

MEMORANDUM OF UNDERSTANDING  
FOR JOINT SUBMISSION  
TO BOARD OF SUPERVISORS  
REGARDING THE  
PHYSICIAN ASSISTANTS AND SENIOR PHYSICIAN ASSISTANTS

THIS MEMORANDUM OF UNDERSTANDING made and entered into this 3<sup>rd</sup> day of  
May, 2016,

BY AND BETWEEN

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

AND

American Federation of State, County, and  
Municipal Employees Council 36, Local 1271  
(hereinafter referred to as "AFSCME Local  
1271" or "Union").

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ARTICLE 1            RECOGNITION

Pursuant to the provisions of the Employee Relations Ordinance of the County of Los Angeles and applicable State law, AFSCME Council 36 was certified on March 22, 2010 by the County Employee Relations Commission (Employee Relations Commission File No. CP 01-10) as the majority representative of County employees in the Physician Assistant/Senior Physician Assistant Unit (hereinafter "unit"). Management hereby recognizes AFSCME Local 1271 as the certified majority representative of the employees in said unit. The term "employee" or "employees" as used herein shall refer only to employees employed by County in said Unit as Physician Assistants (Item number 5047) and Senior Physician Assistants (Item number 5051).

ARTICLE 2            NON-DISCRIMINATION

The parties mutually recognize and agree fully to protect the rights of all employees covered hereby to join and participate in the activities of AFSCME, Local 1271 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 handicapped status or other non-merit factors as defined by Civil Service Rule 25.

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

ARTICLE 3            IMPLEMENTATION

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

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

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

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

ARTICLE 4      TERM

The term of this Memorandum of Understanding shall commence on the date 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, 2013. This Memorandum of Understanding shall expire and otherwise be fully terminated at 12:00 midnight on September 30, 2018.



ARTICLE 5            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 1, through May 31, 2018, its written request to commence negotiations as well as its full and entire written proposals for such successor Memorandum of Understanding.

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

ARTICLE 6            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 in which the employee is specifically named, by a person or entity other than County in a court of competent jurisdiction, on account of any act or omission occurring within the course and scope of his/her employment as an employee of County pursuant to Government Code Section 825 *et seq.*

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

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

ARTICLE 7            GRIEVANCE PROCEDURESection 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 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 the employee and his/her immediate supervisor.
  
3.        "Days" means calendar days exclusive of Saturdays, Sundays, and legal holidays.

Section 3.            Responsibilities

1. The immediate supervisor will, upon request of an employee, discuss the employee's complaint with him/her at a mutually satisfactory time. The union agrees to encourage an employee, who files a formal written grievance, to state clearly and concisely the specific action(s) being grieved, the article(s) violated and the specific remedy requested.
  
2. Departmental Management has the responsibility to:
  - A. Inform an employee of any limitation of the department's authority to fully resolve the grievance; and
  
  - B. Supply the employee with the necessary information to process his/her grievance to the proper agency or authority.

Section 4.            Waivers and Time Limits

1. Failure by Management to reply to the employee's grievance within the time limits specified automatically grants to the employee the right to process the grievance to the next level.
  
2. Any level of review, or any time limits established in this Article may be waived or extended by mutual agreement confirmed in writing.

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

Section 5.            General Provisions

1. An employee involved in the processing of his/her grievance may do so without loss of compensation provided that he/she accomplishes all phases of preparation and presentation in a reasonable and expeditious manner.
2. An employee has the right to the assistance of a representative in the preparation of his/her written grievance, and to represent him/her in formal grievance meetings.
3. Only County employees in this Unit or authorized AFSCME Local 1271 representatives as specified in Article 31, AFSCME Representative Work Access, may be selected by an employee to represent him/her in formal grievance meetings.
4. A County employee selected as a representative in a grievance is required to obtain the permission of his/her immediate supervisor to absent himself/herself from his/her duties to attend a grievance meeting.

5. A County employee selected as a representative in a grievance shall not receive compensation from Los Angeles County for any time spent investigating or processing the grievance unless the employee's name is supplied to Management as required in Article 24, AFSCME Local 1271 Stewards/Officers.
6. If the employee elects to be represented by any person in a formal grievance meeting, the department may designate a Management representative to be present at such meeting.
7. The AFSCME Local 1271 has the right to be present at any formal grievance meeting concerning a grievance that directly involves the interpretation or application of the specific terms and provisions of this Memorandum of Understanding.
8. An employee may present his/her grievance to Management on County time. In scheduling the time, place and duration of any grievance meeting, both the employee and Management will give due consideration to the duties each has in the essential operations of the department. No employee shall lose his/her rights because of Management imposed limitations in scheduling meetings.

Section 6.            Procedure

1. Informal Complaint:
  - a. Within ten (10) business days from the occurrence of the matter on which

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

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

2. Grievance:

Step 1- First Level Management:

A. Within ten (10) business days from receipt or failure to receive his/her supervisor's decision, an employee, not satisfied, may file a formal written grievance. Three copies of the departmental grievance form shall be completed by the employee stating the nature of the grievance and the remedy he/she requests from his/her departmental Management. The employee shall submit two copies to the first level Management representative and retain the third copy.

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

Step 2- Middle Level Management:

- A. Within ten (10) business days from his/her receipt of the written decision at level one and using the returned original copy of the grievance form, the employee may appeal to the middle level Management representative. The middle level Management representative shall meet with the first level Management representative and the employee before a decision is reached by him/her.
- B. Within ten (10) business days from receipt of the grievance, the middle level Management representative shall give a written decision to the employee using the original copy of the grievance.

Step 3- Upper Level Management:

- A. Within ten (10) business days from the receipt of the decision at level two, the employee may appeal to the upper level Management representative using the original copy of the grievance.
- B. Within ten (10) business days from the receipt of the employee's grievance, the upper level Management representative who has not been involved in the grievance in prior levels shall make a thorough review of the grievance and meet with the parties involved. He/she shall then render a written decision to the employee within ten (10) business days of the holding of the meeting.
- C. If the upper level Management representative fails to give a decision at the



third level within the specified time limits, AFSCME Local 1271 shall have the option of referring a grievance alleging a violation of the negotiated agreement between the parties to arbitration.

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

Section 7.            Arbitration

1. Within ten (10) business days from the receipt of the written decision of the upper level Management representative, AFSCME Local 1271 may request that the grievance be submitted to arbitration as provided for hereinafter.
  
