

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

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

BY AND BETWEEN

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

AND

SOCIAL SERVICES UNION, Local 535, SEIU,
AFL-CIO (hereinafter referred to as "Local 535"
or "Union")

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ARTICLE 1 PURPOSE

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

ARTICLE 2 RECOGNITION

Pursuant to the provisions of the Employee Relations Ordinance of the County of Los Angeles and applicable State law, Joint Council of Los Angeles County Employees Association, Local 660 and Social Services Union, Local 535, was certified on May 26, 1970 by County's Employee Relations Commission (Employee Relations Commission File No. 27-70) as the majority representative of County employees in the Supervisory Social Services Employees Representation Unit (hereinafter "Unit") previously found to be appropriate by said Employee Relations Commission. On June 21, 1991, the County's Employee Relations Commission divided the Unit into two (2) separate bargaining units (Um 3-91), and on July 19, 1991, the Commission amended this certification and certified the Social Services Union, Local 535 as the majority representative of this unit. Management hereby recognizes SEIU, Local 535 as the certified majority representative of the employees in said unit. The term "employee" or "employees" as used herein shall refer only to employees employed by the County in said Unit in the classifications listed in Article 7, Salaries, as well as such classes as may be added hereafter by the Employee Relations Commission.

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

ARTICLE 3 NON-DISCRIMINATION

The parties mutually recognize and agree fully to protect the rights of all employees covered hereby to join and participate in the activities of the Union and all other rights in the Employee Relations Ordinance and Government Code, 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, handicapped status or other non-merit factors.

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

ARTICLE 4 IMPLEMENTATION

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

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

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

ARTICLE 5 TERM

The term of this Memorandum of Understanding shall commence on the date when the terms and conditions for its effectiveness, as set forth in Article 4, Implementation, are fully met, but in no event shall said Memorandum of Understanding become effective prior to 12:01 a.m. on October 1, 2006. This Memorandum of Understanding shall expire and otherwise be fully terminated at 12:00 midnight on September 30, 2009.

ARTICLE 6 RENEGOTIATIONSection 1.

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

Section 2. Supervising Children Social Workers

The parties agree that Supervising Children's Social Workers will participate in the Labor/Management Interest-based Caseload/Workload Facilitation as set forth in Section 3 of Article 18 of the Children's Social Worker MOU (#723).

Section 3. Re-opener/Social Services Supervisors and Gain Services Supervisors

The parties agree that Social Services Supervisors and Gain Services Supervisors will participate in re-opener negotiations as set forth in Article 6 of the Social Workers MOU (#711).

Section 4 Re-Opener Negotiations (April 1, 2007)

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

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

ARTICLE 7 SALARIES

Section 1. Recommended Salary Adjustments

1. Effective July 1, 1994, the period of time required for advancement from step 5 to step 6 shall be reduced from 24 months to 12 months for all classes which require 24 months for such advancement prior to July 1, 1994. Each employee who has been at step 5 of the employee's range for at least 12 months shall be advanced to step 6, on July 1, 1994 and a new step anniversary date will be established.

2. a. Effective July 1, 1994, the parties agree to add a sixth step to the salary range for Supervising Children's Social Worker (Item Number 9074). This sixth step shall be two standard salary schedules (approximately 5-1/2%) above the fifth step. Employees will be eligible for advancement to step 6 after serving 12 months at step 5. Each employee who has been at step 5 for at least 12 months shall be advanced to step 6 on July 1, 1994. Effective October 1, 1995, the parties agree to add a seventh step to the salary range for Supervising Children's Social Worker. This seventh step shall be two standard salary schedules (approximately 5-1/2%) above the sixth step. Employees will be eligible for advancement to the seventh step after serving 12 months at the sixth step.

- b. Effective 10/1/95, advancement to Steps 6 and 7 for employees in the class of Supervising Children's Social Worker shall require completion of 16 hours of certified in-service training during the preceding 12 months, subject to the following conditions:
- 1) Management shall offer sufficient in-service training opportunities for Supervising Children's Social Workers to complete the training necessary to move to Steps 6 and 7.
 - 2) Management shall offer a significant portion of this training at locations within each region where Supervising Children's Social Workers are assigned.
 - 3) In-service training includes departmental training sessions and departmental approved training via video tape.
 - 4) Job related outside training will satisfy an employee's training requirement if approved by management.

If management fails to comply with these conditions, affected employees who have a competent or better performance evaluation will advance to the next step independently of their satisfaction of the training requirement.

3. Effective October 1, 1995, the salary for Supervising Children's Social Worker will be increased by 2.25% (9 levels) provided that the 1995-96 Child Welfare Services (CWS) allocation to Los Angeles County (total Federal, State, and County dollars) is no less than the 1994-95 CWS allocation to Los Angeles County.
4. Effective July 1, 1994, the parties agree to add a seventh step to the salary range for each classification in this unit except Supervising Children's Social Worker. This seventh step shall be two standard salary schedules (approximately 5-1/2%) above the sixth step for each classification. Employees will be eligible for advancement to the seventh step after serving 12 months at sixth step.
5. Effective October 1, 1995, the parties agree to add an eighth step to the salary range for each classification in this unit except Supervising Children's Social Worker. This eighth step shall be two standard salary schedules (approximately 5-1/2%) above the seventh step for each classification. Employees will be eligible for advancement to the eighth step after serving 12 months at seventh step.
6. Effective July 1, 1994 any GAIN Services Supervisor (Item Number 9166) who is employed in that class on June 30, 1994, and who possesses a bachelor's degree from an accredited college or university shall receive an increase of two additional steps (approximately 11%) or be advanced to the top of the range, whichever is less. Such action will not set a new step anniversary date. Employees appointed to GAIN Services Supervisor on or after July 1, 1994, shall not receive the two additional steps for possessing a Bachelor's Degree.

Effective July 1, 1994, those GAIN Services Supervisors whose initial salary upon appointment to their County position fell between two standard salary steps shall be advanced to the next higher step. Such placement will not affect the employee's step anniversary date.

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

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

In addition, effective April 1, 2007, a 2.75% (11 levels) inequity shall be applied to the following classes: Gain Services Supervisor; Social Services Supervisor; and Supervising Children's Social Worker.

ITEM NO	ITEM CLASSIFICATION	EFFECTIVE DATE	NOTE	SCH	MINIMUM RATE	MAXIMUM RATE
9166	GAIN SERVICES SUPERVISOR	CURRENT	NR	76G	3346.09	4880.00
		10/01/2006	NR	78A	3478.00	5076.00
		04/01/2007	NR	79A	3573.00	5216.00
		01/01/2008	NR	80B	3678.18	5372.36
		01/01/2009	NR	81C	3788.55	5533.45
9058	SOCIAL SERVICES SUPERVISOR	CURRENT	NR	76G	3346.09	4880.00
		10/01/2006	NR	78A	3478.00	5076.00
		04/01/2007	NR	79A	3573.00	5216.00
		01/01/2008	NR	80B	3678.18	5372.36
		01/01/2009	NR	81C	3788.55	5533.45
9011	SUPVG APPEALS HEARING SPECIALIST	CURRENT	NR	78L	3564.36	5203.27
		10/01/2006	NR	80E	3705.73	5412.45
		01/01/2008	NR	81F	3816.36	5574.64
		01/01/2009	NR	82G	3929.27	5742.09
		9074	SUPVG CHILDREN'S SOCIAL WORKER	CURRENT	N3R	86D
10/01/2006	N3R			87J	5038.91	6608.45
04/01/2007	N3R			88J	5177.82	6790.09
01/01/2008	N3R			89K	5333.00	6993.82
01/01/2009	N3R			90L	5492.64	7203.45

Section 2. Step Advances

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

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

Where no Performance Evaluation is issued in accordance with Paragraph a. above, the employee may request his department in writing to issue a Performance Evaluation.

