

**SEIU Local 721**  
**Bargaining Unit 211**  
**Institutional Support Services**

**Los Angeles County Bargaining Unit**  
**Memorandum of Understanding**  
**and Fringe Benefits Agreement**

**October 1, 2015,**  
**through**  
**September 30, 2018**

**LOCAL 721**



**SEIU**

## Mission Statement

We are a powerful organization that stands for quality services and wins for our members and the communities where they live and work.

## Vision Statement

We will unite all of our members into one strong union that adapts to changing surroundings. We will bring a union voice to all public service workers in Southern California. We will ensure future generations are prepared to lead their successors into the future. We will collaborate with the public to win resources for services that make communities stronger. We will create every opportunity for members to lead in their communities and at work, including encouraging and training union members to hold political office. We will hold ourselves and others accountable to our values. Together we will be the model for unions in the 21st Century.



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MEMORANDUM OF UNDERSTANDING  
FOR JOINT SUBMISSION  
TO BOARD OF SUPERVISORS  
REGARDING THE  
INSTITUTIONAL SUPPORT SERVICES  
EMPLOYEE UNIT

THIS MEMORANDUM OF UNDERSTANDING made and entered into this  
8<sup>th</sup> day of December, 2015,

BY AND BETWEEN

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

AND

SEIU, Local 721, CTW, CLC (hereinafter  
referred to as "Union").



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ARTICLE 1      PURPOSE

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

ARTICLE 2      RECOGNITIONSection 1.

Pursuant to the provisions of the Employee Relations Ordinance of the County of Los Angeles and applicable State law, Local 434, Los Angeles County Employees Union, SEIU, was certified on October 17, 1969 by County's Employee Relations Commission (Employee Relations Commission Decision No. 9-69) as the majority representative of County employees in the INSTITUTIONAL SUPPORT SERVICES Employee Representation Unit (hereinafter "Unit") previously found to be appropriate by said Employee Relations Commission. Effective January 15, 2000, the Employee Relations Commission recognized LACEA, Local 660, SEIU, as the majority representative of County employees in this unit. The Los Angeles County Employee Relations Commission adopted an Amendment of Certification on February 26, 2007, transferring representational responsibilities to SEIU, Local 721 for bargaining units formerly represented by SEIU Local 660 and SEIU, Local 535. Management hereby recognizes Los Angeles County Employees Association, SEIU, Local 721 as the certified majority representative of the employees in said Unit. The term "employee" or "employees" as used herein shall refer only to employees employed by County in said Unit in the employee classifications comprising said Unit as

listed in the Salaries Article, as well as such classes as may be added hereafter by the Employee Relations Commission.

Section 2. Exclusive Recognition

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

ARTICLE 3 IMPLEMENTATION

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

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

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

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

#### ARTICLE 4      AUTHORIZED AGENTS

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

- A. Management's principal authorized agent shall be County's Chief Executive Officer, or his/her duly authorized representative [Address: 222 North Grand Avenue, Los Angeles, California, 90012; Telephone: (213) 974-1715], except where a particular Management representative is specifically designated in connection with the performance of a specific function or obligation set forth herein.
- B. The SEIU, Local 721 principal authorized agent shall be the Executive Director or his/her duly authorized representative (Address: 1545 Wilshire Blvd, Los Angeles, California 90017; Telephone: (213) 368-8660).

#### ARTICLE 5      OBLIGATION TO SUPPORT

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

#### ARTICLE 6      NON-DISCRIMINATION

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

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

ARTICLE 7      TERM

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

ARTICLE 8      RENEGOTIATION

In the event either party hereto desires to negotiate the provisions of a successor Memorandum of Understanding, such party shall serve upon the other its written request to commence negotiations as well as its initial written proposals for such successor Memorandum of Understanding, during the period of May 15 to May 31, 2018.

Negotiations shall begin no later than June 15, 2018. If full and entire agreement on the terms of a successor Memorandum of Understanding is not reached by July 31, 2018, an impasse shall be automatically declared on those issues which remain in dispute unless the parties mutually agree to continue negotiations.

ARTICLE 9      WORK RELEASE FOR NEGOTIATIONS

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

The Chief Executive Office/Employee Relations Division will meet and consult with SEIU, Local 721 thirty (30) calendar days prior to the commencement of negotiations for the purpose of obtaining information to

ensure the release of a reasonable number of departmental employee representatives to attend and participate in successor contract negotiations.

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

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

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

#### ARTICLE 10 COORDINATED BARGAINING

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

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

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

ARTICLE 11     GRIEVANCE PROCEDURE

Section 1.     Purpose

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

Section 2.     Definitions

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

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

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

Section 3.     Responsibilities

1. SEIU, Local 721, agrees to encourage an employee to discuss his/her complaint with his/her immediate supervisor. The immediate supervisor will, upon request of an employee, discuss the employee's complaint with him/her at a mutually satisfactory time.
2. Departmental Management has the responsibility to:
  - A. Inform an employee of any limitation of the department's authority to fully resolve the grievance; and

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

#### Section 4. Waivers and Time Limits

1. Failure by Management to reply to the employee's grievance within the time limits specified automatically grants to the employee the right to process the grievance to the next level.
2. Any level of review, or any time limits established in this procedure, may be waived or extended by mutual agreement confirmed in writing.
3. If an employee fails to appeal from one level to the next level within the time limits established in this grievance procedure, the grievance shall be considered settled on the basis of the last decision and the grievance shall not be subject to further appeal or reconsideration.
4. By mutual agreement, the grievance may revert to a prior level for reconsideration.

#### Section 5. Employee Rights and Restrictions

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

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

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

3. A County employee selected as a representative in a grievance is required to obtain the permission of his/her immediate supervisor to absent him/herself from his/her duties to attend a grievance meeting. The employee representative shall give his/her supervisor reasonable advance notice to ensure that his/her absence will not unduly interfere with Departmental operations.
4. An employee may present his/her grievance to Management on County time. In scheduling the time, place and duration of any grievance meeting, both the employee and Management will give due consideration to the duties each has in the essential operations of the department. No employee shall lose his/her rights because of Management imposed limitations in scheduling meetings.

Section 6. The Parties' Rights and Restrictions

1. Only a person selected by the employee and made known to Management prior to a scheduled formal grievance meeting shall have the right to represent or advocate as an employee's representative.
2. If the employee elects to be represented in a formal grievance meeting, the department may designate a Management representative to be present at such meeting.
3. Management shall notify SEIU, Local 721 of any grievance involving the terms and conditions of this Memorandum of Understanding.
4. The SEIU, Local 721, representative has the exclusive right to represent employees at any formal grievance meeting concerning a grievance that directly involves the interpretation or application of the specific terms and provisions of the Memorandum of Understanding.
5. If the SEIU, Local 721 representative elects to attend any formal grievance meeting, he/she must inform departmental Management prior to such meeting. The department may also designate a Management representative to be present at such meeting.

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

Section 7.            Procedures

Level 1.            Supervisor

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

Level 2.            Middle Management

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

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

- B. Within ten (10) business days from receipt of the grievance, the middle Management representative shall give a written decision and the

reasons therefore to the employee using the original copy of the grievance. Upon request, a copy of the decision will be given to the Union Representative.

Level 3.            Department Head

- A. Within ten (10) business days from his/her receipt of the decision resulting from the previous level, the employee may appeal to the Department Head using the original copy of the grievance.
- B. Within ten (10) business days from the receipt of the employee's grievance, the Department Head or his/her designated representative who has not been involved in the grievance in prior levels shall make a thorough review of the grievance, meet with the parties involved and give a written decision and the reasons therefore to the employee and the Union representative. However, the Department Head or designate is not limited to denying a grievance for the reasons stated at any previous level in the procedure. Upon request, a copy of the decision will be given to the Union representative.
- C. If the Department Head or his/her designated representative fails to give a decision within the specified time limit, the Union shall have the option of referring a grievance alleging a violation of the negotiated agreement between the parties to arbitration.
- D. On matters that are not subject to arbitration pursuant to Section 8 hereafter, the written decision of the Department Head or his/her designated representative shall be final.

Section 8.            Arbitration

- 1. Within thirty (30) business days from the receipt of the written decision of the Department Head, or his/her designated representative, SEIU, Local 721, may request that the grievance be submitted to arbitration as provided for hereinafter.
- 2. Only those grievances which directly concern or involve the interpretation or application of the specific terms and provisions of this

Memorandum of Understanding may be submitted to arbitration hereunder. In no event shall such arbitration extend to:

- A. The interpretation, application, merits or legality of any state or local law or ordinance, including specifically all ordinances adopted by County's Board of Supervisors; unless the arbitrator, in his/her discretion, finds it necessary to interpret or apply such state or local law in order to resolve the grievance which has been submitted to the arbitrator.
  - B. The interpretation, application, merits, or legality of any or all of the County of Los Angeles Civil Service Rules, nor matters under the jurisdiction of the Civil Service Commission for which said Commission has established procedures or processes by which employees or employee organizations may appeal to, or request review by, said Civil Service Commission, including, but not limited to, discharges, reductions, and discrimination.
  - C. The interpretation, application, merits or legality of the rules or regulations of the Department Head, the Chief Executive Office, or any other County Department, agency, or commission, unless the arbitrator, in his/her discretion, finds it necessary to interpret or apply such rules or regulations in order to resolve the grievance which has been submitted to the arbitrator.
  - D. Grievances on competent or better performance evaluations which do not meet the guidelines set forth at the Employee Relations Commission meeting of December 19, 1986. Management shall notify the Union within fifteen (15) business days prior to hearing if it intends to argue arbitrability. Both parties reserve the right to challenge a Commission decision in other forums.
3. In the event SEIU, Local 721 desires to request that a grievance, which meets the requirement of Paragraph 2 hereof, be submitted to arbitration, it shall within the time requirements set forth above send a written request to County's Employee Relations Commission, with a

copy thereof simultaneously transmitted to County's Chief Executive Officer and to the County Department Head or Officer affected. The written request shall set forth the specific issue or issues still unresolved through the grievance procedure and which are to be submitted to arbitration.

4. The parties shall select a mutually acceptable arbitrator and request the Employee Relations Commission to appoint him/her pursuant to their applicable rules and regulations. If the parties cannot agree on an arbitrator, they shall notify the Employee Relations Commission and request that they provide the parties with a list of five names from which the parties will attempt to mutually select an arbitrator. If the parties cannot mutually agree upon an arbitrator from the lists of arbitrators provided by the Employee Relations Commission, they will select an arbitrator through an alternate striking of names from that list. The party to strike the first name will be determined by chance.
5. Arbitration of a grievance hereunder shall be limited to the formal grievance as originally filed by the employee to the extent that said grievance has not been satisfactorily resolved. Arbitration hereunder shall be conducted in accordance with applicable rules and procedures adopted or specified by County's Employee Relations Commission, unless the parties hereto mutually agree to other rules or procedures for the conduct of such arbitration. The fees and expenses of the arbitrator shall be shared equally by the parties involved, it being understood and agreed that all other expenses including, but not limited to, fees for witnesses, transcripts, and similar costs incurred by the parties during such arbitration, will be the responsibility of the individual party involved.
6. Prior to a hearing by an arbitrator, a representative of the County and the Union shall meet and prepare a submission statement setting forth the issue(s) to be determined which shall be submitted to the arbitrator. In the event the County and the Union cannot jointly agree on a submission statement, then at the hearing, each party shall present to

the arbitrator, its own submission statement in which case the arbitrator shall determine the issue(s) to be resolved.

7. The decision of an arbitrator resulting from any arbitration of grievances hereunder shall not add to, subtract from, or otherwise modify the terms and conditions of this Memorandum of Understanding.
8. The decision of the arbitrator shall be binding upon the Union. To the extent the decision and award of the arbitrator does not require legislative action by the Board of Supervisors, such decision and award shall be binding upon the County. If within sixty (60) days of receiving notice of a decision and award requiring legislative action by the Board of Supervisors, such legislative action is not taken, the arbitrator's decision and award shall have no force or effect whatsoever. The Union may then resort to a court of competent jurisdiction to pursue whatever other legal remedies are available to it under the provisions of this Memorandum of Understanding.
9. A written decision of an arbitrator resulting from the arbitration of a grievance under the following Articles shall be entirely advisory in nature and shall not be binding upon any of the parties:

- Purpose
- Recognition
- Non-Discrimination
- Implementation
- Term
- Renegotiation
- Safety and Health
- Payroll Deductions and Dues
- Authorized Agents
- Provisions of Law
- Workplace Retraining
- New Employee Orientation

ARTICLE 12    GRIEVANCE MEDIATION

1. This procedure is an alternate dispute resolution and does not supersede the provision of Article 11, Grievance Procedure.
2. Only those grievances which meet the requirements for submission to arbitration pursuant to Article 11, Section 8, can be submitted to grievance mediation. Both Local 721 and Management must mutually agree to submit a qualifying grievance to grievance mediation.
3. After completion of the third level of the grievance procedure and by mutual agreement, either Management or Local 721 may request the assistance of a mediator from the State Mediation and Conciliation Service to resolve the grievance. It is the intent of the parties that the grievance mediation session shall begin as soon as practicable consistent with the mediator's schedule.
4. The parties agree that no stenographic record of the session will be made, there will be no representation by Counsel, and there will be no pre- or post-hearing briefs filed.
5. The mediator's role shall be to assist the parties to reach an agreement. The mediator shall not have authority to impose a settlement on the parties. Any final settlement of the grievance shall be reduced to writing and signed by Management, Local 721, and the grievant. The final agreement shall be binding on all parties.  
  
Final agreements reached by the parties shall not be published or precedent setting in any other dispute.
6. The mediator may provide the parties with a private, informal, non-binding assessment of the procedural and substantive merits of the dispute, and how an arbitrator may likely decide the grievance.
7. All mediation sessions shall be confidential. The content of the mediation proceedings including, but not limited to, settlement proposal or any concessions agreed to or offered during mediation shall not be

admissible in an arbitration of this grievance or any other similar dispute.

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

### ARTICLE 13     GRIEVANCES - GENERAL IN CHARACTER

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

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

- B. Within ten (10) business days of such meeting, and in the event the matter is not satisfactorily resolved, SEIU, Local 721, shall have the right to meet with the principal representative(s) of the County who have the authority to resolve the matter. For purposes of this provision, Management's principal representative(s) shall mean the County

Department Heads who have authority to resolve the matter or their authorized representatives, including the Chief Executive Officer or his/her authorized representative.

- C. Within ten (10) business days after the meeting, Management's principal representative(s) shall respond to SEIU, Local 721, in writing, setting forth Management's decision and reasons therefore.
- D. Within ten (10) business days from receipt of Management's written decision, if the matter is not satisfactorily resolved, and if the disagreement meets the requirements of Section 8, Subsection 2 of Article 11 the disagreement may be submitted to arbitration in accordance with the provisions of Section 8 of Article 11 of this Memorandum of Understanding.

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

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

ARTICLE 14    EXPEDITED ARBITRATION

- 1. This is an alternate to the procedure set forth in Section 8, Arbitration, of Article 11, Grievance Procedure and will only be utilized upon mutual written agreement of the parties.
- 2. A joint submission statement setting forth the issue(s) to be determined will be prepared prior to the hearing by an arbitrator. If the parties

cannot agree to a submission statement, the expedited arbitration procedure will not be utilized.

3. Only those grievances which directly concern or involve the interpretation or application of the specific terms and provisions of this Memorandum of Understanding may be submitted to arbitration hereunder. In no event shall such arbitration extend to:
  - A. The interpretation, application, merits, or legality of any state or local law or ordinance, including specifically all ordinances adopted by County's Board of Supervisors; unless the arbitrator, in his/her discretion, finds it necessary to interpret or apply such state or local law in order to resolve the grievance which has been submitted to the arbitrator.
  - B. The interpretation, application, merits, or legality of any or all of the County of Los Angeles Civil Service Rules, nor matters under the jurisdiction of the Civil Service Commission for which said Commission has established procedures or processes by which employees or employee organizations may appeal to, or request review by, said Civil Service Commission, including, but not limited to, discharges, reductions, and discrimination.
  - C. The interpretation, application, merits or legality of the rules or regulations of the Department Head, the Chief Executive Office, or any other County department, agency or commission, unless the arbitrator, in his/her discretion, finds it necessary to interpret or apply such rules or regulations in order to resolve the grievance which has been submitted to the arbitrator.
4. It is agreed that representatives of the Chief Executive Office, Employee Relations Division, and SEIU, Local 721, will meet and attempt to implement the procedure within sixty (60) business days from the implementation date of this Memorandum of Understanding.

5. The parties shall select an arbitrator from the panel of arbitrators previously agreed to by the parties and established for the purpose of conducting expedited arbitration proceedings:
  - A. The arbitrator will be compensated at the contracted for flat daily rate. The cost of the arbitrator shall be borne equally by the parties. In addition, each party shall pay for all fees and expenses incurred by that party on its behalf, including but not limited to witness fees.
  - B. The parties agree that 1) no stenographic record of the hearing will be made, 2) there will be no representation by counsel except for in-house staff counsel and 3) there will be no post hearing briefs.
6. The arbitrator selected shall hear the grievance(s) within ten (10) working days of his/her selection, and may hear multiple cases during the course of the day. However, six (6) hours of hearings will constitute one day.
7. Arbitration of a grievance hereunder shall be limited to the formal grievance as originally filed by the employee to the extent that said grievance has not been satisfactorily resolved.
8. The arbitrator shall issue a "bench" decision at the conclusion of the parties' testimony. Only by mutual agreement of the parties and the arbitrator will a written decision be issued.
9. The decision of an arbitrator resulting from any arbitration of grievances hereunder shall not add to, subtract from, or otherwise modify the terms and conditions of this Memorandum of Understanding.
10. The decision of the arbitrator shall be binding upon the Union. To the extent the decision and award of the arbitrator does not require legislative action by the Board of Supervisors, such decision and award shall be binding upon the County. If within sixty (60) days of receiving notice of a decision and award requiring legislative action by the Board

of Supervisors, such legislative action is not taken, the arbitrator's decision and award shall have no force or effect whatsoever.

11. Election of this binding forum shall constitute a waiver by all parties to this process of all other administrative processes for the resolution of this dispute in whole or in part and the award shall not be appealed. The decision from this arbitration shall not be precedent setting.
12. The decision of an arbitrator resulting from the arbitration of a grievance under the following Articles shall be entirely advisory in nature and shall not be binding upon any of the parties:

- Purpose
- Recognition
- Non-Discrimination
- Implementation
- Term
- Renegotiation
- Safety and Health
- Payroll Deductions and Dues
- Authorized Agents
- Provisions of Law
- Workplace Retraining
- New Employee Orientation

## ARTICLE 15      PAYROLL DEDUCTIONS AND DUES/AGENCY SHOP

### Section 1.      Deductions and Dues

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

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

Section 2.        Agency Shop Defined

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

Section 3.        Religious Objections

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

Section 4.        Agency Shop

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

Section 5.        Rescission

It is mutually agreed by the parties that the agency shop provisions in this Memorandum of Understanding may be rescinded by a majority vote of all

the employees represented by this Unit, under procedures established by the Employee Relations Commission. In the event such agency shop provisions are rescinded, then the procedures as described in Section 1 and 6 shall prevail. There can only be one election during the term of this Memorandum of Understanding.

#### Section 6. Security Clause

Any employees in this unit who have authorized Union dues deductions on the effective date of this Memorandum of Understanding or at any time subsequent to the effective date of this Memorandum of Understanding shall continue to have such dues deduction made by the County during the term of this Memorandum of Understanding; provided, however, that any employee in the Unit may terminate such Union dues during the period August 10 through August 31, of the final year of this Memorandum of Understanding, by notifying the Union of their termination of Union dues deduction. Such notification shall be by certified mail and should be in the form of a letter containing the following information: employee name, employee number, job classification, department name and name of Union from which dues deductions are to be cancelled. The Union will provide the County's Auditor-Controller with the appropriate documentation to process these dues cancellations within ten (10) business days after the close of the withdrawal period.

#### Section 7. Union Responsibilities - Hudson Notice

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

Section 8.            Implementation

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

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

Section 9.            List of New Employees/Separations

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

includes the names and effective dates of employees leaving this Bargaining Unit.

Section 10. Indemnification Clause

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

ARTICLE 16 NEW EMPLOYEE ORIENTATION

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

This Article shall be subject to advisory arbitration.

ARTICLE 17 MANAGEMENT RIGHTS

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

ARTICLE 18    FULL UNDERSTANDING, MODIFICATIONS, WAIVER

Section 1.

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

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

Section 2.

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

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

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

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

The phrase "significantly large number" shall mean (a) a majority of the employees in the Unit, (b) all the employees within a department in the Unit,

or (c) all of the employees within a readily identifiable occupation such as Stenographer or Truck Driver.

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

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

### Section 3.

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

### Section 4.

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

### Section 5.

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

ARTICLE 19    PROVISIONS OF LAW

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

ARTICLE 20    CONTRACTING OUT AND TRANSFER OF FUNCTIONS

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

Prior to the release of a Request for Proposal (RFP) the Department shall provide a copy of the RFP to SEIU, Local 721 and in coordination with the Chief Executive Office Employee Relations Division offer to meet and consult with the Union within fifteen (15) business days. Additionally, prior to the release of any Government Code Section 31000.4 and Proposition A contract RFP, the parties agree to jointly review and consult on said contracts. The review will include but is not limited to the cost savings,

service delivery and the quality control aspects of the recommended contract(s).

When advance knowledge of the impact of pending changes in function, organization, or operations is available which will result in the abolishment of positions or when there is any major reassignment of functions from one department to another or to another agency,

Management will make an intensive effort to either reassign or transfer affected employees to other positions for which they qualify, or train affected employees for new positions in order to retain their services.

## ARTICLE 21 STRIKES AND LOCKOUTS

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

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

## ARTICLE 22 ALTERNATIVES TO LAYOFFS

### Section 1. Board Policy on Work Force Reductions

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

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

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

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

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

## Section 2. Department of Human Resources

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

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

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

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

## Section 3. Civil Service Rules

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

## Section 4. Proposition A Contracts

Where permanent employees in this Unit have received a notice of layoff, or are on a County re-employment list, the Department of Human Resources and Department Management will make every reasonable effort to place or,

if laid off, rehire such employees prior to using any new Proposition A contract employee provided such County employees are qualified to perform the available work.

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

#### Section 5. Notice Provisions for Layoffs and Demotions

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

#### ARTICLE 23 EMPLOYEE BENEFITS

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

#### ARTICLE 24 ASSIGNMENT OF ADDITIONAL RESPONSIBILITIES

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

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

To qualify for this additional compensation, a full-time, permanent employee must either perform significant duties of a higher level class or be assigned a special project or assignment which requires the performance of additional duties and carries additional responsibilities beyond those typically assigned to the employee's class. The assignment of additional duties normally

performed by incumbents of the employee's class shall not qualify for this additional compensation.

This additional compensation shall begin on the first day the additional responsibilities are assigned by Management and performed by the employee and shall end on the day the additional responsibilities are no longer performed.

Management shall notify the employee of the termination of any assignment for which he or she qualifies for the additional Responsibilities' Bonus. In no event shall an employee receive compensation pursuant to this Section and receive the out-of-class bonus pursuant to Article 25 for the same assignment.

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

ARTICLE 25    OUT-OF-CLASS ASSIGNMENTS

Section 1.    Definition

- A. For the purpose of this Article, an out-of-class assignment is the full-time performance of all the significant duties of an allocated vacant,\* funded position in one class by an individual in another class.
- B. The amount of the bonus shall be two standard salary schedules and shall not constitute a base rate. When a class is compensated on a flat rate, the amount of the bonus shall not exceed 5% of the base rate. Where the difference between rates of the employee's class and the out-of-class assignment is less than the above bonus, the employee shall receive the rate for the higher class. This bonus is paid pursuant to the conditions described below.

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

\* County matching contributions will <sup>30</sup>continue (unless deferred or suspended) in

Section 2.        Conditions

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

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

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

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

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

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

Section 3.        Special Provisions

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

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

- C. It is agreed that the provisions of this article will be applied within departments and districts within the County and is not intended to apply across departmental organizational units.
- D. Upon the employee's written request a written confirmation of his/her out-of-class assignment shall be placed in the employee's personnel file after completion of the out-of-class assignment. A copy will be provided to the employee.
- E. Grievances filed under this article may be filed under the expedited arbitration procedure set forth in this MOU.

## ARTICLE 26    POSITION CLASSIFICATION STUDY

### Section 1        Definition and Authority

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

### Section 2.        Intent

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

### Section 3.        Procedures

A request for a classification study by an employee who believes his/her position is misclassified must be submitted in writing to the employee's department. If the employee's department cannot support the employee's request, it will be returned to the employee within thirty (30) days with an explanation. If the employee still believes the request is justified, the

employee has the right to resubmit the request to the employee's department, which shall in turn schedule and conduct a classification study as defined by the Director of Personnel.

#### Section 4. Acknowledgment and Follow-Up Reports

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

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

#### ARTICLE 27 PERSONNEL FILES

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

An employee shall be advised of, and entitled to read, any written statement by the employee's supervisor or departmental Management regarding his/her

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

The employee may file a grievance regarding any such document within the prescribed time limits of the grievance procedure. If the employee fails to file a grievance within the designated time limits, the document becomes part of the official file. If the employee does file a grievance within the designated time limits, said document shall not be placed in the official file nor referenced in any Performance Evaluation or Appraisal of Promotability until the grievance procedure or civil service appeal rights have been exhausted. Grievances filed under this provision shall not be subject to the Arbitration provisions of the Grievance Procedure unless they involve violation of a specific provision of this agreement. Management agrees that no properly used full paid sick leave used in the twelve months immediately prior to an Appraisal of Promotability or a Performance Evaluation will be referenced on such forms.

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

An employee on reviewing his/her personnel file, may request and have any written warnings or reprimand(s) issued more than two (2) years prior

removed from his/her personnel file except as such may be a part of an official permanent record.

## ARTICLE 28     LEAVES OF ABSENCE

### Section 1.        Medical Leave

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

### Section 2.        Educational Leave

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

### Section 3.        Pregnancy Leave

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

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

vacation, holiday or compensatory time when on an authorized pregnancy leave of absence during such period of disability.

