

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

THIS MEMORANDUM OF UNDERSTANDING, made and entered into this 21<sup>st</sup> day of  
November, 2006,

BY AND BETWEEN

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

AND

Association of Psychiatric Social  
Workers/American Federation of State,  
County and Municipal Employees  
(hereinafter referred to as APSW/  
AFSCME or "Union")

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ARTICLE 1            RECOGNITION

Pursuant to the provisions of the Employee Relations Ordinance of the County of Los Angeles and applicable State law, Local 2712, AFSCME was certified on May 26, 1970, by County Employee Relations Commission (Employee Relations Commission File No. 27-70) as the majority representative of County employees in the Psychiatric Social Workers Employee Representation Unit (hereinafter "Unit") previously found to be appropriate by said Employee Relations Commission. Management hereby recognizes APSW affiliated with Local 2712, AFSCME as the certified majority representative of the employees in said Unit. The term "employee" or "employees" as used herein shall refer only to employees employed by County in said Unit as listed in Article 6, Salaries, as well as such classes as may be added hereafter by the Employee Relations Commission.

Members of Unit 721, not to exceed a total of six (6) who, upon request of the Association, are excused from their regular assignment for the purpose of attending and/or participating in negotiating sessions shall suffer no loss of regular pay. Time lost from regularly scheduled work and spent in negotiations shall be computed as time worked for payroll purposes.

ARTICLE 2            NON-DISCRIMINATION

The parties mutually recognize and agree fully to protect the rights of all employees covered hereby to join and participate in the activities of the APSW/AFSCME 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, gender, sexual orientation, age, national origin, political or religious opinions or affiliations, or handicapped status, or other non-merit factors as defined by the Civil Service Rule No. 25.

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

ARTICLE 3            IMPLEMENTATION

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

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

Notwithstanding the foregoing, in the event the Board of Supervisors fails to take all 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 date of ratification by County's Board of Supervisors. If the parties do not mutually agree to implement appropriate provisions of this Memorandum not requiring approval by the Board of Supervisors, then negotiations shall resume upon the request of either party.

ARTICLE 4      TERM

The term of this Memorandum of Understanding shall commence on the date when the terms and conditions for its effectiveness, as set forth in Article 3, Implementation, are fully met, but in no event shall said Memorandum of Understanding become effective prior to 12:01 a.m. on October 1, 2006. This Memorandum of Understanding shall expire and otherwise be fully terminated at 12:00 a.m. on September 30, 2009.

ARTICLE 5            RENEGOTIATIONSection 1            Calendar for Negotiations

In the event either party hereto desires to negotiate a successor Memorandum of Understanding, such party shall serve upon the other during the period from May 1 through May 31, 2009, its written request to commence negotiations as well as its full and entire written proposals for such successor Memorandum of Understanding.

Upon receipt of such written notice and proposals, negotiations shall begin no later than 30 days after such receipt or June 1, 2009 whichever is later. An impasse concerning the items under negotiations shall be declared automatically if full and entire agreement on the terms of a successor Memorandum of Understanding is not reached by August 31, 2009 unless the parties mutually agree to continue negotiations.

ARTICLE 6      SALARIESSection 1      Recommended Salary Adjustment

ITEM NO	ITEM CLASSIFICATION	EFFECTIVE DATE	NOTE	SCH	MINIMUM RATE	MAXIMUM RATE
9030	MENTAL HEALTH CLINICIAN	CURRENT		84F	4136.91	5139.64
		10/01/2006		85L	4302.55	5346.00
		07/01/2007	NN	85L	4302.55	5492.64
		01/01/2008	NN	87A	4432.00	5657.00
		07/01/2008	NM	87A	4432.00	5813.00
		01/01/2009	NM	88B	4565.36	5987.91
8148	MENTAL HEALTH SERVICES COORD I	CURRENT	N3	84E	4599.45	5126.91
		10/01/2006	N3	85K	4784.55	5333.00
		07/01/2007	N3N	85K	4784.55	5479.27
		01/01/2008	N3N	86L	4928.00	5643.27
		07/01/2008	N3M	86L	4928.00	5798.82
		01/01/2009	N3M	88A	5076.00	5973.00
9037	PSYCHIATRIC SOCIAL WORK CONSULTANT	CURRENT	N3	85K	4784.55	5333.00
		10/01/2006	N3	87D	4977.09	5547.18
		07/01/2007	N3N	87D	4977.09	5699.55
		01/01/2008	N3N	88E	5126.91	5871.18
		07/01/2008	N3M	88E	5126.91	6032.64
		01/01/2009	N3M	89F	5281.00	6213.82
9034	PSYCHIATRIC SOCIAL WORKER I	CURRENT	N2	81F	4026.55	4737.64
		10/01/2006	N2	82L	4187.82	4928.00
		07/01/2007	N2N	82L	4187.82	5063.64
		01/01/2008	N2N	84A	4313.00	5216.00
		07/01/2008	N2M	84A	4313.00	5359.00
		01/01/2009	N2M	85B	4443.09	5519.73
9035	PSYCHIATRIC SOCIAL WORKER II	CURRENT	N3W	84F	4610.82	5425.82
		10/01/2006	N3W	85L	4796.27	5643.27
		07/01/2007	N3NW	85L	4796.27	5798.82
		01/01/2008	N3NW	87A	4940.00	5973.00
		07/01/2008	N3MW	87A	4940.00	6137.00
		01/01/2009	N3MW	88B	5088.73	6321.73

Effective March 1, 1999, whenever any person employed as a Psychiatric Social Worker II (Item No. 9035) or Psychiatric Social Work Consultant (Item No. 9037) has been on the top step of the established salary range for Psychiatric Social Worker II (Item No. 9035) or Psychiatric Social Work Consultant (Item No. 9037) for at least one (1) year, he/she shall

receive additional compensation of twelve (12) standards levels above the top step otherwise established for these classes.