2. Only those grievances which directly concern or involve the interpretation or application of the specific terms and provisions of this Memorandum of Understanding may be submitted to arbitration hereunder. In no event shall such arbitration extend to:
  - A. The interpretation, application, merits, or legality of any state or local law or ordinance, including specifically all ordinances adopted by County's Board of Supervisors; unless the arbitrator, in his/her discretion, finds it necessary to interpret or apply such state or local law in order to resolve the grievance which has been submitted to the arbitrator.

- B. The interpretation, application, merits, or legality of any or all of the County of Los Angeles Civil Service Commission Rules, nor matters under the jurisdiction of 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, discharge, reductions, and discrimination; nor
  - C. The interpretation, application, merits, or legality of the rules or regulations of the Department Head, the Chief Executive Office, or any other County Department, agency, or commission, unless the arbitrator, in his/her discretion, finds it necessary to interpret or apply such rules or regulations in order to resolve the grievance which has been submitted to the arbitrator.
  - D. Grievances on competent or better performance evaluations which do not meet the guidelines set forth at the Employee Relations Commission meeting of December 19, 1986.
3. In the event AFSCME Local 1271 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 Office of Human Resources, Chief Executive Office and to the County Department Head or Officer affected, which written request shall:

- A. Set forth the specific issue or issues still unresolved through the grievance procedure and which are to be submitted to arbitration.
  
- B. The parties shall select an arbitrator by mutual agreement and recommend to the Employee Relations Commission that the individual be appointed for the purpose of conducting the arbitration proceeding. In the event the parties cannot agree on a choice within thirty (30) working days from date of receipt of the request for arbitration, the parties shall request that the Employee Relations Commission provide them with panel of five arbitrators. Upon receipt of the Employee Relations Commission panel, the parties shall alternately strike one name each from the panel and the last name left will be appointed as the arbitrator in the case by the Employee Relations Commission.
  
- C. Arbitration procedures conducted under the authority of this Article shall be held at an appropriate location in the County Hall of Administration except when another location is mutually agreed upon by the parties to the case.

4. Arbitration of grievances hereunder will be limited to the formal grievances as originally filed by the employee to the extent that said grievance has not been satisfactorily resolved. Arbitration hereunder shall be conducted in accordance with applicable rules and procedures adopted or specified by County's Employee Relations Commission, unless the parties hereto mutually agree to other rules or procedures for the conduct of such arbitration. The fees and expenses of the arbitrator shall be shared equally by the parties involved, it being understood and agreed that all other expenses including, but not limited to, fees for witnesses, transcripts, and similar costs incurred by the parties during such arbitration, will be the responsibility of the individual party involved.
5. Prior to a hearing by an arbitrator, a representative of the County and AFSCME Local 1271 shall meet and prepare a submission statement setting forth the issue(s) to be determined which shall be submitted to the arbitrator. In the event the County and AFSCME Local 1271 cannot jointly agree on a submission statement, then at the hearing, each party shall present to the arbitrator, its own submission statement in which case the arbitrator shall determine the issue(s) to be resolved.
6. The decision of an arbitrator resulting from any arbitration of grievances hereunder shall not add to, subtract from, or otherwise modify the terms and conditions of this Memorandum of Understanding.

7. The decision of the arbitrator shall be binding upon AFSCME Local 1271. To the extent the decision and award of the arbitrator does not require legislative action by the Board of Supervisors, such decision and award shall be binding upon the County. If within sixty (60) days of receiving notice of a decision and award requiring legislative action by the Board of Supervisors, such legislative action is not taken, the arbitrator's decision and award shall have no force or effect whatsoever. AFSCME Local 1271 may then resort to a court of competent jurisdiction to pursue whatever other legal remedies are available to it under the provisions of this Memorandum of Understanding.
8. A written decision of an arbitrator resulting from the arbitration of a grievance under the following Articles shall be entirely advisory in nature and shall not be binding upon any of the parties:

Recognition

Implementation

Term

Renegotiation

Equal Opportunity

Safety

Payroll Deductions and Dues

Authorized Agents

Provisions of Law

Clinical Supervision

ARTICLE 8            GRIEVANCE GENERAL-IN-CHARACTER

In order to provide an effective mechanism whereby disagreements between the AFSCME Local 1271 and Management concerning the interpretation or application of any of the provisions of this Memorandum of Understanding affecting the rights of the parties or the working conditions of a significantly large number of employees in the unit may be effectively resolved, the following procedures are agreed upon.

- A.     Within thirty (30) business days from the occurrence of the matter on which a complaint is based or within thirty (30) business days from its knowledge of such occurrence, where AFSCME Local 1271 has reason to believe that Management is not correctly interpreting or applying any of the provisions of this Memorandum of Understanding, AFSCME Local 1271 may request in writing that a meeting be held with the authorized representatives of the County who have authority to make effective recommendations for the resolution of the matter with copies to the Department Heads involved and to the Chief Executive Officer. Such written request shall set forth in detail the facts giving rise to the request for the meeting and shall set forth the proposed resolution sought.

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

- B. Within ten (10) business days of such meeting, and in the event the matter is not satisfactorily resolved, AFSCME Local 1271 shall have the right to meet with the principal representative(s) of the County who have authority to resolve the matter. For purposes of this provision, Management's principal representative(s) shall mean the County Department Heads who have the 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 provided in (B) above, if the matter is not satisfactorily resolved, and if the disagreement meets the requirements of Section 7, Subsection 2 of Article 7, the disagreement may be submitted to arbitration in accordance with the provisions of Section 7 of Article 7 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 7 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 Procedure set forth in Article 7 hereof.

ARTICLE 9            EXPEDITED ARBITRATION

1. This is an alternate to the procedure set forth in Section 7, Arbitration, of Article 7, Grievance Procedure and will only be utilized upon mutual written agreement of the parties.
  
2. A joint submission statement setting forth the issue(s) to be determined will be prepared prior to the hearing by an arbitrator. If the parties cannot agree to a submission statement, the expedited arbitration procedure will not be utilized.
  
3. Only those grievances which directly concern or involve the interpretation or application of the specific terms and provisions of this Memorandum of Understanding may be submitted to arbitration hereunder. In no event shall such arbitration extend to:
  - A. The interpretation, application, merits, or legality of any state or local law or ordinance, including specifically all ordinances adopted by County's Board of Supervisors; unless the arbitrator, in his discretion, finds it necessary to interpret or apply such state or local law in order to resolve the grievance which has been submitted to the arbitrator.