The department head shall issue a Performance Evaluation within five days of the employee's request. If said Evaluation is competent or better, the employee shall be granted a step advance effective to his step advance anniversary date.

- c. Grievances arising out of this section shall be processed as follows:
 - (1) Where no Performance Evaluation has been issued in accordance with Paragraph b. above, the employee may file a grievance with the Department of Human Resources. 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, 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.

All employees appointed to Supervising Children's Social Worker on or after July 1, 1981, who possess a Master's Degree in Social Work, or a Master's Degree in family or psychological counseling or psychology from an accredited college or university shall be placed no lower than step 3.

Persons currently employed as a Supervising Children's Social Worker who, on July 1, 1981, possess a Master's Degree in a field described in the paragraph above, shall be moved to the third step of the salary range, if such employee is on the first or second step of the salary range. Also, any person employed as a Supervising Children's Social Worker who earns a Master's Degree in a field described above, shall be moved to the third step of the salary range, effective on the first day of the month after the attainment of such degree.

Section 4.

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

Section 5.

Between March 1, 2000 and February 28, 2003, if any non-safety bargaining unit receives Base Salary General Movement in an amount greater than that provided above (9% excluding

e.g. market based recruitment and retention adjustments, special bonuses, shift differentials, etc.) then the base salary general movement for employees covered by this MOU will be increased accordingly.

ARTICLE 8 OVERTIMESection 1. Compensation

For all employees in this unit, for the term of this agreement, 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, vacation pay, and holidays. Hours paid during a workweek for a regular County holiday will be counted in calculating hours worked for overtime purposes.

The County will pay employees for any overtime worked at a rate of one and one half (1½) times his/her regular rate of pay. Regular rate of pay shall be calculated as provided for by the Fair Labor Standards Act.

For employees in DCFS and CSS, an employee may elect compensatory time off, in lieu of pay, at a rate of one and one-half (1½) hours for each hour of overtime to a maximum of 54 hours worked. The employee may exercise this option when the employee works overtime. Management shall not decide to order or authorize overtime based on an employee's choice of pay or compensatory time off.

If an employee has 81 hours of accumulated compensatory overtime on the books, the employee shall not elect to choose any additional overtime at compensatory time off in lieu of pay.

Section 2. Usage of Compensatory Time For DCFS and CSS Employees Only

- A. An employee shall not be directed by Management to take compensatory time off without at least ten (10) business days prior notice nor be denied a timely request to carry over. Requests for time off will be approved based on the needs of the service as determined by management.
- B. The employee may accumulate compensatory time off. With prior approval of departmental Management, accumulated compensatory time off not used during the calendar year in which it is earned may be carried over for up to two years not to exceed 81 hours total accumulated compensatory time. Compensatory time not used within the above period (and recorded at time and one-half) shall be paid to the employee at the straight time rate rather than lost.

Section 3.

Notwithstanding any other provisions of this Memorandum of Understanding:

- A. The following provisions shall continue to apply to all overtime accumulated between October 1, 1993, and June 30, 1994, and compensated with compensatory time off (CTO).
- (1) Such CTO either (a) may be taken off at the request of an employee subject to management approval or (b) shall be maintained "on the books".

- (2) Nothing in this paragraph is intended to alter the definition of "overtime" as set forth elsewhere in this MOU or the circumstances under which overtime compensation must be paid.
- B. All overtime worked on or after July 1, 1994, shall be subject to the overtime provisions in effect on September 30, 1993.
- C. On or after August 1, 1995, at the employee's option, time "on the books" may continue to be taken as time off, subject to management approval, or may be converted to pay. An employee electing payment for any portion of his or her CTO accrual balance may submit a request and, within forty-five (45) days of that request, shall be paid at the rate of pay then in effect for the employee.
- D. CTO accrued between October 1, 1993, and June 30, 1994, shall be taken off only at the request of the employee. For any CTO accrued during other periods, nothing in this Section shall be construed to limit management's authority to direct any employee to take accumulated CTO as provided elsewhere in this MOU.

ARTICLE 9 EMPLOYEE BENEFITS

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

ARTICLE 10 SPECIAL PAY PRACTICES

Section 1. Shift Differential

Effective with the implementation of this MOU, evening shift employees shall receive a premium as follows: Supervising Children's Social Worker, and Social Services Supervisors \$0.90 per hour. The evening shift is a shift at least five eighths of which falls between 4:00 p.m., and 11:00 p.m.; Effective July 1, 1992, the rate for Supervising Children's Social Worker will be \$1.00 per hour.

Effective with the implementation of this MOU, night shift employees shall receive a premium as follows: Supervising Children's Social Worker and Social Services Supervisor \$0.90 per hour. The night shift is a shift at least five eighths of which falls between the hours 9:00 p.m. and 8:00 a.m.; Effective July 1, 1992, the rate for Supervising Children's Social Worker will be \$1.00 per hour.

Section 2. Call-Back

Whenever an employee is unexpectedly ordered by his department head or designated Management representative to return to work following the termination of his normal work shift and departure from his work location, the employee shall receive a payment of four hours' pay at the rate of time and one-half of the employee's regular rate of pay. Work performed in excess of four hours will be compensated for in accordance with provisions of Article 8, Overtime.

If an employee should complete work required, leave the work location, and subsequently be recalled during the four-hour period being compensated for as a result of the initial call back, no 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 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

Effective July 1, 2000, employees required by Management to remain available to work, at any time during specified hours outside their normal working hours are eligible to receive \$1.00 per hour while on stand-by but not more than \$200.00 per month.

No additional compensation for stand-by status shall be made since the employee placed on stand-by status is not "unreasonably restricted" as defined by the Fair Labor Standards Act.

Effective July 1, 2000, Social Services Supervisors assigned by Management to the APS Program to remain available to work, at any time during specified hours outside their normal working hours are eligible to receive \$2.00 per hour while on stand-by but not more

than \$300.00 per month. The additional standby pay provided to Social Services Supervisors assigned to the APS program will terminate September 30, 2009.

Section 4. Superior-Subordinate Pay

The Chief Administrative Officer will authorize compensation for a supervisor at a rate of \$1.00 per month more than the base rate of his highest paid subordinate when the qualifying conditions are met as provided by Section 6.10.070 of the Los Angeles County Code.

Section 5. Bilingual Pay - DCFS

Effective October 1, 1992, each Supervising Children's Social Worker who is certified by the County as proficient in a language other than English, and who has predominantly certified bilingual workers in their unit, shall receive an additional bonus of \$70 per month. This is in addition to any bilingual bonus monies agreed to in the Fringe Benefits MOU.

