

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

THIS MEMORANDUM OF UNDERSTANDING made and entered into this 26<sup>th</sup> day of  
January, 2016,

BY AND BETWEEN

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

AND

Union of American Physicians & Dentists  
(hereinafter referred to as "UAPD").

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ARTICLE 1            MAJORITY AND EXCLUSIVE RECOGNITION

Section 1.            Majority Recognition

Pursuant to the provisions of the Employee Relations Ordinance of the County of Los Angeles and applicable State law, the Union of American Physicians and Dentists was certified on June 22, 2015, by County's Employee Relations Commission (Employee Relations Commission Decision NO. 30 Pharmacists) as the majority representative of County employees in the Pharmacists' Employee Representation Unit (hereinafter the "Unit") previously found to be appropriate by the Employee Relations Commission, which Unit consists of classifications identified as "item 5512, Pharmacists", "Item 5514, Radiopharmacist" and "Item 5513, Clinical Pharmacist."

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

Section 2.            Exclusive Recognition

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

ARTICLE 2            NON-DISCRIMINATION

The parties mutually recognize and agree fully to protect the rights of all employees covered hereby to join and participate in the activities of the UAPD and all other rights in the Employee Relations Ordinance and Government Code, Sections 3500 through 3511. No employee shall be interfered with intimidated, restrained, coerced, or discriminated against because of the exercise of these rights.

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

ARTICLE 3            IMPLEMENTATION

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

- A. Acts, by majority vote, formally to approve said Memorandum of Understanding.
- B. Enacts necessary amendments to all County ordinances, including the Code, Title 6, Salaries; and
- C. Acts to appropriate the necessary funds required to implement the provisions of this Memorandum Understanding which require funding.

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

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

ARTICLE 4        TERM

The term of this Memorandum of Understanding shall commence on the date when the terms and conditions for its effectiveness, as set forth in Article 3, Implementation, are fully met, but in no event shall said Memorandum of Understanding become effective prior to 12:01 a.m. on October 1, 2015. This Memorandum of Understanding shall expire and otherwise be fully terminated at 12:00 midnight on September 30, 2018.

ARTICLE 5            RENEGOTIATIONSection 1.            Calendar for Negotiations

In the event either party hereto desires to negotiate a successor Memorandum of Understanding, such party shall serve upon the other during the period from April 1, 2018, through June 15, 2018, its written request to commence negotiations as well as its full and complete proposals for such successor Memorandum of Understanding.

Upon receipt of such written notice and proposals, negotiations shall begin no later than July 1, 2018. An impasse concerning the matters under negotiations shall be declared automatically if full and entire agreement on the terms of a successor Memorandum of Understanding is not reached by July 31, 2018, unless the parties agree to continue negotiations.

ARTICLE 6            SALARIESSection 1.            Recommended Salary Adjustment

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

ITEM NO	ITEM CLASSIFICATION	EFFECTIVE DATE	NOTE	SCH	MINIMUM RATE	MAXIMUM RATE
5513	CLINICAL PHARMACIST	CURRENT	N4W	109L	9707.36	10820.64
		11/01/2015	N4W	111A	9999.00	11145.00
		01/01/2016	N4W	112K	10505.55	11708.73
		10/01/2016	N4W	113L	10820.64	12059.64
		10/01/2017	N4W	114H	11036.64	12300.27
		04/01/2018	N4W	115E	11256.27	12545.36
5512	PHARMACIST	CURRENT	N4W	107L	9195.55	10249.00
		11/01/2015	N4W	109A	9471.00	10557.00
		01/01/2016	N4W	110K	9950.27	11090.82
		10/01/2016	N4W	111L	10249.00	11423.18
		10/01/2017	N4W	112H	10454.09	11651.45
		04/01/2018	N4W	113E	10662.45	11883.45
5514	RADIOPHARMACIST	CURRENT	N4V	115B	11172.82	12119.18
		11/01/2015	N4V	116C	11508.27	12483.18
		01/01/2016	N4V	118A	12089.00	13114.00
		10/01/2016	N4V	119B	12452.09	13508.73
		10/01/2017	N4V	119K	12700.82	13778.55
		04/01/2018	N4V	120G	12954.45	14053.82

