MEMORANDUM OF UNDERSTANDING FOR JOINT SUBMISSION TO BOARD OF SUPERVISORS REGARDING THE SUPERVISING REGISTERED NURSES EMPLOYEE REPRESENTATION UNIT

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

BY AND BETWEEN	Authorized Management Representatives (hereinafter referred to as "Management") of the County of Los Angeles (hereinafter referred to as "County")
AND	LOS ANGELES COUNTY EMPLOYEES ASSOCIATION, SEIU, LOCAL 721, CTW, CLC (hereinafter referred to as "Union")

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ARTICLE 1 PURPOSE

It is the purpose of this Memorandum of Understanding to promote and provide for harmonious relations, cooperation and understanding between Management and the employees covered by this Memorandum; to provide an orderly and equitable means of resolving any misunderstandings or differences which may arise under this Memorandum of Understanding; and to set forth the full and entire understanding of the parties reached as a result of good faith negotiations regarding the wages, hours and other terms and conditions of employment of the employees covered by this Memorandum, which understanding the parties intend jointly to submit and recommend for approval and implementation to the County's Board of Supervisors.

ARTICLE 2 RECOGNITION

Section 1.

Pursuant to the provisions of the Employee Relations Ordinance of the County of Los Angeles and applicable State law, Los Angeles County Employees Association, Local 721, SEIU, was certified on May 17, 1974 by County's Employee Relations Commission (Employee Relations Commission File No. R-37-74) as the majority representative of County Employees in the SUPERVISING REGISTERED NURSES Services Employee Representation Unit (hereinafter "Unit") previously found to be appropriate by said Employee Relations Commission. The Los Angeles County Employee Relations Commission adopted an Amendment of Certification on February 26, 2007 transferring representational responsibilities to SEIU Local 721 for bargaining units formerly represented by SEIU Local 721 and SEIU Local 535.

Management hereby recognizes, Local 721, SEIU, as the certified majority representative of the employees in said Unit. The term "employee" or "employees" as used herein shall refer only to employees employed by County in said Unit in the employee classifications comprising said Unit as listed in the Salaries Article, as well as such classes as may be added hereafter by the Employee Relations Commission.

Section 2. Exclusive Recognition

Management agrees that it shall recognize Local 721, SEIU, as the exclusive representative of the employees in said Unit when County rules, regulations or laws are amended and Local 721, SEIU, has shown it has met the requirements of any such new rules.

ARTICLE 3 IMPLEMENTATION

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

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

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

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

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

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

ARTICLE 4 AUTHORIZED AGENTS

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

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

B. The Local 721, SEIU principal authorized agent shall be the Executive Director, or his/her duly authorized representative (Address: 500 South Virgil Avenue, Los Angeles, California 90020; Telephone: (213) 368-8660).

ARTICLE 5 OBLIGATION TO SUPPORT

The parties agree that subsequent to the execution of this Memorandum of Understanding and during the period of time said Memorandum is pending before the Board of Supervisors for action, neither Local 721, SEIU, nor Management, nor their authorized representatives, will appear before the Board of Supervisors or meet with members of the Board of Supervisors individually to advocate any amendment, addition or deletion to the terms and conditions of this Memorandum of Understanding. It is further understood that this Article shall not preclude the parties from appearing before the Board of Supervisors nor meeting with individual members of the Board of Supervisors to advocate or urge the adoption and approval of this Memorandum of Understanding in its entirety.

ARTICLE 6 NON-DISCRIMINATION

The parties mutually recognize and agree fully to protect the rights of all employees covered hereby to join and participate in the activities of Local 721, SEIU and all other rights in the Employee Relations Ordinance and Government Code, Sections 3500 through 3511.

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

ARTICLE 7 TERM

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

ARTICLE 8 RENEGOTIATION

Section 1. Calendar for Negotiations

In the event either party hereto desires to negotiate the provisions of a successor Memorandum of Understanding, such party shall serve upon the other its written request to commence negotiations as well as its initial written proposals for such successor Memorandum of Understanding, during the period of May 15 to May 31, 2011.

Negotiations shall begin no later than June 15, 2011. If full and entire agreement on the terms of a successor Memorandum of Understanding is not reached by July 31, 2011, an impasse shall be automatically declared on those issues which remain in dispute unless the parties mutually agree to continue negotiations.

ARTICLE 9 WORK RELEASE FOR NEGOTIATIONS

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

The Chief Executive Office/Employee Relations Division will meet and consult with SEIU Local 721 thirty (30) calendar days prior to the commencement of negotiations for the purpose of obtaining information to ensure the release of a reasonable number of departmental employee representatives to attend and participate in successor contract negotiations.

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

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

SEIU Local 721 shall provide a final list containing the names and departments for bargaining committee members (regular members and alternates) to the Chief Executive Office/Employee Relations Division at least thirty (30) days prior to the commencement of negotiations.

ARTICLE 10 COORDINATED BARGAINING

The parties agree that coordinated bargaining shall take place between the County and SEIU's Local 721 Bargaining Policy Committee. Such bargaining shall include general salary movement, employee benefits, term and common language provisions. Common language provisions shall be included in the individual unit MOUs.

Individual unit tables will continue to bargain economic matters including special pay practices, bonuses, recruitment and retention adjustments, step increases, differentials, and other compensation unique to their MOU's. Individual unit tables will also continue to bargain operational issues such as transfers, caseloads, training and other matters which are unique to their MOU's.

The parties agree that the Fringe Benefits MOU will continue to be bargained between the County and SEIU's Local 721 Bargaining Policy Committee.

ARTICLE 11 GRIEVANCE PROCEDURE

Section 1. Purpose

The purpose of the grievance procedure is to provide a just and equitable method for the resolution of grievances without discrimination, coercion, restraint, or reprisal against any employee or employees who may submit or be involved in a grievance.

Section 2. Definitions

1. Wherever used the term "employee" means either employee or employees as appropriate.

2. "Grievance" means a complaint by an employee concerning the interpretation or application of the provisions of this Memorandum of Understanding or of rules and regulations governing personnel practices or working conditions, which complaint has not been resolved satisfactorily in an informal manner between an employee and his/her immediate supervisor.

   A group grievance is a common complaint by a number of employees within the department or a unit thereof.

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

Section 3. Responsibilities

1. Local 721, SEIU, agrees to encourage an employee to discuss his/her complaint with his/her immediate supervisor. The immediate supervisor will, upon request of an employee, discuss the employee's complaint with him/her at a mutually satisfactory time.

2. Departmental Management has the responsibility to:

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

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

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

Section 4. Waivers and Time Limits

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

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

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

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

Section 5. Employee Rights and Restrictions

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

   Subject to mutual agreement, considering the nature and complexity of the grievance, an employee may have additional representative(s).

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

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

his/her supervisor reasonable advance notice to ensure that his/her absence will not unduly interfere with Departmental operations.

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

Section 6. The Parties' Rights and Restrictions

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

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

3. Management shall notify Local 721, SEIU of any grievance involving the terms and conditions of this Memorandum of Understanding.

4. The Local 721, SEIU, representative has the exclusive right to represent employees at any formal grievance meeting concerning a grievance that directly involves the interpretation or application of the specific terms and provisions of the Memorandum of Understanding.

5. If the Local 721, SEIU representative elects to attend any formal grievance meeting, he/she must inform departmental Management prior to such meeting. The department may also designate a Management representative to be present at such meeting.

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

Section 7. Procedures

Level 1. Supervisor

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

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

Level 2. Middle Management

A. Within ten (10) business days from his/her receipt of the supervisor's written decision and using the returned original copy of the grievance form, the employee may appeal to the appropriate level of Management as previously indicated by the employee's Department Head. The Department Head has the authority to waive the middle Management level if such a level is not appropriate because of the size of his/her department.

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

B. Within ten (10) business days from receipt of the grievance, the middle Management representative shall give a written decision and the reasons therefore to the employee using the original copy of the grievance. Upon request, a copy of the decision will be given to the Union Representative.

Level 3. Department Head

A. Within ten (10) business days from his/her receipt of the decision resulting from the previous level, the employee may appeal to the Department Head using the original copy of the grievance.

B. Within ten (10) business days from the receipt of the employee's grievance, the Department Head or his/her designated representative who has not been involved in the grievance in prior levels shall make a thorough review of the grievance, meet with the

parties involved and give a written decision and the reasons therefore to the employee and the Union representative. However, the Department Head or designate is not limited to denying a grievance for the reasons stated at any previous level in the procedure. Upon request, a copy of the decision will be given to the Union representative.

C. If the Department Head or his/her designated representative fails to give a decision within the specified time limit, the Union shall have the option of referring a grievance alleging a violation of the negotiated agreement between the parties to arbitration.

D. On matters that are not subject to arbitration pursuant to Section 8 hereafter, the written decision of the Department Head or his/her designated representative shall be final.

Section 8. Arbitration

1. Within thirty (30) business days from the receipt of the written decision of the Department Head, or his/her designated representative, Local 721, SEIU, may request that the grievance be submitted to arbitration as provided for hereinafter.

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

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

B. The interpretation, application, merits, or legality of any or all of the County of Los Angeles Civil Service Rules, nor matters under the jurisdiction of the Civil Service Commission for which said Commission has established procedures or processes by which employees or employee organizations may appeal to, or request review by, said Civil Service Commission, including, but not limited to, discharges, reductions, and discrimination.

C. The interpretation, application, merits or legality of the rules or regulations of the Department Head, the Chief 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. Management shall notify the Union within fifteen (15) business days prior to hearing if it intends to argue arbitrability. Both parties reserve the right to challenge a Commission decision in other forums.

3. In the event Local 721, SEIU desires to request that a grievance, which meets the requirement of Paragraph 2 hereof, be submitted to arbitration, it shall within the time requirements set forth above send a written request to County's Employee Relations Commission, with a copy thereof simultaneously transmitted to County's Chief Executive Officer and to the County Department Head or Officer affected. The written request shall set forth the specific issue or issues still unresolved through the grievance procedure and which are to be submitted to arbitration.

4. The parties shall select a mutually acceptable arbitrator and request the Employee Relations Commission to appoint him/her pursuant to their applicable rules and regulations. If the parties cannot agree on an arbitrator, they shall notify the Employee Relations Commission and request that they provide the parties with a list of five names from which the parties will attempt to mutually select an arbitrator. If the parties cannot mutually agree upon an arbitrator from the lists of arbitrators provided by the Employee Relations Commission, they will select an arbitrator

through an alternate striking of names from that list. The party to strike the first name will be determined by chance.

5. Arbitration of a grievance hereunder shall be limited to the formal grievance as originally filed by the employee to the extent that said grievance has not been satisfactorily resolved. Arbitration hereunder shall be conducted in accordance with applicable rules and procedures adopted or specified by County's Employee Relations Commission, unless the parties hereto mutually agree to other rules or procedures for the conduct of such arbitration. The fees and expenses of the arbitrator shall be shared equally by the parties involved, it being understood and agreed that all other expenses including, but not limited to, fees for witnesses, transcripts, and similar costs incurred by the parties during such arbitration, will be the responsibility of the individual party involved.

6. Prior to a hearing by an arbitrator, a representative of the County and the Union shall meet and prepare a submission statement setting forth the issue(s) to be determined which shall be submitted to the arbitrator. In the event the County and the Union cannot jointly agree on a submission statement, then at the hearing, each party shall present to the arbitrator, its own submission statement in which case the arbitrator shall determine the issue(s) to be resolved.

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

8. The decision of the arbitrator shall be binding upon the Union. To the extent the decision and award of the arbitrator does not require legislative action by the Board of Supervisors, such decision and award shall be binding upon the County. If within sixty (60) days of receiving notice of a decision and award requiring legislative action by the Board of Supervisors, such legislative action is not taken, the arbitrator's decision and award shall have no force or effect whatsoever. The Union may then resort to a court of competent jurisdiction to pursue whatever other legal remedies are available to it under the provisions of this Memorandum of Understanding.

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

Purpose

Recognition

Non-Discrimination

Implementation

Term

Renegotiation

Safety and Health

Payroll Deductions and Dues

Authorized Agents

Provisions of Law

Workplace Retraining

New Employee Orientation

ARTICLE 12 GRIEVANCE MEDIATION

1. This procedure is an alternate dispute resolution and does not supersede the provision of Article11, Grievance Procedure.

2. Only those grievances which meet the requirements for submission to arbitration pursuant to Article11, Section 8, can be submitted to grievance mediation. Both Local 721 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 721 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 721, and the grievant. The final agreement shall be binding on all parties. Final agreements reached by the parties shall not be published or precedent setting in any other dispute.

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

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

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

ARTICLE 13 GRIEVANCES - GENERAL IN CHARACTER

In order to provide an effective mechanism whereby disagreements between Local 721, SEIU and Management concerning the interpretation or application of any of the provisions of this Memorandum of Understanding affecting the rights of the parties or the working conditions of a significantly large number of employees in the unit may be effectively resolved, the following procedures are agreed upon:

A. Where Local 721, SEIU, has reason to believe that Management is not correctly interpreting or applying any of the provisions of this Memorandum of Understanding, Local 721, SEIU, may request in writing that a meeting be held with the authorized representatives of the County who have authority to make effective recommendations for the resolution of the matter with copies to the Department Heads involved and to the Chief Executive Officer. Such written request shall be submitted within thirty (30) business days from the occurrence of the matter on which a complaint is based or within thirty (30) business days from the knowledge of such occurrence and shall set forth in detail the facts giving rise to the request for the meeting and shall set forth the proposed resolution sought.

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

B. Within ten (10) business days of such meeting, and in the event the matter is not satisfactorily resolved, Local 721, SEIU, shall have the right to meet with

the principal representative(s) of the County who have the authority to resolve the matter. For purposes of this provision, Management's principal representative(s) shall mean the County Department Heads who have authority to resolve the matter or their authorized representatives, including the Chief Executive Officer or his/her authorized representative.

C. Within ten (10) business days after the meeting, Management's principal representative(s) shall respond to Local 721, SEIU, in writing, setting forth Management's decision and reasons therefore.

D. Within ten (10) business days from receipt of Management's written decision, if the matter is not satisfactorily resolved, and if the disagreement meets the requirements of Section 8, Subsection 2 of Article 11 the disagreement may be submitted to arbitration in accordance with the provisions of Section 8 of Article 11 of this Memorandum of Understanding.

It is further understood that this Article is not intended as a substitute or alternative for the grievance procedures set forth in Article 11 of this Memorandum of Understanding. Instead, this article is intended to provide a procedure to resolve disagreements affecting the rights of the parties or disagreements arising from the application of the terms of this Memorandum of Understanding affecting the working conditions of a significantly large number of employees in the unit, as distinguished from the rights of individual employees.

Accordingly, the parties agree that the procedures set forth herein shall not be implemented where the dispute or complaint involved is or could be effectively brought by an employee or employees, and otherwise processed through the grievance procedures set forth in Article 11 hereof.

ARTICLE 14 EXPEDITED ARBITRATION

1. This is an alternate to the procedure set forth in Section 8, Arbitration, of Article11, Grievance Procedure and will only be utilized upon mutual written agreement of the parties.

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

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

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

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

or processes by which employees or employee organizations may appeal to, or request review by, said Civil Service Commission, including, but not limited to, discharges, reductions, and discrimination.

C. The interpretation, application, merits or legality of the rules or regulations of the Department Head, the Chief 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.

4. It is agreed that representatives of the Chief Executive Office, Employee Relations Division, and Local 721, SEIU, will meet and attempt to implement the procedure within sixty (60) business days from the implementation date of this Memorandum of Understanding.

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

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

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

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

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

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

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

10. The decision of the arbitrator shall be binding upon the Union. To the extent the decision and award of the arbitrator does not require legislative action by the Board of Supervisors, such decision and award shall be binding upon the County. If within

sixty (60) days of receiving notice of a decision and award requiring legislative action by the Board of Supervisors, such legislative action is not taken, the arbitrator's decision and award shall have no force or effect whatsoever.

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

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

Purpose

Recognition

Non-Discrimination

Implementation

Term

Renegotiation

Safety and Health

Payroll Deductions and Dues

Authorized Agents

Provisions of Law

Workplace Retraining

New Employee Orientation

ARTICLE 15 PAYROLL DEDUCTIONS AND DUES/AGENCY SHOP

Section 1. Deductions and Dues

It is agreed that Union dues and such other deductions as may be properly requested and lawfully permitted shall be deducted, in accordance with the provisions of applicable State law, monthly by Management from the salary of each employee covered hereby who files with County a written authorization requesting that such deductions be made or who is subject to an automatic Fair Share Fee or Agency Fee deduction pursuant to an agency shop provision.

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

Section 2. Agency Shop Defined

It is mutually agreed by the parties that the term "agency shop" means that every employee represented by this Unit shall, as a condition of continued employment, either join the certified majority representative organization, or pay the organization a Fair Share Fee equal to Union dues or pay an Agency Shop Fee; or pay a sum equal to the 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.

Section 3. Religious Objections

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

Section 4. Agency Shop

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

Section 5. 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 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 6 shall prevail. There can only be one election during the term of this Memorandum of Understanding.

Section 6. Security Clause

Any employees in this unit who have authorized Union dues deductions on the effective date of this Memorandum of Understanding or at any time subsequent to the effective date of this Memorandum of Understanding shall continue to have such dues deduction made by the County during the term of this Memorandum of Understanding; provided, however, that any employee in the Unit may terminate such Union dues during the period August 10 through August 31, 2011, by notifying the Union of their termination of Union dues deduction. Such notification shall be by certified mail and should be in the form of a letter containing the following information: employee name, employee number, job classification, department name and name of Union from which dues deductions are to be cancelled. 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 7. 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 Memorandum of Understanding is in effect.

