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

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

BY AND BETWEEN	Authorized Management Representatives (hereinafter referred to as "Management") of the County of Los Angeles (hereinafter referred to as ACounty")
AND	American Federation of State, County and Municipal Employees (hereinafter referred to as AFSCME or Union or Local 3511).

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ARTICLE 1 RECOGNITION

Pursuant to the provisions of the Employee Relations Ordinance of the County of Los Angeles and applicable State law, AFSCME, Local 3511 was certified on August 21, 1987, by the County Employee Relations Commission (Employee Relations Commission File No. 32-71) as the majority representative of County employees in the Supervisory Professional Social Workers Representation Unit (hereinafter "unit") previously found to be appropriate by said Employee Relations Commission. Management hereby recognizes AFSCME, Local 3511 as the certified majority representative of the employees in said unit. The term "employee" or "employees" as used herein shall refer only to employees employed by County in said Unit as listed in the respective salary article as well as such classes as may be added hereafter by the Employee Relations Commission.

Members of Unit 724, not to exceed a total of six (6) whom, upon request of the Unit, are excused from their regular assignment for the purpose of attending and/or participating in negotiating sessions shall suffer no loss of regular pay. Time lost from regularly scheduled work and spent in negotiations shall be computed as time worked for payroll purposes.

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 AFSCME, Local 3511 and all other rights in the Employee Relations Ordinance and Government Code, Sections 3500 through 3511.

The provisions of this Memorandum of Understanding shall be applied equally to all employed covered hereby without favor or discrimination because of race, color, gender, sexual orientation, age, national origin, political or religious opinions or affiliations, handicapped status, or other non-merit factors as defined by Civil Service Rule 25.

No employee shall be interfered with, intimidated, restrained, coerced, or discriminated against because of the exercise of these rights.

ARTICLE 3 IMPLEMENTATION

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

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

B. Enacts necessary amendments to all County ordinances, including the County's Salary Ordinance, Ordinance No. 6222, 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 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 of ratification 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 RENEGOTIATION

Section 1. Calendar for Negotiations

In the event either party hereto desires to negotiate a successor Memorandum of Understanding, such party shall serve upon the other during the period from May 1 through May 31, 2018, its written request to commence negotiations as well as its full and entire written proposals for such successor Memorandum of Understanding.

Upon receipt of such written notice and proposals, negotiations shall begin no later than 30 days after such receipt or June 1, 2018 whichever is later. An impasse concerning the items under negotiations shall be declared automatically if full and entire agreement on the terms of a successor Memorandum of Understanding is not reached by August 31, 2018, unless the parties mutually agree to continue negotiations.

ARTICLE 6 SALARIES

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
9041	ASST CHIEF,PSYCHIATRIC SOCIAL WORK	CURRENT	NMW	98F	6047.55	8373.18
		10/01/2015	NMW	99G	6229.18	8624.64
		10/01/2016	NMW	100H	6416.09	8883.73
		10/01/2017	NMW	101E	6543.73	9060.82
		04/01/2018	NMW	102B	6673.64	9241.00
9014	CLINICAL SOCIAL WORK SUPERVISOR I	CURRENT	N3M	94J	6092.27	7168.36
		10/01/2015	N3M	95K	6275.27	7383.82
		10/01/2016	N3M	96L	6463.27	7605.45
		10/01/2017	N3M	97H	6592.27	7757.64
		04/01/2018	N3M	98E	6723.55	7912.18
9015	CLINICAL SOCIAL WORK SUPERVISOR II	CURRENT	N3M	96J	6431.82	7568.36
		10/01/2015	N3M	97K	6624.64	7795.82
		10/01/2016	N3M	98L	6823.36	8029.45
		10/01/2017	N3M	99H	6959.64	8189.64
		04/01/2018	N3M	100E	7098.18	8352.55
9040	HEAD PSYCHIATRIC SOCIAL WORKER	CURRENT	NMW	96E	5713.73	7912.18
		10/01/2015	NMW	97F	5885.73	8149.45
		10/01/2016	NMW	98G	6062.45	8393.82
		10/01/2017	NMW	99D	6183.09	8560.82
		04/01/2018	NMW	100A	6306.00	8731.00
9038	MENTAL HEALTH CLINICAL SUPERVISOR	CURRENT	N3MW	94E	6032.64	7494.18
		10/01/2015	N3MW	95F	6213.82	7719.45
		10/01/2016	N3MW	96G	6400.36	7951.27
		10/01/2017	N3MW	97D	6527.55	8109.27
		04/01/2018	N3MW	98A	6657.00	8270.00
9132	STAFF DEVELOPMENT SPEC,SOC WORK	CURRENT	N3M	90C	5385.73	6337.45
		10/01/2015	N3M	91D	5547.18	6527.55
		10/01/2016	N3M	92E	5713.73	6723.55
		10/01/2017	N3M	93B	5827.55	6857.09
		04/01/2018	N3M	93K	5943.91	6993.82

3% (12 salary schedules) Effective 10/1/20153% (12 salary schedules) Effective 10/1/2016

2% (8 salary schedules) Effective 10/1/2017

2% (8 salary schedules) Effective 4/1/2018

The County agrees to reopen the salary related articles of the MOU if any bargaining unit in the County receives a higher general pay increase during the 2015-2018 term of this MOU.

Effective March 1, 1999, whenever any person employed as a Mental Health Clinical Supervisor (Item No. 9038), Asst Chief, Psychiatric Social Work (Item No. 9041) or Head Psychiatric Social Worker (Item No. 9040) has been on the top step of the established salary range for Supervising Psychiatric Social Worker (Item No. 9038), Asst Chief, Psychiatric Social Work (Item No. 9041) or Head Psychiatric Social Worker (Item No. 9040) for at least one (1) year, he/she shall receive additional compensation of twelve (12) standard levels above the top step otherwise established for these classes.

The rate established by this provision shall constitute a base rate.

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 head in writing to issue a performance evaluation. The department head shall issue a performance evaluation within five (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 Department of Human Resources fails to obtain issuance of such performance evaluation within ten (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 thirty (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 thirty (30) days effective to his step advance anniversary date.

3. Grievance based on an improvement needed performance evaluation shall be filed within ten (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 Commission 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 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 and 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.

ARTICLE 7 OVERTIME

Section 1. Compensation

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

A. The County will pay overtime for all hours worked in excess of forty (40) hours in one week. "Hours worked" will be calculated as provided for by the Fair Labor Standards Act, 29 U.S.C. ' 201, et seq. Hours worked do not include time for which persons are compensated but do not actually work, including but not limited to, sick leave and vacation pay, with the exception that hours paid during a workweek for a regular County holiday 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 (1-1/2) times his/her regular rate of pay. Regular rate of pay shall be calculated as provided for by the Fair Labor Standards Act.

C. An employee may request compensatory time off (CTO) in lieu of pay at a rate of one and one-half (1-1/2) hours off for each hour of overtime worked to a maximum of 32 hours on the books at any one time. To use compensatory time, an employee must submit a written request to the immediate supervisor at least five (5) working days prior to the first date requested to be off. Such accumulated compensatory time may be taken off subject to staffing requirements and with prior written

approval of departmental management. Subject to operational needs, management shall not unreasonably deny requests to use compensatory time which have been submitted pursuant to the above procedure.

Accrued compensatory time shall be paid prior to any promotions. Unless approved by management, employees may not accrue overtime hours which are worked during disaster periods or emergencies declared by the Board of Supervisors, local or federal government.

