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

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June 18, 2019

The Honorable Board of Supervisors  
County of Los Angeles  
383 Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, California 90012

Dear Supervisors:

**MEMORANDUM OF UNDERSTANDING FOR FRINGE BENEFITS FOR BARGAINING UNITS  
REPRESENTED BY THE COALITION OF COUNTY UNIONS AND RELATED SALARY CHANGES  
FOR NON-REPRESENTED EMPLOYEES  
(ALL DISTRICTS)  
(3 VOTES)**

**SUBJECT**

This letter and accompanying ordinance extends the terms and conditions of the Fringe Benefits Memorandum of Understanding (MOU) with the Coalition of County Unions (CCU), extends certain benefits to related non-represented classifications and amends certain compensation provisions for non-represented classifications.

**IT IS RECOMMENDED THAT THE BOARD:**

1. Approve the accompanying successor Fringe Benefits MOU with the CCU for a three-year term ending on June 30, 2021.
2. Approve related changes for non-represented employees as set forth in the accompanying ordinance amending Title 5 – Personnel, and Title 6 – Salaries, of the Los Angeles County Code.
3. Instruct the Auditor-Controller to make all payroll system changes necessary to implement the recommendations contained herein.













































































































































































































































































































discipline up to and including discharge.

- E. For existing employees who are not currently working in a sensitive position and have a positive test, the MRO shall meet with and evaluate the employee. The MRO shall determine whether the employee is in need of a drug rehabilitation/treatment program. If a program is needed, the MRO shall recommend the appropriate type of program.

If the employee enters and successfully completes the program, no report of the positive test shall be sent to the employee's current department and no disciplinary action shall result from the positive test.

- F. Disciplinary action in which the drug test result was a factor shall be subject to dispute through the same procedures that would govern any other disciplinary action.

## Section 9.

### Further Provisions

- A. Hold Harmless and Indemnification Clause



The County agrees to indemnify and defend the Coalition and each Union signatory to this agreement from any liabilities which may arise as a result of the employee organization entering into this agreement. It is expressly understood that the County of Los Angeles shall choose the counsel, and have control of all phases and aspects of the litigation and the Union's defense including settlement, and that the Union shall cooperate in that defense. It is further understood that this indemnity and defense provision only applies to those claims where the legality or constitutionality of the Urine Testing Program or any part of that program is at issue. It does not extend to claims against the Union in which the legality or constitutionality of that program is not at issue. The County will not indemnify or defend the Union against any claim that the organization or anyone acting on its behalf improperly or negligently advised, represented, or performed services for an employee with respect to any event subsequent to the effective date of this agreement with respect

to the Urine Testing Program, disciplinary proceedings arising from the program, or any other right or liability of the employee related to the program.

ARTICLE 34            PENSION SAVINGS PLANSection 1.            Purpose.

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

Section 2.            Plan Document.

The parties mutually agree that the benefits provided by the Plan shall be those provided in Chapter 5.19 of the County of Los Angeles Code (the “Plan”) and is fully incorporated by reference in this Article 34.

Section 3.            Operational Details.

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

- A. The provisions of Chapter 5.19 are not subject to the Grievance Procedure set forth in Article 26 of this MOU,

- B. The County monthly contribution shall be 3 percent of compensation and the minimum monthly employee contribution shall be 4.5 percent of compensation.
- C. The Plan Administrative Committee (PAC) shall have responsibility for the operation and administration of the Plan and trust, and the members of the PAC shall be ~~Trustees~~ subject to the fiduciary duties imposed on trustees under California law, including but not limited to the duties imposed by the Uniform Prudent Investors Act.
- D. The Plan shall be administered by the PAC, consisting of the Auditor-Controller, Chief Executive Officer, County Counsel, Treasurer and Tax Collector, a representative of Local 721, SEIU, and a representative of the Coalition of County Unions. The Coalition of County Unions (the "CCU") is entitled to designate one named alternate member. Administrative costs will be charged against the account earnings, subject to limits set by Federal regulation. Policies and procedures will be established to minimize administrative costs. The PAC shall provide to each participant a periodic statement of account and information describing the benefits provided by the plan.
- E. To the extent that employees represented by the CCU are impacted, the termination of the Plan or the amendment of any Plan provisions that are subject to negotiation shall be negotiated between the parties.

- F. In the event that the County is mandated by Federal or State law to re-enter the Social Security system during the term of the current Fringe Benefits Memorandum of Understanding, at the request of either party, the parties agree to open negotiations within 45 days of such request regarding the impact of such mandate on the matching contributions of the employees represented by the CCU to be covered by Social Security.
- G. In the event that applicable law is changed to require the Plan to be terminated or merged into another form of deferred compensation program during the term of the current Fringe Benefits Memorandum of Understanding, at the request of either party, the parties agree to open negotiations within 45 days of such request regarding the impact of such termination or merger on Plan participants who are employees represented by the CCU.

#### Section 4.

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

ARTICLE 35      ENHANCED VOLUNTARY TIME-OFF PROGRAMProgram Description:

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

Program Requirements:

The EVTO program includes the following elements and requirements:

- EVTO shall be available to employees for the fiscal years 1992-93 and 1993-94 and will commence upon Board approval. This program may be offered in fiscal years beyond 1993-94 subject to Board approval.
  
- In order to maintain critical public services, all requests by employees for unpaid EVTO leave must be in writing and be approved in advance by the department head or his or her designee.
  
- During specific times each fiscal year, employees who wish to participate in EVTO will pledge the number of hours to be taken as EVTO. This will assist the departments in determining projected savings.

- In the event of an industrial injury or unforeseen hardship which significantly impacts an employee's decision to request EVTO, such employee shall be able to rescind or modify his or her EVTO pledge. However, a change or modification in scheduling days off must be approved by department management.
  
- In the event of a County emergency affecting public health or safety, a department head may rescind all or part of any EVTO pledge, and require such employee to return to work immediately. Nothing in this paragraph reduces the authority of a department head to terminate any leave of absence as described in Civil Service Rule 16.04.
  
- In the event an employee is subpoenaed to court on an EVTO day regarding a matter involving his or her County duties, the EVTO day will be considered canceled and the employee paid for the time necessary to comply with the subpoena, pursuant to his/her MOU.
  
- An employee may take up to 60 calendar days of EVTO each fiscal year during this program (see below for EVTO after 60 days) with the following benefit guarantees:
  - EVTO may be taken as 60 or fewer consecutive calendar days; as a reduced work-week schedule (4/36 or other); or as occasional days off with management approval.

- EVTO will not affect County contributions to the Options, Choices, Flex or Megaflex benefit plans, or vacation and sick leave accrual. However, employees may wish to schedule occasional EVTO days to avoid loss of pay for regular days off and holidays. The current County pay policy is that an employee must be on a pay status for at least four hours on either side of a weekend or a holiday to be paid for the weekend or holiday. At the point the employee begins EVTO and returns to full-time it will be considered a qualifying event for purposes of modifying a participant's dependent care or health care spending account to the degree the account is impacted by participation in the EVTO Program, and is consistent with IRS regulations.
  
- An employee will receive retirement credit for each month in which the employee has any retirement eligible earnings. In the event the employee's earnings are less than enough to pay the employee contribution to LACERA, the employee may pay the required employee contribution directly to LACERA to receive retirement credit for that month. Such payment shall be made within 30 days following the date the employee is notified of the insufficient earnings. See Attachment for details.
  
- EVTO will not constitute a break in service and will count towards time in service for step advancement and continuous service date.
  
- An employee may take a total of one year of EVTO with the following parameters:

- A full year of EVTO will not constitute a break in service and will count towards time in service for step advancement and continuous service date.
- After the first 60 days of EVTO, the 60-day EVTO benefit guarantees will not apply.
- Retirement service credit will not accrue during this period.
- FLSA non-exempt employees may request EVTO in increments as little as one hour.
- FLSA Exempt employees must request EVTO in full work day increments.
- EVTO is granted without requiring employees to first use accumulated vacation and compensatory time-off.
- EVTO is not available to employees on any other paid or unpaid leave.
- Department heads may continue to approve other unpaid leave of absences.



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

## Benefits Protected

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

## Benefits Not Protected

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

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

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

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

ARTICLE 36POLICY AND PROCEDURES FOR COMPLIANCE WITH  
DEPARTMENT OF TRANSPORTATION RULES ON DRUG  
AND ALCOHOL TESTING FOR COMMERCIAL DRIVERS**I. INTRODUCTION****A. SCOPE**

The intent of this policy and attendant procedures is to implement a basic, mandatory, Countywide program as required by the Federal Department of Transportation (DOT) for affected County drivers. This program is separate and apart from the County's Drug-Free Workplace Program and does not affect any departmental drug/alcohol testing programs, policies, rules, and procedures which were in effect prior to January 1, 1995, or will come into effect after this date.

The County's policy and procedures relate to testing required by the Federal Omnibus Transportation Employee Testing Act (OTETA) of 1991 and are subject to all current and future provisions of OTETA and Federal rules and regulations promulgated by DOT that implement the ACT.

**B. POLICY**

Under OTETA, persons who drive commercial motor vehicles must be tested for misuse of alcohol or use of drugs. DOT has published Rules mandating an anti-drug and alcohol misuse prevention program. The purpose of this program is to help prevent accidents and injuries resulting

from the abuse of drugs and alcohol by drivers of commercial vehicles. Effective January 1, 1995 all employers, public and private, will be subject to these Rules.

As an employer subject to the DOT Rules and regulations, the County of Los Angeles is implementing this policy and attendant procedures in all County departments. In accordance with DOT Rules, it is the policy of the County of Los Angeles that employees of the County whose job duties require them to be commercial drivers as defined in the DOT regulations are prohibited from:

1. Reporting to duty or remaining on duty requiring the performance of safety-sensitive functions while having a breath alcohol concentration (BAC) of 0.04 or greater.
2. Being on duty or operating a commercial motor vehicle while in the possession of alcohol unless the alcohol is manifested and transported as part of a shipment.
3. Using alcohol while performing safety-sensitive functions.
4. Performing safety-sensitive functions within four (4) hours after using alcohol.

5. Using alcohol for eight (8) hours, or until he/she undergoes a post-accident alcohol test following an accident which will require post-accident alcohol testing in accordance with these Rules.
6. Reporting for duty or remaining on duty requiring the performance of safety-sensitive functions when the driver uses any controlled substance, except when the use is pursuant to the instructions of a physician who has advised the driver that the substance does not adversely affect the driver's ability to safely operate a motor vehicle.
7. Reporting for duty, remaining on duty, or performing a safety-sensitive function if found to test positive for controlled substances.
8. Refusing to submit to a post-accident alcohol or controlled substances' test, a random alcohol or controlled substances' test, a reasonable suspicion alcohol or controlled substances' test, or a follow-up alcohol or controlled substances' test as required by these Rules.

Employees engaging in prohibited activities as described above may not perform or continue to perform safety-sensitive functions. In addition, employees who engage in prohibited activities may be subject to disciplinary action in accordance with applicable MOU provisions, and/or departmental policy.

C. GOVERNING REGULATIONS

Regulations governing the anti-drug and alcohol misuse prevention programs are set forth by the Federal Highway Administration (FHWA) and DOT's Office of the Secretary. These Rules are published in Title 49, Code of Federal Regulations (CFR), Part 382 et seq., which requires employers to test drivers required to obtain a commercial license, and Title 49, CFR, Part 40 which specifies procedures that must be followed by the employer when conducting drug and alcohol testing pursuant to regulations issued by FHWA.

These Rules become effective on January 1, 1995, for employers with 50 or more commercial drivers (CD,s), and January 1, 1996, for employers with 49 or less CD,s.

D. CENTRAL vs DEPARTMENTAL RESPONSIBILITIES

Central Responsibility

The Department of Human Resources (DHR) will administer the DOT Alcohol and Drug Testing Program through the Health, Safety and Disability Benefits Division. DHR will be responsible for implementing the random drug and alcohol testing portion of the Rules, for monitoring County departments' compliance with pre-employment, post-accident, and reasonable suspicion testing as required by the Rules, and for record-keeping and reporting functions as specified in the Rules.