Section 4. Employee Organization Leave

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

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

Section 5. Family Leave

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

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

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

- C. Absences incurred for a Family Leave qualifying reason may not be used for purposes of placing or keeping an employee on certified time or cited or referenced in any Performance Evaluation or Appraisal of Promotability. Employees on certified time with FMLA qualifying absences shall not be required to provide medical certifications for those FMLA absences above and beyond the medical certification requirements in the County Family Leave Policy.
- D. An employee shall be entitled to file a grievance for violation of the provisions of this Article in addition to the rights provided by law.

#### Section 6. Jury Duty and Witness Leave

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

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

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

#### Section 7. Other Leaves

The parties agree that employees covered by this Memorandum of Understanding are subject to other County authorized leave provisions including but not limited to: military leave, disaster leave, leave for civil service examinations and leave for school or child day care program activities. Specific leave information is available in the Appendix.

ARTICLE 29    ENHANCED VOLUNTARY TIME-OFF PROGRAM

Program Description:

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

Program Requirements:

The EVTO program includes the following elements and requirements:

- Implementation of the provisions of the Enhanced Voluntary Time-Off Program within each Department shall be subject to prior authorization by the Chief Executive Officer.
- The Chief Executive Officer may establish procedures and issue administrative instructions regarding the operation of the Enhanced Voluntary Time-Off Program.
- In order to maintain critical public services, all requests by employees for unpaid EVTO leave must be in writing and be approved in advance by the Department Head or his/her designee.
- During specific times each fiscal year, employees who wish to participate in EVTO will pledge the number of hours to be taken as EVTO. This will assist the departments in determining projected savings.
- In the event of an industrial injury or unforeseen hardship which significantly impacts an employee's decision to request EVTO, such employee shall be able to rescind or modify his or her EVTO pledge. However, a change or modification in scheduling days off must be approved by department Management.

- In the event of a County emergency affecting public health or safety, a Department Head may rescind all or part of any EVTO pledge, and require such employee to return to work immediately. Nothing in this paragraph reduces the authority of a Department Head to terminate any leave of absence as described in Civil Service Rule 16.04.
- An employee may take up to sixty (60) calendar days of EVTO each fiscal year during this program (see below for EVTO after sixty (60) days) with the following benefit guarantees:
  - EVTO may be taken as sixty (60) or fewer consecutive calendar days; as a reduced work-week schedule (4/36 or other); or as occasional days off with Management approval.
  - EVTO will not affect flexible benefit plan County contributions, or vacation and sick leave accrual. However, employees may wish to schedule occasional EVTO days to avoid loss of pay for weekend and holiday days.
  - An employee will receive retirement credit for each month in which the employee has any retirement eligible earnings. In the event the employee's earnings are less than enough to pay the employee contribution to LACERA, the employee may pay the required employee contribution directly to LACERA to receive retirement credit for that month. Such payments shall be made within thirty (30) days following the end of the month in which the contribution was not made.
  - EVTO will not constitute a break in service and will count towards time in service for step advancement and continuous service date.
- An employee may take a total of one (1) year of EVTO with the following parameters:
  - A full year of EVTO will not constitute a break in service and will count towards time in service for step advancement and continuous service date.

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- After the first sixty (60) days of EVTO, the sixty (60) day EVTO benefit guarantees will not apply.
- Retirement service credit will not accrue during this period.
- FLSA Non-exempt employees may request EVTO in increments as little as one hour.
- FLSA Exempt employees must request EVTO in full work day increments.
- EVTO is granted without requiring employees to first use accumulated vacation and compensatory time-off.
- EVTO is not available to employees on any other paid or unpaid leave.
- Department Heads may continue to approve other unpaid leave of absences.
- If the employee's request is not approved, Management will respond in writing to the employee giving the reason(s) for denial.
- EVTO will be actively encouraged by Management and Local 721 in order to achieve savings.

Special Unpaid Voluntary Time-Off  
(60-Day Program)

Benefits Protected

Vacation Accrual  
Sick Leave Accrual  
Savings and Horizons Plan\*  
Flexible Benefit Contributions  
Step Advance  
Retirement Service Credit\*\*  
Military Leave

Benefits Not Protected

Jury Leave  
Bereavement Leave  
Witness Leave  
Civil Service Examination Leave  
Weekend Pay  
Holiday Pay

ARTICLE 30    EMPLOYEE LISTS

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

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

SEIU, Local 721, has been certified as your majority representative.  
SEIU, Local 721 is certified to represent you in negotiations with the County on salaries, hours of work, and conditions of employment.

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

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

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

If you want information, or if you wish to join SEIU, Local 721, call (213) 368-8660 or see your Union Representative where you work.

SEIU, Local 721, 1545 Wilshire Boulevard, Suite 100, Los Angeles, CA 90017.

ARTICLE 31      EMPLOYEE PAYCHECK ERRORS

Section 1.      Underpayments

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

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

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

Section 2.      Overpayments

Management will endeavor to notify the affected employee of an overpayment on the employee's payroll warrant(s) prior to making any deduction to recover any such overpayment from the employee's subsequent

payroll warrant(s). Upon request by the affected employee Management will establish a reasonable method of repayment.

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

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

### Section 3. Grievances

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

### Section 4. Notice

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

### Section 5. Garnishments

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

ARTICLE 32     EMPLOYEE PARKING

Section 1.     Employee Participation in Regulation XV Plans

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

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

Section 2.     Union Right to Negotiate Traffic Reduction Plans

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

Section 3.     Safe and Adequate Parking

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

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

ARTICLE 33    WORKPLACE RETRAININGSection 1.

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

Any balance from the Training Fund received from the County for fiscal year 2015–2016 will be forwarded to fiscal year 2016–2017. Any balance from fiscal year 2016–2017 will be forwarded to fiscal year 2017–2018. Any balance from the fiscal year 2017–2018 will be carried over into the next fiscal year. In no event shall the total dollar amount including any balances from any fiscal year (2015–2016, 2016–2017, 2017–2018, July 1, 2018 to September 30, 2018) exceed \$1.5 million.

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

Section 2.    Solicitation of Funds

The County agrees to work with Local 721 to seek State and/or Federal Funds available to the County to address retraining needs of employees represented by SEIU, Local 721 adversely impacted as a result of re-engineering/organizational restructuring as ordered by the Board of Supervisors. The County agrees to consult with SEIU, Local 721 regarding its efforts to obtain State and Federal funds for displaced workers affected by layoffs and to partner with SEIU, Local 721 for the joint solicitation of funds as appropriate.

Further, the County agrees to work with SEIU, Local 721 to seek State and Federal funding for workforce training and career skills enhancement for SEIU, Local 721 members. The State and Federal funding received, as

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approved by the CEO, shall be in addition to the \$1.5 million allocated in Section 1.

### Section 3.

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

### Section 4.

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

### Section 5.

In each fiscal year, a separate fund of \$250,000 will be set aside to support program administration and the training of the JLMC.

This Article shall be subject to advisory arbitration.

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

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

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

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

### ARTICLE 35    WORK ACCESS

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

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

### ARTICLE 36    BULLETIN BOARDS

#### Section 1.

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

The boards shall be used for the following subjects:

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- A. SEIU, Local 721, recreational, Social and related SEIU, Local 721, news bulletins;
- B. Scheduled SEIU, Local 721, meetings;
- C. Information concerning SEIU, Local 721, elections or the results thereof;
- D. Reports of official business of SEIU, Local 721, including SEIU, Local 721, Newsletters, reports of committees or the Board of Directors; and
- E. Any other written material which first has been approved and initialed by the designated representative of the Department Head. The designated representative must either approve or disapprove a request for posting within twenty-four (24) hours, excluding Saturday, Sunday and legal holidays from the receipt of the material and the request to post it. Failure to do so will be considered approval to post the material.

The designated representative will approve all reasonable requests.

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

### Section 2.

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

## ARTICLE 37 SAFETY AND HEALTH

### Section 1.

It is the duty of Management to make every reasonable effort to provide and maintain a safe and healthy place of employment. SEIU, Local 721, 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. The immediate supervisor will respond within five (5) working days.

If such conditions cannot be satisfactorily remedied by the immediate supervisor, the employee or the employee's 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 the employee's representative is not satisfied with the response of the safety officer, SEIU, Local 721, may consult with the Chief Administrative Office, Risk Management or his/her designate. A representative of such branch shall respond to the department head and SEIU, Local 721, within ten (10) working days.

If SEIU, Local 721, is not satisfied with the response of the Chief Administrative Office, Risk Management, the issue may be taken within ten working days to arbitration as set forth in Article 9. During such ten (10) working days, consultation between the department head and SEIU, Local 721, will take place. Management shall make available the name and work telephone number of each safety officer/representative in each department and/or work facility. This list will be updated as required.

### Section 2.

Management agrees that protective clothing and devices currently available to employees shall remain available as long as Management requires such clothing and devices to be used.

### Section 3.

Management and SEIU, Local 721, 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 Act of 1973.

Section 4.

Management and SEIU, Local 721, mutually agree to establish a joint Health and Safety Committee to review health and safety problems, including but not limited to infectious disease control, their causes and prevention and Institutional Support Services ergonomic issues. The committee size shall be mutually agreed upon by the Union and Management. The committee shall meet on the dates and times mutually agreed upon.

Section 5.

The departmental safety officer or appropriate representative will make every reasonable effort to update and maintain complete first aid kits at all work facilities and to ensure said kits are accessible to employees.

Section 6.

Nothing herein precludes Management from combining Health and Safety Committees.

Section 7.

Sheriff's Management will ensure that sworn or Custody Assistant personnel are available in the general work area when civilian staff are in common areas where inmates/trustees are present.

Section 8.

Sheriff's Management will, on an annual basis, provide emergency and safety tactics training, on a volunteer basis, to line staff members of this bargaining unit.

ARTICLE 38 ELECTRONIC HUMAN RESOURCES (e-HR)

The established Joint Labor Management Electronic Human Resources committee will work collaboratively on implementation of major e-HR system changes/updates.

If it is determined that it is necessary for the County to make changes to e-HR, the County will notify SEIU, Local 721 in writing at least 90 calendar

days prior to making such changes of any impact the proposed changes may have on wages, hours or other terms and conditions of employment. If SEIU, Local 721 wishes to negotiate with the County regarding the impact of any such system changes on wages, hours or other terms and conditions of employment, SEIU, Local 721 shall notify the County within 30 calendar days from receipt of such notice. Negotiations shall commence within 10 working days from receipt of SEIU, Local 721's demand to negotiate and shall be subject to the provisions as set forth in the Employee Relations Ordinance. However, such negotiations, excluding impasse procedures, shall not exceed 45 days unless mutually agreed by the parties.

## ARTICLE 39 PERSONNEL PRACTICES

### Section 1.

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

### Section 2. Dignity and Professionalism in the Workplace

1. The Union and Management are committed to working together to ensure a healthy and professional work environment free from emotional and psychological abuse and intimidation and to promote dignity for all workforce members.
2. The Union and Management agree to work together to develop a training program open to managers and SEIU, Local 721 represented employees through the Workforce Development Program, the Million Dollar Training Fund and/or other sources of funding designated to promote dignity, prevent and reduce intimidation and other forms of

emotional and psychological abuse in the workplace and create awareness of its negative impact.

3. Labor and Management are committed to working together to address complaints of intimidation and other forms of emotional and psychological abuse in the workplace in a timely manner.
4. The County Department of Human Resources is committed to working with the Union to develop policy to promote dignity and respect at the workplace and to prevent intimidation and other forms of emotional and psychological abuse in the workplace.

### Section 3.           Communication through County E-mail

Recognizing that e-mail is a standard medium of business communication, the County will meet with representatives of the Union to consider the feasibility of communication with bargaining unit members through their County e-mail addresses.

This workgroup will complete its work within 60 days of the Board of Supervisors' approval of the MOU. The workgroup will present recommendations to the Board of Supervisors for any policy changes.

## ARTICLE 40     STEWARDS

### Section 1.           Legal Rights of Shop Steward

Management recognizes that Local 721 Shop Stewards are the official on-site representatives of the Union and further acknowledges that no Steward or Alternate shall

be discriminated against because of the exercise of their rights and duties under the MOU.

### Section 2.

It is agreed by the parties of the Memorandum of Understanding that SEIU, Local 721, may select a reasonable number of stewards for this Unit. SEIU, Local 721 shall give to each Department Head a written list of employees

from his/her department who have been selected as stewards. This list shall be kept current by SEIU, Local 721.

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

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

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

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

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

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

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

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

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

Section 1.     Labor-Management Meetings on Quality and Restructuring

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

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

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

Participants on this Labor Management Committee will consist of the bargaining chair, or alternate, from each of the DHS and DPH SEIU 721 Bargaining Units, SEIU, Local 721 representatives, DHS and DPH operational, clinical or executive representatives and CEO staff. When appropriate (based upon the matter to be discussed), Management will ensure that the appropriate facility-level manager/administrator participates on the committee.

In the event that health related services from multiple departments become integrated the County and Local 721 will meet in accordance with Article 41.

## Section 2. Restructuring

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

## Section 3. Staffing

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

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

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

Labor, DHS and DPH Management agree that the Labor-Management Quality and Restructuring Committee will establish the structure and

direction for a joint staffing committee responsible for the development and implementation of staffing plans within the Departments, and provide recommendations for action. This joint process will continue within 30 business days of Board of Supervisor's approval of this MOU.

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

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

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

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

#### Section 4. Training

- A. The parties agree to establish a Labor-Management Training Board composed of twelve (12) members. There will be six (6) Union members and six (6) Management members to administer any funds allocated for the training program. The Training Board will begin meeting by January 31, 2001.
- B. Current County employees in the bargaining unit who are negatively impacted by restructuring shall have first priority for placement in a training program funded as a direct result of Department of Health Services and/or Department of Public Health restructuring.

- C. Throughout the term of this MOU, employees of the Department of Health Services and/or Department of Public Health who do not receive the Bilingual Bonus pursuant to County Code Section 6.10.140, may, upon request of the employee, enroll in a basic language course other than English offered by the Worker Education Resource Center (WERC). Upon successful completion of the course, each employee shall be issued a certificate.
- D. Management shall make every reasonable effort to release employees to attend training offered through the Worker Education Resource Center (WERC). If the program, including clinical rotations, is in an area of critical need such as but not limited to nursing, radiology, health information technology and laboratory, DHS may release participants for up to sixteen hours per week on county time for WERC sponsored projects. SEIU, Local 721 and DHS and DPH will jointly monitor releases to ensure reasonable access to training.
- E. Any employee in a career track workforce development training program, including but not limited to the Healthcare may Worker Education Resource Center (WERC) request to be placed on an Irregular 40 hour work schedule, which includes two (2) regular work days release time, as part of their work week during the duration of their training in order to provide them time to attend classes.
- F. Employees who graduate from Healthcare Worker Education Resource Center (WERC) career path programs for critically needed acute care classifications, including but not limited to ancillary staffing and nursing shall be able to accept the position with no loss of salary in accordance to County Code.

Section 5. Reassignment/Involuntary Transfer within DHS, DPH

- A. If the Department of Health Services and/or Department of Public Health determine that reassignments are necessary as a result of restructuring and/or workforce reductions, management shall notify SEIU, Local 721 as soon as administratively possible on the subject prior to implementation. Management shall first use pre-existing

geographical preferences as expressed on the Employee Verification Notices. Employees will be assigned to vacancies within their classification based on geographic preference by County seniority. Employees may also be reassigned to vacancies within the same series that require the same qualifications and minimum requirements. This provision shall not be construed to entitle any employee to a promotion.

- B. If the number of employees within a classification expressing a preference for a geographic region exceeds the number of vacancies within the region, then reassignments will be made by County seniority.
- C. If there are vacancies to be filled that do not match employee preferences, then employees within that classification will be reassigned using inverse County seniority, unless other transfer/reassignment procedures have already been agreed to in the MOU. Management agrees to not unreasonably deny a represented employee's preference to be transferred to any vacant item that they qualify for.
- D. Whenever the impacted department has advance knowledge of specific facilities, or job classes that may be subject to reassignment, the department's Human Resources office shall offer potentially impacted employees the opportunity to submit or amend their Employee Verification Notices.
- E. Management will endeavor to give at least twenty (20) business days' notice to any employee scheduled for an involuntary reassignment and/or relocation.
- F. Management will give first consideration to transfer requests where two (2) employees have expressed to management a mutual desire to exchange job assignments/locations.
- G. Employees who have been approved vacations and are subsequently involuntarily transferred from their vacation scheduling unit shall retain their right to take approved vacation in their new assignment area.

For the purpose of approving future vacation requests, employees affected by involuntary reassignment/relocations shall retain their seniority in their new assignment area defined as “total amount of continuous service within the County”. This section is not intended to pre-empt the rights of the parties to negotiate and/or enforce specific vacation provisions relevant to individual classes or bargaining units.

#### Section 6. Safe Patient Handling (Patient Transport and Lift Teams)

The parties agree that it is a mutual goal to reduce industrial injuries resulting from patient lifting and transport. The parties support the establishment of Patient Transport and Patient Lift Teams in Department of Health Services’ facilities and will work together to overcome any economic barriers to implementation. Los Angeles County will make every reasonable effort to ensure that Patient Lift and/or Patient Transport Teams are available at all times. The County will make every reasonable effort to ensure that there will be no fewer than two (2) trained and designated team members to safely lift, reposition or transfer patients to/from beds, chairs, gurneys, and other areas; in accordance with DHS policy. Management will make every effort to ensure that equipment is provided that is in accordance with legal, professional and industry standards for the lifting and transporting of patients.

The Work Group shall consist of a core of three Labor representatives, three Management representatives, and one representative from the Healthcare Worker Education Resource Center (WERC). An additional two (2) members each from Labor and Management will be added from each healthcare facility where Patient Transport and/or Patient Lift Teams are being formed.

Department of Health Services (DHS) Management will endeavor to make training, standards, guidelines and responsibilities clear and uniform throughout DHS.

#### Section 7. Notification and Response to Disasters and Public Health Emergencies and Employee Safety

The Department of Health Services and the Department of Public Health are committed to maintaining a healthful working environment and continuing

their compliance in meeting the regulations and guidelines established by the Centers for Disease Control, OSHA, and the Joint Commission.

A. Bioterrorism, Natural and Human-Made Disasters

1. The Department of Health Services and the Department of Public Health have established a Decontamination Response Plan for a variety of disasters. The Department shall notify the union within 60 days of any proposed changes to any currently established decontamination plan.

The Departments shall provide all medically necessary treatments to public health disasters, including but not limited to decontamination services and prophylaxis to affected employees.

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

B. Employee Safety

1. Management will initiate a comprehensive assessment of employee and patient safety in conjunction with CEO Risk Management. Upon completion of this assessment, management shall meet with the union pursuant to County Code Section 5.04.090(A).
2. The County shall develop and implement a policy addressing communicable disease notification, protection and treatment for employees who are assigned to work in health facilities. Related training shall be provided to the employees.
3. The County shall make safety alarm devices available to employees working in psychiatric inpatient, outpatient and

emergency departments in County facilities. The budget for the safety alarm devices shall not exceed twenty thousand dollars (\$20,000). The budget will be used to purchase and maintain safety alarm devices, and replace broken or damaged alarm through the term of this MOU. In consultation with the Union, the County shall develop a plan for distribution and replacement of the safety alarm devices.

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

Code Gold Team response members shall be provided with designated coverage staff to provide continuity of patient care.

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

During the term of the MOU, the Emergency Codes policy will be reviewed, with the explicit purpose of addressing changes or updates to the policy, upon the request of either party at mutually agreeable times and locations. In order to make meetings effective management will notify Local 721, in writing, of any proposed changes or updates, or Local 721 will notify management, in writing, of any requested changes or updates. All

proposed/requested changes shall be provided at the time of meeting request.

5. In the event of an attack on an employee by a patient, or onsite visitor, Management shall assist with making arrangements for medical attention and counseling services.
6. In the event of an emergency relating to biohazards, communicable disease outbreak or other health threat, the Department shall notify employees without delay. The Department shall notify Local 721 and the Committee of Interns and Residents/SEIU as soon as practicable. Upon request by the Union, the Department shall meet with Local 721 within seven (7) business days to assess the impact on employees and appropriate responses and/or corrective measures.

Section 8. Sale or Transfer

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

Section 9. Patient Care Committee

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

Within 90 days of the Board of Supervisor's approval of this MOU, the parties will establish a task force to consult on the development of a Patient Care Committee(s) within DHS and DPH. The task force will work collaboratively to develop the role of the Patient Care Committee(s) as it relates to issues including but not limited to best practices regarding quality patient care and dispute resolution.

The task force will consist of a maximum of 8 members representing SEIU, Local 721 and a maximum of 8 members from the county, including a representative from the Chief Executive Office/Employee Relations Division.

#### Section 10. DHS and DPH Competency Testing

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

As such, SEIU, Local 721, DHS and/or DPH shall meet upon request of the Union or Management to address new and/or changes in matters related to employee competency testing, including but not limited to:

- Testing Methodology such as written, skills, or other;
- Study methodology including but not limited to study guides and practice skills labs;
- Study time and remediation; and
- Case Presentations (where applicable).

SEIU, Local 721 representatives shall be allowed access to employees near the testing site.

Management will grant employees an appropriate amount of time to prepare for competency testing including case presentations.

DHS and/or DPH Management will provide the Union with information regarding competency test results by classification and/or clinical discipline whichever is appropriate.

#### ARTICLE 42 DEPARTMENT OF MENTAL HEALTH HEALTHCARE REFORM & INTEGRATION

The Department of Mental Health and Local 721 are committed to a collaborative joint labor-management approach to establishing and improving ways of improving services provided by the department.

Topics for discussion include, but are not limited to:

- Improving quality of care;
- Improving consumer satisfaction;
- Patient and employee safety;
- Preparing for transitions in technology on workforce and new health care legislation;
- Achieving operational efficiencies and enhancing productivity;
- Generating new and increased revenue;
- Impact of healthcare reform on employees.

To achieve these goals the parties agree to the following:

#### DMH Healthcare Reform and Integration Committee

Local 721 and the Department of Mental Health will continue a labor-management DMH Healthcare Reform and Integration Committee to review the departmental changes resulting from health care reform and make recommendations to the Department of Mental Health (DMH) management.

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

The committee will have fifteen (15) Local 721 employee representatives.

Management team will include CEO representation. By mutual agreement, guests may attend to discuss specific subjects. The committee will meet once a month, at a time and place to be determined by the committee.

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

Pursuant to the County's Employee Relations Ordinance, upon written request by the Union, Management agrees to meet and confer with the union

on the impact of implementing work rule changes specifically related to health care reform and integration in DMH when such matters are not covered by Memoranda of Understanding, Civil Service Rules, or other laws, regulations, or agreements between the parties.

In order to maximize the work hours spent on direct client services the committee will evaluate the appropriate benchmark for best practices to achieve revenue maximization with the goal of achieving efficient treatment standards for patient care that make DMH an attractive option for mental health services.

### Workplace Safety

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

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

- Distribution of hand-held personal portable alarms
- Safety Orientations
- Installation of equipment in Mental Health facilities such as panic buttons, surveillance cameras, bullet-resistant glass and alarm systems.
- Assignment of security personnel.
- Training in assault prevention and management of assaultive behavior, and other field base trainings.
- Necessary safety equipment, such as cell phones, gloves, protective body suits, first aid kits / emergency safety kits, will be provided to employees on field assignments.
- Reasonable measures to enhance the security and safety of employee parking lots.

The department agrees to develop recommendations related to safety issues with the union at the DMH Healthcare Reform and Integration Committee.

This article will expire at the end of the contract, with the exception of the section on work place safety. If the parties have not completed the work of DMH Healthcare Reform and Integration by that date, this article may be renegotiated by mutual agreement.

ARTICLE 43     RE-ENGINEERING AND WELFARE REFORM

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

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

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

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

ARTICLE 44     HOLIDAYS

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

2. Whenever an employee works on an overtime basis on a day which is both a holiday and regularly scheduled day off, the employee is entitled to an additional day off and compensation at premium overtime rates providing he/she otherwise qualifies for such payment.
3. Management will make every effort to furnish employees with a summary statement of accrued holiday time.

#### ARTICLE 45    POSTING OF VACANCIES

The department promulgating the promotional examination shall post the examination for at least 10 days pursuant to Civil Service Rule 7.03.

Other than promotional opportunities, dependent on the needs of the service and and/or operational concerns, Management will post for at least 10 days, in places centrally located and accessible during operating hours on a bulletin board or boards designated expressly for this purpose.

In addition, employees are referred to the following resources to find promotional opportunities and vacancies to be filled:

1. Department of Human Resources  
Employment Information Services Office  
3333 Wilshire Boulevard  
Los Angeles, CA 90010  
(213) 738-2080  
(213) 738-2084

Bulletins for Open-Competitive and Inter-Departmental Promotional examinations are posted at  
<http://www.governmentjobs.com/careers/lacounty>

Management agrees to also post vacancies and promotional opportunities on one or more of the following: DHR intranet, Department intranet, and/or JDIC announcement(s) and traditional bulletin board. Subject to management discretion, where feasible, County computers would be made available during scheduled breaks and lunch hour(s) to access job postings and promotional opportunities.

ARTICLE 46 WEARING OF UNION BUTTONS

Management shall permit employees to wear official Union buttons or pins of a reasonable size consistent with safety and hygiene. Certain work areas may be designated where such buttons or pins may not be worn for reasons of hygiene or safety.

ARTICLE 47 TRAINING

Management and SEIU, Local 721 recognize that training programs and the advancement of employees to positions of higher skill are matters of great importance and interest to Management, SEIU, Local 721 and the employees covered by this Memorandum.

Management, upon the official request of SEIU, Local 721 will meet with SEIU, Local 721, to consult concerning any specific existing training programs or upgrading opportunities and for the development of any new training program. The Committee will make every reasonable effort to identify a new source of funding to support such programs.

It is agreed that one joint Labor Management Committee on education and training shall be established within ninety (90) days of the effective date of this agreement.

This Committee shall consist of three (3) representatives of Management and three (3) representatives of employees.

This Committee shall meet regularly on request of either party, but not less than quarterly on County time, to discuss training policies and career development programs concerning employees in this Unit.

Nothing in this Article shall be construed as limiting Management's authority to make temporary assignments on higher rated classes for the purpose of qualifying the employee for promotional examinations or training.

## ARTICLE 48      TRANSFERS

### Section 1.      All County Departments except for the Department of Health Services, Public Health, and the Sheriff Department

Any employee covered herein may submit a written request for transfer within his/her own department and have his/her name placed on a list to be kept by the manager of the work location to which the employee is requesting a transfer. Management shall inform the employee of the decision of the request within a reasonable amount of time.