- B. The interpretation, application, merits, or legality of any or all of the County of Los Angeles Civil Service Rules, nor matters under the jurisdiction of the Civil Service Commission for which said Commission has established procedures or processes by which employees or employee organizations may appeal to, or request review by, said Civil Service Commission, including, but not limited to, discharges, reductions, and discrimination; nor
  
  - C. The interpretation, application, merits or legality of the rules or regulations of the Department Head, the Chief Executive Officer, or any other County department, agency, or commission, unless the arbitrator, in his discretion, finds it necessary to interpret or apply such rules or regulations in order to resolve the grievance which has been submitted to the arbitrator.
4. The parties shall select an arbitrator from the panel of arbitrators previously agreed to by the parties and established for the purpose of conducting expedited arbitration proceedings:
- A. The arbitrator will be compensated at the contracted for flat daily rate. The cost of the arbitrator shall be borne equally by the parties. In addition, each party shall pay for all fees and expenses incurred by that party on its behalf, including but not limited to witness fees.

- B. The parties agree that 1) no stenographic record of the hearing will be made, 2) there will be no representation by counsel, and 3) there will be no post hearing briefs.
5. The arbitrator selected shall hear the grievance(s) within ten (10) working days of his selection, and may hear multiple cases during the course of the day. However, six (6) hours of hearings will constitute one day.
  6. Arbitration of a grievance hereunder shall be limited to the formal grievance as originally filed by the employee to the extent that said grievance has not been satisfactorily resolved.
  7. The arbitrator shall issue a "bench" decision at the conclusion of the parties' testimony. Only by mutual agreement of the parties and the arbitrator will a written decision be issued.
  8. The decision of an arbitrator resulting from any arbitration of grievances hereunder shall not add to, subtract from, or otherwise modify the terms and conditions of this Memorandum of Understanding.
  9. The decision of the arbitrator shall be binding upon the Union. To the extent the decision and award of the arbitrator does not require legislative action by the Board of Supervisors, such decision and award shall be binding upon the

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

10. Election of this binding forum shall constitute 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.

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

- Recognition
- Non-Discrimination
- Implementation
- Term
- Renegotiation
- Safety and Health
- Payroll Deductions and Dues
- Leaves of Absence
- Authorized Agents
- Provisions of Law

ARTICLE 10            PROVISIONS OF LAW

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

ARTICLE 11ALTERNATIVES TO LAYOFFSSection 1. Board Policy on Workforce Reductions

It is the intent of the parties that during the term of this MOU to comply with the June 21 and April 4, 1995, Board Policy on workforce reductions. If the County determines that workforce reductions are necessary, it will reduce to the greatest extent feasible the planned number of County personnel to be demoted or laid off by:

- a) discontinuing non-County contracted temporary personnel (Government Code Section 31000 et. seq.) who perform functions comparable to County positions subject to demotion or layoff, and
- b) take other action appropriate to mitigate the adverse impact of 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.

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. Enhanced Voluntary Time-Off

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

Section 4. Notice Provisions for Layoffs and Demotions

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

ARTICLE 12

AUTHORIZED AGENTS

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

- A. Management's principal authorized agent shall be County's Chief Executive Officer or his duly authorized representative (Address: 500 W. Temple Street, RM 774-A, Los Angeles, California 90012; Telephone: (213) 974-1715), except where a particular Management representative is specifically designated in connection with the performance of a specified function or obligation set forth herein.
  
- B. AFSCME, Local 1271 principal authorized agent shall be: Executive Board, AFSCME, Local 1271, AFL-CIO (address: 514 S. Shatto Place, Los Angeles, CA 90020, Telephone: (213) 487-9887).

ARTICLE 13      OVERTIMESection 1.      Compensation

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

- A. The County will pay overtime for all hours worked in excess of forty (40) 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 work week 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 (1 ½) times his/her regular rate of pay. Regular rate of pay shall be calculated as provided for by the Fair Labor Standards Act.

- B. With the approval of departmental management, an employee in the bargaining unit may elect to accrue up to forty (40) hours of FLSA overtime on the books to be used as compensatory time off in lieu of pay at the rate of one and one-half (1 ½) hours for each hour of overtime worked. Time "on the books" may be taken as time off, subject to management approval, or may be converted to pay. An employee electing payment for any portion of his or her CTO accrual balance



may submit a request and, within forty-five (45) days of that request, shall be paid at the rate of pay then in effect for the employee. Accrued compensatory time shall be paid prior to any promotions.

An employee who wants to use his/her accumulated compensatory time must submit a written request ten (10) working days in advance of the dates for which time off is desired. Such accumulated compensatory time may be taken off subject to staffing requirements and with prior written approval by departmental management. With prior approval of departmental management, accumulated compensatory time not used during the calendar year in which it is earned may be carried over one (1) additional calendar year during which it must be taken. Compensatory time not used within the above period shall be paid to the employee at the straight time rate rather than lost.

Management may direct an employee to use his/her excess accumulated time provided the employee is given ten (10) working days' notice. At the discretion of management, an employee may be paid for a portion or all of his/her CTO at any time.

Employees may not accrue overtime hours which are worked during a Board of Supervisors, State, or Federally declared emergency and/or disaster periods, unless management approves the accrual of such overtime hours.

Section 2.            Savings Clause

If, during the term of this agreement, the Fair Labor Standards Act is delayed by law or is determined not to be applicable to all or any classification of public employees or public agencies through legislation, regulation, or court decision, the overtime provisions of the 1983-85 AFSCME Local 119 MOU shall be reincorporated into this MOU and applied in this Unit and any contrary language shall be deleted subsequent to the effective date of such action.

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.

Section 4.            Management Authority

It is agreed and understood that nothing herein is intended to limit or restrict the authority of management to require any employee to perform overtime work, and it is further agreed that overtime will be ordered and worked only when required to meet the County's public service obligations.

## ARTICLE 14      WORK SCHEDULES

Nothing herein shall be construed as a guarantee of a minimum number of hours of work per day or per week, or of days of work per week. Nothing herein shall be construed to modify in any manner whatsoever a workday or workweek as defined by Chapter 6.12 of the Los Angeles County Code.