At the discretion of management, an employee may be paid for a portion or all of his/her CTO at any time.

D. Payoff of Special Deferred CTO

On or after August 1, 1995, at the employee's option, CTO earned during the period October 1, 1993 through and including June 30, 1994 and remaining on the books, may continue to be taken as time off, subject to Management approval, or may be converted to pay. An employee electing payment for any portion of 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.

Section 2. Usage of Non-FLSA Earned Compensatory Time

A. Employees shall not be directed by Management to take compensatory time off without at least ten (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 as 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 (1) 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 8 EMPLOYEE BENEFITS

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

ARTICLE 9 SPECIAL PAY PRACTICES

Section 1. Evening and Night Shift Differential

Effective October 1, 2017, persons employed in classifications within this Bargaining Unit who are assigned to a regularly scheduled evening or night shift as defined in the County Code shall receive a $1.00 per hour bonus for each hour worked during such shift.

DHS

Within ninety (90) days of the Board of Supervisors approval of this MOU, or when members of this unit transfer from DMH to DHS for the Sheriff's facility assignment (whichever occurs later), CEO will review and explore implementation of a weekend differential for those staff impacted by the transfer. This language will expire at the end of this contract term.

Section 2. Call-Back

Whenever an employee is unexpectedly ordered by his/her Department Head or designated Management representative to return to work following the termination of his/her normal work shift or normal workweek and departure from his/her work location, the employee shall receive a minimum payment of four hours' pay at the rate of time and one-half.

If an employee should complete work required, leave the work location and subsequently be recalled during the four-hour period being compensated for as a result of the initial call back, no additional compensation will be paid until four hours have been worked by the

employee; i.e., there shall be no pyramiding of time and one-half (1-1/2) as a result of call back.

If an employee's work schedule must be altered to accommodate operational requirements on any scheduled work day and the employee is required to report for work up to two hours earlier than his/her 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

A. Effective April 1, 2001, persons employed by the Department of Mental Health as a Mental Health Clinical Supervisor (Item No. 9038), who are assigned to a Mental Health Alert Team, Psychiatric Mobil Response Team, Children's Emergency Services or any other newly created program developed throughout the term of this MOU, shall receive a $1.50 per hour bonus, but not to exceed a maximum of $450.00 per month ($225.00 per pay period), for each hour such person is assigned to regularly scheduled standby periods which occur at off-duty times.

B. Assignment to such standby service requires the prior annual authorization of the Chief Executive Officer, and payment of said bonus for standby service requires the finding of the Chief Executive Officer that such service meets the standards set forth above.

Section 4. Sheriff and Probation Detention Facility

Effective April 1, 2001, any person employed in a full-time permanent position of Clinical Social Work Supervisor I (Item No. 9014), Clinical Social Work Supervisor II, (Item No. 9015) or Mental Health Clinical Supervisor (Item No. 9038), who is permanently assigned to work, on a full-time basis in any Los Angeles County Sheriff and Probation Detention Facility, shall receive, in addition to any other compensation in this Article, $100.00 per month ($50.00 per pay period). Compensation pursuant to this Section does not constitute a base rate.

Within ninety (90) days following the Board of Supervisors approval of this MOU, the Chief Executive Office (Employee Relations/Classification Division) will review the impact resulting from implementation of AB109 to determine if Clinical Social Work Supervisor I (Item No. 9014), Clinical Social Work Supervisor II, (Item No. 9015) or Mental Health Clinical Supervisor (Item No. 9038) warrant an increase in the assignments bonus at the Sheriff's and Probation Detention Facilities. Local 3511 will be contacted during the review and given an opportunity to provide information concerning the assignments as part of the review process. If determined to be both appropriate and economically feasible, the CEO will make such recommendation to the Board of Supervisors. This provision shall expire at the end of this contract term.

Section 5. Assignment of Additional Responsibilities

Upon the employee's written request, any permanent, full-time employee shall be entitled to additional compensation for the performance of additional responsibilities which are assigned and recommended by the Department Head or designated Management representative, and approved by the Chief Executive Office. The Department shall notify an employee in writing of the approval or denial of his/her written request within 45 business days of receipt of the request for the additional responsibilities bonus.

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

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

1. Be assigned to a special project or assignment which requires the performance of additional duties and carries additional responsibilities beyond those typically allocated to the employee's class. The assignment of additional duties normally performed by incumbents of the employee's class would not qualify for this additional compensation. The bonus for being assigned a special project or assignment shall be two standard salary schedules (approximately 5.5 percent); or

2. Performs all the significant duties of a higher level class for which there is no vacant funded position. The bonus shall be two standard salary schedules (approximately 5.5 percent), unless the difference between the employee's class and the higher level class is less than two standard schedules. In this case, the bonus shall be the difference between the two classes.

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

In no event shall an employee receive compensation pursuant to this section and receive out of class bonus pursuant to Article 15 (Out-of-Class Assignment) for the same assignment.

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

Section 6.

Effective April 1, 2001, each member of the Bargaining Unit who is certified by the County as proficient in a language other than English and who is using this skill on a continuing and frequent basis in order to meet the public service responsibility of the department, shall receive an additional bonus of $50.00 per month ($25.00 per pay period), in accordance with County Code Section 6.10.140. This is in addition to any bilingual bonus monies agreed to in the Coalition of County Unions Fringe Benefits MOU.

ARTICLE 10 PAYCHECK ERRORS

Section 1. Underpayments

A. If an underpayment of 10% of base monthly pay (5% of base monthly pay if paid twice a month) or $100, whichever is least, occurs in an employee's pay check, a pay check correction may be requested. Such request must be made to the appointing authority within two (2) business days after receipt of the warrant. Otherwise, the correction shall be made in the next regularly issued warrant.

B. The Auditor-Controller will issue a corrected or supplemental warrant within three (3) working days after receiving the request from the appointing authority.

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

Section 2. Overpayments

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

B. 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.

ARTICLE 11 BULLETIN BOARDS

Management agrees to furnish dedicated bulletin board space to AFSCME, Local 3511, the size, number, and location to be jointly determined by departmental Management and the AFSCME. The boards shall be used only for posting the following information:

1 AFSCME recreational, social, and related news bulletins;

2. AFSCME meetings;

3. Information concerning AFSCME elections and their results;

4. Information concerning insurance and any other benefits offered to members by the Union;

5. Reports of official business of AFSCME, including reports of committees or the Board of Directors; and

6. Any other written material which has first been approved by the department. Bulletins requiring departmental approval shall be submitted by the Union to the managers of the departmental work location where the bulletin board is located, or to the personnel officer or his/her designate. The manager or personnel officer/designate shall approve or deny posting within one business day.

ARTICLE 12 HEALTH AND SAFETY

Section 1. Parties' Responsibilities

It is the duty of Management to make every reasonable effort to provide and maintain a safe place of employment, including restrooms. AFSCME 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 practices, equipment and conditions and to report any such unsafe practices, or conditions to their immediate supervisors. If such condition cannot be satisfactorily remedied by the immediate supervisor, the employee has the right to submit the matter in writing either personally or through his AFSCME Advocate to the local facility safety officer or the departmental safety officer, if there is no local safety officer.

On any matter of safety that is not resolved by the safety officer within a reasonable period of time, the AFSCME Advocate may confer with the safety officer who will respond in writing.