Any employee covered herein who wishes to transfer to another County department may submit a written request for such transfer and have his/her name placed on a list to be kept by the personnel office of the department to which the employee is requesting a transfer. These requests will be retained for a period of six months. It is understood that these requests are for an available, vacant position in the same classification. Management will consider these requests for transfer when filling vacancies. However, this article in no way is intended to limit management's authority to make appointments.

### Section 2.      Department of Health Services, Public Health, and Sheriff Department

The following section shall only apply to the Department of Health Services.

When vacancies occur in a position in classifications in this bargaining unit, appropriate timely notices will be posted on bulletin boards where unit employees work advising of the vacancy. Each notice shall have on it the date the notice was posted on the bulletin board.

- A. Employee initiated transfer requests from one area to another:
1. Employees seeking to transfer to any vacancies shall have the right to submit a request to their personnel office for assignment to any such vacancy. A request for a transfer of assignment must be in writing. Within 10 working days Management shall either approve the request or deny it based on lack of qualification, other

evidence of substandard performance or lack of openings. Upon approval, the form shall be processed by the appropriate Department as provided herein.

2. Probationers, non-permanent employees and employees whose work performance is documented as substandard shall not be considered for transfer from one area to another.
3. In the event two or more qualified employees request transfer to an opening in an area other than their own, the transfer shall be made on the basis of departmental seniority( for Sheriff Department Food Services unit seniority) among those requests on file at the time of the opening. When there is more than one request for reassignment into a specific area and departmental seniority is identical, the date of the request shall be the deciding factor.
4. Transfers when approved shall be made as soon as reasonably possible.
5. A file of all employee requests for transfers from one area shall be maintained in the respective departmental division office. Such requests shall be held on file as active for a period of six months, after which time they shall be expunged.

B. Departmental initiated transfers of employees from one area to another area:

1. When the demands of the service require the transfers of employees be initiated from one area to another, Management shall first process those transfer requests on file from qualified employees.
2. If the need for transfers remains after implementation of Section A above, Management shall seek volunteers.
3. If the need for transfers remains after implementation of Sections A and B above, Management shall then initiate any

transfers necessary to meet the needs, based on inverse order of County seniority of permanent employees in the affected area.

4. Employees selected involuntarily to transfer from one area to another, shall be given 10 days written notice of the transfer.

Management shall have the right to transfer an employee from one work location to another within his/her facility to meet the needs of the service.

### C. Shift Transfers

1. Employees may request transfer from one regular scheduled shift to another. Such transfer request shall be processed as provided in sub-section B above.
2. In the event Management initiates a transfer of an employee from one regular shift to another, such transfers shall be processed as provided in sub-section B above.

It is understood that except for disciplinary reasons and/or extraordinary circumstances (e.g. staffing overages), an employee who is otherwise performing competently will not be transferred to accommodate an employee with greater seniority.

## ARTICLE 49    VACATIONS

### Section 1.    Vacation Deferral

The parties agree that when requested by the employee and authorized by the Department Head, vacation time may be deferred for more than one year. However, an employee's maximum current and deferred vacation accrual shall not exceed 40 days (320 hours) at any time.

### Section 2.    Vacation Scheduling

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

1. At least annually, Management shall petition for and prepare a vacation schedule for all employees in each work facility between November 1<sup>st</sup> through December 18<sup>th</sup>. Management will use its best efforts to post vacation schedules as soon as practicable, but in no event shall the schedule be posted later than December 18<sup>th</sup> for vacations of the upcoming year. Said schedule shall be updated monthly or as needed thereafter.

Example: vacations for the year 2016 will be posted by December 18, 2015.

2. The employee with the greatest seniority will be given the opportunity to have first choice of his vacation schedule, with the other employees being given their choice of vacation schedules in descending order of seniority.
3. Having once made such a choice, no employee may change his vacation schedule if such change will conflict with the choice of any other employee in the facility or unless the affected employee and Management agree to such a change.
4. For the purpose of this Article, employees assigned to a facility after the annual vacation schedule has been prepared waive any seniority rights they may have had until the next vacation schedule is prepared.
5. For the purpose of this Article, seniority shall be defined as the total amount of continuous service within a classification within the department. An employee may exercise his seniority only within the work location to which he is permanently assigned.
6. In the case of a tie involving two or more employees, the opportunity to choose a vacation schedule will be given to the employees in the order of their County seniority.
7. For the application of this provision each County medical facility shall be considered as a separate department.

8. The Community Health Services shall continue the current practice, i.e. department seniority is controlling.
9. The Sheriff's Department shall continue the current practice, i.e. departmental seniority is controlling.
10. For the purpose of scheduling vacations, employees involuntarily transferred due to workforce reductions, shall retain the same seniority for the first year after the transfer that they previously held in the previous job location.

#### ARTICLE 50    CONSULTATION

- A. County Management agrees to consult with SEIU, Local 721 in conformity with Section 5 and Section 6(a) of the Employee Relations Ordinance.
- B. Management agrees to consult with SEIU, Local 721 when new educational requirements are mandated by State law as requisites for maintenance of license or registration.

The purpose of said consultation is to review means by which necessary training can be made available to Unit members.

#### ARTICLE 51    ACCUMULATION OF LATE MINUTES

Management shall distribute a Memorandum that there will be no accumulation of incidents of tardiness of under 15 minutes for the purpose of reducing the pay of any employee covered by this Memorandum.

#### ARTICLE 52    LEGAL REPRESENTATION

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

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

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

ARTICLE 53    AFFIRMATIVE ACTION COMMITTEE

The Department of Health Services agrees that the Personnel Officer, Health Services shall convene a departmental Affirmative Action Committee 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.

ARTICLE 54    WORK SCHEDULE CHANGES

Section 1.    Work Schedule Changes

Employees shall be scheduled to work on regular shifts having regular starting and quitting times. Except for emergencies, employees' work schedules or work shifts shall not be changed without written notice to the employee at least ten (10) working days prior to the date the change is to be effective. Irregular work schedules shall not be changed without the written notice to the employee at least ten (10) working days prior to the date the change is to be effective. Subject to operational needs, management will not change schedules more than once per year to any permanent employees in this bargaining unit.

Section 2.        Educational Program Accommodation

Management will make every reasonable effort to avoid changing employees work schedules when an employee is enrolled in an educational program. Prior written verification must be provided by the employee at the beginning of each period of enrollment.

Section 3.        Alternate Work Schedules

Employees may request alternate work schedules such as a nine (9) day – 80 hour two week schedule or a four (4) day – 40 hour week schedule. Management will respond to an employee’s request within 15 calendar days. No request will be unreasonably denied. Any changes from existing work schedules will be based on the needs of the service as determined by Management. Employees covered by the Fair Labor Standards Act will not be placed on alternate work schedules that mandate the payment of overtime under the Act.

ARTICLE 55    UNIFORMS

Section A.

The parties agree to jointly recommend to the County’s Board of Supervisors for adoption and implementation through amendment to applicable ordinance, that for the term of this agreement, uniforms of the type prescribed by Management be issued on a one-time only basis to each appointed or transferred employee in a position in one of the following classifications where such uniforms are required by management:

- Culinary Series
- Laundry Series
- Mortuary Attendant
- Mortuary Attendant, LAC/USC Medical Center
- Cemetery Caretaker Crematory Operator
- Forensic Attendant
- Central Services Technicians, DHS

For employees in the Mortuary Attendant, Culinary and Laundry series, seven (7) uniforms as prescribed by Management will be issued. For Culinary and Laundry series employees who are physically exposed to harsh working conditions (including, but not limited to, rain, freezing temperature, etc.), management, at its discretion, will provide other equipment necessary for these employees to perform their work duties.

For employees in the Mortuary Attendant (LAC/USC Medical Center), Cemetery Caretaker, Crematory Operator and Forensic Attendant classifications, a uniform of the type prescribed by Management will consist of shirt, pants, belt, jacket, boots and rain gear. The Mortuary Attendant (LAC/USC Medical Center), Cemetery Caretaker, Crematory Operator, and Forensic Attendant will be issued seven (7) shirts, seven (7) pairs of pants, one belt, one pair of boots, one jacket, and one set of rain gear.

Section B.

Management will establish procedures and use its best efforts to procure uniforms within a reasonable time and the average lead time is expected to be sixty (60) calendar days, unless the demands of the operation prevent Management from doing so; however, nothing in this Article is to be construed as limiting Management's rights to require an employee to be dressed properly at all times when on the job.

Section C.

Management agrees to exchange unserviceable uniforms that were issued under the requirements of this Article in exchange for a new uniform, except where such replacement would be necessary as a result of improper or unauthorized use or care. Management will use its best efforts to exchange unserviceable uniforms which are overly large or small within a reasonable time period.

Section D.

Uniformed Sheriff's Department employees in this Unit will be issued uniforms and replacements as determined by Management. Management

will use its best efforts to ensure that replacement uniforms are returned to employees in a timely manner.

#### Section E.

Coroner Management agrees to exchange unserviceable uniforms previously issued under this Article except where such replacement would be necessary as a result of improper or unauthorized use or care. Such replacement uniforms shall not exceed seven (7) during the term of this agreement. Management shall be the sole determinant as to the need for uniform replacement. Management will use its best efforts to exchange unserviceable uniforms which are overly large or small within a reasonable time.

#### Section F.

All uniforms issued under the provisions of this article shall be for authorized use and only while on duty.

#### Section G.

In the event any employee in the unit terminates County service or upon transfer to a non- uniform assignment, the employee must return all uniforms issued under the provisions of this article to their respective Department.

#### Section H.

DHS, DPH, Probation, Coroner, and Sheriff Management agree to launder the uniforms of all employees required to wear washable uniforms in the performance of their duties.

### ARTICLE 56    EMERGENCY ASSIGNMENTS

Nothing herein shall limit the authority of the Department Head to make temporary assignments to different or additional locations, shifts, or work duties for the purpose of meeting emergencies, it being understood such authority will not be exercised in a capricious, arbitrary or unreasonable manner. However, such emergency assignments shall not extend beyond the period of such emergency. Management shall use its best efforts to provide advance notice to impacted employees of emergency assignments.

Additionally, employees who are selected for emergency assignments may request Management to become mileage permittees. The decision to approve said requests belongs solely with Management.

No request will be unreasonably denied.

ARTICLE 57     OVERTIME

Section 1.     Compensation

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

The County will pay overtime for all hours worked in excess of forty (40) in one week.

"Hours worked" will be calculated as provided for by the Fair Labor Standards Act, 29 U.S.C. § 201, et seq. Hours worked do not include time for which persons are compensated but do not actually work, including but not limited to, sick leave and vacation pay, with the exception that those hours paid during a workweek for a regular County holiday 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.

An employee may accrue 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 request this option when the employee works overtime. Management shall not decide to order or authorize overtime based on the employee's preference of pay or compensatory time off. To use compensatory time, an employee must submit a request to the immediate supervisor prior to the date requested to be off. Such accumulated compensatory time may be taken off subject to staffing requirements and with prior approval of the immediate supervisor. Accrued compensatory time shall be paid prior to any promotions. Unless approved by management, employees may not accrue CTO hours which are worked during disaster

periods or emergencies declared by the Board of Supervisors, local or federal government.

## Section 2. Exempt Employees

If during the term of this Agreement, any bargaining unit employee is determined to be exempt, as defined by the Fair Labor Standards Act, the parties shall meet and discuss the overtime coverage and the overtime rate to be applied to said employee.

## Section 3. Distribution of Overtime

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

## Section 4.

Effective with the implementation of this MOU, with prior approval of Management, new accumulated compensatory time off not used during the calendar year in which it is earned may be carried over for up to one year not to exceed 81 hours of new accumulated compensatory time. Compensatory time not used within the above period shall be paid to the employee at the straight time rate rather than lost.

## Section 5.

On or after October 1, 2006, at the employee's option, Compensatory Time Off (CTO) accrued during the period from October 1, 2003 through and including June 30, 2006 and remaining on the books may continue to be taken as time off, or may be converted to pay. An employee electing payment for any portion of such CTO accrual balance may submit a request and within forty-five (45) days of that request, shall be paid at the rate of pay then in effect for the employee.

ARTICLE 58      SPECIAL PAY PRACTICES

Section 1.      Callback Pay

Whenever an employee is unexpectedly ordered by his Department Head or his designated representative to return to duty following the termination of his normal work shift or normal work week and departure from his work location, the employee shall receive a payment of four (4) hours' pay at the rate of time and one-half of the employee's regular rate of pay. Work performed in excess of 4 hours will be compensated in accordance with provisions of the Overtime Article.

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 callback, no additional compensation will be paid until four hours have been worked by the employee; i.e., there shall be no pyramiding of time as a result of callback.

Section 2.      Evening and Night Shift Differential

The parties agree that any employee employed in the Unit, who is assigned to a regularly established evening or night shift as defined in Section 6.10.020 of the County Code, shall receive as of July 1, 1993, a per hour bonus of 60 cents for each hour worked during such shift. Effective October 1, 2017, this bonus shall be \$1.00 per hour.

Section 3.      Mortuary Bonus

Effective July 1, 1990, any person employed on a permanent, full-time position of Mortuary Attendant (Item No. 5055) who is permanently assigned to LAC-USC Medical Center shall be entitled to compensation at the rate of \$25.00 per pay period higher than that established for said position as provided in the Salaries Article of this Memorandum of Understanding.

Section 4. Bilingual Bonus

The parties agree that any employee in the Unit who complies with the requirements of Section 6.10.140 of the County Code is entitled to a \$40.00 per pay period bonus.

Effective January 1, 2001, this bonus will be \$50.00 per pay period or \$100 per month.

Any temporary or recurrent employee who meets the requirements stated in said County Code shall be entitled to a \$0.46 per hour bonus.

ARTICLE 59 SALARIESSection 1. Recommend Salary Adjustment

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

Effective October 1, 2015	3%
Effective October 1, 2016	3%
Effective October 1, 2017	2%
Effective April 1, 2018	2%

ITEM NO	ITEM CLASSIFICATION	EFFECTIVE DATE	NOTES	SCH	MINIMUM RATE	MAXIMUM RATE
6395	ASSISTANT COOK	CURRENT	NM	60E	2163.82	2836.00
		10/01/2015	NM	61F	2229.73	2920.00
		10/01/2016	NM	62G	2297.91	3006.18
		10/01/2017	NM	63D	2344.45	3065.36
		04/01/2018	NM	64A	2391.00	3125.00
0322	CEMETERY CARETAKER	CURRENT	NM	74E	3155.91	4126.73
		10/01/2015	NM	75F	3249.55	4250.27
		10/01/2016	NM	76G	3346.09	4377.91
		10/01/2017	NM	77D	3411.82	4465.27
		04/01/2018	NM	78A	3478.00	4554.00

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ITEM NO	ITEM CLASSIFICATION	EFFECTIVE DATE	NOTESCH	MINIMUM RATE	MAXIMUM RATE
5082	CENTRAL SERVICES TECHNICIAN I	CURRENT	NM 62D	2280.45	2984.09
		10/01/2015	NM 63E	2350.27	3072.82
		10/01/2016	NM 64F	2421.00	3163.64
		10/01/2017	NM 65C	2469.00	3225.82
		04/01/2018	NM 65L	2517.00	3289.09
5083	CENTRAL SERVICES TECHNICIAN II	CURRENT	NM 64D	2409.00	3148.18
		10/01/2015	NM 65E	2481.00	3241.64
		10/01/2016	NM 66F	2554.36	3337.91
		10/01/2017	NM 67C	2604.73	3403.55
		04/01/2018	NM 67L	2655.64	3469.73
6396	COOK	CURRENT	NM 64C	2403.00	3140.45
		10/01/2015	NM 65D	2475.00	3233.73
		10/01/2016	NM 66E	2548.09	3329.73
		10/01/2017	NM 67B	2598.36	3395.27
		04/01/2018	NM 67K	2649.27	3461.45
0323	CREMATORY OPERATOR	CURRENT	NM 68K	2721.73	3555.73
		10/01/2015	NM 69L	2801.36	3660.27
		10/01/2016	NM 71A	2885.00	3770.00
		10/01/2017	NM 71J	2941.00	3844.18
		04/01/2018	NM 72F	2998.82	3919.73
7072	DARKROOM ATTENDANT	CURRENT	NM 61C	2213.09	2899.00
		10/01/2015	NM 62D	2280.45	2984.09
		10/01/2016	NM 63E	2350.27	3072.82
		10/01/2017	NM 64B	2397.00	3132.73
		04/01/2018	NM 64K	2445.00	3194.55
6411	FOOD SERVICE WORKER	CURRENT	N2M 55G	2002.45	2493.00
		10/01/2015	N2M 56H	2063.27	2566.91
		10/01/2016	N2M 57J	2126.18	2642.91
		10/01/2017	N2M 58F	2169.27	2695.18
		04/01/2018	N2M 59C	2213.09	2748.27

ITEM NO	ITEM CLASSIFICATION	EFFECTIVE DATE	NOTES	SCH	MINIMUM RATE	MAXIMUM RATE
4884	FORENSIC ATTENDANT	CURRENT	NM	71C	2899.00	3788.55
		10/01/2015	NM	72D	2984.09	3900.64
		1/1/2016	NM	74B	3132.73	4096.18
		10/01/2016	NM	75C	3225.82	4218.91
		10/01/2017	NM	75L	3289.09	4302.55
		04/01/2018	NM	76H	3354.27	4388.73
5073	INSTITUTIONAL BARBER	CURRENT	NM	61C	2213.09	2899.00
		10/01/2015	NM	62D	2280.45	2984.09
		1/1/2016	NM	63A	2327.00	3043.00
		10/01/2016	NM	64B	2397.00	3132.73
		1/1/2017	NM	65C	2469.00	3225.82
		10/01/2017	NM	65L	2517.00	3289.09
6763	INSTITUTIONAL HELPER	CURRENT	N3M	53E	1992.64	2350.27
		10/01/2015	N3M	54F	2052.91	2421.00
		1/1/2016	N3M	55C	2094.55	2469.00
		10/01/2016	N3M	56D	2158.36	2541.82
		1/1/2017	N3M	57E	2224.18	2617.45
		10/01/2017	N3M	58B	2268.82	2668.64
6766	INSTITUTIONAL LABORER	CURRENT	NM	63C	2338.64	3057.91
		10/01/2015	NM	64D	2409.00	3148.18
		1/1/2016	NM	65A	2457.00	3210.00
		10/01/2016	NM	66B	2529.27	3305.18
		1/1/2017	NM	67C	2604.73	3403.55
		10/01/2017	NM	67L	2655.64	3469.73
6416	INTERMEDIATE FOOD SERVICE WORKER	CURRENT	NM	57F	1997.55	2623.82
		10/01/2015	NM	58G	2058.09	2701.82
		10/01/2016	NM	59H	2120.91	2781.45
		10/01/2017	NM	60E	2163.82	2836.00
		04/01/2018	NM	61B	2207.55	2892.00

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ITEM NO	ITEM CLASSIFICATION	EFFECTIVE DATE	NOTESCH	MINIMUM RATE	MAXIMUM RATE
6834	INTERMEDIATE LAUNDRY WORKER	CURRENT	N2M 56L	2078.82	2585.73
		10/01/2015	N2M 58A	2142.00	2662.00
		10/01/2016	N2M 59B	2207.55	2741.64
		10/01/2017	N2M 59K	2251.91	2794.73
		04/01/2018	N2M 60G	2297.91	2850.00
7613	INTERMEDIATE SEWING WORKER	CURRENT	NM 59K	2131.45	2794.73
		10/01/2015	NM 60L	2196.55	2878.00
		10/01/2016	NM 62A	2263.00	2962.00
		10/01/2017	NM 62J	2309.55	3020.91
		04/01/2018	NM 63F	2356.09	3080.27
4974	LABORATORY ATTENDANT	CURRENT	NM 59D	2099.82	2754.91
		10/01/2015	NM 60E	2163.82	2836.00
		10/01/2016	NM 61F	2229.73	2920.00
		10/01/2017	NM 62C	2274.64	2976.73
		04/01/2018	NM 62L	2321.18	3035.64
6832	LAUNDRY WORKER	CURRENT	N2M 54G	1948.45	2427.00
		10/01/2015	N2M 55H	2007.36	2499.00
		10/01/2016	N2M 56J	2068.45	2573.18
		10/01/2017	N2M 57F	2110.36	2623.82
		04/01/2018	N2M 58C	2152.91	2675.27
5055	MORTUARY ATTENDANT	CURRENT	NM 66A	2523.00	3297.00
		10/01/2015	NM 67B	2598.36	3395.27
		10/01/2016	NM 68C	2675.27	3495.27
		10/01/2017	NM 68L	2728.36	3564.36
		04/01/2018	NM 69H	2781.45	3634.09
0048	PEST EXTERMINATOR	CURRENT	NM 72E	2991.45	3910.18
		10/01/2015	NM 73F	3080.27	4026.55
		10/01/2016	NM 74G	3171.36	4147.09
		10/01/2017	NM 75D	3233.73	4229.36
		04/01/2018	NM 76A	3297.00	4313.00

ITEM NO	ITEM CLASSIFICATION	EFFECTIVE DATE	NOTES	SCH	MINIMUM RATE	MAXIMUM RATE
5501	PHARMACY HELPER	CURRENT	NM	67G	2630.18	3436.64
		10/01/2015	NM	68H	2708.45	3538.45
		10/01/2016	NM	69J	2788.09	3642.82
		10/01/2017	NM	70F	2843.00	3714.91
		04/01/2018	NM	71C	2899.00	3788.55
7071	RADIOLOGY PHOTOGRAPHIC ASSISTANT	CURRENT	NM	67L	2655.64	3469.73
		10/01/2015	NM	69A	2735.00	3573.00
		10/01/2016	NM	70B	2815.00	3678.18
		10/01/2017	NM	70K	2871.00	3751.64
		04/01/2018	NM	71G	2927.00	3825.64
6399	SENIOR COOK	CURRENT	NM	70B	2815.00	3678.18
		10/01/2015	NM	71C	2899.00	3788.55
		10/01/2016	NM	72D	2984.09	3900.64
		10/01/2017	NM	73A	3043.00	3977.00
		04/01/2018	NM	73J	3102.64	4056.27
6836	SENIOR LAUNDRY WORKER	CURRENT	NM	60A	2142.00	2808.00
		10/01/2015	NM	61B	2207.55	2892.00
		10/01/2016	NM	62C	2274.64	2976.73
		10/01/2017	NM	62L	2321.18	3035.64
		04/01/2018	NM	63H	2367.73	3095.18
5056	SENIOR MORTUARY ATTENDANT	CURRENT	NM	73B	3050.45	3986.91
		10/01/2015	NM	74C	3140.45	4106.36
		10/01/2016	NM	75D	3233.73	4229.36
		10/01/2017	NM	76A	3297.00	4313.00
		04/01/2018	NM	76J	3362.45	4399.55
7611	SEWING WORKER	CURRENT	NM	58J	2068.45	2715.09
		10/01/2015	NM	59K	2131.45	2794.73
		10/01/2016	NM	60L	2196.55	2878.00
		10/01/2017	NM	61H	2240.82	2934.00
		04/01/2018	NM	62E	2286.27	2991.45

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ITEM NO	ITEM CLASSIFICATION	EFFECTIVE DATE	NOTESCH	MINIMUM RATE	MAXIMUM RATE
6065	TRAM OPERATOR	CURRENT	NM 62J	2309.55	3020.91
		10/01/2015	NM 63K	2379.36	3110.09
		10/01/2016	NM 64L	2451.00	3202.27
		10/01/2017	NM 65H	2499.00	3265.36
		04/01/2018	NM 66E	2548.09	3329.73
6842	WASHING EQUIPMENT OPERATOR	CURRENT	NM 60J	2185.64	2864.00
		10/01/2015	NM 61K	2251.91	2948.00
		10/01/2016	NM 62L	2321.18	3035.64
		10/01/2017	NM 63H	2367.73	3095.18
		04/01/2018	NM 64E	2415.00	3155.91

A. OPTIONS/SALARY — COORDINATED BARGAINING

At SEIU, Local 721’s sole option, the Union may re-open the 2003–2006 Fringe Benefit MOU (Article 8, Options) and the Individual Unit Contracts (Salary Article) for the purpose of negotiating a shift of general movement salary dollars to increase the County’s Options (Health Insurance) contribution in 2005 and/or 2006.

Section 2.

A. The parties agree that, when the County determines that it will contract out a service, the County will establish a reduction-in-work force plan which will identify impact on employees as a result of such contracting. The Union agrees to cooperate with Management to facilitate the orderly transition of permanent, full-time, non-probationary employees who have a competent performance evaluation on file, any of the classes listed herein who are affected by contracting out. The Union may, on request of Management, designate a Local 721 staff representative to assist Management to implement the transition program including counseling and encouraging employees to cooperate. Management shall on request of Local 721 consult on this program.

- B. In consideration of A above, the parties agree to the following:
1. The County will establish a training or retraining program for employees affected by contracting out;  
OR
  2. The County may involuntarily transfer employees from affected classes to other classes and, upon request of Local 721, will consult on the transfer. When Management deems it appropriate, employees may be Y-rated;  
OR
  3. The County may effect involuntary reductions of employees impacted by contracting out when such involuntary reduction is to a position which is paid no less than 15% below the employee's current position;  
OR
  4. Employees who resign to accept employment with a successful contractor may be granted up to a 6-month leave of absence without pay. The sole purpose of this leave would be to provide for a continuation of the County's employee health and dental benefit subsidies during this period;  
OR
  5. An employee who resigns from the County as a result of the County's contracting out program may participate in a County approved training or retraining program up to one year with County advanced or reimbursed tuition payments;  
OR
  6. Impacted employees who have at least five years' continuous permanent service in the County who elect resignation or

retirement in lieu of layoffs, may receive one week's severance pay for each full year of County service.

- C. Notwithstanding any other provision of this Article, any employee who is offered and refuses to participate in any program designed for an orderly transition or does not successfully complete any of the programs in B above or who refuses an employment offer with the contractor may be separated from County service with the Department Head's endorsement.