Section 8. Implementation

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

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

Section 9. List of New Employees/Separations

The County will furnish the Union with a monthly list of new employees/separations at the cost established by the Auditor-Controller for processing and photocopying documents. The list shall contain the name, employee number, date of hire into the Unit, item step, salary rate, classification, title, item number, item sub, work location, latest hire date and job appointment date of all employees who enter the Bargaining Unit and who are covered by this Memorandum of Understanding. Such list shall include new hires, and employees promoted, demoted or transferred into the Bargaining Unit. The monthly list shall also contain information which includes the names and effective dates of employees leaving this Bargaining Unit.

Section 10. Indemnification Clause

The Union agrees to indemnify and hold the County of Los Angeles harmless from any liabilities of any nature which may arise as a result of the application of the provisions of this Article.

ARTICLE 16 NEW EMPLOYEE ORIENTATION

Subject to prior approval of the Department Head, SEIU Local 721 representatives shall be notified of and participate in new employee orientation on County time for the sole purpose of providing employees information regarding SEIU Local 721 Union membership.

This Article shall be subject to advisory arbitration.

ARTICLE 17 MANAGEMENT RIGHTS

It is the exclusive right of the County to determine the mission of each of its constituent departments, boards, and commissions, set standards of services to be offered to the public, and exercise control and discretion over its organization and operations. It is also the exclusive right of the County to direct its employees, take disciplinary action for proper cause, relieve its employees from duty because of lack of work or for other legitimate reasons, determine the methods, means and personnel by which the County's operations are to be conducted, to reorganize any county department during the term of this agreement; however, Management shall at the earliest time possible meet and confer with the Union on the impact of any decision to reorganize when such issues are not covered by Civil Service rules or Memoranda of Understanding; provided, however, that the exercise of such rights does not preclude employees or their representatives from conferring or raising grievances about the practical consequences that decisions on these matters may have on wages, hours and other terms and conditions of employment.

ARTICLE 18 FULL UNDERSTANDING, MODIFICATIONS, WAIVER

Section 1.

It is intended that this Memorandum of Understanding sets forth the full and entire understanding of the parties regarding the matters set forth herein, and any other prior or existing understanding or agreements by the parties, whether formal or informal, regarding any such matters are hereby superseded or terminated in their entirety. It is agreed and understood that each party hereto voluntarily and unqualifiedly waives its right, and agrees that the other shall not be required, to negotiate with respect to any subject or matter covered herein.

With respect to other matters within the scope of negotiations, negotiations may be required during the term of this agreement as provided in Section 2 of this Article.

Section 2.

It is understood and agreed that the provisions of this Section are intended to apply only to matters which are not specifically covered in this agreement.

It is recognized that during the term of this agreement it may be necessary for Management to make changes in rules or procedures affecting the employees in the Unit.

Where Management finds it necessary to make such change it shall notify the Union indicating the proposed change prior to its implementation.

Where such change would significantly affect the working conditions of a significantly large number of employees in the Unit; where the subject matter of the change is subject to negotiations pursuant to the Employee Relations Ordinance and where the Union requests to negotiate with Management, the parties shall expeditiously undertake negotiations regarding the effect the change would have on the employees in the Unit.

The phrase "significantly large number" shall mean (a) a majority of the employees in the Unit, (b) all the employees within a department in the Unit, or (c) all of the employees within a readily identifiable occupation such as Stenographer or Truck Driver.

Any agreement, resulting from such negotiations shall be executed in writing by all parties hereto, and if required, approved and implemented by County's Board of Supervisors. If the parties are in disagreement as to whether any proposed change is within the scope of negotiations, such disagreement may be submitted to the Employee Relations Commission for resolution.

In the event negotiations on the proposed change are undertaken, any impasse which arises may be submitted as an impasse to the Employee Relations Commission.

Section 3.

Nothing herein shall limit the authority of Management to make necessary changes required during emergencies. However, Management shall notify the Union of such changes as soon as practicable. Such emergency assignments shall not extend beyond

the period of the emergency. "Emergency" is defined as an unforeseen circumstance requiring immediate implementation of the change.

Section 4.

Where Management makes any changes in working conditions because of the requirements of law, including ordinances adopted by the Board of Supervisors, the County shall not be required to negotiate the matter or manner of compliance with such law where the manner of compliance is specified by such law.

Section 5.

The waiver of any breach, term or condition of this Memorandum of Understanding by either party shall not constitute a precedent in the future enforcement of all its terms and provisions.

ARTICLE 19 PROVISIONS OF LAW

It is understood and agreed that this Memorandum of Understanding is subject to all current and future applicable Federal, State and County laws; Federal and State regulations; the Charter of the County of Los Angeles, and any lawful rules and regulations enacted by County's Civil Service Commission, Employee Relations Commission, or similar independent commissions of the County. If any part or provision of this Memorandum of Understanding is in conflict or inconsistent with such applicable laws, rules or regulations, or is otherwise held to be invalid or unenforceable by any tribunal of competent jurisdiction, such part or provision shall be suspended and superseded by such applicable law, regulations, or rules, and the remainder of this Memorandum of Understanding shall not be affected thereby.

ARTICLE 20 CONTRACTING OUT AND TRANSFER OF FUNCTIONS

In the event the County enters into any agreement with another public employer or private entity which involves the transfer of functions now being performed by employees in this representation Unit or the law provides for the transfer of functions now being performed by employees in this Unit to another public or private agency, the County will advise such public or private entity of the existence and terms of this Memorandum of Understanding and will immediately advise the Union of such agreement or law. In addition, the County will consult with the employer absorbing a County function to encourage utilization of affected employees by the new employer.

Prior to the release of a Request for Proposal (RFP) the Department shall provide a copy of the RFP to SEIU Local 721 and in coordination with the Chief Executive Office Employee Relations Division offer to meet and consult with the Union within ten (10) business days.

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

ARTICLE 21 STRIKES AND LOCKOUTS

During the life of this agreement no work stoppages, strikes, slowdowns, or picketing shall be caused or sanctioned by the Union, and no lockouts shall be made by the County.

In the event any employees covered by this agreement, individually or collectively, violate the provisions of this Article and the Union fails to exercise good faith in halting the work interruption, the Union and the employees involved shall be deemed in violation of this Article and the County shall be entitled to seek all remedies available to it under applicable law.

ARTICLE 22 ALTERNATIVES TO LAYOFFS

Section 1. Board Policy on Work Force Reductions

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

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

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

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

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

Section 2. Department of Human Resources

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

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

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

The Department of Human Resources and Department Management shall implement a program which will match employees scheduled to be laid off with departments who are hiring workers.

Section 3. Civil Service Rules

Nothing in Section 1 and 2 of this Article shall limit the Director of Human Resources or the appointing authority's discretion to implement layoffs pursuant to Civil Service Rules.

Section 4. Proposition A Contracts

Where permanent employees in this Unit have received a notice of layoff, or are on a County re-employment list, the Department of Human Resources and Department Management will make every reasonable effort to place or, if laid off, rehire such employees prior to using any new Proposition A contract employee provided such County employees are qualified to perform the available work.

Nothing in Section 4 has any impact on Proposition A contracts in effect on October 1, 1993. New Proposition A Contracts do not include Proposition A contract renewals, extensions, or rebids of existing Proposition A contracts.

Section 5. Notice Provisions for Layoffs and Demotions

To the greatest extent feasible the Department of Human Resources and/or Department Management will give ten (10) business days notice prior to any layoff, demotion, or involuntary transfer of a permanent County employee.

ARTICLE 23 EMPLOYEE BENEFITS

The parties agree that the provisions of the Memoranda of Understanding regarding Fringe Benefits, Mileage and Retirement between the County of Los Angeles and SEIU, Local 721, in effect during the term of this agreement shall apply to employees in this Unit.

ARTICLE 24 ASSIGNMENT OF ADDITIONAL RESPONSIBILITIES

Any permanent, full-time employee shall be entitled to additional compensation equivalent to two standard salary schedules for the performance of additional responsibilities of a higher level which are assigned or approved by the Department Head or designated Management representative and approved by the Chief Executive Office.

Within ten (10) business days, the Department shall notify an employee in writing of the approval or denial of his/her written request for the additional responsibilities bonus.

To qualify for this additional compensation, a full-time, permanent employee must either perform significant duties of a higher level class or be assigned a special project or assignment which requires the performance of additional duties and carries additional responsibilities beyond those typically assigned to the employee's class. The assignment of additional duties normally performed by incumbents of the employee's class shall not qualify for this additional compensation.

This additional compensation shall begin on the first day the additional responsibilities are assigned by Management and performed by the employee and shall end on the day the additional responsibilities are no longer performed. Management shall notify the employee of the termination of any assignment for which he or she qualifies for the additional responsibilities bonus.

In no event shall an employee receive compensation pursuant to this Section and receive the out-of-class bonus pursuant to Article 25 for the same assignment.

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

ARTICLE 25 OUT-OF-CLASS ASSIGNMENTS

Section 1. Definition

A. For the purpose of this Article, an out-of-class assignment is the full-time performance of all the significant duties of an allocated vacant*, funded position in one class by an individual in another class.

B. The amount of the bonus shall be two standard salary schedules and shall not constitute a base rate. When a class is compensated on a flat rate, the amount of the bonus shall not exceed 5% of the base rate. Where the difference between rates of the employee=s class and the out-of-class assignment is less than the above bonus, the employee shall receive the rate for the higher class. This bonus is paid pursuant to the conditions described below.

Section 2. Conditions

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

appoint the employee according to Civil Service Rules. If the person is appointed within thirty (30) calendar days from the date of request for relief, no bonus under this article is to be paid;

*For the purpose of this article, vacancies due to leaves of absence shall be defined as in County code Section 6.20.110.

return the employee to an assignment in his/her own class. If such return is made within thirty (30) calendar days of the request for relief, no bonus under this article is to be paid; or

pay the employee the bonus. The bonus is paid from the date of request for relief, and terminates when the conditions of this article are no longer met.

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

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

Section 3. Special Provisions

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

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

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

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

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

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

ARTICLE 26 POSITION CLASSIFICATION STUDY

Section 1. Definition and Authority

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

Section 2. Intent

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

Section 3. Procedures

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

Section 4. Acknowledgment and Follow-Up Reports

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

The County agrees to provide Local 721 notice and consult pursuant to County Code Section 5.04.090 (A) regarding new classifications, the primary duties of which are derived from Local 721 represented classifications. Further, subject to approval of said new classifications by the Board of Supervisors, and upon accretion of said classes to the appropriate bargaining unit, upon the request of Local 721, the parties agree to negotiate and recommend proposed salaries to the Board of Supervisors for approval. Nothing in this paragraph shall limit Management's authority to classify or reclassify County positions pursuant to Civil Service Rule 5, Classification.

ARTICLE 27 PERSONNEL FILES

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

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

The employee may file a grievance regarding any such document within the prescribed time limits of the grievance procedure. If the employee fails to file a grievance within the designated time limits, the document becomes part of the official file. If the employee does file a grievance within the designated time limits, said document shall not be placed in the official file nor referenced in any Performance Evaluation or Appraisal of Promotability until the grievance procedure or civil service appeal rights have been exhausted. Grievances filed under this provision shall not be subject to the Arbitration provisions of the Grievance Procedure unless they involve violation of a specific provision of this agreement.

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

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

An employee on reviewing his/her personnel file, may request and have any written warnings or reprimand(s) issued more than two (2) years prior removed from his/her personnel file except as such may be a part of an official permanent record.

ARTICLE 28 LEAVES OF ABSENCE

Section 1. Medical Leave

Pursuant to applicable provisions of the Civil Service Rules, County Code, and other law, medical leaves of absence will be granted by the employee's Department Head upon request only upon submission of a doctor's certificate or other satisfactory medical evidence of the employee's need for such leave.

Section 2. Educational Leave

Pursuant to applicable provisions of the Civil Service Rules, and subject to the staffing needs of the department, educational leaves will be granted to permanent employees upon presentation of a plan for schooling designed to improve the employee's value to the County, and evidence of acceptance by an accredited college or university.

Section 3. Pregnancy Leave

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

The parties further agree that upon commencement of an authorized pregnancy leave of absence, any full-time permanent employee disabled as a result of pregnancy, which

disability prevents her from performing the duties of her position as certified by her primary care giver (physician, nurse practitioner or nurse mid-wife), may use sick leave benefits for which she is otherwise eligible in the same manner as for any other disability resulting from sickness or injury. Additionally, the employee may use accrued vacation, holiday or compensatory time when on an authorized pregnancy leave of absence during such period of disability.

Section 4. Employee Organization Leave

Local 721, SEIU requests for employee organizational leave for at least thirty (30) calendar days or more, shall be made in writing to the CEO/Employee Relations Division and to the affected Department at least ten (10) business days in advance of the leave. Local 721, SEIU may not have more than ten (10) employees in the Bargaining Unit on leave of absence to accept employment with Local 721, SEIU. These leaves are subject to the Civil Service Rules.

The employee must have a minimum of one (1) year's continuous employment with the County. The requested leave shall only be granted if the prime reasons for the leave shall be to conduct Local 721, SEIU business as it is related to County functions. The leave shall be without County pay or benefits of any kind. In no case shall an individual employee's leave extend beyond a year. Except by mutual agreement, no more than one (1) employee shall be on such leave from any given department.

Section 5. Family Leave

A. The parties agree that employees covered by this Memorandum of Understanding are subject to the provisions of the 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. An employee shall be entitled to file a grievance for violation of the provisions of this Article in addition to the rights provided by law.

Section 6. Jury Duty and Witness Leave

During the time an employee is actually reporting to the court for jury duty and following receipt of "Certificate of Jury Service" (Jury Form 4), the Department Head or his/her designate will convert the employee's usual shift to a regular five-day Monday through Friday day-shift basis.

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

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

ARTICLE 29 ENHANCED VOLUNTARY TIME-OFF PROGRAM

Program Description:

EVTO is a special temporary program through which employees may individually volunteer to help reduce County Expenditures during periods of budgetary shortfall by taking one or more unpaid leaves of absence without the full loss of benefits usually associated with unpaid leave. This program will assist in achieving budgetary savings without significant adverse impact on critical public services.

Program Requirements:

The EVTO program includes the following elements and requirements:

-- Implementation of the provisions of the Enhanced Voluntary Time – Off Program within each Department shall be subject to prior authorization by the Chief Executive Officer.

-- The Chief Executive Officer may establish procedures and issue administrative instructions regarding the operation of the Enhanced Voluntary Time-Off Program.

-- In order to maintain critical public services, all requests by employees for unpaid EVTO leave must be in writing and be approved in advance by the Department Head or his/her designee.

-- During specific times each fiscal year, employees who wish to participate in EVTO will pledge the number of hours to be taken as EVTO. This will assist the departments in determining projected savings.

-- In the event of an industrial injury or unforeseen hardship which significantly impacts an employee's decision to request EVTO, such employee shall be able to rescind or modify his or her EVTO pledge. However, a change or modification in scheduling days off must be approved by department Management.

-- In the event of a County emergency affecting public health or safety, a Department Head may rescind all or part of any EVTO pledge, and require such employee to return to work immediately. Nothing in this paragraph reduces the authority of a Department Head to terminate any leave of absence as described in Civil Service Rule 16.04.

-- An employee may take up to sixty (60) calendar days of EVTO each fiscal year during this program (see below for EVTO after sixty (60) days) with the following benefit guarantees:

  -- EVTO may be taken as sixty (60) or fewer consecutive calendar days; as a reduced work-week schedule (4/36 or other); or as occasional days off with Management approval.

  -- EVTO will not affect flexible benefit plan County contributions, or vacation and sick leave accrual. However, employees may wish to schedule occasional EVTO days to avoid loss of pay for weekend and holiday days.

- -- An employee will receive retirement credit for each month in which the employee has any retirement eligible earnings. In the event the employee's earnings are less than enough to pay the employee contribution to LACERA, the employee may pay the required employee contribution directly to LACERA to receive retirement credit for that month. Such payments shall be made within thirty (30) days following the end of the month in which the contribution was not made.

- -- EVTO will not constitute a break in service and will count towards time in service for step advancement and continuous service date.

-- An employee may take a total of one (1) year of EVTO with the following parameters:

- -- A full year of EVTO will not constitute a break in service and will count towards time in service for step advancement and continuous service date.

- -- After the first sixty (60) days of EVTO, the sixty (60) day EVTO benefit guarantees will not apply.

- -- Retirement service credit will not accrue during this period.

-- FLSA Non-exempt employees may request EVTO in increments as little as one hour.

-- FLSA Exempt employees must request EVTO in full work day increments.

-- EVTO is granted without requiring employees to first use accumulated vacation and compensatory time-off.

-- EVTO is not available to employees on any other paid or unpaid leave.

-- Department Heads may continue to approve other unpaid leave of absences.

-- If the employee's request is not approved, Management will respond in writing to the employee giving the reason(s) for denial.

-- EVTO will be actively encouraged by Management and Local 721 in order to achieve savings.

Special Unpaid Voluntary Time-Off

(60-Day Program)

Benefits Protected	Benefits Not Protected
Vacation Accrual	Jury Leave
Sick Leave Accrual	Bereavement Leave
Savings and Horizons Plan*	Witness Leave
Flexible Benefit Contributions	Civil Service Examination Leave
Step Advance	Weekend Pay
Retirement Service Credit**	Holiday Pay
Military Leave	

* County matching contributions will continue (unless deferred or suspended) in any month in which the employee contributes to the plan.

** Retirement Service Credit for plans A-D will accrue for any month in which an employee receives retirement eligible earnings and earns sufficient salary to pay employee LACERA contribution, or makes such contribution other than with County earnings.

For Retirement Plan E, service credit will not accrue for any month in which an employee has no retirement eligible earnings.