If the AFSCME Advocate is not satisfied with the response of the safety officer, an AFSCME business agent or any officer of AFSCME Local 3511 may request a meeting between Management and the Union.

Section 2. First Aid Kits

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

Section 3. Safety Procedures

A. Safety standards shall be developed and consulted at the time that leases are reviewed for DMH worksites.

B. Designated emergency exits will be in compliance with applicable County, Cal OSHA, and Fire Marshall requirements.

C. Semi-annual Safety drills for all worksite staff.

D. Safety training for all staff at least once per year.

E. Management will continue to install buzzers in all new work sites and will make every reasonable effort to install buzzers at existing work sites.

F. Management agrees to notify and consult with the union in a timely manner prior to making any significant changes to existing safety measures.

G. Management agrees to follow the practices regarding field visits outlined in the Mental Health Illness and Injury Prevention Plan (IIPP). The parties agree that "stable circumstances" as mentioned in the IIPP refers to a secure site, including but not limited to hospitals, schools, community centers, fire or police stations.

Section 4. Health and Safety Committee – Department of Mental Health

Each Mental Health clinic and program in the Department of Mental Health shall have a Health and Safety Committee.

The responsibilities of the Committee shall be to:

Alert Management to all safety and security concerns including identifying potential safety, health, and security problems in the clinic and all programs before they become immediate and make recommendations to Management for their solution.

Annually, or at other times as conditions warrant, review existing office safety procedures and make recommendations to Management for improvements and other alterations to meet changing safety, security, and health conditions.

Obtain comments and other input from staff on safety, security, and health conditions in the clinic and all programs and suggestions for improvements.

Provide input to clinic Management for the office's fire and earthquake procedures and participate in planning and conduct of fire and earthquake drills.

Oversee regular inspections of equipment and environment as they relate to safety, security, and health conditions in the clinic and all programs.

Provide to clinic and all program Management recommendations for various safety training programs for staff, such as "Management of Assaultive Behavior."

The Committee shall be composed of the clinic's and/or program's safety officer, one Management representative, and one clinic or program employee, mutually selected by the Unions representing all of the clinic employees in certified bargaining units.

The Committee shall meet monthly on County time. The recommendations of the Committee shall be advisory in nature.

Section 5.

Management will respond in writing within three working days to any written request by an employee or the Union for information regarding whether a work condition is dangerous.

Section 6.

Management and Local 3511, AFSCME agree that the Williams-Steiger Occupational Safety and Health Act of 1970, the California Occupational Safety and Health Act of 1973, and the State Legislation commonly called "SB 198", Shall be binding on both parties.

Section 7. DMH Injury and Illness Prevention Plan

The County and the Union agree to meet and confer on any negotiable issues arising out of the Department of Mental Health Injury and Illness Prevention Plan (IIPP).

ARTICLE 13 WORK SCHEDULES

Section 1. Work Week

The work week for employees in this Unit is forty (40) hours of work in a seven (7) consecutive day period as defined by Management. Nothing herein shall be construed as a guarantee of a minimum number of hours of work per day or per week, or of days of work 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.

Section 2. Work Shift

Employees shall be scheduled to work on regular work shifts having regular starting and quitting times. Except for emergencies (see Section 3) employee's work schedules shall not be changed without written notice to the employees at least ten (10) working days before the change is to be implemented.

Section 3. Emergencies

Nothing herein shall limit the authority of the department head to make temporary assignments to different or additional locations, shifts, or work duties for the purpose of meeting emergencies. However, such emergency assignments shall not extend beyond the period of such emergency. An emergency condition is herein defined as an unforeseen happening requiring prompt action and is a crisis which is time limited.

Section 4. Transfers

A. Voluntary Transfers -

Employees in this bargaining unit who wish to transfer to another work location may submit a written request to the Personnel Officer of that Department and have his/her name placed on a list to be kept by the Department for six months from the date of receipt.

It is understood that the request is for an available, vacant position in the same classification. The Department will consider the request when filling vacancies.

Management agrees to review transfer lists before assigning newly hired employees. Management will consider factors such as the employee's seniority, experience, academic training, professional skills and geographical location in making transfer decisions. The submission of a request to transfer to another work location does not obligate the employee to accept any actual offer of employment at that location. Further, the Department is not obligated to make an offer of employment to the employee by virtue of the employee having submitted a request. This section is not intended in any manner to limit Management's authority to select, in its judgment, the best, qualified individual for the position.

B. Involuntary Transfers

In the assignment of involuntary transfers, Management will consider several factors, such as the employee's seniority, experience, academic training, and skills; geographical location; and operational needs. Management will give as least ten (10) business days' advance written notice prior to a transfer.

Section 5. Reassignment/Involuntary Transfer within the Department of Health Services

A. If the Department of Health Services determines that reassignments are necessary as a result of restructuring and/or workforce reductions, management shall first use pre-existing geographical preferences as expressed on the Employee Verification Notices. Employees will be assigned to vacancies within their classification based on geographic preference by County seniority. Employees may also be reassigned to vacancies within the same series that require the same qualifications and minimum requirements. This provision shall not be construed to entitle any employee to a promotion.

Section 6. Alternative Work Schedules

Management will consult with the Union prior to implementing or eliminating alternative work schedules, including, but not limited to, a four (4) - ten (10) hour work-day per week (4/10) schedule.

ARTICLE 14 CONSULTATION

A. Upon request, County Management agrees to meet with representatives of AFSCME Local 3511 sole purpose of consultation when conducting classification studies which could result in erosion of this bargaining unit.

All matters affecting employee relations, including those that are not subject to negotiations, are subject to consultation between Management representatives and the duly authorized Union representative. Every reasonable effort shall be made to have such consultation at least thirty (30) days prior to effecting basic changes in any rule or procedures affecting employee relations.

Management agrees to consult on request with AFSCME on matters related to professional standards and patient care, on changes in rules affecting conditions of employment, and on impact of County-wide classification studies of classes represented by this bargaining unit.

AFSCME agrees to work, cooperatively and jointly with the Department of Mental Health on the creation of a para-professional classification series.

B. It is the intention of County Management to provide timely notification concerning classification studies, referenced in Paragraph A. of this Article, so that ample time exists prior to action by the Director of Personnel should this representation unit desire to request a consultation meeting.

C. Management further agrees to consult on request with AFSCME Local 3511 on training, professional development, safety and health, and major organizational changes which impact on the working conditions of employees in this unit.

D. All matters affecting employee relations, including those that are not subject to negotiations, are subject to consultation between Management representatives and the duly authorized Union representative. Every reasonable effort shall be made to have such consultation prior to effecting basic changes in any rule or procedures affecting employee relations.

E. The parties will establish a Joint Labor/Management Committee to discuss proposed changes in the delivery of directly-operated mental health services, where such proposed changes will have a substantial impact on employees in this Bargaining Unit.

The Joint Labor/Management Committee shall consist of no more than four (4) Management representatives, and no more than twelve (12) employee representatives between Bargaining Units 721 and 724. Management representatives will be designated by the Department Head. Employee representatives will be designated by the Union. During the term of this MOU, the Joint Labor-Management Committee shall meet, upon request of either party, at mutually agreeable times and locations. Management will accommodate requests

by either unit to meet alone on standing JLMC meeting days.

The parties agree that the Committee may make advisory recommendations to Management for consideration.

F. It is understood by the parties that the provisions of this Article do not waive rights provided for in the Los Angeles County Employee Relations Ordinance.

