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

SACHI A. HAMAI
Interim Chief Executive Officer

"To Enrich Lives Through Effective And Caring Service"

Board of Supervisors
HILDA L. SOLIS
First District

MARK RIDLEY-THOMAS
Second District

SHEILA KUEHL
Third District

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Fourth District

MICHAEL D. ANTONOVICH
Fifth District

July 21, 2015

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:

APPROVAL OF AMENDMENTS TO THE FRINGE BENEFIT MEMORANDA OF UNDERSTANDING FOR SEIU LOCAL 721 AND THE COALITION OF COUNTY UNIONS (ALL SUPERVISORIAL DISTRICTS) (3 VOTES)

SUBJECT

To submit for Board approval, amendments to the Fringe Benefit Memoranda of Understanding (MOUs) for Units represented by SEIU Local 721 and the Coalition of County Unions (CCU) which will bring the MOUs in compliance with recent legislation related to the accrual of paid leave for temporary employees.

IT IS RECOMMENDED THAT THE BOARD:

1. Approve the accompanying amendment to the Fringe Benefit MOU between the County and SEIU Local 721.

2. Approve the accompanying amendment to the Fringe Benefit MOU between the County and CCU.

3. Instruct the Auditor-Controller to make all payroll system changes necessary to implement the changes in the agreements.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

1. Incorporate into the Fringe MOUs the terms and conditions of the provisions required under Healthy Workplaces, Healthy Families Act of 2014 (AB 1522).

2. Incorporate into the Fringe MOUs the June 30, 2015, Board approved ordinance which provides sick personal time to temporary and recurrent employees at an accrual rate of 1 hour for every 30 hours worked.

Implementation of Strategic Plan Goals

The recommended action is consistent with the Countywide Strategic Plan by promoting the well-being of County employees and their families by offering comprehensive employee benefits.

Strategic Asset Management Principles Compliance

None.

FISCAL IMPACT/FINANCING

Amending the existing Fringe Benefit MOU language from Special Paid Leave to AB 1522 sick personal leave accrual for temporary and recurrent employees will be cost neutral.

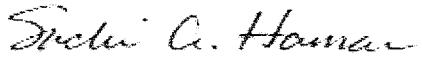
FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The accompanying amendments have been approved as to form by the County Counsel.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

None.

Respectfully submitted,



SACHI A. HAMAI

Interim Chief Executive Officer

SAH:JJ
RM:mj

Enclosures

c: Auditor Controller
County Counsel
Executive Office, Board of Supervisors
Human Resources
Coalition of County Unions
SEIU Local 721

AMENDMENT NO. 2
MEMORANDUM OF UNDERSTANDING
FOR JOINT SUBMISSION
TO BOARD OF SUPERVISORS
REGARDING THE
FRINGE BENEFITS

THIS AMENDMENT NO. 2 TO MEMORANDUM OF UNDERSTANDING made and entered into this 21st day of July 2015,

BY AND BETWEEN

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

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

WHEREAS, on the 25th day of February 2014, the parties entered into a Memorandum of Understanding regarding the Fringe Benefits, which Memorandum of Understanding was subsequently approved and ordered implemented by the County's Board of Supervisors; and

WHEREAS, as a result of mutual agreement, the parties desire to amend Fringe Benefits Memorandum of Understanding.

NOW, THEREFORE, the parties agree as follows:

1. Amend Article 28, Paid Leave For Temporary Employees in accordance with recent California legislation (A.B. 1522).
2. Allow payable personal sick leave for hourly as–needed ("F" items) and hourly recurrent ("H" items) employees.
    a. Accrue personal sick leave at rate of 1 hour for every 30 hours worked; to a maximum of 48 hours.
    b. Allow 24 hours of personal sick leave usage for purpose of attending to own health care and the health care of defined family members annually.
    c. Allow buy-back of up to three (3) days in lieu of carrying over such time.
3. Allow non-payable personal sick leave for per session, commission, fractional and otherwise specified employees.
    a. Define employee eligibility criteria.
    b. Accrue personal sick leave at rate of 1 hour for every 30 hours worked, to a maximum of 48 hours.

c. Allow 24 hours of personal sick leave usage for purpose of attending to own health care and the health care of defined family members annually.

4. Negotiated revisions effective July 1, 2015.

5. This Amendment No. 2 to said Memorandum of Understanding constitutes a mutual recommendation to be jointly submitted to the County's Board of Supervisors, and this Amendment No. 2 will be effective when and if approved by said Board of Supervisors in the same manner provided in Article 2, which was applicable to the implementation of the original Memorandum of Understanding.

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute this Amendment No. 2 the day, month and year first above written.

