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

WILLIAM T FUJIOKA
Chief Executive Officer

Board of Supervisors
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First District

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Third District

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Fifth District

December 14, 2010

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES
21 December 20, 2010
SACHI A. HAMAI
EXECUTIVE OFFICER

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

Dear Supervisors:

AMENDMENT TO MEMORANDA OF UNDERSTANDING (MOU)
BARGAINING UNITS 711, 723 AND 777
(ALL DISTRICTS) (3 VOTES)

SUBJECT

This amendment extends the provisions of the current MOUs through September 30, 2012, and effective January 1, 2012, provides for employees in Bargaining Units 711 (Social Workers), 723 (Children's Social Workers), and 777 (Supervising Social Workers) to transition from Coalition of County Unions (Choices) to the Local 721 (Options) benefit plan.

IT IS RECOMMENDED THAT YOUR BOARD:

Approve the attached amendments to the MOUs for Bargaining Units 711, 723 and 777.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of the amendment is to extend the MOUs for one year, and to transition employees in bargaining units 711, 723 and 777, who currently receive benefits under Choices, to the Options benefit plan.

Implementation of Strategic Plan Goals

This action promotes Goal 1, Operational Effectiveness, Strategy 4, Workforce Excellence, by providing a competitive benefit plan to attract and retain good employees.

FISCAL IMPACT

There is no fiscal impact.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The Fringe Benefit MOU between the County and SEIU Local 721 provides for employee benefits through the Options benefit program. Employees in Bargaining Units 711, 723 and 777 were formerly represented by SEIU Local 535, which was part of the Coalition, and received benefits under the Choices plan. In 2007, when Local 535 merged with Local 660 (now Local 721), those three bargaining units continued to receive Choices benefits . We are now transitioning them into Options, so that all units represented by Local 721 will have Options. New employees hired on or after January 1, 2011, will go into Options.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

There is no impact on current services or projects.

CONCLUSION

These amendments have been approved as to form by County Counsel.

Respectfully submitted,

WILLIAM T FUJIOKA
Chief Executive Officer

WTF:JA
DW:RA:mlj

Attachments (3)

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

AMENDMENT NO. 1
MEMORANDUM OF UNDERSTANDING
FOR JOINT SUBMISSION
TO BOARD OF SUPERVISORS
REGARDING THE
SOCIAL WORKERS
EMPLOYEE UNIT

THIS AMENDMENT NO. 1 TO MEMORANDUM OF UNDERSTANDING made and entered into this 14th day of December, 2010,

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 15th day of December, 2009, the parties entered into a Memorandum of Understanding regarding the Social Workers Unit, 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 the #711 Memorandum of Understanding.

NOW, THEREFORE, the parties agree as follows:

1. Amend Article 7, Term, to change the termination date of the contract to September 30, 2012.
2. Amend Article 8, Renegotiation, to change all 2011 dates to 2012.
3. Article 23, Employee Benefits, of the memorandum of understanding is modified as set forth in Attachment A hereto, which contains the full and complete understanding and agreement between the parties regarding the matters set forth herein.
4. Amend Article 54, Special Pay Practices, to change the termination date for Evening and Night Shift Differential and Standby Pay to September 30, 2012.
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.

SEIU LOCAL 721, CTW, CLC
AUTHORIZED REPRESENTATIVES

By _____
EXECUTIVE DIRECTOR
SEIU Local 721, CTW, CLC

COUNTY OF LOS ANGELES
AUTHORIZED MANAGEMENT
REPRESENTATIVES

By _____
WILLIAM T FUJIOKA
Chief Executive Officer

ARTICLE 23 EMPLOYEE BENEFITS

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

Options Transition

The County and SEIU Local 721 agree:

1. Effective January 1, 2012, Choices participants in this bargaining unit shall participate in the Options Flexible Benefit Plan.

   Choices participants in the Kaiser HMO shall automatically become participants in Options and will receive Options Kaiser during annual enrollment for Plan Year 2012.

   Choices participants in CIGNA or CAPE plans may remain in those medical plans while participating in Options. If they elect to change plans they will only be eligible for Options plans.

   Choices participants waiving medical coverage will be required to certify their waiver eligibility in Options during annual enrollment. If no certification is

received during annual enrollment they will be defaulted to the PacifiCare/ United Health Care HMO.

2. All new employees hired on or after January 1, 2011 in this bargaining unit shall only be eligible for and participate in the Options flexible benefit program.