Healthcare Reform and Integration Advisory Committee

The parties agree to establish a joint labor-management committee (titled the Healthcare Reform and Integration Advisory Committee) to review the impact on conditions of employment resulting from health care reform and Health Agency integration on the Department of Mental Health (DMH), the County Health Agency, DHS, and DPH and make recommendations to management. Management from the County Health Agency, Health Services and Public Health will be invited to participate in the Advisory Committee meetings.

The Committee can make recommendations on how best to implement health care reform and integration. The Committee, which will be chaired by the County, will have a maximum of seven (7) members from Local 2712 and seven (7) members from Local 3511. The Committee will meet once a month as necessary, at a time and place to be determined by the committee.

An agenda will be prepared in advance of each meeting. If there are topics on the agenda affecting any other department, a representative for labor, and a representative for management from that department will be invited to attend. Any party can add items to the agenda.

Management agrees to consult with the committee on new classifications or classification changes resulting from health care reform and integration.

Pursuant to the County's Employee Relations Ordinance, upon written request by the Union, County Management agrees to meet and confer with the union on negotiable subjects specifically related to DMH's, DHS' and DPH's changes under health care reform and integration when such matters are not covered by Memoranda of Understanding, Civil Service Rules, or other laws, regulations, or agreements between the parties.

This section shall expire on September 30, 2018.

ARTICLE 15 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;

* (For the purpose of this Article, vacancies due to leaves of absence shall be defined as in the County Code Section 6.20.110)

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 from the date of request for relief and terminates when the conditions of this Article are no longer met.

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

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

Section 3. Special Provisions

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

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

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

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

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

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

ARTICLE 16 VACATION SCHEDULING

Vacation periods shall be scheduled by Management to provide adequate staffing. Such schedules shall be subject to the needs of County service.

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

1. At least annually, Management shall prepare a vacation schedule for all employees in each work facility.

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

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

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

5. For the purpose of this Article, seniority shall be defined as the total amount of continuous County service.

6. Management shall return ROTOS to employees within ten (10) business days of receipt.

ARTICLE 17 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. A reasonable number of employee reviews can occur on County time.

An employee shall be advised of, and entitled to read, and receive a copy if requested, all 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 declines to sign, the supervisor shall note declines to sign on the copy to be filed along with the supervisor's signature and the signature of a witness to the employee's declining to sign. This paragraph shall not be subject to the grievance process unless the matter is unresolved within twenty (20) business days after notice to Human Resources.

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 will 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 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 will be two years from the date of issue of the document in the sealed envelope. Upon the employee's request, the sealed envelope shall be removed from the personnel file and returned to the employee.

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

If the department takes disciplinary action against an employee, the department, upon request of the employee, will furnish the employee copies of any documents or written statements used and/or referenced by the department as a basis for its action that are the property of or in possession of the Department..

No non-related work material will be introduced into the file.

ARTICLE 18 EMPLOYEE LEAVES

Section 1. Pregnancy Leave

The parties agree that departmental Management shall grant a leave of absence without pay to any full-time permanent employee who becomes disabled as a result of pregnancy, which disability prevents her from performing the duties of her position. Such leave must be requested in writing by the employee and will be granted pursuant to Civil Service Rules and such procedures as are determined by the Chief Executive Officer and by the department head.

The parties further agree that upon commencement of an authorized pregnancy leave of absence, any full-time permanent employee disabled as a result of pregnancy, which disability prevents her from performing the duties of her position as certified by her physician, may use sick leave benefits for which she is otherwise eligible in the same manner as for any other disability resulting from sickness or injury.

Section 2. Bereavement Leave

Upon the employee's request and with prior approval by the department head, an employee may use the necessary portion of his/her available personal leave, vacation, or compensatory time off for the purpose of supplementing bereavement leave.

Section 3. Medical Leave

Pursuant to the Civil Service Rules, medical leaves without pay will be granted for the purpose of recovery from a prolonged illness or injury or to restore health, upon the employee's request, if, after submission of medical evidence satisfactory to the department head as establishing the employee's medical need, the department head determines that such leave would be in the best interests of the department and the County. Medical evidence shall be sent to the departmental return-to-work coordinator.

Section 4. Educational Leave

Pursuant to applicable provisions of the Civil Service Rules, and subject to the staffing needs of the department, unpaid educational leaves may be granted to permanent employees upon presentation of a plan for schooling designed to improve the employee's value to the County, and evidence of acceptance by an accredited college or university. Bargaining unit members may elect to use non-sick benefit time during educational leave.

Section 5. Employee Organization Leave

AFSCME Local 3511 may request up to two (2) employees in the Unit at the same time on leave of absence to work on union business. These leaves are subject to Civil Service Rules. The employee must have a minimum of one (1) year's continuous employment with the County. The requested leave shall only be granted if the prime reasons for the leave shall be to conduct Union business as it is related to County functions.

AFSCME Local 3511 may request additional releases of employees to the Chief Executive Office. Said requests will be granted based on organizational needs.

The leave shall be without County pay or benefits of any kind, unless fully reimbursed by the union. Leaves shall generally be for a maximum of one year. An individual employee's leave may be extended at the discretion of management. Except by mutual agreement, no more than one (1) employee shall be on such leave from any given service area. Employees on such leave will have their performance evaluation reflect that they were on an authorized organizational leave.

Section 6. Family Leave

A. The parties agree that employees covered by this Memorandum of Understanding are subject to the provisions of the California Family Rights Act of 1993 (CFRA) and the Federal Family and Medical Leave Act of 1993 (FMLA), as amended and the California Fair Employment and Housing Act (FEHA) Pregnancy Disability Leave (PDL).

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

B. The parties agree that within sixty (60) days of implementation of this contract, upon the request of the employee, the County shall provide the employee with a summary of the County of Los Angeles Family Leave Policy Guidelines.

C. Absences incurred for a Family Leave qualifying reason may not be used for purposes of placing or keeping an employee on certified time or cited or referenced in any Performance Evaluation or Appraisal of Promotability. Employees on certified time with FMLA qualifying absences shall not be required to provide medical certifications for those FMLA absences above and beyond the medical certification requirements in the County Family Leave Policy.

D. This section shall not be subject to arbitration.

Section 7. Jury Duty and Witness Leave

During the time an employee is actually reporting to the court for jury duty and following receipt of "Certificate of Jury Service" (Jury Form 4), the Department Head or his/her designate will temporarily convert the employee's usual shift to a regular five-day Monday through Friday day-shift basis. The employee will be returned to their usual work shift as soon as practicable upon completion of Jury or Witness service.

Any person holding a permanent position ordered to serve on a jury shall be entitled to his/her regular pay provided the employee deposits his/her fees for service, other than mileage, with the County Treasurer.

Whenever any full-time permanent employee is required to be absent from work by a

proper subpoena, issued by a court or commission legally empowered to subpoena witnesses, which compels the employee's presence as a witness, unless the employee is a party or an expert witness, the employee shall be allowed the time necessary to be absent from work at the employee's regular pay to comply with such subpoena, provided the employee deposits any witness fees, except mileage, with the County Treasurer.

ARTICLE 19 PROFESSIONAL DEVELOPMENT AND TRAINING

Management recognizes that the procedures and time limits at the facility for requesting participation in work related educational programs, seminars, and professional conferences on County time may vary.

