

AMENDMENT NO.4
MEMORANDUM OF UNDERSTANDING
FOR JOINT SUBMISSION
TO BOARD OF SUPERVISORS
REGARDING
FRINGE BENEFITS

THIS AMENDMENT NO. 4 TO THE MEMORANDUM OF UNDERSTANDING, made
and entered into this 4th day of September, 2012;

BY AND BETWEEN

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

AND

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

WHEREAS, on 12th day of June, 2012 the parties entered into Amendment No. 3
to the Memorandum of Understanding regarding Fringe Benefits, which amendment
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 MOU Article as set forth hereafter:

NOW, THEREFORE, the parties agree as follows:

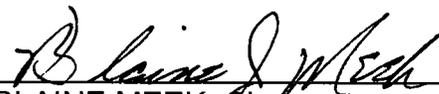
1. Amend Article 3 – Term to reflect an extension of the Term of the MOU for one (1) year until September 30, 2013, as appended hereto.
2. Amend Article 4 – Renegotiation to reflect revision necessary to correspond with an extension of the Term of the MOU as appended hereto.
3. Amend Article 8 – The Choices Plan Section 1 to reflect revisions necessary to correspond to an extension of the Term of the MOU as appended hereto to.
4. Amend Article 12 – Sick Leave; Section 2 to reflect revisions in the dates necessary to correspond to an extension of the Term of the MOU as appended hereto.
5. Amend Article 18 – Deferred Compensation and Thrift Plan, Section 2 (C) to reflect negotiated changes to restore 4% match not to exceed \$112 million during the plan year, as appended hereto.

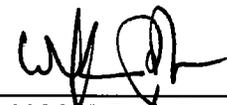
6. Amend Article 28 – Paid Leave for Temporary Employees to reflect revisions necessary to correspond to an extension of the Term of the MOU, as appended hereto
7. Amend Attachment A – The Choices Plan to reflect changes necessary due to health care reform, correspond with an extension of the Term of the MOU, and to reflect a negotiated 7.2% increase in monthly contributions, as appended hereto.
8. Amend Attachment B – Health Insurance for Temporary and Recurrent Employees, Section 1, to correspond with an extension of the Term of the MOU and to reflect a negotiated 7.2% increase in monthly contributions, as appended hereto.
9. This Amendment No. 4 to said Memorandum of Understanding constitutes a mutual recommendation to be jointly submitted to the County's Board of Supervisors and this Amendment No. 4, will be effective when and if approved by said Board of Supervisors, in the same manner provided for 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. 4 the day, month and year first above written.

AUTHORIZED
COALITION OF COUNTY UNIONS
AFL-CIO REPRESENTATIVE

COUNTY OF LOS ANGELES
MANAGEMENT

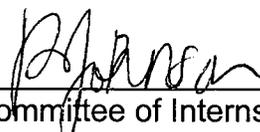
By 
BLAINE MEEK, Chairman,
Coalition of County Unions

By 
WILLIAM T FUJIOKA
Chief Executive Officer

By 
IUOE, Local 501

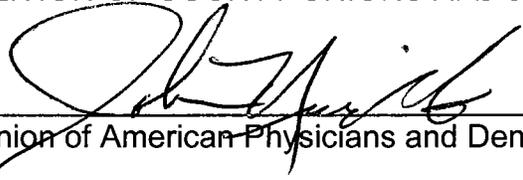
By 
AFSCME, Council 36

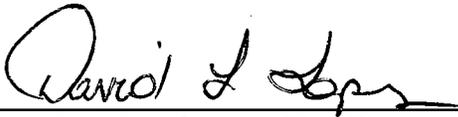
By 
AFSCME, Local 685

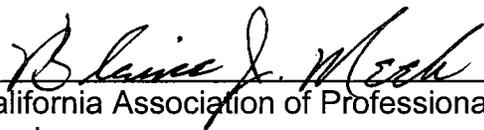
By 
Committee of Interns and Residents

SIGNATURE PAGE (Continued)

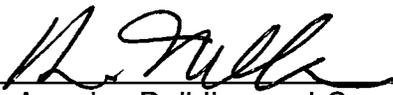
COALITION OF COUNTY UNIONS AFL-CIO

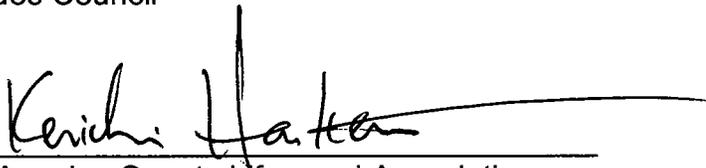
By  _____
Union of American Physicians and Dentists

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

By  _____
Los Angeles County Lifeguard Association

TO BE JOINTLY SUBMITTED TO COUNTY'S BOARD OF SUPERVISORS

ARTICLE 3. 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 2, Implementation, are fully met; but in no event shall said Memorandum of Understanding become effective prior to 12:01 a.m. on October 1, 2012. This Memorandum of Understanding shall expire and otherwise be fully terminated at 12:00 midnight on September 30, 2013.