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

- 1) Effective July 1, 2001, any person employed as a full-time permanent Pharmacist (Item #5512) or Clinical Pharmacist (Item #5513) shall be compensated on a six-step salary range, the sixth step being the fifth step of the salary schedule which is 1 salary schedule above the indicated schedule number. Effective July 1, 2002, any person employed as a full-time Pharmacist

or Clinical Pharmacist shall be compensated on a seven-step salary range, the seventh step being the fifth step of the salary schedule which is 2 salary schedules above the indicated schedule number. The rate or rates established by this provision constitute a base rate.

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

Section 2.            Equity

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

Section 3.            Step Advances

- A. Full-time permanent employees in this Unit who are below the top step of the salary range and who are eligible for an annual step advance will be granted a step advance only when a competent or better performance evaluation has been filed by the employee's department head. The performance evaluation shall be filed at least one month prior to the employee's step advance anniversary date and within a period which does not exceed one year prior to that date.
- B. If no performance review is filed as defined in A. above, or if an employee receives an Improvement Needed Performance Evaluation, the employee's step advance will not be granted on the date due.

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

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

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

1. Where no performance evaluation has been issued in accordance with paragraph B. above, the employee may file a grievance with the Department of Human Resources. If the Director of Personnel fails to obtain issuance of such performance evaluation within (10) days after the grievance is filed with the Department of Human Resources, the employee shall be deemed competent and the step advance shall be processed within 30 days effective to his step advance anniversary date.
2. Where the department head issues a performance evaluation upon request of the Department of Human Resources, and said performance evaluation is competent or better, the employee shall be provided a step advance within 30 days effective to his step advance anniversary date.

3. Grievances based on an Improvement Needed Performance Evaluation shall be filed within 10 days of issuance with the Department Head or his designated representative who shall respond to the grievance within ten (10) days. Appeals from a Department Head decision shall be processed in accordance with Civil Service Rules.
- D. During the term of this agreement should any changes be made in the existing categories of Performance Evaluation which adversely impacts the application of this Section, the parties agree to meet and renegotiate this Section. In the event an agreement cannot be reached through negotiations, it is agreed that the UAPD may submit the dispute to arbitration. The arbitrator shall issue an award on the step advances as affected by the changes in existing categories of performance evaluations.

#### Section 4.

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

ARTICLE 7            OVERTIMESection 1.            Compensation

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

- A.     The County will pay overtime for all hours worked-in excess of forty (40) in one week. "Hours worked" will be calculated as provided for by the Fair Labor Standards Act, 29 U.S.C §, et seq. Hours Worked do not include time for which persons are compensated but do not actually work, including but not limited to, sick leave and vacation pay, with the exception that those hours paid, during a workweek for a regular County holiday or use or compensatory time will be counted in calculating hours worked for overtime purposes.
  
- B.     The County will pay employees for any overtime worked at a rate of one and one-half (1½) time his/her regular rate of pay. Regular rate of pay shall be calculated as provided for by the Fair Labor Standards Act.
  
- C.     For each hour of overtime, an employee may elect, with the approval of the Department Head, to receive one (1) hour of pay at straight time and accrue one-half (½) hour of compensatory time or receive one-half (½) hour of straight time pay and accrue one (1) hour of compensatory time or accrue one and one-half (1½) hours of compensatory time. Said accrued compensatory time may be accumulated to a maximum of 80 hours worked.

Section 2.            Savings Clause

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

Section 3.            Distribution

Management shall assign overtime work as equitably as possible among employees in the same organization Unit and work location regardless of an employee's overtime payment selection option. Available overtime shall be distributed evenly among those staff members possessing the necessary skill set to perform the functions of the available assignment.

ARTICLE 8            EVENING AND NIGHT SHIFT DIFFERENTIAL

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

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

\*Evening and Night Shift Differential shall be increased by 5% on October 1, 2017.