Management shall make every effort to assign certified bilingual workers to SCSW's who are certified in that language.

Section 6. Special Bonus - Adult Protective Services Roll Out Program

Effective July 1, 2000, any Adult Protective Services Supervisor assigned by Management to the Adult Protective Services Roll Out Program on an Evening or Night shift will receive \$75.00 per pay period (\$150.00 monthly). This bonus will terminate September 30, 2009.

Section 7. Adult Protective Services - After Hours Duty

Whenever a Social Services Supervisor assigned to the Adult Protective Services Program is ordered by his/her Department Head or designated Management representative to work (directing/supervising adult protective services staff performing after hours work) following the termination of his/her normal work shift and departure from his/her work location as a result of the APS Program, 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. Social Service Supervisors who work in excess of four hours following their regularly scheduled shift will be compensated for in accordance with the provisions of Section 1 of Article 8, Overtime.

No additional compensation shall be paid until four hours have been worked by the Social Services Supervisor following their regularly scheduled shift, (i.e., there shall be no pyramiding of time worked for overtime payments during the first four hours of work).

The provisions of Section 6 shall only apply to Social Services Supervisors assigned to the Adult Protective Services Roll Out Program (APS).

Section 8. Assignment of Additional Responsibilities

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

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

To qualify for this additional compensation, a full time, permanent employee must either perform all the significant duties of a higher level class for which there is no vacant funded position (in which case, the bonus shall be the lesser of two standard salary schedules or the difference between the two classes) or be assigned to a special project or assignment which requires the performance of additional duties and carries additional responsibilities beyond those typically allocated to the employee's class. The assignment of additional duties normally performed by incumbents of the employee's class would not qualify for this additional compensation.

The additional compensation shall begin on the first day the additional responsibilities are performed and shall end on the day the additional responsibilities are no longer performed.

Management shall notify the employee of the termination of any assignment for which he or she qualifies for the additional responsibilities bonus. In no event shall an employee receive compensation pursuant to this Section and receive the out-of-class bonus pursuant to Article 20 for the same assignment.

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

Section 9. Longevity Bonuses

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

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

Longevity Pay is cumulative and shall constitute a base rate.

ARTICLE 11 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 12 EMPLOYEE PAYCHECK ERRORSA. Underpayments

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

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

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

B. Overpayments

1. Employees will be notified prior to the recovery of overpayments.
2. Recovery of more than 15% of net pay will be subject to a repayment schedule established by the appointing authority under guidelines issued by the Auditor-Controller. Such recovery shall not exceed 15% per month of disposable earnings (as defined by State law), except, however, that a mutually agreed-upon acceleration provision may permit faster recovery.

C. Grievances

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

ARTICLE 13 BULLETIN BOARDS

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

The boards shall be used only for the following subjects:

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

Prior to posting, material described in Paragraph E. above shall be initialed by an authorized representative of both Local 535 and the applicable department or district head.

Bulletins requiring approval shall be acted upon within one (1) normal working day.

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

ARTICLE 14 HEALTH AND SAFETY

Section 1. Parties' Responsibilities

It is the duty of Management to make every reasonable effort to provide and maintain a safe and healthy place of employment.

Local 535 will cooperate by encouraging all employees to perform their work in a safe manner. It is the duty of all employees in the course of performing their regularly assigned duties to be alert to unsafe and/or unhealthy practices, equipment and conditions and to report any such unsafe and/or unhealthy practices or conditions to their immediate supervisors.

If such condition cannot be satisfactorily remedied by the immediate supervisor, the employee or his representative may submit the matter in writing to the local facility safety officer or the departmental safety officer, if there is no local safety officer. The safety officer will respond within five (5) working days.

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

If Local 535 is not satisfied with the response of the Chief of Disability Benefits, Health and Safety, the issue may be taken within ten (10) days to arbitration as set forth in Article 30.

During such ten (10) days, consultation between the department head and Local 535 will take place.

Section 2. First Aid Kits

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

Section 3.

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

Section 4. DCFS

- A. The parties agree to maintain, in conjunction with Unit 723, a Joint Departmental Union-Management Committee to develop recommendations on health and safety matters for employees in this bargaining unit. The committee may recommend training programs such as first aid, CPR training, self defense, and street smarts. The committee will also look at issues such as notification to employees of known dangerous addresses, neighborhoods, and streets. The committee will address the issue of earthquake preparedness in each office, including making advisory recommendations for the acquisition of supplies. The specific content of these training programs will be determined by the Joint Union-Management Committee which will make recommendations for implementation to the department head. The

committee will meet monthly and shall consist of four Union and four management representatives.

B. The committee will address the use of video display terminals (VDT) and computers and the importance of a properly designed working environment to maximize employee job performance and increase operational efficiency and productivity. The committee will make recommendations based on the Department of Human Resources (DHR) Policies, Procedures and Guidelines on ergonomics issued on March 30, 1999.

C. The parties agree to form or maintain, in conjunction with Unit 723, a Joint Union-Management Safety and Health Committee in each office, upon the request of either party. Each committee shall be composed of no more than two management representatives and three (3) employee representatives from a certified employee organization.

The committee will examine health and safety issues affecting employees in this bargaining unit by office and make recommendations for implementation to the responsible management representative who has the authority to implement those recommendations. Upon written request of the Union, the committees may meet monthly.

The Union may designate one lead representative in each office where a joint committee is formed. If significant health and safety issues arise between scheduled meetings, Management will make reasonable effort to communicate with the designated lead representative.

- D. The lease and/or purchase of new VDT/computer equipment and accessories shall conform to Cal OSHA guidelines.

Section 5. Security Needs Assessment

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

ARTICLE 15 WORK SCHEDULEPurpose

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.

A. Work Week

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

For the purpose of work schedules, the normal work week shall be five (5) consecutive eight (8) hour work days, except as provided in Section D. Each eight-hour shift shall include, exclusive of at least a thirty (30) minute lunch period, two fifteen (15) minute rest periods, one scheduled during each half of the assigned shift. During rest periods, employees shall be relieved of all duties and may leave their immediate work locations.

B. Work Shifts

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

C. Saturday and Sunday Schedules

Work schedules which include Saturday and Sunday will be established only when essential to the County's public service. In no event shall such schedules be established to deprive employees of payment for overtime.

D. Alternative Work Schedules & Telecommuting - Children and Family Services

1. No later than January 1, 1992, Management shall implement an alternative work schedules program at each facility with employees in this bargaining unit. Except as modified below, the program at each facility shall include 9/80 and/or 4/40 as well as a standard 5/40 shift. Management shall not be required to offer 9/80 or 4/40 to residential treatment employees at MacLaren Children's Center. Management shall offer telecommuting to members of this bargaining unit on an as-needed basis determined by the office administrator which will include at least one day per month. Participation in telecommuting, 9/80 or 4/40 shall be strictly voluntary. The parties agree that staffing requirements at the Juvenile Court Services may impact the parameters of an alternative work schedule.

