

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 27<sup>th</sup> day of June 2023,

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 10<sup>th</sup> day of January 2023, 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 during contract negotiations, the parties agreed that in the event that any recognized County safety bargaining unit reached a signed agreement that provides for an increase to maximum Compensatory Time Off hours, the County agreed to provide the equivalent increase to maximum Compensatory Time Off hours to LACOLA bargaining units:

NOW, THEREFORE, the parties agree to amend the Memorandum of Understanding as follows:

1. ARTICLE 11 OVERTIME

Section 6. Compensatory Time Off

With Department Head (Appointing Authority) approval, and at the discretion of Management, permanent employees in the bargaining unit may elect to receive compensatory time off (CTO), in lieu of paid overtime, at the rate of one and one-half hours for each hour worked in excess of forty (40) hours in one workweek. CTO shall be accumulated for a maximum of 240 hours of overtime worked, subject to the following conditions:

1. CTO is provided at the time and one-half rate for each hour of FLSA overtime worked. The straight portion of the CTO shall be accumulated by the employee to be taken off at a later date with the prior approval of department management. CTO shall be used in 10-hour or 8-hour increments. The premium portion of the CTO shall not be accumulated but shall be paid at the regular rate as provided under FLSA.

2. Unused accumulated CTO shall be paid upon termination of employment at the employee's regular rate in effect as of the date of payment.
3. Accrued compensatory time shall be paid in total prior to any classification changes.

To use compensatory time, employee must submit a written request to the immediate supervisor in accordance with manuals of operations (V2-C2-S1). Such accumulated compensatory time may be taken off subject to the staffing requirements and with prior written approval of departmental management.


Management may direct an employee to use accumulated compensatory time provided the employee is given (10) business days' notice.

2. 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

By   
\_\_\_\_\_  
Gregory Crum  
President, LACOLA

By   
\_\_\_\_\_  
Fesia A. Davenport  
Chief Executive Officer

TO BE JOINTLY SUBMITTED TO COUNTY'S BOARD OF SUPERVISORS