### Section 1.    Work Shift

Employees shall be scheduled to work on regular work shifts having regular starting and quitting times. Except for emergencies (See Section 6), employee's work schedules shall not be changed without at least ten (10) working days written notice to the employee before the change is to be implemented. "Written notice" means a personal e-mail notification; making changes on the schedule alone does not constitute notification to the employee. Irregular work schedules shall not be changed without notice to the employee at least ten (10) working days prior to the date the change is to be effective.

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

### Section 2.    Workweek

For the purposes of computing overtime, the workweek for employees in this unit is forty (40) hours of work in a seven (7) consecutive day period as defined by management.

The normal workweek shall be five (5) consecutive workdays and two days of rest in a seven (7) consecutive day period except as provided in Section 5.

Section 3. Rest Periods

- A. Each eight (8) hour shift shall include two (2) fifteen (15) minute rest periods, scheduled according to the needs of the unit. This is exclusive of at least a thirty (30) minute lunch period.
  
- B. For other than eight (8) hour shifts, an employee is entitled to a fifteen (15) minute paid rest for each four (4) hours of scheduled work time.

Section 4. Workday

For full-time employees, eight (8) hours shall constitute a regular workday, unless a flextime work schedule has been arranged pursuant to Section 7.

Section 5.

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

Section 6. Emergencies

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

extend beyond the period of such emergency, with Management making every reasonable effort to resolve the emergency conditions. An emergency condition is herein defined as an unforeseen happening requiring prompt action.

#### Section 7. Flexible Working Hours

Nothing herein shall preclude Management from establishing flextime work schedules when the needs of the service permit. Upon request, a Unit member may be permitted a flextime schedule as mutually agreed upon by the employee and Management.

No facility is obliged to offer the following alternative work schedules. These are provided solely as examples of those currently in use in the County.

1. Four ten-hour workdays per week (4/40).
2. Eight nine-hour workdays and one eight-hour workday per two week period, allowing an additional day off every other week (9/80).
3. Employees work two twelve-hour shifts and two eight-hour shifts per week.
4. Employees work four twelve-hour shifts in one week, and accrue twelve hours compensatory time. For the next three weeks, they work three twelve-hour workdays per week and use four hours of compensatory time each week.

ARTICLE 15      TRANSFERSSection 1.    Definition

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

Section 2.    Voluntary Transfers within the Department of Health Services

PAs and Senior PAs who wish to transfer to a work location within the Department of Health Services may submit a written request to the Personnel Officer of that Department and have his/her name placed on a list to be kept by the Department for twelve (12) months from the date of receipt. It is understood that the request is for an available, vacant position in the same classification. The Department will consider the request when filling vacancies.

Before seeking candidates from promotional lists or new hires Management agrees to give serious consideration to each transfer request for equal level positions to employees who have the requisite skills/competencies and acceptance by the physician under whose license the Physician Assistant will work. Management will consider factors such as the employee's seniority, experience, academic training, professional skills and geographical location in making transfer decisions. The submission of a request to transfer to another work location does not obligate the employee to accept any actual offer of employment at that location. Further, the Department is not obligated

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

When, by virtue of hardship, Management is unable to grant a timely release for the lateral transfer of the employee, there shall be an attempt to negotiate a mutually agreed upon release date by/between the releasing/receiving managers and the affected employee.

### Section 3. Management-Initiated Transfers within Health Services

It is understood that transfers are not disciplinary actions. It does not reflect negatively on the performance of an employee who is the subject of a management initiated transfer.

In the case of a management-initiated transfer of an employee that is based upon the needs of the service, management shall give at least ten (10) business days written notice to the affected employee, unless an emergent situation necessitates immediate transfer. In the case of an emergent situation, the transfer of the employee will continue only for the duration of the emergency.

When the demands of the service require that an employee be transferred, the selection of the employee transferred shall be based upon the needs of the operation, and/or based upon skills and competencies. In the selection process, Management will, in the

following order: First, consider all transfer requests previously received; Second, request volunteers; and Third, consider transfers on the basis of inverse County seniority. It is recognized that the needs of the service might mandate a selection outside of these criteria.

Section 4. Reassignment within the Department of Health Services

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

Section 5. Other departments

Current practices within other departments that use Physician Assistants, such as Sheriff's and Coroner, shall be controlling.



ARTICLE 16      HEALTH AND SAFETY

Section 1.    Parties' Responsibilities

- A. Management and the Union mutually agree that safety and health conditions in employment in the County of Los Angeles are subject to the provisions of the Occupational Safety and Health Act of 1970 and the California Occupational Health Act of 1973, the Joint Commission and California Code of Regulations, where applicable.
- B. It is the intent of Management to make every reasonable effort to provide and maintain a safe and healthy place of employment. The Union shall cooperate by encouraging all employees to perform their work in a safe manner. It is the duty of all employees in the course of performing their regularly assigned duties to be alert to unsafe and/or unhealthy practices, equipment, and conditions and/or to report any such unsafe and/or unhealthy practices, equipment or conditions to their immediate supervisors.
- C. Safety Procedures
1. Management will provide personal protective equipment (PPE) appropriate to the unit service or department and consistent with the County's safety standards.

2. Employees are advised to notify their supervisors of any and all incidents involving injury or illness.
  
3. Management shall provide security at clinics whose hours extend past sunset while employees are on duty.

D. If a hazardous or unsafe condition cannot be satisfactorily remedied by the immediate supervisor, the employee or his/her representative may submit the matter to the local facility safety officer or the Department Safety Officer, if there is no local safety officer. The names, locations and phone numbers of the local safety officer and the departmental safety officer shall be posted in each facility adjacent to Cal OSHA notices. The safety officer will respond within five (5) business days. If the employee or his/her representative is not satisfied with the response of the Safety Officer, the Union may consult with the Risk Management Branch of the CEO or designee. A representative of such branch shall respond to the Department Head and the Union within ten (10) business days. If the Union is not satisfied with the response of the Risk Management Branch of the CEO or designee, the issue may be taken within ten (10) business days to arbitration as set forth in Article 7, Grievance Procedure. During these ten (10) business days, consultation between the Department Head and the Union will take place, as an attempt to remedy the complaint.

- E. Employees in DHS who have been exposed to a communicable disease will be informed within five (5) business days once the County receives confirmed notice of the communicable disease. Existing facility/departmental Infection Control policies are to be followed as appropriate.

Section 2.            First Aid

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

Section 3.            DHS Committees

- A. Where health/safety committees exist in the Department of Health Services and PAs are assigned at that facility, Physician Assistant representation shall be granted. Local 1271 will select one (1) PA to serve on the committee. Meeting 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.
- B. Local 1271 may recommend a maximum of one (1) PA to serve on the Infection Control Committees where such committees exist in the Department of Health Services. Meeting 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.

