

# 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

"To Enrich Lives Through Effective And Caring Service"

Board of Supervisors HILDA L. SOLIS First District

HOLLY J. MITCHELL Second District

SHEILA KUEHL Third District

JANICE HAHN Fourth District

KATHRYN BARGER Fifth District

February 09, 2021

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:

**ADOPTED** 

BOARD OF SUPERVISORS COUNTY OF LOS ANGELES

24 February 9, 2021

CELIA ZAVALA EXECUTIVE OFFICER

AMENDMENTS TO MEMORANDA OF UNDERSTANDING FOR BARGAINING UNITS 611
(ASSOCIATION FOR LOS ANGELES DEPUTY SHERIFFS), 612 (PROFESSIONAL PEACE
OFFICERS ASSOCIATION), 701 (DEPUTY PROBATION OFFICERS), 641 (BEACH
LIFEGUARDS), 642 (SUPERVISORY BEACH LIFEGUARDS), AND 613 (PUBLIC DEFENDER
INVESTIGATORS); EXTENSION OF FAMILIES FIRST CORONAVIRUS RESPONSE ACT LEAVE
TIME FOR REPRESENTED EMPLOYEES
ALL DISTRICTS

(4-VOTES)

## **SUBJECT**

Approve the Amendments to Memoranda of Understanding (MOU) for Bargaining Units (BUs) 611 (Association for Los Angeles Deputy Sheriffs), 612 (Professional Peace Officers Association), 701 (Deputy Probation Officers), 641 (Beach Lifeguards), 642 (Supervisory Beach Lifeguards), and 613 (Public Defender Investigators); Extend a Families First Coronavirus Response Act (FFCRA) equivalent leave time provision for all represented County employees.

#### IT IS RECOMMENDED THAT THE BOARD:

- 1. Approve the accompanying MOU Amendments between the County and the following BUs: 611 (Association for Los Angeles Deputy Sheriffs), 612 (Professional Peace Officers Association), 701 (Deputy Probation Officers), 641 (Beach Lifeguards), 642 (Supervisory Beach Lifeguards), and 613 (Public Defender Investigators).
- 2. Approve and authorize a FFCRA County equivalent leave time provision with a retroactive date to January 1, 2021, to cover represented employees pursuant to a properly executed labor agreement.

The Honorable Board of Supervisors 2/9/2021 Page 2

3. Instruct the Auditor-Controller to make all payroll system changes necessary to implement the recommendations contained herein.

#### PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

#### **BACKGROUND**

The MOUs for BUs 641 and 642 expired on December 31, 2020, and MOUs for Bargaining Units 611, 612, 613, and 701 expire on January 31, 2021. These agreements provided for an approximate seven percent (7%) salary increase over a three-year period.

In March 2020, Congress enacted FFCRA to provide paid time off and protected leave to eligible employees impacted by COVID-19. Under FFCRA, eligible employees were granted up to 80 hours of emergency paid sick leave and up to 12 weeks of Expanded Family Medical Leave Act (FMLA) leave to be used for COVID-19-related illness, family care, or child care reasons. The FFCRA leave provisions became effective on April 1, 2020 and expired on December 31, 2020.

#### MOU AMENDMENTS

Based on unprecedented circumstances caused by COVID-19, the parties have agreed to extend the current terms of the agreements with BUs 611, 612, 613, 641, 642, and 701 for one additional year with no salary increases during the contract term extension. The agreements maintain a "status quo" for all other terms and conditions of employment. We are requesting your approval of the extensions for BUs 611, 612, 613, and 701 through January 31, 2022, and the extensions for BUs 641 and 642 through December 31, 2021.