### Section 3.

- A. Senior Cook — Any person employed in the Sheriff's Department item of Senior Cook (Item No. 6399) shall be entitled to compensation at a rate two schedules higher than that established for such position as provided in the Salaries Article of this Memorandum of Understanding.
- B. Any person employed on a permanent, full-time position of Senior Cook (Item No. 6399) who is permanently assigned to a probation campsite shall be entitled to compensation at a rate of 22 levels higher than that established for said position as provided in the Salaries Article of this Memorandum of Understanding.

### Section 4.        Step Advances

- A. Full-time permanent employees in this Unit who are below the top step of the salary range and who are eligible for an annual step advance will be granted a step advance only when a competent or better Performance Evaluation has been filed by the employee's department head. The Performance Evaluation shall be filed at least one month prior to the employee's step advance anniversary date and within a period which does not exceed one year prior to that date.
- B. 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 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 Department of Human Resources fails to obtain issuance of such Performance Evaluation within ten days after the grievance is filed with the Department of Human Resources, the employee shall be deemed competent and the step advance shall be processed within 30 days effective to his step anniversary date.

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

(3) Grievances based on an Improvement Needed Performance Evaluation shall be filed within ten days of issuance with the department head or his designated representative who shall respond to the grievance within ten days.

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

D. During the term of this agreement, should any changes be made in the existing categories of Performance Evaluations which adversely impacts the application of this section, the parties agree to meet and renegotiate this section. In the event an agreement cannot be reached through negotiations, it is agreed that the Union may submit the dispute

to arbitration. The arbitrator shall issue an award on the step advances as affected by the changes in existing categories of Performance Evaluations.

Section 5. Special Step Advance

Effective October 1, 1992, employees in this Unit holding positions compensated at Schedule 47J or below shall be advanced to the second step of the salary range upon completion of six months' continuous service pursuant to Section 6.08.010 of the County Code. Additionally, effective August 1, 1993, employees in this Unit holding positions compensated at Schedule 48F or below shall be advanced to the second step of the salary range upon completion of six months' continuous service pursuant to Section 6.08.010 of the County Code.

Section 6.

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

Section 7. Minimum Wage

All SEIU Local 721 bargaining unit members shall be paid no less than fifteen dollars (\$15.00) per hour by July 1, 2018 according to the following schedule:

On July 1, 2016, all bargaining unit members paid below ten dollars and fifty cents (\$10.50) per hour shall have their base salary increased to at least ten dollars and fifty cents (\$10.50) per hour.

On July 1, 2017, all bargaining unit members paid below twelve dollars (\$12.00) per hour shall have their base salary increased to at least twelve dollars (\$12.00) per hour.

On July 1, 2018, all bargaining unit members paid below fifteen dollars (\$15.00) per hour shall have their base salary increased to at least fifteen dollars (\$15.00) per hour.

ARTICLE 60     WORKLOAD

Section 1.     Commitment

Management and the Department's BU 211 County employees agree that there should be adequate staff to provide safe patient and client care.

Section 2.     Equitable Workload

Based upon operational needs and skills and competencies, Management will assign work equitably.

Section 3.     Resolution of Complaints

When an employee believes that he/she has been persistently overworked, that employee may protest the work assignment to the immediate supervisor, but a good faith effort must be made to comply with the work assignment. Such protest shall be submitted in writing at the end of the shift. Management shall investigate the complaint and if this situation continues beyond the second day, the employee may proceed through the grievance procedure by filing a grievance at the second level. When Management agrees that an overwork situation exists, action will be taken within the grievance time limits to remedy the overwork situation. If Management denies that the employee is overworked, and the employee believes that the overwork situation continues, the employee may appeal that decision through the grievance procedure.

ARTICLE 61     BU 211 DEPARTMENTAL JOINT LABOR MANAGEMENT COMMITTEE

The parties agree to establish a Joint Labor-Management Committee to consult on issues of concern specifically pertaining to unit members in accordance with Employee Relations Ordinance 5.04.090.

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The committee shall be limited to a total of six (6) members, unless the parties mutually agree otherwise. Three (3) members shall be appointed by Management and a total of three (3) unit members appointed by the Union shall make up the committee.

The meetings shall be quarterly and shall commence within thirty (30) days of the ratification of the contract. If the meeting must be cancelled or postponed by either party, every effort will be made to immediately reschedule the meeting to a date and time agreeable to both parties.

Both the Union and Management must mutually agree to the scheduling of any committee meeting which is not a regularly scheduled quarterly meeting.

Meetings shall be on County time for employees who are scheduled to work on scheduled meeting dates. Employees not scheduled to work on scheduled meeting dates shall not be compensated but may attend scheduled meetings.

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

## APPENDIX A

### **Performance Evaluations**

Performance evaluation deals with the development, discipline and appraisal of employees on a continuous or routine basis. Evaluation of performance is not the simple preparation of an annual report, but is a continuous process involving the communication of work goals, giving instructions, assigning work, observing and evaluating work progress and the ongoing dialogue between supervisors and workers during the entire rating period.

### **Informal Corrective Actions**

Informal corrective actions represent attempts to handle problems before they seriously hamper employee effectiveness. Because they are informal, they do not get inserted into the employee's official personnel record. Informal correction actions include discussion/coaching, counseling or a written notice of expectations or counseling.

### **School and Child Care Activities**

Any employee who is the parent, guardian, or grandparent with custody may utilize existing vacation, personal leave, compensatory time off, or leave without pay to participate in the school activities of their children who are either enrolled in kindergarten through twelfth grade or are under the age of five and enrolled in a child care or preschool program.

### **Civil Service Examinations**

Any employee shall be allowed time necessary to be absent from work at his or her regular rate of pay to participate in civil service examinations for positions with any public entity as defined in Section 6.04.080 of the Los Angeles County Code.

### **Military Leave**

Any employee shall be allowed a military leave of absence in accordance with the applicable provisions of law including, but not limited to, the Uniformed Services Employment and Reemployment Act, the Family and

Medical Leave Act, the California Military and Veterans Code, the Los Angeles County Charter, and the Los Angeles County Code. At the conclusion of such leave, the employee shall be returned to work with all accumulated rights and benefits, including educational benefits, in accordance with all applicable provisions of law. No County employee shall be discriminated against, or adversely impacted, in any manner as a result of utilizing military leave.

### **Disaster Leave**

In the event of a disaster emergency as defined by Section 2.68.050 of the County Code and the Emergency Ordinance, Ordinance 10493, that prevents employees from reporting to their positions, the Chief Executive Officer may grant a leave of absence with pay to such employees, subject to ratification by the Board.

APPENDIX BOFFICE ERGONOMIC GUIDELINES

The lease, purchase and installation of computer monitors/microfiche viewers, keyboards, accessories and associated furnishings shall conform to ergonomics guidelines outlined herein.

**1. LIGHTING**

- a. The computer monitor/microfiche viewer should be located away from windows to the extent feasible.
- b. The windows in the work area should have blinds or drapes.
- c. The work area should be painted with low-reflective colors.
- d. The lighting in the work area should be from indirect or recessed sources.
- e. Employees who request that an adjustable direct light be provided for computer work should be provided with such a light.

**2. GLARE**

- a. Luminance of characters and background should have a high contrast ratio.
- b. In the event that the screen color and the adjustable lighting are unable to reduce glare, a non-glare screen should be fitted on the computer monitors/microfiche viewers.

**3. KEYBOARDS AND COMPUTER MONITORS AND MICROFICHE VIEWERS**

- a. The keyboard should be adjustable and conform to current ergonomic guidelines to the extent feasible.
- b. The monitor should be adjustable, fit the operator's plane of vision and provide a high contrast ratio,

- c. Research on radio frequency and other types of radiation has not yet yielded final conclusions. As research results become available, these guidelines will be modified to reflect these findings, and to ensure the protection and health of all employees.

When older versions of cathode ray tube (CRT) monitors are used for employees with conditions that may be affected by the use of CRTs, Management should consider the reassignment of the employee to other duties while the condition exists.

#### 4. **PRINTER**

- a. Dot matrix and impact printers should be located in a separate room, if practical. Otherwise, a noise shield or cover should be fitted on the printer to reduce the noise level.

#### 5. **CHAIR AND DESK**

- a. The chair should be adjustable for seat pan height, backrest height, and backrest angle. The chair should be adjustable by the employee with the chair in an upright position and without the use of tools. The chair backrest should be constructed to provide lumbar support. The chair base should have five (5) prongs and should have casters appropriate for the flooring. The chair should have armrests to be used at the employee's option. Chair seat, armrests and backrest should be made of moisture absorbing material.
- b. The computer work surface (i.e., computer table, desk or table) should be adjustable for height.
- c. The desk/table surface should be large enough to provide an adequate work surface, including space for a document holder. The underside of the desk should be free of sharp protrusions, and the leg space should be free of obstructions. The desk should have a matte surface to inhibit glare.

- d. The document holder should be adjustable for height, distance and angle.
- e. Footrests should be available to be used at an employee's option.

6. **MAINTENANCE**

- a. When an employee observes any problems with computer equipment, they may request an assessment of the need for repair of said equipment.
- b. All maintenance records must be accessible to the Union upon written request, in accordance with the California Public Records Act and the Los Angeles County Employee Relations Ordinance.
- c. Grievances resulting from disputes of these guidelines shall be subject to the provision of the Safety and Health Article of the appropriate Memorandum of Understanding.

## **EMPLOYEE RIGHTS AND RESPONSIBILITIES UNDER THE FAMILY AND MEDICAL LEAVE ACT**

### **Basic Leave Entitlement**

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

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

### **Military Family Leave Entitlements**

Eligible employees whose spouse, son, daughter or parent is on covered active duty or call to covered active duty status may use their 12-week leave entitlement to address certain qualifying exigencies. Qualifying exigencies may include attending certain military events, arranging for alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, and attending post-deployment reintegration briefings.

FMLA also includes a special leave entitlement that permits eligible employees to take up to 26 weeks of leave to care for a covered service member during a single 12-month period. A covered servicemember is: (1) a current member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness\*; or (2) a veteran who was discharged or released under conditions other than dishonorable at any time during the five-year period prior to the first date the eligible employee takes FMLA leave to care for the covered veteran, and who is undergoing medical treatment, recuperation, or therapy for a serious injury or illness.\*

a regimen of continuing treatment, or incapacity due to pregnancy, or incapacity due to a chronic condition. Other conditions may meet the definition of continuing treatment.

### **Use of Leave**

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

### **Substitution of Paid Leave for Unpaid Leave**

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

### **Employee Responsibilities**

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

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

## APPENDIX C

### EMPLOYEE RIGHTS AND RESPONSIBILITIES UNDER THE FAMILY AND MEDICAL LEAVE ACT

**\*The FMLA definitions of "serious injury or illness" for current servicemembers and veterans are distinct from the FMLA definition of "serious health condition".**

**Benefits and Protections**

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

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

**Eligibility Requirements**

Employees are eligible if they have worked for a covered employer for at least 12 months, have 1,250 hours of service in the previous 12 months\*, and if at least 50 employees are employed by the employer within 75 miles.

**\*Special hours of service eligibility requirements apply to airline flight crew employees.**

**Definition of Serious Health Condition**

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

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

**Employer Responsibilities**

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

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

**Unlawful Acts by Employers**

FMLA makes it unlawful for any employer to:

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

**Enforcement**

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

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

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



For additional information:

1-866-4US-WAGE (1-866-487-9243) TTY: 1-877-889-5627

[WWW.WAGEHOUR.DOL.GOV](http://WWW.WAGEHOUR.DOL.GOV)

U.S. Department of Labor | Wage and Hour Division



WHD Publication 1420 - Revised February 2013

**"NOTICE A"****YOUR RIGHTS AND OBLIGATIONS AS A PREGNANT EMPLOYEE**

If you are pregnant, have a related medical condition, or are recovering from childbirth, **PLEASE READ THIS NOTICE.**

- California law protects employees against discrimination or harassment because of an employee's pregnancy, childbirth or any related medical condition (referred to below as "because of pregnancy"). California law also prohibits employers from denying or interfering with an employee's pregnancy-related employment rights.
  
- Your employer has an obligation to:
  - reasonably accommodate your medical needs related to pregnancy, childbirth or related conditions (such as temporarily modifying your work duties, providing you with a stool or chair, or allowing more frequent breaks);
  - transfer you to a less strenuous or hazardous position (where one is available) or duties if medically needed because of your pregnancy; and
  - provide you with pregnancy disability leave (PDL) of up to four months (the working days you normally would work in one-third of a year or 17½ weeks) and return you to your same job when you are no longer disabled by your pregnancy or, in certain instances, to a comparable job. Taking PDL, however, does not protect you from nonleave related employment actions, such as a layoff.
  - provide a reasonable amount of break time and use of a room or other location in close proximity to the employee's work area to express breast milk in private as set forth in Labor Code section 1030, et seq.
  
- For pregnancy disability leave:
  - PDL is not for an automatic period of time, but for the period of time that you are disabled by pregnancy. Your health care provider determines how much time you will need.
  - Once your employer has been informed that you need to take PDL, your employer must guarantee in writing that you can return to work in your same position if you request a written guarantee. Your employer may require you to submit written medical certification from your health care provider substantiating the need for your leave.
  - PDL may include, but is not limited to, additional or more frequent breaks, time for prenatal or postnatal medical appointments, doctor-ordered bed rest, "severe morning sickness," gestational diabetes, pregnancy-induced hypertension, preeclampsia, recovery from childbirth or loss or end of pregnancy, and/or post-partum depression.

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 YOUR RIGHTS AND OBLIGATIONS AS A PREGNANT EMPLOYEE  
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- o PDL does not need to be taken all at once but can be taken on an as-needed basis as required by your health care provider, including intermittent leave or a reduced work schedule, all of which counts against your four month entitlement to leave.
- o Your leave will be paid or unpaid depending on your employer's policy for other medical leaves. You may also be eligible for state disability insurance or Paid Family Leave (PFL), administered by the California Employment Development Department.
- o At your discretion, you can use any vacation or other paid time off during your PDL.
- o Your employer may require or you may choose to use any available sick leave during your PDL.
- o Your employer is required to continue your group health coverage during your PDL at the level and under the conditions that coverage would have been provided if you had continued in employment continuously for the duration of your leave.
- o Taking PDL may impact certain of your benefits and your seniority date; please contact your employer for details.

Notice obligations as an Employee:

- Give your employer reasonable notice: To receive reasonable accommodation, obtain a transfer, or take PDL, you must give your employer sufficient notice for your employer to make appropriate plans – 30 days advance notice if the need for the reasonable accommodation, transfer or PDL is foreseeable, otherwise as soon as practicable if the need is an emergency or unforeseeable.
- Provide a Written Medical Certification from Your Health Care Provider. Except in a medical emergency where there is no time to obtain it, your employer may require you to supply a written medical certification from your health care provider of the medical need for your reasonable accommodation, transfer or PDL. If the need is an emergency or unforeseeable, you must provide this certification within the time frame your employer requests, unless it is not practicable for you to do so under the circumstances despite your diligent, good faith efforts. Your employer must provide at least 15 calendar days for you to submit the certification. See your employer for a copy of a medical certification form to give to your health care provider to complete.
- PLEASE NOTE that if you fail to give your employer reasonable advance notice or, if your employer requires it, written medical certification of your medical need, your employer may be justified in delaying your reasonable accommodation, transfer, or PDL.

This notice is a summary of your rights and obligations under the Fair Employment and Housing Act (FEHA). For more information about your rights and obligations as a pregnant employee, contact your employer, visit the Department of Fair Employment and Housing's Web site at [www.dfeh.ca.gov](http://www.dfeh.ca.gov), or contact the Department at (800) 884-1684. The text of the FEHA and the regulations interpreting it are available on the Department's Web site.

###



### "NOTICE B"

#### FAMILY CARE AND MEDICAL LEAVE AND PREGNANCY DISABILITY LEAVE

- Under the California Family Rights Act of 1993 (CFRA), if you have more than 12 months of service with your employer and have worked at least 1,250 hours in the 12-month period before the date you want to begin your leave, you may have a right to an unpaid family care or medical leave (CFRA leave). This leave may be up to 12 workweeks in a 12-month period for the birth, adoption, or foster care placement of your child or for your own serious health condition or that of your child, parent or spouse.
- Even if you are not eligible for CFRA leave, if disabled by pregnancy, childbirth or related medical conditions, you are entitled to take pregnancy disability leave (PDL) of up to four months, or the working days in one-third of a year or 17½ weeks, depending on your period(s) of actual disability. Time off needed for prenatal or postnatal care; doctor-ordered bed rest; gestational diabetes; pregnancy-induced hypertension; preeclampsia; childbirth; postpartum depression; loss or end of pregnancy; or recovery from childbirth or loss or end of pregnancy would all be covered by your PDL.
- Your employer also has an obligation to reasonably accommodate your medical needs (such as allowing more frequent breaks) and to transfer you to a less strenuous or hazardous position if it is medically advisable because of your pregnancy.
- If you are CFRA-eligible, you have certain rights to take BOTH PDL and a separate CFRA leave for reason of the birth of your child. Both leaves guarantee reinstatement to the same or a comparable position at the end of the leave, subject to any defense allowed under the law. If possible, you must provide at least 30 days advance notice for foreseeable events (such as the expected birth of a child or a planned medical treatment for yourself or a family member). For events that are unforeseeable, you must to notify your employer, at least verbally, as soon as you learn of the need for the leave.
- Failure to comply with these notice rules is grounds for, and may result in, deferral of the requested leave until you comply with this notice policy.
- Your employer may require medical certification from your health care provider before allowing you a leave for:
  - your pregnancy;
  - your own serious health condition; or
  - to care for your child, parent, or spouse who has a serious health condition.

## NOTICE B

## FAMILY CARE AND MEDICAL LEAVE AND PREGNANCY DISABILITY LEAVE

Page 2

- See your employer for a copy of a medical certification form to give to your health care provider to complete.
- When medically necessary, leave may be taken on an intermittent or a reduced work schedule. If you are taking a leave for the birth, adoption or foster care placement of a child, the basic minimum duration of the leave is two weeks and you must conclude the leave within one year of the birth or placement for adoption or foster care.
- Taking a family care or pregnancy disability leave may impact certain of your benefits and your seniority date. Contact your employer for more information regarding your eligibility for a leave and/or the impact of the leave on your seniority and benefits.

This notice is a summary of your rights and obligations under the Fair Employment and Housing Act (FEHA). The FEHA prohibits employers from denying, interfering with, or restraining your exercise of these rights. For more information about your rights and obligations, contact your employer, visit the Department of Fair Employment and Housing's Web site at [www.dfeh.ca.gov](http://www.dfeh.ca.gov), or contact the Department at (800) 884-1684. The text of the FEHA and the regulations interpreting it are available on the Department's Web site.


###

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

SEIU, LOCAL 721, CTW, CLC  
AUTHORIZED REPRESENTATIVE

COUNTY OF LOS ANGELES  
AUTHORIZED MANAGEMENT  
REPRESENTATIVE

By  \_\_\_\_\_  
BOB SCHOONOVER  
President


By  \_\_\_\_\_  
SACHI A. HAMAI  
Chief Executive Officer

TO BE JOINTLY SUBMITTED TO COUNTY'S BOARD OF SUPERVISORS

SIGNATURE PAGE (Continued)

SEIU, LOCAL 721, CTW, CLC


COUNTY OF LOS ANGELES  
AUTHORIZED MANAGEMENT  
REPRESENTATIVE

By  \_\_\_\_\_

By \_\_\_\_\_

By  \_\_\_\_\_

By \_\_\_\_\_

By  \_\_\_\_\_

By \_\_\_\_\_

By  \_\_\_\_\_

By \_\_\_\_\_

By \_\_\_\_\_

By \_\_\_\_\_

TO BE JOINTLY SUBMITTED TO COUNTY'S BOARD OF SUPERVISORS



SACHI A. HAMAI  
Chief Executive Officer

## County of Los Angeles CHIEF EXECUTIVE OFFICE

Kenneth Hahn Hall of Administration  
500 West Temple Street, Room 713, Los Angeles, California 90012  
(213) 974-1101  
<http://ceo.lacounty.gov>

January 26, 2016

Bob Schoonover, President  
SEIU Local 721  
1945 Wilshire Boulevard, Suite 100  
Los Angeles, CA 90017

Dear Mr. Schoonover:

Environmental pollution, including air, land and water pollution, along with lack of access to affordable housing and health care have created public health crises that impact Los Angeles County residents and workers. Recognizing that such issues are of mutual concern to the County and SEIU Local 721, the Chief Executive Office is committed to support SEIU Local 721 with regard to such community health issues, including air, land and water pollution, access to healthy and affordable food, adequate access to parks and recreational facilities, violence, safe and affordable housing, and lack of positive opportunities for youth.

The Chief Executive Office, to the extent possible, will advocate its support of initiatives proposed by SEIU Local 721 to address these issues of mutual concern before the Board of Supervisors. Initiatives having a direct impact on the health of Los Angeles County residents and its workers shall be prioritized along with lowering health care costs.

We look forward to working in partnership with SEIU Local 721 on these important matters.

Sincerely,

A handwritten signature in black ink, appearing to read "Sachi A. Hamai".

Sachi A. Hamai  
Chief Executive Officer

SAH:RM  
RW:mj

County Side Letter on Environment

*"To Enrich Lives Through Effective And Caring Service"*

**Please Conserve Paper – This Document and Copies are Two-Sided  
Intra-County Correspondence Sent Electronically Only**

Board of Supervisors  
HILDA L. SOLIS  
First District

MARK RIDLEY-THOMAS  
Second District

SHEILA KUEHL  
Third District

DON KNABE  
Fourth District

MICHAEL D. ANTONOVICH  
Fifth District



SACHI A. HAMAI  
Chief Executive Officer

## County of Los Angeles CHIEF EXECUTIVE OFFICE

Kenneth Hahn Hall of Administration  
500 West Temple Street, Room 713, Los Angeles, California 90012  
(213) 974-1101  
<http://ceo.lacounty.gov>

January 26, 2016

Bob Schoonover, President  
SEIU Local 721  
1945 Wilshire Boulevard, Suite 100  
Los Angeles, CA 90017

Dear Mr. Schoonover:

Recognizing that the issue of revenue enhancement is of mutual concern to the County and SEIU Local 721, the Chief Executive Office is committed to support SEIU Local 721 with regard to mutually agreeable opportunities to enhance the County's financial condition, including working with the Office of the Assessor. The Chief Executive Office, to the extent possible, will advocate its support of initiatives proposed by SEIU Local 721 to address revenue enhancement issues of mutual concern before the Board of Supervisors.

We look forward to working in partnership with SEIU Local 721 on these important matters.

Sincerely,

Sachi A. Hamai  
Chief Executive Officer

SAH:RM  
RW:mj

Revenue Enhancement

Board of Supervisors

HILDA L. SOLIS  
First District

MARK RIDLEY-THOMAS  
Second District

SHEILA KUEHL  
Third District

DON KNABE  
Fourth District

MICHAEL D. ANTONOVICH  
Fifth District

*"To Enrich Lives Through Effective And Caring Service"*

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MEMORANDUM OF UNDERSTANDING  
FOR SUBMISSION  
TO BOARD OF SUPERVISORS  
REGARDING  
FRINGE BENEFITS

THIS MEMORANDUM OF UNDERSTANDING, made and entered into this  
8th day of December, 2015,

BY AND BETWEEN

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

AND

SEIU, Local 721, CTW, CLC, (hereinafter  
referred to as "Union").

FB 721 RW

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## ARTICLE 1      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 SEIU, Local 721, and all other rights in the Employee Relations Ordinance and Government Code, Section 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, disability, or other factors not directly related to the successful performance of the job.

## ARTICLE 2      IMPLEMENTATION

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

1. Acts, by majority vote, formally to approve said Memorandum of Understanding;
2. Enacts necessary resolutions and amendments to County ordinances required to implement the full provisions of this Memorandum of Understanding;
3. 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.

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

ARTICLE 3      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 2, Implementation, are fully met; but in no event shall said Memorandum of Understanding become effective prior to 12:01 A.M. on October 1, 2015. This Memorandum of Understanding shall expire and otherwise be fully terminated at 12:00 midnight on September 30, 2018.

ARTICLE 4      RENEGOTIATION

In the event either party hereto desires to negotiate a successor Memorandum of Understanding, such party shall serve upon the other during the period from May 15, 2018 through May 31, 2018, its written request to commence negotiations.

Upon receipt of proposals, negotiations shall begin no later than June 15, 2018.

ARTICLE 5      RETIREMENT

Section 1.

The parties agree to recommend jointly to the County's Board of Supervisors that pursuant to Section 31581.1 of the California Government Code, said Board adopt a resolution that, effective July 1, 2014, and for the term of this agreement only, provides that the County shall pay to the Retirement Fund the amount necessary which, based on actuarial determination, is sufficient to fund the difference between:

- a. The employee contributions that would be paid to said Retirement Fund during the term of this agreement if the employee contribution rates set forth in the Fringe Benefit MOU costs based

on June 30, 2013, Actuarial Valuation dated February 28, 2014, by Milliman USA, were implemented, and

- b. The employee contributions that would be paid to said Retirement Fund during the term of this agreement if the employee contribution rates set forth in Section 2 of this Article were implemented in lieu of the contribution rates set forth in said Fringe Benefit MOU costs based on June 30, 2013 Actuarial Valuation.

Section 2.

The parties agree that, contingent upon action by the Board of Supervisors to adopt a resolution to implement the provisions of Section 1 of this Article, the negotiated employee contribution rates for the term of this agreement for employees who entered the Los Angeles County Employees Retirement Association prior to October 1, 1978, shall be as follows; provided, however, such contribution rates shall not apply to employees who are covered by the optional non-contributory plan (hereinafter referred to as Plan E) made operative for General Members of said Retirement Association on and after January 4, 1982.