In addition, through its Employee Assistance Program (EAP) or an approved contract, DHR will provide substance abuse professionals (SAPs) and referrals in compliance with the DOT Rules.

The County's Program Manager (CPM) will be the Chief of Occupational Health Programs who can be reached at 213-738-2187. The role of the CPM will be to oversee and evaluate the County's program; provide consultation to County departments regarding implementation of the program; maintain all necessary records regarding testing programs required by the DOT Rules; implement and administer the random testing component of the Rules; and establish and monitor any contracts with medical providers, laboratories, medical review officers, etc. which may be required to implement the Rules.

#### Departmental Responsibility

Departments are responsible for directing employees to authorized testing locations for the purpose of pre-employment, random, post-accident, reasonable suspicion, return-to-duty, and follow-up testing within the parameters established under this policy.

1. Departmental Program Manager (DPM) - Each department having covered employees must assign an individual to manage this program. The DPM or other individual designated by the department will be a liaison with the County's Program Manager in DHR. Departmental policies will be reviewed, and copies maintained, by the CPM. The DPM will be responsible for implementing the County's program in his/her department; overseeing and evaluating the program; reviewing all discipline applied under this policy for consistency and conformance to the department's policies and procedures; scheduling pre-employment, post-accident, and reasonable suspicion testing; and ensuring confidentiality of any records pertaining to the program. The DPM must ensure that all covered employees are aware of the provisions and coverage of the department's anti-drug and alcohol misuse prevention program.
2. Supervisors - These individuals include departmental staff responsible for observing the performance and behavior of covered employees. Their responsibilities include observing and documenting events suggestive of reasonable suspicion, and requesting a second supervisor for substantiating and concurring for reasonable suspicion testing, if applicable.
3. Employees - Each covered employee will receive a copy of materials

that explain the requirements of the DOT regulations, and the County's policy and procedures with respect to meeting these regulations.

## II. TESTING REQUIREMENTS

### A. APPLICABILITY

Any applicant/employee holding a commercial driver's license (CDL) and performing safety-sensitive functions for the County will be subject to drug and alcohol testing under this policy.

### B. DEFINITIONS

1. Blind Sample or Blind Performance Test Specimen - A urine specimen submitted to a laboratory for quality control testing purposes, with a fictitious identifier, so the laboratory cannot distinguish it from employee specimens, and which is spiked with known quantities of specific drugs or which is a blank, containing no drugs.
2. Breath Alcohol Concentration (BAC) - The alcohol in a volume of breath expressed in terms of grams of alcohol per 210 liters of breath as indicated by a breath test.
3. Chain-of-custody - Procedures to account for the integrity of each



urine specimen by tracking its handling and storage from the point of specimen collection to final disposition of the specimen.

4. Commercial Driver (CD) - Any person who operates a commercial motor vehicle. This includes, but is not limited to: full-time, regularly employed drivers; casual intermittent or occasional drivers; and leased and independent drivers.
5. Commercial Motor Vehicle (CMV) - A vehicle with a gross combination weight rating of 26,001 or more pounds inclusive of a towed unit with a gross vehicle weight rating (GVWR) of more than 10,000 pounds; or has a gross vehicle weight of 26,001 or more pounds; or is designed to carry 16 or more passengers, including the driver; or is of any size and is required to be placarded under the Hazardous Materials Regulations (49 CFR part 172, Subpart F).
6. Confirmation Test - For alcohol it means a second test, following a screening test with a result of 0.02 or greater that provides quantitative data of alcohol concentration. For controlled substances it means a second analytical procedure to identify the presence of a specific drug or metabolite which is independent of the initial test and which uses a different technique and chemical principle from that of the initial test in order to ensure reliability and accuracy. Gas

chromatography/mass spectrometry (GC/MS) is the only authorized confirmation method for cocaine, marijuana, opiates, amphetamines, and phencyclidine.

7. County's Drug-Free Workplace Program - The policy and procedures for a Drug-Free Workplace Program which were approved by the Board of Supervisors and implemented on July 1, 1990, and which include additional procedures approved by the said Board on June 9, 1992; and Article 32, Urine Testing - Reasonable Suspicion only of the Coalition Fringe Benefits' MOU.
8. Covered Employee - A commercial driver performing safety-sensitive functions.
9. Initial Test (also known as Screening Test) - For alcohol, it means an analytical procedure to determine whether a driver may have a prohibited concentration of alcohol in his/her system. For controlled substances it means an immunoassay screen to eliminate "negative" urine specimens from further consideration.
10. Medical Review Officer (MRO) - A licensed physician responsible for receiving laboratory results generated by an employer's drug testing

program who has knowledge of substance abuse disorders and has appropriate medical training to interpret and evaluate an individual's confirmed positive test result together with his/her medical history and any other relevant biomedical data.

11. On-duty Time - All time, from the time a driver begins to work or is required to be in readiness to work until the time he/she is relieved from work and all responsibility for performing work. On-duty time includes:
  - a. all time at a carrier or shipper plant, terminal, facility, or other property, or on any public property, waiting to be dispatched;
  - b. all time inspecting, servicing, or conditioning any commercial vehicle at any time;
  - c. all time spent at the driving controls of a commercial motor vehicle in operation;
  - d. all time, other than driving time, in or upon any commercial motor vehicle except time spent resting in a sleeper berth.
  - e. all time loading or unloading a vehicle, supervising, or assisting in loading or unloading, attending a vehicle being

- loaded or unloaded, remaining in readiness to operate a vehicle, or in giving or receiving receipts for shipment loaded and unloaded;
- f. all time spent performing the driver requirements following an accident or after striking an unattended vehicle;
  - g. all time repairing, obtaining assistance, or remaining in attendance upon a disabled vehicle;
  - h. all time spent providing a breath sample or urine specimen, including travel time to and from the collection site, in order to comply with random, reasonable suspicion, follow-up, or post-accident testing.
  - i. performing any other work in the capacity of, or in the employ or service of, a common, contract or private motor carrier; and
  - j. performing any compensated work for any non-motor carrier entity.
12. Performing A Safety-sensitive Function - A driver is considered to be performing a safety-sensitive function during any period in which he/she is actually performing, ready to perform, or immediately

available to perform any safety-sensitive functions.

13. Pre-employment Testing - Conducted when a covered person is hired, transferred, promoted, or assigned into a safety-sensitive function.
14. Prohibited Drugs - Marijuana, cocaine, amphetamines, opiates, and phencyclidine (PCP).
15. Safety-sensitive Function - Any of the on-duty functions stated above, under *On-Duty time*.
16. Substance Abuse Professional (SAP) - Means a licensed physician (Medical Doctor or Doctor of Osteopathy), or a licensed or certified psychologist, social worker, employee assistance professional, or addiction counselor (certified by the National Association of Alcoholism and Drug Abuse Counselors Certification Commission) with knowledge of and clinical experience in the diagnosis and treatment of alcohol and controlled substances-related disorders.

C. SUBSTANCES FOR WHICH TESTING IS REQUIRED

1. Marijuana, cocaine, amphetamines, opiates, and phencyclidine (PCP).

2. Alcohol.

D. DRUG AND ALCOHOL TESTS REQUIRED

1. Pre-employment Testing - conducted before applicants are hired or after an offer to hire, but before actually performing safety-sensitive functions for the first time. Also required when employees are transferred, promoted, or assigned to a safety-sensitive (driver) position. Only drug testing is required for pre-employment testing.

Prior to the first time a driver performs safety-sensitive functions, the department must ensure that the driver undergoes testing for controlled substances in accordance with the DOT Rules.

- a. Departments are not required to administer pre-employment drug tests if the driver has undergone testing with another employer within 6 months for controlled substances' testing, or participated in a random controlled substances' testing program in the previous 12 months (from date of application). Results of such testing should indicate a negative test for controlled substances.

In addition, the department must ensure that no prior employer of the driver of whom the department has

knowledge, has records of a violation of the DOT Rules by the driver within the past 6 months.

b. If a department chooses to waive the pre-employment testing, the DPM must obtain from the driver's previous employers, the following information:

- (1) Names and addresses of the program(s).
- (2) Verification that the driver participates or participated in the program(s).
- (3) Verification that the programs conform to DOT requirements.
- (4) Verification that the driver is qualified under the DOT Rules, including that the driver has not refused to be tested for controlled substances.
- (5) The date the driver was last tested for controlled substances.
- (6) The results of any tests taken within the previous 6 months and any other violations of prohibited conduct.

An applicant should be requested to sign a release to allow the department to inquire of applicant's previous employer(s), if the applicant has participated in a testing program, and to obtain results. This information must be obtained and reviewed by the department no later than 14 calendar days after the first time a covered driver performs safety-sensitive functions for the department, if it is not feasible to obtain the information prior to the driver performing safety-sensitive functions. The department may not permit a covered driver to perform safety-sensitive functions after 14 days without obtaining the information.

2. Post-accident Testing - conducted after accidents on safety sensitive employees who have been in an accident involving a human fatality or when a citation has been issued in one of the following situations:
  - There has been bodily injury with the need for immediate medical attention away from the scene, or
  - There has been disabling damage to any motor vehicle requiring tow away.



- a. The department must provide drivers with necessary post-accident information, procedures, and instructions, prior to the driver operating a commercial motor vehicle, so that drivers will be able to comply with these requirements.
- b. Alcohol Test. If a BAC test is not administered within two (2) hours following the accident, the supervisor must prepare and maintain a record stating the reasons the test was not promptly administered. If not administered within eight (8) hours following the accident, attempts to test must cease and a record made of the reasons why the test was not administered.
- c. Drug Test. If a controlled substance test is not administered within 32 hours, the supervisor must cease attempts to administer the test, and prepare and maintain a record of why the test was not administered.
- d. A driver subject to post-accident testing must remain available for testing and, if the driver fails to remain available, he/she may be deemed to have refused testing.

- e. Following collection. After returning from the collection site, the driver must not be allowed to perform safety-sensitive functions pending the results of the drug test or if the alcohol concentration is 0.02 or greater.

If the alcohol concentration is 0.02 or greater but less than 0.04, the driver may be allowed to resume safety-sensitive functions not less than 24 hours after the test.

NOTE: Using alcohol within eight (8) hours after an accident, or until tested, is prohibited.

- f. The results of a breath or blood test for the use of alcohol or a urine test for the use of controlled substances conducted by the California Highway Patrol, local law enforcement or other officials having independent authority for the test, meet the DOT requirements provided test results are obtained by the department.

NOTE: Necessary medical attention must not be delayed in order to collect the specimen(s).

3. Reasonable Suspicion Testing - conducted when a trained supervisor or departmental official observes behavior or appearance that is characteristic of alcohol misuse or drug abuse. The supervisor or departmental official must be trained in the detection of possible symptoms of alcohol misuse and drug abuse.

The objective of this test is to identify alcohol and drug affected employees who may pose a danger to themselves and others in their job performance.

Employees may be at work in a condition that raises concern regarding their safety and productivity. A supervisor or departmental official must then make a decision as to whether there is reasonable suspicion to believe an employee is using or has used a prohibited drug or is misusing alcohol based on the following criteria:

- a. The decision to test must be based on a reasonable and articulate belief that the employee is misusing alcohol or is using prohibited drugs on the basis of specific, contemporaneous physical, or performance indicators of probable alcohol misuse or drug use such as appearance, behavior, speech, or body odors of the individual.

Observations may include indications of chronic and withdrawal effects of controlled substances.

Whenever feasible, reasonable suspicion shall be confirmed by a second supervisor, manager, or other reliable witness.

- b. Alcohol Test. Alcohol testing is to be done while the driver is performing safety-sensitive functions, just before performing safety-sensitive functions, or just after the driver has ceased performing such functions.

If a BAC test is not administered within two (2) hours following observed indicators, the supervisor must prepare and maintain a record stating reasons for the delay. If not administered with eight (8) hours, attempts to test must cease and a record made of the reasons why the test was not administered.