#### FFCRA EQUIVALENT LEAVE EXTENSION

In conjunction with these MOU Amendments, we also request your approval of an FFCRA "equivalent" leave time benefit, retroactive to January 1, 2021, for all represented County employees. Under an executed agreement with labor, the FFCRA equivalent leave would remain in effect through March 31, 2021, but may end earlier if certain specified conditions are met. It would provide Emergency Paid Sick Leave and Expanded FMLA Leave to qualified County employees in the same amounts and under the same terms and conditions as under the County's initial implementation of FFCRA. A copy of the agreement executed with all County Labor Unions is enclosed. This extension is necessary due to the increasing and ongoing prevalence of the COVID-19 virus.

#### **Implementation of Strategic Plan Goals**

The actions recommended in this Board letter promote the County's Strategic Plan Goal of Fiscal Sustainability by providing a wage and benefit structure that is financially responsible.

#### **FISCAL IMPACT/FINANCING**

The MOU Amendment provisions have been agreed to by the unions and are within the Board of Supervisors' parameters. The estimated cost of extending equivalent FFCRA leave through March 31, 2021, has been accounted into the County Budget for the Fiscal Year 2020-21.

The Honorable Board of Supervisors 2/9/2021 Page 3

## FACTS AND PROVISIONS/LEGAL REQUIREMENTS

These MOU Amendments provide for a zero percent (0%) increase for a single year.

The accompanying County equivalent FFCRA leave time has been agreed to by all labor unions. This County equivalent FFCRA leave time expires on March 31, 2021, or may end earlier if certain specified conditions are met.

## **IMPACT ON CURRENT SERVICES (OR PROJECTS)**

No impact on current services.

Respectfully submitted,

FESIA A. DAVENPORT

Chief Executive Officer

FAD:JMN:MM:TP

NV:PB:MC:PC:JH:RW:mlj

#### **Enclosures**

c: Executive Office, Board of Supervisors
County Counsel
Auditor-Controller
Human Resources
American Federation of State, County
and Municipal Employees, Local 685
Association for Los Angeles Deputy Sheriffs
Los Angeles County Lifeguard Association
Professional Peace Officers Association

# AGREEMENT BETWEEN THE COUNTY OF LOS ANGELES (COUNTY) AND SERVICE EMPLOYEES INTERNATIONAL UNION LOCAL 721 (SEIU) REGARDING THE CONTINUATION OF FAMILY FIRST CORONAVIRUS RESPONSE ACT (FFCRA)

AND COUNTY-PROVIDED DISCRETIONARY LEAVE BENEFITS AS DEFINED BY THE COUNTY ON APRIL 1, 2020 (AGREEMENT)

The federal Families First Coronavirus Response Act (FFCRA), effective April 1, 2020, through December 31, 2020, provides employees with up to two workweeks (up to 80 hours) of Emergency Paid Sick Leave (EPSL) for specified qualifying COVID-19-related reasons and all eligible employees with up to 12 workweeks of partially paid Expanded Family and Medical Leave (Expanded FMLA) to care for an employee's child whose school or child care is closed, or child care provider is unavailable, due to COVID-19. The FFCRA is currently scheduled to expire on December 31, 2020.

The FFCRA permitted employees working as health care providers and emergency responders to be excluded from being able to take EPSL and Expanded FMLA. In response, the County of Los Angeles (County) issued County-provided Discretionary Leaves, including an EPSL-equivalent County-provided discretionary leave known as "COVID Paid Leave" and an Expanded FMLA-equivalent County-provided discretionary leave known as "COVID Leave" that could be approved or denied at the discretion of a department head. The County-provided Discretionary Leaves are also currently scheduled to expire on December 31, 2020.

In order to ensure that EPSL, Expanded FMLA, COVID Leave and COVID Paid Leave do not expire on December 31, 2020 for those employees who have not yet exhausted these leaves, the County will continue to provide these leave benefits as previously defined by the County and qualified in "Packet A" and "Packet B" (attached/incorporate herein).

