

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

THIS MEMORANDUM OF UNDERSTANDING made and entered into this 31st day of
October, 2006,

BY AND BETWEEN

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

AND

SOCIAL SERVICES UNION LOCAL 535,
SEIU, AFL-CIO (hereinafter referred to as
"Local 535" or "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 herein; 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 hereby, which understanding the parties intend jointly to submit and recommend for approval and implementation to County's Board of Supervisors.

ARTICLE 2 RECOGNITION

Pursuant to the provisions of the Employee Relations Ordinance of the County of Los Angeles and applicable state law, Social Services Union, Local 535, was certified on May 26, 1970, by County's Employee Relations Commission (Employee Relations Commission File No. 27-70) as the majority representative of County employees in the Social Workers Employee Representation Union (hereinafter "Unit") previously found to be appropriate by said Employee Relations Commission. Management hereby recognizes Local 535 as the certified majority representative of the employees in said Unit. The term "employee" or "employees" as used herein shall refer only to employees covered by County in said Unit in the employee classifications comprising said Unit as listed in Article 7, Salaries, as well as such classes as may be added hereafter by the Employee Relations Commission.

Management agrees to recognize Social Services Union, Local 535 as the exclusive representative of the employees in said Unit when County rules, regulations or laws are amended and Social Services Union, Local 535 has shown it has met the requirements of any such new rules.

ARTICLE 3 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 Union and all other rights in the Employee Relations Ordinance and Government Code, Section 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, handicapped status, or other non-merit factors.

The parties recognize and agree that non-merit factors do not include employee conduct prohibited by law.

ARTICLE 4 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 Title 6 of the Los Angeles County Code required to implement the full provisions of articles 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 action 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 5 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 4, Implementation, are fully met, but in no event shall said Memorandum of Understanding become effective prior to 12:01 a.m. on October 1, 2006. The Memorandum of Understanding shall expire and otherwise be fully terminated at 12:00 midnight on September 30, 2009.

ARTICLE 6 RENEGOTIATIONSection 1

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 request to commence negotiations as well as its initial written proposals for such successor Memorandum of Understanding no later than June 18, 2009. Negotiations shall begin no later than July 5, 2009. If full and entire agreement on the terms of a successor Memorandum of Understanding is not reached by August 31, 2009 an impasse shall be automatically declared on those issues which remain in dispute unless the parties mutually agree to continue negotiations.

Section 2

The parties agree that there will be a limited re-opener on work schedules for Social Workers in Adult Protective Services and on Caseload/workload issues including staffing, caseloads, workload reduction, and other operational matters for all classes in the unit. Re-opener negotiations shall be limited to 30 calendar days and commence on April 1, 2007 and continue thereafter until April 30, 2007.

Any agreement reached by the parties during re-opener negotiations shall be submitted to the Board of Supervisors for approval as an Amendment to the MOU. If the parties are unable to reach an agreement by April 30, 2007, either party can request ERCOM to appoint a Mediator from the State Mediation and Conciliation Service to assist the parties to reach agreement.

ARTICLE 7 SALARIESSection 1. Recommended Salary Adjustment

Effective July 1, 1994, any GAIN Services Worker (Item Number 9165) who possesses a bachelor's degree from an accredited college or university shall be placed two steps (approximately 11%) higher in the salary range, up to the top step. Such action will not set a new step anniversary date.

During the term of this MOU, members of the bargaining unit shall receive 10% general salary movement as follows:

- 4% (16 levels) effective October 1, 2006;
- 3% (12 levels) effective January 1, 2008; and
- 3% (12 levels) effective January 1, 2009.

In addition, effective April 1, 2007, a 2.75% (11 levels) inequity shall be applied to the following classes: Gains Services Coordinator; Gains Services Worker; Social Worker Trainee; and Social Worker.

ITEM NO	ITEM CLASSIFICATION	EFFECTIVE DATE	NOTE	SCH	MINIMUM RATE	MAXIMUM RATE
9008	APPEALS HEARING SPECIALIST	CURRENT	NR	74G	3171.36	4622.18
		10/01/2006	NR	76A	3297.00	4808.00
		01/01/2008	NR	77B	3395.27	4952.36
		01/01/2009	NR	78C	3495.27	5101.45
8103	COMMUNITY WORKER	CURRENT	NR	58D	2042.55	2984.09
		10/01/2006	NR	59J	2126.18	3102.64
		01/01/2008	NR	60K	2191.09	3194.55
		01/01/2009	NR	61L	2257.45	3289.09
9059	GAIN SERVICES COORDINATOR	CURRENT	NR	70J	2864.00	4167.45
		10/01/2006	NR	72C	2976.73	4334.64
		04/01/2007	NR	73C	3057.91	4454.18
		01/01/2008	NR	74D	3148.18	4588.09
		01/01/2009	NR	75E	3241.64	4725.91
9165	GAIN SERVICES WORKER	CURRENT	NR	67G	2630.18	3825.64
		10/01/2006	NR	69A	2735.00	3977.00

711PDC

	04/01/2007	NR	70A	2808.00	4086.00
	01/01/2008	NR	71B	2892.00	4208.45
	01/01/2009	NR	72C	2976.73	4334.64
8111 MENTAL HEALTH PEER ADVOCATE	CURRENT	NR	55D	1881.18	2754.91
	10/01/2006	NR	56J	1958.27	2864.00
	01/01/2008	NR	57K	2017.18	2948.00
	01/01/2009	NR	58L	2078.82	3035.64
8104 SENIOR COMMUNITY WORKER I	CURRENT	NR	59G	2115.64	3087.73
	10/01/2006	NR	61A	2202.00	3210.00
	01/01/2008	NR	62B	2268.82	3305.18
	01/01/2009	NR	63C	2338.64	3403.55
8105 SENIOR COMMUNITY WORKER II	CURRENT	NR	63F	2356.09	3428.36
	10/01/2006	NR	64L	2451.00	3564.36
	01/01/2008	NR	66A	2523.00	3669.00
	01/01/2009	NR	67B	2598.36	3779.27
9051 SOCIAL WORKER	CURRENT	NR	71G	2927.00	4260.73
	10/01/2006	NR	73A	3043.00	4432.00
	04/01/2007	NR	74A	3125.00	4554.00
	01/01/2008	NR	75B	3217.91	4690.73
	01/01/2009	NR	76C	3313.36	4832.00
9050 SOCIAL WORKER TRAINEE	CURRENT	NR	67G	2630.18	3825.64
	10/01/2006	NR	69A	2735.00	3977.00
	04/01/2007	NR	70A	2808.00	4086.00
	01/01/2008	NR	71B	2892.00	4208.45
	01/01/2009	NR	72C	2976.73	4334.64

Section 2. Step Advances

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

- b. If no performance review is filed as defined in a. above, or if an employee receives an Improvement Needed Performance Evaluation, the employee's step advance will not be granted on the date due.