The department must not permit an employee to perform or continue to perform safety-sensitive functions until a) a BAC test is administered and the driver's alcohol concentration measures less than 0.02, or b) 24 hours have elapsed

following the determination that there is reasonable suspicion to believe that the driver has violated the prohibitions concerning the use of alcohol.

- c. Drug Test. A written record, signed by the supervisor(s) who made the observations, must be made of the observations leading to the reasonable suspicion test immediately, whenever feasible, and in all cases within 24 hours of the observed behavior or before the test results are released, whichever is earlier.
  
- d. Transport of affected driver. The department will arrange for transportation of employee to a collection site in accordance with the following guidelines:
  - (1) The employee will be driven by someone other than his/her immediate supervisor unless the supervisor and the employee agree that the supervisor is the most suitable person.
  - (2) Public transportation such as a taxicab may be utilized. In such a case, the department will provide a suitable person, from the department, to accompany the individual. Again, the supervisor should not be utilized

unless there is agreement with the employee that the supervisor is the most suitable person.

- (3) Security personnel from the department may also be utilized for transporting the employee to the collection site.
4. Random Testing - conducted on a random, unannounced basis. The primary objectives of random testing are to deter alcohol misuse and prohibited drug use, and to ensure a drug and alcohol free workplace.

Random alcohol testing will be conducted just before, during, or just after performance of safety-sensitive functions, while random drug testing will be conducted anytime the employee is at work.

The minimum annual percentage rate is set by the Federal Highway Administration. Currently, the rate for random alcohol testing must be 10 percent of the average number of covered employees, and for drug testing, 50 percent of the covered employees. The test must

be spread reasonably over a 12-month period.

NOTE: Each year the FHWA will publish the minimum annual percentage rate for random drug and alcohol testing of covered employees.

The key aspects of the random testing selection process are addressed below:

- a. Random selection of employees for alcohol and drug testing will be in accordance with the procedures described in Appendix A of this policy.
  - b. The DPM is responsible for notifying employees who have been selected for random testing, to proceed to the test-site immediately following notification.
5. Return-to-Duty Testing - conducted when an employee who has violated the prohibited alcohol or drug-use conduct standards returns to performing safety-sensitive duties.
- a. Alcohol Test. The DPM is responsible for ensuring that an

employee who has engaged in conduct prohibited by the DOT Rules concerning the use of alcohol, undergoes a return-to-duty alcohol test with a result indicating an alcohol concentration of less than 0.02.

- b. Drug Test. For employees who have engaged in conduct prohibited by the DOT Rules concerning the use of controlled substances, a return-to-duty test for controlled substances will be ordered by the Medical Review Officer (MRO). A negative test for controlled substances will be required before the employee can return to performing safety-sensitive functions.
- c. The MRO or an SAP when applicable, will notify the DPM whether the affected employee can return to performing safety-sensitive functions.

- 6. Follow-up Testing - when the MRO or another SAP determines that the employee requires assistance in resolving problems associated with alcohol misuse or drug abuse, the employee will be subject to unannounced follow-up testing as directed, for up to 60 months. At least 6 tests will be conducted in the first 12 months after a driver returns to duty. The MRO or the SAP may terminate testing after the



6 tests.

The MRO or SAP when applicable, will notify the DPM of the need for an employee to have follow-up testing and will specify the frequency and duration of such testing.

### **III. REVIEW OF TEST RESULTS**

#### **A. ALCOHOL TESTING**

Refer to Appendix C of this policy.

#### **B. DRUG TESTING**

The MRO will review and interpret confirmed positive test results for controlled substances obtained from the various testing protocols (i.e. pre-employment, random, post-accident, reasonable suspicion, return-to-duty, and follow-up), and will notify the DPM in writing within 3 business days of making his/her (MRO's) decision.

The MRO will be a licensed physician with knowledge of substance abuse disorders.

Procedures for MRO review of controlled substances' test results are contained in Appendix B of this policy.

**IV. CONSEQUENCES OF A POSITIVE TEST/REMOVAL FROM DUTY**

- A. Compliance with the County's anti-drug and alcohol misuse prevention program must be a condition for employment in a position that is covered by FHWA regulations.
  
- B. A covered employee must be removed from a safety-sensitive function under the following conditions:
  - 1. A BAC of 0.04 or greater. A BAC of 0.02 or greater but less than 0.04 will result in the removal from safety-sensitive function for at least 24 hours.
  
  - 2. Consumption of alcohol within four (4) hours prior to reporting to duty.
  
  - 3. Refusal to submit to an alcohol or a drug test required by this policy.
  
  - 4. Possession or use of alcohol or drugs when on duty.
  
  - 5. Testing positive for drugs.
  
  
  - 6. Information from previous employer(s) has not been received within 14 days after the first time safety-sensitive functions have been

performed.

7. There is reasonable suspicion the employee may be impaired as shown by behavioral, speech, and performance indicators.
- C. Refusal to take a test will result in the employee's removal from safety-sensitive functions and may constitute a rebuttable presumption that the employee was under the influence of alcohol or drugs at the time of the test.
  - D. Additional discipline of an employee found to be in violation of the prohibitions regarding alcohol and controlled drug use specified in the DOT Rules will be in accordance with applicable MOU provisions, and departmental rules and policy.
  - E. Testing results are inadmissible in any disciplinary proceeding without an audit trail showing compliance with each aspect of this procedure. Burden of showing compliance is on the County.

## **V. RETENTION OF RECORDS**

Records to be maintained in regard to this program are those specified in Title 49, CFR, Part 382, Subpart D, ' 382.401(c).

Records related to this program will be maintained by the CPM or approved contractor in a secure location with controlled access.

Any records regarding this program which originate with the DPM (e.g. pre-employment, reasonable suspicion documentation, documents generated in connection with decisions on post-accident tests, etc.) will be maintained confidentially in a secure location with controlled access.

#### **VI. REPORTING REQUIREMENTS**

The CPM will be responsible for preparation and maintenance of an annual calendar year summary of the results of the County's testing programs in accordance with DOT regulations in Title 49, CFR, Part 382, Subpart D, ' 382.403.

#### **VII. ACCESS TO FACILITIES AND RECORDS**

Driver information contained in records required to be maintained under this policy must not be released by the CPM or the DPM except as required by law, or expressly authorized, or required by DOT regulations.

The County will permit access to all facilities utilized in complying with the DOT Rules, to the Secretary of Transportation, any DOT agency, or any State or local officials with regulatory authority over the County or any of its drivers.

## VIII. PROMULGATION OF POLICY AND PROVISION OF TRAINING

### A. EDUCATIONAL MATERIALS

The DPM must ensure that each covered employee receives a copy of this policy and accompanying procedures, and the following additional information, before the start of alcohol and controlled substances' testing required under the DOT Rules, and to each driver subsequently hired or transferred into a covered position:

1. The name of the DPM to whom questions about the materials can be directed.
2. The categories of covered employees who are subject to the provisions of this policy.
3. A description of what constitutes safety-sensitive functions.
4. Information concerning the effects of using alcohol and controlled substances on an individual's health, work, and personal life; signs and symptoms of problems associated with alcohol misuse or use of controlled substances; and available methods of intervention, including confrontation, referral to the County's EAP and/or referral to management, when a problem with misusing alcohol and/or using controlled substances is suspected. This material is available through the EAP at (213) 887-5300.

**B. CERTIFICATE OF RECEIPT**

The DPM must require each covered employee to sign a statement certifying receipt of the copy of this policy. The original of the signed statement must be retained by the department, and copy may be provided to the employee.

**C. SUPERVISORY TRAINING**

Supervisory and departmental staff designated to determine whether a covered employee must be tested for drug or alcohol for reasonable cause must receive training under the anti-drug and alcohol misuse prevention program. These designated individuals must receive at least 60 minutes of training on alcohol misuse and an additional 60 minutes of training on drug use. It must cover physical, behavioral, speech, and performance indicators of probable alcohol misuse and use of controlled substances. This training is available through the County's EAP at (213) 887-5300 or may be obtained from an outside vendor.

**IX. REFERRAL, EVALUATION, AND TREATMENT**

- A. Employees who have engaged in conduct prohibited by the DOT Rules and have been identified as such, must be advised by the DPM or MRO of the availability of the County's EAP or contract SAP to serve as a resource for names, addresses, and telephone numbers of other SAPs available to provide counseling and treatment programs.

- B. Each employee who engages in conduct prohibited by these Rules must be referred to the EAP or contract SAP to determine what assistance, if any, the employee needs in resolving problems associated with alcohol misuse and controlled substances use.

If the EAP or other SAP prescribes a program of rehabilitation, the employee must be evaluated by that SAP before returning to duty to determine if the employee has properly followed the rehabilitation program.

- C. A returning employee must be subject to unannounced follow-up testing for alcohol and controlled substances in accordance with Part II D (6) of this policy.
- D. Evaluation and rehabilitation, and assignment of costs of such evaluation and rehabilitation will be made in accordance with the County's Policy on a Drug- Free Workplace.
- E. The requirements of this section with respect to referral, evaluation and rehabilitation, do not apply to applicants who refuse to submit to pre-employment testing for controlled substances, or who have a verified positive pre-employment test for controlled substances.

**X. HOLD HARMLESS AND INDEMNIFICATION CLAUSE**

The County agrees to indemnify, hold harmless and defend the Coalition and each Union signatory to this agreement from any claims or liabilities which may arise as a result of the employee organization entering into this agreement. It is expressly understood that the County of Los Angeles shall choose the counsel, and have control of all phases and aspects of the litigation and the Union's defense including settlement, and that the Union shall cooperate in that defense. The County will not indemnify or defend the Union against any claim that the organization or anyone acting on its behalf improperly or negligently advised, represented, or performed services for an employee with respect to any event subsequent to the effective date of this agreement with respect to the Urine Testing Program, disciplinary proceedings arising from the program, or any other right or liability of the employee related to the program.



APPENDIX APROCEDURES FOR COORDINATING PROGRAM WITH APPROVED VENDOR

The County has arranged for Addiction Medical Consultants, Inc. (AMC) to administer and operate the program. AMC subcontracts with Smith Kline Beacham Clinical Laboratories for specimen collection and analysis for controlled substances and also for collection of breath alcohol. In addition, AMC has a Medical Review Officer (MRO) who will review all substance abuse test results. AMC also provides SAP services and will maintain all D.O.T. required records and will prepare yearly reports as required by D.O.T.

(a) *AMC will provide to all departmental program managers (DPMs) the following:*

- (1) A list of approved collection sites, including after hour sites.
- (2) Referral forms for alcohol and substance abuse testing.

(b) *Identification of Random Pool.*

- (1) County departments must identify those employees who are subject to the provisions of the DOT Rules and identify them in the County-Wide Timekeeping and Personnel Payroll System (CWTAPPS).

- (2) In the "Employee License" screen (Code LIC) of CWTAPPS, the department will enter a code "COMMERCIAL" which will indicate commercial driver's license. (This code shall be entered only for those drivers subject to DOT testing. All other drivers will not be coded).
  - (i) The department will update this field as soon as a new driver is hired, or an employee is transferred or promoted to a position which requires a commercial driver's license and which is covered by DOT regulations.
  - (ii) When an individual is no longer employed in such a position, the department will remove the COMMERCIAL code. (If the code is not removed and the employee is still in service, he/she will be left in the random selection pool and be subject to testing).
  - (iii) For detailed instructions on entering and updating this field, the department should refer to the CWTAPPS manual.
- (c) *Random Selection Process.*
  - (1) AMC will notify DPMs at the beginning of each month of the names of that department's employees who are to have random drug or alcohol tests. The DPM will then have the rest of that month to schedule the employee for testing.

Employees are not to be notified of their scheduled date of testing until the start of that day's shift.