2. Alternative Work Schedules and Telecommuting - CSS

APS Telecommuting

The telecommuting agreement signed March 4, 1991 is incorporated into this Article except for paragraph 2C. Paragraph 2C shall be replaced with the following:

Sixty days after the implementation of centralized intake, management and the Union will meet and consult to examine the feasibility of expanding the number of days an APS Social Worker may telecommute and the possibility that APS Social Workers could simultaneously telecommute and work a 9/80 schedule.

CSS: Adult Protective Services 9/80

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

3. DPSS - Telecommuting and Alternate Work Schedules - General

Any IHSS supervisor may request to telecommute and participate in alternative work schedules which consist of a 9/80 or 4/40 work schedule. Supervising Appeals Hearing Specialists may request to participate in an alternate work schedule. GAIN Services Supervisors may request to work a 9/80 work schedule. Management will select those persons to participate in telecommuting and alternate work schedules, and determine the parameters.

Management shall allow IHSS supervisors to telecommute at least one day per month. Participation in telecommuting shall not preclude participation in

an alternate work schedule. It is agreed that telecommuting and/or alternate work schedules is a voluntary program and participation can be terminated at any time by either management or the participating employee.

IHSS 9/80/4/40

All IHSS employees who volunteer shall be allowed to participate in a 9/80 or 4/40 schedule unless Management determines that the individual employee could not effectively participate in a 9/80 schedule because of prior performance.

GAIN 9/80/4/40

GAIN Services Supervisors who volunteer shall be allowed to participate in a 9/80 or 4/40 work schedule unless management determines that the individual employee cannot effectively participate in a 9/80 or 4/40 work schedule because of prior performance.

ASH 9/80/4/40

Employees who volunteer shall be allowed to participate in a 9/80 or 4/40 schedule unless management determines that the individual employee cannot effectively participate because of prior performance. In addition, ASH management may set limits on the number of employees who participate in a 9/80 or 4/40 schedule, based on operational needs.

E. Emergencies

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

- F. 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.

Adult Protective Services Emergency Roll Outs

The parties agree that the parameters of the Adult Protective Services emergency roll out program will be as provided in the Program Memo dated June 1, 2000.

Effective July 1, 2000, - February 28, 2003, the parties agree to meet and consult regularly regarding work schedules and staffing of Adult Protective Services Social Services Supervisors that supervise Social Workers assigned to the Adult Protective Services Emergency Roll Out Program.

ARTICLE 16 CONSULTATION AND TRAINING

Section 1. Consultation

The parties agree to meet and consult on training, staffing and task and standards in conforming with the provision of the Employee Relations Ordinance, or the County Code.

Management agrees to meet, upon request, with Local 535 on items which could result in the erosion of this bargaining unit because of the establishment of a new class or classes.

It is Management's intent to provide Local 535 with at least ten (10) business days notice prior to effecting a change in a class specification.

Section 2. Training

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

If paid County time is available, Management will distribute as equitably as possible among all employees in the same job assignment to attend conferences, workshops, seminars, or symposiums.

Management will consider granting unpaid leaves to employees pursuing Masters Degrees in Social Work, Marriage and Family Therapy, Psychology, or other related field as deemed by Management to be in the best interest of the Department.

Where paid leave time is not available, such employees may attend a work-related program subject to departmental approval. The employee may (a) use accrued leave time or (b) use up to two days of leave without pay per fiscal year for such attendance.

With prior approval from the Office Head employees may engage in job activities directly related to their assignment which will enhance their professional skills and knowledge. Such activities shall not be in conflict with their assignment.

Section 3. Considerations

The provisions of this Article are subject to budget and staffing considerations.

Section 4.

In the event that Management determines that telephone pagers are required by employees, Management will consult with the Union prior to implementation.

Section 5.

The Department of Public Social Services, Community and Senior Services and the Department of Children and Family Services management will make every reasonable effort to insure the availability of in-service training in areas that relate to the function of the jobs covered by this Memorandum of Understanding. Training may include, but is not limited to AIDS, Elder Abuse, Child Abuse, Stress Management, Mental Health, Perinatal Substance Abuse and job development/placement.

The union reserves the right to address the issue of appropriate training for supervisors at the union-management caseload committees established in Unit 723 and Unit 711 Memoranda of Understanding.

Section 6.

Three (3) SCSW's shall participate in the Joint Labor/Management Committee defined in Article -18, Caseloads, Section 3 in the Children's Social Workers MOU (#723).

Section 7.

Upon receipt of notice, the Departments shall post in all offices a notice of the date and other details of any conferences and symposium.

Section 8. Licensure - DCFS

All Supervising Children's Social Workers who have competent performance evaluations on file or who have not yet received a departmental performance evaluation, may apply for participation in a departmental program of LCSW or LMFT licensure supervision. Upon acceptance into the program, SCSW's will be allowed up to four hours per week County time to employees receiving supervision in their own offices.

Employees who receive or provide licensure supervision shall not have any corresponding reduction in supervisory ratio.

Management shall make every reasonable effort to allow SCSW's who are eligible to provide licensure supervision to employees to meet licensing requirements. Management

will work with NASW and other agencies toward recruiting volunteers to provide licensure supervision. Management will work with NASW toward establishment of a review and preparation course to assist staff in preparing for licensure exams.

Effective October 1, 1998, employees who provide licensure supervision for one or more CSW's or SCSW's shall receive the following:

- \$12.50 per pay period (\$25.00 monthly) stipend for a weekly average of -at least 1 hour of licensure supervision.
- \$25.00 per pay period (\$50.00 monthly) stipend for a weekly average of at least 2 hours of licensure supervision.
- \$37.50 per pay period (\$75.00 monthly) stipend for a weekly average of at least 3 hours of licensure supervision.
- \$50.00 per pay period (\$100.00 monthly) stipend for a weekly average of at least 4 hours of licensure supervision.

The total budgetary allocation for CSW's and SCSW's providing licensure supervision shall be \$135,000.00 in each of the following Fiscal Years: Fiscal Year 2006-2007; Fiscal Year 2007-2008; Fiscal Year 2008-2009.

Section 9.

Effective July 1, 1998, the Department of Children and Family Services will apply its policy on CSW self directed training to supervising Children's Social Workers (\$300.00 per SCSW for each Fiscal Year of the contract). The allocation of funds, if any, for CSW and SCSW self direct training in subsequent fiscal years after 2000-2001 will depend solely on management's discretion based on departmental fiscal and budgetary constraints.

ARTICLE 17 CASELOADS

Section 1.

The following yardsticks remain in effect until the termination of this Memorandum of Understanding as stated in Article 5, Term:

Supervising Children's Social Worker*	9:1**
F M & R Program	8:1**
ER Program	8:1**
Court Liaison F M & R	11:1**
Child Welfare Services (FM & R and PP consolidation)	8:1**
Adoptions	-8:1**
Social Services Supervisor	9:1**
Gain Services Supervisor	7:1**
Supervising Appeals Hearing Spec.	5:1

The parties agree that staffing will be based on the above yardsticks to the degree practicable, subject to available funding.