Where no Performance Evaluation is issued in accordance with Paragraph a. above, the employee may request his department in writing to issue a Performance Evaluation. 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 Chief Administrative Office. If the Chief Administrative Office fails to obtain

issuance of such Performance Evaluation within ten days after the grievance is filed with the Chief Administrative Office, 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 Chief Administrative Office, 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.

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 3.

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

Section 4.

Effective July 1, 2000, any Social Worker or Social Worker Trainee possessing an MSW degree from an accredited college or university shall be paid on a 6 step range, the first step of such range being the third step of the salary range listed in Section 1 above. Social Workers or Social Worker Trainees who possess such degree who are below the third step shall be moved to the third step on July 1, 2000. Social Workers and Social Worker Trainees who, subsequent to July 1, 2000, obtain such MSW, and who are below the third step of the range, shall be moved to the third step, effective the first of the month following the submission of proof of such degree to management.

ARTICLE 8 OVERTIMESection 1. Compensation

The parties agree to jointly recommend to the County's Board of Supervisors that overtime be compensated as follows for all employees in this unit during the term of this agreement:

The County will pay overtime for all hours worked in excess of 40 hours in one week. "Hours worked" will be calculated as provided for by the Fair Labor Standards Act, 29 U.S.C. paragraph 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 these 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 ½) times his/her regular rate of pay. Regular rate of pay shall be calculated as provided for by the Fair Labor Standards Act.

In lieu of receiving pay for overtime worked employees may receive compensatory time off in accordance with FLSA, to a maximum of 54 hours worked. With prior approval of management, such compensatory time off may be taken by an employee. Management will not unreasonably withhold approval for compensatory time off.

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.

Notwithstanding any other provisions of this Memorandum of Understanding:

- A. The following provisions shall continue to apply to all overtime accumulated between October 1, 1993, and June 30, 1994, and compensated with compensatory time off (CTO).
- (1) Such CTO either (a) may be taken off at the request of an employee subject to management approval or (b) shall be maintained "on the books".
 - (2) Nothing in this paragraph is intended to alter the definition of "overtime" as set forth elsewhere in this MOU or the circumstances under which overtime compensation must be paid.

- B. All overtime worked on or after July 1, 1994, shall be subject to the overtime provisions in effect on September 30, 1993.
- C. On or after August 1, 1995, at the employee's option, time "on the books" may continue to be taken as time off, subject to management approval, or may be converted to pay. An employee electing payment for any portion of his or her 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.
- D. CTO accrued between October 1, 1993, and June 30, 1994, shall be taken off only at the request of the employee. For any CTO accrued during other periods, nothing in this Section shall be construed to limit management's authority to direct any employee to take accumulated CTO as provided elsewhere in this MOU.

Section 4. Usage of Non-FLSA Earned Compensatory Time

- A. An employee shall not be directed by management to take compensatory time off without at least 10 business days notice or be denied a timely request to take such time off. Requests for time off will be approved based on the needs of the service determined by management.
- B. With prior approval of departmental management, accumulated compensatory time not used during the calendar year in which it is earned may be carried over

one additional calendar year, during which it must be taken. Compensatory time not used within the above period shall be paid to the employee at the straight time rate rather than lost.

ARTICLE 9 EMPLOYEE BENEFITS

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

ARTICLE 10 SPECIAL PAY PRACTICES

Section 1. Night Shift Differential

Evening shift employees shall receive a premium of one-dollar (\$1.00) per hour. The evening shift is a shift at least five-eighths of which falls between 4:00 p.m. and 11:00 p.m. Night shift employees shall receive a premium of one-dollar (\$1.00) per hour. The night shift is a shift at least five-eighths of which falls between the hours of 9:00 p.m. and 8:00 a.m.

Effective July 1, 2000, Social Workers and Social Worker Trainees in Community and Senior Services assigned to the evening or night shift for the emergency roll out program will receive a bonus of seventy-five dollars (\$75.00) per pay period. This bonus will terminate September 30, 2009.

Section 2. Call Back

Whenever an employee is unexpectedly ordered by his Department Head or designated management representative to return to work following the termination of his normal work shift and departure from his 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 Article 8, Overtime.

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 addition 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.

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

Section 3. Standby Pay

Employees required by Management to remain available to return to work, at any time during specified hours outside their normal working hours, are eligible to receive \$1.00 per hour while on standby, but not more than \$200.00 per month.

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.

Effective July 1, 2000, the standby rate will be \$2.00 per hour for Adult Protective Services Social Workers and Social Worker Trainees assigned to standby for the emergency roll out program, not to exceed \$300.00 per month. The additional standby

pay provided to Adult Protective Social Workers and Social Worker Trainees pursuant to this paragraph will terminate on September 30, 2009.

Section 4. 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 which are assigned or approved by the Department Head or designated management representative, and approved by the Chief Administrative Office. The department shall notify an employee in writing of the approval or denial of his or her written request within 10 business days of the approval or denial of the additional responsibilities bonus.

To qualify for this additional compensation, a full time permanent employee must either perform all the significant duties of a higher level class for which there is no vacant funded position (in which case, the bonus shall be the lesser of two standard salary schedules or the difference between the two classes) or 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 additional compensation.

This additional compensation shall begin on the first day the additional responsibilities are performed 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 21 for the same assignment.

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

Section 5 Longevity Bonuses

Upon approval of the Board of Supervisors and implementation of this Memorandum of Understanding, members of this bargaining unit shall receive Longevity Pay in accordance with the following implementation schedule:

10/1/06	2%	(8 levels)	after completion of 19 years of service
04/1/07	2%	(8 levels)	after completion of 24 years of service
10/1/07	2%	(8 levels)	after completion of 29 years of service

Longevity Pay is cumulative and shall constitute a base rate.