- (2) The DPM will ensure that each selected employee is given an Employee Drug Test Authorization Form and will check off the box for "Random Testing." The DPM will then instruct the employee to go to the nearest collection site for testing.
  - (3) AMC will report immediately and directly back to the DPM of any positive alcohol tests and as soon as practicable within the limits established by the DOT Rules, of any positive substance abuse tests.
- (d) *Pre-employment, Reasonable suspicion, and Follow-up testing*
- (1) The DPM will use the same referral form but will check off the appropriate box for type of testing and will arrange for the applicant or employee to be tested at one of the collection sites.
  - (2) Because the collection sites for pre-employment drug testing are different from the medical examination clinics, the applicant will have to go to two locations to complete his/her pre-employment examination.

- (3) Results from the pre-employment drug testing will be sent by AMC to Occupational Health Programs (OHP) to be merged with the results of the medical examination.
- (4) If the pre-employment drug test results are reported as positive, the individual will be disqualified from the DOT-covered position and Occupational Health Programs will notify the hiring department that the individual has been medically disqualified. For applicants who are current County employees, OHP will apply the provisions of the County's 1992 Drug-Free Workplace Program in regard to offering rehabilitation services and to notification of the employee's current department.

APPENDIX BROLE OF THE MEDICAL REVIEW OFFICER(a) *MRO Responsibilities.*

- (1) The role of the MRO is to review and interpret confirmed positive drug test results obtained through the testing program. In carrying out this responsibility, the MRO must examine alternate medical explanations for any positive test result. This action may include conducting a medical interview with the individual and review of the individual's medical history, or review of any other relevant biomedical factors. The MRO must review all medical records made available by the tested individual when a confirmed positive test could have resulted from legally prescribed medication. The MRO must not, however, consider the results of urine samples that are not obtained in accordance with DOT regulations.
- (2) The MRO may require that the primary specimen be re-analyzed to verify the accuracy or validity of the test result.
- (3) The duties of the MRO with respect to negative drug tests are purely administrative.

- (4) The MRO will maintain records regarding the program in accordance with Title 49, CFR, Subpart D, Part 382.409.
- (b) *Positive Test Results.*
- (1) Prior to making a final decision to verify a positive test result, the MRO must give the individual an opportunity to discuss the test result with him/her.
  - (2) The MRO will contact the individual directly, on a confidential basis, to determine whether the employee wishes to discuss the test result. Except as provided in section (b)(5) of this Appendix, the MRO must talk directly with the employee before verifying a test is positive.
  - (3) If, after making all reasonable efforts and documenting them, the MRO is unable to reach the individual directly, the MRO must contact the DPM who must direct the individual to contact the MRO as soon as possible.
  - (4) If, after making all reasonable efforts, the DPM is unable to contact the employee, the department must follow its policy on dealing with the individual.

- (5) The MRO may verify a test as positive without having communicated directly with the employee about the test in three circumstances:
- (i) the employee expressly declines the opportunity to discuss the test;
  - (ii) the DPM has successfully made and documented a contact with the employee and instructed the employee to contact the MRO, and more than 5 days have passed since the date the employee was successfully contacted by the DPM; or
  - (iii) other circumstances provided for in the DOT Rules.
- (6) If a test is verified positive under the circumstances specified in section (b)(5)(ii) of this Appendix, the employee may present to the MRO information documenting that serious illness, injury, or other circumstances unavoidably prevented the employee from timely contacting the MRO. The MRO, on the basis of such information, may re-open the verification allowing the employee to present information concerning a legitimate explanation for the confirmed positive test. If the MRO concludes that there is legitimate explanation, the MRO declares the test to be negative.

(c) *Re-analysis Authorized.*

The MRO must notify each employee who has a confirmed positive test that the employee has 72 hours in which to request a test of the split specimen.

- (1) If the employee requests an analysis of the split specimen within 72 hours of having been informed of a verified positive test, the MRO must direct, in writing, the laboratory to provide the split specimen to another DHHS-certified laboratory for analysis. If the analysis of the split specimen fails to reconfirm the presence of the drug(s) or drug metabolite(s) found in the primary specimen, or if the split specimen is unavailable, inadequate for testing or untestable, the MRO must cancel the test and report cancellation and the reasons for it to the DOT, the CPM, and the employee.
- (2) If the employee has not contacted the MRO within 72 hours, as provided above, the employee may present to the MRO information documenting that serious illness, injury, inability to contact the MRO, lack of actual notice of the verified positive test, or other circumstances unavoidably prevented the employee from timely contacting the MRO. If the MRO concludes that there is a legitimate explanation for the employee's failure to contact the MRO within 72 hours, the MRO must direct the re-analysis of the primary specimen or analysis of the split specimen, as applicable, be performed.
- (3) The employee is not authorized to request a re-analysis of the primary specimen.



(d) *Disclosure of information.*

Except as provided below in paragraph (d)(1), the MRO must not disclose to any third party medical information provided by the individual to the MRO as a part of the testing verification process.

- (1) The MRO may disclose such information to the County, a DOT agency or other Federal safety agency, or a physician responsible for determining the medical qualification of the employee under appropriate DOT regulation, as applicable, only if:
  - (i) an applicable DOT regulation permits or requires such disclosure;
  - (ii) in the MRO's reasonable medical judgment, the information could result in the employee being determined to be medically unqualified under an applicable DOT agency rule; or
  - (iii) in the MRO's reasonable medical judgment, in a situation in which there is no DOT rule establishing physical qualification standards applicable to the employee, the information indicates that continued performance by the employee of his or her covered function could pose a significant safety risk.
- (2) Before obtaining medical information from the employee as part of the verification process, the MRO must inform the employee that information

may be disclosed to third parties as provided above, in section (d)(1), and the identity of any parties to whom information may be disclosed.

APPENDIX CBREATH ALCOHOL TESTING PROCEDURES

- (a) *Locations for Breath Alcohol Testing.*
- (1) The County will identify breath alcohol testing locations which will be required to meet provisions set forth in Title 49, CFR, Part 40, Subpart C. Specifically, they will be required to have all necessary personnel, materials, equipment for breath testing that will be provided at the location where testing is conducted. Covered employees will be directed to these sites to participate in alcohol breath testing in accordance with procedures set forth in Title 49, CFR, Part 40, Subpart C.
  - (2) In unusual circumstances (e.g. when it is essential to conduct a test outdoors at the scene of an accident), a test may be conducted at a location that does not fully meet the requirements of paragraph (a)(1) above. In such a case, all effort will be made to provide visual and aural privacy to the employee to the greatest extent practicable.
  - (3) The Breath Alcohol Technician (BAT) will supervise only one employee's use of the Evidential Breath Testing (EBT) device at a time. The BAT will not leave the alcohol testing location while the testing procedure for a given employee is in progress.

(b) *The Breath Alcohol Testing Form.*

- (1) A Breath Alcohol Testing Form prescribed by DOT will be used for maintaining the breath alcohol test results. A copy of the Form is located in the Forms' section. This Form cannot be revised or modified except that a form directly generated by an EBT may omit the space for affixing a separate printed result to the Form.
- (2) The Form will provide triplicate copies. Copy 1 (white) will be retained by the BAT. Copy 2 (green) will be provided to the employee. Copy 3 (blue) will be transmitted to the keeper of records, Addiction Medical Consultants, Inc. (AMC). Except for the Form generated by an EBT, the size of the Form must be 82 by 11 inches in size.

(c) *Preparation for Breath Alcohol Testing.*

- (1) The BAT will require a positive identification of the employee, either through a photo I.D. card or by a departmental representative.
- (2) If requested by the employee, the BAT must provide a positive identification to the employee.
- (3) The BAT must explain the testing procedure to the employee.

(d) *Procedures for Screening Tests.*

- (1) The BAT must complete Step 1 on the Breath Alcohol Testing Form. The employee must then complete Step 2 on the Form, and sign the certification. Refusal by the employee to sign the certification will be regarded as refusal to take the test.
- (2) After the BAT attaches an individually-sealed mouthpiece (opened in view of the employee) to the EBT device, the BAT will instruct the employee to blow forcefully into the mouthpiece until the EBT device indicates that adequate breath has been obtained.
- (3) If the EBT device has capability to print the Breath Alcohol Testing Form, the BAT must ensure, before administering the test, that both BAT and employee read the sequential number displayed by the device. Following the test, the BAT must show the employee the result displayed on the EBT device.

If the EBT device generates a printed result, but does not print it directly onto the Breath Alcohol Testing Form, the BAT must show the employee the result displayed on the EBT device and affix the result printout to the Breath Alcohol Testing Form in the designated space, using a method that will provide clear evidence of removal (such as tamper-evident tape).

If the EBT device lacks printing capabilities, the BAT must show the employee the result displayed on the EBT device, complete Step 3 of the Breath Alcohol Testing Form, and make required entries in the log book. The employee must initial the log book entry.

- (4) If the screening test reveals a BAC of 0.02 or greater, a confirmation test will be performed.
- (e) *Procedures for Confirmation Test.*
- (1) The employee must be instructed not to eat, drink, put any object or substance into his or her mouth, and to the extent possible, not belch during the 15-minute waiting period between the completion of the screening test and the beginning of the confirmation test.
  - (2) This test must be performed within 30 minutes of the completion of the screening test.
  - (3) If the screening and confirmation test results are not identical, the confirmation result is deemed to be final.

- (4) The BAT must ensure, before administering the test, that both BAT and employee read the sequential number displayed by the device. If the EBT device has capability to print the test results directly onto the Breath Alcohol Testing Form, the BAT must show the employee the result displayed on the EBT device.

If the EBT device generates a printed result, but does not print it directly onto the Breath Alcohol Testing Form, the BAT must show the employee the result displayed on the EBT device, and affix the test result printout to the Breath Alcohol Testing Form in the designated space using a method that will provide clear evidence of removal.

- (5) Failure to sign in Step 4 of the Form must not be considered a refusal to be tested, and the BAT must note the employee's failure to sign in the remarks section of the Breath Alcohol Testing Form.
- (6) The BAT at the collection site will transmit all results to AMC in a confidential manner in writing, by telephone, or electronic means.

NOTE: If an employee is accompanied to the alcohol testing location by an authorized departmental representative, then the authorized representative may observe the testing procedure(s), and the BAT will provide the test results (Copy 3 of the Breath Alcohol Testing Form) directly to the authorized representative.

In case of a confirmed positive test, the results will be transmitted immediately to AMC or the accompanying authorized departmental representative in order to prevent the employee from performing safety-sensitive functions.

(f) *Refusal to Test and Uncompleted Test.*

Refusal to complete and sign the Breath Alcohol Testing Form (Step 2 only), to provide breath or an adequate amount of breath, or otherwise to cooperate with the testing process in a way that prevents completion of the test, will be noted by the BAT in the remarks section of the Breath Alcohol Testing Form. The testing process will be terminated and the BAT will immediately notify AMC.

(g) *Inability to Provide an Adequate Amount of Breath.*

- (1) The BAT must instruct the employee to attempt to provide an adequate amount of breath. If the employee refuses to make an attempt, the BAT will immediately inform AMC.
- (2) If the employee attempts and fails to provide an adequate amount of breath, the BAT will so note in the remarks section of the Breath Alcohol Testing Form and immediately inform AMC who will direct the employee to obtain an evaluation from a licensed physician concerning the employee's medical ability to provide an adequate amount of breath.



- (3) If the physician provides a written statement that a medical condition exists to preclude an adequate amount of breath, it will not be regarded as a refusal to take a test. If the physician is unable to determine a medical condition exists to provide an adequate amount of breath, it will be regarded as a refusal to take a test.

APPENDIX DURINE SPECIMEN COLLECTION PROCEDURES

- (a) *Scope - Drugs Covered.* The DOT drug testing regulations require that testing be conducted for marijuana, cocaine, amphetamines, opiates, and phencyclidine (PCP). Urine specimens collected under this policy will be used only to test for controlled substances designated or approved for testing in accordance with the DOT Rules and will not be used to conduct any other analysis or test.
- (b) *Designation of Collection Site.* The County will identify collection sites which will be required to meet provisions set forth in 49 CFR Part 40, Subpart B. Specifically, they will be required to have all necessary personnel, materials, equipment, facilities and supervision to provide the collection, security, temporary storage, and shipping or transportation of specimens to a DHHS-certified drug testing laboratory. Covered employees will be directed to provide urine specimens at these sites in accordance with procedures set forth in 49 CFR Part 40, Subpart B.
- (c) *Privacy.*
- (1) Procedures for collecting urine samples will allow for individual privacy unless there is reason to believe that a particular individual may alter or substitute the specimen to be provided, as further described below.

