a vacation schedule will be given in order of their County seniority.

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

8. A Pharmacist whose assignment is changed from one department to another department will not be allowed to exercise his bidding rights under this Article if the exercise of such rights would result in replacing another Pharmacist on the existing vacation schedule.

ARTICLE 16 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/her 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 would not be placed in the official file 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 two years prior removed from his/her personnel file except as such may be a part of an official permanent record.

ARTICLE 17 POSTING OF VACANCIES

Management will post, at least two weeks in advance, promotional opportunities and vacancies* to be filled on the bulletin board or boards designated expressly for this purpose and in each pharmacy.

* Involving pharmacy positions

ARTICLE 18 PROMOTION

Upon the employee's request, Management shall discuss with the employee the reason(s) he was not selected for a promotion if the employee ranked higher on the Civil Service Commission list than the employee who was appointed.

For the purpose of this Article, promotion shall be defined as advancement to a position of higher rank or grade involving an increase in pay.

ARTICLE 19 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 the 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 20 GRIEVANCE PROCEDURE

Section 1. Definitions

1. "Grievance" means a complaint by an employee or the Guild concerning the interpretation or application of the provisions of this Memorandum of Understanding.

2. "Days" means calendar days exclusive of Saturdays, Sundays or legal holidays.

Section 2. Responsibilities

1. The Guild 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. The employee will name the specific action complained of and state in sufficient detail the facts and reasons for the complaint and the remedy requested.

3. Departmental management has the responsibility to:

   A. Respond only to the specific complaint and facts cited in the grievance as originally presented.

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

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

Section 3. 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 Article 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.

Section 4. General Provisions

1. An employee has the right to the assistance of a representative in the preparation of his/her written grievance, and to represent him/her in formal grievance meetings.

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

3. A Guild steward 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 Guild steward shall give his/her supervisor reasonable advance notice to ensure that his/her absence will not unduly interfere with departmental operations.

4. 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.

5. The Guild has the right to be present at any formal grievance meeting concerning a grievance that directly involves the interpretation or the application of the specific terms and provisions of this Memorandum of Understanding.

Section 5. Procedure

1. Informal Complaint

   A. Within five (5) days from the occurrence of the matter on which a complaint is based, or within five (5) days from his/her knowledge of such occurrence, an employee shall discuss his/her complaint in a meeting with his/her immediate supervisor.

   B. Within five (5) days from the day of the discussion with the employee, his/her immediate supervisor shall verbally reply to the employee's complaint.

2. Grievance

Step 1 - Supervisor

A. Within ten (10) days from receipt of his/her supervisor's decision, an employee not satisfied, may file a formal written grievance. The written grievance form shall be completed by the employee stating the nature of the grievance and the remedy he/she requests from his/her departmental management. The employee shall submit the grievance to his/her immediate supervisor.

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

Step 2 - Middle Management

A. Within ten (10) days from his/her receipt of his/her supervisor's written decision and using the returned original copy of the grievance form, the employee may appeal to the Middle Management of the facility.

B. Within ten (10) days from receipt of the grievance, the Manager shall give a written decision to the employee using the original copy of the grievance.

Step 3 - Top Management

A. Within ten (10) days from the receipt of the decision at level two, the employee may appeal to Top Management or his/her designate using the original copy of the grievance.

B. Within ten (10) days from receipt of the employee's grievance, Top Management or his/her designate who has not been involved in the grievance in prior levels, shall make a thorough review of the grievance, may meet with the parties involved and shall give a written decision to the employee.

C. On the matters that do not directly concern or involve the interpretation or application of the specific terms and provisions of the Memorandum of Understanding, the written decision of Top Management or his/her designate shall be final.

Section 6. Arbitration

1. Within twenty (20) days from the receipt of the written decision of Top Management or his/her designated representative, the Guild 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.

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, limited to discharges, reductions, and discrimination; nor

C. The interpretation, application, merits or legality of the rules or regulations of the department head, the Department of Personnel, or any other County department, agency, or commission.

D. Competent performance evaluations, warning gram or written reprimand.

3. In the event the Guild desires to request that a grievance, which meet the requirements 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 the Chief Administrative Office and to the County Department Head or Officer affected, which written request shall.