- 1. The negotiated employee contribution rates listed below shall apply to the retirement plan for employees who became General Members of the Los Angeles County Employees Retirement Association on or before August 31, 1977, (hereinafter referred to as Plan A for General Members):

PLAN A FOR GENERAL MEMBERS  
Negotiated Employee Contribution Rates  
Effective July 1, 2014

<u>NEAREST YEAR OF AGE AT</u> <u>MEMBERSHIP</u>	<u>EMPLOYEE</u> <u>CONTRIBUTION</u> <u>RATE</u>
16	4.13%
17	4.19%
18	4.22%
19	4.28%
20	4.33%

21	4.37%
22	4.43%
23	4.49%
24	4.57%
25	4.59%
26	4.69%
27	4.77%
28	4.89%
29	4.97%
30	5.08%
31	5.25%
32	5.35%
33	5.52%
34	5.65%
35	5.86%
36	6.05%
37	6.23%
38	6.44%
39	6.63%
40	6.83%
41	7.03%
42	7.24%
43	7.47%
44	7.64%
45	7.86%
46	8.08%
47	8.26%
48	8.48%
49	8.61%
50	8.70%
51	8.74%
52 and above	8.75%

2. The negotiated employee contribution rates listed below shall apply to the retirement plan for employees who became General Members of the Los Angeles County Employees Retirement Association between September 1, 1977, and September 30, 1978, (hereinafter referred to as Plan B for General Members):

PLAN B FOR GENERAL MEMBERS  
Negotiated Employee Contribution Rates  
Effective July 1, 2014

<u>NEAREST YEAR OF AGE AT MEMBERSHIP</u>	<u>EMPLOYEE CONTRIBUTION RATE</u>
16	5.79%
17	5.92%
18	6.06%
19	6.19%
20	6.33%
21	6.48%
22	6.62%
23	6.77%
24	6.92%
25	7.08%
26	7.23%
27	7.40%
28	7.56%
29	7.73%
30	7.90%
31	8.07%
32	8.26%
33	8.44%
34	8.64%
35	8.84%
36	9.04%
37	9.24%
38	9.45%
39	9.66%
40	9.87%
41	10.08%
42	10.29%
43	10.48%
44	10.68%
45	10.88%
46	11.06%
47	11.23%
48	11.40%
49	11.55%
50	11.66%
51	11.74%
52 and above	11.75%

Section 3.

The parties further agree that, for the term of this agreement, the employee contribution rates listed below shall apply to the retirement plan for employees who became General Members of the Los Angeles County Employees Retirement Association between October 1, 1978, and May 31, 1979 (hereinafter referred to as Plan C for General Members), and, to the retirement plan for employees who became General Members of said Retirement Association between June 1, 1979 and December 31, 2012 (hereinafter referred to as Plan D for General Members) or who are otherwise eligible to redeposit into Plan D or entitled to reciprocal membership in Plan D pursuant to reciprocity provisions of said Retirement Association; provided, however, such contribution rates shall not apply to employees who are covered by Plan E.

PLAN C FOR GENERAL MEMBERS  
Negotiated Employee Contribution Rates  
Effective July 1, 2014

NEAREST YEAR OF AGE AT <u>MEMBERSHIP</u>	EMPLOYEE CONTRIBUTION <u>RATE</u>
16	4.93%
17	5.05%
18	5.16%
19	5.27%
20	5.39%
21	5.52%
22	5.64%
23	5.77%
24	5.90%
25	6.03%
26	6.17%
27	6.30%
28	6.44%
29	6.59%
30	6.74%
31	6.89%
32	7.04%
33	7.20%
34	7.36%
35	7.52%
36	7.69%

37	7.86%
38	8.05%
39	8.22%
40	8.41%
41	8.61%
42	8.81%
43	9.01%
44	9.21%
45	9.39%
46	9.59%
47	9.79%
48	9.98%
49	10.16%
50	10.35%
51	10.53%
52	10.70%
53	10.86%
54	11.00%
55	11.11%
56	11.17%
57 and above	11.19%

PLAN D FOR GENERAL MEMBERS  
 Negotiated Employee Contribution Rates  
Effective July 1, 2014

<u>NEAREST YEAR OF AGE AT MEMBERSHIP</u>	<u>EMPLOYEE CONTRIBUTION RATE</u>
16	4.83%
17	4.94%
18	5.05%
19	5.15%
20	5.28%
21	5.40%
22	5.52%
23	5.64%
24	5.78%
25	5.90%
26	6.03%
27	6.17%
28	6.30%
29	6.45%
30	6.59%
31	6.74%
32	6.89%

33	7.04%
34	7.20%
35	7.36%
36	7.52%
37	7.69%
38	7.87%
39	8.04%
40	8.23%
41	8.42%
42	8.62%
43	8.81%
44	9.01%
45	9.19%
46	9.38%
47	9.58%
48	9.76%
49	9.94%
50	10.13%
51	10.30%
52	10.47%
53	10.63%
54	10.76%
55	10.87%
56	10.93%
57 and above	10.94%

Section 4.

The parties agree that General Members in Plans A, B, or C may not transfer to Plan E during the term of this agreement. Members in Plan E may transfer to Plan D, and General Members in Plan D may transfer to Plan E during the term of this agreement. Since Plan E closed to new LACERA members effective November 27, 2012, it is not available for transfer to General Members in Plan G.

Section 5.

The parties mutually agree that the retirement program shall be continued in a manner so that retirement contributions meet the conditions set forth in Section 414(h)(2) of the Internal Revenue Code as presently codified.

### Section 6.

The parties agree to meet and confer regarding the impact of any increases in employee retirement contribution rates that may occur during the term of this agreement based on any actuarial valuation required under the County Employees Retirement Law of 1937.

### Section 7.

Each newly hired employee shall become a member of Plan G, effective the first day of the month following the date of hire with the following exceptions: 1) Deferred member of LACERA prior to January 1, 2013, who returns to active membership; 2) An individual who becomes a member on or after January 1, 2013, and has established reciprocity based upon membership in a reciprocal system on or before December 31, 2012; or 3) A former member of LACERA who has re-deposited the accumulated contributions he or she withdrew prior to January 1, 2013 along with the interest those contributions would have earned. Individuals who meet one of these exceptions are entitled to become a member of Plan D or to restore to their former other contributory plan. Former vested Plan E members are entitled to become Plan E members.

For purposes of this Section 7, a “newly hired employee” shall mean an employee appointed to a position which otherwise entitles the incumbent to coverage under General Plan G.

### Section 8.

The parties further agree to meet and confer on the integration of County retirement benefits with Social Security Retirement Benefits in the event the County re-enters the Social Security system. The scope of such meet and confer process shall be limited to retirement benefits provided under Plans A, B, C, D, and G for General Members and Plans A, B and C for Safety Members to the extent such plans cover employees who are represented by SEIU, Local 721, and are impacted by said re-entry into Social Security.

Section 9.

The parties agree that for the term of this agreement a portion of the County contribution to the Options Plan that may be taken as cash if the employee waives health insurance coverage equal to \$244.00 is considered as earnings for retirement purposes for each employee for whom a contribution is made, whether the employee elects to take cash or not. This section shall not apply to persons hired on or after January 1, 1996. For such employees, no portion of the County contribution to the Options Plan will be considered as earnings for retirement purposes.

Section 10.

Following completion of 2000–2003 fringe benefit negotiations and the parties' joint sponsorship of legislation (AB 399), the Board approved and the County implemented the following changes to the retirement plans:

- A. Provided a prospective COLA for Plan E of up to 2% per year based on Consumer Price Index movement for all urban consumers for the Los Angeles / Riverside / Orange County area (1982-1984 bases). Plan E members may purchase the 2% COLA for past service at rates to be determined by LACERA, provided such rates cover the full cost of the COLA for past service.
- B. For Plan E members who retire prior to age 65, reduced to age 62 the age at which the member is:
  - (1) no longer presumed to be working in Social Security covered employment following his or her retirement from the County; and
  - (2) permitted to provide evidence of the member's Social Security primary insurance amount in lieu of the estimated primary insurance amount that would otherwise be applied in the calculation of the member's Plan E benefit. This provision only applies to Plan E members who earned Social Security credits through County employment.

- C. Indexed the pre-disability final compensation figure for a Plan E participant on Long Term Disability by the Consumer Price Index movement for the Los Angeles / Riverside / Orange County area (1982-1984 base), not to exceed 2% per year. This provision shall apply only to Long Term Disabilities occurring on or after July 1, 2001.
- D. Established Plan E early retirement factors at the current levels, regardless of future actuarial valuations.
- E. Increased survivor benefits for Plans A, B, C, and D from 60% to 65% and for Plan E from 50% to 55% for all pre-retirement and post-retirement survivor benefits. Service connected survivor benefits payable at 100% are not affected. Persons already retired and persons already receiving survivor benefits will not receive the increase.
- F. Allowed prospective transfers from Plan E to Plan D (without a service buy back requirement) and from Plan D to Plan E (without in service cash out). Members in Plan E may also purchase all, some, or none of their time for Plan D credit. Members transferring from Plan E to Plan D must serve a two year waiting period for all disability retirements. Members who transfer from one plan to another prospectively will receive the appropriate prorated share of benefits from each plan upon retirement.
- G. Increased \$750.00 post-retirement lump sum death benefit for retirees in Plans A, B, C, and D to \$5000.00
- H. Established a \$5000.00 post-retirement lump sum death benefit for retirees in Plan E.

Effective July 1, 2001, the County amended the final compensation period for Plans B, C, and D to be the highest one year.

### Section 11.

The County will provide LACERA survivor benefits for domestic partners as permitted by State law.

Section 12.

The County will provide retiree health insurance for domestic partners and their minor children who receive survivor benefits under LACERA.

Section 13.      Joint Labor Management Retiree Health Committee

The Joint Labor Management Retiree Health Committee established during 2006-2009 Fringe Benefit Negotiations shall be permanent. The Committee will consist of five (5) representatives designated by the Union and five (5) representatives designated by management. The Committee shall establish meeting protocols and appoint a Chairperson and Vice- Chairperson from its members. The Chairperson and Vice-Chairperson positions will alternate annually between Union and Management.

The Committee will continue to develop and make joint labor-management advisory recommendations to the Chief Executive Officer to mitigate and control the cost of future retiree health insurance. The Joint Labor Management Retiree Health Committee has recommended and supports the establishment of a Trust and Investment Services Agreement to mitigate the cost of retiree health insurance.

The Committee will be provided with pertinent documentation/information from the County relating to the establishment of the Trust and Investment Services Agreement. The CEO shall review the Committee's recommendations and prepare an analysis and report to the Board of Supervisors for review and consideration.

Local 721 reserves its right to negotiate any Retiree Health recommendation that affects wages, hours, and other terms and conditions of employment.

The County will negotiate with SEIU Local 721 regarding:

- Amendment of the Trust and Investment Services Agreement
- Appointment of a Successor Trustee
- Termination of the Trust,
- Removal of the Trustee (LACERA)

The County will provide the Joint Labor Management Retiree Health Committee with information relating to the operation and funding of the OPEB Trust.

The Trust and Investment Services Agreement was adopted by the Board of Supervisors on May 15, 2012, and was adopted by the LACERA Board of Investments on June 13, 2012.

## ARTICLE 6      LONG TERM DISABILITY

### Section 1.

The parties agree to recommend jointly to the County's Board of Supervisors that said Board adopt and implement through amendment to the County Code the following modifications to the County's Long Term Disability and Survivor Benefit Plan (LTD Plan) to be effective on the effective date of the amending ordinance:

- a) Existing provisions of the LTD Plan stipulate that no benefit shall be payable for any "disability resulting from, or contributed to, by mental or nervous disorder, drug addiction, or alcoholism, except while the employee is under the care of a licensed physician." The parties agree that "care" shall mean regular care under a planned program of observation and treatment by a licensed physician as required by applicable medical standards.
- b) Existing provisions of the LTD Plan require that i) an employee who is sufficiently insured for Social Security Disability Benefits be eligible for or actually receiving such benefits as a condition of receiving LTD benefits beyond the initial 24 months of benefit payments, and ii) that LTD benefits be reduced by the amount of the Social Security Disability Benefits that an LTD disability beneficiary receives. The parties agree that an LTD disability beneficiary who receives Social Security Retirement Benefits in lieu of Social Security Disability Benefits shall not have his/her entitlement to LTD benefits impaired by reason thereof, providing the reason for the individual's entitlement to Social Security Retirement Benefits is due solely to age and not the fact that

the individual is not disabled within the meaning of the Social Security Act. The parties further agree that, in such case, the individual's LTD benefit shall be reduced by the amount of the Social Security Retirement Benefit as if it were a Social Security Disability Benefit, provided, however, that no such reduction shall apply to any LTD disability beneficiary who was receiving LTD benefits prior to the effective date of the ordinance implementing the provisions of this Article.

- c) LTD benefits shall not be payable in any case where an employee has been absent from work for six months or more prior to the commencement of total disability, provided, however, that this exclusion shall not apply to any employee whose absence is due to an approved, non-medical leave.
- d) After sending written notice by certified mail, should the surviving spouse fail to cooperate with the County for a period of 90 days, the survivor benefit payable under the LTD Plan shall be payable to the surviving children of the deceased employee or deceased disability beneficiary who otherwise meets all eligibility requirements. In the event that the survivor benefit is paid to the surviving children, duplicate payment for the same eligibility period shall not subsequently be payable to a surviving spouse.
- e) It is agreed that LTD benefits available to Plan E members are the same as those available to members of Plans A through D.
- f) Extend LTD Survivor Benefits to domestic partners. "Domestic Partner", for purposes of this Article, shall parallel the definition used by LACERA.

## Section 2.

The parties agree to recommend that the Board of Supervisors amend the LTD plan to:

- A. provide a maximum 2% COLA for LTD disability cases commencing on or after January 1, 2001. The COLA would be based on the Consumer

Price Index for all urban consumers for the Los Angeles/Riverside/Orange County area (1982-1984 base) for each calendar year, not to exceed 2% per year, commencing the first month following two years of LTD benefit payments.

- B. increase the survivor continuance benefit under the LTD plan to 55%, effective July 1, 2001.

### Section 3.

The LTD Health Insurance Program provides guaranteed access to County-sponsored or County-approved group health insurance for individuals currently enrolled in a health insurance plan and receiving LTD benefits. Effective January 1, 2008 all eligible LTD participants, otherwise eligible to receive LTD benefits, will receive health insurance protection at no cost to the participant. Under this health insurance protection program, the employee would pay 25% of the monthly medical plan premium while receiving LTD benefits, and the County would pay the remaining 75% from a LTD Health Trust Fund. No person shall be excluded from participating in a County-sponsored or County-approved group health insurance plan solely by virtue of being an LTD Health Plan beneficiary.

Beginning January 1, 2008, employees can elect to "buy-up" 100% LTD Health Insurance subsidy at a cost to the employee to be determined each year by the County. The monthly premium will raise sufficient revenue to fund the program as determined by the County of Los Angeles. Under this optional coverage, the County would pay 100% of the monthly medical plan premium while the employee is receiving LTD benefits.

After two years, LTD recipients who are participants in a contributory retirement plan (i.e. Retirement Plan A, B, C, D or G) must apply for disability retirement benefits with LACERA. Failure to make such application will result in the cessation of LTD benefits. In the event the employee becomes eligible to receive retiree health insurance coverage with LACERA, LTD Health Benefits will cease. The new program would apply only to new disabilities incurred on or after January 1, 2008 and would not apply to employees currently disabled or in the qualifying six month waiting period. Coverage

would become effective for those employees after returning to work for a period of six months or more.

The County will ask each health insurance carrier to “experience rate” the LTD group covered in their plans and any increase in premium costs associated with these individuals would be financed from the LTD Health Trust fund.

Employees who do not elect the 100% Optional Coverage would be barred from enrolling in it for two years following that decision. Beginning on January 1, 2005, LTD Health Insurance will be extended to the survivor (including a domestic partner) of an employee who is participating in the LTD health insurance protection program provided that the survivor was listed as an eligible dependent on record prior to the onset of disability.

The definition of “domestic partner” for this purpose will parallel the definition used by LACERA.

ARTICLE 7      INJURY LEAVE

The parties agree that the benefits for persons injured in the course of employment who are not covered by Section 4850 of the Labor Code shall be those set forth in Section 6.20.070 of the County Code and that such benefits shall provide for the following:

- A. The sum of benefits prescribed by the Worker’s Compensation Laws of the State of California plus benefits provided by said Section 6.20.070 and earnings from other employment shall equal 70% of an employee’s base salary for a period not to exceed one year from the date of injury or the length of his/her continuous service prior to the date of injury, whichever is less. In no event, however, shall an employee receive less than the benefits required under the law.
- B. If an employee charges an absence due to work-related injury to full-pay sick leave, vacation, accumulated overtime, or accumulated holiday time pending a determination as to the compensability of said injury, he/she shall, in the event said injury is determined to be compensable, be entitled to have 70% of such benefits restored. The

remaining 30%, having been used to provide a higher benefit than is authorized for injury leave, shall not be restored. For purposes of this Section, restorable time shall be calculated to the nearest 15-minute increment.

- C. From the time an injury is determined to be compensable until either one year from the date of injury, or the length of the employee's continuous service prior to the date of injury, whichever is less, an employee may not use any other leave benefits to supplement benefits described in this Article.
- D. Nothing herein shall prevent an employee from using leave benefits to supplement Workers' Compensation benefits available after one year from the date of injury, or the length of his/her continuous service prior to the date of injury, whichever is less.
- E. The County and Local 721 shall form a Labor-Management Committee to meet and consult pursuant to County Code Section 5.04.090(A) on health and medical issues that include but are not limited to workers' compensation, temporary and long-term disability, accommodation of employees with disabling health conditions, and mechanisms to ensure compliance with County policies on health and medical issues. The Committee shall consist of no more than five members of Local 721 and five members of Management. The intent of the Committee is to meet quarterly or more often if the parties mutually agree.

ARTICLE 8      OPTIONS — CAFETERIA BENEFIT PLAN AND HEALTH, DENTAL AND LIFE INSURANCE

Section 1.      Cafeteria Benefit Plan — Options

The parties agree to recommend jointly to the County's Board of Supervisors for adoption and implementation by amendment to the County Code that a cafeteria benefit plan (hereinafter called Plan or Options), pursuant to Section 125 of the IRS Code be implemented for employees covered by the MOU for the period January 1, 2016 through December 31, 2018. The Plan will operate on a Plan year basis as required by Section 125 of the IRS

Code. It is the intent of the parties that this plan year will consist of twelve (12) months, January 1 through December 31 of each year. Each election period shall be an open enrollment, unless otherwise indicated.

Section 2. Benefits Administration Committee

- A. The Labor and Management Committee known as the Local 721 Benefits Administration Committee (BAC or Committee) will jointly administer the benefits provided to employees covered by this MOU through the Plan. The Committee shall use the Joint Labor-Management Health Insurance Cost Containment Strategic Action Plan (Cost Mitigation, Goals and Objectives) in Appendix A as a guideline in the development and design of benefit plans.
- B. The Committee shall be comprised of five (5) representatives designated by Local 721 and five (5) representatives designated by Management. The Committee shall have the authority, subject to CEO and Board of Supervisors approval when required, to:
  - 1. Develop its own internal procedures, including the scheduling of meetings and reports of contacts with insurance carriers.
  - 2. Negotiate with carriers of County-sponsored insurance plans regarding premium rates and benefit plan design for all benefits provided to employees under the Plan.
  - 3. Review utilization and claims experience of all County-sponsored insurance and benefits plans within the Plan, which may require access to all relevant reports, and face-to-face discussions with both providers and the appropriate agencies. This does not preclude the Committee from requesting similar information for other plans.
  - 4. Engage its own consultant. If it does, the cost of such consultant shall be negotiated by the County and Local 721.
  - 5. Recommend to the CEO which County-sponsored benefit options, (including but not limited to voluntary plans such as life, vision,

group legal, educational assistance), and plan carriers will be offered through the Plan.

Members may use their individual resources to analyze, research, and develop recommendations to the Committee regarding new benefit plan options.

The parties agree that during the term of this agreement, the parties will discuss ways to mitigate premium increases for subsequent plan years.

### Section 3. Employees Eligible For Options

- A. Employees eligible for Options will include all full-time permanent employees who are:
1. Represented by Local 721;
  2. Employees in bargaining units covered by Local 721's Fringe Benefits Memorandum of Understanding;
  3. Non-represented employees who are ineligible to participate in the County's Flexible or Mega Flex Benefit Plan for non-represented employees and who are ineligible to participate in the Choices Plan for represented employees.
- B. For purposes of this Plan, "full-time permanent employee" means any employee appointed to an "A," "D," "M," "N" or "Z" item, as defined in Title 6 of the County Code. An eligible employee shall become a "Participant" in the Plan upon meeting all of the requirements for participation set forth above.

### Section 4. How The Plan Works

It is the purpose of the Plan to allow Participants to choose among the various benefits contained within the Plan in a manner that best meets their personal needs, and, further, to choose, to the maximum extent permitted by applicable law, between taxable and nontaxable compensation. The benefit options available for the Plan Years 2016, 2017 and 2018 and various rules relating to those options, are set forth below:

A. Health Insurance:

Participants may purchase a County-sponsored health insurance plan.

Enrollment Rules:

1. The County-sponsored health insurance plans will be fully open to all Participants, and their dependents, subject to evidence of eligibility as required by the County. The premiums in effect on January 1 of each Plan Year for the County-sponsored health insurance plans will remain unchanged for the duration of that Plan Year unless mid-year premium increases are required due to imposition of State or Federal taxes.
2. Every participant in the Options Plan must be enrolled in a County-sponsored plan or certify that he/she has other health insurance coverage through another employer, retirement plan or Medicare to receive the waiver contribution. Such certification must state the name of the other insurance plan, name of the employer or retirement plan and the name, the Social Security Number and medical record number of the subscriber.

Beginning in January 2015, participants may decline coverage to enroll in an individual health insurance plan (including enrolling in health insurance coverage through a health care exchange). However, there will be no waiver contribution for participants who choose to decline coverage and enroll in an individual plan.

Effective January 1, 2011, in the event that a participant defaults on providing the required health insurance certification coverage information, he/she shall be defaulted into the lowest cost HMO plan.

B. Dental Insurance:

Plan Participants may purchase a County-sponsored dental plan.

Enrollment Rules:

All dental plans will be fully open to all Participants. As with health insurance, every Participant must be enrolled in a dental plan or certify that he/she has other dental coverage. Such certification shall require the name of the other dental plan, the name of the subscriber and the Social Security number of the subscriber. The premiums in effect on January 1 of each Plan Year for the dental plans will remain unchanged for the duration of each Plan Year, unless mid-year adjustments are required due to imposition of State or Federal taxes.

C. Life Insurance:

All Plan Participants will automatically receive \$2,000 of term life insurance coverage if they are members of Retirement Plan A, B, C, D, or G and \$10,000 of term life insurance coverage if they are members of Retirement Plan E. This coverage is fully paid by the County outside of the Plan.

The effective date of this change is January 1, 2005. Employees in Retirement Plan E may purchase up to \$40,000 of this coverage on a pre-tax basis through the Plan.

Employees in Retirement Plans A, B, C, D or G may purchase up to \$48,000 of coverage on a pre-tax basis through the Plan. Coverage in excess of \$40,000 or \$48,000, whichever is applicable, must be purchased on an after-tax basis outside the Plan.

Subject to the limitations set forth above, participants may purchase optional County-sponsored term life insurance in amounts up to eight (8) times their annual salary. The County will subsidize the three year rate guarantee for optional term life quoted by the insurer at a 15% subsidized rate for the term of this agreement.

Employees may elect to purchase optional life insurance in increments of \$5,000 to a maximum of \$20,000 for their spouse or domestic partner. The effective date of this option is January 1, 2005. Additional

coverage of lesser amounts is available for dependents and domestic partners.

D. Accidental Death and Dismemberment (AD&D) Insurance:

Participants may purchase County-sponsored AD&D insurance in specified amounts from \$10,000 to \$250,000, but not more than ten (10) times their annual salary. Additional coverage in lesser amounts is available for dependents.

Enrollment Rules:

Participants may increase or decrease coverage, or continue existing coverage. No evidence of insurability is required.

E. Health Care Spending Account:

Each Participant may allocate from \$10.00 to \$200.00 per month to a Health Care Spending Account. Limits in subsequent Plan Years shall be recommended by the Committee. Money allocated to a Health Care Spending Account may be expended on behalf of a Participant, or of his/her dependents, for "medical expenses," as defined in the Internal Revenue Code, incurred during the current Plan Year. Payments for such expenditures will be made directly to the Participants pursuant to claims procedures established by the Committee. Such procedures will provide that claims must be submitted no later than six (6) months after the close of the Plan Year in which the medical expenses were incurred.

Effective with Plan Year 2014, up to \$500.00 of unused Health Care Spending Account funds from the prior Plan Year will be carried over to the next Plan Year.

F. Dependent Care Spending Account:

- 1) Each participant may allocate from \$10.00 to \$400.00 per month to a Dependent Care Spending Account. Increases or decreases in the limits will be recommended by the Committee. Money

allocated to a Dependent Care Spending Account may be expended on “employment-related” dependent care expenses, as defined in the Internal Revenue Code. As with the Health Care Spending Account, payments for such expenditures will be made directly to the Participants pursuant to claims procedures established by the Committee. Such procedures will provide that claims must be submitted no later than six (6) months after the close of the Plan Year in which the dependent care expenses were incurred.

- 2) Effective with the Plan year beginning January 1, 2008, the County shall provide a monthly contribution to each participant’s Dependent Care Spending Account based on the employee’s annual salary as follows:

<b>Employee Gross Annual Salary</b>	<b>Employer Contribution per month</b>
Less than \$29,999	\$375
\$30,000–\$34,999	\$300
\$35,000–\$39,999	\$275
\$40,000–\$44,999	\$200
\$45,000–\$49,999	\$125
\$50,000 or more	\$ 75

The County contribution towards Dependent Care Spending Account for Local 721 members is subject to an annual limit not to exceed \$5 Million Dollars for plan years 2016, 2017 and 2018 (for a total of \$15 Million Dollars). Any remaining amount not used in the Plan Year will be returned to the County’s General Fund.

Participants in the Options Dependent Care Spending Account will be able to use their account for eligible Child Care and/or Elder Care expenses up to the maximum allowable contribution amount. Participants would be required to sign up for the Dependent Care Spending Account subject to existing administrative rules, IRS regulations, and other requirements

governing flexible spending accounts. The implementation of the County contribution towards Options Dependent Care Spending Account shall not change any of the IRS guidelines and/or claims procedures as established by the Committee and outlined in the Health Care and Dependent Care Spending Accounts booklet. The Benefits Administration Committee (BAC) Joint Labor-Management Committee will be responsible for making recommendations regarding the administration of the Dependent Care Spending Account and developing communication materials and election information. The provisions for the Options Dependent Care Spending Account will be provided during the term of this MOU agreement.