*It is DCFS management's intent to assign Children's Social Workers to Supervising Children's Social Workers on budgeted ratios approved each year by the Board of Supervisors. In future fiscal years DCFS intends to reduce the supervisory ratios in all programs wherever possible as funding allows. In pursuit of this goal, Supervising Children's Social Worker may be reassigned within and between offices and regions to achieve equitable supervisory ratios.

**Includes one clerk.

Management shall not take disciplinary action, including but not limited to suspension, reduction, discharge, or prepare any written grams, warnings, or reprimands, or make

negative reference on performance evaluations due to inadvertent errors or omissions or due to the employees inability to complete all the tasks associated with the employee's assigned workload, when the supervisor ratio exceeds by one the yardstick listed for a period of 30 consecutive calendar days. Such protection will apply until such time as the supervisor ratio reflects the above yardstick.

When the total caseload of the subordinate staff of a Supervising Children's Social Worker exceeds the program ratio times the monthly maximum caseload for disciplinary purposes as set forth in the Unit 723 Memorandum of Understanding, the provisions of this paragraph shall apply.

Nothing herein shall be construed to limit Management's ability to determine the priorities on an employee's tasks.

Prior to implementation, should Management decide to change yardsticks, Management will notify the Union. If the Union wishes to negotiate with Management regarding the impact of the change on employees affected, the Union shall notify Management's authorized agent within ten (10) working days from the receipt of such notice.

Section 2.

In addition to the provision above when a services unit has more than 3 newly hired probationary staff consisting of either CSW Trainees, CSW I's, CSW II's or SW Trainees the supervisor may request the office head to reduce the assigned number of such workers to 3. The office head will make every effort to reassign the extra staff in the office within 30

days upon written request from the supervisor. Nothing herein shall be construed to preclude the office head from establishing specialized training units comprised of these employees.

Section 3.

Management will continue to meet and confer with the Union regarding the impact of implementing CWS/CMS on wages, hours and other terms and conditions of employment.

Section 4.

The parties agree to meet and confer, upon the Union's written request, if the State conducts a yardstick study which results in a change of yardsticks.

Section 5. Review and Analysis of Supervisory Ratios

The Department of Children and Family Services in conjunction with the Chief Administrative Office will conduct an analysis and review of the supervisory ratios of Supervising Children's Social Workers. Upon request, the County and SEIU Local 535 will meet and consult regarding the review. The Union may provide the Department and the CAO Bureau of Management and Budget with relevant information regarding SCSW's supervisory ratios.

The review shall be completed on or before December 15, 2002. Local 535 will be advised, in writing, regarding the results of the review.

ARTICLE 18 PARKING

County will continue to make every reasonable effort to provide free parking facilities for employees who regularly find it necessary to use their own vehicle for transportation to work location. Management shall consult with the Union regarding employee parking plans for any proposed new facility location when it is identified.

ARTICLE 19 EMPLOYEE ORGANIZATION LEAVE

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

The employee must be an elected or appointed official or full-time representative of Local 535 with a minimum of one (1) year's continuous employment with the County. The requested leave shall only be granted if the prime reasons for the leave shall be to conduct Local 535 business as it is related to County functions. The leave shall be without County pay or benefits of any kind. In no case shall an individual employee's leave extend beyond a year. Except by mutual agreement, up to two (2) employees in the Department of Public Social Services; two (2) employees in Community and Senior Citizens Services; and three (3) employees from Children and Family Services shall be on such leave.

ARTICLE 20 OUT-OF-CLASS ASSIGNMENTSection 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 class and the out-of-class assignment is less than the above bonus the employee shall receive the rate for the higher class pursuant to the conditions described below.

Section 2. Conditions

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

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

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

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

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

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

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

Section 3. Special Provisions

- A. Nothing herein shall be construed to limit the authority of management to make temporary assignments to different or additional locations, shifts or work duties for the purpose of meeting emergency situations over which the department has no control. However such assignment shall not extend beyond the period of such emergency.
- B. Nothing in this article shall be construed as limiting management's authority to make temporary incidental assignments on higher rated classifications work, or to assign employees out-of-class for the purpose of training without any additional

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

- C. It is agreed that the provisions of this article will be applied within departments and districts within the County and is not intended to apply across departmental organizational units.
- D. Upon the employee's written request a written confirmation of his/her out-of-class assignment shall be placed in the employees personnel file after the 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 21 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. Procedure

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 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.

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

ARTICLE 22 PERSONNEL FILES

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

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

The employee may file a grievance regarding any such document within the prescribed time limits of the grievance procedure.

If the employee fails to file a grievance within the designated time limits, the document becomes part of the official file. If the employee does file a grievance within the designated time limits, said document would not be placed in the official file until the grievance procedure or civil service appeal rights have been exhausted. Grievances filed under this

provision shall not be subject to the Arbitration provisions of the Grievance Procedure unless they involve violation of a specific provision of this agreement.

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

On reviewing his/her personnel file, an employee may request and have any written warnings issued more than one year prior placed in an envelope and sealed in his/her personnel file except as such may be 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 the envelope. That date shall be two (2) years from the date of issue of the documents in the sealed envelope.

An employee on reviewing his/her personnel file, may request and have any written warning 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 23 POSTING OF NOTICES

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

Notice of DCFS departmental examination will be posted at least ten (10) business days prior to the opening of the filing period for the examination on a bulletin board or boards at each worksite designated expressly for this purpose.

If DCFS management decides to create a specialized SCSW assignment in an office, management will post a notice of such position in the office where the position will be located at least five (5) business days prior to the application deadline. Said notice will be placed on the office bulletin boards used for Civil Service examination notices.

DCFS management will provide the Union with copies of the examination notices at the time of posting for classifications in Bargaining Unit #777 including the classification of Supervising Children's Social Worker.

For a specialized assignment for classifications in the SCSW Bargaining Unit in a unit, office, division or bureau, DCFS Management shall post a notice of such position in each worksite at least ten (10) business days prior to the application deadline.

ARTICLE 24 LEGAL REPRESENTATION

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

ARTICLE 25 AFFIRMATIVE ACTION

Section 1.

DPSS and CSS agree that Management shall convene a Departmental Affirmative Action Committee for each department, composed of an equal number of Management representatives and employee representatives (selected from various interested employee organizations representing employees in the department). All recommendations that are mutually agreed to by the Management and employee representatives shall be implemented by the department.

Section 2.

The Department of Children and Family Services shall convene a Departmental Affirmative Action Committee, composed of Management representatives and a total of seven (7) employee representatives with no more than five (5) employee representatives from any employee organization.

The committee's responsibilities shall include, but not be limited to the following:

1. Monitoring of compliance with the DCFS Affirmative Action Plan.
2. Consultation with the DCFS representatives responsible for the development of future DCFS Affirmative Action Plans; and

3. Development of a program to promote cultural awareness among DCFS employees with the goal of enhancing communication among DCFS employees and between DCFS employees and their clients.

All recommendations that are mutually agreed to by the Management and employee representatives shall be implemented by the department.

ARTICLE 26 CONTRACTING OUT/TRANSFER OF FUNCTIONS AND
ALTERNATIVES TO LAYOFFS

Section 1

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

Prior to the release of a Request for Proposal (RFP) the Department shall provide a copy of the RFP to SEIU Local 535 and in coordination with the Chief Administrative Office Employee Relations Division offer to meet and consult with the Union within ten (10) business days.