ARTICLE 11 EMPLOYEE PAYCHECK ERRORSA. Underpayments

1. Management will rectify an underpayment of 10% of base monthly pay (5% of base monthly pay if paid twice a month) or \$100, whichever is least, which occurs in an employee's paycheck. A paycheck correction may be requested. Such request must be made to the affected employee's departmental payroll section within two business days after receipt of the warrant. Otherwise, the correction shall be made in the next regularly issued warrant.

2. Upon receipt of a timely request, the employee's departmental payroll section shall promptly forward a written request for a corrected or supplemental pay warrant to the Auditor-Controller. Corrected or supplemental warrants will be sent by regular County messenger service to the employee's departmental payroll section within three working days of the Auditor-Controller's receipt of the request. In emergencies, the department's payroll section will arrange to have a supplemental or corrected warrant either hand delivered to the employee or picked up by the employee at the Auditor-Controller's public counter.

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 disposable earnings (as defined by State law), except, however, that a mutually agreed-upon acceleration provision may permit faster recovery.

C. Grievances

Any grievances regarding this article shall be processed beginning with Step 3 of the Grievance Procedure.

ARTICLE 12 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 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 one year prior placed in an envelope and sealed in his/her personnel file except as such may be 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 the 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 file.

ARTICLE 13 EMPLOYEE LISTS

Within thirty (30) days from the effective date of this Memorandum of Understanding, Management shall provide Social Services Union, SEIU Local 535 with a list of all employees in the Unit. This list shall include the following information: Name, Classification, Employee Number, Rate of Pay, and Pay Location. The union shall pay to the County \$100.00 for this list. Additional lists shall be furnished when requested by Local 535 it being understood that Local 535 shall pay to County \$100.00 for each additional list. Should Local 535 request an employee list for this Unit and simultaneously request lists for Units 777 and 723, the combined cost for such lists shall be \$100.00.

By the 15th day of each month, Management will provide the Union with a list of employees in Department of Public Social Services hired into the bargaining unit and separated from the bargaining unit during the proceeding month. This list shall include the same information set forth above.

Local 535 shall bear the cost of preparation of these monthly lists.

ARTICLE 14 BULLETIN BOARDS

Management will furnish bulletin board space for Local 535, the size and location to be determined jointly by departmental management and Local 535:

The boards shall be used only for the following subjects:

- A. Local 535 recreational, social and related news bulletins;
- B. Scheduled Local 535 meetings;
- C. Information concerning Local 535 elections or the results thereof;
- D. Reports of official business of Local 535, including reports of committees or the Board of Directors; and
- E. Any other written material which first has been approved by the department or district head.

Prior to posting, material described in Paragraph (E) above shall be initialed by an authorized representative of both Local 535 and the applicable department or district head. Bulletins requiring approval shall be acted upon within one (1) normal working day.

In cases where Local 535 in whole or in part represents more than one representation unit at a work location, the space described above will become the bulletin board space for all employees represented by Local 535 at that work location.

ARTICLE 15 SAFETY AND HEALTHSection 1. Parties' Responsibilities

It is the duty of Management to make every reasonable effort to provide and maintain a safe and healthy place of employment. Local 535 will cooperate by encouraging all employees to perform their work in a safe manner. It is the duty of all employees in the course of performing their regularly assigned duties to be alert to unsafe and/or unhealthy practices, equipment, and conditions and to report any such unsafe and/or unhealthy practices, or conditions to their immediate supervisor.

If such condition cannot be satisfactorily remedied by the immediate supervisor, the employee or his representative may submit the matter in writing or verbally in case of pressing emergency 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) working days.

If the employee or his representative is not satisfied with the response of the safety officer, Local 535 may consult with the Chief of Workers' Compensation and Occupational Health Branch of the Chief Administrative Office or his designate. A representative of such branch shall respond to the department head and Local 535 within ten (10) days.

If Local 535 is not satisfied with the response of the Chief of Worker's Compensation and Occupational Health, the issue may be taken within ten (10) days to arbitration as set forth in Article 29. During such ten (10) days, consultation between the department head and Local 535 will take place.

Section 2. First Aid Kits

The departmental safety officer or appropriate representative will make every reasonable effort to maintain complete first aid kits at all work facilities.

Section 3.

Management and Social Services Union, Local 535 mutually agree that Safety and Health conditions in employment in the County of Los Angeles are subject to the provisions of the Williams-Steiger Occupational Safety and Health Act of 1970 and the California Occupational Health Act of 1973.

Section 4.

Issues involving Health and Safety Training needs may be addressed at the Adult Services Division Training Committee in DPSS or the Adult Protective Services Training Committee in CSS. Training needs may include such areas as first aid, CPR, self-defense, cultural awareness, "street smarts", infectious disease control, and working with mentally ill clients.

Based on the availability of training resources, management will endeavor to meet identified training needs.

Section 5. Video Display Terminals

The parties agree that issues related to the use of Video Display Terminals may be considered at the caseload committee meetings described in Section 6 of Article 18 (Caseloads).

Section 6. Security

The Department of Public Social Services and Community and Senior Services agree to request that the Office of Security Management of the Chief Administrative Office conduct a security needs assessment of those facilities that do not currently have security guards. Based on available funding, it is management's intent to comply with the recommendations of the Office of Security Management.

ARTICLE 16 WORK SCHEDULES

Section 1.

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 work day or work week as defined by the Los Angeles County Code, Chapter 6.12.

Section 2. Work Week

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

Section 3. Work Shifts

Employees shall be scheduled to work on regular work shifts having regular starting and quitting times. Except for emergencies (see Section 5), employees work schedules shall not be changed without notice to employee at least five (5) working days prior to the date the change is to be effective. Irregular work schedules shall not be changed without notice to the employee at least ten (10) days prior to the date the change is to be effective.

Section 4.