These leave benefits will remain effective on January 1, 2021 and may be used until March 31, 2021, or until the termination of the County's declared local public health emergency, extension of the FFCRA, or enactment of federal or state law providing similar leave, whichever occurs first. Further, all leave provisions pursuant to this Agreement may be terminated at the sole discretion of the Chief Executive Office with 15-days advance notice:

#### The Parties agree to the following:

- 1. The FFCRA and the County-provided Discretionary Leaves will currently expire on December 31, 2020.
- The parties acknowledge this extension is not a grant of new or additional benefits and is limited to a continuation of EPSL, Expanded FMLA, COVID Leave and COVID Paid Leave, which are scheduled to expire on December 31, 2020.
- The County will continue EPSL, Expanded FMLA, COVID Leave and COVID Paid Leave benefits as defined and qualified in Packets A and B until March 31, 2021.

- Any eligible newly hired full time County employee, hired on or after January 1, 2021, will be granted the hourly equivalent of up to two workweeks (80 hours) for EPSL or COVID Paid Leave.
- 5. Any newly hired full time County employee, hired on or after January 1, 2021, after at least 30 calendar days of employment, will be allowed to request up to 12 workweeks Expanded FMLA or COVID Leave (of which the last 10 weeks are partially paid). Employees may use EPSL or COVID Paid Leave for the first 2 weeks that are unpaid under Expanded FMLA or COVID Leave.
- 6. Any eligible newly hired part time County employee, hired on or after January 1, 2021, shall come to agreement with the Department as to an estimated number of work hours the employee will work over a two-week period. These agreed upon hours will be the EPSL or COVID Leave hours allocated to the employee.
- 7. Employees may not "cash-out" any unused time or receive any cash value of the leaves discussed herein for any reason, including upon retirement, resignation or termination. Similarly, unused leave balances from the programs listed in this agreement shall not be subject to any leave "buy back" programs contained in any memoranda of understanding or fringe benefits agreements.
- 8. The parties acknowledge that the programing of payroll systems in LA County may not immediately reflect the FFCRA or County-provided Discretionary Leaves leave balances. For example, upon expiration of the FFCRA, County-provided Discretionary Leaves or this agreement, employees may still see "time" in their payroll records; however, this time will not be available for use and may be subtracted from an employee's regular leave balances, or otherwise recovered, should purposeful or inadvertent usage occur.
- Employees who have exhausted their EPSL, Expanded FMLA, COVID Leave or COVID Paid Leave will not be eligible for any additional allotment of EPSL, Expanded FMLA, COVID

   Leave or COVID Paid Leave.
- Employing County Departments may request documentation to support an employee's request for EPSL, Expanded FMLA, COVID Leave or COVID Paid Leave.
- 11. Except as otherwise specified in this Agreement, U.S. Department of Labor implementation regulations and guidance pertaining to the FFCRA will be followed as to the extension of EPSL and Expanded FMLA. County-issued implementation guidance pertaining to the County-provided Discretionary Leaves will be followed as to the extension of COVID Leave and COVID Paid Leave.
- 12. This Agreement will terminate upon the occurrence of one of the following, whichever occurs first: March 31, 2021; declaration by the County's Chief Executive Officer or designee, in accordance with the termination of the County's declared local public health emergency; extension of the FFCRA; or enactment of federal or state law providing similar leave. Further, all leave provisions pursuant to this Agreement may be terminated at the sole discretion of the Chief Executive Office with 15-

# days advance notice.

Date:

Attachment 1 - Packet A, Packet B dated xxxxxx	
This Agreement is executed by the following	llowing authorized representatives of each party
SELF Authorized Representatives:	Los Angeles County Authorized Representative TIM Pescatello
Name/Title: Bost Diener	Name/Title:
Date: Assistant to the President	Date:
Name/Title:	Name/Title:

Date:

AMENDMENT NO. 1
MEMORANDUM OF UNDERSTANDING
FOR JOINT SUBMISSION
TO THE BOARD OF SUPERVISORS
REGARDING THE
PEACE OFFICERS
EMPLOYEE REPRESENTATION UNIT

THIS AMENDMENT NO. 1 TO MEMORANDUM OF UNDERSTANDING made and entered into this 9<sup>th</sup> day of February 2021,

BY AND BETWEEN

Authorized Management Representative (hereinafter referred to as "Manag1ement") of the County of Los Angeles (hereinafter referred to as "County")

ASSOCIATION FOR LOS ANGELES DEPUTY SHERIFFS (hereinafter referred to as "ALADS" or "Union").