SEIU Local 721

AUTHORIZED REPRESENTATIVES

By_____

AUTHORIZED MANAGEMENT REPRESENTATIVES

By_____
Sachi Hamai
Interim ChiefExecutive Officer

ARTICLE 28 PAID LEAVE FOR TEMPORARY EMPLOYEES

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

1) AB1522 Personal Sick Leave (Payable)

A. Eligibility

Any temporary employee subject to this Memorandum of Understanding who is employed exclusively on an hourly as-needed ("F" item) or hourly recurrent ("H" item) basis during the calendar years 2013-2015 shall be eligible for AB1522 Personal Sick Leave (Payable) pursuant to this Article.

B. Earning and Accrual of Leave

An eligible employee shall earn AB1522 Personal Sick Leave (Payable) to a maximum of 48 hours and may carry over the hours to any subsequent year based on the following accrual rate: 1 hour of AB1522 Personal Sick Leave (Payable) for every 30 hours worked.

C. Use of AB1522 Personal Sick Leave (Payable)

24 hours of accrued AB1522 Personal Sick leave (Payable), may be taken off per calendar year, subject to prior approval of Management for personal reasons pursuant to County Code Section 6.20.030 A(2). AB1522 Personal Sick Leave (Payable) may also be taken for the purpose of attending to own health care and health care of family members as

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

D. Pay for Unused AB1522 Personal Sick Leave (Payable)

An employee may, at his/her option, be paid for up to 3 AB1522 Personal Sick Leave (Payable) days (24 hours), in lieu of carrying over such days, if the employee uses no AB1522 Personal Sick Leave (Payable) for any reason. AB1522 Personal Sick Leave (Payable) shall be paid at the employee's workday rate of pay in effect at the time of payment. The remaining balance of days or the full balance of days may be carried over.

The provisions of this article (Section 1) are effective as of July 1, 2015. Special Paid Leave will terminate as of June 30, 2015. The number of Special Paid Leave days accrued based on the number of days worked until June 30, 2015, (as stipulated in the previous Fringe agreement) shall be accredited to the employee on January 1, 2016. The employee may choose to utilize the accredited day(s) or may be paid out at the employee's work day rate in effect at the time of payment.

AB1522 PERSONAL SICK LEAVE (NON-PAYABLE)

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

2) AB1522 Personal Sick Leave (Non-Payable)

A. Eligibility

Any employee subject to this Memorandum of Understanding, and is employed exclusively on a per clinic, consultation or visit ("G" item) or per session ("J" item), or part-time as defined by 1/5 time ("P" item), ¼ time ("Q" item), 5/16 time ("R" item), 1/3 time ("S" item), 2/5 time ("T" item) basis, rehired retiree employee, or any employee who has previously not accrued any form of sick leave benefits such as Relief Nurses (Item #5261, under BU311) shall be eligible for AB1522 Sick Leave (Non-Payable) pursuant to this Article.

B. Earning and Accrual of Leave

An eligible employee shall earn AB1522 Personal Sick Leave (Non-Payable) to a maximum of 48 hours and may carry over the hours to any subsequent year based on the following accrual rate: 1 hour of AB1522 Personal Sick Leave (Non-Payable) for every 30 hours worked. Any accrued hours will not be payable.

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

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

AMENDMENT NO. 2
MEMORANDUM OF UNDERSTANDING
FOR JOINT SUBMISSION
TO BOARD OF SUPERVISORS
REGARDING THE
FRINGE BENEFITS

THIS AMENDMENT NO. 2 TO MEMORANDUM OF UNDERSTANDING made and entered into this 21st day of July 2015,

BY AND BETWEEN

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

AND

THE COALITION OF COUNTY UNIONS, AFL-CIO, (hereinafter referred to as the "Coalition").

WHEREAS, on the 25th day of February 2014, the parties entered into a Memorandum of Understanding regarding the Fringe Benefits, which Memorandum of Understanding was subsequently approved and ordered implemented by the County's Board of Supervisors; and

WHEREAS, as a result of mutual agreement, the parties desire to amend Fringe Benefits Memorandum of Understanding.

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IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute this Amendment No. 2 the day, month and year first above written.

COALITION OF COUNTY UNIONS AFL-CIO	COUNTY OF LOS ANGELES AUTHORIZED MANAGEMENT REPRESENTATIVE
By _____	By _____ Sachi Hamai InterimChief Executive Officer

ARTICLE 28 PAID LEAVE FOR TEMPORARY EMPLOYEES

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A. Eligibility

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An eligible employee shall earn AB1522 Personal Sick Leave (Payable) to a maximum of 48 hours and may carry over the hours to any subsequent year based on the following accrual rate: 1 hour of AB1522 Personal Sick Leave (Payable) for every 30 hours worked.

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

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Exclusions: The provisions of this Article shall not apply to anyone employed on the following items:

Item No.	Title
2923E	Ocean Lifeguard
2948H	Lake Lifeguard, Parks and Recreation
2949H	Senior Lake Lifeguard, Parks and Recreation

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