Telecommuting - General

Any Social Worker, Social Worker Trainee who has completed his or her probation period as a Social Worker Trainee, or Appeals Hearing Specialist may request to

telecommute. Management will select those persons to participate in the telecommuting program, and determine the parameters of the program. All employees will be deemed eligible to participate in telecommuting unless management determines that the individual employee cannot effectively telecommute because of his/her skills, experience or prior performance. It is agreed that telecommuting is a voluntary program and participation can be terminated at any time by either management or the participating employee.

Alternate Work Schedules - General

Any Social Worker, Social Worker Trainee who has completed his or her probation period as a Social Worker Trainee, or Appeals Hearing Specialist may request to work a 9/80 or 4/40 work schedule. Any GAIN Services Worker or GAIN Services Coordinator may request to work a 9/80 work schedule. Should management determine that such a schedule is compatible with work requirements, management will select those employees to participate in such alternative schedule and will determine the beginning and ending times of the work shift, including the lunch period. If the lunch period creates a hardship which prevents an employee from working an alternate work schedule, the employee may submit a written request for an exemption which management will consider.

IHSS and ASH Telecommuting

It is Management's intent to continue the following IHSS and ASH Telecommuting Schedule:

All eligible employees will be allowed to telecommute two days per week as long

as this schedule, in combination with alternate work schedules, does not take the employee out of the office more than two (2) work days per week.

IHSS 9/80

It is Management's intent to continue the following IHSS 9/80 Schedule:

All IHSS employees who volunteer shall be allowed to participate in a 9/80 schedule unless Management determines that the individual employee could not effectively participate in a 9/80 schedule because of prior performance.

APS Telecommuting

The telecommuting agreement signed March 4, 1991 is incorporated into this Article except for paragraph 2C.

APS 9/80

The 9/80 agreement signed March 4, 1991 is incorporated into this Article.

ASH 9/80

It is Management's intent to continue the following ASH 9/80 schedule:

A 9/80 work schedule will be implemented in ASH. All employees who volunteer shall be allowed to participate in a 9/80 schedule unless management determines that the individual employee cannot effectively participate because of prior performance. In addition, ASH management

may set limits on the number of employees who participate in a 9/80 schedule based on operational needs.

GAIN 9/80

GAIN Services Workers and GAIN Services Coordinators who volunteer shall be allowed to participate in a 9/80 work schedule unless management determines that the individual employee cannot effectively participate in a 9/80 work schedule because of prior performance.

Section 5. Emergencies

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 6. Adult Protective Services Emergency Roll Outs

The parties agree that the parameters of the Adult Protective Services Emergency Roll Out program will be as provided in the Program memo dated June 1, 2000.

The parties agree to continue to meet and confer regularly regarding work schedules and staffing of Adult Protective Services Social Workers required to roll out after hours on an emergency basis.

ARTICLE 17 CONSULTATION AND TRAINING

The parties agree to meet and consult on staffing, training, and classification specifications in an effort to seek mutual agreement in conformity with the provisions of Section 6(a) of the Employee Relations Ordinance.

Management recognizes the advantages of training for employees in this bargaining unit and may approve employee requests for participation in available work-related educational programs, seminars and professional conferences, on County time.

Management will make every reasonable effort to ensure the availability of in-service training in areas that relate to the functions of the job for classes in this unit.

The parties agree that the County will conduct a classification study of positions currently allocated to the class of GAIN Services Worker and Social Workers in Adult Protective Services.

ARTICLE 18 CASELOADS--DEPARTMENT OF PUBLIC SOCIAL SERVICES
AND COMMUNITY AND SENIOR SERVICES

Section 1. Definitions

- A. Workload is the number of employee hours which represents the work effort required to successfully complete a given quantity of tasks. These employee hours may represent individual, group, unit, district, division, or departmental employee work efforts.
- B. In the Intake categories, caseload is a number representing the quantity of new cases assigned during a report month to an individual, group, unit, district, division, or department of employees. In the Approved categories, caseload is a number representing the quantity of cases permanently assigned at a specified point in time to an individual, group, unit, district, division, or department of employees.
- C. Yardstick is a number used by Management to budget employee months each fiscal year.

Section 2. Caseload Assignments

- A. It is the intent of Management to:
1. Fill vacant budgeted positions provided that adequate Federal/State funding is available and, in DPSS only, to fill behind approved medical and unpaid educational leaves in excess of thirty (30) days.

2. Assign caseloads equitably so that a Social Worker, -GSW, or Appeals Hearing Specialist will not have a significantly higher caseload than other Social Workers, GSW's, or Appeals Hearing Specialists performing similar tasks.
- B. In an effort to equitably distribute caseloads, Management will adjust Departmental staffing imbalances. When an employee believes that the caseload assigned by his immediate supervisor requires a work effort that the employee cannot attain or maintain, the employee may:
1. File a grievance requesting that his/her caseload be reduced,
 2. Refer his/her caseload complaint to the Caseload Committee.

Prior to filing a caseload grievance or referring the complaint to the Caseload Committee, the employee will discuss the complaint with his Office Head Agent (Human Services Administrator I) in an attempt to resolve the dispute.

An employee desiring the Caseload Committee to review a caseload complaint must direct a letter to the Head, Employee Relations, or the Personnel Officer in CSS, with copies to the Union and the Human Services Administrator III or Section Chief in CSS fully describing the complaint. Such a letter shall be filed within ten (10) business days from the occurrence of the matter on which a

violation is made, or within ten (10) business days from his knowledge of such occurrence.

It is understood that employees may not have caseload complaints referred to the Caseload Committee and also process the complaint through Article 29, Grievance Procedure.

Section 3.

Management shall not take disciplinary action, including, but not limited to suspension, reduction, or discharge, or prepare any written grams, warnings, or reprimands or make negative reference on performance evaluations due to inadvertent errors, or due to the employee's inability to complete all the tasks associated with the employee's assigned cases, if such errors or omissions occur when the employee's caseload exceeds the Monthly Maximum Caseload for Discipline Purposes of the category to which he is assigned, as specified in this section. Nothing herein shall be construed to limited Management's authority to determine the priorities of an employee's case tasks.

During the term of this agreement, should yardstick studies be completed which reveal that the numbers listed in this Section are too high, they will automatically be adjusted downward to reflect the new yardsticks.