Section 4.            Blood Borne Pathogen Exposure

- A. Employees in this Unit who are at risk of direct exposure to blood or blood contaminated body fluids shall be entitled to receive Hepatitis B vaccine at no cost. Management shall provide periodic education to ensure implementation of universal precautions as recommended by Centers for Disease Control and Prevention (CDC).
- B. Employees requiring information regarding blood borne pathogen exposure or related issues may reference/contact any of the facility/department resources: infection control policies and procedures, infection control coordinator, employee/occupational health services, Los Angeles County Department of Public Health, and the Center for Disease Control and Prevention at telephone number 1 (888) 232-3228 or website at [www.cdc.gov](http://www.cdc.gov).
- C. Management will provide members of this bargaining unit access to departmental and facility policies delineating the actions to be taken in the event an employee is exposed to a communicable disease or hazardous substance on the job.

Section 5.            Critical Incidents Response

PAs will have access to crisis intervention through Department of Mental Health (213) 738-4431, Employee Assistance Program (213) 738-4200 or Employee Support Services (Sheriff's Department, (213) 738-3500) after experiencing a traumatic event during the course of employment.

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

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

The Department of Health Services has established a Decontamination Response Plan for a variety of disasters. The Department shall notify the union within 60 days of any changes to the plan that significantly affect working conditions in non-disaster situations. The Department shall provide information and all medically necessary treatments in the event of public health disasters, including but not limited to decontamination service and prophylaxis to affected employees.

ARTICLE 17

PARKING

Management will continue to make reasonable efforts to provide free parking at those facilities that have parking for employees who regularly find it necessary to use their own vehicle for transportation to their work location.

ARTICLE 18SPECIAL PAY PRACTICESSection 1. Evening and Night Shift Differential

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

The evening shift differential shall be \$1.00 per hour bonus, and the night shift differential shall be \$1.25 per hour bonus for each hour worked during such shifts.

Effective October 1, 2017, the evening shift differential shall be \$1.05 per hour bonus, and the night shift differential shall be \$1.31 per hour bonus for each hour worked during such shifts.

Section 2. Standby

- A. Persons employed in full-time permanent positions who are assigned to standby service at off-duty times as defined in County Code Section 6.10.120 may receive a bonus of \$1.00 per hour, not to exceed \$200.00 per month.

Effective October 1, 2017, said bonus shall be \$1.05 per hour, not to exceed \$200.00 per month.

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

Section 3.            Sheriff's Department Physician Assistants

Effective on the date the Board of Supervisors approves this MOU, any person in this bargaining unit who is employed by the L.A. County Sheriff's Department, Medical Services Bureau, in a permanent, full-time position and who is permanently assigned to work within a Sheriff's Custody facility, will be provided a 5.5% bonus.

Upon the integration of the L.A. County Sheriff's Department, Medical Services Bureau, into the Department of Health Services, qualifying persons in this bargaining unit permanently assigned to work within a Sheriff's Custody facility will continue to receive a 5.5% bonus.

Should the Department of Health Services identify a need to recruit Physician Assistants and/or Senior Physician Assistants to a Sheriff's Custody facility, employees holding the identified classifications will be provided a 5.5% bonus, effective the first date of permanent assignment to the facility.

If an employee's permanent assignment to a Sheriff's Custody facility ceases, the bonus shall be discontinued effective the employee's last date of permanent assignment to the facility.



ARTICLE 19      OUT-OF-CLASS ASSIGNMENTSSection 1.    Definitions

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

Section 2.    Conditions

- A. If an employee is assigned to an out-of-class assignment for more than 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 30 calendar days from the date of the request for relief, no bonus under this Article is to be paid); or return the employee to an assignment in his/her own class (if such return is made within 30 calendar days of the request for relief, no bonus under this Article is to be paid); or pay the employee the bonus from the date of the request for relief (which

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.

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

ARTICLE 20            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 may be granted to permanent employees upon presentation of a plan for schooling designed to improve the employee's value to the County, and evidence of acceptance by an accredited college or university.

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, nurse mid-wife, or physician assistant), 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.            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 1991 and the Federal Family and Medical Leave Act of 1993. "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 5.            Jury Duty and Witness Leave

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 6.                      Bereavement Leave

The provisions of Los Angeles County Code Section 6.02.080 regarding Bereavement Leave shall apply to PAs.

Section 7.                      Employee Organization Leave

AFSCME, Local 1271 may not have more than one (1) employee in the Unit on leave of absence to accept employment with the Union. These leaves are subject to Civil Service Rules. The employee must have a minimum of one (1) year's continuous employment with the County. The requested leave shall only be granted if the prime reasons for the leave shall be to conduct Union business as it is related to County functions. AFSCME Local 1271 may request additional releases of employees to the Chief Executive Office. Said requests will be granted based on organizational needs. The leave shall be without County pay or benefits of any kind. The employee shall however remain on the County payroll and the Union will reimburse for the cost of pay and benefits.

ARTICLE 21MANAGEMENT RIGHTS

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



ARTICLE 22      PERSONNEL FILES

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

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

The employee may file a grievance regarding any such document within the prescribed time limits of the grievance procedure. If the employee fails to file a grievance within the designated time limits, the document becomes part of the official file. If the employee does file a grievance within the designated time limits, said document would not be placed in the official file until the grievance procedure or civil service appeal rights had 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 two years prior removed from his/her personnel file except as such may be a part of an official permanent record.

If the department takes disciplinary action against an employee, the department, upon request of the employee, will furnish the employee copies of any documents or written statements used by the department as a basis for its action.

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

ARTICLE 23      UNION BULLETIN BOARDS

Management agrees to furnish a dedicated bulletin board space to AFSCME, Local 1271, the size and location to be jointly determined by departmental Management and the AFSCME, Local 1271. The boards shall be used only for posting the following information:

1. Union recreational, social, and related news bulletins;
2. Union meetings;
3. Information concerning Union elections and their results;
4. Information concerning insurance and any other benefits offered to members by the Union;
5. Reports of official business of the Union, including reports of committees or the Board of Directors; and
6. Any other written material which has first been approved by the department, which approval shall not be unreasonably denied. Bulletins requiring departmental approval shall be submitted by the Union to the department's Human Resource Manager or his/her designate. The manager or designate shall approve or deny posting within three business days.