AMENDMENT NO. 1
MEMORANDUM OF UNDERSTANDING
FOR JOINT SUBMISSION
TO BOARD OF SUPERVISORS
REGARDING THE
CHILDREN'S SOCIAL WORKERS
EMPLOYEE UNIT

THIS AMENDMENT NO. 1 TO MEMORANDUM OF UNDERSTANDING made and entered into this 14th day of December, 2010,

BY AND BETWEEN

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

AND

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

WHEREAS, on the 15th day of December, 2009, the parties entered into a Memorandum of Understanding regarding the Children's Social Workers Unit, 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 the #723 Memorandum of Understanding.

NOW, THEREFORE, the parties agree as follows:

1. Amend Article 7, Term, to change the termination date of the contract to September 30, 2012.

2. Amend Article 8, Renegotiation, to change all 2011 dates to 2012.

3. Article 23, Employee Benefits, of the memorandum of understanding is modified as set forth in Attachment A hereto, which contains the full and complete understanding and agreement between the parties regarding the matters set forth herein.

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 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.

SEIU LOCAL 721, CTW, CLC
AUTHORIZED REPRESENTATIVES

By _____
EXECUTIVE DIRECTOR
SEIU Local 721, CTW, CLC

COUNTY OF LOS ANGELES
AUTHORIZED MANAGEMENT
REPRESENTATIVES

By _____
WILLIAM T FUJIOKA
Chief Executive Officer

ARTICLE 23 EMPLOYEE BENEFITS

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

Options Transition

The County and SEIU Local 721 agree:

1. Effective January 1, 2012, Choices participants in this bargaining unit shall participate in the Options Flexible Benefit Plan.

   Choices participants in the Kaiser HMO shall automatically become participants in Options and will receive Options Kaiser during annual enrollment for Plan Year 2012.

   Choices participants in CIGNA or CAPE plans may remain in those medical plans while participating in Options. If they elect to change plans they will only be eligible for Options plans.

   Choices participants waiving medical coverage will be required to certify their waiver eligibility in Options during annual enrollment. If no certification is

received during annual enrollment they will be defaulted to the PacifiCare/ United Health Care HMO.

2. All new employees hired on or after January 1, 2011 in this bargaining unit shall only be eligible for and participate in the Options flexible benefit program.

AMENDMENT NO. 1
MEMORANDUM OF UNDERSTANDING
FOR JOINT SUBMISSION
TO BOARD OF SUPERVISORS
REGARDING THE
SUPERVISING SOCIAL WORKERS
EMPLOYEE UNIT

THIS AMENDMENT NO. 1 TO MEMORANDUM OF UNDERSTANDING made and entered into this 14th day of December, 2010,

BY AND BETWEEN

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

AND

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

WHEREAS, on the 15th day of December, 2009, the parties entered into a Memorandum of Understanding regarding the Supervising Social Workers Unit, 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 the #777 Memorandum of Understanding.

NOW, THEREFORE, the parties agree as follows:

1. Amend Article 7, Term, to change the termination date of the contract to September 30, 2012.

2. Amend Article 8, Renegotiation, to change all 2011 dates to 2012.

3. Article 23, Employee Benefits, of the memorandum of understanding is modified as set forth in Attachment A hereto, which contains the full and complete understanding and agreement between the parties regarding the matters set forth herein.

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 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.

SEIU LOCAL 721, CTW, CLC
AUTHORIZED REPRESENTATIVES

By _____
EXECUTIVE DIRECTOR
SEIU Local 721, CTW, CLC

COUNTY OF LOS ANGELES
AUTHORIZED MANAGEMENT
REPRESENTATIVES

By _____
WILLIAM T FUJIOKA
Chief Executive Officer

ARTICLE 23 EMPLOYEE BENEFITS

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

Options Transition

The County and SEIU Local 721 agree:

1. Effective January 1, 2012, Choices participants in this bargaining unit shall participate in the Options Flexible Benefit Plan.

   Choices participants in the Kaiser HMO shall automatically become participants in Options and will receive Options Kaiser during annual enrollment for Plan Year 2012.

   Choices participants in CIGNA or CAPE plans may remain in those medical plans while participating in Options. If they elect to change plans they will only be eligible for Options plans.

   Choices participants waiving medical coverage will be required to certify their waiver eligibility in Options during annual enrollment. If no certification is

received during annual enrollment they will be defaulted to the PacifiCare/ United Health Care HMO.

2. All new employees hired on or after January 1, 2011 in this bargaining unit shall only be eligible for and participate in the Options flexible benefit program.