ARTICLE 30 EMPLOYEE LISTS

Within sixty (60) days from the effective date of this Memorandum of Understanding, Local 721 may request a computer electronic text file of the names, gender, employee numbers, item numbers, item title, item sub., department numbers and pay location of all employees in the Unit. Every reasonable effort shall be made to provide the electronic text file in the format specified by Local 721. Such electronic text file listing may be requested monthly.

Management will make available to each new employee entering the Unit a card furnished by SEIU, Local 721, written as follows:

> SEIU, Local 721, has been certified as your majority representative. SEIU, Local 721 is certified to represent you in negotiations with the County on salaries, hours of work, and conditions of employment.
>
> If you want information, or if you wish to join SEIU, Local 721, call (213) 368-8660 or see your Union Representative where you work.
>
> SEIU Local 721, 500 S. Virgil Avenue, Los Angeles, CA 90020

ARTICLE 31 EMPLOYEE PAYCHECK ERRORS

Section 1. Underpayments

Management will rectify a significant underpayment on the employee's payroll warrant within three (3) calendar days, exclusive of Saturdays, Sundays, and legal holidays, after receipt by the Auditor-Controller of a written request from the affected employee's departmental payroll section. An affected employee's departmental payroll section shall within one (1) business day forward a written request for a corrected or supplemental pay warrant for the affected employee to the Auditor-Controller. An employee shall be deemed to have waived the above indicated time limits, and to have indicated that he/she is willing to accept an adjustment on the following payroll warrant if he/she does not request a corrected or supplemental warrant within two (2) calendar days after receipt of the regular payroll warrant, exclusive of Saturdays, Sundays, and legal holidays.

Corrected or supplemental warrants will be sent by regular County messenger service to the employee's departmental payroll section. In emergencies the departmental payroll section will arrange to have the supplemental or corrected warrant either hand delivered to the employee or picked up by the employee at the Auditor's public counter.

The provisions of this section may be implemented even if the employee cashes the payroll warrant.

Section 2. Overpayments

Management will endeavor to notify the affected employee of an overpayment on the employee's payroll warrant(s) prior to making any deduction to recover any such overpayment from the employee's subsequent payroll warrant(s). Upon request by the affected employee Management will establish a reasonable method of repayment.

County agrees to determine the feasibility of having an affected employee repay an overpayment with accumulated benefits that the employee would be entitled to at termination of employment. County agrees to consult with the Union on this issue within ninety (90) days after implementation of this MOU, in accordance with the Employee Relations Ordinance (5.04.090(A)).

Recovery of more than fifteen percent (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 fifteen percent (15%) per month of disposable income (as defined by State law), except, however, that a mutually agreed-upon acceleration provision may permit faster recovery.

Section 3. Grievances

Any grievances regarding this Article shall be processed beginning with level three (3) of the Grievance Procedure.

Section 4. Notice

In the event an employee incurs a significant underpayment in his/her payroll warrant and it is determined that the underpayment is due to an error on the part of the County, Management agrees, upon a formal written request from the employee, to provide a standardized letter that states the reason(s) the affected employee's payment was late.

Section 5. Garnishments

Management shall notify the affected employee of a garnishment of wages and the amount of percentage to be garnished promptly upon receipt by the County of an order to garnish.

ARTICLE 32 EMPLOYEE PARKING

Section 1. Employee Participation in Regulation XV Plans

The Union recognizes the County's obligation to fulfill employer requirements for traffic reduction under the South Coast Air Quality Management District Regulation XV. It is the Union's intent to assist the County in fulfilling its obligation.

Upon commencement of this MOU, the Union agrees to designate employee representatives at each affected worksite to participate in a Worksite Labor-Management Transportation Committee. The committee shall develop recommendations for new traffic reduction plans or for the enhancement of existing plans at the worksite. Plans are to include development, implementation, and monitoring of progress. Affected worksite is defined as a work location covered by a Parking Plan presented by Management.

Section 2. Union Right to Negotiate Traffic Reduction Plans

Recommendations from worksite Labor-Management Transportation Committees shall be implemented no earlier than October 1, 1994. If, at the end of the one year test period, it is determined that the labor-management parking plan(s) is not effective in meeting the SCAQMD standard for worksite AVR goal, then the County may implement Management proposed plans. If Local 721 wishes to negotiate any such plan it shall notify the County in writing ten (10) business days from receipt of such recommendation. The parties agree to expeditiously undertake such negotiations prior to implementation.

Section 3. Safe and Adequate Parking

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

County Management will make every feasible effort to provide safe and free parking facilities at parking lots nearest the employees work location for evening and night shift personnel.

ARTICLE 33 WORKPLACE RETRAINING

Section 1.

The County agrees to establish a training fund in the amount of $1.5 million in each year of the contract. The Department of Human Resources will administer the training budget that will be dedicated to training and/or retraining employees represented by SEIU Local 721.

Any balance from the Training Fund received from the County for fiscal year 2009-2010 will be forwarded to fiscal year 2010-2011. Any balance from the fiscal year 2011-2012 will be carried over into the next fiscal year. In no event shall the total dollar amount including any balances from any fiscal year (2009-2010, 2010-2011, July 1, 2011 to September 30, 2011) exceed $1.5 million.

The parties agree that the Training Fund and other sources of funding, allocated to the County for SEIU Local 721 members, as applicable, placed in the Training Fund, shall be used to address emerging departmental needs, mitigate workforce reductions, displacement of permanent represented employees, for skills-based training to meet critical department needs and academic-based career development training programs.

Section 2. Solicitation of Funds

The County agrees to work with Local 721 to seek State and/or Federal Funds available to the County to address retraining needs of employees represented by Local 721 adversely impacted as a result of re-engineering/organizational restructuring as ordered by the Board of Supervisors. The County agrees to consult with Local 721 regarding its efforts to obtain

State and Federal funds for displaced workers affected by layoffs and to partner with Local 721 for the joint solicitation of funds as appropriate.

Further, the County agrees to work with Local 721 to seek State and Federal funding for workforce training and career skills enhancement for SEIU Local 721 members. The State and Federal funding received, as approved by the CEO, shall be in addition to the $1.5 million allocated in Section 1.

Section 3.

The Parties agree to create a Joint Labor Management Committee (JLMC), composed of eight (8) members selected by management and eight (8) members selected by Local 721. The JLMC shall operate as a partnership with shared decision-making about participation, selection, development, implementation and evaluation of proposed Training Fund programs commensurate with a Training Implementation Plan (TIP) for each course that shall be submitted to the CEO or designee for approval.

Section 4.

All County paid release time for employees attending training shall be defined by the TIP and subject to approval by the CEO. Participants who successfully complete the training may request a lateral transfer across departments to positions for which they have completed training or are otherwise eligible consistent with County policies. Department of Human Resources will provide appropriate County departments a list of employees who successfully complete each training program for placement consideration.

Section 5.

In fiscal year 2009-2010, a separate fund of $250,000 will be set aside to support program administration and the training of the JLMC in establishing and adopting standards, benchmarks and other metrics to measure the success of Training Fund programs as provided in this article.

Section 6.

A Training Fund Oversight Committee designated by the CEO will meet quarterly to review the work of the JLMC, training programs selected, placement results, effectiveness of the training, expenditures and to ensure that the Training Funds are used to accomplish its primary purpose and objectives. The CEO will designate the composition of the Oversight Committee which will prepare a report and recommendation regarding the training fund.

This Article shall be subject to advisory arbitration.

ARTICLE 34 LOCAL 721 COUNTY-WIDE JOINT LABOR-MANAGEMENT COMMITTEE

The parties agree to establish a Local 721 County-wide Joint Labor-Management Committee to consult in accordance with the Employee Relations Ordinance [5.040.090 (A)] on productivity enhancement, training, bilingual staffing, clerical classification structure, contracting out, child care, and other issues of mutual concern.

The Committee shall be limited to a total of ten (10) members Countywide, unless the parties mutually agree otherwise. Five (5) members shall be appointed by Management and a total of five (5) members representing all Local 721 Units shall be appointed by the Executive Director, Local 721, SEIU.

The committee shall have the authority to develop its own internal procedures, including the scheduling of meetings and use of consultants. Management shall provide pertinent information as provided for under the Employee Relations Ordinance and the Public Records Act.

ARTICLE 35 WORK ACCESS

Authorized Local 721, SEIU representatives shall be given access to work locations during working hours to investigate and process grievances, observe working conditions and post bulletins on bulletin boards. Local 721, SEIU representatives desiring access to a work location hereunder shall state the purpose of the visit and request from the Department Head or his/her designate, authorization for a reasonable amount of time before the intended visit unless the parties mutually agree to waive notice. Local 721, SEIU agrees that its representatives will not purposely interfere with operations of departments or any facility thereof.

Local 721, SEIU, shall give to each Department Head and the Chief Executive Officer of the County of Los Angeles a written list of all authorized representatives, which list shall be kept current by Local 721, SEIU. Access to work locations will only be granted to representatives on the current list.

ARTICLE 36 BULLETIN BOARDS

Section 1.

Management will furnish adequate bulletin board space to Local 721, SEIU, where there are existing bulletin boards for the employees in this Unit and where adequate bulletin board space has not yet been made available. Bulletin board space will be visible and accessible.

The boards shall be used for the following subjects:

A. Local 721, SEIU, recreational, Social and related Local 721, SEIU, news bulletins;

B. Scheduled Local 721, SEIU, meetings;

C. Information concerning Local 721, SEIU, elections or the results thereof;

D. Reports of official business of Local 721, SEIU, including Local 721, SEIU, Newsletters, reports of committees or the Board of Directors; and

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

The designated representative will approve all reasonable requests.

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

Section 2.

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

ARTICLE 37 SAFETY AND HEALTH

Section 1. Parties' Responsibilities

A. Management and the Union mutually agree that safety and health conditions in employment in the County of Los Angeles are subject to the provisions of the Occupational Safety and Health Act of 1970 and the California Occupational Health Act of 1973, the Joint Commission and California Code of Regulations, where applicable.

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

1. Management will provide personal protective equipment (PPE) appropriate to the unit service or department and consistent with the County's safety standards.
2. Employees are advised to notify their supervisors of any and all incidents involving injury or illness.

C. It is Management's intent not to place Registered Nurses in unsafe work situations

which may compromise their health/safety or that of their unborn child.

D. If a hazardous or unsafe condition cannot be satisfactorily remedied by the immediate supervisor, the employee or his representative may submit the matter to the local facility safety officer or the Department Safety Officer, if there is no local safety officer. The names, locations and phone numbers of the local safety officer and the departmental safety officer shall be posted in each facility adjacent to Cal OSHA notices.

E. The Safety Officer will respond within five (5) working days. If the employee or his representative is not satisfied with the response of the Safety Officer, the Union may consult with the Risk Management Branch of the CEO or designee. A representative of such branch shall respond to the Department Head and the Union within ten (10) days. If the Union is not satisfied with the response of the Risk Management Branch of the CEO or designee, the issue may be taken within ten (10) days to arbitration as set forth in Article 9, Grievance Procedure. During these ten (10) days, consultation between the Department Head and the Union will take place, as an attempt to remedy the complaint.

F. In the event an employee is exposed to any infectious/communicable disease or hazardous condition and develops a condition as a direct result of that exposure, the County will be liable under applicable workers' compensation laws.

G. Employees who have been exposed to a communicable disease will be informed within 5 calendar days once the county receives confirmed notice of the communicable disease. Existing facility/departmental Infection Control policies are to be followed as appropriate.

Section 2. First Aid

The Department Safety Officer or appropriate representative will ensure access to first aid at all work facilities.

Section 3. Committees

A. Where health/safety committees exist in the Departments of Health Services, Mental Health and the Sheriff's Department, and the concerns of these committees include nursing health and safety matters, there shall be Registered Nurse representation. The Registered Nurses' Committee in each facility/department where health/safety committees exist will select two (2) Registered Nurses to serve on the committee. Registered Nurses who are appointed to health and safety committees will serve during working hours without loss of compensation, and will receive copies of minutes within thirty (30) working days.

B. The Registered Nurses' Committee may recommend a maximum of two (2) Registered Nurses to serve on the Infection Control Committees where such committees exist in the Departments of Health Services. The Registered Nurses

who are on the Infection Control Committee will serve during working hours without loss of compensation.

C. Countywide health/safety issues shall be discussed at the Countywide Registered Nurses' Committee (Reference, Article 54).

Section 4. Blood Borne Pathogen Exposure

A. Employees in this Unit who are at risk of direct exposure to blood or blood contaminated body fluids shall be entitled to receive Hepatitis B vaccine at no cost.

Management shall provide supplies/equipment and periodic education to ensure implementation of universal precautions as recommended by Centers for Disease Control and Prevention (CDC).

1. Direct care Registered Nurses will be involved in the facility's product evaluation for the selection of safety equipment.

B. Management will create at each department or facility policies which delineate reasonable care in the event an employee is exposed to a communicable disease or hazardous substance on the job. Such policies will be consistent with local, State and Federal health and safety regulations and guidelines.

C. Employees requiring information regarding blood borne pathogen exposure or

related issues may reference/contact any of the facility/department resources: infection control policies and procedures, infection control coordinator, employee/occupational health services, Los Angeles County Department of Public Health, and the Center for Disease Control and Prevention at telephone number 1 (888) 232-3228 or website at www.cdc.gov.

Section 5. Visitor Access

A. Departments of Health Services, Public Health and Mental Health will implement models of controlled visitor access at all patient care facilities. Such models shall include restricted visiting hours as deemed appropriate by facility management. Further, Management will, where possible, restrict visitor/patient access to emergency room triage areas through use of various security methods and/or devices.

B. Where possible, Management will designate separate entrances for employees and secure entrances in a manner that discourages casual use.

C. Management shall provide security to all clinics whose hours extend past sunset while employees are on duty.

Section 6. Critical Incidents Response

The Registered Nurses' Committee at each facility/department shall assist in the development of crisis intervention and non-violent crisis intervention education programs. Registered Nurses will have access to crisis intervention through Department of Mental

Health (213-738-4431), Employee Assistance Program (213-738-4200) or Employee Support Services (Sheriffs Department, 213-738-3500) after experiencing a traumatic event during the course of employment.

Management will allow employees who work in the field to attend management approved personal safety training on County time.

ARTICLE 38 ELECTRONIC HUMAN RESOURCES (E-HR)

Section 1.

The parties understand that the County shall implement a new County-wide payroll/personnel system commonly known as Electronic Human Resources (E-HR) commencing on or after January 1, 2010 through December 31, 2012.

Section 2.

To ensure a timely and efficient transition to the new system, known as Electronic Human Resources (E-HR), the County will make changes to the current system as required. At least 90 calendar days prior to making such changes, the County will notify Local 721, SEIU of any impact the proposed changes may have on wages, hours, or other terms and conditions of employment in writing. If Local 721, SEIU, wishes to negotiate with the County regarding the impact of any such system changes on wages, hours, or other terms and conditions of employment, Local 721, SEIU shall notify the County within 30 calendar days from the receipt of such notice. Negotiations shall commence within 10 working days from receipt of Local 721's demand to negotiate and shall be subject to the provisions as set forth in the Employee Relations Ordinance prior to implementation. However, such negotiations, excluding impasse procedures, shall not exceed 45 days unless mutually agreed by the parties.

Section 3.

The parties recognize that a Joint Labor Management Electronic Human Resources Committee has been established between the County and Local 721, SEIU for the purpose

of meeting and consulting regarding implementation of the new payroll/personnel human resources system (Electronic Human Resources – E-HR) which shall be implemented in phases commencing on or after January 1, 2010 and continuing through to December 31, 2012. The Joint Labor Management Electronic Human Resources committee will meet regularly, but no less than quarterly, regarding any and all proposed changes, prior to implementation.

Section 4.

The Joint Labor Management Electronic Human Resources committee will continue to work collaboratively on implementation of major E-HR system changes in the area of Talent Management (Exams, Applications, Bulletins), Payroll Processing and Accounting (Semi-Monthly Pay, Work Day Rate, Electronic Timesheets) and Personnel (On-line access to view Leave/Benefit balances, check stubs, W2 information and update personal information – such as addresses, emergency contacts) and to jointly develop communication and marketing strategies to inform and educate employees regarding implementation of the new E-HR system changes.

ARTICLE 39 PERSONNEL PRACTICES

The parties agree to establish a Labor-Management Committee to consult on personnel practices. The Committee will consist of five (5) representatives selected by the County and five (5) representatives selected by the Local 721, SEIU. The Chief Executive Officer will designate a representative from CEO/Employee Relations and Department of Human Resources who have authority to resolve issues. The Committee will meet quarterly and consult on County-wide personnel practices including, but not limited to, performance evaluations, appraisals of promotability, grievance, arbitration, appeal processes, and resolution and payment of awards.

ARTICLE 40 STEWARDS

Section 1. Legal Rights of Shop Steward

Management recognizes that Local 721 Shop Stewards are the official on-site representatives of the Union and further acknowledges that no Steward or Alternate shall be discriminated against because of the exercise of their rights and duties under the MOU.

Section 2.

It is agreed by the parties of the Memorandum of Understanding that Local 721, SEIU, may select a reasonable number of stewards for this Unit. Local 721, SEIU shall give to each Department Head a written list of employees from his/her department who have been selected as stewards. This list shall be kept current by Local 721, SEIU.

All Registered Nurses covered hereunder shall have the right, at the Registered Nurse's option to have the Registered Nurse Steward's guidance at any grievance.

Stewards may spend a reasonable amount of time to promptly and expeditiously investigate and process formal grievances, or attend employee orientation meetings, without loss of pay or benefits of any kind. Stewards, when leaving their work locations to transact such investigations or processing, shall first obtain permission from their immediate supervisor and inform the supervisor of the nature of the business. Permission to leave will be granted promptly unless such absence would cause an undue interruption of work. Except, however, denial of permission will automatically constitute an extension of the time equal to the amount of the delay. If such permission cannot be granted promptly

the steward will be immediately informed when time will be made available. Such time will not be more than twenty-four (24) hours, excluding Saturday, Sunday, and holidays, after the time of the steward's request unless otherwise mutually agreed to.