ARTICLE 24            AFSCME LOCAL 1271 STEWARDS/OFFICERS

It is agreed and understood by the parties to the Memorandum of Understanding that not more than one (1) Steward may be appointed for each twenty-five (25) employees at a County Department of Health Services facility. AFSCME Local 1271 shall give each department head having employees in the Unit a written list of the names selected as Stewards which list shall be kept current by AFSCME Local 1271.

AFSCME Local 1271 agrees that whenever investigation or the processing of formal grievances is to be transacted during working hours, only that amount of time necessary to bring about a prompt disposition of the matter will be utilized. The Chief Steward, Steward or Officer of the Union desiring to leave their work location to transact such investigations or processing shall first obtain permission from their immediate supervisor and inform him of the nature of the business. Permission to leave will be granted promptly unless such absence would cause an undue interruption of work. Not more than one of the above listed Officers and/or Stewards shall investigate or process any grievance through the second step of the grievance procedure (Article 7).

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

The Chief Steward, Steward or Officer of the Union shall perform the aforementioned duties without loss of pay. During the period of this MOU there shall be no more than seven (7) officers designated by the union.

Management agrees an AFSCME Local 1271 Steward or Officer of the Union will not be discriminated against for the performance of his/her duties.

ARTICLE 25      JOINT LABOR-MANAGEMENT COMMITTEE

The parties agree to establish a Physician Assistant Countywide Joint Labor-Management Committee to consult in accordance with the Employee Relations Ordinance [5.040.090 (A)] on productivity, classification studies, terms and conditions of employment, and other issues of mutual concern.

The Committee shall be limited to a total of six (6) members Countywide, unless the parties mutually agree otherwise. Three (3) members shall be appointed by Management and a total of three (3) members representing the union shall be appointed by AFSCME Local 1271.

The Committee shall meet quarterly, and have the authority to develop its own internal procedures including ground rules, the scheduling of meetings, and use of subject matter experts. Management shall provide pertinent information as provided for under the Employee Relations Ordinance and the Public Records Act.

Management shall not oppose Physician Assistant membership on committees where such membership is relevant, and not specifically prohibited by committee rules.

Meeting 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.

ARTICLE 26      CONSULT

Upon request, County Management agrees to meet with representatives of AFSCME Local 1271 for the sole purpose of consultation when conducting classification studies which could result in erosion of this bargaining unit. All matters affecting employee relations, including those that are not subject to negotiations are subject to consultation prior to effecting basic changes in any rule or procedures affecting employee relations. Every reasonable effort shall be made to have such consultation prior to effecting basic changes in any rule or procedures affecting employee relations.

ARTICLE 27      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 a Request for Proposal (RFP) or other contract solicitation documents approval and issuance, the Employee Relations Division of Chief Executive Office will arrange to meet with representatives of the Union to advise them of this action within five (5) business days.

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



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

ARTICLE 28      STRIKES AND LOCKOUTS

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

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

ARTICLE 29      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 AFSCME Local 1271 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 30            FULL UNDERSTANDING, MODIFICATIONS, AND WAIVER

- A. It is intended that this Memorandum of Understanding sets forth the full and entire understanding of the parties regarding the matters set forth herein, and any other prior or existing understanding or agreements by the parties, whether formal or informal, regarding any such matters are hereby superseded or terminated in their entirety. This Article is not intended to negate or eliminate past practice as a factor establishing agreement in practice between the parties.
- B. It is the intent of the parties that this Memorandum of Understanding be administered in its entirety in good faith during its full term. It is recognized that during such term it may be necessary for Management to make changes in rules or procedures affecting the employees in the Unit. Where Management finds it necessary to make such change, it shall notify AFSCME Local 1271 indicating the proposed change prior to its implementation. Nothing herein shall limit the authority of Management to make necessary changes during emergencies or when required to do so by law. Management shall notify AFSCME Local 1271 of changes resulting from emergent or legal requirements as soon as practicable. AFSCME Local 1271 shall notify Management within five (5) working days from the receipt of such notice if it desires to consult with Management. Nothing contained herein shall prevent the Union from grieving the effect of such change in accordance with the grievance procedure contained herein. Failure by AFSCME Local 1271 to request consultation, pursuant to Paragraph

B, shall not be deemed as approval of any action taken by the County.

C. Except as specifically provided herein, it is agreed and understood that each party hereto voluntarily and unqualifiedly waives its right, and agrees that the other shall not be required, to negotiate with respect to any other matters within the scope of negotiations, during the term of the Memorandum of Understanding.

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

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

ARTICLE 31      AFSCME REPRESENTATIVE WORK ACCESSSection 1.

Authorized union representatives may be given access to work locations during hours for the purpose of investigating and processing grievances, observing working conditions, and posting on AFSCME-designated bulletin boards on the condition that the union representative shall comply with the regulations established in this article, and that the union representative shall not interfere with work operations of the department. Management shall not deny access to AFSCME representatives without a legitimate business reason.

Section 2.      Work Access

An AFSCME Local 1271 representative desiring access to a work location hereunder shall state the purpose of his/her visit and request the Department Head's or his/her designee's authorization within a reasonable amount of time before the intended visit unless the parties mutually agree to waive notice. AFSCME Local 1271 shall give to the Department Head and the Chief Executive Officer of the County of Los Angeles, a written list of all of its authorized representatives, which list shall be kept current by AFSCME Local 1271. Access to work locations will only be granted to representatives on the current list.

ARTICLE 32            PAYROLL DEDUCTIONS AND DUESSection 1.            Deductions and Dues

It is agreed that Union dues and such other deductions as may be properly requested and lawfully permitted shall be deducted, in accordance with the provisions of applicable State law, monthly by Management from the salary of each employee covered hereby who files with County a written authorization requesting that such deductions be made or who is subject to an automatic Fair Share Fee or Agency Fee deduction pursuant to an agency shop provision. Remittance of the aggregate amount of all dues and other proper deductions made from the salaries of employees covered hereunder shall be made to the Union by Management within thirty (30) working days after the conclusion of the month in which said dues and deductions were deducted.

Section 2.            Agency Shop Defined

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

Section 3.            Religious Objections

An employee, who is a member of a bona fide religion, body, or sect which has historically held conscientious objections to joining or financially supporting public

employee organizations, shall not be required to join or financially support the Union. Such employee shall, in lieu of periodic dues or Fair Share Fees, pay sums equal to Agency Shop Fees to a non-religious, and non-labor charitable fund exempt from taxation under Section 501(c)(3) of the Internal Revenue Service Code. Such sums shall be paid through payroll deduction to eligible charitable agencies available through the Los Angeles County Charitable Giving Program.