<u>Category</u>	<u>Monthly Maximum for Discipline Purposes</u>
In Home Support Services- Intake	31
In Home Support Services-Approved	249
Out of Home Care	139
Adult Protective Services-Referrals (Field Operations)	15
Adult Protective Services-Referrals (Civic Center Homeless Project)	30
Appeals - Regular	21

In addition, it is the intent of Department of Public Social Services management to maintain stable caseloads for GSW's and SSI Advocates. Also, in lieu of a monthly maximum for discipline purposes for GSW's and SSI Advocates, management shall not take disciplinary action, including but not limited to, suspension, reduction, or discharge, or prepare any written grams, warnings, or reprimands, or make negative reference on performance evaluations due to inadvertent errors or due to the employee's inability to complete all the tasks associated with the employee's assigned cases against such GSW's or SSI Advocates. Nothing herein shall be construed to limit management's authority to determine the priorities of an employee's case tasks.

It is management's intent to evaluate the feasibility of adjusting the IHSS numbers listed in this section and the corresponding yardsticks should substantial IHSS funding become available during the term of this agreement.

Section 4. External Change

When changes in caseload or major changes in workload result from Federal or State legislative/regulatory changes, Management will implement such changes. It is Management's intent to notify the Union of such changes prior to implementation. In the event that Management cannot inform the Union prior to implementation, Management will ensure that the Union is advised within 30 days after Management is notified of such changes. At the time Management notifies the Union, Management will make available to the Union, copies of the Federal or State legislation/Regulations which necessitate revision in the caseload. If the Union wishes to negotiate with Management regarding the caseload of the employees affected by such implementation, the Union shall notify Management's authorized agent within five (5) working days from the receipt of such notice.

Section 5. Internal Change

Management will meet and consult with the Union prior to conducting Management work systems and/or measurement studies to discuss methodology, offices to be studied, and target dates. When changes in caseload or major changes in workload result from such studies, Management will notify the Union of the results of such studies prior to implementing the change. If the Union wishes to negotiate with Management regarding the caseload of the employees affected by such implementation, the Union shall notify Management's authorized agent within five (5) working days from the receipt of such notice.

The Union may request a review of the raw data resulting from the study within 5 days from receipt of notice from Management that the study is completed. If such review is requested, Management will designate a time, place and date for one (1) Union official and two (2) employees to review the raw data.

Section 6. Caseload Committee

Five committees (IHSS, GSW, APS, ASH and SSI Advocate) composed of representatives from departmental management from each department and employees selected by the Union from the Social Worker and GAIN classifications in each department shall be established with the effective date of this agreement. The purpose of each committee shall be to meet and discuss staffing imbalances, caseload problems and program changes for the purpose of resolving problems.

Each Caseload Committee shall consist of five (5) members representing departmental management, five (5) Social Workers, five (5) GSW's and GAIN Coordinators, or five (5) Appeals Hearing Specialists representing the Unit, and one (1) Union official. Others may participate upon mutual agreement. Meetings will be held on a monthly basis at the Union's request. Any proposals agreed to during such meetings will be recommended to top management for implementation by the Head, Employee Relations, PSS, or the Program Manager, Aging and Adult Services, CSS.

The Union will make every reasonable effort to provide to management an agenda at least 5 business days prior to each meeting. The Union may raise additional issues

which arise after submission of the agenda at the time of the meeting. Issues which relate to an individual office will be discussed with the responsible office head before being brought to the Committee.

Section 7. Specialization

When Management assigns caseloads resulting from the specialization of an intake or approved function of a category listed, or when Management assigns caseloads resulting from combinations of the intake or approved functions of categories listed, Management will adjust an employee's caseload to maintain an equitable workload relative to the workload of those employees assigned to an intake or approved function of related categories listed.

Section 8.

It is the intent of Management not to replace IHSS Social Worker positions with positions in other classifications.

Section 9.

In addition, the parties agree to establish a Community Worker workload review committee. This committee shall meet no more frequently than quarterly and will consist of six (6) members of Management and six (6) employees from the Community Worker series. The purpose of this committee is to discuss and endeavor to reach agreement on such workload issues as assignment imbalances and related considerations. Others may attend upon mutual agreement.

ARTICLE 19 PARKING

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

Management shall meet and consult with the union regarding employee parking plans for any proposed new facility location when it is identified.

ARTICLE 20 EMPLOYEE ORGANIZATION LEAVE

Subject to Civil Service Rules and subject to staffing requirements of the department, leaves of absence shall be granted to accept Local 535 employment.

The employee must be an elected or appointed official or full-time representative of Local 535 with 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 Local 535 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. By mutual agreement, the parties will determine a reasonable number of employees to be on an employee organization leave at any given time from any given department.

ARTICLE 21 OUT-OF-CLASS ASSIGNMENTS

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 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 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 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 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 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.

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

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

Section 3. Special Provisions

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

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

additional compensation for the duration of such training. Written confirmation of such assignment will be placed in the employee's personnel file upon request of the employee.

- C. It is agreed that the provisions of this article will be applied within departments and districts within the County and is not intended to apply across departmental organizational units.
- D. Upon the employee's written request a written confirmation of his/her out-of-class assignment shall be placed in the 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.

ARTICLE 22 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 duties and responsibilities assigned to a position in order to determine whether the position is properly classified.

Section 2. Intent

It is the intention of the parties that this Article be included only to inform employees of the established process 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.

A request for a classification study by an employee who believes his/her position is misclassified must be submitted in writing through the employee's department. If the employee's department cannot support the employee's request, it will be returned to the employee within 30 days with an explanation. If the employee still believes his request is justified, the employee has the right to resubmit the request to his/her 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.

It is further agreed that if within 90 days no action has been taken on an employee-initiated study, the department's Personnel Office shall provide a progress report to the employee and to the union upon request.

ARTICLE 23 POSTING OF NOTICES

Notice of Civil Service examinations will be posted by Management within 10 days, after receipt by them of such notices, on a bulletin board or boards designated expressly for this purpose.

ARTICLE 24 REPRESENTATION IN COURT

Upon request of an employee, the County, in accordance with the provisions of the California Government Code, will provide for the defense of any civil action or proceeding brought against the employee on account of an act or omission in the scope of his/her employment as an employee of the County, and will pay any judgment rendered against the employee.