Upon entering a work location, the steward shall inform the cognizant supervisor of the nature of the steward's business.

Permission to leave the job will be granted promptly to the employee involved unless such absence would cause an undue interruption of work.

Except, however, denial of permission will automatically constitute an extension of the time equal to the amount of delay. If the employee cannot be made available, the steward will be immediately informed when the employee will be made available. Such time will not be more than twenty-four (24) hours, excluding Saturday, Sunday, and holidays after the time of the steward's request, unless otherwise mutually agreed to.

Local 721, SEIU agrees that a steward shall not log compensatory time or premium pay time for the time spent performing any function of a steward.

Management will make every reasonable effort not to reassign a steward if there is any other employee in the same classification who meets the specific qualifications of the vacancy.

Management agrees a Registered Nurse Steward will not be transferred, because of his/her activities as a Registered Nurse Steward.

The SEIU, Local 721 President, Vice President, and Chair of the Bargaining Policy Committee will be allowed reasonable time off without loss of pay to perform the responsibilities of his/her position.

ARTICLE 41 DEPARTMENT OF HEALTH SERVICES AND DEPARTMENT OF PUBLIC HEALTH QUALITY AND RESTRUCTURING

Section 1. Labor-Management Meetings on Quality and Restructuring

Regular meetings shall be established between the Union and Departmental Management to address their shared interest in developing collaborative approaches to meeting joint goals. Topics for discussion include, but are not limited to:

- Improving quality standards
- Patient safety lines
- Preparing for and responding to changes under healthcare reform and new healthcare legislation
- Expanding opportunities to enhance and integrate personal/public health
- Achieving operational efficiencies
- Generating new and increased revenue to the respective departments
- Restructuring initiatives

When appropriate, this Labor Management Quality and Restructuring Committee will propose recommendations to the appropriate department based upon the work and findings of the committee.

Participants on this Labor Management Committee will consist of the bargaining chair, or alternate, from each of the DHS and DPH SEIU 721 Bargaining Units, SEIU Local 721 representatives, DHS and DPH operational, clinical or executive representatives and CEO staff.

Upon written request by the Union, Management agrees to meet and confer with the Union on the impact of implementing work rule changes specifically related to restructuring when such matters are not covered by the Memoranda of Understanding or Civil Service Rules. During the term of this agreement, when such work rule changes are implemented, the significant numbers provision of the Full Understanding, Modification and Waiver Article shall not apply to matters subject to restructuring impact negotiations within each department.

Section 2. Staffing

A. The Department of Health Services, and the Department of Public Health and the Union shall make a reasonable attempt to jointly develop recommendations for submission to the Department of Human Resources regarding new classifications and classification changes identified by the Labor Management Quality and Restructuring Committee or otherwise required.If the County determines that a hiring freeze in the Department of Health Services and/or the Department of Public Health is necessary during the term of this MOU, the Union will be provided with a copy of the report given to the Board of Supervisors.

Management agrees to make available to the Union on a quarterly basis, data on the use of registry/agency workers and Position Status Reports for health services units in the Department of Health Services and the Department of Public Health.

B. Labor, DHS and DPH Management recognize that staffing and workload issues are integral to continuing departmental quality and restructuring, meeting regulatory mandates, providing quality patient care and assuring compliance with regulatory requirements.

Labor, DHS and DPH Management agree that the Labor-Management Quality and Restructuring Committee will establish the structure and direction for a joint staffing committee responsible for the development and implementation of staffing plans within the Departments, and provide recommendations for action. This joint process will continue within 30 business days of Board of Supervisor's approval of this MOU.

C. This Section is intended to provide a general structure and process within which the Union and Department of Health Services and/or the Department of Public Health Management can jointly develop creative solutions to the challenges of adequate staffing and patient classification systems and ratios in order to provide quality patient care.

It is not the intent of this language to preclude Management's right to exercise control and discretion over its organization and operations during the term of this agreement.

It is not intended to pre-empt the right of the parties to negotiate specific staffing provisions relevant to individual classes of bargaining units.

D. Civil Service Rules and applicable Board of Supervisors' policies will be applied to employees affected by the Department of Health Services and/or Department of Public Health restructuring plans or similar plans/programs ordered by the Board of Supervisors.

Section 3. Training

A. The parties agree to establish a Labor-Management Training Board composed of twelve (12) members. There will be six (6) Union members and six (6) Management members to administer any funds allocated for the training program. The Training Board will begin meeting by January 31, 2001.

B. Current County employees in the bargaining unit who are negatively impacted by restructuring shall have first priority for placement in a training program funded as a direct result of Department of Health Services and/or Department of Public Health restructuring.

C. Throughout the term of this MOU, employees of the Department of Health Services and/or Department of Public Health who do not receive the Bilingual Bonus pursuant to County Code Section 6.10.140, may, upon request of the employee, enroll in a basic language course other than English offered by the LA Health Care Workforce Development Program. Upon successful completion of the course, each employee shall be issued a certificate.

D. Management shall make every reasonable effort to release employees to attend training offered through the Workforce Development Program. If the program, including clinical rotations, is in an area of critical need such as but not limited to nursing, radiology, health information technology and laboratory, DHS may release participants for up to sixteen hours per week on county time for HCWDP sponsored projects. SEIU Local 721 and DHS and DPH will jointly monitor releases to ensure reasonable access to training.

E. Any employee in a career track workforce development training program, including but not limited to the Healthcare Workforce Development Program may request to be placed on an Irregular 40 hour work schedule, which includes two (2) regular work days release time, as part of their work week during the duration of their training in order to provide them time to attend classes.

F. Employees who graduate from Healthcare Workforce Program career path programs for critically needed acute care classifications, including but not limited to ancillary staffing and nursing shall be able to accept the position with no loss of salary in accordance to County Code.

Section 4. Reassignment/Involuntary Transfer within DHS, DPH

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

B. If the number of employees within a classification expressing a preference for a geographic region exceeds the number of vacancies within the region, then reassignments will be made by County seniority.

C. If there are vacancies to be filled that do not match employee preferences, then employees within that classification will be reassigned using inverse County seniority, unless other transfer/reassignment procedures have already been agreed to in the MOU.

D. Whenever the impacted department has advance knowledge of specific facilities, or job classes that may be subject to reassignment, the department's Human

Resources office shall offer potentially impacted employees the opportunity to submit or amend their Employee Verification Notices.

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

Section 5. Patient Transport Teams (Lift Teams)

The parties agree that it is a mutual goal to reduce industrial injuries resulting from patient lifting and transport. The parties support the establishment of Patient Transport and Patient Lift Teams in Department of Health Services and Department of Public Health facilities and will work together to overcome any economic barriers to implementation. Management will make every effort to ensure that equipment is provided that is in accordance with professional and industry standards for the lifting and transporting of patients.

Upon written request of Local 721, a Joint Labor-Management Work Group shall be convened with the goal of developing a plan for expansion of Patient Transport and/or Patient Lift Teams within the Department of Health Services and the Department of Public Health. The Work Group shall consist of a core of three Labor representatives, three Management representatives, and one representative from the Healthcare Workforce Development Program. An additional two (2) members each from Labor and Management will be added from each healthcare facility where Patient Transport and/or Patient Lift Teams are being formed.

The workgroup shall develop a policy for implementing Patient Transport and Patient Lift teams for healthcare facilities that do not already have established policies. The policy will include the process and procedures, including staffing, for transportation and lift team members to ensure employee safety. Prior to full implementation of the Patient Transport and Lift Teams, all team members will be trained in the provisions of the developed policy.

Section 6. Notification and Response to Disasters and Public Health Emergencies

The Department of Health Services and the Department of Public Health are committed to maintaining a healthful working environment and continuing their compliance in meeting the regulations and guidelines established by the Centers for Disease Control, OSHA, and the Joint Commission.

A. Bioterrorism, Natural and Human-Made Disasters

1. The Department of Health Services and the Department of Public Health have established a Decontamination Response Plan for a variety of disasters. The Department shall notify the union within 60 days of any proposed changes to any currently established decontamination plan. The Departments shall provide all medically necessary treatments to public health disasters, including but not limited to decontamination services and prophylaxis to affected employees.

2. The Department of Health Services and the Department of Public Health shall provide training, educational materials and public health advisories on an ongoing basis to all employees who are assigned to areas that provide direct patient care about the safe response to, including but not limited to, chemical, biological, radiological, and nuclear contamination or disasters. Such training shall be provided on County time.

B. Employee Safety

1. Management will initiate a comprehensive assessment of employee and patient safety in conjunction with CEO Risk Management. Upon completion of this assessment, management shall meet with the union pursuant to County Code Section 5.04.090(A).

2. The County shall develop and implement a policy addressing communicable disease notification, protection and treatment for employees who are assigned to work in health facilities. Related training shall be provided to the employees.

3. The County shall make hand-held personal alarm devices available to employees working in psychiatric inpatient, outpatient and emergency departments in County facilities. The budget for the personal alarms shall not exceed twenty thousand dollars ($20,000). The budget will be used to purchase and maintain alarms, and replace broken or damaged alarms through the term of this MOU. In consultation with the Union, the County

shall develop a plan for distribution and replacement of the alarms.

4. A Code Green Team is defined as Department of Health Services or Department of Public Health responders to violent or extreme patients that warrant intervention. Code Green Teams would be established to aid, when necessary, County security in situations where a multi-person intervention is needed. Under no circumstances will Code Green Teams replace existing security measures in place in county facilities.

   In consultation with SEIU Local 721 and the Committee of Interns and Residents/SEIU, Management will develop a standardized policy addressing the establishment of a Code Green Team in each department facility and on each shift where applicable within 60 business days of Board approval of this MOU. Said policy will address training, team leadership, classification participation and protocols of the Code Green Teams.

5. In the event of an attack on an employee by a patient, or onsite visitor, Management shall assist with making arrangements for medical attention and counseling services.

6. In the event of an emergency relating to biohazards, communicable disease outbreak or other health threat, the Department shall notify employees without delay. The Department shall notify Local 721 and the Committee of

Interns and Residents/SEIU as soon as practicable. Upon request by the Union, the Department shall meet with Local 721 within seven (7) business days to assess the impact on employees and appropriate responses and/or corrective measures.

Section 7. Sale or Transfer

The County agrees in the event of a sale or transfer of a facility the County shall give the Union as much notice as possible of any intended sale or transfer.

Section 8. Patient Care Committee

The County and the Union agree that quality patient care and an appropriate working environment require adequate and safe staffing and that staffing levels within all departments vary with census acuity, shifts, the specialization of various areas, changes in the specialization of the units, structural changes in delivery of patient services and qualitative changes in average acuity.

Within 90 days of the Board of Supervisor's approval of this MOU, the parties will establish a task force to consult on the development of a Patient Care Committee(s) within DHS and DPH. The task force will work collaboratively to develop the role of the Patient Care Committee(s) as it relates to issues including but not limited to best practices regarding quality patient care and dispute resolution. The task force will consist of a maximum of 8 members representing SEIU Local 721 and a maximum of 8 members from the county, including a representative from the Chief Executive Office/Employee Relations Division.

Section 9. DHS Competency Testing

The parties agree that competency testing serves the best interests of promoting a workforce that is best equipped to provide quality patient care.

As such, DHS and SEIU Local 721 shall meet about the following matters related to employee competency testing:

- Testing Methodology such as written, skills, or other
- Study methodology such as study guides and practice skills labs
- Study time and remediation

SEIU Local 721 representatives shall be allowed access to employees near the testing site. DHS Management will provide the Union with information regarding competency test results by classification and/or clinical discipline whichever is appropriate.

ARTICLE 42 DEPARTMENT OF MENTAL HEALTH TRANSFORMATION

The Department of Mental Health and Local 721 are committed to a collaborative joint labor-management approach to provide ways of improving services provided by the department. Examples include improved quality of care, greater consumer satisfaction, improved recruitment and retention of employees, improved efficiency and increased revenue as well as a safe and healthful working environment for departmental employees.

To achieve these goals the parties agree to the following:

Mental Health Transformation Committee

Local 721 and the Department of Mental Health will continue a labor-management Mental Health Transformation Committee to review the departmental transformation and make recommendations to the Department of Mental Health (DMH) management.

The committee's mission is to review the impact on employees resulting from the department's transformation plan, and to develop recommendations to management regarding employee impact. In order to make meetings effective DMH management will notify Local 721 of any proposed changes to DMH services regarding transformation before its implementation.

The committee will have fifteen (15) Local 721 employee representatives. Management team will include CEO representation. By mutual agreement, guests may attend to discuss specific subjects. The committee will meet once a month, at a time and place to be determined by the committee.

Management agrees to refer new classifications or classification changes resulting from the transformation to the Local 721 Classification Committee for review.

Pursuant to the County's Employee Relations Ordinance, upon written request by the Union, Management agrees to meet and confer with the union on the impact of implementing work rule changes specifically related to DMH's transformation when such matters are not covered by Memoranda of Understanding, Civil Service Rules, or other laws, regulations, or agreements between the parties.

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

Workplace Safety

The Department of Mental Health will make every reasonable effort to provide a safe and healthful work place, including measures to protect employees from workplace violence.

Where determined by management to be necessary, protective measures such as the following will be implemented:

- Safety Orientations
- Installation of equipment in Mental Health facilities such as panic buttons, surveillance cameras, bullet-resistant glass and alarm systems.
- Assignment of security personnel.
- Training in assault prevention and management of assaultive behavior.
- Necessary safety equipment, such as cell phones, gloves, first aid kits, etc. will be provided to employees on field assignments.
- Reasonable measures to enhance the security and safety of employee parking lots.

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

This article will expire on the expiration date of this contract., with the exception of the section on work place safety.

ARTICLE 43 RE-ENGINEERING AND WELFARE REFORM

The County agrees to consult pursuant to Employee Relations Ordinance [subsection 5.04.090(A)] on re-engineering and welfare reform. Management agrees to meet and confer with Local 721 on the impact of implementing work rule changes specifically related to re-engineering and welfare reform when such matters are not covered by Memoranda of Understanding or Civil Service Rules.

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

The County shall apply provisions of State law regarding CALWORKS, designed to prevent displacement of employees or erosion of the bargaining units by welfare recipients, to the County's training, workfare, and community service programs.

The County will also comply promptly with all reporting and complaint investigation requirements to ensure compliance with State law regarding the work assignments of volunteers, general relief workfare participants, GAIN participants, CALWORKS workfare participants, or community service participants.

ARTICLE 44 WORK SCHEDULES

Section 1. Purpose

This Article is intended to define the normal hours of work and shall not be construed as a guarantee of hours of work per day or per week, or of days of work per week.

Section 2. Work Week

A. For the purpose of computing overtime, the workweek for employees in this unit is 40 hours of work in a seven consecutive day period as defined by Management.

B. For the purpose of work schedules, the normal workweek shall be five (5) eight-hour (8) workdays, except as provided in Section 4 C and Section 6 of this Article.

Section 3. Rest Periods

A.. Each eight-hour shift shall include two 15-minute rest periods, scheduled according to the needs of the unit. This is exclusive of at least a thirty (30) minute lunch period.

B. For other than eight-hour shifts, an employee is entitled to a 15-minute paid rest period for each four hours of scheduled work time.

1. During rest periods, employees shall be relieved of all duties and may leave their immediate work location after advising the nurse-in-charge where they will be.

Section.4. Work Shifts

A. Employees shall be scheduled to work on regular work shifts having regular starting and quitting times.

B. Except for emergencies (see Section 7) employees' work schedules shall not be changed without written notice, including the reason, to the employee at least ten (10) working days or fourteen (14) calendar days prior to the date the change is to be effective.

1. Making changes on the schedule alone does not constitute notification to the employee.

2. If it is necessary to change an employee's regular assigned shift to another shift, Management shall first seek volunteers. If there are more volunteers than available shift changes, the selection from the list of volunteers will be made based upon time in grade (i.e., classification) seniority. If there are no volunteers, the change shall be made by inverse time in grade seniority by unit, by shift. In the event of a tie, county seniority or inverse seniority shall prevail. For the Sheriff's Department, current practice shall be controlling.

C. Upon mutual agreement between Management and the Registered Nurse(s) covered by this Memorandum of Understanding who are assigned to detention facilities within Juvenile Court Health Services, Registered Nurses shall be allowed to waive their right to a 30-minute meal break and aggregate the two (2) break periods of fifteen (15) minutes each.

D. Management and the Union agree that if there is a change in the hours or days of operation for any facility which will affect work schedules, Management shall meet and consult with the Union prior to any changes taking place.

Section 5. Posting of Work Schedules

A. Work schedules shall be posted in an area accessible to all unit, ward or area employees at least fourteen (14) calendar days before each scheduling period.

Section 6. Alternative Work Schedules

A. Full time permanent Nurses within DHS 24 hour patient care facilities, scheduling units shall have the right to elect to change work schedules. 50% +1 of the RNs in said scheduling unit must show a proof of interest to have a schedule change vote. The scheduling change vote is to be held within one month of a recognized proof of interest petition. Such proof of interest petition shall state what the desired alternative work schedule will be. The desired alternative work schedule must match the operational configuration of the scheduling unit (e.g., 24 hour operations

can have two (2) 12 hours shifts, three (3) eight hour shifts, etc.).

Management shall be provided a copy of the proof of interest petition as soon as said petition is completed and a unit vote scheduled.

B. Upon written confirmation of a vote of 67% (or 2/3) in any General Acute Care Hospital in-patient scheduling unit, Management will change said schedules within 60 business days of such vote. Once a schedule change has been implemented, said schedule must remain in place for at least one (1) year before another scheduling change vote can take place.

Management will make every reasonable effort to accommodate any RN who is unable to change their work schedule as a result of the majority vote.