G. Election Procedures:

1. Eligible employees shall make their benefit elections pursuant to procedures established by the Chief Executive Office.
2. Newly hired and newly eligible employees shall have sixty (60) days to enroll.
3. An employee shall become a Participant effective on the first day of the month following the date on which the enrollment document is submitted. A newly hired employee who fails to act within the above time limit will be deemed ineligible to participate in the Plan until the next Plan Year. For purposes of this Plan, "hired" means appointment to a position eligible for the Plan.
4. Employees who fail to submit the required enrollment documentation during an annual open enrollment within the established time frame will be subject to the default rules set forth below:
  - a) If the defaulting employee is currently enrolled in a County-sponsored health insurance plan, he/she will become a Participant in the Plan for the subsequent Plan Year, and will be deemed to have elected to perpetuate his/her

existing benefit coverage relative to health insurance, dental insurance, optional life insurance, and AD&D insurance. The “existing coverage” for this purpose will be the coverage reflected on each Participant’s pay warrant on the 15th of the month immediately preceding the effective date of his/her election for all Plan Years. Such employee will not be entitled to receive coverage under a Health Care or Dependent Care Spending Account, and he/she will not receive any taxable cash unless the cost of his/her perpetuated nontaxable benefit coverage is less than the amount of the County contribution.

- b) If the defaulting employee is not enrolled in a County-sponsored health insurance plan, he/she will be deemed ineligible to participate in the Plan until the next Plan Year.

#### H. Maintenance of Benefits

Unless otherwise agreed to by the County and the Union, all insurance coverage sponsored by the County shall retain the levels of benefits in effect on January 1, 2016 through December 31, 2018.

Effective January 1, 2003, the parties implemented a \$5.00 mandatory office co-pay for the Kaiser and PacifiCare HMO — (high option) health plans, a \$5.00 prescription co-pay for the Kaiser plan, and a \$5.00 generic/\$10.00 brand name prescription co-pay for the PacifiCare HMO — (high option) plan.

Effective January 1, 2008, the parties implemented a \$10.00 mandatory Office/Urgent Care co-pay for the County sponsored HMO health plans, and a \$5.00 generic/\$20.00 brand name prescription co-pay for the County sponsored HMO health plans. Beginning in plan year 2008, pediatric Office/Urgent Care co-pays will be zero dollars (\$.0) for children up to age five (5).

Beginning in plan year 2009, the parties elected to waive co-pays for preventative care for the County sponsored HMO plans.

Beginning in plan year 2009, the parties implemented the following enhancements to the dental PPO:

- 1) Increased the annual plan maximum to \$1,750 across all three network tiers,
- 2) Added orthodontia coverage for adults and children with a 50% coinsurance subject to a \$1,200 lifetime maximum,
- 3) Added coverage for dental implants with 50% coinsurance subject to the annual plan maximum, and
- 4) allowed a third teeth cleaning if medically recommended.

Effective January 1, 2010, the parties increased the United HealthCare (UHC) Choice Plus PPO lifetime maximum benefit to \$5 million.

In accordance with the Affordable Care Act there is no lifetime maximum on any County sponsored health plan.

I. Miscellaneous Rules:

1. Unpaid Leave of Absence:

As stated above, an employee loses the monthly County contribution if he/she is not in a pay status at least eight (8) hours in the preceding month. In all other respects, however, an employee who goes on an unpaid leave of absence will continue to be a Participant in the Plan. If the employee pays for his/her insurance premiums while on leave, coverage(s) will continue and all deductions will resume upon the employee's return to an eligible pay status. However, if the employee allows his/her insurance coverage(s) to be canceled, when he/she returns to an eligible pay status coverage(s) will resume with a new effective date which will be the 1st of the month after the employee has been in a pay status at least eight (8) hours in the preceding month.

2. Breaks in Service:

An employee who breaks service and then re-enters during the same Plan Year will be required to complete the current Plan Year with the benefit election in place at the time of the break. If the employee returns during a different Plan Year, he/she will be treated as a new hire. An employee who breaks service and who has elected coverage under the Health Care Reimbursement or Dependent Care Reimbursement options will be deemed to be a Participant in the Plan through the end of the current Plan Year for the limited purpose of claiming any amounts set aside for said benefits prior to the break.

3. Change in Family Status:

An employee must submit his/her change in coverage or life event within ninety (90) days from the date of a qualified change in family status to be eligible for any increase in, or alternate use of, the County Contribution. No refund of premium overpayments will be made if a change in coverage or life event is not received within the ninety (90) day period.

Section 5. Contributions

A. The County will make contributions on behalf of each Participant pursuant to the following three rate structure for the term of this agreement:

<u>Coverage</u>	<u>Monthly Contribution</u>		
	<u>2016</u>	<u>2017</u>	<u>2018</u>
Employee who waives health insurance coverage	\$ 228.00	\$ 228.00	\$ 228.00
Employee only	\$ 852.60	\$ 899.49	\$ 953.46
Employee plus one dependent	\$1,555.61	\$1,641.17	\$1,739.64
Employee plus two or more dependents	\$1,837.66	\$1,938.73	\$2,055.05

Management will contribute a one-time only \$250.00 payment to the Options contribution on January 1, 2014 and July 1, 2014 for a total of \$500.00 during the term of the agreement. The two (2) one-time payments also apply to Options participants who waive coverage.

B. Taxable Cash

Any portion of any County contribution which is not used to pay for the costs of nontaxable benefits available under this Plan shall be paid to the Participant as taxable cash.

- C. In addition, in Plan Years 2016, 2017 and 2018, the County will buy down the premium of any County or Union sponsored health plan so the premium is decreased \$6.00 per month for employee only coverage, \$9.00 per month for employee plus one dependent coverage, and \$11.00 per month for employee plus two or more dependents coverage.
- D. No employee may receive multiple contributions from the Plan, the Choices Plan, the Los Angeles County Flexible and Mega Flex Benefit Plan, or any other County contribution toward any health or dental insurance plan during the same month. An employee who would otherwise be eligible for more than one such contribution during any month will be entitled to the contribution to which his/her status on the last day of the month entitles him/her.
- E. If an employee's nontaxable benefit selections cost more than the amount of the applicable County contribution, the difference will be made up with pretax salary reduction contributions. Salary reduction contributions are additional contributions made by the County in exchange for an equivalent reduction in an employee's taxable compensation. No County contribution or salary reduction contribution will be made on behalf of any Participant if he/she has not been in a pay status for at least eight (8) hours during the preceding month. Unless otherwise required by State or Federal law, salary reduction contributions shall have no adverse effect on County retirement

benefits authorized by the 1937 Retirement Act, the Public Employees Pension Reform Act of 2013 (PEPRA), or any other employee benefit.

Section 6. PPO Dental Subsidy

Beginning January 1, 2010, the premiums for these plans will be on a three tier basis. For each month of the term of this contract, the County contribution to participants in the Indemnity/PPO dental plan shall be as follows:

	<u>2016</u>	<u>2017</u>	<u>2018</u>
Employee Only	\$20.59	\$20.59	\$20.59
Employee plus one dependent	\$36.02	\$36.02	\$36.02
Employee plus two or more dependents	\$56.58	\$56.58	\$56.58

If the County discontinues the buy down of the PPO dental plan, the cost of such buy down shall be added proportionately to the contribution rate of all Options participants, whether such participants purchase the PPO dental plan or not.

Section 7. Administrative Fee

A \$2.00 per month minimum fee shall be charged to each participant for the County costs to administer the Plan. A monthly administrative fee, as determined by the Committee may be charged to each participant. Such fee shall be for enrollment, communications, third party administration, etc.

The above fee shall be collected via tax free salary reduction. It is the intent of the parties that all administrative costs of the Plan be revenue neutral.

Section 8. Health Insurance for Temporary and Recurrent Employees

- A. The parties further agree to recommend jointly to the County’s Board of Supervisors for adoption and implementation by amendment to the County Code, that the County contribution toward health insurance for certain temporary and recurrent employees who are not eligible for the Plan be as set forth below for the term of this agreement.

Coverage	<u>Monthly Contribution</u>		
	<u>2016</u>	<u>2017</u>	<u>2018</u>
Employee only	\$ 715.84	\$ 755.21	\$ 800.52
Employee plus one dependent	1,271.41	\$1,341.34	\$1,421.82
Employee plus two or more dependents	\$1,459.44	\$1,539.71	\$1,632.09

Management will contribute a one-time only \$125.00 payment on January 1, 2014 and July 1, 2014 for a total of \$250.00 during the term of the agreement to the Pension Savings Plan account for temporary and recurrent employees who are not eligible to the Options program.

In addition, the parties agree that the County will provide the same health insurance subsidy listed above to non-student part-time employees as described below.

B. Health Insurance Subsidy for Non-Student Part-time Employees Eligible for Participation

1. An employee will be eligible to enroll in subsidized health coverage if the employee is in a non-student position and is in a pay status for an average of twenty (20) hours a week for the three (3) consecutive months prior to enrollment.

An employee will be deemed to be in a pay status for an average of twenty (20) hours a week for the three (3) consecutive months prior to enrollment if:

- a. The employee is on a daily or hourly item and the employee's total pay status hours for the three (3) consecutive months prior to enrollment is equal to or greater than 244 hours.
- b. The employee is on a 1/2, 3/5, 5/8 or 2/3 monthly item and the employee's total pay status hours for the three (3)

consecutive months prior to enrollment is equal to or greater than 256 hours.

2. The contributions provided for in Section 8A shall be paid on behalf of any employee who a) is employed on a monthly temporary ("O" Item), monthly recurrent ("B" Item), or monthly permanent 3/4 time ("Y" Item) as defined in Section 6.28.020 of the County Code, and b) is not a participant in the Choices Options Plan. In no event shall a County contribution be made on behalf of any employee who has not been in a pay status for at least eight hours during the preceding month.

C. Initial Enrollment

The initial enrollment will allow for health benefits to be effective July 1, 2001. To determine eligibility for the initial enrollment, the months of January, February and March of 2001 will be used to determine if an employee is in a pay-status for an average of thirty (30) hours a week.

Effective January 1, 2010, employees in a pay-status for an average of twenty (20) hours a week during, and, any three (3) consecutive month period will be eligible to enroll in subsidized health coverage.

D. Ongoing Eligibility

To receive a contribution to a health insurance for a month, an employee must be in a pay status for at least eight (8) hours in the prior month. Effective January 1, 2007, an employee will be taken off this benefit effective July 1, if an employee is in a pay-status for an average of less-than twenty (20) hours a week during January, February, and March.

Management agrees not to reduce work hours of such employees for the sole purpose of denying them this benefit.

Section 9. Flexible Benefit and Mega-Flex Benefit Plan

Permanent County employees currently participating in, or eligible to participate in the Flexible Benefit Plan (FBP) and/or Mega-Flex Plan (Pensionable and Non-Pensionable), shall continue to be eligible for and participate in said plans upon unit certification or accretion into a Local 721 bargaining unit. Any and all future changes the County makes to the Flex and Mega-Flex Benefit Plans for non-represented employees, including contributions, plan design and benefit changes, shall be extended to and become part of said eligible or participating employee's Flex and Mega-Flex Plans.

It is the intent of Section 9 to provide a "grandfathered" benefit to employees currently receiving or eligible to participate in the Flexible Benefit/Mega-Flex Plans that elect to be represented by a certified employee organization. Any new employee subsequently hired or promoted into an accreted job classification or a classification covered by unit certification previously covered by the Flex/Mega-Flex Plan shall not participate in the Flex/Mega-Flex Program.

The County shall not discriminate against non-represented employees upon unit certification or accretion into a Local 721 bargaining unit, or otherwise restrict their participation in the Flex and Mega-Flex Benefit Plans, on the basis of their status as represented employees.

The parties agree that the exclusive management, control and administration of the Flex/Mega-Flex Program shall be at the discretion of the County. Any current and future changes or modifications to the Flex/Mega-Flex Program will be at the sole discretion of Management subject to the County meeting and consulting with the Union prior to implementing any changes to the plan(s). Any employee currently covered by Flex/Mega-Flex may waive this benefit and opt on a one-time only basis to be covered by Options. Once an employee elects to be covered by Options this choice will be irrevocable.

Section 10. Joint Labor-Management Health Insurance Committee

The parties agree to establish a Joint Labor-Management Health Insurance Committee. The Committee will consist of seven (7) representatives designated by SEIU Local 721 and seven (7) representatives designated by County Management. The Committee shall establish meeting protocols and appoint a Chairperson and Vice-Chairperson from among its members. The Chairperson and Vice-Chairperson positions will alternate annually between Management and Union.

The purpose of the Joint Labor-Management Committee is to meet, explore and review the feasibility of establishing an Operational Plan to utilize Los Angeles County’s health care delivery system as an option for employees and new hires to select as part of their health insurance benefit program. County Management and SEIU Local 721 may engage their own consultant to participate in the discussion and engagement process. The Committee will develop and make advisory recommendations to the Chief Executive Officer.

SEIU Local 721 reserves its rights to negotiate any health insurance cost mitigation recommendation that affects wages, hours and other terms and conditions of employment.

ARTICLE 9 RENTAL RATES

The parties agree to recommend to the County’s Board of Supervisors that the monthly rental rates for employee-occupied County housing shall be as follows:

<u>Address</u>	<u>Rate Effective</u> <u>10/01/09</u>
<u>Warm Springs Rehabilitation Center</u>	
Bldg. #5677 (Iguana Lodge)	
Rm. 1	90.00
Rm. 2	90.00
Rm. 3	90.00
Rm. 4	100.00
Bldg. #2950	300.00

FB 721 RW	
Bldg. #2972	550.00
Bldg. #2946	1100.00
Area II (Trailer pad)	275.00
<u>ACTON Rehabilitation Center</u>	
Building #0877	
Rm. 1	150.00
Rm. 2	100.00
Rm. 3	150.00
Trailer Pads (Mobile Home)	
Pad #1	275.00
Pad #2	275.00
Pad #3	275.00
Pad #4	275.00
Pad #5	275.00
Pad #6	275.00
Apartment/Annex	290.00
<u>Department of Parks and Recreation</u>	
1418 Descanso Drive, La Canada 91001	220.50
5441 Palm, La Canada	143.51
Vasquez Rocks	
10700 W. Escondido Cyn. Rd.	
Agua Dulce	231.53
<u>Department of Internal Services</u>	
12441 Osborne Street, Pacoima	151.04

ARTICLE 10    BILINGUAL PAY

The parties agree to recommend to the County's Board of Supervisors that said Board adopt and implement, through amendment to the County Code, an increase in the additional compensation which may be received, if all the conditions enumerated in Section 6.10.140 of said code are met, from \$80 per month to \$100 per month (\$50.00 per pay period) effective January 1, 2001.

The parties further agree to recommend to the County's Board of Supervisors that effective January 1, 1992, said Board adopt and implement through amendment to County Code Section 6.10.140 that temporary and recurrent employees who meet the conditions stated in said County Code shall be eligible to receive bilingual pay.

## ARTICLE 11    PAYDAYS

### Section 1.

The parties agree that payroll warrants, including base pay, bonuses, overtime, or any other compensation, will be issued semi-monthly on the 30th day of the month for work performed from the first day through the fifteenth day of the month and on the 15th day of the following month for work performed from the sixteenth day through the last day of the month. If such a day falls on a Saturday, Sunday, or holiday, the payday shall be the immediately preceding regular work day. Employees may opt to participate in the Direct Deposit Program, in which the entire semi-monthly net pay is automatically deposited directly into the employee's checking or savings account at the bank, savings and loan, or credit union of his/her choice which is a member of the Automated Clearing House. Such deposits will be made on or before the 15th and 30th days of each month.

### Section 2.

The provisions of this Article will be impacted by the implementation of a new payroll/personnel system commonly known as e-HR in on or after January 2010 through December 31, 2012. Any impact on implementation of the proposed system changes (including bi-weekly pay) on wages, hours, or other terms and conditions of employment will be negotiated with Local 721 in the same manner, and subject to the same conditions, as that provided for in Article 29 e-HR of this Memorandum of Understanding.

ARTICLE 12    SICK LEAVE

Section 1.

Effective with the pay period ending April 15, 2012, the Sick Leave Pay Period Accrual Rate shall be as follows:<sup>1</sup>

- Rule 1.    For employees authorized 64 or 80 hours of Sick Leave per calendar year and assigned to a 40-hour workweek, the Sick Leave Pay Period Accrual Rate shall be four hours and 21 minutes (4:21) per pay period.
  
- Rule 2.    For employees authorized 64 hours of Sick Leave per calendar year and assigned to a 56-hour workweek, the Sick Leave Pay Period Accrual Rate shall be six hours and 32 minutes (6:32) per pay period.
  
- Rule 3.    For employees authorized 96 hours of Sick Leave per calendar year and assigned to a 40-hour workweek, the Sick Leave Pay Period Accrual Rate shall be four hours and 21 minutes (4:21) per pay period.
  
- Rule 4.    For employees authorized 96 hours of Sick Leave per calendar year and assigned to a 56-hour workweek, the Sick Leave Pay Period Accrual Rate shall be six hours and 32 minutes (6:32) per pay period.

The aforementioned rates replace the accrual methods formerly utilized under the Countywide Timekeeping and Personnel Payroll System (CWTAPPS). Retroactive adjustments which encompass pay periods prior to the pay period ending April 15, 2012 will be made using the rates formerly in effect under CWTAPPS.

All other provisions prior to e-HR implementation and not related to accrual remain the same as described in Sections 5 of this Article.

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1. Rules 3 and 4 apply to Local 721 represented units.

Section 2.

The parties further agree to recommend jointly to the County's Board of Supervisors for adoption and implementation through amendment to said County Code that during the term of this agreement only, full-time, permanent employees may be paid for unused full-pay sick leave as follows:

- a) An employee may, at his/her option, be paid for up to three (3) sick leave days, in lieu of carrying such days, if the employee uses no sick leave for any reason from July 1, 2015, through December 31, 2015, and if, by December 31, 2015, he/she had completed at least 12 consecutive months of continuous service as defined in this Article. Such payment shall be computed on the basis of the workday rate in effect on December 31, 2015.
- b) An employee may, at his/her option, be paid for up to three (3) sick leave days, in lieu of carrying such days, if the employee uses no sick leave for any reason from January 1, 2016, through June 30, 2016, and if, by June 30, 2016, he/she had completed at least 12 consecutive months of continuous service as defined in this Article. Such payment shall be computed on the basis of the workday rate in effect on June 30, 2016.
- c) An employee may, at his/her option, be paid for up to three (3) sick leave days, in lieu of carrying such days, if the employee uses no sick leave for any reason from July 1, 2016, through December 31, 2016, and if, by December 31, 2016, he/she had completed at least 12 consecutive months of continuous service as defined in this Article. Such payment shall be computed on the basis of the workday rate in effect on December 31, 2016.
- d) An employee may, at his/her option, be paid for up to three (3) sick leave days, in lieu of carrying such days, if the employee uses no sick leave for any reason from January 1, 2017, through June 30, 2017, and if by June 30, 2017, he/she had completed at least 12 consecutive months of continuous service as defined in this Article. Such payment

shall be computed on the basis of the workday rate in effect on June 30, 2017.

- e) An employee may, at his/her option, be paid for up to three (3) sick leave days, in lieu of carrying such days, if the employee uses no sick leave for any reason from July 1, 2017, through December 31, 2017, and if, by December 31, 2017, he/she had completed at least 12 consecutive months of continuous service as defined in this Article. Such payment shall be computed on the basis of the workday rate in effect on December 31, 2017.
- f) An employee may, at his/her option, be paid for up to three (3) sick leave days, in lieu of carrying such days, if the employee uses no sick leave for any reason from January 1, 2018, through June 30, 2018, and if by June 30, 2018, he/she had completed at least 12 consecutive months of continuous service as defined in this Article. Such payment shall be computed on the basis of the workday rate in effect on June 30, 2018.
- g) Further, an employee who elects to receive payment for unused sick leave as provided in this Article shall make his/her election known in a manner prescribed by Management within one month following the date said employee qualifies for said payment.

### Section 3.

For purposes of this Article, a day of full-pay sick leave shall be defined as:

- a) Eight (8) hours for persons employed on a forty (40) hour per week basis.
- b) A pro rata portion of eight (8) hours in the case of one-half time or more permanent employees.
- c) Twelve (12) hours for persons employed on a fifty-six (56) hour per week basis in the Probation Department, the Fire Protection Districts, and the Forester & Fire Warden's Department.

- d) Eleven (11) hours for all other persons employed on a fifty-six (56) hour per week basis.

#### Section 4.

The parties further agree to recommend to the County's Board of Supervisors that Section 6.20.040 of the County Code shall continue to provide part pay sick leave benefits based on length of service. Such benefits shall be at the rate of 65% and 50% pay and shall be available for use subject to the conditions and limitations set forth in said County Code.

#### Section 5.

Notwithstanding the provisions of Section 1 above, full pay sick leave was formerly earned and accrued as follows:

Employees hired prior to July 1, 1986, shall, effective January 1, 1994, earn 0.050 of an hour of full pay sick leave (0.075 of an hour for employees working a 56 hour shift) for each qualifying hour of service during a pay period. Qualifying hours include all active service hours, but do not include regular days off or overtime. Full pay sick leave earned is available for use on the first day of the subsequent pay period. There is no change to the maximum number of days of full pay sick leave that may be earned each calendar year. Employees will no longer receive a lump of sick leave on January 1 of each calendar year. Such employees will receive, on January 1, 1994, a number of days of special usage only sick leave on a one-time only basis. This number of days is equal to such employees' annual maximum number of full pay sick leave days. This special sick leave can be used only after all other full pay sick leave subject to 50% payoff at termination is used, (that sick leave earned on or after January 1, 1971), but may be used before full pay sick leave subject to 100% payoff is used (that sick leave earned prior to January 1, 1971). This special sick leave is not paid off at termination. Upon termination, an employee who otherwise qualifies for payoff of unused full pay sick leave is, in addition to all previously accrued and unused full pay sick leave, paid off for 50% of his or her current annual maximum number of sick leave days less any full pay sick leave taken in the year of termination.

Employees hired on or after July 1, 1986 shall, effective upon the implementation of phase 2 of the County-wide Timekeeping and Payroll-Personnel System (CWTAPPS) earn 0.050 of an hour (0.075 of an hour for employees working a 56 hour shift) for each qualifying hour of service worked during a pay period. Full pay sick leave earned is available for use on the first day of the subsequent pay period. There is no change to the maximum number of days of full pay sick leave that may be earned each calendar year.

Section 6. Personal Leave

Beginning January 1, 2007, employees may use up to 96 working hours (up to 144 working hours for those employees employed on a 56-hour workweek) of accrued full-pay sick leave in any one calendar year for personal reasons pursuant to County Code Section 6.20.030 A(2). When leave pursuant to this Section is needed to attend to the illness or injury of a family member as defined in Article 16, Bereavement Leave, in the Local 721 Fringe Benefit MOU, departmental requirements for prior approval will be applied only to the extent practicable.

Persons employed in positions requiring a California license to practice nursing will be able to use up to 96 working hours for personal reasons in any one calendar year.

ARTICLE 13 PAYING OFF TIME CERTIFICATES

After an employee leaves County service, he/she shall be paid for any unused and payable sick leave, accumulated holiday time, and vacation time at the workday rate of pay in effect on the employee's last day of County Service. Such payment shall be made in one lump sum payment within 30 days or as soon as practicable thereafter. Payment for accumulated overtime shall be paid on the same basis.

Employees, other than those laid off due to a reduction in work force, who are later reemployed or reinstated by the County, shall be considered new employees in all respects with regard to service, compensation, and benefits.

Any full-time permanent employee, who has at least six months continuous service and is laid off pursuant to Civil Service Rules with less than 10 business days' notice, shall be eligible to receive, at the employee's option, one-half of any earned base pay remaining on the books as of the employee's last day of County service. Upon the employee's request to the appointing authority, such payment shall be made within five business days following the employee's last day of County service. The employee's departmental payroll section shall submit the appropriate payroll information to the Auditor-Controller within two business days from the date of the employee's request.

#### ARTICLE 14    MEAL RATES

The parties agree to recommend jointly to the County's Board of Supervisors that said Board adopt and implement through amendment to the County Code the following meal rates to be paid by those persons who purchase meals in County institutions:

	Effective <u>10/01/09</u>
Breakfast	\$2.00
Lunch	\$2.50
Dinner	\$3.00

All employees who are currently provided free meals by the County shall continue to receive free meals for the term of the Memorandum of Understanding.

#### ARTICLE 15    VACATION

##### Section 1.

Effective with the implementation of Phase 3 of e-HR for the pay period ending April 15, 2012, vacation shall be earned and accrued on a pay period basis for each qualifying hour of service. Qualifying hours include all active service hours, but do not include regular days off or overtime. Annual calendar year maximums remain the same as before the implementation of

e-HR. Employees will also accrue the higher rate and additional hours of vacation to which the employee is entitled as a result of his/her length of service on his/her respective anniversary hire date.

Vacation will be accrued according to the following e-HR rates instead of the CWTAPPS rates previously in effect:

Table 1. Vacation Accrual Rates for 40 hour Employees

<u>Vacation Years of Service</u>	<u>Vacation Pay Period Accrual Rate</u> <i>(hours: minutes)</i>	<u>Maximum Hours</u>
Less than 4 years	3:35	80
4 to less than 9 years	5:14	120
9 to less than 10 years	5:35	128
10 to less than 11 years	5:55	136
11 to less than 12 years	6:16	144
12 to less than 13 years	6:37	152
13 to less than 20 years	6:58	160
20 to less than 21 years	7:19	168
21 to less than 22 years	7:40	176
22 to less than 23 years	8:00	184
23 to less than 24 years	8:21	192
24 years or more	8:42	200
<b><u>Maximum Carry Over = 480 Hours</u></b>		
<b><u>Maximum In-Service Payout = 160 Hours</u></b>		

Table 2. Vacation Accrual Rates for Probation 56 hour Employees

<u>Vacation Years of Service</u>	<u>Vacation Pay Period Accrual Rate</u> <i>(hours: minutes)</i>	<u>Maximum Hours</u>
Less than 4 years	4:58	112
4 to less than 9 years	7:19	168
9 to less than 11 years	8:22	192
11 to less than 13 years	9:24	216
13 to less than 20 years	9:45	224
20 to less than 21 years	10:14	235
21 to less than 22 years	10:42	246

22 to less than 23 years	11:14	258
23 to less than 24 years	11:42	269
24 years or more	12:11	280
<b><u>Maximum Carry Over = 672 Hours</u></b>		
<b><u>Maximum In-Service Payout = 224 Hours</u></b>		

Retroactive adjustments which encompass pay periods prior to the pay period ending April 15, 2012 will be made using the rates in effect under CWTAPPS.