Differential Bonus Hours

Pursuant to Los Angeles County Code, Section 6.10.020:

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

ARTICLE 9            EMPLOYEE BENEFITS

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

ARTICLE 10      BULLETIN BOARDS

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

The boards shall be used only for the following subjects:

- A. UAPD recreational, social and related news bulletins;
- B. Scheduled UAPD meetings;
- C. Information concerning UAPD elections or the results thereof;
- D. Reports of official business of UAPD including reports of committees or the Board of Directors, and
- E. Any other written material which first has been approved and initialed by an authorized representative of the Department Head.

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

ARTICLE 11            WORK SCHEDULE CHANGESSection 1.            Work Week

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

Section 2.            Work Schedule Changes

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

Nothing herein shall limit the authority of the Department Head or his designate to make temporary assignments to different or additional locations, shifts, or work duties for the purpose of meeting emergencies. However, such emergency assignments shall not extend beyond the period of such emergency.

ARTICLE 12      PROFESSIONAL ACTIVITIES COMMITTEE

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

1. To meet with administration at each of the County facilities.
2. To recommend methods for improvement of pharmacy practice.
3. To suggest methods in the development of pharmacy practices that will aid in the prevention of incidents of error.

ARTICLE 13        CONSULTATION

Section 1.        Consultation of Educational Programs

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

ARTICLE 14      TRAININGSection 1.

Management will allow the full-time permanent Pharmacist up to a maximum of 24 hours on County time each contract year during the term of this agreement for the purpose of meeting the requirements set forth in the Business and Professions Code, Section 4098.5, 4098.6, 4098.7 and 4.099. Documented evidence of attendance of Department approved training shall be required.

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

Section 2.

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

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

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

ARTICLE 15      VACATION SCHEDULING

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

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

1. At least annually, Management shall post a vacation schedule for all Pharmacists in each department. Such vacation schedule shall include the Pharmacist's name and the time period Management has authorized such Pharmacists to use for their vacation.
2. The Pharmacist with the greatest seniority will be given the opportunity to have first choice of his vacation schedule, with the other Pharmacists being given their choice of vacation schedules in descending order of seniority.
3. Having once made a choice, no Pharmacist may change his vacation schedule if such change will conflict with the choice of another employee in the department or unless the affected Pharmacist and Management agree to such a change.
4. A Pharmacist may split his authorized vacation leave if it does not interfere with adequate staffing. A Pharmacist taking a split vacation will be allowed his choice in accordance with this Article only for the first vacation period.

5. For the purpose of this Article, the Prescription Services Section, the Manufacturing and Supplies Section, and the Clinical Section within the LAC/USC Medical Center, every comprehensive health care center, and every hospital other than those located at the LAC/USC Medical Center within the Department of Health Services shall be considered separate departments.
6. For the purpose of this Article, seniority shall be defined as the total amount of continuous service within a classification. A Pharmacist may exercise his seniority only within the department to which he is permanently assigned. In the case of a tie involving two or more employees, the opportunity to choose a vacation schedule will be given in order of their County seniority.
7. In the case of a tie involving two or more employees, the opportunity to choose a vacation schedule will be given in order of their County seniority.
8. A Pharmacist whose assignment is changed from one department to another department will not be allowed to exercise his bidding rights under this Article if the exercise of such rights would result in replacing another Pharmacist on the existing vacation schedule.

ARTICLE 16      PERSONNEL FILES

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

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

The employee may file a grievance regarding any such document within the prescribed time limits of the grievance procedure. If the employee fails to file a grievance within the designated time limits, the document becomes part of the official file. If the employee does file a grievance within the designated time limits, said document would not be placed in the official file until the grievance procedure or civil service appeal rights have been exhausted. Grievances filed under this provision shall not be subject to the Arbitration provisions of the Grievance Procedure unless they involve violation of a specific provision of this agreement.

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

Within 30 days of his/her knowledge of a written statement regarding employee performance or conduct, the employee is entitled to place a written statement in his/her file stating reasons for disagreement with the written statement.

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

On reviewing his/her personnel file, an employee may request and have any written warnings issued more than two years prior removed from his/her personnel file except as such may be a part of an official permanent record.

ARTICLE 17      POSTING OF VACANCIES

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

\* Involving pharmacy positions