WHEREAS, on the 15th day of October, 2018, the parties entered into a Memorandum of Understanding regarding the Peace Officers Employee Unit ("Memorandum of Understanding"), and the 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 extend the Memorandum of Understanding by one year, maintaining all current provisions and terms as status quo under the Memorandum of Understanding. Accordingly, the parties agree to adjust all relevant dates in the Memorandum of Understanding necessary to accommodate the extension, and to amend the Memorandum of Understanding only as set forth hereafter:

NOW, THEREFORE, the parties agree as follows:

#### 1. ARTICLE 5 TERM

The term of this Memorandum of Understanding shall commence on the date when the terms and conditions for its effectiveness, as set forth in Article 4, Implementation, are fully met. This Memorandum of Understanding shall expire and otherwise be fully terminated at 12:00 midnight on January 31, 2022.

#### 2. ARTICLE 6 RENEGOTIATION

In the event either party hereto desires to negotiate the provisions of a successor Memorandum of Understanding, such party shall serve upon the other, its request to commence negotiations, as well as its initial written proposals for such successor Memorandum of Understanding no later than September 15, 2021. Negotiations shall begin no later than

October 15, 2021. If full and entire agreement on the terms of a successor Memorandum of Understanding is not reached by November 30, 2021, an impasse shall be automatically declared on those issues which remain in dispute unless the parties mutually agree to continue negotiations.

#### 3. ARTICLE 10 UNIFORMS

Section 1. Uniform Replacement and Maintenance Allowance In addition to the above, employees covered by this agreement and employed on November 1, 2021, shall be entitled to a lump sum payment of one thousand seven hundred fifty dollars (\$1750) in lieu of the uniform items previously issued and replaced under the 1979-1981 Memorandum of Understanding. Such payment shall be made between December 1, 2021, and December 15, 2021, by separate payroll warrant.

4. This Amendment No. 1 to said Memorandum of Understanding constitutes a mutual recommendation to be jointly submitted to the County's Board of Supervisors and this Amendment No. 1 will be effective when and if approved by said Board of Supervisors in the same manner provided in Article 4, 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. 1 the day, month and year first above written.

**ASSOCIATION FOR LOS ANGELES DEPUTY SHERIFFS (ALADS)** 

**COUNTY OF LOS ANGELES AUTHORIZED MANAGEMENT REPRESENTATIVES** 

Sheriff

AMENDMENT NO. 2
MEMORANDUM OF UNDERSTANDING
FOR JOINT SUBMISSION
TO THE BOARD OF SUPERVISORS
REGARDING THE
SUPERVISORY PEACE OFFICERS
EMPLOYEE REPRESENTATION UNIT

THIS AMENDMENT NO. 2 TO MEMORANDUM OF UNDERSTANDING made and entered into this 9<sup>th</sup> day of February 2021,

BY AND BETWEEN

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

Professional Peace Officers Association (hereinafter referred to as "PPOA" or "Union").

WHEREAS, on the 16th day of October, 2018, the parties entered into a Memorandum of Understanding regarding the Supervisory Peace Officers Employee Unit, ("Memorandum of Understanding"), and the 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 extend the Memorandum of Understanding by one year, maintaining all current provisions and terms as status quo under the Memorandum of Understanding. Accordingly, the parties agree to adjust all relevant dates in the Memorandum of Understanding necessary to accommodate the extension, and to amend the Memorandum of Understanding only as set forth hereafter:

NOW, THEREFORE, the parties agree as follows:

#### 1. ARTICLE 5 TERM

The term of this Memorandum of Understanding shall commence on the date when the terms and conditions for its effectiveness, as set forth in Article 4, Implementation, are fully met, but in no event, shall said Memorandum of Understanding become effective prior to 12:01 a.m., on February 1, 2021. This Memorandum of Understanding shall expire and otherwise be fully terminated at 12:00 midnight on January 31, 2022.