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

Section 2. Alternatives to Layoffs

A. 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:

1. 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
2. Take other action appropriate to mitigate the adverse impact on workforce reductions on permanent employees.

Permanent of temporary County Employees laid off will not be replaced by a contract employee.

B. Department of Human Resources

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

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

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

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

C. 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.

D. 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 D 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.

E. Notice Provisions for Layoffs and Demotions

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

ARTICLE 27 EMPLOYEE LISTS

Within thirty (30) days from the effective date of this Memorandum of Understanding, Management shall provide Local 535 with a list of the names, classification, employee number, rate of pay, work location and continuous service date of all employees in the unit.

Additional lists may be furnished when requested by Local 535 no more than four times a year, it being understood that Local 535 shall pay to County the cost of preparation of such additional lists at the rate to be determined by County's Auditor-Controller within thirty (30) days from the implementation of this Memorandum of Understanding.

Management will make available to each new employee entering the unit a card furnished by Local 535 written as follows:

Local 535 has been certified as your majority representative. Local 535 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 the Union, call (626) 796-0051 -OR- see your representative where you work.

SOCIAL SERVICES UNION, LOCAL 535, SEIU, AFL-CIO
309 South Raymond Avenue
Pasadena, California 91105

ARTICLE 28 TRANSFERSSection 1. Voluntary Transfers - DPSS

An employee who desires to effect a transfer from one office to another office within the Department shall submit a typed memo in quadruplicate addressed to the Division/Region Headquarters indicating where he/she desires to transfer for each request. Requests for transfer will only be considered if the employee has at least 12 months of service at the current office as a supervisor and the employee's last rating of performance is competent or better. All copies of the transfer request shall be submitted to his/her current office head. The office head will indicate on the request for transfer the employee's length of service as a supervisor and skills.

The office head will forward the transfer request to the receiving District, with a copy to Division/Region Headquarters and a copy returned to the employee. If the employee does not meet the above transfer criteria, all copies of the transfer request will be returned to the employee with the reason for denial.

Transfer request forwarded to the Division/Region Headquarters will be valid only for the fiscal year in which filed.

During the months of September, December, March, and June, Management will review transfer requests on file and office vacancies and consider transfers of the most senior employees providing skills are not required. In the event an eligible employee is placed on improvement needed, the request becomes invalid.

Employees who have filed for a transfer shall be notified by the department for final confirmation allowing the employee to accept, alter, or withdraw his/her request. An employee who wishes to alter, or withdraw his/her request must respond to management within 5 business days of the notification, or the employee is deemed to have accepted the transfer. Transfers agreed upon by the employee will be effected as expeditiously as possible and will be done prior to any new hiring of supervisors.

Upon an employee's written request, Management will give a written response on the status of a pending transfer request. Such request may not be made more than twice in each fiscal year in which the request was filed.

It is understood that this Section does not modify Management's right to promote an eligible employee who is working in the office where the vacancy occurs.

Section 2. Involuntary Transfers - DPSS

The provisions of Department of Public Social Services Personnel Manual Sections 11915 through 11918 shall be applied and incorporated into this Article. Bilingual employees will not be automatically exempt.

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

Section 3. - DCFS

This section will apply to Department of Children and Family Services employees only. The transfer provisions agreed to by Local 535 and the County in the Child Welfare Worker Unit 723, Memorandum of Understanding, shall apply to the Supervising Children Social Workers in this unit.

Section 4. - CSS

This section shall apply to CSS employees only. The transfer provisions agreed to by Local 535 and the County in the Social Worker, Unit 711, Memorandum of Understanding, shall apply to the supervisors in this unit.

ARTICLE 29 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.

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

Section 3. Responsibilities

1. Local 535 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 employees 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, Step 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 representative in the preparation of his/her written grievance, and to represent him/her in formal grievance meetings. The grievant may be required by either party to be present in meetings with Management for purposes of discussing the grievance.
2. A County employee selected as a representative in a grievance is required to obtain the permission of his/her immediate supervisor to absent himself/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.
3. 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 535 of any grievance involving the terms and conditions of this Memorandum of Understanding.

4. The Local 535 representative has the right to be present at any formal grievance meeting concerning a grievance that directly involves the interpretation or application of the specific terms and provisions of the Memorandum of Understanding.

5. If the Local 535 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 witness may attend formal grievance hearings on paid County time.

Section 7. Procedures

Step 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 he/she requests 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.

Step 2. Middle Management

- A. Within ten (10) business days from the 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 his/her department head. The department head has the authority to waive the middle management step if such a step is not appropriate because of the size of his/her

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

- 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.

Step 3. Department Head

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

- B. Within ten (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. However, the department head or designate is not limited to denying a grievance for the reasons stated at any previous step in the procedure. Upon request, a copy of the decision will be given to the union representative.

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

- C. If the department head or his/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) days from the receipt of the written decision of the department head or his/her designated representative, the union may request that the grievance be submitted to arbitration as provided for hereinafter.
2. Only those grievances which directly concern or involve the interpretation or application of the specific terms and provisions of this Memorandum of Understanding may be submitted to arbitration hereunder. In no event shall such arbitration extend to:

- A. The interpretation, application, merits or legality of any State or local law or ordinance, including specifically all ordinances adopted by County's Board of Supervisors, unless the arbitrator, in his/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; nor

- C. The interpretation, application, merits or legality of the rules or regulations of the department head, Chief Administrative 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 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 the Union desires to request that a grievance which meets the requirements of Paragraph 2 hereof be submitted to arbitration, it shall within the time requirements set forth above, send a written request to County's Employee Relations Commission, with a copy thereof simultaneously transmitted to County's Chief Administrative Officer and to the County department head or officer affected, which written request shall:
 - A. Set forth the specific issue or issues still unresolved through the grievance procedure and which are to be submitted to arbitration; and
 - B. Request that said Employee Relations Commission, pursuant to its applicable rules and regulations, appoint an arbitrator for the purpose of conducting arbitration concerning such grievance as provided for herein.
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 grievances hereunder will be limited to the formal grievances as originally filed by the employee to the extent that said grievance has not been satisfactorily resolved. Arbitration hereunder shall be conducted in accordance with applicable rules and procedures adopted or specified by County's Employee Relations Commission, unless the parties hereto mutually agree to other rules or procedures for the conduct of such arbitration. The fees and expenses of the arbitrator shall be shared equally by the parties involved, it being understood and agreed that all other expenses including, but not limited to, fees for witnesses, transcripts, and similar costs incurred by the parties during such arbitration, will be the responsibility of the individual party involved.
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 an 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 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:
- | | |
|--------------------|---------------------------------|
| Recognition | Safety and Health |
| Purpose | Payroll and Deductions and Dues |
| Implementation | Employee Organizational Leave |
| Term | Authorized Agents |
| Renegotiation | Provision of Law |
| Non-Discrimination | Personal Appearance |

Section 9. Group Grievances

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

- B. A group grievance shall be presented in writing to the first level of supervision common to all employees who share the grievance. The written grievance shall state fully, the complaint and the remedy requested. A written reply will be made by the Management representative.