ARTICLE 4. 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 April 1, 2013, through April 30, 2013, its written request to commence negotiations.

Upon receipt of proposals, negotiations shall begin no later than May 1, 2013.

ARTICLE 8. THE CHOICES PLAN

Section 1.

The parties agree to recommend jointly to the County's Board of Supervisors for adoption and implementation by amendment to the County Code that the Choices Plan be continued during the period January 1, 2013, through December 31, 2013, as set forth in Attachment A.

Section 2.

The parties further agree to recommend jointly to the County's Board of Supervisors for adoption and implementation by amendment to the County Code that the County contribution toward health insurance for certain temporary and recurrent employees who are not eligible for the Choices Plan be continued during the period January 1, 2013, through December 31, 2013, as set forth in Attachment B.

ARTICLE 12. SICK LEAVESection 2.

The parties further agree to recommend jointly to the County's Board of Supervisors for adoption and implementation through amendment to said County Code that during the term of this agreement only, full-time, permanent employees may be paid for unused full pay sick leave as follows:

- h) An employee may, at his/her option, be paid for up to 3 sick leave days, in lieu of carrying such days, if the employee uses no sick leave for any reason from January 1, 2013, through June 30, 2013, and if, by June 30, 2013, he/she had completed at least 12 consecutive months of continuous service as defined in this Article. Such payment shall be computed on the basis of the workday rate in effect on June 30, 2013.

- i) An employee may, at his/her option, be paid for up to 3 sick leave days, in lieu of carrying such days, if the employee uses no sick leave for any reason from July 1, 2013, through December 31, 2013, and if, by December 31, 2013, he/she had completed at least 12 consecutive months of continuous service as defined in this Article. Such payment shall be computed on the basis of the workday rate in effect on December 31, 2013.

ARTICLE 18. DEFERRED COMPENSATION AND THRIFT PLAN

- C. As set forth in Section 5.25.050 of the Plan, this Memorandum of Understanding provides for a dollar cap on matching County contributions and said cap establishes an annual expenditure limit that operates on a July 1 to June 30 cycle as set forth below:

The General County plus special fund and special district contributions provided by the Plan for represented employees shall not exceed \$112 million during the periods July 1, 2012, to June 30, 2013, and July 1, 2013, to June 30, 2014, and shall continue at this amount through succeeding July 1 and June 30 periods, or until amended by the parties. Any unspent monies will be carried over to the next fiscal year.

ARTICLE 28. PAID LEAVE FOR TEMPORARY EMPLOYEES

The parties agree to recommend jointly to the County's Board of Supervisors for adoption and amendment to the County Code that hourly temporary employees shall be eligible to receive paid leave in accordance with the following provisions:

- 1) Eligibility: Except as otherwise provided in this Article, any temporary employee subject to this Memorandum of Understanding who is employed exclusively on a hourly as-needed ("F" item), or hourly recurrent ("H" item) basis during the calendar years 2009-2013 shall be eligible for paid leave pursuant to this Article.

ATTACHMENT A

SUMMARY DESCRIPTION OF THE CHOICES PLAN

2. DENTAL INSURANCE:

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

	<u>2012</u>	<u>2013</u>
Employee Only	\$20.59	\$20.59
Employee plus one dependent	\$36.02	\$36.02
Employee plus two or more dependents	\$56.58	\$56.58

5. HEALTH CARE SPENDING ACCOUNT: Effective January 1, 2013, 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.

6. DEPENDENT CARE SPENDING ACCOUNT:

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 2012 and 2013 (for a total of \$6.660 Million Dollars). Any remaining amount not used in the Plan Year will be returned to the County's General Fund.

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.

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>2012</u>	<u>2013</u>
Employee who waives health insurance coverage	\$244.00	\$244.00
Employee Only	\$659.13	\$706.59
Employee plus one dependent	\$1,202.61	\$1,289.20
Employee plus two or more dependents	\$1,420.66	\$1,522.95

In addition, in Plan Years 2012 and 2013, 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.

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, 2013, through December 31, 2013. 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.

ATTACHMENT B

COUNTY CONTRIBUTION TOWARD HEALTH INSURANCE FOR
CERTAIN TEMPORARY AND RECURRENT EMPLOYEES

Section 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>2012</u>	<u>2013</u>
Employee only	\$553.40	\$593.25
Employee plus one dependent	\$982.91	\$1,053.68
Employee plus two or more dependents	\$1,128.27	\$1,209.51