- (2) The following circumstances are the exclusive grounds constituting a reason to believe that the individual may alter or substitute the specimen:
- (i) the employee presents a urine sample that falls outside the normal temperature range (32E-38EC/90.0E-100.0EF), and
    - (A) the employee declines to provide a measurement of oral body temperature immediately after the specimen is collected and the collection site person inspects the specimen to determine its color and look for any signs of contaminants, or
    - (B) the oral body temperature varies by more than 1EC/1.8EF from the temperature of the specimen;
  - (ii) the last urine specimen provided by the employee (i.e., on a previous occasion) was determined by the laboratory to have a specific gravity of less than 1.003 and a creatinine concentration of 0.2 grams/Liter;
  - (iii) the collection site person observes conduct clearly and unequivocally indicating an attempt to substitute or adulterate the sample (e.g., substitute urine in plain view, blue dye in specimen presented, etc.); or

- (iv) the employee has previously been determined to have used a controlled substance without medical authorization and the particular test was being conducted under a DOT regulation providing for follow-up testing upon or after return to service.
- (3) A designated department representative, must review and concur in advance with any decision by a collection-site person to obtain a specimen under the direct observation of a same gender collection-site person based upon the circumstances described above in section (c)(2) of this Appendix.
- (d) *Integrity and Identity of Specimen.* The collection-site person must take precautions to ensure that a urine specimen is not adulterated or diluted during the collection procedure, and that information on the collection container and the drug testing custody and control form can identify the individual from whom the specimen is obtained. The following minimum precautions will be taken to ensure that unadulterated specimens are obtained and correctly identified:
  - (1) To deter the dilution of specimens at the collection site, toilet bluing agents will be placed in toilet tanks wherever possible, so the reservoir of water in the toilet bowl always remains blue. Where practicable, there will be no other source of water (e.g., no shower or sink) in the enclosure where urination occurs. If there is another source of water in the enclosure, it will be effectively secured or monitored to ensure it is not used as a source for

diluting the specimen.

- (2) When an employee arrives at the collection site, the collection-site person must ensure that the employee is positively identified as the individual selected for testing (e.g., through presentation of photo identification or identification by the department's representative). If the employee's identity cannot be established, the collection-site person will not proceed with the collection. If the employee requests the collection-site person must show his/her identification to the employee.
- (3) The collection-site person will ask the employee to remove any unnecessary outer garments such as a coat or a jacket that might conceal items or substances that could be used to tamper with or adulterate the employee's urine specimen. The collection-site person must ensure that all personal belongings of the employee, such as a purse or briefcase remain with the employee's outer garments. The employee may retain his/her wallet. If the employee requests it, the collection-site person must provide the employee a receipt for any personal belongings.
- (4) The employee will be instructed to wash and dry his/her hands prior to providing a sample.
- (5) After washing hands, the employee will remain in the presence of the

collection-site person and will not have access to any water fountain, faucet, soap dispenser, cleaning agent, or any other materials which could be used to adulterate the specimen.

- (6) The employee may provide his/her sample in the privacy of a stall or otherwise partitioned area that allows for individual privacy. The collection-site person will provide the employee with a specimen bottle or collection container, if applicable, for this purpose.
- (7) The collection-site person will note any unusual behavior or appearance on the drug testing custody and control form.
- (8) In the exceptional event that a County-designated collection site is not accessible and there is an immediate requirement for specimen collection (e.g., a situation requiring a post-accident test), a public rest-room may be used according to the following procedures:
  - (i) A collection-site person of the same gender as the employee must accompany the employee into the public rest-room which must be made secure during the collection procedure. If possible, a toilet bluing agent must be placed in the bowl and any accessible toilet tank.

The collection-site person must remain in the rest-room, but outside

the stall, until the specimen is collected. If no bluing agent is available to deter specimen dilution, the collection-site person will instruct the employee not to flush the toilet until the specimen is delivered to the collection-site person. After the collection-site person has possession of the specimen, the employee will be instructed to flush the toilet and to participate with the collection-site person in completing the chain-of-custody procedures.

(9) *Split Sample.*

- (i) Since the County is subject to drug testing Rules promulgated by the FHWA, it is required to use the "split sample" method of urine collection for drug testing. Under this method, the employee will be required to provide at least 45 milliliters (mL) of urine.
- (ii) (A) The employee will be asked to provide a sample in a collection container or a specimen bottle capable of holding at least 60 mL.
  - (B) 1) If a collection container is used, the collection site person, in the presence of the donor, will pour the urine in two specimen bottles. Thirty (30) mL will be poured into one bottle, to be used as the primary specimen. At least 15 mL will be poured into the other bottle, to be used as the split specimen.

- 2) If a single specimen bottle is used as a collection container, the collection site person, in the presence of the donor, will pour 15 mL of urine from the specimen bottle into a second specimen bottle (to be used as the split specimen) and retain the remainder (at least 30 mL) in the collection bottle (to be used as the primary specimen).
- (C) Both bottles will be shipped in a single shipping container, together with copies 1, 2, and the split specimen copy of the chain-of-custody form, to the laboratory.
  - (D) If the test result of the primary specimen is positive, the employee can request the MRO to direct the split specimen be tested in a different DHHS-certified laboratory for the presence of the drug(s) tested positive in the primary specimen. The MRO must honor the request if it is made within 72 hours of the employee having been notified of a verified positive test.
  - (E) When the MRO informs the laboratory in writing that the employee has requested a test of the split specimen, the



laboratory must forward, to a different DHHS-approved laboratory, the split specimen bottle, with seal intact, a copy of the MRO's request, and the split specimen copy of the chain-of-custody form with appropriate chain-of-custody entries.

- (F) The result of the test of the split specimen will be transmitted by the second laboratory to the MRO.
  - (G) Action required by DOT regulations as a result of a positive drug test (e.g., removal from performing a safety-sensitive function) will not be stayed pending the result of the split specimen.
  - (H) If the result of the test of the split specimen fails to reconfirm the presence of drug(s) or drug metabolite(s) found in the primary specimen, the MRO must cancel the test, and report the cancellation and the reason for it to the DOT, the DPM, and the employee.
- (iii) Upon receiving the specimen from the individual, the collection-site person will determine if there are at least 30 mL of urine for the

primary specimen bottle and an additional 15 mL for the split specimen bottle.

- (A) If the individual is unable to provide the necessary quantity of urine, the collection site person will instruct the individual to drink up to 40 ounces of fluids during a period of up to three (3) hours, and again attempt to provide a complete sample using a fresh collection container.
- (B) The original insufficient specimen will be discarded.
- (C) If the employee is still unable to provide an adequate specimen, the insufficient specimen will be discarded, testing discontinued, and AMC so notified. The MRO will refer the individual for a medical evaluation to develop pertinent information concerning whether the individual's inability to provide a specimen is genuine or constitutes a refusal to test. Upon completion of the examination, the MRO must report his/her conclusions to the DPM in writing.
- (D) In pre-employment testing, if the County does not wish to hire the individual, the MRO is not required to make a referral.

- (10) After the specimen is provided and submitted to the collection-site person, the employee must be allowed to wash his/her hands.
- (11) Immediately after the specimen is collected, the collection-site person will measure the temperature of the specimen. The temperature must be taken within 4 minutes of urination.
- (12) A specimen temperature outside the range of 32E-38EC/90E-100EF constitutes a reason to believe that the employee has altered or substituted the specimen. In such cases, the employee may volunteer to have his/her oral temperature taken to provide evidence to counter the reason to believe he/she may have altered or substituted the specimen.
- (13) Immediately after the specimen is collected, the collection-site person must also inspect the specimen to determine its color and look for any signs of contaminants. Any unusual findings will be noted on the urine custody and control form.
- (14) All specimens suspected of being adulterated will be forwarded to the laboratory for testing.

- (15) Whenever there is reason to believe that an individual has altered or substituted the specimen, a second specimen will be obtained as soon as possible under the direct observation of a collection-site person of the same gender.
- (16) Both the individual being tested and the collection-site person, will keep the specimen in view at all times prior to it being sealed and labeled. The specimen will be sealed (by placement of a tamper-proof seal over the bottle cap and down the sides of the bottle) and labeled in the presence of the employee. If the specimen is transferred to a second bottle, the collection-site person will request the individual to observe the transfer of the specimen and the placement of the tamper-proof seal over the bottle cap and down the sides of the bottle.
- (17) The collection-site person and the individual being tested must be present at the same time during procedures outlined in Paragraphs (d)(18)-(d)(21).
- (18) The collection-site person must place securely on the bottle an identification label which contains the date, the individual's specimen number, and any other identifying information provided or required by the County. If separate

from the label, the tamper-proof seal must be also applied.

- (19) The individual must initial the identification label on the specimen bottle for certifying that the specimen collected is from him/her.
- (20) The collection-site person must enter all information identifying the specimen on the drug testing custody and control form, and must sign the form certifying that the specimen collection was conducted according to applicable Federal requirements.
- (21)
  - (i) The individual will be asked to read and sign a statement on the form certifying that the specimen identified as having been collected from him/her is in fact the specimen he/she provided.
  - (ii) When specified by DOT regulations or required by the collection site (other than a County site) or by the laboratory, the employee may be required to sign a consent or release form authorizing the collection of the specimen, analysis of the specimen for designated controlled substances, and release of the results to the employer.  
  
The employee may not be required to waive liability with respect to negligence on the part of any person participating in the collection, handling, or analysis of the specimen, or to indemnify any person for the negligence of others.

- (22) The collection-site person will complete the chain-of-custody portion of the form, and prepare the specimen for shipment. If the specimen is not immediately prepared for shipment, the collection site person must ensure that it is appropriately safeguarded during temporary storage.
- (23) The collection-site person cannot leave the collection site in the interval between presentation of the specimen by the employee and securement of the sample with an identifying label bearing the employee's specimen identification number (shown on the urine custody and control form) and seal initialed by the employee. If it becomes necessary for the collection site person to leave the site during this interval, the collection will be nullified and, at the election of the Addiction Medical Consultants, Inc., a new collection begun.
- (e) *Failure to cooperate.* If the employee refuses to cooperate with the collection process, the collection-site person will inform Addiction Medical Consultants, Inc. and will document the non-cooperation on the drug testing custody and control form.
- (f) *Employee Requiring Medical Attention.* If the sample is being collected from an employee in need of medical attention (e.g., as part of a post-accident test given in an emergency medical facility), necessary medical attention will not be delayed in order to collect the specimen.

APPENDIX ELABORATORY PROCEDURES

- (a) *Security and Chain-of-Custody.* The drug testing laboratories will be required to be secure at all times. They will be required to use chain-of-custody procedures to maintain control and accountability of specimens from receipt through completion of testing, reporting of results during storage, and continuing until final disposition of specimens.
- (b) *Receiving.*
- (1) Shipments of specimens received by the laboratories will be checked for tampering and chain-of-custody information. The specimens will be retained in the laboratories until all analyses have been completed.
  - (2) If the laboratory observes that the split specimen is untestable, inadequate, or unavailable for testing, the laboratory must nevertheless test the primary specimen. The laboratory does not inform the MRO of the untestability, inadequacy, or unavailability of the split specimen until and unless the primary specimen is a verified positive test and the MRO has informed the laboratory that the employee has requested a test of the split specimen.