# 2. ARTICLE 6 RENEGOTIATION

In the event either party hereto desires to negotiate the provisions of a successor Memorandum of Understanding, such party shall serve upon the other, its request to commence negotiations, as well as its initial written proposals for such successor Memorandum of Understanding no later than September 15, 2021. Negotiations shall begin no later than

October 15, 2021. If full and entire agreement on the terms of a successor Memorandum of Understanding is not reached by November 30, 2021, an impasse shall be automatically declared on those issues which remain in dispute unless the parties mutually agree to continue negotiations.

## 3. ARTICLE 9 UNIFORMS

Section 1. Uniform Replacement and Maintenance Allowance

Employees covered by this agreement and employed on November 1,

2021, shall be entitled to a lump sum payment of one thousand seven

hundred fifty dollars (\$1750) in lieu of the uniform items previously issued

and replaced under the 1979-1981 Memorandum of Understanding. Such

payment shall be made between December 1, 2021 and December 15,

2021, by separate payroll warrant.

4. 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 4, 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.

PROFESSIONAL PEACE OFFICERS ASSOCIATION (PPOA)

By Want Out PPOA

COUNTY OF LOS ANGELES AUTHORIZED MANAGEMENT REPRESENTATIVES

Chief Administrative Officer

District Attorney

By Sheriff

AMENDMENT NO. 1
MEMORANDUM OF UNDERSTANDING
FOR JOINT SUBMISSION
TO THE BOARD OF SUPERVISORS
REGARDING THE
DEPUTY PROBATION OFFICERS
EMPLOYEE REPRESENTATION UNIT

THIS AMENDMENT NO. 1 TO MEMORANDUM OF UNDERSTANDING made and entered into this 9<sup>th</sup> day of February 2021,

BY AND BETWEEN

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

AMERICAN FEDERATION OF STATE, COUNTY, AND MUNICIPAL EMPLOYEES LOCAL 685 (hereinafter referred to as "AFSCME" or "Union").

WHEREAS, on the 3<sup>rd</sup> day of December, 2019, the parties entered into a Memorandum of Understanding regarding the Deputy Probation Officers Employee Unit ("Memorandum of Understanding"), and the Memorandum of Understanding was subsequently approved and ordered implemented by the County's Board of Supervisors; and HEREAS, as a result of mutual agreement, the parties desire to extend the Memorandum of Understanding by one year, maintaining all current provisions and terms as status quo under the Memorandum of Understanding. Accordingly, the parties agree

to adjust all relevant dates in the Memorandum of Understanding necessary to accommodate the extension, and to amend the Memorandum of Understanding only as set forth hereafter:

NOW, THEREFORE, the parties agree as follows:

# 1. ARTICLE 4 TERM

The term of this Memorandum of Understanding shall commence on the date when the terms and conditions for its effectiveness, as set forth in Article 3, Implementation, are fully met; but in no event shall said memorandum of understanding become effective prior to 12:01 am on February 1, 2018 This Memorandum of Understanding shall expire and otherwise be fully terminated at 12:00 midnight on January 31, 2022.

# 2. ARTICLE 5 RENEGOTIATION

In the event either party hereto desires to negotiate the provisions of a successor Memorandum of Understanding, such party shall serve upon the other no later than September 7, 2021, its written request to commence negotiations, as well as its initial written proposals for such successor Memorandum of Understanding, with the exception of salary proposals which shall be presented no later than October 5, 2021. Upon receipt of such written notice and proposals, negotiations shall begin no later than October 15, 2021.