C. Some alternative work schedules currently utilized in the County include:

1. Four (4) ten-hour workdays per week
2. Twelve (12) hour shifts
3. Eight (8) nine-hour workdays and one (1) eight-hour workday per two-week period allowing an additional day off every other week.

D. Alternative work schedule patterns to establish/maintain 12-hour shifts without built-in overtime include, but are not limited to the following:

1. Every other week, employee works three (3) twelve (12) hours shifts and one (1) eight (8) hour shift; 4 hours of the eight (8) hours are applied to the week just worked and four (4) hours are carried forward to the week when three (3) twelve (12) hours shifts are worked.

2. Two (2) twelve (12) hour shifts and two (2) eight (8) hour shifts per week.

3. In a four (4) week time schedule period, four (4) twelve (12) hours shifts, 48 hours, are worked in one week and three (3) twelve (12) hours shifts, 36 hours, per week are worked in three (3) weeks. In a week when four (4) twelve (12) hours shifts, 48 hours, are worked, twelve (12) hours of overtime shall be accrued. In the weeks when three (3) twelve (12) hour shifts, 36 hours are worked, four (4) hours of the accrued overtime per week shall be used.

4. Each facility/department, in accordance with their respective budgets, may engage the Registered Nurses' Committee in discussion on other alternative work schedule patterns to meet facility specific patient care needs.

E. Consultation

Prior to implementing alternative work schedules, which may include but are not limited to schedules listed in 6 D above, Management will notify Local 721. Management will meet and consult on the implementation of alternative work

schedules with Local 721 upon request.

F. 36-hour work week

1. Definition of the 36-hour week (9/10 item)

The 9/10 schedule is defined as a 36-hour work week. Each 36-hour week shall include at least one weekend day, as defined in this MOU under Weekend Differential. For purposes of work schedules, the normal 36-hour work week shall be three 12-hour shifts. Each 12-hour shift shall include, exclusive of at least a 30-minute lunch break, three 15-minute rest periods according to the needs of the unit. For the purpose of computing overtime, the work week for employees on the 9/10 item will be 40 hours of work in a seven consecutive day period as defined by management.

2. Employees eligible for the 9/10 item

RN's working in 24-hour patient care facilities in the Department of Health Services shall be eligible to work a 9/10 item. Management shall determine the number of employees placed on 9/10 schedules in each work unit, except as specified in Section 6.A and 6.B above.

The following classes will be eligible for a 9/10 schedule:

Item Number	Item Title
5133	Registered Nurse I

5134	Registered Nurse II
5135	Registered Nurse III
5170	Graduate Nurse Anesthetist
5332	Interim Permittee, Nursing
5172	Nurse Anesthetist
5359	Nurse Midwife
5121	Nurse Practitioner

3. Special Pay

Employees on the 9/10 item shall be eligible for Call Back, Evening and Night Shift Differential, and Weekend Differential as negotiated for this Bargaining Unit. Employees on the 9/10 item shall be eligible for Out of Class and Additional Responsibilities bonus as negotiated for this Bargaining Unit.

Employees on the 9/10 item who meet the criteria for the Emergency Room Bonus as defined in the Special Pay Practices Article shall receive $67.50 per pay period if they are certified as a Mobile Intensive Care Nurse.

4. Fringe Benefits for Employees on the 9/10 item

Employees on the 9/10 item shall be included as Eligible Employees pursuant to Section 5.37.020 of the County Code. Employees on the 9/10 item shall receive the County contribution toward Options as negotiated in

the 721 Fringe Benefit Agreement. They shall not be eligible for additional Health Benefits for part-time employees, as defined in Chapter 5.36 of the County Code.

5. Other benefits

Employees on the 9/10 item shall be eligible for the following additional benefits:

Retirement - Employees on the 9/10 item shall receive 9/10 of the amount the County pays to the Retirement Fund for permanent, full-time employees in the same classification. The employee shall pay the employee contribution rate as negotiated in the 721 Fringe Benefit Agreement.

Deferred Compensation – Employees on the 9/10 item shall be eligible for the Deferred Compensation plans as defined in Sections 5.24 and 5.25 of the County Code.

Injury Leave – Employees on the 9/10 item injured on the job shall be eligible for leave pursuant to Section 6.20.070 of the County Code.

Bilingual Pay – Employees on the 9/10 item who meet the conditions enumerated in Section 6.10.140 of the County Code shall receive $90 per month ($45 per pay period).

Sick Leave – Employees on the 9/10 item shall earn and accrue sick leave as negotiated in the 721 Fringe Benefit Agreement. Employees on the 9/10 item may use up to 36 working hours of accrued full-pay sick leave in any one calendar year for personal reasons pursuant to County Code Section 6.20.030 A(2).

Vacation – Employees on the 9/10 item shall earn and accrue vacation as negotiated in the 721 Fringe Benefit Agreement.

Bereavement Leave – Employees on the 9/10 item shall receive 24 hours of Bereavement Leave as defined in the 721 Fringe Benefit Agreement. If an employee is required to travel a minimum of 500 miles one way, he/she shall be eligible for a total of 40 hours.

Holidays – Employees on the 9/10 item shall receive eight hours of holiday time for each holiday as negotiated in the 721 Fringe Benefit Agreement.

Civil Service Exams – Employees on the 9/10 item shall be eligible for leave for Civil Service Examinations as provided under Section 6.20.030 (B) of the County Code.

Military Leave – Employees on the 9/10 item shall be eligible for Military Leave as provided under Section 6.20.080 (C) of the County Code.

Jury Duty – Employees on the 9/10 item shall be eligible for leave for Jury Duty as provided under Section 6.20.080 (D) of the County Code.

Restoration of salary – Employees on the 9/10 item shall be eligible for restoration of salary as provided under Section 6.20.100 of the County Code.

Employees on the 9/10 item shall not be entitled to any other compensation (salary, bonus, or benefits) except that provided in this article.

Section 7. Emergencies

Nothing herein shall be construed to limit the authority of Management to make temporary assignments to different or additional locations, shifts or work duties for the purpose of meeting emergencies.

Nothing herein shall be construed to affect in any manner whatsoever irregular work day or work week assignments required for the maintenance of necessary operations.

Section 8. Work in Excess of Regularly Scheduled Hours

The parties agree that when an employee works in excess of his/her regularly scheduled work hours in a day, Management may direct the employee to take off an equivalent number of hours during the same workweek. Management will make reasonable efforts to

accommodate an employee's choice of an equivalent number of hours to be taken off in the same workweek.

Section 9.

Every attempt will be made, depending on the needs of the unit or service, to maintain employees covered by the Fair Labor Standards Act on work schedules that do not mandate payment of overtime.

Any existing practices, understanding or agreements by the parties regarding such schedules, are terminated upon implementation of this contract.

Section 10.

Upon management approval, Instructors in the College of Nursing, Education and Consulting Services and/or other county in-service programs shall be allowed to telecommute in order to meet the needs of the service. The Los Angeles County Telecommuting Policies shall be the standard telecommuting guidelines used.

ARTICLE 45 WEEKENDS OFF

Section 1. Definition

A. For purposes of this article a weekend is defined as two consecutive weekend days starting at 7:00 pm Friday and ending at 7:30 am Monday. RNs who work the night shift may choose Friday and Saturday, or Saturday and Sunday as their weekend days.

B. Management shall make every reasonable effort to schedule every other weekend off for employees.

C. Employees shall not be required to make up time for use of any negotiated benefit.

Section 2.

Registered Nurses may waive the above provision regarding every other weekend off. Such waiver must be in writing. (Refer to Article 44 Work Schedules)

Section 3

Registered Nurses, excluding Relief Nurses, who work on a weekend shall receive a weekend differential for each weekend hour worked. (Refer to Special Pay Practices, Article 57).

ARTICLE 46 VACATIONS

Section 1. Vacation Time

When authorized by the Department Head vacation time may be deferred for more than one year provided, however, an employee's maximum current and deferred vacation accrual shall not exceed 40 days at any time.

Section 2. Vacation Request

A. Each Registered Nurse shall submit a vacation request by the designated time limit established in each facility, service or work unit. A Registered Nurse's seniority, for purposes of vacation scheduling, shall be maintained if the designated time limit is met.

B. For yearly vacation scheduling as mentioned in Section 2.A above, Management will respond in writing to such vacation requests in a timely manner, but in no case later than December 15th for vacations requested for the following year on a yearly January 1st thru December 31st vacation cycle.

At facilities that are on cycles for vacations other than January 1st thru December 31st, Management will respond to yearly vacation scheduling requests within twenty days of the cutoff date for such vacation requests.

At least annually, Management shall prepare and post an approved, filled-in vacation schedule for all employees in each work facility as stated above in this section.

C. Management will consider addition of negotiated benefits to an original vacation request. The final decision shall be at the discretion of management.

Section 3. Scheduling and Vacation Requests Outside of the Yearly Vacation Request Period

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

B. Management shall respond in writing to all subsequent vacation requests, notifying the Registered Nurse of vacation approval or denial in writing within seven (7) business days of the date from which such request was made by the Registered Nurse requesting vacation outside of the yearly vacation scheduling period.

C. When Management initiates a change of assignment after the annual vacation schedule has been prepared and posted, management shall make every reasonable effort to grant the employee's previously scheduled vacation.

Section 4. Vacation Scheduling Unit

A vacation scheduling unit is defined as:

(A) A unit with a sufficient number of Registered Nurses with interchangeable skills to provide services to patients, and to insure that Registered Nurses will not have to compete with non-Registered Nurses for vacation schedules, and a unit where vacations are required to be scheduled throughout the year.

(B) Where the vacation scheduling unit is not a hospital unit (such as, but not limited to, the Sheriff's Department and Juvenile Court Health Services) or is a small unit within a hospital where Registered Nurses with the necessary skills cannot be floated into the Unit, Prior practices in vacation scheduling shall be controlling.

Section 5. Procedures

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

A. For each vacation scheduling unit, Management shall decide the number of employees who may be on vacation at any given time. No request for vacation shall be denied because of the season of the year, including holiday periods and educational semesters.

B. The Registered Nurse with the greatest seniority based on continuous service date will be given the opportunity to have one first available choice of vacation schedule, with the other Registered Nurses being given their choice of available vacation schedules in descending order of seniority.

C. Having once made such a choice, no Registered Nurse may change his/her vacation schedule if such change will conflict with the choice of any other Registered Nurses in the vacation scheduling unit or unless the affected Registered Nurse and Management agree to such a change.

D. For the purpose of this Article, Registered Nurses assigned to a vacation scheduling unit after the annual vacation schedule has been prepared waive any seniority rights they have until the next annual vacation schedule is prepared.

E. In the case of a tie involving two or more Registered Nurses, the opportunity to choose a vacation schedule will be given to the Registered Nurse in the descending order of (1) their continuous service date, (2) seniority in the work facility or (3) seniority in the vacation scheduling unit.

Section 6. Established Employee Benefits

Subject to the Provisions of Law Article, the following is a general summary of the vacation pay advance provision as agreed to in negotiations:

(a) Subject to special conditions and advance arrangements, employees are eligible to receive a pay advance for scheduled paid vacation on the last regular payday prior to taking the time off.

(b) The request must be made in accordance with departmental procedures at least two weeks and not more than four weeks in advance of the vacation.

(c) An employee can receive no more than two such advances in the same calendar year.

ARTICLE 47 HOLIDAYS

Section 1.

Whenever a holiday (as defined in the County Code as heretofore applied) occurs on an employee's regularly scheduled day off, the employee is entitled to an additional day off with pay.

Section 2.

Whenever an employee works on an overtime basis on a day which is both a holiday and a regularly scheduled day off, the employee is entitled to an additional day off and compensation at time-and-one-half providing he/she otherwise qualifies for such payment.

For example, an employee:

1. Whose regular workweek is Wednesday through Sunday, and

2. Who works on Monday which is a holiday, and

3. Who is out on deferred holiday or compensatory time from Wednesday through Sunday shall receive an additional day off at a later date and compensation at premium overtime rates for the holiday shift worked on Monday.

Section 3.

Each permanent, full-time employee is guaranteed at least one of the following days off:

Thanksgiving Day, or Christmas Day, or New Year's Day. In lieu of this, an employee working evening or night shift may elect Thanksgiving Eve, Christmas Eve, or New Year's Eve as his or her guaranteed holiday off.

ARTICLE 48 WORKLOAD

Section 1.

Management and the Departments of Health Services including Ambulatory Care, Juvenile Court Health Services and Managed Care, Public Health, Mental Health, Children and Family Services and the Sheriff's Department agree that there should be adequate staff to provide patient care that is safe and competent. Management further agrees that Registered Nurses are able to perform more effectively with support of ancillary staff.

Section 2.

The Los Angeles County Board of Supervisors, the Department of Health Services and all other departments where Registered Nurses work, and SEIU Local 721 recognize that the State of California Nursing Practice Act and the California Code of Regulations apply in all settings where Registered Nurses practice.

Section 3.

Staffing shall be maintained in accordance with the State Department of Public Health Services licensing and regulatory requirements (see Appendix IV).

Section 4.

Department of Health Services', Ambulatory Care, and the Departments of Public Health, Mental Health, DCFS and Sheriff workloads shall provide care that is safe and competent. Issues regarding workloads and assignments shall be discussed in accordance to the provisions outlined in Article 53, Registered Nurses Committee.

Section 5.

Facilities covered by Title 22 shall maintain a patient classification system as established in accordance with Section 70053.2 Patient Classification System and Section 70217 Nursing Service Staff and other applicable regulatory requirements. Registered Nurses who provide direct care are responsible for the assessment and classification of patients.

Registered Nurses who provide direct patient care shall participate in the annual review of the patient classification system including the reliability of the patient classification systems, the system's required revisions, and the overall staffing plan. At least half of the members of the review committee shall be Registered Nurses who provide direct patient care, per Title 22, Section 70217, subsection 14(2)(e) and (f). In addition to those direct care nurses appointed by Nursing Administration, the labor members of each facility's Registered Nurse Committee shall appoint 2 members to participate on this committee.

Participation in the review shall be on County time.

Section 6.

Within all departments, information and/or discussions regarding staffing and workload shall be made available to the facility Registered Nurse Committee and/or the County-Wide Registered Nurse Committee upon request..

Section 7.

Within any department within the County of Los Angeles where RNs work, alternative scheduling practices, e.g., self-scheduling, using established standards, may be

considered for use when requested or deemed appropriate.

Section 8.

Within the Department of Health Services, the "Dispute Resolution Process" will be followed (See Appendix I) If it becomes necessary to use an alternative arbitrator other than the arbitrator provided in the Dispute Resolution Process, the established process as outlined in Article 14, Expedited Arbitration Sections 5 and 5.A will be utilized.

Section 9

Within Departments of Health Services, Public Health, Mental Health, DCFS, DPSS, Fire and Sheriff's, a complaint over excessive workload by either the employee or the Union shall be investigated immediately by Management. A good faith effort shall be made to comply with the work assignment. If the complaint is found to be valid, Management shall take steps to correct. If the complaint over excessive workload is substantiated and not corrected, a grievance may be initiated by the employee or the Union by filing at the second step of the grievance procedure.

Section 10.

Each Department shall have a mechanism to supplement County Registered Nurse staff which may include but not limited to voluntary overtime, relief staff, local registry.

Section 11.

Each Department shall have written policies and procedures which establish mechanisms for rapid deployment of personnel when any labor intensive event occurs which prevents

nursing staff from providing attention to all assigned patients, such as multiple admissions, transports or discharges, or an emergency health crisis. If applicable, said plan shall be in accordance to Title 22 provisions. A facility's Rapid Deployment Plan will be made available to any RN Committee upon request.

A. The direct care Registered Nurse, as a professional and knowledgeable patient care advocate, is responsible to identify when a patient assignment is or has become unsafe, for example, a change in patient acuity.

B. Once the RN has identified that his or her patient assignment is or has become unsafe, that direct care Registered Nurse shall notify the RN in charge who shall take appropriate action.

Section 12.

A. DHS Management agrees to seek Board of Supervisors' approval for complete delegated hiring authority within applicable civil service rules including the elimination of hiring restrictions. DHS will make every effort to fill all allocated and budgeted items of Registered Nurses within CEO guidelines.

B. This article is intended to provide a general structure and process within which the Union and DHS Management can jointly develop creative solutions to the challenge of adequate staffing and patient classification systems and ratios in order to provide quality patient care.

It is not the intent of this language to preclude management's right to exercise control and discretion over its organization and operations during the term of this agreement.

C. DHS agrees to meet with the existing Local SEIU 721/DHS RN Task Force to discuss the DHS recommendations for staffing standardization which shall include assignment responsibilities.

ARTICLE 49 FLOATING

Section 1. Floating of Registered Nurses

A. Floating of Registered Nurses is a method used to meet/augment staffing required to meet patient care needs.

B. Registered Nurses are responsible for providing safe competent nursing care. This includes having the necessary knowledge, judgment, skills, and ability to provide the required care.

1. The duties and responsibilities of Registered Nurses who may be (temporarily) floated from their assigned units shall include those duties and responsibilities for which competencies have been validated.

2. The Registered Nurse who has demonstrated competency shall be responsible for nursing care as described in Subsections 70215(A) and 70217(H)(3) of Title 22 and shall be assigned as a resource nurse for Registered Nurses who have not completed competency validation for that unit.

C. It is Management's intent to limit floating outside of a Registered Nurse's own clinical service, module and/or unit.

D. When it is necessary to float a Registered Nurse from his/her regularly assigned unit/service/area, the nurse who has been floated may only perform within his/her scope of practice, and his/her assignment shall reflect this.

E. Resource nurses shall be designated on units/services to orient float or temporary personnel. Any Registered Nurse acting in the capacity of a resource nurse shall be expected to assume an assignment which accommodates her accepted/assigned role.