- (3) The laboratory will log in the split specimen, with the split specimen bottle seal remaining intact, and store the sample securely. If the result of the test of the primary specimen is negative, the laboratory may discard the split specimen. If the result of the test of the primary specimen is positive, the laboratory must retain the split specimen in storage for 60 days from the date which the laboratory acquires it (see section (h) of this Appendix). Following the end of the 60-day period, if not informed by the MRO that the employee has requested a test of the split specimen, the laboratory may discard the split specimen.
- (4) When directed in writing by the MRO to forward the split specimen to another DHHS-certified laboratory for analysis, the second laboratory must analyze the split specimen by GC/MS to reconfirm the presence of the drug(s) or drug metabolite(s) found in the primary specimen. Such GC/MS confirmation must be conducted without regard to cutoff levels of section (f) of this Appendix. The split specimen must be retained in long-term storage for one (1) year by the laboratory conducting the analysis of the split specimen (or longer if litigation concerning the testing is pending).
- (c) *Short-term refrigerated storage.* Specimens that do not receive an initial test within 7 days of arrival at the laboratory will be placed in secure refrigeration units.



- (d) *Specimen Processing.* When conducting tests, every batch of specimens is required to have an appropriate number of standards for calibrating instruments and a minimum of 10 percent controls. Both quality control and blind performance test samples are required to appear as ordinary samples to laboratory analysts.
- (e) *Initial Test.*
- (1) The initial test will be an immunoassay which meets the requirement of the Food and Drug Administration for commercial distribution. The following initial cutoff levels will be used when screening specimens to determine whether they are negative for the five drugs for which testing is required.

	Initial test cutoff levels (ng/ml)
Marijuana metabolites .....	50
Cocaine metabolites .....	300
Opiates metabolites.....	<sup>1</sup> 300
Phencyclidine .....	25
Amphetamines .....	1,000

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<sup>1</sup> 25 ng/ml if immunoassay specific for free morphine

- (2) These cutoff levels are subject to change by the DHHS as advances in technology or other considerations warrant identification of these substances at other concentrations.

(f) *Confirmatory Test.*

- (1) All specimens identified as positive on the initial test will be confirmed using GC/MS techniques at the cutoff values listed below for each drug. All confirmations will be by quantitative analysis. Concentrations which exceed the linear region of the standard curve will be documented in the laboratory record as "greater than highest standard curve value."

	Confirmatory test cutoff levels (ng/ml)
Marijuana metabolites <sup>2</sup> .....	15
Cocaine metabolites <sup>3</sup> .....	150
Opiates:	
Morphine .....	300
Codeine .....	300
Phencyclidine.....	25

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<sup>2</sup> Delta-9-tetrahydrocannabinol-9-carboxylic acid.

<sup>3</sup> Benzoyllecgonine

Confirmatory test cutoff  
levels (ng/ml)

Amphetamines:

Amphetamine .....	500
Methamphetamine <sup>4</sup> .....	500

(2) These cutoff levels are subject to change by the DHHS as advances in technology or other considerations warrant identification of these substances at other concentrations.

(3) *Retention Of Samples.*

- (i) Samples that yield positive results on confirmation must be retained by the laboratory in properly secured, long-term, frozen storage for at least 365 days.
- (ii) Within this 365 day period, the employee or designated representative, DOT agency or other State agencies with jurisdiction, or the County may request in writing that the sample be retained for an additional period. If the laboratory does not receive the request to retain the sample within the 365- day period, the sample may be discarded.

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<sup>4</sup> Specimen must also contain amphetamine at a concentration greater than or equal to 200 ng/ml

(g) *Reporting Results.*

- (1) The laboratory will report test results to the County's MRO within an average of 5 working days after receipt of the specimen by the laboratory. Before any test result is reported (the results of initial tests, confirmatory tests, or quality control data), it will be reviewed, and the test certified as an accurate report by the laboratory's responsible individual. The report will identify the drugs/metabolites for which tests are conducted, whether results are positive or negative, the specimen number assigned by the County, and the drug testing laboratory specimen identification number.
- (2) The laboratory will report as negative all specimens which are negative on the initial test or negative on the confirmatory test. Only specimens confirmed positive will be reported positive for a specific drug.
- (3) The MRO may request from the laboratory and the laboratory must provide quantitation of test results. The MRO must report whether the test is positive or negative and may report the drug(s) for which there was a positive test, but will not disclose the quantitation of test results to the department. The MRO may reveal the quantitation of a positive test result to the department, the employee, or the decision maker in a lawsuit, grievance, or other proceeding initiated by or on behalf of the employee, and arising from a verified positive test.

- (4) The laboratory may transmit results to the MRO by various electronic means (e.g., teleprinter, facsimile, or computer) in a manner designed to ensure confidentiality of the information. Results may not be provided verbally by telephone. The laboratory and Addiction Medical Consultants, Inc. (AMC) will ensure the security of data transmission and limit access to any data transmission, storage, and retrieval system.
- (5) The laboratory will send only to the MRO the original or a certified true copy of the drug testing custody and control form (part 2), which, in the case of a report positive for drug use, will be signed (after the required certification block) by the individual responsible for day-to-day management of the drug testing laboratory or the individual responsible for attesting to the validity of the test reports, and attached to which shall be a copy of the test report.
- (6) The laboratory will provide to Addiction Medical Consultants, Inc. (AMC) an aggregate quarterly statistical summary of urinalysis testing of the County's employees not more than 14 calendar days after the end of the quarter covered by the summary. Laboratory confirmation data only must be included from test results reported within the quarter. The summary must contain only the following information:
  - (i) Number of specimens received for testing;

- (ii) Number of specimens confirmed positive for:
  - 1. Marijuana metabolite
  - 2. Cocaine metabolite
  - 3. Opiates;
  - 4. Phencyclidine;
  - 5. Amphetamines;
- (iii) Number of specimens for which a test was not performed.

Quarterly reports will not contain personal identifying information or other data from which it is reasonably likely that information about individuals' tests can be readily inferred. If necessary, in order to prevent disclosure of such data, the laboratory will not send such a report until data are sufficiently aggregated to make such an inference unlikely. In any quarter in which a report is withheld for this reason, or because no testing was conducted, the laboratory must so inform AMC in writing.

- (7) The laboratory will make available copies of all analytical results for County's drug testing programs when requested by DOT with regulatory authority over the County.
- (8) All records pertaining to a given urine specimen will be retained by the drug



- (1) Laboratory facilities will comply with applicable provisions of any State licensing requirements.
  - (2) Laboratories certified in accordance with DHHS Guidelines must have the capability, at the same laboratory premises, of performing initial and confirmatory tests for each drug or metabolite for which service is needed.
- (k) *Documentation.* The drug testing laboratories will maintain and make available for at least 2 years, documentation of all aspects of the testing process. This 2-year period may be extended upon written notification by DOT or by the County. The required documentation will include personnel files on all individuals authorized to have access to specimens; chain-of-custody documents; quality assurance/quality control records; procedure manuals; all test data (including calibration curves and any calculation used in determining test results); reports; records on performance testing; performance on certification inspections; and hard copies of computer-generated data. The laboratory will maintain documents for any specimen known to be under legal challenge for an indefinite period.
- (l) *Additional Requirements for Certified Laboratories.* The laboratory must not enter into any relationship with the County's MRO that may be construed as a potential conflict of interest or derive any financial benefit by having the County use a specific MRO.



ACRONYMS

AMC .....	Addiction Medical Consultants, Inc.
BAC .....	Breath Alcohol Concentration
BAT .....	Breath Alcohol Technician
CDL .....	Commercial Driver's License
CFR .....	Code of Federal Regulations
CPM .....	County's Program Manager
DHHS .....	Department of Health and Human Services (Federal)
DHR .....	Department of Human Resources (County)
DOT .....	Department of Transportation (Federal)
DPM .....	Department Program Manager
EAP .....	County Employee Assistance Program
EBT .....	Evidential Breath Testing
FHWA .....	Federal Highway Administration
GC/MS .....	Gas chromatography/mass spectrometry
mL .....	Milliliters
MRO .....	Medical Review Officer
ng/ml .....	nanograms/milliliter
OTETA .....	Omnibus Transportation Employee Testing Act (Federal)
SAP .....	Substance Abuse Professional

ARTICLE 37      TERMINATION PAY

The parties agreed to study and implement roll over of termination pay (time certificates) into a tax qualified plan by July 1, 2005.

In November 2004, the Termination Pay Pick Up Plan (TPP) was implemented to tax defer termination pay (time certificates). Effective May 31, 2006, the TPP ceased accepting new applications pending further IRS guidance.

Effective January 27, 2007, the plan ceased taking any picked-up contributions – even under existing agreements. Effective January 1, 2008, the TPP was officially frozen via amendment.

In October 2017, Management conferred with CCU regarding termination of the Plan, and the Board of Supervisors approved to terminate the Plan effective November 14, 2017. Distributions were made pursuant to the terms of the TPP.

ATTACHMENT ASUMMARY DESCRIPTION OF THE CHOICES PLAN

The Choices Plan will be operated as a cafeteria benefit plan pursuant to Section 125 of the Internal Revenue Code.

The Coalition of County Unions (“CCU”) established a tax-exempt retiree health benefits trust (“Trust”) for the administration of a post-retirement medical expense reimbursement plan (“Plan”) for employees represented by CCU member unions, and to hold mandatory contributions from such employees to fund the Plan. The Board of Trustees (“BOT”) of the Trust, as designated by the CCU unions that participate in the Trust, shall be solely responsible for the operation and administration of the Trust, for adopting and amending the substantive terms of the benefits paid under the Plan, and for the operation and administration of the Plan. CCU represents and warrants that the Trust qualifies as a voluntary employees beneficiary association within the meaning of Internal Revenue Code Section 501(c)(9), and that the Trust otherwise was established in accordance with all applicable federal, state and local law.

The County will be the sole employer participating in the Trust and Plan and only the County’s retired employees and certain family members are eligible for benefits under the Plan and Trust. The Trust and Plan are not multiemployer plans as defined by Section 3(37) or Section 4001 of the federal Employee Retirement Income Security Act of 1974 (“ERISA”). Each bargaining unit that is a member of CCU may agree with the County pursuant to a memorandum of understanding to participate in the Trust and Plan (a

“Participation Provision”). In order for a bargaining unit to participate in the Trust and Plan, its Participation Provision must authorize the County to allow the BOT (or its agent or delegate) access to its payroll system to deduct, on a pre-tax basis, the dollar amount specified in the Participation Provision from each employee in the class of employees specified in such Participation Provision, and to permit the BOT or its agent to transfer such deducted amounts to the CCU Trust (the “Mandatory Contributions”), and must include indemnification provisions satisfactory to the County. Individual employees shall not have the ability to opt in or out of making Mandatory Contributions. The County will establish the necessary deduction codes in its payroll system to accommodate such Mandatory Contributions. The deductions and transfers of Mandatory Contributions made by the BOT (or its agent or delegate) shall be made in accordance with, and subject to, the terms of a special participation agreement entered between the County and the BOT (“Special Agreement”), which shall include, among other provisions, indemnification provisions satisfactory to the County. Mandatory Contributions shall not be made unless and until both an applicable Participation Provision and the Special Agreement have been entered.

The County’s sole obligation is to permit Mandatory Contributions to be made through its payroll system as described above and consistent with the Special Agreement (“Payroll Obligations”). The CCU, the member unions of the CCU, and the County shall have no responsibility for the operation and administration of the Trust or the Plan. The County shall have no responsibility or liability for: (i) funding of the Trust except with regard to its Payroll Obligations, (ii) the benefits due from the Trust and/or Plan or (iii) compliance by

the Trust and Plan with applicable law. The County shall bear none of the costs associated with establishing, designing, maintaining, or administering the Trust or the Plan, except such costs as are required to meet its Payroll Obligations.

CCU agrees that it shall indemnify, defend and hold harmless the County, and its Special Districts, elected and appointed officers, employees, agents, volunteers and affiliates, from and against any and all losses, claims, actions, damages, liabilities, costs, taxes, interest, penalties and expenses (including without limitation, reasonable attorneys' fees and costs) (collectively "Liabilities") that arise out of or relate to the establishment of the Trust, including, but not limited to, Liabilities that arise out of or relate to any claim or assertion that the terms of the Trust have resulted in violation of any applicable law.