#### 3. ARTICLE 31 LEAVE OF ABSENCE FOR UNION BUSINESS

Not more than three (3) employees covered hereby, at the request of the Local 685 Executive Board, and subject to Civil Service Rules, shall be granted a leave of absence without pay not to exceed the term of the MOU for the purpose of conducting union business with the County of Los Angeles.<sup>1</sup>

#### 4. ARTICLE 40 UNIFORMS

Section 4. Uniform Replacement and Maintenance Allowance
In addition to the above, employees covered by this agreement and
employed on November 1, 2021, shall be entitled to a lump sum payment
of eight hundred fifty dollars (\$850) in lieu of the uniform items previously
issued. Such payment shall be made between December 1, 2021, and
December 15, 2021, by separate payroll warrant.

## 5. ARTICLE 49 TRAINING FUND

Parties agree that for the purposes of ARTICLE 49, Training Fund, the unexpended funds described in that article will be due for return to Los Angeles County upon the completion of the term described in Item 1 above.

<sup>&</sup>lt;sup>1</sup> This amendment reflects an agreement which was previously negotiated and was unintentionally excluded from the published MOU.

6. This Amendment No. 1 to said Memorandum of Understanding constitutes a mutual recommendation to be jointly submitted to the County's Board of Supervisors and this Amendment No. 1 will be effective when and if approved by said Board of Supervisors in the same manner provided in Article 3, 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. 1 the day, month and year first above written.

AMERICAN FEDERATION FOR STATE, **COUNTY OF LOS ANGELES COUNTY, AND MUNICIPAL EMPLOYEES AUTHORIZED MANAGEMENT LOCAL 685 REPRESENTATIVES** President Hans Liane AFSCME Local 685 Ву 1st Vice President, **Eddie Chism AFSCME Local 685** 2<sup>nd</sup> VP and Chief/Steward Director DCFS Jonathan B Byrd **AFSCME Local 685** 

By Donald h. Warlington

Chief Labor Negotiator Donald L Washington AFSCME Local 685 AMENDMENT NO. 1
MEMORANDUM OF UNDERSTANDING
FOR JOINT SUBMISSION
TO THE BOARD OF SUPERVISORS
REGARDING THE
BEACH LIFEGUARDS
EMPLOYEE REPRESENTATION UNIT

THIS AMENDMENT NO. 1 TO MEMORANDUM OF UNDERSTANDING made and entered into this 9<sup>th</sup> day of February 2021,

BY AND BETWEEN

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

AND

LOS ANGELES COUNTY FIRE LIFEGUARD ASSOCIATION (hereinafter referred to as "LACOLA" or "Union")

WHEREAS, on the 21st day of May 2019, the parties entered into a Memorandum of Understanding regarding the Beach Lifeguards Employee Representation Unit, and the 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 extend the Memorandum of Understanding by one year, maintaining all current provisions and terms as status quo under the Memorandum of Understanding. Accordingly, the parties agree to adjust all relevant dates in the Memorandum of Understanding necessary to accommodate the extension, and to amend the Memorandum of Understanding only as set forth hereafter:

NOW, THEREFORE, the parties agree as follows:

#### 1. ARTICLE 6 TERM

The term of this Memorandum of Understanding shall commence on the date when the terms and conditions for its effectiveness, as set forth in Article 3, Implementation, are fully met, but in no event shall said Memorandum of Understanding become effective prior to 12:01 a.m., on January 1, 2018. This Memorandum of Understanding shall expire and otherwise be fully terminated at 12:00 midnight on December 31, 2021.

## 2. ARTICLE 5 RENEGOTIATION

In the event either party hereto desires to negotiate a successor Memorandum of Understanding, such party shall serve upon the other during the period from July 1, 2021, through August 1, 2021, its written request to commence negotiations as well as its initial written proposals for such successor Memorandum of Understanding.

Upon receipt of such written notice and proposals, negotiations shall begin no later than 30 days after such receipt or September 1, 2021, whichever

is later. An impasse concerning the items under negotiations shall be declared automatically if full and entire agreement on the terms of a successor Memorandum of Understanding is not reached by October 31, 2021, unless the parties mutually agree to continue negotiations.