Employees who are not required to complete Continuing Education Units to maintain a professional license may request County time for work related training. Management will distribute as equitably as possible among all employees in the same job assignment paid County time to attend conferences, workshops, seminars, or symposia, when and if management provides paid County time to any employees in such job assignment.

Requests for salary-only training must be submitted for approval at least six (6) weeks prior to the commencement of the training. No later than ten (10) calendar days prior to the date of the training, Management shall inform the employee of approval or denial of the request. The employee will be notified of the reasons for the denial of the training request. Management shall not be obligated to these time frames if the employee does not submit the request at least six (6) weeks prior to the commencement of the training.

Requests for salary only training for which the employee has received short notice (short notice defined as less than forty-two (42) calendar days) must be requested by the employee at least ten (10) calendar days prior to the date of the training. Management shall inform the employee of approval or denial of the request at least five (5) calendar days prior to the date of the training. Management shall not be obligated to these time frames if the employee does not submit the request at least ten (10) calendar days prior to the commencement of the training.

Professional Development and Training Advisory Committee

The Department of Mental Health and AFSCME agree to create an advisory committee to provide employee input in the development of staff training programs. The committee will consist of up to four management representatives and four employee representatives (two from Unit 721, and two from Unit 724). Meetings will be held quarterly, upon written request of the union.

Professional Social Workers Association Meetings

Upon request and based on operational needs, a reasonable number of employees will be allowed to attend the Professional Social Workers Association meetings.

Marriage and Family Therapists Association Meetings

Upon request and based on operational needs, a reasonable number of employees will be allowed to attend the Marriage and Family Therapists Association meetings.

ARTICLE 20 MANDATORY CONTINUING EDUCATION

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

Management will distribute as equitably as possible among all employees in the same job assignment paid County time to attend conferences, workshops, seminars, or symposiums, when and if Management provides paid County time to any employees in such job assignment.

The parties agree jointly to recommend to the County's Board of Supervisors for adoption and implementation through amendment to applicable provisions of said Ordinance, that in addition to all provisions of the Los Angeles County Code, any person employed in a full-time permanent position of Mental Health Clinical Supervisor (Item No. 9038), Asst Chief, Psychiatric Social Work (Item No. 9041), Head Psychiatric Social Worker (Item No. 9040), Clinical Social Work Supervisor I (Item No. 9014), and Clinical Social Work Supervisor II (Item No. 9015) may, subject to departmental staffing consideration, during the term of this contract, be allowed time off from work at regular pay for twenty-four (24) hours per year throughout the term of this contract to attend mandatory continuing education, licensure or recertification programs.

It is agreed that twelve (12) hours of the twenty-four (24) hours per year may include pre-approved home study courses to fulfill mandatory continuing education requirements for licensure. Additionally, if the needs of the service are not negatively impacted, the Department of Mental Health and the Department of Health Services shall make every effort to adjust the employee's schedule for that workweek to include attendance at approved continuing education programs when such training falls on a Saturday and/or Sunday, or regular day off or at a time that is outside of regular work hours.

Notwithstanding the above provisions and pursuant to Civil Service Rules where paid leave time is not available to all employees desiring to attend a work-related program, subject to departmental criteria, the employee may (a) use accrued leave time or (b) use up to two days of leave without pay per year for such attendance. In all instances, provisions of this Article will be subject to departmental staffing considerations.

ARTICLE 21 PARKING

Section 1.

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

Section 2.

The Coalition of County Unions will negotiate over Management proposals to increase average vehicle ridership (AVR) pursuant to regulations of the Air Quality Management District (AQMD). Upon completion of those negotiations, all other parking provisions contained herein shall cease to apply to employees in this bargaining unit. Completion of negotiations means (1) agreement or (2) exhaustion of the impasse procedures established by the Employee Relations Commission (ERCOM) or 120 calendar days from commencement of negotiations, whichever comes first.

ARTICLE 22 PROMOTIONS

The County agrees to provide the Local President with copies of all promotional examination bulletins for classes in the bargaining Unit.

ARTICLE 23 GRIEVANCE PROCEDURE

Section 1. Purpose

The purpose of the grievance procedure is to provide a just and equitable method for the resolution of the 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 or regulations governing personnel practices or working conditions, which complaint has not been resolved satisfactorily in an informal manner between the employee and his/her immediate supervisor.

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

Section 3. Responsibilities

1. The immediate supervisor will, upon request of an employee, discuss the employee's complaint with him/her at a mutually satisfactory time. The Union agrees to encourage an employee, who files a formal written grievance, to state clearly and concisely the specific action(s) being grieved, the article(s) violated and the specific remedy requested.

2. Departmental Management has the responsibility to:

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

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

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 Article may be waived or extended by mutual agreement confirmed in writing.

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

Section 5. General Provisions

1. An employee involved in the processing of his/her grievance may do so without loss of compensation provided that he/she accomplishes all phases of preparation and presentation in a reasonable and expeditious manner.

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

3. Only county employees in this Unit or authorized AFSCME representative as specified in Article 29, Work Access, may be selected by an employee to represent him/her in formal grievance meetings. If a union representative was present at the formal grievance hearing, he/she will receive a copy of the response given to the employee.

4. A County employee selected as a representative in a grievance is required to obtain the permission of his/her immediate supervisor to absent himself/herself from his/her duties to attend a grievance meeting.

5. A County employee selected as a representative in a grievance shall not receive compensation from Los Angeles County for any time spent investigating or processing the grievance unless the employee's name is supplied to Management as required in Article 27.

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

7. The AFSCME 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 this Memorandum of Understanding.

8. An employee may present his/her grievance to Management on County time. In scheduling the time, place and duration of any grievance meeting, both the employee and Management will give due consideration to the duties each has in the essential operations of the department. No employee shall lose his/her rights because of Management imposed limitations in scheduling meetings.

Section 6. Procedure

1. Informal Complaint

   A. Within ten (10) business days from the occurrence of the matter on which a complaint is based, or within ten (10) business days from his knowledge of such occurrence, an employee shall discuss his/her complaint in a meeting with his/her immediate supervisor.

B. Within ten (10) business days from the day of the discussion with the employee, his/her immediate supervisor shall verbally reply to the employee's complaint.

2. Grievance

Step 1 - First Level Management

A. Within ten (10) business days from receipt or failure to receive his/her supervisor's decision, an employee, not satisfied, may file a formal written grievance.

B. Within ten (10) business days from receipt of the grievance, the first level Management representative shall meet with the parties involved and shall give a written decision to the employee using the original copy of the grievance.

Step 2 - Middle Level Management

A. Within ten (10) business days from his/her receipt of the written decision at level one and using the returned original copy of the grievance form, the employee may appeal to the middle level Management representative.

The middle level Management representative shall meet with the first level Management representative and the employee before a decision is reached by him/her.

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

Step 3 - Upper Level Management

A. Within ten (10) business days from the receipt of the decision at level two, the employee may appeal to the upper level Management representative using the original copy of the grievance.

B. Within ten (10) business days from the receipt of the employee's grievance, the upper level Management representative who has not been involved in the grievance in prior levels shall make a thorough review of the grievance and meet with the parties involved. He/she shall then render a written decision to the employee within five (5) business days of the holding of the meeting.

C. If the upper level Management representative fails to give a decision at the third level within the specified time limits, AFSCME shall have the option of referring a grievance alleging a violation of the negotiated agreement between the parties to arbitration.