Section 2. Competency

Management and the Union agree that it is in the interest of patient care that all staff floated to a nursing area are properly trained, oriented and familiar with the policies and procedures in that area.

A. Orientation and competency validation shall be documented in the employee's file and shall be retained for the duration of the individual's employment.

B. Registered Nurse competencies shall be available to facilitate making floating assignments.

C. Each area shall have a written unit/service specific orientation plan available as a reference for staff who have been floated.

D. Facilities which use temporary, registry or traveling nursing personnel shall have and adhere to a written procedure to orient and evaluate such personnel. Traveling nurses shall not be exempt from floating.

Section 3. Floating Procedure

A. Various Factors and Limitations

1. Management shall maintain a record of all incidents of floating. The record shall be made available to the Registered Nurses' Committee upon request.

2. Registered Nurses floating into any specialty area shall possess the required competency, skills and knowledge to perform their assigned duties.

3. Newly hired Registered Nurses, during the initial orientation period, shall not be floated to other units/areas that are not relevant to their orientation plan.

4. Charge Nurse duties will be assigned to a Registered Nurse who floats to another unit/area only after he/she has been appropriately oriented, and has demonstrated an acceptable level of competency.

5. Management will make every reasonable effort to limit floating to only one time per shift, including twelve (12) hour shifts.

6. Management will make every reasonable effort to minimize the incidents of floating more than 30 minutes after the start of the shift.

B. Order of Floating

This section is subject to Section 3.A above

Registered Nurses will be floated in the following order:

1. Volunteers
2. Registry or per diems
3. Travelers
4. Relief Nurses
5. Permanent Nurses working overtime
6. Permanent Nurses by Rotation (log)

Section 4. Ambulatory Care

Registered Nurses, including Advanced Practice Nurses, floating to/from in-patient or ambulatory care areas shall be required to meet the competency standards applicable under governing regulatory and accrediting standards (Joint Commission, State DHS and other licensing agencies).

Section 5. Sheriff's Department

Sheriff's Department Management agrees to meet and consult with the Registered Nurses' Committee on issues related to the development of floating policies appropriate to the respective area(s).

ARTICLE 50 PERSONNEL POLICIES AND PRACTICES

Section 1. Registered Nurse Scope of Practice

A. It is the intent of Management to utilize the professional skills and knowledge of Registered Nurses in a manner that maximizes the use of their scope of practice, professional skills and knowledge.

B. Management shall make every effort to provide appropriate support services to meet patient care needs, including but not limited to clerks, nursing attendants and internal transport services (e.g., patients, specimens, equipment, supplies, etc.).

C. Management shall make every effort to provide an adequate number of computers in each work location.

Section 2. Processing of Personnel Requisitions

Within the Department of Health Services, the processing of personnel requisitions for filling of Registered Nurse positions will be done expeditiously, with a goal of three weeks from the time the requisition is submitted to the time the position is available for hire.

Section 3. Payroll Issues

A. On a monthly basis, each employee's pay warrant shall reflect information regarding the status of benefit and accrued hour balances.

B. A Registered Nurse may request from the facility/departmental payroll/personnel section information related to his/her Continuous Service Date (CSD) (i.e., county seniority), classification anniversary date, salary range level and/or current salary step.

C. Management shall arrange to have at least one hour overlap for the convenience of the night shift employees in departmental payroll offices on paydays to expedite the resolution of problems with employees' paychecks. (Reference Employee Paycheck Errors Article 31).

Section 4. Personal Leave.

In addition to other authorized uses, with the prior approval of the Department Head, an employee may use accrued sick leave at full pay for: Effective January 1, 2007, any personal reason that does not interfere with the public-service mission of the department or the County to a maximum of 96 working hours in any one calendar year, or in the case of employees employed on a 56-hour workweek, to a maximum of 144 working hours in any one calendar year. (Reference County Code Section 6.20.030)

Section 5. Break and Storage Areas

Management shall make every effort to provide adequate rest/break areas and adequate furniture and storage space for Registered Nurses when it is possible to do so without interfering with patient care. Management shall include, in plans for future building, adequate break areas and storage space for Registered Nurses. Plans shall be presented to the local Registered Nurses' Committee.

Section 6. Advance Practice Nurses.

County to provide for Nurse Practitioners, Nurse-Midwives, Clinical Nurse Specialists and Nurse Anesthetists sufficient time per workweek for educational purposes and sufficient time per week for purposes of performing non-clinical duties.

Section 7. Physical Examinations

Management shall arrange for employees in this Unit assigned to the night and evening shifts to take required physical examinations via Occupational Health Services during their normal working hours. Employees who prefer to have their required annual physical examination performed by their private physician shall do so on their own time.

Section 8. Negotiations

A. The parties mutually agree that during negotiations any designated employee representative who works the evening or night shift may be released from work to attend negotiations. The parties further agree that off-shift bargaining team members will be released on the day of negotiations, and that there will be no shift changes for attendance at bargaining sessions with the understanding that the occasional change of work hours that negotiations necessitates does not constitute a shift or schedule change.

B. A full day of bargaining is one in which the parties bargain or conduct a mutually agreed caucus for more than four (4) hours.

C. The Union shall be responsible to develop a labor committee, with membership not to exceed twenty-four (24) employee delegates, exclusive of the labor committee's spokesperson and chairperson. The employee delegates shall represent a cross-section of various specialties and facilities.

D. During the most intense period of Labor-Management negotiations, Management will, with sufficient prior notice, make every reasonable effort to schedule off bargaining representatives; however, the Chief Executive Office Employee Relations representative reserves the right to determine when the needs of the service supersedes schedule change for bargaining purposes.

E. It is the intent of this section to facilitate the expedient initiation of contract renegotiation. However, nothing in this Section shall preclude focused discussion on relevant issues that may exist at that time.

Section 9. License Renewal

A. Management will ensure that all Registered Nurses who are working have a current and active State of California license to practice as a Registered Nurse. It is the responsibility of the Registered Nurse to renew his/her license in accordance with the State of California, Department of Consumer Affairs, Nursing Practice Act.

B. The procedure for verification of license renewal shall be as follows:

1. The employee shall present to Management a renewed license prior to the expiration date.

2. If the employee has not received a renewed license prior to the expiration date, the employee must provide proof of the renewal from the California Board of Registered Nursing (BRN).

The BRN website, **www.rn.CA.gov** – On-Line Primary License Verification or an on-line renewal receipt may serve as proof of renewal.

3. The employee who presents proof of renewal may continue to work with the provision that he/she must present an actual renewed license within 30 days following the license expiration.

4. The employee will not be permitted to work without a current and active California Registered Nurse license.

Section 10. Registered Nurses Assigned to Critical Care Units

A Registered Nurse who holds permanent employment status and has been assigned on a full-time, continuous basis in the provision of direct patient care in an intensive/critical care unit, for three (3) years or more, and who has received annual Performance Evaluations with ratings of competent or better during the period of assignment in the intensive/critical care unit, and who has met the Los Angeles County-sponsored critical care program prerequisites, and is not already certified in critical care shall receive the following considerations:

A. Priority enrollment in the Los Angeles County Critical Care Training Program, to be attended on County time.

B. Upon enrollment in the Los Angeles County Critical Care Training Program, the employee's work schedule shall be adjusted to accommodate his/her attendance at the program.

C. Upon successful completion of either the Los Angeles County, or other recognized critical care training program, or achievement of national certification in critical care, the employee shall be eligible to submit his/her application for candidacy for appointment to a higher-level RN position in a critical care area through the established Civil Service procedures.

D. Upon notice of candidacy for appointment to a higher level registered nurse position in a critical care area, the employee shall be given priority consideration for his/her appointment to vacant positions approved to be filled at his/her home facility, based upon his/her eligibility status as determined by the established Civil Service process.

E. The Civil Service Rule(s) governing certification and appointment will be adhered to.

Section 11. Military Leave

Any Registered Nurse shall be eligible for military leave as provided under Section 6.20.080.C of the County Code.

Section 12.

A non-county Registered Nurse shall only be utilized as a supervisor or charge nurse in the event that a permanent county employee is not available.

ARTICLE 51 NURSING EDUCATION

Section 1. Purpose

Management recognizes the importance of education and training programs. Such programs provide nurses with the opportunity to increase their knowledge of nursing science and standards and their application to nursing practice. In addition to the maintenance of licensure, education and training serve as recruitment and retention tools. Management will make every effort to standardize the training of RNs countywide.

Section 2. Orientation

A. There is a plan for orienting newly employed Registered Nurses to the objectives, purposes and structure of the department, the facility, programs, policies and procedures. Each unit, ward, service or specialty shall have an orientation plan.

B. Preceptors shall be made available to orient new employees.

Section 3. Continuing Education

Management shall allow the full-time permanent Registered Nurse a maximum of 40 hours of County time during the term of this agreement for the purpose of meeting mandatory continuing education and/or certification requirements. All 40 hours may be used by the RN in the contract period at the RN's discretion.

Management shall allow permanent part-time Registered Nurses, who work at least 20 hours per week on a continuing basis, up to a maximum of 20 hours of County time not to exceed 20 hours in two years from the effective date of this agreement for the above-mentioned purpose. Programs approved by the Board of Registered Nurses (BRN), including home study, for continuing education units towards re-licensure study, for

continuing education units towards re-licensure/recertification shall count towards meeting the County obligation of 40 hours (20 hours in the case of permanent part-time employees).

A. Management shall maintain a BRN provider number for continuing education.

B. Where the position requires mandated education/certification beyond 40 hours (20 hours in the case of permanent part-time employees), additional mandated education hours shall be granted on county time.

C. If Management requires a Registered Nurse to take a specific class, including competency skills validation, it shall be taken on County time and, where feasible, on the shift the nurse regularly works. Management shall make appropriate arrangements for patient care while a Registered Nurse is attending class or participating in training.

D. The Employee shall make a request to attend the continuing education program in writing according to the unit/facility procedure for requesting time off for educational purposes.

E. 1. Management shall respond to the request in writing within ten (10) working days or fourteen (14) calendar days.

2. If an employee submits a request 45 days in advance of the class, time off will be granted. Due to safety concerns that must prevail in the Sheriff's Department, such time off requests will be granted contingent upon the number of pre-scheduled absences, such as vacations, CEUs and leaves that have been already granted during a scheduling cycle.

   In the event that two or more RNs within the same unit and/or service are requesting the same time off, priority will be given to the first request received. In the event two or more requests are received at the same time, seniority in the grade will be the determining factor. When feasible, Registered Nurses shall be granted their requested time off.

3. Management shall not deny an employee the use of "T" or "CE" time based on the course content if the class is approved by the California BRN.

F. Use of County-approved continuing education time shall be subject to the Registered Nurse providing acceptable validation, within forty-five (45) days, of completion of the approved continuing education event/home study/program.

G. During the initial RN probationary period, RNs will be allowed to take only those CEU classes that are relevant to their assigned work area.

Section 4. In-Service Education

Departments shall establish written plans for regular in-service education for Registered Nurses. Plans are designed to prepare Registered Nurses for new assignments, new technology, and changes in programs, policies and procedures. In service educational plans will be provided to the RN Committee upon request.

A. In-service programs where applicable, shall include but not be limited to, accreditation and licensing requirements, and all other relevant regulations and laws, clinical topics and information systems.

B. Every reasonable effort will be made to provide in-service education for Registered Nurses on their assigned shifts. In-service education shall be on county time and nurses shall be relieved of direct patient care duties throughout the in-service session. Management shall make appropriate arrangements for patient care while a Registered Nurse is attending class or participating in training.

C. RN competency will be validated before they are expected to independently perform new skills.

D. RNs will be allowed reasonable time to read written educational materials and ask questions before signing off on training.

Section 5. Training Programs

A. Management shall offer specialized training programs for the purpose of providing staff development, promoting retention, and preparing Registered Nurses to meet the evolving needs of the County patients. Every reasonable effort shall be made to release Registered Nurses to attend such classes or programs on County time.

B. Training programs offered by the facility/service shall be posted.

C. Applications for programs shall be open to Registered Nurses who have successfully completed an initial probationary period and are rated competent or above on the current performance evaluation.

D. Priority consideration for acceptance into specialized training programs shall be given to those Registered Nurses currently working in the area of specialty, with secondary consideration given to those applicants who have been accepted for transfer into the area of specialty. In all cases, the Registered Nurse shall work in the area of specialty for a period of at least twenty-four (24) months following the successful completion of the training program.

E. The Registered Nurses' Committee at each facility/department, in collaboration with their respective in-service/education departments, will develop scope and content of training programs that are relevant to or meet the specific needs of the facility/departments. The criteria for such programs will comply with standards for

education as determined by community standards, governing accrediting and/or regulatory agencies, and organizational policies/procedures.

Section 6. Tuition Reimbursement

A. Where funding is available, the County shall maintain a tuition reimbursement program for Registered Nurses to advance their education related to effective performance of the work of its departments. (County Ordinance, Title 5, Chapter 5.52.)

B. For Registered Nurses enrolled in educational programs, Management and the employee shall mutually agree to accommodations that meet both the employee's program needs and the needs of the service.

Section 7. Adjustment of Workweek for CE Programs

If the needs of service are not negatively impacted, Management shall make every effort to adjust employee's workweek to include attendance at approved continuing education programs when such training falls on a Saturday and/or Sunday, regular day off or at a time that is outside of regular work hours. Such change shall not constitute an incurrence of overtime, night/evening differential, nor meet the definition of a weekend differential.

Section 8. Training Programs for RNs Assigned to an Emergency Room, Operating Room or Critical Care Unit

For a permanent Registered Nurse who has passed his/her initial probationary period and is assigned on a full-time basis to an ER, OR or Critical Care Unit, Management shall make every effort to:

A. Enroll the RN into the applicable Los Angeles Training Program or an equivalent program which will be attended on county time contingent upon the RN's successful completion of established prerequisites and available training slots.

B. Adjust the RN's work schedule to accommodate his/her participation in the applicable Los Angeles County Training Program, or equivalent program.

Section 9. Training of Registered Nurse Preceptors

Management will make every effort to provide a RN preceptor training program.

Preceptors shall conduct weekly meetings with the preceptee to review his/her progress.

A non-county Registered Nurse shall only be utilized as a preceptor in the event that a permanent county employee is not available.

Section 10.

DHS Registered Nurses shall be provided with an appropriate amount of county time to prepare for competency skills validation testing.

ARTICLE 52 POSTING OF VACANCIES

Section 1.

Management will make every reasonable effort to post vacancies for 14 calendar days before appointing applicants to vacant positions.

Such vacancy notices shall contain the job title/item, shift and unit where the job will be based and any other pertinent information.

Section 2.

Management shall post career opportunities, promotional opportunities and vacancy notices on bulletin boards designated expressly for this purpose in areas easily accessible to Registered Nurses.

Section 3.

Management shall also post current promotional and career opportunities on the following departmental web sites:

Department of Health Services:	http://www.ladhs.org/wps
Department of Public Health:	http://www.dph.org
Department of Mental Health:	http://www.dmh.org
Department of Children and Family Services:	http://www,lacdcfs.org
Los Angeles Sheriff's Department:	http://www.lasd.org

and the Department of Human Resources web site:

http://dhr.lacounty.info

Section 4.

If an approved vacancy occurs in any area where Registered Nurses are working, Management of said area shall advise the employees who work in the area, through use of the communication book or other means, of the pending vacancy in order to give the area employees an opportunity to apply for the item through the usual civil service channels.

Section 5.

An employee desiring to know of current promotional opportunities, job openings or recruitment openings under the County Civil Service Rules may call the following telephone numbers:

TELEPHONE NUMBERS FOR INFORMATION ON REGISTERED NURSE VACANCIES

1.	Harbor-UCLA Medical Center - Nurse Recruitment	(310) 222-2512
2.	High Desert Multi-Ambulatory Care Center- Nurse Recruitment	(661) 945-8487
3.	MLK Multi-Ambulatory Care Center – Nurse Recruitment	(310) 668-3626
4.	LAC-USC Health Care Network General Hospital Psychiatric Services	(323) 409-4664
5.	Mental Health – Human Resources	(213) 738-4655
6.	Valley Care Olive View - UCLA Medical Center	(818) 364-3317
. 7.	Public Health - Nurse Recruitment	(213) 240-7725
8.	Rancho Los Amigos National Rehabilitation Center -- Nurse Recruitment	(562) 401-7912

9.	Sheriff's Department - Nurse Recruitment	(213) 893-5445
10.	Department of Children and Family Services	(213) 738-3689

Nothing in this Article obligates the County to continue the above mentioned telephone service.

ARTICLE 53 REGISTERED NURSES' COMMITTEE

Section 1. Definition

County Management supports the establishment of Registered Nurses' Committees in the Departments of Health Services, Public Health, Mental Health, Sheriff, and Children and Family Services.

A. Registered Nurses' Committees shall meet monthly on a date and at a time agreed to by Management and the Union.

B. If a meeting must be canceled or postponed by either party, every effort will be made to reschedule the meeting at a date/time mutually agreed by the parties.

C. Meetings of the Registered Nurses' Committees will be held during working hours without loss of compensation. Every reasonable effort will be made to enable committee members assigned to the evening/night shift(s) to attend committee meetings without loss of compensation.

Section 2. Purpose

The purpose of the Registered Nurses' Committee is to provide a forum for Registered Nurses and Nursing Management to meet, and to exchange information on professional practice. Areas of discussion may include, but not be limited to:

a. Staffing, floating and workload

b. Regulatory requirements

c. Recommendations for educational programs pertinent to the nursing profession.

d. Standards of professional nursing care practice and conduct

e. Tuition and training reimbursement

f. Recruitment and retention

g. Health and safety

h. Quality improvement issues

i. RN scope of practice issues

Section 3. Information

The Registered Nurses' Committees may provide information to, request information from, and/or make recommendations to the Infection Control Committee, or other relevant committees. When procedures are developed or changed by the Infection Control Committee, or other relevant committees, this information will be expeditiously provided to the Registered Nurses' Committees.