Section 4.            Agency Shop

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

Section 5.            Rescission

It is mutually agreed by the parties that the agency shop provisions in this Memorandum of Understanding may be rescinded by a majority vote of all the employees represented by this Unit, under procedures established by the Employee Relations Commission. In the event such agency shop provisions are rescinded, then the procedures as described in Sections 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 13 during the last year of this contract, 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 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-Controller shall commence and continue a payroll deduction of a Fair Share Fee equal to Union dues from the regular pay warrants of such employee. The effective date of deducting Union dues, Fair Share Fees, Agency Shop Fees, or charitable contributions shall be the first pay period following thirty (30) working days of employment or the pay period this Article becomes implemented for current employees, whichever is later.

Section 9. List of New Employees/Separations

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

Such list shall include new hires, and employees promoted, demoted or transferred into the Bargaining Unit. The monthly list shall also contain information which includes the names and effective dates of employees leaving this Bargaining Unit.

Section 10.            Indemnification Clause

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

ARTICLE 33      EMPLOYEE LISTS AND VACANCY NOTICESEmployee Lists

Pursuant to Auditor-Controller procedures, AFSCME Local 1271 shall be entitled to a list of employees in this bargaining unit once per quarter. The list will include employee name, employee number, item number and department. AFSCME shall pay for the costs of producing this list at a charge to be determined by the Auditor-Controller, but not exceed one hundred dollars as defined above.

Vacancy Notices

Vacancies shall be posted according to the procedures of DHS and all other Departments where PAs are assigned. AFSCME will be informed regarding the method of access to the vacancy listing.

ARTICLE 34            NEW EMPLOYEE ORIENTATION

Subject to prior approval of the Department Head, AFSCME Local 1271 representatives shall participate in new employee orientation for the sole purpose of providing employee information regarding Union membership. The union will be reasonably notified if Department-scheduled new employee orientations are rescheduled or delayed. Human Resource staff shall provide Union provided packages to new employees in lieu of Local 1271's participation in scheduled new employee orientations.

This Article shall be subject to advisory arbitration.

ARTICLE 35      EMPLOYEE BENEFITS

It is the intent of the parties that, during the term of this agreement, permanent employees in the classifications of Physician Assistants (5047) and Senior Physician Assistants (5051) shall continue to receive all employee benefits that they currently have, on the same basis and level of benefit, subsidy or otherwise, as that provided currently for non-represented employees and as more fully set forth in the Los Angeles County Code for non-represented employees, including but not limited to the following benefits: Flexible Benefit Plan; Mega-Flex Plan; Holidays; Sick Leave; Bereavement Leave; Deferred Compensation Plan (457); Savings Plan (401K); Life Insurance; Annual Leave; Leave Donation; Retirement; and Mileage.

It is the intent of the parties that during the term of the agreement, any new permanent employee hired, transferred, promoted, or who demotes into the Physician Assistant (5047) or Senior Physician Assistant (5051) classification, shall be entitled to the same employee benefits and on the same level and subject to the same conditions, as that provided for permanent employees currently in the bargaining unit.

The parties agree that any new employee hired, transferred, promoted, or who demotes into the Physician Assistant (5047) or Senior Physician Assistant (5051) classification on or after the expiration date of this MOU, September 30, 2018, shall not be eligible to participate in the Flexible Benefit Plan, Mega-Flex Plan, or the Savings Plan (401K), but will instead be eligible for any similar benefits negotiated by the Coalition of County Unions applicable to this Unit.

### Section 1.

Permanent County employees covered by this agreement participating in, or eligible to participate in the Flexible Benefit Plan, Mega-Flex Plan (Pensionable and Non-Pensionable), or the Savings Plan (401K) shall continue to be eligible for and participate in said Plans. Any and all future changes the County makes to these 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 Plan(s).

It is the intent of the County to provide a "grandfathered" benefit to employees currently receiving or eligible to participate in these Plans that elected to be represented by a certified employee organization. The "grandfathering" provisions for the Savings Plan (401K) apply on an individual employee basis only.

### Section 2.

The County shall not discriminate against non-represented employees upon unit certification or accretion into a bargaining unit, or otherwise restrict their participation in any of the employee benefits set forth above, on the basis of the exercise of their bargaining rights as provided for in California Government Code Section 3500-3511.

### Section 3.

The parties agree that the exclusive management, control and administration of the Flexible Benefit Plan, Mega-Flex Plan, Deferred Compensation (457), or Savings Plan (401K) shall be at the sole discretion of the County. Any and all current or future changes, modification, or termination of the Flexible Benefit Plan, Mega-Flex Plan,

Deferred Compensation (457), or Savings Plan (401K) will be at the sole discretion of Management subject to the County meeting and consulting with the Union prior to implementing any said changes or termination of the Flexible Benefit Plan, Mega-Flex Plan, Deferred Compensation (457), or Savings Plan (401K).

Section 4.

Permanent employees in this Unit will be eligible to participate in the Retiree Medical Trust as sponsored by the Coalition of County Unions.



ARTICLE 36      PAYCHECK ERRORSA. Underpayments

1. If an underpayment of 10% of base monthly pay (5% of base monthly pay if paid twice a month) or \$100, whichever is least, occurs in an employee's paycheck, a paycheck correction may be requested. Such request must be made to the appointing authority within two (2) business days after receipt of the warrant. Otherwise, the correction shall be made in the next regularly issued warrant.
2. The Auditor-Controller will issue a corrected or supplemental warrant within three (3) working days after receiving the request from the appointing authority.
3. Changes in salary resulting from step advances or changes in status are excluded from amounts which constitute paycheck errors for purposes of this Article.

B. Overpayments

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

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

ARTICLE 37            CONTINUING MEDICAL EDUCATION

The purpose of Continuing Medical Education is to maintain licensure of members of this Bargaining Unit.

Full-time, permanent, PA employees are allowed a maximum of twenty-five (25) hours for each contract year during this MOU for approved continuing education purposes. Up to eight (8) hours may be home study.

When National Commission on Certification of Physician Assistants (NCCPA) or other national certification is required by management for a specific assignment, full-time permanent employees in this unit are allowed a maximum of twenty-five (25) additional hours for each contract year during this MOU for approved continuing education purposes. Up to eight (8) hours may be home study.