A. Set forth the specific issue or issue still unresolved through the grievance procedure and which are to be submitted to arbitration; and

B. Request that said Employee Relations Commission, pursuant to its applicable rules and regulations, appoint an arbitrator for the purpose of conducting arbitration concerning such grievance as provided for herein.

4. Arbitration of grievances hereunder will be limited to the formal grievances 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. It is further agreed that the County will not be responsible for expenses or salaries for witnesses called by the Guild. However, the County will continue to pay the salary of the grievant(s).

5. 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 the Commission provide the parties with a panel of five names from which the parties will select an arbitrator by alternately striking one name each from the panel until there is one arbitrator

remaining who will be deemed to be the mutually acceptable arbitrator and be appointed as above.

6. Prior to a hearing by an arbitrator, a representative of the County and the Guild 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 Guild 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 grievance 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 Guild. 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 Guild 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:

Majority and Exclusive Recognition

Implementation

Term

Renegotiation

Non-discrimination

Posting of Vacancies

Recording Work Ho6rs

Payroll Deductions and Dues

Authorized Agents

Provisions of Law

ARTICLE 21 EXPEDITED ARBITRATION

1. This is an alternate to the procedure set forth in Section 6 Arbitration, of Article 21, 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 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; nor

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 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. The parties shall select an arbitrator from the panel of arbitrators previously agreed to by the parties and established for the purposes 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 and 3) there will be no post hearing briefs.

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

6. 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.

   A. It is further agreed that the County will not be responsible for expenses or salaries for witnesses called by the Guild. However, the County will continue to pay the salary of the grievant(s).

7. 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.

8. 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.

9. The decision of the arbitrator shall be binding upon the Guild. 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.

10. 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.

11. 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:

Majority and Exclusive Recognition
Non-discrimination
Implementation
Term
Renegotiation
Posing of Vacancies
Recording Work Hours
Payroll Deductions and Dues
Authorized Agents
Provisions of Law

ARTICLE 22 GRIEVANCES - GENERAL IN CHARACTER

In order to provide an effective mechanism whereby disagreements between the Guild 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 the Guild has reason to believe that Management is not correctly interpreting or applying any of the provisions of this Memorandum of Understanding, the Guild 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 Office. Such written request shall set forth in detail the facts giving rise to the request for the meeting and shall set forth the proposed resolution sought.

   Within five 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 business days of such meeting, and in the event the matter is not satisfactorily resolved; the Guild shall have the right to meet with the principal representative(s) of the County who have authority to resolve the matter. For purposes of this provision, Management's principal representative(s) shall mean

its Chief Administrative Office or his authorized representative, and any other County Department Head or his authorized representative, who has authority to resolve this matter.

C. Within ten business days after the meeting provided in (B). above, if the matter is not satisfactorily resolved, and if the disagreement meets the requirements of Section 6 of Article 21 the disagreement may be submitted to arbitration in accordance with the provisions of Section 6 of Article 21 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 21 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 the 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 21 hereof.

ARTICLE 23 GUILD STEWARDS

Section 1 Stewards

The Guild may designate stewards to represent employees in the processing of grievances subject to the following rules and procedures:

A. The Guild and Management shall negotiate as to a reasonable number of stewards within each facility.

B. The Guild shall furnish Management representatives with a written list identifying by names and assigned work areas all regular and alternate stewards and the list shall be kept current by the Guild at all times.

C. The Guild will designate as a steward only employees who have passed an initial probation period and have been designated as permanent.

D. Management agrees a steward will not be discriminated against because of his/her activities as a steward.

Section 2. Handling Grievances

A. When requested by an employee, a steward, with permission of his/her supervisor, may investigate any alleged grievance in his/her assigned work area and assist in its preparation.

B. After notifying and receiving approval of his/her immediate supervisor, a steward may be allowed reasonable time off during working hours without loss of time or pay to process such grievance. Such notification shall include the nature of

his/her business for which time off is requested and the estimated time of his/her absence. The immediate supervisor will authorize the steward to leave his/her work to process such a grievance unless compelling circumstances require refusal of such permission, in which case the immediate supervisor shall inform the steward of the reasons for the denial and establish an alternate time when the steward can reasonably be expected to be released from his/her work assignment. The steward shall notify his/her supervisor upon his/her return to work.