ARTICLE 25 AFFIRMATIVE ACTION

The departments affected by this Unit agree that Management shall convene a departmental Affirmative Action Committee for each department in this Unit, 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 26 CONTRACTING OUT AND TRANSFER OF FUNCTIONS

Section 1.

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 535 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.

Section 2. 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 3. 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 4. 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 5. 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 6. 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 27 PAYROLL DEDUCTIONS AND DUES

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 deduction be made or who is subject to an automatic fair share fee deduction pursuant to an agency shop position.

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. 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 28 TRANSFERSSection 1. Definitions - DPSS and CSS

For the purposes of this article a transfer is a change in office location other than to a sub-office. A sub office is defined as a work location within seven miles from the parent office.

Section 2. Transfer - DPSS

An employee who desires a transfer from one office to another shall submit a written request in triplicate to the Office Head indicating the office to which the transfer is desired. The employee's current Office Head shall approve or deny the transfer request in writing within ten (10) business days from receipt of such request. If approved, the Office Head shall indicate such approval, sign, and return the request to the employee. If denied, the Office Head shall give the employee the reason. Whether approved or denied, copies of the transfer request shall be sent to the Office Head where the transfer is desired and to the Division Chief who will acknowledge receipt in writing upon request.

All transfer requests shall be considered for one year from the date of filing.

As openings occur, regional management shall review transfer requests on file on a monthly basis and shall consider filling vacancies by effecting transfers before filling vacancies by hiring or promotion from eligible lists. Management shall use the following criteria in considering filling vacancies:

- Seniority defined as Continuous County Service
- Travel distance
- Hardship
- Skills

Section 3. Involuntary Transfers - DPSS

The provisions of Department of Public Social Services Personnel Manual Section 11915 through 11918 shall be applied and incorporated into this article. Employees will not be automatically exempted from transfer due to hardship.

Within the Appeals and State Hearings Section only, involuntary reassignment from one assignment group to another shall be governed by the provisions of this section. The provisions of Section 6, Stewards, do not apply to involuntary transfers in the Appeals and State Hearings Section where the transferred steward remains in the same office.

Section 4. Service Needs - DPSS

During emergencies or when vacancies occur as a result of opening new facilities, significant program changes or unusual caseload changes the provision of this article shall be applied only to the degree practicable. Emergency transfers shall not extend beyond the period of such emergency.

Section 5. DPSS

Each November and May during the term of this Agreement departmental management will review transfer requests on file and make an effort to effect transfers of employees based on the desires of employees and the needs of the service. Such review will give prime consideration to possible transfers where employees mutually desire to exchange job assignments.

Section 6. Stewards - DPSS and CSS

Management shall not transfer a steward who objects to the transfer if there is any other employee in same classification who meets the specific qualifications of the vacancy.

Section 7. CSS

An employee who wishes to transfer to another office within CSS shall submit a request in writing to the Human Services Administrator I responsible for the facility where the employee is currently assigned. CSS management will evaluate the request based on service requirements and operational needs, and notify the employee of its decision.

CSS management will keep such transfer requests on file for the balance of the calendar year in which it is submitted. As vacancies occur, CSS management will review requests on file, and consider filling such vacancies from the transfer requests. If a transfer request is not granted by the end of the calendar year, management will return the expired request to the employee.

If transfers are necessary to correct staffing imbalances, CSS management will transfer the employee in the office with a surplus who has the least County-wide seniority, unless legitimate operational needs require otherwise.

Section 8. Departments of Mental Health and Health Services

An employee who wishes to transfer from one location to another shall submit a written request to the personnel officer. Management will evaluate the request and effect transfers based on the operational needs of the department. Transfers will remain on file for a period of six months.

ARTICLE 29 GRIEVANCE PROCEDURESection 1. Purpose

The purpose of the grievance procedure is to provide a just and equitable method for the resolution of grievances without discrimination, coercion, restraint, or reprisal against any employee 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 conditions, which complaint has not been resolved satisfactorily in an informal manner between the employee and his immediate supervisor.

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

Section 3. Responsibilities

1. The Union agrees to encourage an employee to discuss his complaint with his immediate supervisor. The immediate supervisor will, upon request of an employee, discuss the employee's complaint with him 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 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) grieved, the article(s) violated and the specific remedy requested.

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 representative in the preparation of his written grievance, and to represent him in formal grievance meetings. The grievant may be required by either party to be present in meetings with Management for purposes of discussing the grievance.
2. A County employee selected as a representative in a grievance is required to obtain the permission of his immediate supervisor to absent himself from his duties to attend a grievance meeting. The employee representative shall give his supervisor reasonable advance notice to ensure that his absence will not unduly interfere with departmental operations.
3. An employee may represent his 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 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 the Union of any grievance involving the terms and conditions of this Memorandum of Understanding.

4. The Union representative has the right to be present 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 Union representative elects to attend any formal grievance meeting, he 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 witness may attend formal grievance hearings on paid County time.

Section 7. Procedures

Step 1. Office Head Agent

- A. Within 10 business days from the occurrence of the matter on which a complaint is based, or within 10 business days from his 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 he requests from his departmental management.

The employee shall submit two copies to his office head agent and retain the third copy.

- B. Within five business days the office head agent shall give his decision in writing to the employee on the original copy of the grievance.

Step 2. Middle Management

- A. Within five business days from his receipt of the office head agent'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 his department head. The department head has the authority to waive the middle management step if such a step is not appropriate because of the size of his department. The middle management representative shall discuss the grievance with the office head agent concerned and the employee before a decision is reached by him.

- B. Within five 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.

Step 3. Department Head

- A. Within five business days from his receipt of the decision resulting from the previous step, the employee may appeal to the department head using the original copy of the grievance.

- B. Within ten business days from the receipt of the employee's grievance, the department head or his 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 employees. However, the department head or designate is not limited to denying a grievance for the reasons stated at any previous step in the procedure.

Upon request, a copy of the decision will be given to the union representative.

The department head or his designated representative may request of the union and may receive by mutual agreement, additional time to review the grievance and give a written decision to the employee.

- C. If the department head or his 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 designated representative shall be final.

Section 8. Arbitration

1. Within thirty days from the receipt of the written decision of the department head or his designated representative, the union 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 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 said 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 to 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.