D. On matters that do not directly concern or involve the interpretation or application of the specified terms and provisions of the Memorandum of Understanding, the written decision of the upper level Management representative shall be final.

Section 7. Arbitration

1. Within thirty (30) business days from the receipt of the written decision of the upper level Management representative or at the conclusion of grievance mediation as contained in this MOU, whichever is applicable, AFSCME may request that the grievance be submitted to arbitration as provided for hereinafter.

2. Only those grievances which directly concern or involve the interpretation or application of the specific terms and provisions of this Memorandum of Understanding may be submitted to arbitration hereunder. In no event shall such arbitration extend to:

   A. The interpretation, application, merits, or legality of any state or local law or ordinance, including specifically all ordinances, adopted by County's Board of Supervisors; unless the arbitrator, in his/her discretion finds it necessary to interpret or apply such state or local law in order to resolve the grievance which has been submitted to the arbitrator.

   B. The interpretation, application, merits, or legality of any or all of the County of Los Angeles Civil Service Commission 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, discharge, reductions, and discrimination; nor

C. The interpretation, application, merits, or legality of the rules or regulations of the department head, the Chief Executive Office, or any other County Department, agency, or commission, unless the arbitrator, in his/her discretion, finds it necessary to interpret or apply such rules or regulations in order to resolve the grievance which has been submitted to the arbitrator.

D. Grievances on competent or better performance evaluations which do not meet the guidelines set forth at the Employee Relations Commission meeting of December 19, 1986.

3. In the event AFSCME desires to request that 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 to County's Employee Relations Commission with a copy thereof simultaneously transmitted to County's Office of Human Resources, Chief Executive Office and to the County Department Head or Officer affected, which written 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 (30) working days from date of receipt of the request of 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 grievances as originally filed by the employee to the extent that said grievance has not been satisfactorily resolved. Arbitration hereunder shall be conducted in accordance with applicable rules and procedures adopted or specified by County's Employee Relations Commission, unless the parties hereto mutually agree to other rules or procedures for the conduct of such arbitration. The fees and expenses of the arbitrator shall be shared equally by the parties involved, it being understood and agreed that all other expenses including, but not limited to, fees for witnesses, transcripts, and similar costs incurred by the parties during such arbitration, will be the responsibility of the individual party involved.

5. Prior to a hearing by an arbitrator, a representative of the County and AFSCME 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 AFSCME 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 AFSCME. To the extent the decision and award of the arbitrator does not require legislative action by the Board of Supervisors, such decision and award shall be binding upon the County. If within sixty (60) days of receiving notice of a decision and award requiring legislative action by the Board of Supervisors, such legislative action is not taken, the arbitrator's decision and award shall have no force or effect whatsoever. AFSCME 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

Implementation

Term

Renegotiation

Equal Opportunity

Safety

Payroll Deductions and Dues

Authorized Agents

Provisions of Law

ARTICLE 24 GRIEVANCES GENERAL-IN-CHARACTER

In order to provide an effective mechanism whereby disagreements between Local 3511 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 3511 has reason to believe that Management is not correctly interpreting or applying any of the provisions of this Memorandum of Understanding, Local 3511 may request in writing that a meeting be held with the authorized representatives of the County who have authority to make effective recommendations for the resolution of the matter with copies to the department heads involved and to the Chief Executive Officer. Such written request shall set forth in detail the facts giving rise to the request for the meeting and shall set forth the proposed resolution sought.

Within ten (10) business days of receipt of the request for such a meeting, the parties will meet for the purpose of discussing and attempting to resolve the disagreement.

B. Within ten (10) business days of such meeting, and in the event the matter is not satisfactorily resolved, Local 3511 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 Executive Officer or his authorized representative.

C. Within thirty (30) business days after the meeting provided in B. above, or from the conclusion of grievance mediation as contained in this MOU, if the matter is not satisfactorily resolved, and if the disagreement meets the requirements of Section 7, Subsection 2 of Article 23, the disagreement may be submitted to arbitration in accordance with the provisions of Section 7 of Article 23, 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 23 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 23 hereof.

ARTICLE 25 GRIEVANCE MEDIATION

1. This procedure is an alternate dispute resolution and does not supersede the provision of Article 23, Grievance Procedure.

2. Only those grievances which meet the requirements for submission to arbitration pursuant to Article 23, Section 7, can be submitted to grievance mediation. Both Local 3511 and Management must mutually agree to submit a qualifying grievance to grievance mediation.

3. After completion of the third level of the grievance procedure and by mutual agreement, either Management or Local 3511 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 3511, and the grievant. The final agreement shall be binding on all parties. Final agreements reached by the parties shall not be published or precedent setting in any other dispute.

6. The mediator may provide the parties with a private, informal, non-binding assessment of the procedural and substantive merits of the dispute, and how an arbitrator may likely decide the grievance.

7. All mediation sessions shall be confidential. The content of the mediation proceedings including, but not limited to, settlement proposal or any concessions agreed to or offered during mediation shall not be admissible in an arbitration of this grievance or any other similar dispute.

8. The parties agree that the provisions of this Article shall not be subject to arbitration.

ARTICLE 26 EXPEDITED ARBITRATION

1. This is an alternate to the procedure set forth in Section 7, Arbitration, of Article 23, Grievance Procedure, and will only be utilized upon mutual written agreement of the parties.

2. A joint submission statement setting forth the issue(s) to be determined will be prepared prior to the hearing by an arbitrator. If the parties cannot agree to a submission statement, the expedited arbitration procedure will not be utilized.

3. Only those grievances which directly concern or involve the interpretation or application of the specific terms and provisions of this Memorandum of Understanding may be submitted to arbitration hereunder. In no event shall such arbitration extend to:

   A. The interpretation, application, merits or legality of any state or local law or ordinance, including specifically all ordinances adopted by County's Board of Supervisors; unless the arbitrator, in his discretion, finds it necessary to interpret or apply such state or local law in order to resolve the grievance which has been submitted to the arbitrator.

   B. The interpretation, application, merits, or legality of any or all of the County of Los Angeles Civil Service Rules, nor matters under the jurisdiction of the Civil Service Commission for which said Commission has established procedures

or processes by which employees or employee organizations may appeal to, or request review by, said Civil Service Commission, including, but not limited to, discharges, reductions, and discrimination; nor

C. The interpretation, application, merits or legality of the rules or regulations of the department head, the Chief Executive Office, or any other County department, agency, or commission, unless the arbitrator, in his discretion, finds it necessary to interpret or apply such rules or regulations in order to resolve the grievance which has been submitted to the arbitrator.

4. The parties shall select an arbitrator from the panel of arbitrators previously agreed to by the parties and established for the purpose of conducting expedited arbitration proceedings:

A. The arbitrator will be compensated at the contracted flat daily rate. The cost of the arbitrator shall be borne equally by the parties. In addition, each party shall pay for all fees and expenses incurred by that party on its behalf, including but not limited to witness fees.

B. The parties agree that 1) no stenographic record of the hearing will be made, 2) there will be no representation by counsel, and 3) there will be no post hearing briefs.

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

6. Arbitration of a grievance hereunder shall be limited to the formal grievance as originally filed by the employee to the extent that said grievance has not been satisfactorily resolved.

7. The arbitrator shall issue a "bench" decision at the conclusion of the parties' testimony. Only by mutual agreement of the parties and the arbitrator will a written decision be issued.

8. The decision of an arbitrator resulting from any arbitration of grievances hereunder shall not add to, subtract from, or otherwise modify the terms and conditions of this Memorandum of Understanding.