C. When a steward desires to contact an employee at his/her work location, the steward shall first contact the immediate supervisor of that employee, advise him/her of the nature of his/her business, and obtain the 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 steward when he/she can reasonably expect to contact the employee.

D. A steward's interview or discussions with an employee on County time will be handled expeditiously and in no event may a single interview exceed 25 minutes in length.

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

ARTICLE 24 RECORDING WORK HOURS

Management may exempt employees in this Unit of the obligation to record their hours of work by time clock. This exemption may be applied to specific work locations or to specific days or shifts. This exemption may be extended to individuals or to groups of individuals.

This exemption once given is revocable, with five day's notice to the employee, but its revocation shall address the management's need for accurate, unimpeachable timekeeping and shall not be construed as diminishing the professional status of the employees.

ARTICLE 25 TRANSFER

Section 1 Definitions

For the purpose of this Article, a transfer is a change in job location.

Section 2. Transfer

An employee, who desires a transfer from one job location to another, shall prepare a written request and submit it to the Chief Pharmacist of the job location where the transfer is desired. All transfer requests shall be considered for one year from the date of filing.

As openings occur, Management shall consider the transfer request on file first. Management shall consider filling vacancies by effecting transfers before filling vacancies by hiring or promotions from eligible lists. The seniority of the employees requesting such a transfer will be considered. However, this Article in no way is intended to limit Management's authority to make appointments.

It is understood and agreed that transfers will not be made for disciplinary purposes.

ARTICLE 26 AGENCY SHOP

Section 1 Deductions and Dues

It is agreed that Guild 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 deduction be made or who is subject to an automatic deduction under an agency shop agreement.

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 Guild by Management within thirty (30) working days after the conclusion of the month in which said dues and deductions were deducted.

Section 2.

Any employees in this Unit who have authorized Guild 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 Guild dues within 60 days following certification of an election to rescind the agency shop provision by notifying the Guild of their termination of the Guild 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 Guild from which dues deductions are to be canceled. The Guild will provide the County's Auditor-Controller with the appropriate documentation to process these dues cancellations within 10 business days after the close of the withdrawal period.

Section 3. Agency Shop Defined

It is mutually agreed by the parties that the term "agency shop" means that every employee represented by this Unit shall, as a condition of employment, either join the certified majority representative organization, or pay the organization a service fee in an amount not to exceed the standard Guild dues or pay a sum equal to the service fee to a non-labor, non-religious charitable fund exempt from taxation under Section 501 (c) (3) of the Internal Revenue Code

Section 4. Religious Objection

Any employee who is a member of a bonafide religion, body, or sect who has historically held conscientious objections to joining or financially supporting public employee organizations shall not be required to join or financially support the Guild. Such employee shall in lieu of periodic dues or agency shop fees, pay sums equal to said amounts to a non-religious, non-labor charitable fund exempt from taxation under Section501 (c) (3) of the Internal Revenue Code. Such sums shall be paid through payroll deduction to eligible charitable agencies available through the Los Angeles County Charitable Giving Program.

Section 5. Agency Shop Unit

It is mutually agreed by the parties that this Unit is an agency shop Unit.

Section 6. Rescission

It is mutually agreed by the parties that the Agency Shop provisions in this agreement may be rescinded by a majority vote of all the employees represented by this Unit, under procedures established by the Employee Relations Commission. In the event such rescission should take place, then the procedures as described in Section 1 and 2 shall prevail. There shall be only one election during the term of this agreement.

Section 7. Guild Responsibilities

The Guild shall keep an adequate itemized record of its financial transactions and shall make available annually to the County and to all non-members, within sixty (60) calendar days after the end of its fiscal year, a detailed written financial report thereof in the form of a balance sheet and an operating statement, certified as to its accuracy by its president and the treasurer or corresponding principal officer, or by a certified public accountant.

The Guild certifies to the County that it shall maintain constitutionally acceptable procedures to enable non-member agency shop service fee payers to meaningfully challenge the propriety of the uses to which service fees are put. Those procedures shall be in accordance with the decision of the United States Supreme Court in Chicago Teachers Union, Local No. 1, AFT, AFL-CIO, et al. v. Hudson, 106 S. Ct. 1066 (1986).