Prior to the implementation of e-HR Phase 3, vacation was earned and accrued under CWTAPPS as described below:

Each employee otherwise eligible to receive paid vacation shall be credited with that amount of time earned since the employee's last vacation anniversary date. The only exception to this March 1, 1993, posting is for new employees who have not completed one year's service. For such employees, the pro rata share of vacation will be posted as reserve time and not be available for use until the employee completes one year. At that time, all the March 1, 1993, time plus accrued time since March 1, 1993 will be available for use. Subsequently, such employee will accrue additional vacation each pay period based on the accrual tables listed below for each qualifying hour of service. Qualifying hours include all active service hours, but do not include regular days off or overtime. Annual calendar year maximums remain the same as before implementation of CWTAPPS.

Table 1a. Vacation for 40 hour employees:

<u>Years of Service</u>	<u>Vacation Accrual Rate</u>	<u>Maximum Hours</u>
0– 4 years	0.041	80
4– 9 years	0.060	120
9–10 years	0.064	128
10–11 years	0.068	136
11–12 years	0.072	144
12–13 years	0.076	152
13 years or more	0.080	160

Table 2a. Vacation for 56 hour Probation employees:

<u>Years of Service</u>	<u>Vacation Accrual Rate</u>	<u>Maximum Hours</u>
0– 4 years	0.057	112
4– 9 years	0.084	168
9–11 years	0.096	192
11–13 years	0.108	216
13 years or more	0.112	224

Table 3a. Vacation for Fire Department 56 hour employees:

<u>Years of Service</u>	<u>Vacation Accrual Rate</u>	<u>Maximum Hours</u>
0– 4 years	0.075	144
4–10 years	0.097	192
10–12 years	0.111	216
12 years or more	0.122	240

Section 2.

Effective with the implementation of Phase 3 of e-HR for the pay period ending April 15, 2012 and at the end of each calendar year thereafter, a 40-hour employee shall be compensated for accumulated Vacation time which, in the aggregate, is in excess of 480 hours to a maximum payout of 160 hours and a 56-hour employee shall be compensated for accumulated Vacation time which, in the aggregate, is in excess of 672 hours to a maximum payout of 224 hours. Such excess Vacation time shall be paid at the employee's workday rate of pay in effect on the last day of the calendar year.

Section 3.

Nothing in this Article diminishes the department head's authority to grant, schedule, and defer vacation time.

ARTICLE 16    BEREAVEMENT LEAVESection 1.

The parties agree to recommend to the County's Board of Supervisors that bereavement leave shall be as defined and provided for in the County Code in the event of death of father, mother, stepfather, stepmother, father-in-law, mother-in-law, brother, sister, brother-in-law, sister-in-law, husband, wife, child, stepchild, great-grandfather, great-grandmother, grandfather, grandmother, grandchild, or domestic partner, and domestic partner's father, mother, stepfather, stepmother, child, stepchild, and grandchild.

The parties further agree that effective January 1, 1999, if an employee is required to travel a minimum of 500 miles one way, he or she shall be eligible to receive 2 additional working days of bereavement leave for a total of 5 days. In addition, the employee shall be allowed use of other paid or unpaid leave if one-way travel over 500 miles is required.

Section 2.

Nothing in this Article precludes an employee from requesting additional time off for bereavement as defined above. If granted by Management, such additional time off for bereavement shall be charged to the employee's accrued vacation, overtime, personal leave, or holiday time, or taken as time without pay, as elected by the employee.

ARTICLE 17    HOLIDAYSSection 1.

The parties jointly agree to recommend to the County's Board of Supervisors for adoption and implementation through amendment to the County Code that the following dates be observed as holidays during the term of this agreement:

New Year's Day	January 1
Martin Luther King Jr.'s Birthday	Third Monday in January
Presidents' Day	Third Monday in February

Cesar Chavez Day	Last Monday in March (effective 2017)
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Columbus Day	Second Monday in October
Veterans Day	November 11
Thanksgiving Day	Fourth Thursday in November
Friday after Thanksgiving	Fourth Friday in November
Christmas	December 25

## Section 2.

In the event an employee covered by this agreement is scheduled to work a named holiday on or after January 1, 1996, such holiday may be accrued and taken off at a time chosen by the employee, subject to the approval of management. All unused holiday time not taken after two years from the date of the individual holiday may be paid at the employee's current rate at the option of Management. All accrued holiday time shall be paid at the employee's current rate when the employee separates from County service.

## ARTICLE 18 DEFERRED COMPENSATION AND THRIFT PLAN

### Section 1.

The parties have mutually agreed to the provisions of the Deferred Compensation and Thrift Plan ("Plan"), also known as Horizons, which is fully set forth in Chapter 5.25 of the County of Los Angeles Code as it was restated on August 19, 2003. With respect to employees covered by this Memorandum of Understanding, the Plan provides benefits mutually agreed upon by the parties. The parties intend that Horizons shall operate as an eligible deferred compensation plan pursuant to Section 457 of the Internal Revenue Code and other applicable laws.

Section 2.

The parties further agree on the following matters which provide operational details concerning Plan operation, or are related to the Plan but are outside the scope of its provisions:

- A. The provisions of Chapter 5.25 are not subject to the Grievance Procedure set forth in Article 26 of this MOU,
- B. The monthly matching contributions provided in Section 5.25.050 of the Plan, beginning on January 1, 2001 shall be dollar-for-dollar to a maximum of 4% of the participant's compensation, as defined in the Plan.
- C. As set forth in Section 5.25.050 of the Plan, this Memorandum of Understanding provides for a dollar cap on matching County contributions and said cap establishes an annual expenditure limit that operates on a July 1 to June 30 cycle as set forth below:
- D. The General County plus special fund and special district contributions provided by the Plan for represented employees shall not exceed \$121 million for fiscal year 2013/14 and \$130 million for fiscal year 2014/15.

Any unspent monies will be carried over to the next fiscal year. Beginning July 1, 2015 there will be no cap on the County contribution.

- E. To the extent that employees represented by SEIU Local 721 are impacted, the termination of the Horizons Plan or the amendment of any Plan provisions that are subject to negotiation shall be negotiated between the parties.
- F. In the event that the County is mandated by Federal or State law to re-enter the Social Security system during the term of the current Fringe Benefits Memorandum of Understanding, at the request of either party, the parties agree to open negotiations within 45 days of such request regarding the impact of such mandate on the matching contributions of the employees represented by SEIU Local 721 to be covered by Social Security.

- G. In the event that applicable law is changed to require the Plan be terminated or merged into another form of deferred compensation program during the term of the current Fringe Benefits Memorandum of Understanding, at the request of either party, the parties agree to open negotiations within 45 days of such request regarding the impact of such termination or merger on Plan participants who are employees represented by SEIU Local 721.

Section 3.

It is agreed between the parties that any conflict between this Article and the Horizons Plan provisions of the County Code be resolved in favor of the Memorandum of Understanding provisions.

Section 4.

Should LACERA fail to adopt the recommended changes to Retiree Health Reform, the Options Fringe Benefit will be re-opened for negotiations.

ARTICLE 19     JOINT LABOR-MANAGEMENT COMMITTEE ON  
EMPLOYEE WELLNESS

The parties agree that during the term of this Memorandum of Understanding they will actively cooperate in developing an employee wellness program. Said program shall include but not be limited to: smoking cessation, weight control, stress management, diet control and worksite wellness activities. Further, the parties agree that such a program shall be coordinated by the Joint Labor-Management Committee on Employee Wellness which shall be a sub-committee of the Local 721 Benefits Administration Committee (Article 8, Options). The Joint Labor-Management Sub-Committee on Wellness shall be comprised of three (3) employee representatives designated by Local 721 and three (3) representatives designated by Management. The Joint Labor-Management

Sub-Committee on Wellness shall make advisory recommendations to the Benefit Administration Committee (BAC) regarding improvements in the Employee Wellness Program.

ARTICLE 20     JOINT LABOR-MANAGEMENT ADVISORY COMMITTEE  
ON PRODUCTIVITY ENHANCEMENT

The parties agree to recommend to the County's Board of Supervisors that the Advisory Committee on Productivity Enhancement established by said Board of Supervisors continue to function during the term of this agreement. Two members of this Committee shall be representatives of SEIU, Local 721.

ARTICLE 21     SOCIAL SECURITY RELATED ENHANCEMENTS OF  
BENEFITS

The parties agree to request that the Board of Supervisors adopt and implement the following: an increase in the amount of the health insurance premium paid by the County; a County administered savings plan for Retirement Plans A–E; reopening of Retirement Plans D and E; the applicability of Internal Revenue Code 414 (h) (2) to employee retirement contributions; health insurance for retirees; and Long Term Disability Program for Retirement Plans A–D.

Further, the parties negotiated the following items at the Fringe Benefits Table:

- Continuation of retirement subsidy through August 31, 1985
- Life insurance and disability coverage
- Survivor's benefits
- Life insurance and supplements
- Medicare
- Continuation of dependency coverage in health insurance plans
- Continuation of COLA levels for Retirement Plans A–D
- Continuation of COLA levels for Plan E, LTD, and survivors
- Reverting to non-integrated contribution rates in Retirement Plans A–D for employees impacted by Social Security withdrawal
- Two-year early retirement credit
- Parity of benefits for Retirement Plans D and E

## FB 721 RW

- Long Term Disability
- No Long Term Disability offset
- Elimination of 3-day injury leave waiting period
- Complete restoration of injury leave benefits
- Annual enrollment periods for County-sponsored health insurance plans
- Continuation of health insurance coverage to employee during I.A. or extended sick leave
- Payment of health insurance premium for laid-off employees
- County-paid dental insurance coverage
- Dental coverage to County employees regardless of status
- Annual dental insurance enrollment
- Enhancement of dental insurance to include orthodontic, prosthodontics, and cosmetic coverage
- Full dental coverage for employees on I.A., sick leave, or layoff
- Increases in sick leave accrual
- Enhancements to sick leave

In the event that Los Angeles County rejoins the Social Security System, the Retirement and Benefit enhancements program herein may be terminated by the Board of Supervisors.

### LTD Program for Retirement Plans A–D

- Tax-deferred contributions
- Thrift Plan
- Safety Net
- Health insurance enhancements for retirees

The parties acknowledge and agree that the aforementioned items are Social Security related enhancement benefits which were negotiated at the Fringe Benefit Table as a result of combining the Social Security and the Fringe Benefit Tables.

In the event that the County rejoins the Social Security System, the parties agree to meet and confer regarding the impact of Social Security coverage on affected employees. Such meet and confer process shall include, but not be limited to, the impact of the decision to terminate the Retirement and Benefit enhancements program provided for in this Article.

## ARTICLE 22    OBLIGATION TO SUPPORT

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

## ARTICLE 23    AUTHORIZED AGENTS

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

- A. Management's principal authorized agent shall be County's Chief Executive Officer or his/her duly authorized representative [Address: 500 West Temple Street, Los Angeles, California 90012; Telephone: (213) 974-2404], except where a particular Management representative is specifically designated in connection with the performance of a specific function or obligation set forth herein.
- B. The Local 721, SEIU principal authorized agent shall be the Executive Director or his/her duly authorized representative [Address: 1545 Wilshire Boulevard, Los Angeles CA 90017, Phone: (213) 368-8660].

ARTICLE 24    PROVISIONS OF LAW

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

ARTICLE 25    FULL UNDERSTANDING, MODIFICATIONS, WAIVER

Where a Full Understanding, Modifications, Waiver Article is included in a separate Memorandum of Understanding applicable to a recognized employee representation unit, it shall apply to this Memorandum of Understanding.

ARTICLE 26    ARBITRATION OF GRIEVANCES

Wherever a provision for binding arbitration of grievances is included in the Grievance Procedure of a separate Memorandum of Understanding, it shall be applicable to the provisions of this Memorandum except any subject matter relating to County-sponsored employee group insurance plans that could impose on the carrier, the provider, or the County an obligation which would be in conflict with the applicable law and/or the contracts or service agreements between the County and the carrier or provider.

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

Non-Discrimination  
Implementation

Term  
Renegotiation  
Authorized Agents  
Provisions of Law

## ARTICLE 27    COMMUTING PROBLEMS

The parties agree that during the life of this contract they will actively cooperate in the development and implementation of solutions to the problems of energy waste, air pollution, and congestion created by employee use of motor vehicles. This mutual effort shall include, but not be limited to, producing incentives for the use of car-pools and public transportation.

During the term of the MOU the parties agree that the County will implement the provisions of the Commuter Benefit Plan (August 20, 2009 Proposal).

A Green@Work joint labor management committee will be convened within 60 days following approval of the MOU by the Board of Supervisors. The CEO shall designate five (5) representatives and Local 721 will designate five (5) representatives to participate in the committee. The purpose of convening the joint labor management committee is to review current efforts to provide employees with opportunities to reduce commuting times and consider ways to strengthen these efforts, including review of piloting "proximate commuting transfer match system" to identify transfer opportunities, expansion of TeleWork participation, use of incentives for employees to utilize public transportation and other forms of ridesharing, and expansion of alternative work schedules.

The County and SEIU Local 721 agree that the Green@Work Joint Labor Management Committee will include as its mission a review of current efforts to provide employees with opportunities to reduce commuting times and consider ways to strengthen these efforts, including review of piloting "proximate commuting transfer match system" to identify transfer opportunities, expansion of TeleWork participation, use of incentives for employees to utilize public transportation and other forms of ridesharing, and expansion of alternative work schedules.

The County will advance to the Green@Work Joint Labor Management Committee \$200,000 each year of the term of this agreement only. These funds shall be used for the specific purpose of maximizing direct financial rideshare subsidies for employees, and enhancing alternative transportation systems, such as shuttle services, van pools, car pools, bicycle parking, other transit services and guaranteed ride home services.

The Green@Work joint labor management committee will submit recommendations to the Chief Executive Officer and to the SEIU Local 721 Bargaining Policy Committee. The County will make every effort to implement those recommendations that have joint approval as soon as fiscally and administratively possible.

ARTICLE 28     SICK PERSONAL LEAVE FOR TEMPORARY EMPLOYEES

1) Sick Personal Leave (Payable)

The parties agree that daily and hourly temporary employees shall continue to be eligible to receive paid leave in accordance with the following provisions:

A. Eligibility

Any temporary employee subject to this Memorandum of Understanding who is employed exclusively on an hourly as-needed ("F" item) or hourly recurrent ("H" item) basis during the calendar years 2013-2015 shall be eligible for Sick Personal Leave (Payable) pursuant to this Article.

B. Earning and Accrual of Leave

An eligible employee shall earn Sick Personal Leave (Payable) to a maximum of 48 hours and may carry over the hours to any subsequent year based on the following accrual rate: 1 hour of Sick Personal Leave (Payable) for every 30 hours worked.

C. Use of Sick Personal Leave (Payable)

24 hours of accrued Sick Personal Leave (Payable), may be taken off per calendar year, subject to prior approval of Management for personal reasons pursuant to County Code Section 6.20.030 A(2). Sick Personal Leave (Payable) may also be taken for the purpose of attending to own health care and health care of family members as defined in Article 16, Bereavement Leave, in the Local 721 Fringe Benefit MOU, as well as what is defined in AB1522 (which includes adopted or foster children, stepchildren, legal ward or child to whom the employee stands in loco parentis, or a biological, adoptive, or foster parent, stepparent, or legal guardian of an employee or the employee's spouse or registered domestic partner, or a person who stood in loco parentis when the employee was a minor child), departmental requirements for prior approval will be applied only to the extent practicable.

D. Pay for Unused Sick Personal Leave (Payable)

An employee may, at his/her option, be paid for up to 3 Sick Personal Leave (Payable) days (24 hours), in lieu of carrying over such days, if the employee uses no Sick Personal Leave (Payable) for any reason. Sick Personal Leave (Payable) shall be paid off at the employee's workday rate of pay in effect at the time of payment. The remaining balance of days or the full balance of days may be carried over. Upon termination of service with the County, an employee shall receive payment for one-half of accumulated Sick Personal Leave at the employee's workday rate of pay in effect at the time of payment.

The provisions of this article (Section 1) are effective as of July 1, 2015. Special Paid Leave will terminate as of June 30, 2015. The number of Special Paid Leave days accrued based on the number of days worked until June 30, 2015 (as stipulated in the previous Fringe agreement) shall be accredited to the employee

on January 1, 2016. The employee may choose to utilize the accredited day(s) or may be paid out at the employee's work day rate in effect at the time of payment.

2) SICK PERSONAL LEAVE (NON-PAYABLE)

Sick Personal Leave (Non-Payable)

The parties agree that per session, commission, fractional and otherwise specified employees shall be eligible to receive paid leave in accordance with the following provisions:

A. Eligibility

Any employee subject to this Memorandum of Understanding, and who does not earn sick leave, non-elective leave, or special paid leave which includes employees on a per clinic, consultation or visit ("G" item) or per session ("J" item), or part-time as defined by  $\frac{1}{5}$  time ("P" item),  $\frac{1}{4}$  time ("Q" item),  $\frac{5}{16}$  time ("R" item),  $\frac{1}{3}$  time ("S" item),  $\frac{2}{5}$  time ("T" item) basis, or Relief Nurses (Item #5261, under BU 311) shall be eligible for Sick Personal Leave (Non-Payable) pursuant to this Article.

B. Earning and Accrual of Leave

An eligible employee shall earn Sick Personal Leave (Non-Payable) to a maximum of 48 hours and may carry over the hours to any subsequent year based on the following accrual rate: 1 hour of Sick Personal Leave (Non-Payable) for every 30 hours worked. Any accrued hours will not be payable.

C. Use of Sick Personal Leave (Non-Payable)

24 hours of accrued Sick Personal Leave (Non-Payable) may be taken off per calendar year, subject to prior approval of Management for personal reasons pursuant to County Code Section 6.20.030 A(2). Sick Personal Leave (Non-Payable) may also be taken for the purpose of attending to own health care and

health care of family members as defined in Article 16, Bereavement Leave, in the Local 721 Fringe Benefit MOU, as well as what is defined in AB1522 (which includes adopted or foster children, stepchildren, legal ward or child to whom the employee stands in loco parentis, or a biological, adoptive, or foster parent, stepparent, or legal guardian of an employee or the employee's spouse or registered domestic partner, or a person who stood in loco parentis when the employee was a minor child), departmental requirements for prior approval will be applied only to the extent practicable.

The provisions of this article (Section 2) are effective and to be implemented as of July 1, 2015.

#### ARTICLE 29    ELECTRONIC HUMAN RESOURCES (e-HR)

The established Joint Labor Management Electronic Human Resources committee will work collaboratively on implementation of major e-HR system changes/updates.

If it is determined that it is necessary for the County to make changes to e-HR, that will impact wages, hours or other terms and conditions of employment, the County will notify SEIU Local 721 in writing at least 90 calendar days prior to making such changes. If SEIU Local 721 wishes to negotiate with the County regarding the impact of any such system changes, SEIU Local 721 shall notify the County within 30 calendar days from receipt of such notice. Negotiations shall commence within 10 working days from receipt of SEIU Local 721's demand to negotiate and shall be subject to the provisions as set forth in the Employee Relations Ordinance. However, such negotiations, excluding impasses procedures, shall not exceed 45 days unless mutually agreed by the parties.

#### ARTICLE 30    CHILD CARE

The County of Los Angeles, recognizing the needs of working parents, and in the interest of retaining a quality workforce, agrees to pursue employer-associated child care options for children of County employees.

The parties agree to establish a child care labor-management committee, effective on the implementation date of this MOU. The committee shall consist of no more than five representatives from Local 721 and no more than five representatives from the County. The purpose of this committee is to meet and consult regarding the administration of current child care centers, the establishment of new child care programs, and determining funding sources for the provision of on-site child care at County facilities. The Chief Executive Office will consider funding recommendations from the committee to address child care planning expenses, child care needs assessments, and educational materials related to child care for County workers.

ARTICLE 31     MILEAGE REIMBURSEMENT

Section 1.     Definitions

- A. PERMITTEE means those employees as defined in Section 5.40.190 of the County Code of the County of Los Angeles.

Section 2.     Mileage Rates

- A. The parties jointly agree to recommend to County's Board of Supervisors that said Board provides mileage reimbursement for mileage permittees as follows:

- 1. \$0.54 per mile for all miles driven in a month (claiming period), effective January 1, 2015.

- B. Management Rights

The department head has the right to determine which employees are required to provide a private vehicle to carry out County services. It is agreed that Management reserves the right to require any permittee to use a County vehicle at any time

- C. Adjustment of Rates

The parties agree that reimbursement rates may be adjusted by the cents per mile adjustment on dates other than July 1 of each year to

coincide with the adjustments in the standard mileage reimbursement rate as established by the Internal Revenue Service (IRS rate).

### Section 3.            Damage to Personal Vehicles

The parties agree to recommend to the County Board of Supervisors that said Board extend the provisions of County Code Section 5.85 regarding reimbursement for damage to personal vehicles to all permittees covered by this MOU. In addition, effective January 1, 2001, the parties agree to recommend that the Board of Supervisors amend Section 5.85 to provide rental car coverage, to be the actual costs of such rental car, not to exceed \$40.00 per day, and a 30 day limit, and towing coverage, to be actual towing charges (and, if required, storage costs), not to exceed 50 miles in towing and \$10.00 per day storage. Also, it is understood that damage which occurs in the employee's headquarters parking lot is covered by the insurance program described in Section 5.85 of the County Code, effective January 1, 2001.

### Section 4.            Personal Liability

Annually, the County will provide to each mileage permittee a notice that the County, pursuant to the California Government Code, will provide third party liability protection for employees who drive on County business. This notice will also contain procedures for employees to follow to claim this liability protection.

### Section 5.            Parking Reimbursement

Employees eligible for reimbursement under the provisions of Section 2 shall be entitled to reimbursement for actual parking expenses incurred in connection with the performance of their duties during the monthly period utilized for calculation of mileage reimbursement.

Reimbursable parking expenses shall be those expenditures actually incurred by an employee for parking at a facility other than the facility designated as the employee's headquarters for purposes of mileage reimbursement. Such expenses shall not include any expenditure by the

employee at any public or private parking facility when such facility is utilized by the employee for access to and from his/her normal place of business.

Management may impose reasonable requirements on any employee for reporting date, location, duration, reasons and cost of parking for purposes of reimbursement.

## Section 6. Overpayments, Underpayments, Disputed Claims

### Overpayments

The parties agree in the event overpayments on warrants for reimbursement of mileage or parking are made by County to an employee, Management will endeavor to notify the employee of the overpayment prior to making any deductions to recover such overpayments. Upon request by the affected employee, Management will endeavor to reach a mutually acceptable method of repayment.

### Underpayments

When a mileage permittee does not receive reimbursement for mileage to which he/she would be otherwise entitled, if he/she notifies his/her Departmental Payroll Clerk within two (2) business days of receipt of his/her regular pay warrant that would have included mileage reimbursement, the Auditor-Controller will correct the under reimbursement within three (3) business days in accordance with the regular paycheck error procedure.

### Disputed Claims

In the event there is a dispute involving the number of claimed miles, the Auditor-Controller will adjust the mileage claim and reimburse the permittee the lower amount on the next scheduled payroll warrant. A copy of the adjusted claim and Notice of Adjusted Claim will be returned to the permittee.

If the permittee agrees with the adjusted amount, no further action is required and the claim is considered settled. If the permittee disagrees, then the permittee should complete the Notice of Adjusted Claim and return it along with the photocopy of the claim to his or her Mileage Clerk who will then

forward it to the Auditor's Office. Upon review, if it is determined by the Auditor-Controller that an adjustment is appropriate, the under reimbursement will be corrected on the following payday.

Nothing contained in the Section shall be construed as preventing Management from taking any action necessary to comply with any applicable law.

#### Section 7.      Rationing Re-opener

In the event fuel rationing is imposed by appropriate authority during the term of this agreement, the parties agree upon the written request of either the County or Local 721, SEIU, made following the announcement that rationing will be imposed, to reopen this agreement for the sole purpose of negotiations, to reach agreement on the subject of fuel rationing as it applies to employees required to use their personal autos on County business. All other provisions of this agreement shall remain in full force and effect during this period of negotiations.

#### Section 8.

The parties agree that upon either party's request, a joint labor-management committee will be established to discuss mileage issues.

### ARTICLE 32      LEAVE DONATIONS

In an effort to provide a mechanism for assisting employees who have a serious or catastrophic illness or injury, or who are absent due to a major disaster as declared by the Board of Supervisors; the parties agree that effective January 17, 1994, full pay sick, and vacation hours may be transferred from one or more employees and donated to another employee, on an hour-for-hour basis, upon the request of both the receiving employee and the transferring employee(s), and upon approval of the receiving employee's appointing authority or designee under the following conditions:

- A. The receiving employee is required to be absent from work due to injury or the prolonged illness of the employee; has exhausted or will foreseeably exhaust all earned leave hours, including but not limited to,

sick leave, vacation, compensatory time and holiday credits, and is therefore, facing the loss of salary and benefits.

Employees who are absent from work due to an Emergency as declared by the Board of Supervisors will be eligible to participate in this Leave Donation program to the extent such employee has exhausted or will foreseeably exhaust all earned leave hours except full and part pay sick leave.

- B. The transfers are voluntary. Transfers are to be a minimum of one (1) hour, and in whole hour increments, thereafter.
- C. Transfers for employees who are sick or injured are made from accrued full pay sick, or vacation leave balances. All current and deferred vacation hours may be donated. However, only that portion of full pay sick leave in excess of 160 hours may be donated. Transfers for employees who are absent due to an Emergency, as declared by the Board of Supervisors, are limited to current and deferred vacation hours.
- D. Transfers shall be allowed to cross departmental lines upon approval of the appointing authority, and/or, his/her designee in accordance with policies of the receiving departments.
- E. Transfers of full sick pay hours will not count as time used and will not adversely affect an employee's right to cash in sick leave hours as provided for under Article 12, Section 2 of this MOU.
- F. Transfers are irrevocable. If any donated hours remain at the end of the employee's catastrophic leave, they shall remain for the sole use of the recipient, except that if the employee dies the remaining 100% sick leave must be returned to the donor on a "last in first out basis."
- G. The total transfer credits received by an employee shall normally not exceed 1040 hours, however, donations in excess of 1040 hours may be considered and approved by the employee's appointing authority, or his/her designee.