3. In the event the Union desires to request a grievance, which meets the requirements of Paragraph 2 hereof be submitted to arbitration, it shall within the time requirements set forth above, send a written request for arbitration to the Employee Relations Branch of the Chief Administrative Office, which request shall:
 - A. Set forth the specific issue or issues still unresolved through the grievance procedure and which are to be submitted to arbitration;
 - B. The parties shall select an arbitrator by mutual agreement and recommend to the Employee Relations Commission that the individual be appointed for the purpose of conducting the arbitration proceeding. In the event the parties cannot agree on a choice within thirty working days from date of receipt of the request for arbitration, the parties shall request that the Employee Relations Commission provide them with a panel of five arbitrators. Upon receipt of the Employee Relations Commission panel, the parties shall alternately strike one name each from the panel and the last name left will be appointed as the arbitrator in the case by the Employee Relations Commission.
 - C. Arbitration procedures conducted under the authority of this article shall be held at an appropriate location in the County Hall of Administration, except when another location is mutually agreed upon by the parties to the case.

4. Arbitration of grievances hereunder will 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.
5. 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.
6. 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.
7. 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 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.

8. 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:

Recognition

Purpose

Implementation

Term

Renegotiation

Non-Discrimination

Safety and Health

Payroll Deductions and Dues

Leave of Absence for Union Business

Authorized Agents

Provisions of Law

Section 9. Group Grievances

- A. A group grievance is a common complaint by a number of employees within the department or a unit thereof alleging inequitable treatment resulting from a management action or lack of action on some aspect of employment status or working condition within the control of the department head.

- B. A group grievance shall be presented in writing to the first level of supervision common to all employees who share the grievance. The written grievance shall state fully, the complaint and the remedy requested. A written reply will be made by the management representative involved, within ten (10) business days.

- C. If the matter is not resolved, subsequent review shall be at the next level outlined under the provision of Section 7 of this article.

ARTICLE 30 GRIEVANCES - GENERAL IN CHARACTER

In order to provide an effective mechanism whereby disagreements between Local 535 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. Within thirty (30) business days from the occurrence of the matter on which a complaint is based or within thirty (30) business days from its knowledge of such an occurrence where Local 535 has reason to believe that Management is not correctly interpreting or applying any of the provisions of this Memorandum of Understanding, Local 535 may request in writing that a meeting to 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 set forth in detail the facts giving rise to the request for the meeting and shall set forth the proposed resolution sought.

Within five (5) 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, Local 535 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 the County department heads who have authority to resolve the matter or their authorized representatives, including the Chief Administrative Officer or his authorized representative.
- C. Within ten (10) 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 8, Subsection 2 of Article 29, the disagreement may be submitted to arbitration in accordance with the provisions of Section 8 of Article 29, 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 29 of this Memorandum of Understanding. Instead, this article is intended to provide a procedure to resolve disagreements affecting the right 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 procedure set forth in Article 29 hereof.

ARTICLE 31 EXPEDITED ARBITRATION

1. This procedure is an alternative procedure and does not supersede the provisions of Article 29, Section 8, Arbitration of this Article.
2. Only by mutual written agreement shall the parties submit to expedited arbitration a grievance(s) which meets the requirements set forth in Article 29, Section 8.
3. 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 and 3) there will be no post hearing briefs.

4. The arbitrator selected shall hear the grievance(s) within 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.

5. 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. The decision of the arbitrator is binding, to the extent that the decision does not require legislative action by the Board of Supervisors. 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.

ARTICLE 32 LOCAL 535 REPRESENTATIONSection 1.

Departmental management will recognize employees designated by Local 535 as representatives only upon receipt of a written list of names and locations of the employees so designated. Within thirty (30) days of the date of this agreement, Local 535 will furnish the departmental management with such a list and will keep it current. Employees not on such list will not be recognized as representatives. The number and location of representatives will be determined by agreement between the departmental management and Local 535.

Section 2.

Representatives will be permitted reasonable time off without loss of pay for the investigation and processing of grievances up to and including the Department Head level. This section does not preclude the processing of a grievance by a representative at a higher level at the expense of Local 535.

Section 3.

Local 535 agrees that whenever investigation or processing of formal grievances is to be transacted during working hours, only the amount of time necessary to bring about a prompt disposition of the matter will be utilized. Time spent on the investigation and processing of formal grievances will be recorded on a form provided by Management. When required to leave his work location to investigate or process a grievance, the representative shall report to his immediate supervisor and advise him of his intent.

Permission to leave will be granted by the supervisor promptly unless the absence will cause a hardship upon the department which could not be alleviated without the representative's continued presence. In such case, the representative will be advised of an alternate time as soon following as possible. Upon completion of the investigation or processing of the grievance, the representative will report back to his immediate supervisor whose responsibility it shall be to note the time of leaving and return to the department. Upon arriving at another work location, the representative shall inform the concerned supervisor of his presence and the reason therefore. Said supervisor will grant the employee involved permission to leave the job promptly unless the employee's absence from the work location would cause a hardship upon the department. In such event, the representative will be informed of a time most immediately following when the employee will be available.

Section 4.

Authorized Local 535 staff representatives shall be given access to work location during working hours to conduct Local 535 grievance investigations and/or to observe working conditions following at least 24 hours notification to the department head or his designated alternate. If the stated time of the Local 535 staff representative's visit to the work location would work an undue hardship upon the department in the opinion of the department head or his designate, the latter shall explain such circumstances to the representative and will offer an alternate time most immediately following the requested time. In the event of a grievance of an emergency nature beyond the normal capacity of a representative to resolve, the Local 535 staff representative may advise the department head or his designated representative of his need to visit the facility and the

reason therefore. In such instance, the 24-hour notification shall be waived. Local 535 agrees that its staff representative will make every good faith effort not to interfere with the normal operations of the department or of any facility thereof. By mutual agreement, the Office Head and the authorized Local 535 staff representative may waive the 24-hour notification.

Local 535 shall give to each affected department head and the Chief Administrative Officer of the County of Los Angeles, a written list of all authorized staff representatives, which list shall be kept current by Local 535. Access to work locations will only be granted to staff representatives on the current list.