Section 8. Implementation

Any employee hired by the County subject to this Memorandum of Understanding on or after the date of implementation of this Article shall be provided through the employee's department with a form advising that the County has entered into an Agency Shop agreement with the Guild and that all employee's subject to the Memorandum of

Understanding must either join the Guild, pay a service fee to the Guild, or execute a written declaration claiming a religious exemption from this requirement. Such notice shall include a form for the employee's signature authorizing payroll deduction of Guild dues or a service fee. Said employee shall have thirty (30) working days following the initial case of employment to fully execute the authorization form and return said form to the Guild or departmental payroll office. If the form is not completed properly and returned within thirty (30) working days, the County Auditor shall commence and continue a payroll deduction of service fees from the regular pay warrants of such employee. The effective date of Guild dues service fee deductions or charitable contributions for such employees shall be the beginning of the first pay period of employment or the pay period this Article becomes effective for current employees, whichever is later.

Section 9. List of New Employee/Separation

The County will furnish the Union with a list of now employee/separations at the cost established by the Auditor-Controller for processing and photocopying documents. The list shall contain the name, date of hire into the Unit, salary, classification, and work location of all employees who enter the bargaining Unit and are subject to this agreement.

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.

Section 10. Indemnification Clause

The Guild 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 27 PAYCHECK ERRORS

A. Underpayments

1. If an underpayment of 10% of base monthly pay (5% of base monthly pay if paid twice a month) or $100, whichever is least, occurs in an employee's pay check, a pay check correction may be requested. Such request must be made to the appointing authority within two business days after receipt of the warrant. Otherwise, the correction shall be made in the next regularly issued warrant.

2. The Auditor-Controller will issue a corrected or supplemental warrant within three working days after receiving the request from the appointing authority.

3. Changes in salary resulting from step advances or changes in status are excluded from amounts which constitute paycheck errors for purposes of this Article.

B. Overpayments,

1. Employees will be notified prior to the recovery of overpayments.

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

ARTICLE 28 STRIKES AND LOCKOUTS

During the life of this agreement no work stoppages, strikes, slowdowns, or picketing shall be caused or sanctioned by the Guild, 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 Guild fails to exercise good faith in halting the work interruption, the Guild 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 29 GUILD ACCESS

Authorized Guild representatives may be granted access to work locations in all hospital and health facilities, including areas utilized for patient care, treatment, and general work in which employees covered hereby are employed, for the purpose of conducting grievance investigations and/or to observe working conditions. Authorized Guild representatives desiring access to such locations shall first request permission from the appropriate Management representative, at which time the authorized representative shall inform the Management representative of the purpose of the visit. The Management representative may deny access to a work location if in his/her judgment he/she deems that a visit will unduly interfere with the operations of the department or facility thereof, in which event the Management representative will recommend an alternate time for the visit.

A Guild representative assigned to a facility on regularly scheduled days will inform the designated Management representative of his/her schedule and any subsequent change in such schedule. Upon meeting this requirement, the Guild representative may have access to any cafeteria, canteen or rest area not requiring passage through or entrance into a patient care, treatment or general work area.

Guild shall within thirty (30) days of the effective date of this Memorandum of understanding give to Management a written list of all authorized representatives, which list shall thereafter be kept current the Guild. Access to work locations hereunder will be granted only to representatives on the current list.

ARTICLE 30 IDENTIFICATION OF EMPLOYEES

A master list is a list of the names and payroll location of all employees in the classifications comprising this Unit as listed in Article 1. Such master list may be furnished by Management when requested by the Guild no more than four times a year. The Guild is entitled to one list at no charge each year of this agreement. The Guild shall pay to County $100.00 for each additional master list furnished by the County. Such payment shall be due and payable within 30 days from the date of billing.

Within thirty days from the effective date of this Memorandum of Understanding, Management shall provide the Guild with the first master list without charge. Upon the Guild's request the County will provide the master list in computer tape format following the Guild's payment to the County of an initial $500.00 programming fee.

ARTICLE 31 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 the Guild, nor Management, nor their authorized representatives, will appear before the Board of Supervisors individually to advocate any amendment, addition or deletion to the terms and conditions of the 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 32 FULL UNDERSTANDING, MODIFICATIONS, WAIVER

A. 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.

B. It is agreed and understood that each party hereto voluntarily and unqualifiedly waives its right, and agrees that the other shall not be red, to negotiate with respect to any matter covered herein or with respect to any other matters within the scope of negotiations, during the term of this Memorandum of Understanding.