#### PLAN YEAR

The Choices Plan became effective on July 1, 1989 pursuant to mutual agreement between the County and the Coalition. The Plan operates on a "Plan Year" basis as required by Section 125. The first Plan Year (hereinafter referred to as the "1989 Plan Year") consists of the six-month period spanning July 1, 1989, through December 31, 1989.

The second Plan Year (hereinafter referred to as the "1990 Plan Year") consists of the 12-month period spanning January 1, 1990, through December 31, 1990. The third Plan Year will be January 1, 1991, through December 31, 1991. It is the intent of the parties that all subsequent Plan Years and periods of coverage will consist of twelve (12) months,

January 1 through December 31, of each year.

### ELIGIBLE EMPLOYEES

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

### HOW THE PLAN WORKS

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

1. HEALTH INSURANCE: Participants may purchase a County-sponsored, or one of the following County-approved union-sponsored health insurance plans.

a. Group Model HMO

Effective January 1, 2008, a \$10.00 mandatory office/urgent care co-pay, a \$10.00-generic/ \$20.00-brand name prescription co-pay and a \$50.00 emergency room co-pay for the health plan.

The parties jointly agree that effective January 1, 2019, the Kaiser HMO plan is no longer a “grandfathered health plan” under the Affordable Care Act (ACA). Accordingly, the Kaiser HMO plan now includes all consumer protections required by the ACA, including zero-dollar (\$0.00) copays for preventive health services.

b. Traditional HMO/Narrow Network HMO/Point of Service

Effective January 1, 2008, Choices will no longer offer Cigna’s PPO as one of the Medical Plan selections.

Effective January 1, 2008, a mandatory \$10.00 office/urgent care co-pay and a \$10.00 generic/\$20.00 brand name prescription plan. Effective January 1, 2007, \$25.00 urgent care co-pay and a \$50.00 emergency room co-pay.

c. California Association of Professional Employees (CAPE) Health Plan.

- d. Los Angeles County Fire Fighters Local 1014 Health and Welfare Plan.
- e. Association for Los Angeles Deputy Sheriffs (ALADS) Health Plan.

Enrollment Rules:

- a. Two County-sponsored health insurance plans will be fully open to all Participants, and their dependents, subject to evidence of dependent eligibility as defined by the County. The premiums in effect on January 1 of each Plan Year for the County-sponsored health insurance plans will remain unchanged for the duration of that Plan Year unless mid-year premium increases are required due to imposition of state or federal taxes. The premiums for the County-approved union-sponsored health insurance plans may be adjusted during each Plan Year at the request of the sponsoring union, subject to approval by the County.
- b. The CAPE Health Plan will be available to all Choices Participants, and their dependents, subject to evidence of dependent eligibility as defined by the County. Effective the 2020 plan year, the CAPE Health Plan will be available to all Coalition Member Unions' members, subject to evidence of member eligibility (which shall be provided to the County by August 1 each year in a form as specified by the County), and their dependents, subject to evidence of dependent eligibility as defined by the County, during each annual enrollment for the plan year. If the Participant ceases to be a member of the Coalition mid-year, but remains eligible under the Choices plan, the



Participant shall remain eligible for and enrolled in the CAPE Health Plan until the end of the plan year, subject to applicable IRC 125 rules.

- c. The Fire Fighters Plan is only available to Fire Fighter personnel who are eligible to be members of Local 1014 (BU 601, 602, 603, and 604). It will be open to new hires (i.e., Fire Fighter recruits still within their first 60 days of employment), and their dependents, and to veteran Local 1014 members, and their dependents, subject to evidence of dependent eligibility as defined by the County.
- d. The ALADS Health Plan is only available to Peace Officers who are eligible to be members of ALADS and Lifeguards and any employee in a bargaining unit represented by PPOA, including #621 and #614. It will be fully open to members of those groups, and their dependents, subject to evidence of dependent eligibility as defined by the County.
- e. Every Participant in the Choices Plan must be enrolled in one of the above plans or certify that he/she has other health insurance coverage that is similar to what Choices offers through another employer, a spouse/domestic partner's employer-sponsored medical plan, veteran's benefits, retirement plan, or Medicare to receive the waiver contribution. Such certification must state the name of the other insurance plan, name of the employer or retirement plan, and the name, Social Security Number and

medical record number of the subscriber.

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

The provisions of the above paragraph shall not apply to participants who decline coverage and enroll in an individual health insurance plan prior to January 2014.

The County agrees to indemnify and hold the members of the Coalition harmless from any liabilities of any nature which may arise as a result of the application of the provisions of this section.

#### Medical Waiver Default Rules

Effective January 1, 2020, in the event a participant fails to provide the required health insurance certification, they will be enrolled by default into a health insurance plan as follows:

- Participants who are members of CAPE will be enrolled in the lowest cost CAPE health insurance plan subject to the terms of subsection b.

- Participants eligible for participation in the Local 1014 plan will be enrolled in the Local 1014 health insurance plan subject to the terms of subsection c.
- Participants eligible for participation in the ALADS Health Plan will be enrolled in the lowest cost ALADS health insurance plan subject to the terms of subsection d.
- All other participants will be enrolled in the lowest cost County-sponsored Choices health insurance plan that the participant is eligible for.

2. DENTAL INSURANCE: Choices Participants may purchase a County-sponsored PPO or HMO dental plan:

Enrollment Rules:

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

adjustments are required due to imposition of state or federal taxes, or unless adjustments are otherwise agreed to by the County and Coalition.

Beginning January 1, 2007, the premiums for these plans will be on a three tier basis.

County contribution subsidy rates for Delta Dental during the term of the agreement as follows:

<u>Coverage</u>	<u>PPO Dental Subsidy</u>		
	<u>2019</u>	<u>2020</u>	<u>2021</u>
Employee Only	\$20.59	\$20.59	\$20.59
Employee plus one dependent	\$36.02	\$36.02	\$36.02
Employee plus two or more dependents	\$56.58	\$56.58	\$56.58

If the County discontinues the buy down of the PPO Dental subsidy, the cost of such buy down will be added proportionately to the contribution rate of all Choices participants, whether such participants purchase a PPO dental plan or not.

3. LIFE INSURANCE: All Choices Participants will automatically receive \$2,000 of term life insurance coverage if they are General Members of Retirement Plan A, B, C, D, or G or Safety Members of Retirement Plan A, B, or C. General Members

of Retirement Plan E are entitled to receive \$10,000 of term life insurance coverage. This coverage is fully paid by the County outside of the Choices Plan.

Participants may purchase optional County-sponsored term life insurance in amounts up to –eight times their annual salary. The County will subsidize the three-year rate guarantee for optional term life quoted by the insurer at a 15% subsidized rate for the term of this agreement.

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

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

The premiums in effect on January 1 of each plan year for the life insurance program will remain unchanged for the duration of that Plan Year, unless mid-year adjustments are required due to imposition of state or federal taxes.

4. ACCIDENTAL DEATH AND DISMEMBERMENT (AD&D) INSURANCE:

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

Enrollment Rules:

Participants may increase or decrease coverage, or continue existing coverage. No evidence of insurability is required. The premiums in effect on January 1 of each plan year for the AD&D program will remain unchanged for the duration of that Plan Year, unless mid-year adjustments are required due to imposition of state or federal taxes.

5. HEALTH CARE SPENDING ACCOUNT: Each Participant may allocate from \$10.00 to \$200.00 per month to a Health Care Spending Account. Changes to these limits for subsequent Plan Years shall be recommended by the Committee. Money allocated to a Health Care Spending Account may be expended on behalf of a Participant, or of his/her dependents, for "medical expenses," as defined in the Internal Revenue Code, incurred during the current Plan Year. Payments for such expenditures will be made directly to the Participants pursuant to claims procedures established by the Committee. Such procedures will provide that

claims must be submitted no later than six months after the close of the Plan Year in which the medical expenses were incurred.

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

6. DEPENDENT CARE SPENDING ACCOUNT:

- a. Each Participant may allocate from \$10.00 to \$400.00 per month to a Dependent Care Spending Account. Increases or decreases in the limits will be recommended by the Committee. Money allocated to a Dependent Care Spending Account may be expended on "employment-related" dependent care expenses, as defined in the Internal Revenue Code. As with the Health Care Spending Account, payments for such expenditures will be made directly to the Participants pursuant to claims procedures established by the Committee.

Such procedures will provide that claims must be submitted no later than six months after the close of the Plan Year in which the dependent care expenses were incurred.

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

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

The County contribution towards Dependent Care Spending Account for CCU members is subject to an annual limit not to exceed \$3.330 Million Dollars for plan years 2016, 2017 and 2018 (for a total of \$9.990 Million Dollars). Any remaining amount not used in the Plan Year will be returned to the County's General Fund.

Participants in the Choices Dependent Care Spending Account will be able to use their account for eligible Child Care and/or Elder Care expenses up to the maximum allowable contribution amount.

Participants would be required to sign up for the Dependent Care Spending



Account subject to existing administrative rules, IRS regulations, and other requirements governing flexible spending accounts.

The implementation of the County contribution towards Choices Dependent Care Spending Account shall not change any of the IRS guidelines and/or claims procedures as established by the Committee and outlined in the Health Care and Dependent Care Spending Accounts booklet. The CCU and Chief Executive Office Employee Relations Division will be responsible for making recommendations regarding the administration of the Dependent Care Spending Account and developing communication materials and election information. The provisions for the Choices Dependent Care Spending Account will be provided during the term of this MOU agreement.

7. TAXABLE CASH: Any portion of any County contribution which is not used to pay for the costs of nontaxable benefits available under this Plan shall be paid to the Participant as taxable cash. Effective the 2020 plan year, the Participant may receive up to a maximum of \$325 of taxable cash. Effective the 2021 plan year, the Participant may receive up to a maximum of \$244 of taxable cash.

HEALTH INSURANCE CONTRIBUTIONS

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

<u>Coverage</u>	<u>Monthly Contribution</u>		
	<u>7/2019</u>	<u>11/2019</u>	<u>2021</u>
Employee who waives health insurance coverage	\$244.00	\$244.00	\$244.00
Employee Only	\$986.26	\$1,005.99	\$1,031.14
Employee plus one dependent	\$1,799.45	\$1,835.44	\$1,881.33
Employee plus two or more dependents	\$2,125.70	\$2,168.21	\$2,222.42

In addition, in Plan Years 2019, 2020 and 2021, the County will buy down the premium of every County or Union sponsored health plan so the premium is decreased \$5.44 per month for Employee Plus One Dependent and Employee Plus Two Or More Dependents.

No employee may receive multiple contributions from the Choices Plan, the Los Angeles County Flexible Benefit Plan, or any other County contribution toward any health or dental insurance plan during the same month. An employee who would otherwise be eligible for more than one such contribution during any month will be entitled to the contribution to which his/her status on the last day of the month entitles him/her.

If an employee's nontaxable benefit selections cost the employee more than the amount of the applicable County contribution except as noted in Section 2 (Dental Insurance) of this Attachment A, the difference will be made up with pretax salary reduction contributions.

Salary reduction contributions are additional contributions made by the County in exchange for an equivalent reduction in an employee's taxable compensation. No County contribution or salary reduction contribution will be made on behalf of any Participant if he/she has not been in a pay status for at least eight hours during the preceding month. Unless otherwise required by State or Federal law, salary reduction contributions shall have no adverse effect on County retirement benefits authorized by the 1937 Retirement Act, the Public Employees' Pension Reform Act of 2013 (PEPRA), or any other employee benefit.

#### CHOICES SUSTAINABILITY BONUS\*

Effective January 1, 2020, the County agrees to pay full time, permanent employees<sup>1</sup> a four (4) level (approximately 1%) Choices Sustainability Bonus, as acknowledgement of CCU members cooperation with maintaining the bona fide status of the Choices Cafeteria Plan.

<sup>1</sup> Full time permanent employees as defined in attachment A.