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

ARTICLE 30 GRIEVANCES - GENERAL IN CHARACTER

In order to provide an effective mechanism whereby disagreements between Local 535 and Management concerning the interpretation or application of any of the provisions of this Memorandum of Understanding affecting the rights of the parties or the working conditions of a significantly large number of employees in the unit may be effectively resolved, the following procedures are agreed upon:

- A. Where Local 535 has reason to believe that Management is not correctly interpreting or applying any of the provisions of this Memorandum of Understanding, Local 535 may request in writing that a meeting be held with the authorized representatives of the County who have authority to make effective recommendations for the resolution of the matter with copies to the department heads involved and to the Chief Administrative Officer. Such written request shall 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 five (5) business days of such meeting and in the event the matter is not satisfactorily resolved, Local 535 shall have the right to meet with the principal representative(s) of the County who have authority to resolve the matter. For the

purpose of this provision, Management's principal representative(s) shall mean the County department heads who have authority to resolve the matter or their authorized representatives, including the Chief Administrative Officer or his authorized representative.

- C. Within ten (10) business days after the meeting, Management's principal representative(s) shall respond to Local 535, 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 Article 29, the disagreement may be submitted to arbitration in accordance with the provisions of Section 8 of Article 29 of this Memorandum of Understanding.

It is further understood that this Article is not intended as a substitute or alternative for the grievance procedure set forth in Article 29 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 29 hereof.

ARTICLE 31 LOCAL 535 REPRESENTATION

Section 1.

Departmental management will recognize employees designated by Local 535 as representatives only upon receipt of a written list of the names and locations of the employees so designated. Within thirty (30) days of the date of this agreement, Local 535 will furnish the departmental management with such a list and will keep it current.

Employees not on such list will not be recognized as representatives. The number and location of representatives will be determined by agreement between the departmental management and Local 535.

Section 2.

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

Section 3.

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

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

Section 4.

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

designated representative of his need to visit the facility and the reason therefore. In such instance the 24-hour notification shall be waived. Local 535 agrees that its staff representative will make every good faith effort not to interfere with the normal operations of the department or of any facility thereof. By mutual agreement, the Office Head and the authorized Local 535 staff representative may waive the 24 hour notification. Local 535 shall give to each affected department head and the Chief Administrative Officer of the County of Los Angeles, a written list of all authorized staff representatives, which list shall be kept current by Local 535. Access to work locations will only be granted to staff representatives on the current list.

ARTICLE 32 PAYROLL DEDUCTIONS AND DUES

Section 1. Deductions and Dues

It is agreed that Union dues and such other deductions as may be properly requested and lawfully permitted shall be deducted, in accordance with the provisions of applicable State law, monthly by Management from the salary of each employee covered hereby who files with County a written authorization requesting that such deduction be made.

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. Security Clause

Any employees in this unit who have authorized union dues deductions on the effective date of this agreement or at any time subsequent to the effective date of this agreement shall continue to have such dues deduction made by the County during the term of this agreement; provided, however, that any employee in the unit may terminate such union dues during the period of September 1, 2005 through September 19, 2005, by notifying the union of their termination of dues deductions. Such notification shall be by certified mail and should be in the form of a letter containing the following information: Employee name, employee number, job classification, department name, and name of the union from which dues deductions are to be canceled.

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

Section 3. 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 33 OBLIGATION TO SUPPORT

The parties agree that subsequent to the execution of this Memorandum of Understanding and during the period of time said Memorandum is pending before the Board of Supervisors for action, neither Local 535 nor Management, nor their authorized representatives, will appear before the Board of Supervisors or meet with members of the Board of Supervisors individually to advocate any amendment, addition or deletion to the terms and conditions of this Memorandum of Understanding. It is further understood that this Article shall not preclude the parties from appearing before the Board of Supervisors nor meeting with individual members of the Board of Supervisors to advocate or urge the adoption and approval of this Memorandum of Understanding in its entirety.

ARTICLE 34 FULL UNDERSTANDING, MODIFICATIONS, WAIVER

Section 1.

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

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

Section 2.

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

It is recognized that during the term of this agreement, it may be necessary for Management to make changes in rules or procedures affecting the employees in the unit. Where Management finds it necessary to make such change, it shall notify Local 535 indicating the proposed change prior to its implementation.

Where such change would significantly affect the working conditions of a significantly large number of employees in the Unit, where the subject matter of the change is subject to negotiations pursuant to Employee Relations Ordinance and where Local 535 requests to negotiate with Management, the parties shall expeditiously undertake negotiations regarding the effect the change would have on the employees in the unit.

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

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

Section 3.

Nothing herein shall limit the authority of Management to make necessary changes required during emergencies. However, Management shall notify Local 535 of such changes as soon as practicable. Such emergency assignments shall not extend beyond the period of the emergency. "Emergency" is defined as an unforeseen circumstance requiring immediate implementation of the change.

Section 4.

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

Section 5.

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

ARTICLE 35 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 Administrative Officer or his 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. Local 535's principal authorized agent shall be the Executive Director of Local 535 or his duly authorized representative (Address: 309 South Raymond, Pasadena, California 91105; Telephone (626) 796-0051.

ARTICLE 36 PROVISIONS OF LAW

It is understood and agreed that this Memorandum of Understanding is subject to all current and future applicable Federal, State and County laws; 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 37 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, and 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 38 MEAL REIMBURSEMENT

A. Children and Family Services

When Supervising Children's Social Workers are unable to obtain a meal coupon, management shall reimburse Supervising Children's Social Workers for the purchase of meals for children served by the department.

Supervising Children's Social Workers shall submit a receipt in order to obtain reimbursement for meals purchased.

B. Community and Senior Services

Community and Senior Services will provide APS Supervisors with food vouchers/coupons for the purpose of distributing to their workers. These vouchers/coupons will be used to provide meals to clients. Social Services Supervisors shall submit a receipt in order to obtain reimbursement for meals purchased.

C. Children and Family Services/Community and Senior Services

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

- | | | |
|----|-----------|--------|
| a) | Breakfast | \$4.00 |
| b) | Lunch | \$5.00 |
| c) | Dinner | \$6.00 |

ARTICLE 39 REFERENCE MATERIAL/DPSS & CSS

Management will determine and maintain those current materials and publications which will aid employees in performing their assigned duties. The following reference materials will be provided:

Adult Services (DPSS & CSS)

County Telephone Directory - at least one per Unit

Thomas Guide - at least one per Unit

Index of Welfare and Institution Code - Each Unit

Physicians/Pharmacist Medi-Cal Formula - at least one per Unit

Compilation of Community Resources - Each Unit

Physicians Desk Reference - at least one per Unit

Meds Manual - One per Unit

Medical Dictionary - One per Unit

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

Zip Code Directory - One per Unit

LA County Administration Manual - One per Unit

Directory of Prisons of California - One per Unit

DSM - Current Edition - One per Unit

Disaster Plan - One per Unit

Appeals and State Hearings (DPSS)

County Telephone Directory - One per Unit

Welfare and Institution Code - One per Unit

Index of Probate Code - One per Unit

Required copies of State Manuals - One per Unit

GAIN

ASH Roster - One per Unit

BCW Line Offices Roster - One per Unit

County Telephone Book - One per Unit

DPSS Personnel Manual - One per office, centrally located.