9. The decision of the arbitrator shall be binding upon the Union. To the extent the decision and award of the arbitrator does not require legislative action by the Board of Supervisors, such decision and award shall be binding upon the County. If within sixty (60) days of receiving notice of a decision and award requiring legislative action by the Board of Supervisors, such legislative action is not taken, the arbitrator's decision and award shall have no force or effect whatsoever.

10. Election of this binding forum shall constitute waiver by all parties to this process of all other administrative processes for the resolution of this dispute in whole or in part and the award shall not be appealed. The decision from this arbitration shall not be precedent setting.

11. The decision of an arbitrator resulting from the arbitration of a grievance under the following Articles shall be entirely advisory in nature and shall not be binding upon any of the parties:

Recognition

Implementation

Term

Renegotiation

Equal Opportunity

Health and Safety

Payroll Deductions and Dues

Authorized Agents

Provisions of Law

Leave of Absence for Union Business

ARTICLE 27 STRIKES AND LOCKOUTS

During the life of this agreement no work stoppage, 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 28 AFSCME STEWARDS/OFFICERS

Section 1.

It is agreed and understood by the parties of this Memorandum of Understanding that the cumulative number of stewards for this unit shall not exceed 20. The number of stewards for this unit shall not exceed. The number of stewards from any Service Provider Area (SPA) shall not exceed the number of facilities within the SPA. Only an employee who has passed his/her initial probation period and who Management has designated to be a permanent employee shall be eligible for appointment as an AFSCME steward.

Section 2.

AFSCME shall give to all department heads with employees in this Unit and the Chief Executive Officer of the County of Los Angeles a written list of the names of employees selected as AFSCME stewards, which list shall be kept current by SPSWAFSCME. The County shall give AFSCME a written list of department heads with employees in this unit. This list shall be kept current by the County.

Section 3.

AFSCME agrees, whenever investigation or processing of formal grievances and/or disciplinary actions initiated by the department are to be transacted during working hours, only that amount of time necessary to bring about a prompt disposition of the matter will be utilized. AFSCME representatives, when leaving their work locations to transact such investigations or processing, shall first obtain permission from their immediate supervisor and inform him/her of the nature of the business. Permission to leave will be granted

within a reasonable time unless such absence would cause an undue interruption of work. If such permission cannot be granted, the AFSCME steward/officer will be informed when time will be made available. Such time will not be more than twenty-four (24) hours, excluding Saturday, Sunday and legal holidays after the time of the AFSCME steward's/officer's request, unless otherwise mutually agreed to.

Prior to entering other work locations, the AFSCME steward/officer shall inform the cognizant supervisor of the nature of his/her business. Permission to leave the job will be granted to the employee involved, unless such absence would cause an undue interruption of work. If the employee cannot be made available, the AFSCME steward/officer will be informed when the employee will be made available.

Management agrees an AFSCME steward or Board member will not be discriminated against, nor transferred to another work location without his/her consent.

Vacancy notices

Vacancies shall be posted according to department procedures. AFSCME will be informed regarding the method of access to the vacancy listing.

ARTICLE 29 PAYROLL DEDUCTIONS AND DUES

Section 1. Deductions and Dues

The parties agree to jointly recommend to County's Board of Supervisors that the Supervisory Professional Social Workers Association's dues and such other deductions as may be properly requested and lawfully permitted 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 Management a written authorization requesting that such deductions be made. Remittance of the aggregate amount of all dues and other proper deductions made from the salaries of employees covered hereunder shall be made to the Supervisory Professional Social Workers Association by Management within thirty (30) working days after the conclusion of the month in which said dues and deductions were deducted.

Section 2. Security Clause

Any employees in the 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 deductions made by the County during the term of this agreement; provided, however, that any employee in this Unit may terminate such Union dues during the period December 10through December 28 in each year of this MOU, by notifying the Union of his/her termination of Union dues deductions. Such notification shall be by certified mail and should be in the form of a letter containing the following information: employee name, employee number, job classification, department name and name of Union from which dues deductions are to be canceled.

The Union will provide the County's Auditor-Controller with the appropriate documentation to process these dues cancellations within ten (10) business days after the close of the withdrawal period.

Section 3. Agency Shop

A. Agency Shop Defined

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

B. Religious Objections

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

Such sums shall be paid through payroll deduction to eligible charitable agencies available through the Los Angeles County Charitable Giving Program.

C. 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 agency shop provisions in the Memorandum of Understanding comply with applicable state law (Government Code Section 3502.5).

D. Rescission

It is mutually agreed by the parties that the agency shop provisions in this Memorandum of Understanding may be rescinded by a majority vote of all the employees represented by this Bargaining Unit under procedures established by the Employee Relations Commission. In the event such agency shop provisions are rescinded, then the procedures as described in Section 1 and 2 shall prevail. There shall be only one election during the term of this Memorandum of Understanding

E. Union Responsibilities - Hudson Notice

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

F. Implementation

Any employee hired by the County subject to this Memorandum of Understanding on or after the date of implementation of this Article, shall be provided, through the employee's department, with a notice advising that the County has entered into an Agency Shop agreement with the Union and that all employees subject to the Memorandum of Understanding must either join the Union; pay a Fair Share Fee equal to Union dues; or pay an Agency Shop Fee to the Union; or execute a written declaration claiming a religious exemption from this requirement. Such notice shall include a payroll deduction authorization form for the employee's signature authorizing payroll deduction of Union dues, Fair Share Fees, Agency Shop Fees or execution of a written declaration claiming a religious exemption from this requirement. Said employee shall have thirty (30) working days following the initial date of employment to fully execute the authorization form of his/her choice and return said form to the Union or departmental payroll office. If the form is not completed and returned within (30) working days, the County Auditor shall commence and continue a payroll deduction of a Fair Share Fee equal to Union dues from the regular pay warrants of such employee.

The effective date of deducting Union dues, Fair Share Fees, Agency Shop Fees, or charitable contributions shall be the first pay period following thirty (30) working days of employment or the pay period this Article becomes implemented for current employees, whichever is later.

G. List of New Employees/Separations

Management shall provide AFSCME Local 3511 with access to employee lists via Internet each pay period. The employee list shall contain the name, employee number, classification title, item number, item sub, item step salary rate, department, time base, work location, latest hire date and job appointment date of all employees who enter the Bargaining Unit and who are covered by this Memorandum of Understanding.

Management will supply to employees newly hired or transferred into the Unit an information brochure, and/or letter about AFSCME and a dues deduction card furnished by AFSCME, Local 3511: Each department will notify the union if it runs out of this material.

H. 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 30 NEW EMPLOYEE ORIENTATION

Subject to prior approval of the Department Head, AFSCME, Local 3511 representatives shall participate in new employee orientation for the sole purpose of providing employees information regarding AFSCME, Local 3511 Union membership.

ARTICLE 31 LEGAL REPRESENTATION

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

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

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

ARTICLE 32 OBLIGATION TO SUPPORT

The parties agree that subsequent to the execution of this Memorandum of Understanding and during the period of time said Memorandum is pending before the Board of Supervisors for action, neither the Supervisory Professional Social Workers Association 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 33 FULL UNDERSTANDING, MODIFICATIONS AND WAIVER

A. It is intended that this Memorandum of Understanding sets forth the full and entire understanding of the parties regarding the matters set forth herein, and any other prior existing understanding or agreements by the parties, whether formal or informal, regarding any such matters are hereby superseded or terminated in their entirety. This Article is not intended to negate or eliminate past practice as a factor establishing agreement in practice between the parties.