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

Section 2                      Step Advances

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

Where no Performance Evaluation is issued in accordance with Paragraph a. above, the employee may request his department in writing to issue a Performance Evaluation. The department head shall issue a Performance Evaluation within five days of the employee's request. If said Evaluation is competent or better, the employee shall be granted a step advance effective to his step advance anniversary date.

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.

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

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

2. Where the department head issues a Performance Evaluation upon request of the Department of Human Resources, and said Performance Evaluation is competent or better, the employee shall be provided a step advance within 30 days effective to his step advance anniversary date.
3. Grievances based on an Improvement Needed Performance Evaluation shall be filed within ten days of issuance with the department head or his designated representative who shall respond to the grievance within ten days.

Appeals from a department head decision shall be processed in accordance with Civil Service Rules.

- D. During the term of this agreement, should any changes be made in the existing categories of Performance Evaluations which adversely impacts the application of this Section, the parties agree to meet and renegotiate this Section. In the event an agreement cannot be reached through negotiations, it is agreed that the Union may submit the dispute to arbitration. The arbitrator shall issue an award on the step advances as affected by the changes in existing categories of Performance Evaluations.

Section 3

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

ARTICLE 7            OVERTIMESection 1            Compensation

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

- A. The County will pay overtime for all hours worked in excess of forty (40) hours in one week. "Hours worked" will be calculated as provided for by the Fair Labor Standards Act, 29 U.S.C. §201, et. seq. Hours worked do not include time for which persons are compensated but do not actually work, including but not limited to, sick leave and vacation pay, with the exception that hours paid during a workweek for a regular County holiday will be counted in calculating hours worked for overtime purposes.
- B. The County will pay employees for any overtime worked at a rate of one and one-half (1 1/2) times his/her regular rate of pay. Regular rate of pay shall be calculated as provided for by the Fair Labor Standards Act.
- C. An employee may request compensatory time off (CTO) in lieu of pay at a rate of one and one-half (1-1/2) hours off for each hour of overtime worked to a maximum of 32 hours on the books at any one time. To use compensatory time, an employee must submit a written request to the immediate supervisor at least five (5) working days prior to the first date requested to be off. Such accumulated compensatory time may be taken off subject to staffing requirements and with prior written approval

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

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

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

D. Payoff of Special Deferred CTO

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

Section 2                      Usage of Non-FLSA Earned Compensatory Time

- A.     Employees shall not be directed by Management to take compensatory time off without at least ten (10) business days' notice or be denied a timely request to take such time off. Requests for time-off will be approved based on the needs of the service as determined by Management.
  
- B.     With prior approval of departmental Management, accumulated compensatory time not used during the calendar year in which it is earned may be carried over one (1) additional calendar year during which it must be taken. Compensatory time not used within the above period shall be paid to the employee at the straight time rate rather than lost.

ARTICLE 8            EMPLOYEE BENEFITS

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

ARTICLE 9            SPECIAL PAY PRACTICES

Section 1            Evening and Night Shift Differential

Persons employed in classifications within this Bargaining Unit who are assigned to a regularly scheduled evening or night shift as defined in the County Code shall receive 40 cents per hour bonus for each hour worked during such shift:

Effective July 1, 1988, the evening and night shift differentials shall be 50 cents per hour bonus for each hour worked during such shifts.

Effective April 1, 2001, persons employed in classifications within this Bargaining Unit who are assigned to a regularly scheduled evening or night shift as defined in the County Code shall receive 75 cents per hour bonus for each hour worked during such shift.

Section 2            Call-Back

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

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

employee; i.e., there shall be no pyramiding of time and one-half pay as a result of call back.

If an employee's work schedule must be altered to accommodate operational requirements on any scheduled work day and the employee is required to report for work up to two hours earlier than his/her normal shift starting time, this shall be considered an early shift start and not a call back.

Employees assigned to an early shift start will be allowed to work to the end of their normal shift provided work is available in their classification.

Section 3                      Standby

- A. Persons employed by the Department of Mental Health as a Psychiatric Social Worker I (Item No. 9034) and Psychiatric Social Worker II (Item No. 9035), who are assigned to a Mental Health Alert Team or Psychiatric Mobile Response Team shall receive a \$1.00 per hour bonus, but not to exceed a maximum of \$300.00 per month (\$150.00 per pay period), for each hour such person is assigned to regularly scheduled standby periods which occur at off-duty times.

Effective April 1, 2001, persons employed by the Department of Mental Health as a Psychiatric Social Worker I (Item No. 9034) and Psychiatric Social Worker II (Item No. 9035), who are assigned to a Mental Health Alert Team, Psychiatric Mobile Response Team, Adult Targeted Case Management Services (ATCMS), Community