People Who Can Help - One per Unit

Disaster Plan - One per Unit

Thomas Guide - One per Unit

Resource Guide - One per Unit

Medical Dictionary - One per Office

DSM Manual (Current Edition) - One per Office

Section 2.

The provisions of this Article will be applied to the extent that Management determines that funds permit purchase of said reference materials.

Section 3.

Prior to separation County service, or transferring from the Department of Public Social Services or Community Services to another department, employees who have received a Thomas Guide Map book, or other hard copy materials, shall return it to the Office Head or responsible management representative.

ARTICLE 40 INTRA-DEPARTMENT WEBSITE/REFERENCE MATERIALS
CHILDREN AND FAMILY SERVICES

Section 1.

During the term of this agreement, management will provide Supervising Children's Social Workers limited internet use through its website, LA Kids, to access publicly available sites for reference materials, social work publications, and other materials, to assist Children's Social Workers in the delivery of child welfare services.

Section 2.

Supervising Children Social Workers shall participate in the Joint Labor/Management Committee referred to in Article 30, Section 2 of the Children Social Workers' 2000-2003 Memorandum of Understanding.

Section 3.

Effective with the implementation of this Memorandum of Understanding, Management will obtain and make available hard copies for each district office and Supervising Children's Social Workers as follows:

For Each District Office:

Thomas Guide Map Book: San Bernardino/Riverside and Santa Barbara/Ventura

Physicians Desk Reference

California Laws Pertaining to Youthful Offenders

American Public Welfare Directory

Medical Dictionary

Zip Code Directory

California Zip Code Directory

Directory for all Prisons in California (copy)

Los Angeles Public Schools Directory

County Telephone Directory

Thomas Guide Map Book for Los Angeles County

Penal Code Index

Welfare Institutions Code relating to Youthful Offenders

Diagnostic Statistical Manual (DSM IV)

DCFS Personnel Manual

Departmental policies and procedures

For Each Children's Social Worker

Los Angeles/Orange County Thomas Guide Map Book

Upon request, employees frequently traveling to a neighboring county will be provided a Thomas Guide Map Book for that county.

For Each Unit:

Departmental policies and procedures (complete and updated)

Section 4.

Prior to separation from County service, or transferring from the Department of Children and Family Services to another department, employees who have received a Thomas Guide Map Book, or other hard copy materials, shall return them to the Office Head or responsible management representative.

ARTICLE 41 EXPEDITED ARBITRATION

1. This procedure is an alternative procedure and does not supersede the provisions of Article 29, Section 8, Arbitration of this Article.
2. Only by mutual written agreement shall the parties submit to expedited arbitration a grievance(s) which meets the requirements set forth in Article 29, Section 8.
3. The parties shall select an arbitrator from the panel of arbitrators previously agreed to by the parties and established for the purpose of conducting expedited arbitration proceedings:
 - A. The arbitrator will be compensated at the contracted for flat daily rate. The cost of the arbitrator shall be borne equally by the parties. In addition, each party shall pay for all fees and expenses incurred by that party on its behalf, including but not limited to witness fees.
 - B. The parties agree that 1) no stenographic record of the hearing will be made, 2) there will be no representation by counsel and 3) there will be no post hearing briefs.
4. The arbitrator selected shall hear the grievance(s) within 10 working days of his selection, and may hear multiple cases during the course of the day. However, six (6) hours of hearings will constitute one day.

5. The arbitrator shall issue a "bench" decision at the conclusion of the parties testimony. Only by mutual agreement of the parties and the arbitrator will a written decision be issued. The decision of the arbitrator is binding, to the extent that the decision does not require legislative action by the Board of Supervisors. Election of this binding forum shall constitute a waiver by all parties to this process of all other administrative processes for the resolution of this dispute in whole or in part and the award shall not be appealed. The decision from this arbitration shall not be precedent setting.

ARTICLE 42 WELFARE REFORM

The County agrees to consult pursuant to Employee Relations Ordinance [subsection 5.04.090(A)] on welfare reform. Management agrees to meet and confer with Local 535 on the impact of implementing work rule changes specifically related to welfare reform when such matters are not covered by Memoranda of Understanding or Civil Service Rules.

During the term of this agreement if 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 welfare reform impact negotiations within the Department of Public Social Services, the Department of Health Services, the Department of Mental Health and the Department of Community and Senior 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 shall also comply promptly with all reporting and complaint investigation requirements to ensure compliance with State law regarding the work assignment of volunteers, general relief workfare participants, GAIN participants, CALWORKS workfare participants, or community service participants.

ARTICLE 43 EMPLOYEE IDENTIFICATION

Department of Public Social Services management will agree to provide employees in the Department that are covered by this Memorandum of Understanding with business cards and formal identification cards within 90 days of the implementation of this Memorandum of Understanding.

ARTICLE 44 GRIEVANCE MEDIATION

1. This procedure is an alternate dispute resolution procedure and does not supersede the provisions of Article 29, Grievance Procedure.
2. Only those grievances which meet the requirements for submission to arbitration pursuant to Article 29, Section 8, can be submitted to grievance mediation. Both Local 535 and management must mutually agree to submit a qualifying grievance to grievance mediation.
3. After completion of the third step of the grievance procedure and by mutual agreement, either management or Local 535 may request the assistance of a mediator from the State Mediation and Conciliation Service to resolve the grievance. It is the intent of the parties that the grievance mediation session shall begin as soon as practicable consistent with the mediator's schedule.
4. The parties agree that no stenographic record of the session will be made, there will be no representation by Counsel, and there will be no pre-or post-hearing briefs filed.
5. The mediator's role shall be to assist the parties to reach an agreement. The mediator shall not have authority to impose a settlement on the parties. Any final settlement of the grievance shall be reduced to writing and signed by management, Local 535, and the grievant. The final agreement shall be binding on all parties.

Final agreements reached by the parties shall not be published or precedent setting in any other dispute.

6. The mediator may provide the parties with a private, informal, non-binding assessment of the procedural and substantive merits of the dispute, and how an arbitrator may likely decide the grievance.
7. All mediation sessions shall be confidential. The content of the mediation proceedings including, but not limited to settlement proposals or any concessions agreed to or offered during mediation shall not be admissible in an arbitration of this grievance or any other similar dispute.
8. The parties agree that the provisions of Article 43 shall not be subject to arbitration.

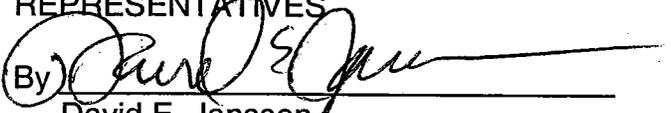
IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute this Memorandum of Understanding the day, month and year first above written.

SOCIAL SERVICES UNION
LOCAL 535, SEIU

By 

Harold Walker
Chapter Administrator
SEIU, Local 535

COUNTY OF LOS ANGELES
AUTHORIZED MANAGEMENT
REPRESENTATIVES

By 

David E. Janssen
Chief Administrative Officer