# 3. ARTICLE 8 SALARIES

#### Section 4. Sick Leave Accrual Exchange

2. In addition to the days of unused full-pay sick leave for which an employee may be paid pursuant to Section 2 of said Article 12, an employee may, at his/her option, regardless of whether sick leave was used during the preceding 12 months, receive payment for up to two additional sick leave days on July 1, 2021 in lieu of carrying such days, provided at least 20 days of full-pay sick leave remain to the employee's credit after such payment.

#### 4. ARTICLE 16 UNIFORMS

# Section 3. Uniform Replacement and Maintenance Allowance

Permanent employees covered by this agreement and employed on November 1, 2021, shall be entitled to a lump sum payment of one thousand and fifty dollars (\$1,050.00) in lieu of the uniform items previously issued and replaced under the 2000-2002 Memorandum of Understanding. Such payment shall be made between December 1, 2021 and December 15, 2021, by separate payroll warrant.

This allowance shall not constitute a base rate.

5. This Amendment No. 1 to said Memorandum of Understanding constitutes a mutual recommendation to be jointly submitted to the County's Board of Supervisors and this Amendment No. 1 will be effective when and if approved by said Board of Supervisors in the same manner provided in Article 3, 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. 1 the day, month and year first above written.

LOS ANGELES COUNTY LIFEGUARD ASSOCIATION

COUNTY OF LOS ANGELES AUTHORIZED MANAGEMENT REPRESENTATIVES

Kyle Power President, LACOLA Fesia A. Davenport
Acting Chief Executive Officer

TO BE JOINTLY SUBMITTED TO COUNTY'S BOARD OF SUPERVISORS

AMENDMENT NO. 1
MEMORANDUM OF UNDERSTANDING
FOR JOINT SUBMISSION
TO THE BOARD OF SUPERVISORS
REGARDING THE
SUPERVISORY BEACH LIFEGUARDS
EMPLOYEE REPRESENTATION UNIT

THIS AMENDMENT NO. 1 TO MEMORANDUM OF UNDERSTANDING made and entered into this 9<sup>th</sup> day of February 2021,

BY AND BETWEEN

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

AND

LOS ANGELES COUNTY FIRE LIFEGUARD ASSOCIATION (hereinafter referred to as "LACOLA" or "Union")

WHEREAS, on the 21<sup>st</sup> day of May 2019, the parties entered into a Memorandum of Understanding regarding the Supervisory Beach Lifeguards Employee Representation Unit, and the 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 extend the Memorandum of Understanding by one year, maintaining all current provisions and terms as status quo under the Memorandum of Understanding. Accordingly, the parties agree to adjust all relevant dates in the Memorandum of Understanding necessary to accommodate the extension, and to amend the Memorandum of Understanding only as set forth hereafter:

NOW, THEREFORE, the parties agree as follows:

# 1. ARTICLE 6 TERM

The term of this Memorandum of Understanding shall commence on the date when the terms and conditions for its effectiveness, as set forth in Article 3, Implementation, are fully met, but in no event shall said Memorandum of Understanding become effective prior to 12:01 a.m., on January 1, 2018. This Memorandum of Understanding shall expire and otherwise be fully terminated at 12:00 midnight on December 31, 2021.

#### 2. ARTICLE 5 RENEGOTIATION

In the event either party hereto desires to negotiate a successor Memorandum of Understanding, such party shall serve upon the other during the period from July 1, 2021, through August 1, 2021, its written request to commence negotiations as well as its initial written proposals for such successor Memorandum of Understanding.

Upon receipt of such written notice and proposals, negotiations shall begin no later than 30 days after such receipt or September 1, 2021, whichever

is later. An impasse concerning the items under negotiations shall be declared automatically if full and entire agreement on the terms of a successor Memorandum of Understanding is not reached by October 31, 2021, unless the parties mutually agree to continue negotiations.