- H. Upon approval of a request for donations, the appointing authority (or his/her designee) shall, at the employee's request, post a notice of the eligible employee's need for donations on departmental bulletin boards accessible to employees. Confidential medical information shall not be included in the notice.
- I. Donations shall be administered according to procedures established by the Auditor-Controller and Chief Executive Officer that are not in conflict with the provisions of this Article, and requested on a form prescribed. Signed approvals of the receiving and donating employees must be properly provided before a donation is processed.
- J. Nothing in this section shall be construed to modify the employment relationship between the County and the receiving employee; restrict County's management rights; nor modify existing County rules, policies or agreements regarding unpaid leave of absence or parental leave.

## ARTICLE 33     PENSION SAVINGS PLAN

### Section 1.     Purpose

The Pension Savings Plan (the "Plan") is a retirement plan for temporary and part time employees of the County of Los Angeles who are not eligible to participate in the Los Angeles County Employees Retirement Association. It is intended that the Plan qualify under IRC Sections 457 and 3121 as a benefit enhancement provided to employees in lieu of participation in the Social Security System.

### Section 2.     Plan Document

The parties mutually agree that the benefits provided by the Plan shall be those provided in Chapter 5.19 of the County of Los Angeles Code (the "Plan") and is fully incorporated by reference in this Article 33.

Section 3.      Operational Details

The parties further agree on the following matters which provide operational details concerning Plan operation, or are related to the Plan but are outside the scope of its provisions:

- A. The provisions of Chapter 5.19 are not subject to the Grievance Procedure set forth in Article 26 of this MOU,
- B. The County monthly contribution shall be 3 percent of compensation and the minimum monthly employee contribution shall be 4.5 percent of compensation.
- C. The Plan Administrative Committee (PAC) shall have responsibility for the operation and administration of the Plan and trust, and the members of the PAC shall be trustees subject to the fiduciary duties imposed on trustees under California law, including but not limited to the duties imposed by the Uniform Prudent Investors Act.
- D. The Plan shall be administered by the PAC, consisting of the Auditor-Controller, Chief Executive Officer, County Counsel, Treasurer and Tax Collector, a representative of Local 721, SEIU, and a representative of the Coalition of County Unions. Local 721, SEIU, and the Coalition of County Unions may each designate one named alternate member. Administrative costs will be charged against the account earnings, subject to limits set by Federal regulation. Policies and procedures will be established to minimize administrative costs. The PAC shall provide to each participant a periodic statement of account and information describing the benefits provided by the plan.
- E. To the extent that employees represented by SEIU Local 721 are impacted, the termination of the Plan or the amendment of any Plan provisions that are subject to negotiation shall be negotiated between the parties.
- F. In the event that the County is mandated by Federal or State law to re-enter the Social Security system during the term of the current Fringe Benefits Memorandum of Understanding, at the request of either party,

the parties agree to open negotiations within 45 days of such request regarding the impact of such mandate on the matching contributions of the employees represented by SEIU Local 721 to be covered by Social Security.

- G. In the event that applicable law is changed to require the Plan to be terminated or merged into another form of deferred compensation program during the term of the current Fringe Benefits Memorandum of Understanding, at the request of either party, the parties agree to open negotiations within 45 days of such request regarding the impact of such termination or merger on Plan participants who are employees represented by SEIU Local 721.

#### Section 4.

It is agreed between the parties that any conflict between this Article and the Plan provisions of the County Code be resolved in favor of the Memorandum of Understanding provisions.

#### ARTICLE 34    TERMINATION PAY

The parties agree to study and implement roll over of termination pay (time certificates) into a tax qualified plan by July 1, 2005.

In November 2004, the Termination Pay Pick Up Plan (TPP) was implemented to tax defer termination pay (time certificates). Effective May 31, 2006, the TPP ceased accepting new applications pending further IRS guidance.

Pending the outcome of the IRS guidance, management shall continue to work with the Union to have the TPP comply with the new regulations; otherwise, investigate alternatives for the tax deferral of termination pay.

#### ARTICLE 35    401(K) SAVINGS PLAN

Permanent County employees currently participating in or eligible to participate in the 401(k) Savings Plan shall continue to be eligible for and participate in said plan upon unit certification or accretion of their

classification into a Local 721 bargaining unit. Any and all future changes the County makes to the 401(k) Savings Plan for non-represented employees, shall be extended to and become part of said eligible or participating employee's 401(k) Savings Plan.

It is the intent of this Article to provide a "grandfathered" benefit to individual employees currently participating or eligible to participate in the 401(k) Savings Plan (Chapter 5.26 of the County Code) following unit certification or accretion of their class into a Local 721 Bargaining Unit.

Any employee subsequently hired, transferred, promoted, or who demotes into an accreted job classification, and/or whose class is in a newly certified unit shall not participate in the 401(k) Savings Plan. An employee, who was not otherwise previously eligible for or participated in the 401(k) Savings Plan, shall not become eligible to participate in the Plan based on the grandfathering provisions of this Article.

The "grandfathering" provisions apply on an individual employee basis and do not extend to job classifications.

Nothing in this Article changes the parties practice regarding the 401(k) Savings Plan for non-represented employees who voluntarily elect a change in their employment status to a represented bargaining unit.

The County shall not discriminate against employees, or otherwise restrict their participation in the 401(k) Savings Plan on the basis of their unit certification or accreted status as represented employees.

The parties agree that the exclusive management, control, and administration of the 401(k) Savings Plan shall be at the discretion of the County. Any current and future changes, modifications, or termination of the 401(k) Savings Plan shall be at the sole discretion of Management, subject to the County meeting and consulting with the Union prior to implementing any changes or termination of the 401(k) Savings Plan.

APPENDIX A

**SEIU Local 721 — County of Los Angeles  
Joint Labor Management  
Health Insurance Cost Mitigation, Goals, and Objectives  
Wellness and Health Insurance  
Cost Containment Strategic Action Plan**

**I. Guiding Principles**

- A.** Provide affordable, quality and comprehensive benefits that meet the diverse work-life needs of employees and their dependents.
- B.** Create a County-wide wellness and consumer-wise culture by promoting adoption of healthy lifestyles and the cost sensitive use of health care benefits as tools to help improve employee health, control health insurance costs, reduce employee absenteeism and associated costs and to improve employee morale and productivity.
- C.** Provide competitive and highly valued employee benefits designed to help attract and retain healthy employees.
- D.** Obtain outstanding market value (cost, benefits, access and quality) for all benefits offered to employees.
- E.** Improve the effectiveness of County-wide wellness and disease management, programs to be consistent with wellness and this cost mitigation strategy.
- F.** Make recommendations on policies and best practices to coordinate the development of Employee Wellness Programs on a County-wide and department level basis.

**II. Strategic Goals**

**A. *Measurably control costs and level off annual rate increases below average/normal cost trends***

1. The County and Local 721 will work collaboratively to limit annual HMO rate increases to less than normal/average cost trend.
2. Assure carrier administrative fees (profit, retention, etc.) are appropriate given actual claims expense and loss ratios.

**B. *Measurably reduce unnecessary health care utilization to levels below current Options levels and to levels that reflect a healthier population***

1. Reduce key utilization measures from current Options levels, including hospital and physician and prescription drug utilization.

Promotion of wellness and preventative office visits, urgent care and to the appropriate care should be encouraged to avoid unnecessary emergency care and hospital visits.

2. Measure the effect of these reductions on Options costs and annual rate increases.
3. Support cost effective clinical care, complex case and disease management programs that promotes better results in the most prevalent and costly chronic diseases and/or acute conditions.

**C. *Measurably improve employee health status to levels better than average for similar employee populations***

1. Increase employee participation in targeted wellness, risk reduction and disease management programs.

2. Track employee participation levels, lifestyle/behavior changes and clinical outcomes year over year.
3. Measure the effect of these programs on employee health status, Options utilization, cost and annual premium rates.

**D. *Measurably improve quality of care***

1. Hold carriers accountable for ongoing quality improvement related to critical processes and outcome measures and employee satisfaction.
2. Study and compare HMO/PPO “unit costs” and clinical quality outcomes to help obtain the most cost effective and efficient delivery of services.
3. Develop performance guarantees with the carriers tied to the above goals.

**E. *Evaluate alternative Health Plans***

Market current Health Plans to competitive bids via a Request for Proposal (RFP) process when determined to be necessary.

**F. *Implement a comprehensive year-round employee education and communication strategy that effectively engages employees in targeted wellness and disease management programs and that promotes positive employee lifestyle and behavior change.***

**G. *Evaluate and implement cost effective “Value Based” plan designs.***

**III. Short Term Objectives and Action Plan**

**A. *Data collection and reporting — Through the use of Health Plan specific planning and evaluation tools (specifically Executive Summary Analyses, Dash Boards and Action Plans):***

1. Identify and compare the most prevalent, fastest growing, and costly diseases/conditions and related risk factors for Options participants based on various measures of cost and utilization of services for each of the last two years.
2. Measure and compare Options specific utilization levels and costs over the last two years and identify cost trends and utilization patterns that are considered above average.
3. Benchmark past years and compare future clinical care outcomes, cost, utilization patterns, and employee participation levels yearly to develop cost, utilization, and participation measures to determine the effectiveness of disease management and wellness programs.
4. Measure carrier clinical quality and employee satisfaction improvement over the last three years through the use of CCHRI data and Options specific surveys. Also, measure provider specific performance against appropriate industry benchmarks.
5. Obtain and compare HMO unit costs and quality outcomes data to assess the cost and quality differences between HMO plans.
6. Incorporate County specific wellness clinical disease management outcomes measures into HMO performance standards.

## **B. Wellness and Disease Management**

1. Identify the availability of HMO/PPO Wellness, Risk Reduction and Disease Management Programs.
2. Implement “targeted” programs based on Options specific disease prevalence, related major risk factors and high cost areas of hospital, physician and prescription drug utilization.

3. Identify a) County b) Local 721 and c) HMO/PPO communication and incentive/reward resources that can be used to promote employee participation in and completion of Wellness and Disease Management Programs on a year-round basis.
4. Obtain written commitments from the carriers regarding their data reporting capabilities, financial and program resources in support of this strategy.
5. Prioritize, implement, coordinate and evaluate programs on an ongoing basis (see Data Collection and Reporting).
6. Investigate the new predictive modeling programs and other industry advancements that identify and avoid serious illness in advance.
7. Develop a Health Fair model that effectively engages employees in seeking appropriate follow-up care with their primary care physician and year-round wellness programs.

### **C. *Employee Education and Communication***

1. Develop a year-round coordinated carrier, County and Local 721 employee education and communication campaign that targets major cost drivers, that promotes employee participation in wellness and disease management programs and results in employee lifestyle and behavior change.

Education should also promote consumer-wise and cost sensitive use of healthcare services, including targeted communications at the key time for patient decisions and engagement.

**D. *Worksite Wellness Committees***

County management and departmental employees, including Local 721 representatives on worksite wellness committees, will work collaboratively in partnership to engage employees to participate in Employee Wellness Programs in order to improve their health status.

**E. *Evaluate and implement “Value Based” plan designs and evaluate affiliating with external Purchasing Alliances/Coalitions***

1. Identify potential plan design and funding alternatives that will help reduce unnecessary utilization and costs that incent members to use benefits in a more “consumer-wise” and cost effective manner.
2. Identify Value Based plan designs to encourage use of high-value care and reinforce positive employee behavior and lifestyle change, including compliance with appropriate prescription drugs for high cost care. Consider implementation of alternatives that have minimal impact on the employee’s out-of-pocket expenses and that avoids cost shifting to employees.
3. Plan design changes need to assure appropriate access to desired services County-wide.
4. Identify and pursue development of potential strategic alliances with purchasing coalitions that would add value to Options benefits as deemed useful.

**F. *High Performing Providers***

Have Options carriers identify high performing providers in efficiency and quality.

1. Work with the carriers to develop an education campaign to motivate patients to use these providers.
2. Depending upon the results of the education program, consider reinforcing the education with financial incentives.
3. Develop a joint approach with the carriers to manage the least effective providers.

**G. *Provider Contract Management***

1. Require that the County's carriers present and initiate a business plan for trend management through provider contracting.

Historical Footnote


Appendix A, negotiated during the 2003–2006 contract negotiations as a strategy to mitigate the upward spiraling cost of health insurance for employees, evolved into the “Cost Mitigation, Goals and Objectives” (CMGO’s) and have resulted in reduced costs during the annual rate renewal process.

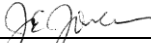
SIGNATURE PAGE

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

SEIU, LOCAL 721, CTW, CLC  
AUTHORIZED REPRESENTATIVE

COUNTY OF LOS ANGELES  
AUTHORIZED MANAGEMENT  
REPRESENTATIVE

By   
Bob Schoonover  
President  
SEIU, Local 721, CTW, CLC


By   
Sachi A. Hamai  
Chief Executive Officer

TO BE JOINTLY SUBMITTED TO COUNTY'S BOARD OF SUPERVISORS

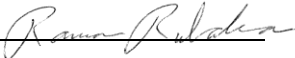
ADDITIONAL SIGNATURES

SEIU, LOCAL 721, CTW, CLC


COUNTY OF LOS ANGELES  
AUTHORIZED  
MANAGEMENT  
REPRESENTATIVE

By 


By \_\_\_\_\_

By 

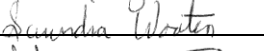
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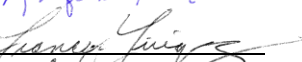
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FB 721 RW

ADDITIONAL SIGNATURES (Continued)

SEIU, LOCAL 721, CTW, CLC

By Paul S. Ramirez

By [Signature]

By [Signature]

By [Signature]

By Morris Griffin

By [Signature]

By [Signature]

By FRANK GUY

By [Signature]

By [Signature]

By [Signature]

By \_\_\_\_\_

TO BE SUBMITTED TO THE COUNTY'S BOARD OF SUPERVISORS

# **Benefits Resource Information Los Angeles County**

SEIU Local 721 has negotiated various health and welfare benefits for represented Los Angeles County workers. These County-sponsored benefits are governed by the Fringe Benefits Agreement.

## **RETIREMENT BENEFITS**

Permanent County workers receive a guaranteed retirement pension (known as defined benefit) from the Los Angeles County Employees Retirement Association (LACERA) retirement system. They are also eligible for supplemental retirement benefits from the Horizons deferred compensation and thrift plan. Temporary and part-time workers participate in the Pension Savings Plan.

LACERA	(800) 786-6464 <a href="http://www.lacera.com">www.lacera.com</a>
Horizons	(800) 947-0845 <a href="http://www.countyla.com">www.countyla.com</a>
Pension Savings Plan	(800) 947-0845 <a href="http://www.countyla.com">www.countyla.com</a>

## **MEDICAL AND DENTAL PLANS**

Medical and dental insurance plans are provided through the comprehensive Options flexible benefit program. Workers in Legacy Local 535 bargaining units are entitled to their former medical plans under the Union's contract "grandfather provision."

Options Hotline	(213) 388-9982 <a href="http://dhr.lacounty.info">http://dhr.lacounty.info</a>
Kaiser	(800) 464-4000 <a href="http://www.kp.org">www.kp.org</a>
UnitedHealthcare	(800) 367-2660 <a href="http://www.healthyatcola.com">www.healthyatcola.com</a>
Cigna	(800) 842-6635 <a href="https://my.cigna.com">https://my.cigna.com</a>
CAPE Blue Shield	(800) 487-3092 <a href="http://www.blueshieldca.com">www.blueshieldca.com</a>
Delta Dental	(888) 335-8227 <a href="http://www.deltadentalca.org">www.deltadentalca.org</a>
DentalCare	(800) 422-4234 <a href="http://www.deltadentalca.org">www.deltadentalca.org</a>
SafeGuard	(800) 880-1800 <a href="http://www.safeguard.net">www.safeguard.net</a>

## **LONG-TERM DISABILITY**

The LTD Plan provides a 60% income replacement benefit after a six-month qualifying period. The LTD Health Insurance, available under the Options program, pays your health insurance while off work on LTD.

Long-Term Disability	(213) 738-2143
Medical Coverage Protection / LTD Health Insurance	(213) 388-9982

### **LOCAL 721 VOLUNTARY BENEFIT PLANS**

Union-sponsored benefit plans are designed to supplement County plans or to extend benefit coverage to temporary and part-time County workers. Employee voluntary benefit plans offered through the SEIU Local 721 Benefits Trust include a **new chiropractic benefit**, and a **new vision plan option for Kaiser participants** (excludes an eye exam, therefore a lower premium), in addition to dental, vision, disability income, cancer and catastrophic, and custodial care insurance plans — **now with higher benefit maximums**. These benefits are administered by Zenith American Solutions, the Trust's third party administrator.

Zenith American Solutions                      (877) 802-9740  
www.zenith-american.com  
Username: SEIU  
Password: local721

### **UNIVERSAL LIFE INSURANCE (UNION LIFE)**

This voluntary benefit is offered during New Hire Open Enrollment. Payroll deductions appear on the employee's paycheck under the title "Union Life."

BenefitVision (Benefits Enrollment Center)  
(800) 499-9190



# Know Your Rights

## Contact Your Union Steward

As soon as you know or even suspect that you may have a problem, contact your Union Steward. He/She can assist you in protecting your rights as outlined below. If consulted early enough, your Union Steward may be able to advise you on how to avoid discipline altogether. If no Steward is available, contact the Member Connection at (877) 721-4-YOU (877-721-4968).

## Keep a Record

As a general practice, maintain a file with copies of all correspondence between you and your supervisor regarding your performance. If you do not normally keep such a file, one should be started, rather than waiting for the first hint of a disciplinary problem. Included should be memoranda between you and your supervisor, supervisory conferences noted, evaluations, general work orders or directives which impact your performance, etc. Any correspondence which indicates action to be taken by you should be annotated as to what action was taken and when. Also, you should keep notes or a diary of any interaction between you and your supervisor (i.e., conferences, counseling sessions, verbal instructions, etc.) including notes on when the interaction occurred, who, if anyone, witnessed it, and what, if any, follow-up action was taken by you or your supervisor. Remember, however, your job is to work, and you should not let record keeping interfere with your performance.

## Your Right to Representation

If you are called into a disciplinary or investigatory meeting by your supervisor or other management person, you have a right to representation. This right has been clearly set out by the courts (NLRB v. Weingarten; Civil Service Assn., Local 400 v. City & County of San Francisco) under the following conditions:

- You must reasonably believe that discipline may result from the meeting.
- You must request that a Union Steward be present.

If you are called to a meeting which you know to be or reasonably believe to be disciplinary in nature or could lead to disciplinary action against you, you should immediately notify management that you wish to have your Union Steward present and that you wish to consult with him/her prior to the meeting. If your Steward is not available, you have the right to delay the meeting until a Steward becomes available.

If you attend a meeting with management which subsequently becomes disciplinary, you have the right to call a halt to the meeting in order to get your Steward. Again, you have the right to consult with your Steward prior to resuming the meeting. You have the right to refuse to attend a disciplinary meeting or continue a meeting which has become disciplinary in nature **unless or until a Steward is present**. It is recommended, if management insists on your attendance, that you attend and notify management that you will listen but you will not make any statement or respond to any questions until you have your Union Steward present. Immediately following such a meeting, consult with your Steward.

It is illegal for management to discriminate against any member or shop steward because of union activity.

## Pre-Disciplinary or “Skelly” Rights

All permanent employees who have passed probation have a property interest in their jobs.

**Prior** to imposing a lengthy (more than 5 days) suspension, demotion, or a discharge, your employer **must** provide you due process. These are referred to as “Skelly” rights and are derived from the California Supreme Court decision in *Skelly v. State Personnel Board*. This decision requires that you be given:

- Written notice of the proposed action.
- Reasons for the proposed discipline.
- A copy of the charges and the material upon which they are based (this should include copies of any rules or regulations which are alleged to have been violated and any documentation which support the charges). You have the right to copies of all materials used to support proposed discipline. (Usually these materials are at Human Resources and are not automatically given to the employee.)
- An opportunity to respond, either orally or in writing, to the authority imposing the discipline.

The “Skelly” procedure provides an opportunity for you to refute charges or clarify circumstances and may result in the modification or withdrawal of proposed discipline, but as with any disciplinary procedure, it presents hazards, so your Union should be involved from the start. In some departments, you will be called to a meeting to be presented with the notice of proposed discipline, charges, and documentation. Your Union should be present to insure that the charges are clear and that all of the documentation is made available.

For suspensions of 5 days or fewer, employee must file a grievance within 10 days of receiving the letter of suspension. The employee should request copies of all materials used to support the suspension. It is recommended that the union representative and the employee meet with management to formally deny charges and identify supporting documentation.

## **Discipline and Appeal**

If, following the “Skelly” procedure, management decides to proceed with disciplinary action, you must be given formal notice in writing. Notice must include the exact nature and date of implementation of the discipline, the reason(s) for the discipline, and notice of your right to appeal. A copy of the notice must be filed with the Civil Service Commission. There are time limits to file an appeal. If you are a Union member and desire representation at the Civil Service Commission, call your Union Member Connection immediately at (877) 721-4-YOU — **do not wait until the last day.**

## **Personnel Files**

There is only one official Personnel File for any employee and you have a legal right to inspect and review it (established in State Labor Law and in your MOU).

You are entitled to a copy of any document that you are requested to sign.

You have the right to ask that warnings and reprimands be removed from your personnel file if they are not part of the permanent record (reference in a performance evaluation or formal disciplinary document such as a suspension or reduction, etc.) Warnings and reprimands may be removed after two (2) years. (Please refer to the Personnel Files Article in your contract for more information.)

You also have the right to request that positive materials reflecting your employment be placed in your personnel file. These may include commendations letter, grams, certificates, copies of licenses, etc.

Grievances, A.P.s, notes from one person to another written about you but not to you — none of these belong in your personnel file. Notes which exist only in your supervisor's conference folder cannot be used against you as evidence at the Civil Service Commission; such issues must be addressed in documented form in your official personnel file. If the employee does file a grievance within the designated time limits, said document shall not be placed in the official file nor reference in a Performance Evaluation or Appraisal of Promotability until the grievance procedure or civil service appeal rights have been exhausted.

## **Performance Evaluations**

You have the right to a timely Performance Evaluation (Civil Service Rule 20 says at least one per year). It should reflect your **true** and documented performance **during** the rating period. It may not include comments regarding anything either before or after the specific rating period and it may not mention anything negative that was not already addressed to you during the rating period.

Properly used 100% sick time cannot be referenced.

Failure to complete all workload requirements **may not be referenced if your MOU has caseload or workload protections which have been violated and grieved unless workload standards have been negotiated.**

## **Safe and Healthful Work**

It is your right to work in a safe and healthy work environment. It is your employer's responsibility to provide a safe and healthy place to work and to establish practices that take the safety and health of yourself and others into account.

Your Memorandum of Understanding contains a Safety and Health Article that states it is the mutual responsibility of employees (and their Union) and management to identify and resolve unsafe or unhealthful conditions and practices as quickly as possible.

Contact your Union Steward or Union Representative immediately if you find management inattentive to a dangerous or potentially dangerous situation. A grievance or other form of intervention may be required. You are not required to perform an unsafe work assignment.

## **Garnished Wages**

Your wages are subject to garnishment only if someone has won a judgment against you in court (or you owe back taxes or family support) and you have not yet paid the judgment.

Both federal and state laws limit the amount that a garnishment can take from any given paycheck. Usually 25% is the most that can be taken out of your take-home pay. You may reduce the amount taken by showing that you and/or your family need more than 75% of your earnings to live on. (Your employer must give you a form that tells you how to apply for special treatment.)

Remember — You cannot be discharged or disciplined because of a garnishment.

## **Additional Responsibilities/Out of Class Bonus**

You have a right to be assigned duties consistent with your class spec. If you are performing duties above your class spec, you may qualify for additional responsibilities bonus or out of class.

## **Voting Rights**

Under both California law (Elections Code § 14000) and Los Angeles City law (Elections Code § 7), all employees (including Los Angeles County employees) are entitled to time off for voting under certain conditions.

Those conditions include the following: the employee must show s/he does not have sufficient time to vote outside working hours. The employee may take off however much time s/he needs to vote, **but only two hours of that time will be paid.** Finally, the employee must notify his/her supervisor of his/her intention to take time off to vote on the third working day prior to the day of the election.

This right applies to all statewide and Los Angeles citywide elections, including primary, general, and special elections.

## **FMLA**

Management may not discriminate against you for exercising your rights under the Family and Medical Leave Act.

For further information, we suggest you contact the Member Connection at (877) 721-4-YOU.

## **Injured Workers' Rights**

As a County employee, you are entitled to various benefits whether you are injured on the job or off the job.

Workers' Compensation benefits apply to on-the-job injuries and can include payment of temporary disability benefits, permanent disability benefits, the payment of past or future medical treatment, and vocational rehabilitation.

If you experience injuries, either on or off the job, which permanently disable you from performing your job duties, you may be entitled to a disability pension from Retirement Plans A, B, C, D, or G.

We work closely with attorneys who are experts in the areas of Personal Injury, Workers' Compensation, and Disability Retirement matters.

Discrimination based on a work injury is illegal.

## **Workers' Compensation Referral**

Fensten & Gelber  
801 South Figueroa Street, Suite 350  
Los Angeles, CA 90017  
Phone: (213) 488-0660  
Fax: (213) 488-0993  
Contact: Bruce Gelber

Lewis, Marenstein, Wicke & Sherwin\*  
20750 Ventura Blvd, Suite 400  
Woodland Hills, CA 91364  
Phone: (818) 703-6000  
Fax: (818) 703-0200  
Contact: Tom Wicke

Gordon, Edelstein, Krepack, Grant, Felton & Goldstein  
3580 Wilshire Boulevard, Suite 1800  
Los Angeles, CA 90010  
Phone: (213) 739-7000  
Fax: (213) 386-1671  
Contact: Roger Gordon

\*Also provides LACERA disability retirement legal services

# **Bargaining Unit 211**

**October 1, 2015, through September 30, 2018**



**SEIU Local 721**

**1545 Wilshire Blvd Ste 100**

**Los Angeles CA 90017-4510**

**Questions? Call the Member Connection:**

**(877) 721-4YOU**

**(4968)**

**[www.seiu721.org](http://www.seiu721.org)**