A department may, at its discretion, require additional education or training for clinical practice.

Subject to the needs of the service and upon request of the full-time permanent PA, management may allow the PA to carry over up to twenty-five (25) hours to the second year. If carryover hours are not used during the second year, they will be lost.

Part-time PAs on permanent status working at least twenty (20) hours per week are allowed a maximum of twelve (12) hours for each contract year of this MOU for approved continuing education purposes. Up to three (3) hours may be home study.

Attendance at Continuing Medical Education activities requires prior management approval. Such approval shall not be unreasonably denied. There shall be no accumulation of Continuing Medical Education leave.

ARTICLE 38      PROFESSIONAL TRAINING

Each clinical department will have a plan for orienting newly assigned Physician Assistants regarding the policy and procedures for patient care in that department.

Orientation shall take place within the first forty-five (45) days of the employee's assignment to the department.

Medical management-approved proctoring will take place before Physician Assistants are privileged to perform new clinical procedures.

Employees may request County time for work-related training. Management will distribute as equitably as possible within in the clinical department paid time for attendance at training, conferences, seminars, or symposia when and if paid time is provided for any Physician Assistant or Senior Physician Assistant.

Granting of time off will be subject to the needs of the service. Professional training that counts toward Continuing Medical Education (CME) credit must be taken from the bank of CME hours as provided under Article 37.

ARTICLE 39      SALARIESSection 1.      Recommended 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:

ITEM NO	ITEM CLASSIFICATION	EFFECTIVE DATE	NOTE	SCH	MINIMUM RATE	MAXIMUM RATE
5047	PHYSICIAN ASSISTANT	CURRENT	NM	100J	6431.82	8435.09
		10/01/2015	NM	102L	6823.36	8949.18
		01/01/2016	NM	104A	7028.00	9218.00
		10/01/2016	NM	105B	7239.09	9494.64
		10/01/2017	NM	105K	7383.82	9683.73
		04/01/2018	NM	106G	7531.27	9877.18
5051	SENIOR PHYSICIAN ASSISTANT	CURRENT	NM	102J	6790.09	8905.55
		10/01/2015	NM	104L	7203.45	9448.00
		01/01/2016	NM	106A	7420.00	9731.00
		10/01/2016	NM	107B	7643.09	10024.00
		10/01/2017	NM	107K	7795.82	10224.00
		04/01/2018	NM	108G	7951.27	10428.36

Section 2.      Step Advances

- A. Full-time permanent employees in this unit who are below the top step of the salary range and who are eligible for an annual step advance will be granted a step advance only when a competent or better Performance Evaluation has been filed by the employee's Department Head. The Performance Evaluation shall be filed at least one (1) month prior to the employee's step advance anniversary date and within a period which does not exceed one (1) year prior to that date.

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

Where no Performance Evaluation is issued in accordance with Paragraph A. above, the employee may request his department in writing to issue a Performance Evaluation. The Department Head shall issue a Performance Evaluation within five (5) 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 (10) days after the grievance is filed with the Department of Human Resources, the employee shall be deemed competent and the step advance shall be processed within thirty (30) days effective to his step anniversary date.

2. Where the Department Head issues a Performance Evaluation upon request of the Department of Human Resources, and said Performance Evaluation is competent or better, the employee shall be provided a step advance within thirty (30) days effective to his step advance anniversary date.
  
3. Grievances based on an Improvement Needed Performance Evaluation shall be filed within ten (10) days of issuance with the Department Head or his designated representative who shall respond to the grievance within ten (10) days.

Appeals from a Department Head decision shall be processed in accordance with Civil Service Rules.

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



Section 3.

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

Section 4.                   Salary and Education Bonus Study

The County shall conduct a salary schedule and education bonus study to be completed within six (6) months of the date of Union ratification or the date of Board of Supervisors' approval of this Memorandum of Understanding, whichever is later. Following completion of the study, it is the intent and understanding of the parties that this Memorandum of Understanding is subject to a reopener solely in regards to the implementation of the findings of said study. No employee shall have their pay reduced as a result of implementation of the findings of said study. To the extent that any education bonus is implemented as a result of said study, the education bonus shall be at a rate no less than the rate of comparable education bonuses of physicians or nurses.

This section is applicable solely during the term of this Memorandum of Agreement and shall expire and otherwise be fully terminated on September 30, 2018.

ARTICLE 40      CLINICAL SUPERVISION

Employees shall at all times they are on duty have a licensed physician who has signed off on the Physician Assistant's delegation of service agreement available for consultation either in person, or via electronic communication.

If a Physician Assistant believes that a patient needs care that goes beyond his/her delegation of service agreement, the PA may refer that patient to the physician on duty.

ARTICLE 41      VACATION SCHEDULING

Vacation periods shall be scheduled by Management to provide adequate staffing. Management will respond in writing to vacation requests in a timely manner.

Department of Health Services

At least annually, management shall post a vacation schedule for the PAs in each clinical service. This vacation schedule shall include the name and time period management has authorized for vacation.

The PA with the greatest seniority will be given the opportunity to have first choice of his/her vacation schedule, with the other PAs given their choice of vacation schedule in descending order of seniority. Seniority, for purposes of this article, will be defined as time in grade in the classification of Physician Assistant.

Having once made a choice, no PA may change his/her vacation schedule if such change will conflict with the choice of another employee in the department, unless the affected employee and management agree to such a change.

A PA who transfers from one service to another will not be allowed to exercise seniority rights if it would result in replacing another PA on the existing vacation schedule. Management will make reasonable efforts to accommodate the employee's pre-approved vacation.

Sheriff's Department and Coroner

Current practice shall be controlling for Sheriff's and Coroner.

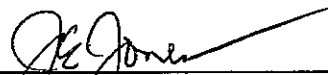
IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute this Memorandum of Understanding the day, month and year first above written.

AFSCME, COUNCIL 36  
REPRESENTATIVES

By   
CHERYL PARISI, Executive Director  
AFSCME Council 36

By   
STEVE KOFFROTH, Chief Negotiator  
AFSCME Council 36

COUNTY OF LOS ANGELES  
AUTHORIZED MANAGEMENT  
REPRESENTATIVES

By   
SACHI A. HAMAI  
Chief Executive Officer

TO BE JOINTLY SUBMITTED TO THE COUNTY'S BOARD OF SUPERVISORS