# 3. ARTICLE 8 SALARIES

# Section 4. Sick Leave Accrual Exchange

2. In addition to the days of unused full-pay sick leave for which an employee may be paid pursuant to Section 2 of said Article 12, an employee may, at his/her option, regardless of whether sick leave was used during the preceding 12 months, receive payment for up to two additional sick leave days on July 1, 2021 in lieu of carrying such days, provided at least 20 days of full-pay sick leave remain to the employee's credit after such payment.

# 4. ARTICLE 16 UNIFORMS

# Section 3. Uniform Replacement and Maintenance Allowance

Permanent employees covered by this agreement and employed on November 1, 2021, shall be entitled to a lump sum payment of one thousand and fifty dollars (\$1,050.00) in lieu of the uniform items previously issued and replaced under the 2000-2002 Memorandum of Understanding. Such payment shall be made between December 1, 2021 and December 15, 2021, by separate payroll warrant.

This allowance shall not constitute a base rate.

5. This Amendment No. 1 to said Memorandum of Understanding constitutes a mutual recommendation to be jointly submitted to the County's Board of Supervisors and this Amendment No. 1 will be effective when and if approved by said Board of Supervisors in the same manner provided in Article 3, 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. 1 the day, month and year first above written.

LOS ANGELES COUNTY LIFEGUARD ASSOCIATION COUNTY OF LOS ANGELES AUTHORIZED MANAGEMENT REPRESENTATIVES

Kyle Power

President, LACOLA

Fesia A. Davenport

**Acting Chief Executive Officer** 

TO BE JOINTLY SUBMITTED TO COUNTY'S BOARD OF SUPERVISORS

AMENDMENT NO. 5
MEMORANDUM OF UNDERSTANDING
FOR JOINT SUBMISSION
TO BOARD OF SUPERVISORS
REGARDING THE
PUBLIC DEFENDER INVESTIGATORS
EMPLOYEE REPRESENTATION UNIT

THIS AMENDMENT NO. 5 TO THE MEMORANDUM OF UNDERSTANDING, made and entered into this 9<sup>th</sup> day of February 2021,

BY AND BETWEEN

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

**AND** 

ASSOCIATION OF PUBLIC DEFENDER INVESTIGATORS (hereinafter referred to As "APDI" or "Union")

WHEREAS, on 1st day of February, 2018, the parties entered into a Memorandum of Understanding regarding the Public Defender Investigators Employee Unit, which Memorandum of Understanding was subsequent approved and ordered implemented by the County's Board of Supervisors; and

WHEREAS, as a result of mutual agreement, the parties desire to amend the MOU Article as set forth hereafter:

# NOW, THEREFORE, the parties agree as follows:

- Amend Article 5 Term; to extend the Term of the MOU for 1 year to 12:00 midnight on January 31, 2022.
- 2. Amend Article 6 Renegotiation; to reflect revisions in the renegotiation dates to correspond to a one year extension of the Term of the MOU:
  - Written notice to commence negotiations no later than September 15, 2021;
  - Negotiations shall begin no later than October 15, 2021;
  - November 30, 2021, contractual impasse date
- 3. Amend Article 7 Salaries, Section 4 (Special Pay Practices/Dress Standards) to provide for payment of the Clothing Allowance and to correspond to a one year extension of the Term of the MOU:
  - Change dates to November 1, 2021, December 1 & 15, 2021
- 4, This Amendment No. 5 to said Memorandum of Understanding constitutes a mutual recommendation to be jointly submitted to the County's Board of Supervisors and this Amendment No. 5 will be effective when and if approved by

said Board of Supervisors in the same manner provided for in Article 4, 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 Memorandum of Understanding the day, month and year first above written.

**ASSOCIATION OF PUBLIC DEFENDER INVESTIGATORS**  **COUNTY OF LOS ANGELES AUTHORIZED MANAGEMENT** REPRESENTATIVES

City Employees Associates

Chief Executive Officer

Bargaining Unit 613 President

TO BE JOINTLY SUBMITTED TO COUNTY'S BOARD OF SUPERVISORS