C. No agreement, alteration, understanding, variation, waiver, or modification of any of the terms or provisions contained herein shall in any manner be binding upon the parties hereto unless made and executed in writing by all parties hereto, and if required, approved and implemented by County's Board of Supervisors.

D. 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 33 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 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 Guild's principal authorized agent shall be its General Manager, or the duly authorized representative, (Address: 6319 De Soto Avenue, Suite 407, Woodland Hills, California, 91367; Telephone: (818) 992-0475).

ARTICLE 34 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 Guild 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. When a Department's Request for Proposal is approved by the Chief Administrative Officer, the Labor Relations Office will arrange to meet with representatives of the Guild to advise them of this action within five (5) 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 35 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, effect work furloughs or any other alternatives because of lack of work or for other legitimate reasons, and determine the methods, means and personnel by which the County's operations are to be conducted; 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 36 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 37 PARKING

The Guild agrees to be a non participant of Local 660's Labor Management Transportation Committee and agrees to any plans implemented on traffic mitigation/reduction by Local 660.

ARTICLE 38 PRODUCTIVITY ENHANCEMENTS

The parties mutually agree to negotiate any incentive plans which will increase productivity and reward employees with a share of the gains. The parties further agree to develop wellness programs in accordance with the Fringe Benefits Memorandum of Understanding which may also result in monetary incentives for employees.

ARTICLE 39 ASSIGNMENT OF ADDITIONAL RESPONSIBLITIES

Upon the employee's written request, any permanent, full-time employee shall be entitled to additional compensation for the performance of additional responsibilities which are assigned and approved by the Department Head or designated management representative and the Chief Administrative Office.

The Department shall notify an employee in writing of the approval or denial of his/her written request within 45 business days of receipt of the request for the additional responsibilities bonus.

If the employee is placed in an assignment requiring the performance of additional responsibilities prior to the Department obtaining CAO approval, upon his/her request he/she shall be returned to an assignment in his/her own classification until notified of the CEO's approval in writing.

To qualify for this additional compensation a full-time permanent employee must either:

1. Be assigned to a special project or assignment which requires the performance of additional duties and carries additional responsibilities beyond those typically allocated to the employee's class. The assignment of additional duties normally performed by incumbents of the employee's class would not qualify for this compensation. The bonus for being assigned a special project or assignment shall be two standard salary schedules; or

2. Perform all the significant duties of a higher level class for which there is no vacant funded position. The bonus shall be two standard salary schedules unless the difference between the employee's class and the higher level class is less than two standard salary schedules. In this case, the bonus shall be the difference between the two classes.

The bonus provision of paragraph 2 above does not apply to employees on short term higher level assignments of two weeks or less.

The additional compensation shall begin on the first day the additional responsibilities are assigned by management 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 40, Out-of-Class Assignments for the same assignment.

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

ARTICLE 40 OUT-OF-CLASS

Section 1. Definitions

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 the difference between rates of the employee class and the out-of-class assignment is less than the above bonus, the employee shall receive the rate for the higher class.

Section 2. Conditions

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

appoint the employee according to Civil Service Rules; if the person is appointed within 30 calendar days from the date of request for relief, no bonus under this Article is paid;

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

The 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 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 emergency.

B. Nothing in this Article shall be construed as limiting management's authority to make temporary incidental assignments on higher rated classification work, or to assign employees out-of-class for the purpose of training without any additional compensation for the duration of such training. Written confirmation of such assignment will be placed in the employee's personnel file upon request of the employee.

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

D. Upon the employee's written request a written confirmation of his/her out-of-class assignment shall be placed in the employees 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.

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.

GUILD FOR PROFESSIONAL PHARMACISTS

By _____
RALPH VOGEL
President

COUNTY OF LOS ANGELES
AUTHORIZED MANAGEMENT REPRESENTATIVES

By _____
WILLIAM T FUJIOKA
Chief Administrative Officer

TO BE SUBMITTED TO THE COUNTY'S BOARD OF SUPERVISORS