B. It is the intent of the parties that this Memorandum of Understanding be administered in its entirety in good faith during its full term. It is recognized that during such term it may be necessary for Management to make changes in rules or 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 AFSCME, Local 3511 indicating the proposed change prior to its implementation. Nothing herein shall limit the authority of Management to make necessary changes during emergencies or when required to do so by law. Management shall notify AFSCME, Local 3511 of changes resulting from emergent or legal requirements as soon as practicable. AFSCME, Local 3511 shall notify Management within five (5) working days from the receipt of such notice if it desires to consult with Management. Nothing contained herein shall prevent the Union from grieving the effect of such change in accordance with the grievance procedure

contained herein. Failure by AFSCME, Local 3511 to request consultation, pursuant to Paragraph B, shall not be deemed as approval of any action taken by the County.

C. Except as specifically provided herein, 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 or with respect to any other matters within the scope of negotiations during the term of the Memorandum of Understanding.

D. Any agreement, alteration, understanding, variation, waiver or modification of any of the terms or provisions contained herein shall not be binding upon the parties hereto unless made and executed in writing by all parties hereto and, if required, approved and implemented by County's Board of Supervisors.

E. 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 34 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 service to be offered to the public, and exercise control and discretion over its organization and operations. It is also the exclusive right of the County to direct its employees, take disciplinary action for proper cause, relieve its employees from duty, effect work furloughs or any other alternatives because of lack of work or for other legitimate reasons, and determine the methods, means and personnel by which the County's operations are to be conducted; provided, however, that the exercise of such rights does not preclude employees or their representatives from conferring or raising grievances about the practical consequences that decisions on these matters may have on wages, hours and other terms and conditions of employment.

ARTICLE 35 CONTRACTING OUT AND TRANSFER OF FUNCTIONS

In the event the County enters into any agreement with another public employer or private entity which involves the transfer of functions now being performed by employees in this representation unit or the law provides for the transfer of functions now being performed by employees in this unit to another public or private agency, the County will advise such public or private entity of the existence and terms of this Memorandum of Understanding and will immediately advise the Union of such agreement or law. In addition, the County will consult with the employer absorbing a County function to encourage utilization of affected employees by the new employer. When a Request for Proposal or other contract solicitation documents are approved and issued, the Employee Relations Division of the Chief Executive Office will arrange to meet with representatives of the Union to advise them of this action within five (5) business days and to consult.

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. It is understood and agreed that Management shall have no obligation to negotiate the decision of any reorganization by the County during the life of this agreement. Management acknowledges an obligation to negotiate the impact on wages, hours and working conditions of the employees in this bargaining unit insofar, as such subjects have not already been negotiated.

ARTICLE 36 PROVISIONS OF LAW

It is understood and agreed that this Memorandum of Understanding is subject to all current and future applicable Federal, State, and County laws and 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 provisions of Federal, State, or County laws, rules and 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 or regulations, and the remainder of this Memorandum of Understanding shall not be affected thereby.

ARTICLE 37 AUTHORIZED AGENTS

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

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

B. AFSCME, Local 3511's principal authorized agent shall be:

President, AFSCME Local 3511 AFSCME, AFL-CIO (address: 514 Shatto Place, Los Angeles, California 90020, Telephone: (213) 487-9887).

ARTICLE 38 DISCIPLINARY ACTION

Prior to disciplinary action involving demotion, the department will give notification to the employee of such action and, upon request of the employee, will furnish copies of any documents or written statements used by the department as a basis for its action.

ARTICLE 39 ALTERNATIVES TO LAYOFFS

Section 1. Board Policy on Work Force Reductions

It is the intent of the parties that during the term of this MOU to comply with the June 21 and April 4, 1995, Board policy on workforce reductions.

If the County determines that workforce reductions are necessary, it will reduce to the greatest extent feasible the planned number of County personnel to be demoted or laid off by:

a) discontinuing non-County contracted temporary personnel (Government Code Section 31000 et seq.) who perform functions comparable to County positions subject to demotion or layoff, and

b) take other action appropriate to mitigate the adverse impact on workforce reductions on permanent employees.

Permanent or temporary County employees laid off will not be replaced by a contract employee.

Section 2. Department of Human Resources

The Department of Human Resources shall coordinate with Departmental management to implement Board Policy on workforce reductions on a County-wide basis and enhance the County's on-going efforts to find alternative placement for employees subject to layoff or demotion due to workforce reductions. Management shall factor in attrition, implement

transfers of qualified employees to available vacancies, recommend to the Board and/or CAO to reduce or discontinue departmental personnel services contracts, and allow voluntary demotions before laying off any members of a bargaining unit.

Section 3. Enhanced Voluntary Time-Off Program

In order to further mitigate the adverse impact of workforce reductions the Department of Human Resources and Chief Executive Office shall coordinate the use of the County's Enhanced Voluntary Time-off program with operating departments.

Section 4. 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.

Section 5. 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 contract employee provided such County employees are qualified to perform the available work.

ARTICLE 40 SPAN OF CONTROL DMH

Section 1.

The Department agrees to cooperate in maintaining adequate and equitable supervision that promotes appropriate guidance, instruction, training, development, monitoring and evaluation for clinical staff.

Section 2. Span of Control Measures

Except as excluded below, employees in this unit shall be limited to providing supervision to employees at no more than three (3) programs and/or locations at any given time. The above locations/program limitations shall not apply to supervisors on the Psychiatric Mobile Response Team and co-located programs assignments to maintain equity in the supervisor to supervise ratios.

Section 3. Span of Control Committee

Within 120 days of Board of Supervisors approval of this MOU, DMH management and CEO Employee Relations agrees to meet with AFSCME Local 3511 and discuss parameters for a full range of supervisory duties, including but not limited to, level of experience, similarity and extent of tasks, supervisory ratios and administrative responsibilities.

The Committee shall include six (6) members from Local 3511.

Representatives from the County Health Agency, DHS, and DPH will be invited to participate in all meetings.

The Committee shall meet twice monthly, unless canceled by mutual agreement.

Section 4.

Should the Committee reach agreement by June 30, 2017, such agreement shall be executed by the parties and submitted to the Board of Supervisors for inclusion in this article. The parties may mutually agree to waive the timeline.

The terms of the Span of Controls Measures in this Article shall not be subject to the grievance process during the term of the Committee.

APPENDIX A

It is the intent of Management to utilize the professional skills and knowledge of Social Workers and Marriage and Family Therapist in a manner that maximizes the use of their scope of practice, professional skills and knowledge. To that end, Management shall make every reasonable effort to provide the appropriate support services to meet patient care needs including support staff and computer access at each program facility or program.

Management and the Union commit to work together to provide a healthy and professional work environment that promotes dignity for all workforce members. Management and the Union are committed to working together to address all complaints in a timely manner.

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

SUPERVISORY PROFESSIONAL SOCIAL WORKERS OF LOS ANGELES COUNTY/AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES

By _____
Marina Martin
Local 3511 President

COUNTY OF LOS ANGELES AUTHORIZED MANAGEMENT REPRESENTATIVES

By _____
Sachi A. Hamai
Chief Executive Officer

TO BE JOINTLY SUBMITTED TO THE BOARD OF SUPERVISORS