Section 4. Committee Membership

The Registered Nurses' Committees structure and membership shall be jointly determined by Management and the Union.

A. The Union shall designate a minimum of three employee representatives and one union staff representative, and Management shall designate a minimum of three representatives, one of whom shall be a member of the Senior Nursing Management staff.

B. Additional Union staff representatives and other representatives of Management may attend such meetings as agreed upon by the Union and Management. Each party shall provide advanced notification of the names of the additional representatives attending the meeting.

Section 5. Meetings

A. Committee members will be given two hours to pre-meet per scheduled meeting during working hours without loss of compensation to prepare agenda items.

B. Members of the Registered Nurses' Committee and management representatives shall each establish items for a meeting agenda in advance of each scheduled meeting.

C. The Registered Nurses' Committee shall include members of both bargaining units 311 and 312, except upon the union or management's request to meet separately.

D. Minutes of each meeting will be taken by a recorder mutually decided upon by management and the union.

1. The minutes from the Registered Nurses' Committee meetings will reflect issues raised and actions proposed or taken on the issues.

2. A representative from management and the union will sign the minutes. Copies will be provided to each committee member.

ARTICLE 54 COUNTY-WIDE REGISTERED NURSE COMMITTEE

This Article establishes a County-wide committee of Registered Nurses,

A. The participants shall be representatives from County departments and/or Department of Health Service facilities where Registered Nurses are employed and shall include Senior Management staff, a Union staff person and the Chairs of the Registered Nurses' Committees or their alternates. The Union will select the staff person who will attend said meetings.

The county departments and/or Department of Health Service facilities participating in the County-Wide committee shall include, but not limited to:

1. LAC/USC
2. Harbor UCLA
3. Rancho Los Amigos
4. MLK MACC
5. Olive View
6. Department of Mental Health
7. Department of Public Health
8. Sheriff's Department
9. Department of Children's and Family Services

B. The Committee may consult on all topics of discussion under Article 53, the Registered Nurses' Committee. In addition, the Committee may consult pursuant to Employee Relations Ordinance Section 5.04.090(A).

C. The meetings shall be every other month and shall commence within 60 days of the ratification of the contract.

D. Meetings shall be on County time and Management shall make every reasonable effort to adjust staffing to allow for meeting attendance.

ARTICLE 55 TRANSFERS

Section 1. Definition

For purposes of this article, transfer is defined as a permanent change of assignment. Permanent change of assignment may be the result of employee request, needs of the service, promotions, demotions, and administrative reassignments.

Section 2. Employee Request for Transfer

A. Management agrees to consider Registered Nurses' requests for transfer at the time vacancies are to be filled. Registered Nurses wishing to transfer will forward to Management a written request indicating their desire for a transfer, the reason for the request, and a resume of their training and experience.

B. These written requests will be maintained in an active file within the appropriate office to which it was sent for a period not to exceed twelve (12) months. Registered Nurses desiring to keep their individual request active beyond the above time limit must submit a new written request.

C. Before seeking candidates from promotional lists or new hires Management agrees to give serious consideration to each transfer request for equal level positions to employees who have the requisite skills/competencies. However, this Article in no way is intended to limit Management's authority to make appointments.

Section 3. Interdepartmental Lateral Transfers

A. An interdepartmental transfer refers to transfer from one County Department to another County Department (e.g., from DHS to DMH, DHS to Sheriff, DHS to DCFS).

B. An employee who has been offered and accepted a lateral interdepartmental appointment (transfer) onto an authorized item, without any change in their classification title or employment status, shall be released within thirty days from the date of the request unless otherwise agreed to by the Department Heads, as provided by governing Civil Service Rule 15.02 B.

Section 4. Intradepartmental Lateral Transfer

A. An intradepartmental transfer refers to transfer within a County Department (e.g., from one facility to another facility or from one unit/service to another unit/service).

B. Management will make every effort to release an employee who has been offered and accepted a lateral interfacility or intrafacility appointment (transfer) onto an authorized item, without any change in their classification title or employment status, within thirty days from the date of the request unless otherwise agreed to by the respective facility managers.

C. When, by virtue of hardship, Management is unable to grant a timely release for the lateral transfer of the employee within the same County Department, there shall be

an attempt to negotiate a mutually agreed upon release date by/between the releasing/receiving managers and the affected employee.

D. Public safety and patient care are priority considerations; therefore, in the event of an officially declared hiring freeze, it is recognized that a hardship condition exists that may inhibit an expedited release. Nothing in this Section will supersede an officially declared hiring freeze.

E. This Section shall exclude the Sheriff's Department.

Section 5. Intrafacility Reassignment within DHS

A. Intrafacility reassignment within DHS refers to management initiated change of assignment within a DHS facility to meet the needs of the service.

B. Management may consider the following when initiating reassignment(s):

- Employee skills and competencies
- Volunteerism
- Inverse seniority by classification, by unit, by shift.

ARTICLE 56 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 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 57 SPECIAL PAY PRACTICES

The parties agree jointly to recommend to County's Board of Supervisors, for adoption and implementation by amendment to the County Code, that:

Section 1. Call Back

A. Whenever a Registered Nurse is unexpectedly ordered by his Department Head or designated management representative to return to work following the termination of his normal work shift and departure from his work location, the employee shall receive a payment of four hours' pay at the rate of time and one-half of the employee's regular rate of pay. Work performed in excess of four hours will be compensated for in accordance with provisions of Article 58, Overtime.

B. In accordance with County Code Section 6.10.130 (C), unless specifically authorized by the Board of Supervisors, a Registered Nurse who performs multiple call-backs shall not receive compensation for more than one such call if:

1. The second call-back on any call-back subsequent to the second call-back occurs within four (4) hours of the initial call-back.

2. The affected employee has actually worked less than total of four (4) hours as a result of such multiple call-backs.

3. In accordance with Section J of the Pay and Benefit Interpretive Manual, payment for call-back may be made when all of the following conditions are met:

   a. The order to return to work is given to the employee after the end of their work shift and after they have left their work location;

   b. The employee's return to work is within 24 hours of when the order to return is given;

   c. The return to work is not less than two hours before the beginning of the employee's next regular shift.

C. A Registered Nurse who has been called back and has worked at least 4 hours may request a schedule change in order to maintain regular number of work hours.

Section 2. Early Shift Start

If a Registered Nurse'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 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. Evening and Night Shift Differential

Effective December 1, 2004 the parties agree that a $2.71 per hour bonus shall be paid to any employee in this bargaining unit (excluding Relief Nurse) for each hour the employee works on an established evening shift; and a $3.62 per hour bonus for each hour worked on an established night shift.

Section 4. Weekend Differential

Registered Nurses, excluding Relief Nurses, who work on a weekend (i.e., 7 p.m. on Friday through 7 a.m. on Monday) shall receive an additional $2.25 per hour bonus for each hour worked on a weekend. Weekend hours for the purpose of this agreement are not governed by Article 45 of this MOU.

Section 5. Stand-by Pay

A permanent, full-time Registered Nurse assigned regularly scheduled periods of stand-by service at off-duty times pursuant to the County Code, shall receive three dollars and twenty-five cents ($3.25) per hour bonus, but not to exceed a maximum of $900 per month total.

This Section will apply to all County departments where Registered Nurses are employed.

Section 6. Probation Camp Bonus

Any person employed on a permanent, full-time position of Registered Nurse I (5133), Registered Nurse II (5134) or Registered Nurse III (5135) who is permanently assigned to a probation camp shall receive in addition to other compensation provided in this Article, $50.00 per pay period.

Section 7. Compensation for Two Consecutive Shifts

Whenever any person employed as a Registered Nurse is assigned to work two regularly established eight-hour consecutive shifts, the employee shall receive compensation equivalent to sixteen hours of pay at the employee's hourly rate of pay.

Section 8. Emergency Room MICN Bonus

Any person employed on a permanent, full-time basis as Registered Nurse I (5133), Registered Nurse II (5134) or Registered Nurse III (5135), Clinical Instructor (5208), or Nurse Practitioner (5121) who is permanently assigned to work in a recognized Emergency Room shall receive $75.00 per pay period if said person is certified as a Mobile Intensive Care Nurse

Section 9. Instructors in Emergency Medical Services Division of Department of Health Services or Fire Department Special Operations Bureau

Any person employed in a full-time, permanent position of Nursing Instructor (Item No. 5214) or Senior Nursing Instructor (Item No. 5216) and assigned to the Department of Health Services Emergency Medical Systems Division or the Fire Department Special Operations Bureau shall receive, in addition to other compensation provided in this Article, $75.00 per pay period if said person is certified as a Mobile Intensive Care Nurse. Compensation pursuant to this section does not constitute a base rate.

This subsection shall be effective April 1, 1999, for persons employed by the Fire Department Special Operations Bureau.

Section 10. Relief Charge Nurse

Any Registered Nurse covered by this agreement who is assigned as acting or relief charge nurse in the absence of the supervisory charge nurse in legally mandated charge nurse positions (including emergency room nurses and operating room nurses) shall receive $2.50 per hour per shift as additional compensation.

Section 11. Advanced Educational Degree Bonus

Persons who are employed in a permanent, full-time position covered by this Memorandum of Understanding and who have a Bachelor's degree in Nursing or a closely related health field will receive a 2% bonus in addition to other compensation provided in this Article. This bonus becomes effective April 1, 2007.

Said bonus will be provided only if the minimum requirements of the employee's classification do not require the degree.

This Section will apply to all County departments where Registered Nurses are employed.

Compensation pursuant to this Section does not constitute a base rate.

Section 12. Sheriff Department Nurses

Any person in this bargaining unit who is employed by the L.A. County Sheriff's Department on a permanent, full-time position or is employed by the Department of Mental Health and is working within a Sheriff's Custody facility and holds and RN I,

Sheriff, RN II, Sheriff, RN III, Sheriff or Supervising Staff Nurse (I or II), Sheriff will be provided a 5.5% bonus.

If the employee leaves the L.A. County Sheriff's Department of the Department of Mental Health, the bonus shall be discontinued effective on the employee's separation date from the department.

ARTICLE 58 OVERTIME

Section 1. Compensation

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

A. The County will pay overtime for all hours worked in excess of forty (40) in one week. "Hours worked" will be calculated as provided for by the Fair Labor Standards Act, 29 U.S.C. §201, et. seq. Hours worked do not include time for which persons are compensated but do not actually work, including but not limited to, sick leave and vacation pay, with the exception that those hours paid during a workweek for a regular County holiday or use of compensatory time will be counted in calculating hours worked for overtime purposes.

B. The County will pay employees for any overtime worked at a rate of one and one-half (1 ½) times his/her regular rate of pay. Regular rate of pay shall be calculated as provided for by the Fair Labor Standards Act.

C. The parties agree that there shall be no mandatory overtime after completion of any scheduled shift for employees covered by this MOU, except in the case of an emergency, health care crisis, a condition of local or widespread public disaster, an unpredictable, unscheduled occurrence that threatens the public safety and that requires the rapid deployment of personnel.

Section 2. Usage of Non-FLSA Compensatory Time

A. An employee shall not be directed by Management to take CTO without at least ten (10) business days prior notice, nor be denied a timely request to take such time off. Request for time off will be approved based on the need of the service as determined by Management.

B. CTO not used during the calendar year in which it is earned shall be carried over one (1) additional calendar year during which it must be taken. CTO not used within the above period shall be paid to employee at the straight time rate rather than lost.

Section 3. Accrual and Usage of FLSA Compensatory Time Off (CTO)

A. At the discretion of Management, an employee may be offered CTO in lieu of pay at a rate of one and one-half (1 ½) hours off for each hour of overtime worked not to exceed 81 hours of overtime accrual on record at any one time.

An employee shall be permitted to use such time off within a reasonable period after making the request, provided such use does not unduly disrupt departmental operations.

At Management's discretion, by mutual agreement between Management and the employee, an employee may be paid for a portion or all of his/her CTO at any time. The employee may opt to take off an equivalent number of hours in the same week or at some other mutually agreed time; the employee may opt to be paid for overtime or may accumulate compensatory time off at the overtime rate.

Section 4. Special Deferred Compensatory Time Off

On or after October 1, 1995, at the employee's option, Compensatory Time Off (CTO) accrued during the period from October 1, 1993 through and including June 30, 1994, and remaining on the books may continue to be taken as time off, subject to Management approval, or may be converted to pay. An employee electing payment for any portion of such CTO accrual balance may submit a request, and within forty-five (45) days of that request, shall be paid at the rate of pay then in effect for the employee.

Section 5. Savings Clause

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

Section 6. Distribution of Overtime

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

Section 7. Staffing by Overtime

A. The parties recognize that it is not in the interest of quality patient care to regularly rely on the use of overtime to staff nursing units.

B. To the extent that the need for supplemental staffing is required because of pre-planned absences such as scheduled leaves, holidays and vacations, Management shall make every effort to pre-schedule additional staffing resources to appropriately plan for patient care needs.

C. Overtime logs will be made available to any member of the Registered Nurses Committee on request.

Section 8. Department Head Authority

A Department Head may pay overtime to employees in lieu of compensatory time off when the Department Head* deems it essential to the effective operation of the department and its mission, subject to the approval of the Chief Executive Office.

(*Within Department of Health Services, Department Head is the Director of Health Services -"L" item.)

ARTICLE 59 SALARIES

Section 1.

The parties jointly agree to recommend to the County's Board of Supervisors that said Board adopt and implement the following general salary movement: four percent (4%) effective 10/1/06, three percent (3%) effective 1/1/08 and three percent (3%) effective 1/1/09 applicable to employees in the Unit effective on the dates indicated.

Additionally, the parties jointly recommend the Board of Supervisors adopt and implement the Registered Nurse salary range described in **Appendix II**. The salary ranges provided in this article are those established as a result of the redesigned Registered Nurse and Supervisory Registered Nurse salary structure and compensation plan.

Section 2. ADDITIONAL COMPENSATION

In addition to the general salary movement referenced in Section 1 above, the parties jointly agree to recommend to the Board of Supervisors that said Board adopt and implement the additional compensation: 2.75 percent effective July 1, 2007 and 2.75 percent effective July 1, 2008, applicable to the Registered Nurse classifications listed below:

Item Number	Title
5170	Graduate Nurse Anesthetist
5332	Interim Permittee, Nursing
5169	Nurse Anesthetist Trainee (1st Yr.)
5169	Nurse Anesthetist Trainee (2nd Yr)
5362	Operating Room Nurse Trainee
5355	Student Nurse Midwife

Section 3. Salary Structure

The County agrees to implement 20 salary ranges with 3% between each range, each with 20 steps for the Registered Nurse classifications covered by this MOU. Said salary schedule shall consist of a 2% increase between each salary step. The County shall implement the 20 step salary schedule for all members of this bargaining unit no later than April 1, 2007.

Pending implementation of the 20 step salary schedule, employees will continue to be compensated in accordance with the County of Los Angeles Salary Schedule included in Section 6.28.050 of the County Code as modified either by (I) the notes immediately following the Tables of Classes of Positions in Section 6.28.050 of the County Code or (II) the notes as defined in the 2003 Memorandum of Understanding for Bargaining Unit 311, Article 57, Salaries and Bargaining Unit 312, Article 57, Salaries, in addition to the general salary movement as specified in Section 1 above.

A. Initial Placement of Registered Nurse Salary Schedule

Registered Nurses will be placed onto the appropriate pay range to a maximum of step 13 which equals to 12 years of Registered Nurse experience. Advancement to step 13 of the salary schedule will use the following criteria:

1. If applicable, the Registered Nurse will be credited with 1 salary step for each year of verified experience gained outside of L.A. County (must be within the United States), and

2. One (1) salary step for each year of Registered Nurse experience gained in Los Angeles County. The last performance evaluation on file must have a rating of 'competent' or higher.

3. If the Registered Nurse's current salary is higher than the newly calculated step placement, the employee's salary will move to the next highest step.

B. Movement on Registered Nurse Salary Schedule for Incumbent Registered Nurses

Movement through the Registered Nurse Salary Range will occur for those who are eligible as follows:

The following step credits and general movements will be given to only those who are eligible:		
	Effective Date	To step: (max for year)
	10/1/06	4% general movement
Plan Implemented – Placement up to step 13 for uncredited previous experience from outside or inside LA County	4/1/07	13
1 step credit for previous uncredited RN experience from outside or inside LA County	7/1/07	14
	1/1/08	3% general movement
1 step credit for previous uncredited RN experience from outside or inside LA County	1/1/08	15
1 step credit on anniversary for step increase	1/1/08	16
1 step credit for previous uncredited RN experience from outside or inside LA County	7/1/08	17
	1/1/09	3% general movement
1 step credit for previous uncredited RN experience from outside or inside LA County	1/1/09	18
1 step credit on anniversary for step increase	1/1/09	19
1 step credit for previous uncredited RN experience from outside or inside LA County	7/1/09	20

C. New Hires

Placement of a newly hired Registered Nurse onto the salary schedule will be determined by the number of years of verified Registered Nurse experience within the United States. Each year of experience will equate to a step credit. When hired initially, the maximum step placement will be step 13 for 12 years of Registered Nurse experience, with the following exception: Newly hired Registered Nurses, with ten (10) years or more of experience, will be placed one step lower than an incumbent with the same amount of Registered Nurse experience.

Subsequent movement through the salary range will be the same as for all other nurses.

D. Anniversary Date

The anniversary date for salary step increases will initially change to January 1, 2007 for incumbent Registered Nurses.

The anniversary date for salary step increases for Registered Nurses hired and/or promoted after January 1, 2007, will be determined by existing Civil Service Rules.