ARTICLE 33 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 34 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 Local 535 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 35 **FULL UNDERSTANDING, MODIFICATIONS, WAIVER****Section 1.**

It is intended that this Memorandum of Understanding set 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 Local 535 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 Local 535 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 Local 535 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 36 AUTHORIZED AGENTS

For purposes 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 representatives (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 specified function or obligation set forth herein.

- B. Local 535's principal authorized agent shall be the Executive Director of Local 535 or his duly authorized representative (Address: 309 S. Raymond Avenue, Pasadena, California 91105, Telephone: (626) 796-0051).

ARTICLE 37 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 38 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, as for example by work furlough, 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 39 REFERENCE MATERIALS

Management will determine and maintain in each CHDP, and Department of Public Social Services work location, those materials and publications which will aid employees in performing their assigned duties, including but not limited to the following reference materials and publications:

Each Adult Services Work Location

Index of Welfare and Institution Code

Physicians/Pharmacist Medical Formula (If at no cost to County)

Physician's Desk Reference

Diagnostic and Statistical Manual IV: complete edition for each office; handbook edition for each worker

Medical Dictionary

Current edition of Los Angeles County Social Services Resource Directory, "People Who Can Help.

Each Adult Services and Appeals Work Location

County Telephone Directory - one for each unit

GAIN

ASH Roster - one per unit

BCW Line Office rosters - one per unit

County telephone directory - one per unit

DPSS Personnel Manual - one per office, centrally located

Each Appeals Work Location

Welfare and Institution Code

Each Appeals Work Unit

Required Copies of State Manuals

Luggage carts to be provided for each AHS for use while assigned to the Appeals and State Hearings Section.

Calculator (with tape) for each Appeals Hearing Specialist

Each CHDP Worker Location

County Telephone Directory

For each worker in the Community Worker series who dispenses medication to homeless TB patients, a letter from management which authorizes the worker to carry and dispense such medication.

Physicians Desk Reference

Each Community Worker As Determined By The Department

Los Angeles County Social Services Resource Directory, "People Who Can Help".

Diagnostic and Statistical Manual (Soft Edition)

All Mileage Permittees

Upon request of any mileage permittee, the County will provide one edition of the Los Angeles County Thomas Guide during the term of this agreement. The permittee

shall return the Thomas Guide to the department upon leaving the department or leaving the assignment requiring the use of the Thomas Guide.

The provisions of this Article will be applied to the extent that management determines that funds permit purchase of said reference materials and that they are available.

ARTICLE 40 EMPLOYEE IDENTIFICATION

Management agrees to provide each Social Worker, GAIN Services Worker, and Appeals Hearing Specialist with personalized business cards and formal identification upon request. The personalized business cards shall include the employee's telephone number. Employees in the classification of "Social Worker" who have been employed in that classification and/or its predecessor classification "Social Worker III" for 10 or more years, shall be issued personalized business cards with the operational title "Senior Social Worker" and shall be referred to as "Senior Social Worker." Nothing in this Article shall be construed to mean that a new classification is established.

Management agrees to provide, upon request, to each Social Worker, GAIN Services Worker, and Appeals Hearing Specialist required to perform field work, a parking placard to be used while on County business. Nothing in this article shall be construed to mean that the provision of the parking placard conveys free parking or special parking privileges.

ARTICLE 41 AGENCY SHOPSection 1. Agency Shop Defined

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

Section 2. Religious Objections

An employee who is a member of a bonafide 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 said amounts to a non-religious, non-labor charitable fund exempt from taxation under Section 501 (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 3. Agency Shop Unit

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

Section 4. Rescission and Security Clause

It is mutually agreed by the parties that if the agency shop provisions in this Memorandum of Understanding - may be rescinded by a majority vote of all the employees represented by this Unit, under procedures established by the Employee Relations Commission. In the event such agency shop provisions are rescinded, then provisions of Article 27, Payroll Deductions and Dues, Section 1 of this Article shall prevail.

Any employee 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 change status to agency fee payer during the period August 10 through August 31, in any year of the contract, 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. There can only be a maximum of one election during the term of this agreement.

Section 5. Union Responsibilities

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

Section 6. 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 an authorization form 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 to the Union, 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 Union dues or a Fair Share fee. 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 properly and returned within thirty (30) working days, the County Auditor shall commence and continue a payroll deduction of Fair Share fees from the regular pay warrants of such employee.

The effective date of deducting Union dues, Fair Share Fees, Agency Shop fees 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 7. 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, step anniversary date, 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, returnees from unpaid leaves, 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 8. 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 applicable of the provisions of this Article.

ARTICLE 42 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. At the request of either party, Management and Local 535 agree to meet and confer on the impact of implementing work rule changes specifically related to re-engineering and welfare reform when such matters are not covered by Memoranda of Understanding or Civil Service Rules.

During the term of this agreement when such work rule changes are implemented, the significant numbers provision (subsection 2) of the Full Understanding, Modifications, Waiver Article shall not apply to matters subject to re-engineering/welfare reform impact negotiations within the 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 43 GRIEVANCE MEDIATION

1. This procedure is an alternate dispute resolution procedure and does not supersede the provisions of Article 29, Grievance Procedure.
2. Only those grievances which meet the requirements for submission to arbitration pursuant to Article 29, Section 8, can be submitted to grievance mediation. Both Local 535 and management must mutually agree to submit a qualifying grievance to grievance mediation.
3. After completion of the third step the grievance procedure and by mutual agreement, either management or Local 535 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 535, 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 proposals 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 Article 43 shall not be subject to arbitration.

ARTICLE 44 MEAL REIMBURSEMENTDCFS and CSS

DCFS and CSS will provide Social Workers and Community Workers with food vouchers/coupons to provide meals to clients. Social Workers and Community Workers shall submit a receipt to obtain reimbursement for meals purchased.

The reimbursement rate for each child/client and per each meal shall not exceed the following:

- Breakfast \$4.00
- Lunch \$5.00
- Dinner \$6.00

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

SOCIAL SERVICES UNION
LOCAL 535, SEIU, AFL-CIO

By 
Harold Walker
Chapter Administrator
SEIU, Local 535

COUNTY OF LOS ANGELES
AUTHORIZED MANAGEMENT
REPRESENTATIVES

By 
David E. Janssen
Chief Administrative Officer