CHOICES SUSTAINABILITY STEP\*

Effective January 1, 2021, the County agrees to add a half-step (11 levels, approximately 2.75%) to the range for all full-time, permanent<sup>1</sup> classifications as acknowledgment of cooperation with maintaining the bona fide status of the Choices Cafeteria Plan. Advancement to the additional step shall be granted upon completion of 12 months of service, at the final step, and receipt of a Competent or better Performance Evaluation. Employees who have been on the final step for one year and who have received a Competent or better PE will receive the additional step on January 1, 2021.

<sup>1</sup> Full time, permanent employees as defined in attachment A.

The parties agree the CHOICES Sustainability Step and 1% Bonus is funded from negotiated changes to the Cafeteria Plan. The County is also negotiating economic benefits from program changes to other Cafeteria plans. Therefore, CCU and its members specifically acknowledge and waive all “me too”/parity claims related to all economics given as a result of Changes to the County Cafeteria Plans.

The parties agree that the Choices Sustainability Step and 1% Bonus is funded from negotiated changes to the Cafeteria Plan. As such, if the County is ordered to pay economic damages in excess of \$20 million dollars based on a determination of non-bona fide plan status under the FLSA, the parties agree to immediately begin negotiations pursuant to County Code over reductions to the Choices sustainability step and bonus.

All full time permanent employees employed by the County covered by this agreement as of April 30, 2019 will receive: \*

- 1.) \$500 bonus
- 2.) 8 hours leave credit (to holiday bank or otherwise <sup>2</sup>)

<sup>2</sup> Employees represented by the Committee of Interns and Residents (CIR) Unit 323 will receive an extra 8 hours to be added to the 192 hours of Post Graduate Time off for a total of 200 hours, on a one-time basis.

\* Compensation adjustments and credited hours to address changes in the Choices benefit plan (e.g., the choices sustainability Bonus and Step) are not applicable to the Court. Court compensation is negotiated separately from County negotiations.

\* Does not apply to any MegaFlex participants, except that the \$500 bonus and 8 hours leave will be given to the employees in the UAPD Unit 324 (Physicians) and the AFSCME Unit 321 (Physician Assistants).

### ELECTION PROCEDURES

Eligible employees shall make their benefit elections pursuant to procedures established by the Chief Executive Office.

Employees hired prior to January 1, 1990, shall have 90 days to enroll. Employees hired on or after January 1, 1990, shall have 60 days to enroll.

An employee shall become a Participant effective on the first day of the month following the date on which the enrollment document is submitted.

A newly hired employee who fails to act within the above time limit will be deemed ineligible to participate in the Plan until the next Plan Year. For purposes of this Plan, "hired" means appointment to a position eligible for the Plan.

Employees who fail to submit the required enrollment documentation during an annual open enrollment within the established time frame will be subject to the default rules set forth below:

- a) If the defaulting employee is currently enrolled in a County-sponsored or County-approved union sponsored health insurance plan, he/she will become a Participant in the Choices Plan for the subsequent Plan Year, and will be deemed to have elected to perpetuate his/her existing benefit coverage relative to health insurance, dental insurance, optional life insurance, and AD&D insurance. The "existing coverage" for this purpose will be the coverage reflected on each Participant's December 15 pay warrant for the current year. For employees who are enrolled in CAPE health plan as of December 15 but are not eligible for the CAPE health plan in the following plan year, the medical waiver default rules shall apply. Such employee will not be entitled to receive coverage under a Health Care or Dependent Care Spending Account, and he/she will not receive any taxable cash unless the cost of his/her perpetuated nontaxable benefit coverage is less than the amount of the County contribution.

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

#### MAINTENANCE OF BENEFITS

Unless otherwise agreed to by the County and the Coalition, all insurance coverage sponsored by County shall retain the levels of benefits in effect on January 1, 2016, through December 31, 2018. In cases where a recognized employee organization sponsors a County-approved health insurance plan, such employee organization shall secure prior re-approval for the health plan contribution from the County whenever it plans to change the level of benefits and/or premium structure of its health insurance plan.

In recognition of the elimination of the names of the County-sponsored insurance plans for this Memorandum of Understanding, the parties agree that the County has an obligation to negotiate over the changes to the medical and dental plans contained in this Attachment. Changes to the plans include modification to any and all economic components, networks, medical providers, plan design and all aspects of pharmacy costs. The parties agree that any changes to benefits covered by this Attachment during the term of the 2015-2018 Memorandum of Understanding shall require the mutual agreement of the parties prior to implementation.

MISCELLANEOUS RULES:1. Unpaid Leaves of Absence:

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

2. Breaks in Service:

An employee who breaks service and then re-enters during the same Plan Year will be required to complete the current Plan Year with the benefit election in place at the time of the break. If the employee returns during a different Plan Year, he/she will be treated as a new hire.



An employee who breaks service and who has elected coverage under the Health Care Reimbursement or Dependent Care Reimbursement options will be deemed to be a Participant in the Plan through the end of the current Plan Year for the limited purpose of claiming any amounts set aside for said benefits prior to the break.

3. Change in Family Status:

The employee must submit a change in coverage or life event to Benefit Services, Personnel, Human Resources, or his/her Union Office if applicable, within 90 days from the date of a qualified change in family status to be eligible for any increase in, or alternate use of, the County Contribution. No refund of premium overpayments will be made if a change in coverage or life event is not received within the 90-day period.

The employee must check with his/her medical plan as to the time period in which that plan will accept a change in family status without proof of insurability, which may be less than 90 days.

ADMINISTRATIVE FEE

A monthly administrative fee of \$3.00 will be charged to each Participant; provided, however, that such fee shall be waived for any Participant who is (a) hired prior to July 1, 1989, and (b) appointed to a classification designated as eligible for the Plan effective July 1, 1989. Such fee shall be collected via tax-free salary reduction contributions.

ATTACHMENT BCOUNTY CONTRIBUTION TOWARD HEALTH INSURANCE FOR  
CERTAIN TEMPORARY AND RECURRENT EMPLOYEESSection 1.

The maximum monthly County contribution toward health insurance to be paid on behalf of employees designated in Section 2 shall be the premium of the County sponsored health insurance plan in which they are enrolled, or the premium of the County approved union sponsored health insurance plan in which they are enrolled, whichever is applicable, not to exceed the limits set forth below:

<u>Coverage</u>	<u>Maximum Monthly County Contribution</u>		
	<u>2019</u>	<u>2020</u>	<u>2021</u>
Employee Only	<u>\$860.68</u>	<u>\$912.32</u>	<u>\$967.06</u>
Employee plus one dependent	<u>\$1,528.68</u>	<u>\$1,620.40</u>	<u>\$1,717.62</u>
Employee plus two or more dependents	<u>\$1,754.75</u>	<u>\$1,860.04</u>	<u>\$1,971.64</u>

No employee shall receive a County contribution toward more than one health insurance plan during the same month.

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

## HEALTH INSURANCE SUBSIDY FOR NON-STUDENT PARTIME EMPLOYEES

### Employees Eligible For Participation

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

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

- a) The employee is on a daily or hourly item and the employee's total pay status hours for the three consecutive months prior to enrollment is equal to or greater than 244 hours.
  
- b) The employee is on a monthly permanent  $\frac{1}{2}$  time ("U"),  $\frac{3}{5}$  time ("V"),  $\frac{5}{8}$  time ("W"), or  $\frac{2}{3}$  time ("X") sub-item as defined in Section 6.28.020 of the County Code and the employee's total pay status hours for the three consecutive months prior to enrollment is equal to or greater than 256 hours.

### Initial Enrollment

The initial enrollment will allow for health benefits to be effective July 1, 2001.

To determine eligibility for the initial enrollment, the months of January, February and March of 2001 will be used to determine if an employee is in a pay-status for an average of twenty (20) hours a week.

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

### Ongoing Eligibility

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

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

If, during the term of this agreement, the County's monthly contribution for health insurance for represented employees not covered by Choices is increased in an amount above the monthly contribution provided for in Attachment B, the employees covered by Attachment B shall receive the higher monthly contribution.

### Section 2.

The contribution provided for in Section 1 shall be paid on behalf of any employee who a) is employed on a monthly temporary ("O" sub item), or monthly recurrent ("B" sub item), or monthly permanent  $\frac{3}{4}$  time ("Y" sub item) as defined in Section 6.28.020 of the County Code, and b) is not a participant in the Choices Plan. In no event shall a County contribution be made on behalf of any employee who has not been in a pay status for at least eight hours during the preceding month.

### Section 3.

The County contribution provided for in this Attachment B shall first be reflected in County pay warrants issued on the payday occurring on or about the fifteenth of the month following the indicated effective dates.

ATTACHMENT CSUMMARY DESCRIPTION OF THE LOS ANGELES COUNTY  
INVESTMENT FUND

The Los Angeles County Investment Fund (hereinafter LACIF) shall be an additional investment option within the existing Deferred Compensation and Thrift Plan, commonly known as Horizons. LACIF shall provide in part that:

1. Participation will be limited to employees who are Horizons participants on March 1, 1993. Enrollment will be on a one-time-only basis during the month of March 1993 to be effective April 1, 1993.
2. Participants may transfer all or any portion of their vested funds from other investment options within Horizons to LACIF without charge. The County may also transfer participants' non-vested match to LACIF.
3. The County will assume the prorata share of the existing Horizons Plan deficit equal to the amount transferred to LACIF.
4. LACIF will be secured by revenue-producing securities, Certificates of Participation (COPs), with a maximum fifteen year maturity, unless retired sooner.
5. The interest rate will be 1/2% above the credited rate for Horizons' Stable Income

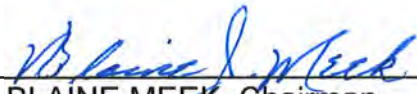
Fund (SIF), but not less than 6%. The interest rate will be set every six months.


6. Interest will be paid monthly beginning May 1993. The first payment of both principal and interest will be on or after July 1, 1994, but no later than August 15, 1994. The securities will not be called prior to July 1, 1994.
7. Earnings to LACIF will be credited in the same manner as Horizons' SIF. However, payments cannot be reinvested to LACIF, therefore, participants must designate, at the time of enrollment, another investment option(s) within Horizons to place their payments.
8. LACIF will be implemented if approximately \$25 million or more is transferred to it. If LACIF is over-subscribed, as determined by the CEO, the amount participants are permitted to transfer will be prorated. Participants will not be charged for any County or third party administrative "start-up" or communications costs associated with LACIF. It is understood that participants in this new investment option will pay no more than the on-going Horizons administrative fee.
9. Except as provided herein, the provisions of Horizons will apply to LACIF.
10. It is agreed and understood this is a one-time-only arrangement and will not be used in the future.

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.

COALITION OF COUNTY UNIONS AFL-CIO

COUNTY OF LOS ANGELES AUTHORIZED  
MANAGEMENT REPRESENTATIVE

By   
BLAINE MEEK, Chairman  
Coalition of County Unions

By   
SACHI A. HAMAI  
Chief Executive Officer

TO BE JOINTLY SUBMITTED TO COUNTY'S BOARD OF SUPERVISORS



SIGNATURE PAGE (Continued)

COALITION OF COUNTY UNIONS AFL-CIO

By \_\_\_\_\_  
IUOE, Local 501

By \_\_\_\_\_  
Los Angeles County Lifeguard Association

By \_\_\_\_\_  
AFSCME, Council 36

By \_\_\_\_\_  
Committee of Interns and Residents

By \_\_\_\_\_  
AFSCME, Local 685

By \_\_\_\_\_  
Union of American Physicians and Dentists

By \_\_\_\_\_  
Los Angeles County Fire Fighters,  
Local 1014

By \_\_\_\_\_  
California Association of Professional  
Employees

By \_\_\_\_\_  
Association for Los Angeles Deputy Sheriffs

By \_\_\_\_\_  
Los Angeles Building and Construction  
Trades Council

TO BE JOINTLY SUBMITTED TO COUNTY'S BOARD OF SUPERVISORS