E. Promotional Process after Salary Schedule Implementation

Future promotions within the Registered Nurse classifications will be processed in accordance to existing Civil Service Rules, with the following exceptions:

1. If the promotion is to a class that is within one salary range of the Registered Nurse's current salary the salary increase will be 3%, up to the maximum of the salary range.

2. The salary of a Registered Nurse being promoted more than one salary range will increase by 6% or to the first step of the new salary range, whichever is greater.

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

Section 4. 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. An employee shall not receive an annual step advance unless he has received a "competent" or better performance evaluation within the immediately preceding year, or has, as the resolution of a grievance, and for purposes of salary-step advancement only received an overall rating of "competent".

Where no performance evaluation is issued in accordance with Paragraph A. above, the employee may request his department in writing to issue a performance evaluation. The Department Head shall issue a performance evaluation within five (5) working days of the employee's request. If said evaluation is competent or better, the employee shall be granted a step advance effective to his step advance anniversary date.

c. An employee who has received an "Unsatisfactory" or "Improvement Needed" performance evaluation shall not be granted a step advancement in the position held when such rating was given until a "competent" or better rating is filed.

An employee who has been rated as "Improvement Needed" or "Unsatisfactory" and denied the scheduled step advance who successfully grieves the rating and is subsequently rated overall as "competent" shall be granted a step advance effective to his step advance anniversary date.

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

(1) Where no Performance Evaluation is issued in accordance with Paragraph b. above, the employee may file a grievance with the Department of Human Resources Office. If the Director of Personnel fails to obtain issuance of such Performance Evaluation within ten days after the grievance is filed with the Department of Human Resources Office the employee shall be deemed competent and the step advance shall be processed within 30 days effective to his step anniversary date.

(2) Where the department head issues a Performance Evaluation upon the request of the Department of Human Resources Office, and said Performance Evaluation is competent or better, the employee shall be provided a step advance within 30 days effective to his step advance anniversary date.

(3) Grievances based on an Improvement Needed Performance Evaluation shall be filed within ten days of issuance with the department head or his designated representative who shall respond to the grievance within ten days. Appeals from a department head decision shall be processed in accordance with Civil Service Rules.

e. During the term of this agreement, should any changes be made in the existing categories of Performance Evaluations which adversely impact 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 Evaluation.

Section 5

It is agreed that a Department Head (e.g., Health Services, Mental Health, or Sheriff) in the exercise of his/her discretion, may elect to implement or discontinue an internal registry. Management, however, agrees to meet and consult with the Union if an internal registry is discontinued. Further, it is understood that a registered nurse may work an internal registry

in accordance with the needs of the service.

Paycheck errors will be resolved in accordance with Article 31, Employee Paycheck Errors of the current MOU.

Section 6. Registered Nurse Classification and Compensation System

The County and the Union agree to meet and confer regarding issues related to salary grid placement determinations for RN classifications and any other issues mutually agreed upon. Said reopener shall commence 12 months from the date of Board of Supervisor approval of the MOU.

APPENDIX B

EMPLOYEE RIGHTS AND RESPONSIBILITIES UNDER THE FAMILY AND MEDICAL LEAVE ACT

Basic Leave Entitlement

FMLA requires covered employers to provide up to 12 weeks of unpaid, job-protected leave to eligible employees for the following reasons:

- For incapacity due to pregnancy, prenatal medical care or child birth;
- To care for the employee's child after birth, or placement for adoption or foster care;
- To care for the employee's spouse, son or daughter, or parent, who has a serious health condition; or
- For a serious health condition that makes the employee unable to perform the employee's job.

Military Family Leave Entitlements

Eligible employees with a spouse, son, daughter, or parent on active duty or call to active duty status in the National Guard or Reserves in support of a contingency operation may use their 12-week leave entitlement to address certain qualifying exigencies. Qualifying exigencies may include attending certain military events, arranging for alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, and attending post-deployment reintegration briefings.

FMLA also includes a special leave entitlement that permits eligible employees to take up to 26 weeks of leave to care for a covered servicemember during a single 12-month period. A covered servicemember is a current member of the Armed Forces, including a member of the National Guard or Reserves, who has a serious injury or illness incurred in the line of duty on active duty that may render the servicemember medically unfit to perform his or her duties for which the servicemember is undergoing medical treatment, recuperation, or therapy; or is in outpatient status; or is on the temporary disability retired list.

Benefits and Protections

During FMLA leave, the employer must maintain the employee's health coverage under any "group health plan" on the same terms as if the employee had continued to work. Upon return from FMLA leave, most employees must be restored to their original or equivalent positions with equivalent pay, benefits, and other employment terms.

Use of FMLA leave cannot result in the loss of any employment benefit that accrued prior to the start of an employee's leave.

Eligibility Requirements

Employees are eligible if they have worked for a covered employer for at least one year, for 1,250 hours over the previous 12 months, and if at least 50 employees are employed by the employer within 75 miles.

Definition of Serious Health Condition

A serious health condition is an illness, injury, impairment, or physical or mental condition that involves either an overnight stay in a medical care facility, or continuing treatment by a health care provider for a condition that either prevents the employee from performing the functions of the employee's job, or prevents the qualified family member from participating in school or other daily activities.

Subject to certain conditions, the continuing treatment requirement may be met by a period of incapacity of more than 3 consecutive calendar days combined with at least two visits to a health care provider or one visit and a regimen of continuing treatment, or incapacity due to pregnancy, or incapacity due to a chronic condition. Other conditions may meet the definition of continuing treatment.

Use of Leave

An employee does not need to use this leave entitlement in one block. Leave can be taken intermittently or on a reduced leave schedule when medically necessary. Employees must make reasonable efforts to schedule leave for planned medical treatment so as not to unduly disrupt the employer's operations. Leave due to qualifying exigencies may also be taken on an intermittent basis.

Substitution of Paid Leave for Unpaid Leave

Employees may choose or employers may require use of accrued paid leave while taking FMLA leave. In order to use paid leave for FMLA leave, employees must comply with the employer's normal paid leave policies.

Employee Responsibilities

Employees must provide 30 days advance notice of the need to take FMLA leave when the need is foreseeable. When 30 days notice is not possible, the employee must provide notice as soon as practicable and generally must comply with an employer's normal call-in procedures.

Employees must provide sufficient information for the employer to determine if the leave may qualify for FMLA protection and the anticipated timing and duration of the leave. Sufficient information may include that the employee is unable to perform job functions, the family member is unable to perform daily activities, the need for hospitalization or continuing treatment by a health care provider, or circumstances supporting the need for military family leave. Employees also must inform the employer if the requested leave is for a reason for which FMLA leave was previously taken or certified. Employees also may be required to provide a certification and periodic recertification supporting the need for leave.

Employer Responsibilities

Covered employers must inform employees requesting leave whether they are eligible under FMLA. If they are, the notice must specify any additional information required as well as the employees' rights and responsibilities. If they are not eligible, the employer must provide a reason for the ineligibility.

Covered employers must inform employees if leave will be designated as FMLA-protected and the amount of leave counted against the employee's leave entitlement. If the employer determines that the leave is not FMLA-protected, the employer must notify the employee.

Unlawful Acts by Employers

FMLA makes it unlawful for any employer to:

- Interfere with, restrain, or deny the exercise of any right provided under FMLA;
- Discharge or discriminate against any person for opposing any practice made unlawful by FMLA or for involvement in any proceeding under or relating to FMLA.

Enforcement

An employee may file a complaint with the U.S. Department of Labor or may bring a private lawsuit against an employer.

FMLA does not affect any Federal or State law prohibiting discrimination, or supersede any State or local law or collective bargaining agreement which provides greater family or medical leave rights.

FMLA section 109 (29 U.S.C. § 2619) requires FMLA covered employers to post the text of this notice. Regulations 29 C.F.R. § 825.300(a) may require additional disclosures.

For additional information:
1-866-4US-WAGE (1-866-487-9243) TTY: 1-877-889-5627
WWW.WAGEHOUR.DOL.GOV

U.S. Wage and Hour Division

DEPARTMENT OF FAIR EMPLOYMENT & HOUSING
2218 Kausen Drive, Suite 100
Elk Grove, CA 95758

"NOTICE A"

PREGNANCY DISABILITY LEAVE

Under the California Fair Employment and Housing Act (FEHA), if you are disabled by pregnancy, childbirth or related medical conditions, you are eligible to take a pregnancy disability leave (PDL). If you are affected by pregnancy or a related medical condition, you are also eligible to transfer to a less strenuous or hazardous position or to less strenuous or hazardous duties, if this transfer is medically advisable. You are also eligible to receive reasonable accommodation for conditions related to pregnancy, childbirth, or related medical conditions if you request it with the advice of your health care provider.

- The PDL is for any period(s) of actual disability caused by your pregnancy, childbirth or related medical conditions up to four months (or 88 work days for a full-time employee) per pregnancy.
- The PDL does not need to be taken in one continuous period of time but can be taken on an as-needed basis.
- Time off needed for prenatal care, severe morning sickness, doctor-ordered bed rest, childbirth, and recovery from childbirth would all be covered by your PDL.
- Generally, we are required to treat your pregnancy disability the same as we treat other disabilities of similarly situated employees. This affects whether your leave will be paid or unpaid.
- You may be required to obtain a certification from your health care provider of your pregnancy disability or the medical advisability for a transfer or reasonable accommodation. The certification should include:
  1) the date on which you become disabled due to pregnancy or the date of the medical advisability for the transfer or reasonable accommodation;
  2) the probable duration of the period(s) of disability or the period(s) for the advisability of the transfer or reasonable accommodation; and,
  3) a statement that, due to the disability, you are unable to work at all or to perform any one or more of the essential functions of your position without undue risk to yourself, the successful completion of your pregnancy or to other persons or a statement that, due to your pregnancy, the transfer or reasonable accommodation is medically advisable.
- At your option, you can use any accrued vacation or other accrued time off as part of your pregnancy disability leave before taking the remainder of your leave as an unpaid leave. We may require that you use up any available sick leave during your leave. You may also be eligible for state disability insurance for the unpaid portion of your leave.
- Taking a pregnancy disability leave may impact certain of your benefits and your seniority date. If you want more information regarding your eligibility for a leave, the impact of the leave on your seniority and benefits, and our policy for other disabilities, please contact

_____ _____
Employer's Contact Person at Employer's Telephone Number

DEPARTMENT OF FAIR EMPLOYMENT & HOUSING
2218 Kausen Drive, Ste. 100, Elk Grove, CA 95758
(916) 478-7251 TTY (800) 700-2320 Fax (916) 478-7329
www.dfeh.ca.gov

"NOTICE B"

FAMILY CARE AND MEDICAL LEAVE (CFRA LEAVE) AND PREGNANCY DISABILITY LEAVE

- Under the California Family Rights Act of 1993 (CFRA), if you have more than 12 months of service with us and have worked at least 1,250 hours in the 12-month period before the date you want to begin your leave, you may have a right to an unpaid family care or medical leave (CFRA leave). This leave may be up to 12 workweeks in a 12-month period for the birth, adoption, or foster care placement of your child or for your own serious health condition or that of your child, parent or spouse.
- Even if you are not eligible for CFRA leave, if disabled by pregnancy, childbirth or related medical conditions, you are entitled to take a pregnancy disability leave of up to four months, depending on your period(s) of actual disability. If you are CFRA-eligible, you have certain rights to take BOTH a pregnancy disability leave and a CFRA leave for reason of the birth of your child. Both leaves contain a guarantee of reinstatement to the same or to a comparable position at the end of the leave, subject to any defense allowed under the law.
- If possible, you must provide at least 30 days advance notice for foreseeable events (such as the expected birth of a child or a planned medical treatment for yourself or of a family member). For events which are unforeseeable, we need you to notify us, at least verbally, as soon as you learn of the need for the leave.
- Failure to comply with these notice rules is grounds for, and may result in, deferral of the requested leave until you comply with this notice policy.
- We may require certification from your health care provider before allowing you a leave for pregnancy or your own serious health condition or certification from the health care provider of your child, parent, or spouse who has a serious health condition before allowing you a leave to take care of that family member. When medically necessary, leave may be taken on an intermittent or a reduced work schedule.
- If you are taking a leave for the birth, adoption or foster care placement of a child, the basic minimum duration of the leave is two weeks and you must conclude the leave within one year of the birth or placement for adoption or foster care.
- Taking a family care or pregnancy disability leave may impact certain of your benefits and your seniority date. If you want more information regarding your eligibility for a leave and/or the impact of the leave on your seniority and benefits, please contact [_____]

APPENDIX I

DISPUTE RESOLUTION AGREEMENT

**(insert copy of agreement
dated 4/20/05)**

APPENDIX II

SALARY GRID DETAIL

Insert:

1. Original Grid (Grid #1)
2. Implementation Grid –original grid with 4% General Movement (Grid #2)
3. Grid effective 1/1/08 - 3% General Movement (Grid #3)
4. Grid effective 1/1/09 - 3% General Movement (Grid #4)

APPENDIX III

SALARY GRID ASSIGNMENTS

Class	Item No.	Grid Assignment
Registered Nurse I	5133	1
Registered Nurse II	5134	2
Registered Nurse III	5135	3
Registered Nurse I, Sheriff	5139	1
Registered Nurse II, Sheriff	5140	2
Registered Nurse III, Sheriff	5141	3
Clinical Instructor, RN	5208	4
Nursing Instructor	5214	7
Nurse Training Consultant	5215	9
Senior Nursing Instructor	5216	9
Nursing Instructor, School of Nursing	5210	10
Sr. Nursing Instructor, School of Nursing	5212	11
Medical Service Coordinator, CCS	5350	2
Occupational Health Nurse Specialist	5255	3
Clinical Nurse Specialist	5357	13
Nurse Midwife	5359	15
Nurse Practitioner	5121	11
Assistant Mental Health Counselor, RN	5276	3
Mental Health Counselor, RN	5278	6
Nurse Anesthetist II	5172	19
Nurse Anesthetist Instructor	5175	20
Assistant Program Specialist, PHN	5233	7

APPENDIX III

SALARY GRID ASSIGNMENTS (Continued)

Class	Item No.	Grid Assignment
Public Health Nurse	5230	4
Health Facilities Evaluator, Nursing	5707	2
Sr. Health Facilities Evaluator, Nursing	5708	3
Program Specialist, PH Nursing	5237	9
Supervising Clinic Nurse I	5329	6
Supervising Clinic Nurse II	5330	8
Supervising Medical Service Coord, CCS	5356	8
Supervising Staff Nurse I	5338	6
Supervising Staff Nurse II	5339	8
Supervising Staff Nurse I, Sheriff	5340	6
Supervising Staff Nurse II, Sheriff	5341	8
Supervising Surgery Nurse I	5365	6
Supervising Surgery Nurse II	5366	8
Supervising Health Facilities Evaluator, Nursing	5709	6
Health Facilities Consultant, Nursing	5701	10
Utilization Review Nurse Supervisor I	5125	6
Utilization Review Nurse Supervisor II	5126	8
Senior Mental Health Counselor, RN	5280	8
Chief Nurse-Midwife	5360	17
Public Health Nursing Supervisor	5236	8

APPENDIX IV

Acute care staffing in accordance with the State Department of Public Health Licensing and Certification requirements. As per part (a) of Title 22 of the California Code of Regulations, Section 70217, Nursing Service Staff, subsection (a), staffing in General Acute Care Hospitals shall be maintained as follows:

(1) Critical care unit, including an intensive care newborn nursery shall be staffed at a ratio of 1 registered nurse to 2 patients or fewer at all times.

(2) The surgical service operating room shall have at least one circulating registered nurse and a minimum of one additional person serving as a scrub assistant.

(3) Labor and Delivery: Active labor - 1:2 or fewer at all times; antepartum non-active labor - 1:4 or fewer at all times.

(4) Postpartum: mother-baby couplets – 1:4 or fewer at all times; mothers only – 1:6 or fewer at all times; multiple births, mother plus infants – 1:8 or fewer at all times.

(5) Combined Labor/Delivery/Postpartum: 1:3 or fewer at all times.

(6) Pediatrics: 1:4 or fewer at all times.

(7) Post Anesthesia Room: 1:2 or fewer at all times.

(8) Emergency Department: Patients receiving treatment: 1 to 4 or fewer at all times; Triage: at least one Registered Nurse who shall not be counted in the ratios and shall be immediately available to triage patients upon their arrival in the emergency department. When there are no patients needing triage, the RN may assist by performing other nursing tasks. Trauma: 1:1 shall be maintained at all times; Critical Care: 1:2 or fewer at all times.

(9) Step-down Unit: 1:3 or fewer at all times.

(10) Telemetry Unit: 1:4 or fewer at all times.

(11) Medical/Surgical Care Units: 1:5 or fewer at all times.

(12) Specialty Care Units: 1 to 4 or fewer at all times.

(13) Psychiatric or Behavioral Medicine Units: 1:6 or fewer at all times.

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.

SEIU, LOCAL 721, CTW, CLC
AUTHORIZED REPRESENTATIVE

By_____
EXECUTIVE DIRECTOR
SEIU, Local 721, CTW, CLC

COUNTY OF LOS ANGELES
AUTHORIZED MANAGEMENT
REPRESENTATIVE

By_____
WILLIAM T FUJIOKA
Chief Executive Officer

TO BE JOINTLY SUBMITTED TO COUNTY'S BOARD OF SUPERVISORS

SIGNATURE PAGE (Continued)

SEIU, LOCAL 721, CTW, CLC
AUTHORIZED REPRESENTATIVE

By Datanna Thompson, RN

By Rita L. Wright RN

By Remie Agdeppa RN

By

By

By

By

By

By

COUNTY OF LOS ANGELES
AUTHORIZED MANAGEMENT
REPRESENTATIVE

By Rolinetta Jones

By Sharon Tucker DPH

By

By

By

By