

March 4, 2003

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:

**AGREEMENT FOR REIMBURSEMENT OF PERSONNEL COSTS BY LOCAL 660,
LOS ANGELES COUNTY EMPLOYEES ASSOCIATION, SEIU, AFL-CIO
(3-VOTES)**

IT IS RECOMMENDED THAT YOUR BOARD:

1. Approve and instruct the Chief Administrative Officer to sign the agreement between Los Angeles County and Local 660, Los Angeles County Employees Association, SEIU, AFL-CIO, for the latter to provide reimbursement of personnel costs for employees designated as working for the latter for specified periods.
2. Instruct departments to carry out the terms of the agreement and to bill Local 660, Los Angeles County Employees Association, SEIU, AFL-CIO, for costs incurred pursuant to the agreement.
3. Instruct the Auditor-Controller to work with departments to develop any rates necessary for costs incurred pursuant to the agreement.



United We Stand

PURPOSE OF THE RECOMMENDED ACTION:

The recommended action will renew the agreement to allow Local 660, Los Angeles County Employees Association, SEIU, AFL-CIO, to reimburse the County for all costs associated with an employee being provided by the County to develop expertise in public sector labor relations.

IMPLEMENTATION OF STRATEGIC PLAN GOALS

This action supports the County's Strategic Plan Goal of fiscal responsibility. This contract extension will continue for reimbursement of County costs by Local 660.

FISCAL IMPACT:

There is no fiscal impact.

JUSTIFICATION:

An employee working for Local 660 must take a leave of absence from his County employment. This agreement will continue to allow the employee to remain active with all costs associated with his County employment reimbursed by Local 660.

FINANCING

Local 660 agrees to reimburse the County for actual costs of the employees affected, including salary, any bonuses, cash reimbursement for unused sick leave, and any excess vacation time deemed payable. In addition, Local 660 agrees to reimburse the County for the employees' benefits, including but not limited to retirement, health, life, and dental insurance, or Workers' Compensation benefits.

FACTS AND PROVISIONS:

The term of this agreement is from April 1, 2003, through March 31, 2006.

When requested in writing by Local 660, the County, through the Chief Administrative Office, is to provide no more than the equivalent of 15 full-time employees to Local 660. These employees will serve for one to six months increments to develop expertise in public sector labor relations. No more than two of these employees may be from a single department unless departmental operational needs allow more.

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Each affected department is to invoice Local 660 each month, and Local 660 is to pay the full costs within 30 days.

The agreement has been approved as to form by County Counsel.

Respectfully submitted,

DAVID E. JANSSEN
Chief Administrative Officer

DEJ:DS
JMG:rld

Attachment

c: Executive Officer, Board of Supervisors
County Counsel
Auditor-Controller

**AGREEMENT BETWEEN THE COUNTY OF LOS ANGELES
AND LOCAL 660, LOS ANGELES COUNTY EMPLOYEES
ASSOCIATION, SEIU, AFL-CIO FOR REIMBURSEMENT
OF PERSONNEL COSTS**

This agreement, entered this 4th day of March, 2003, by and between the County of Los Angeles, a body corporate and politic, organized and existing under the State of California, hereinafter referred to as ACounty,@ and Local 660, Los Angeles County Employees Association, SEIU, AFL-CIO, a certified employee organization organized and existing under the laws of the State of California, hereinafter referred to as ALocal 660".

WHEREAS, the Chief Administrative Office of County of Los Angeles is charged with the duty to coordinate the administration of departments to enable them to perform their functions and their work with the greatest efficiency, and, to that end, must make all reasonable efforts to promote labor peace and work force stability within its scope of authority.

WHEREAS, Local 660 is desirous of organizing the operations of its association so as to function in the most effective manner possible as a public sector labor organization, and in so doing, assist in the resolution of labor disputes and contract administration which, in turn, will contribute significantly toward maintaining work force stability and continuity of vital public services to the County.

NOW, THEREFORE, in consideration of the mutual covenants herein:

1. Work Statement

The County of Los Angeles, through its CAO, shall provide one or more County employees to Local 660 when requested in writing by Local 660, for the purpose of developing expertise in public sector labor relations, and therefore, to assist the CAO in the expeditious resolution of labor disputes.

The employees so selected shall be designated by Local 660 and shall serve for one to six month increments or, in the event of exigent circumstances, a lesser period.

2. Scope of Agreement

The scope of this agreement shall be limited to the services of no more than the equivalent of 15 full-time employees at any time, of whom no more than two may be employees of a single County department at any time, unless departmental operational needs allow more.

3. Payment

A. Except as provided herein, Local 660 will pay to the County of Los Angeles the actual costs of the County employees as required under the terms of this agreement, including the salary, any bonuses, cash reimbursement for

unused sick leave, and any excess accrued vacation time above 320 hours (deemed payable) of the employees, their staff benefits, including but not limited to employee=s retirement, health, life, and dental insurance, Workers= Compensation benefits at such rates as shall be determined by the County of Los Angeles= Auditor-Controller to be the actual costs thereof in accordance with the policies and procedures established by the Board of Supervisors of Los Angeles County. It is contemplated that such actual costs, determined by the County of Los Angeles= Auditor-Controller, may increase after the date of execution of this agreement by any amendments to the County of Los Angeles Salary or other ordinance, or to MOUs between the parties relating to salaries and employee benefits.

- B. County of Los Angeles shall tender to Local 660 at the end of each calendar month an invoice covering costs pursuant to this agreement during said month, and Local 660 shall pay County the full costs invoiced within 30 days of the date of such statement.

- C. If such payment is not delivered to the County Office which is described on said statement within 60 days after the date of the statement, the County may satisfy such indebtedness from any funds of Local 660 on deposit with the County without giving further notice to Local 660 of County=s intention to

do so. If such payment is not made within the 60 days, an interest rate of 1.5% per month on the unpaid balance will be levied, and will be incurred by Local 660.

4. Term of Agreement

The term of the agreement shall be from April 1, 2003 through and including the last day of March, 2006.

5. Termination

Either County or Local 660 may terminate this agreement as of the first of the following month upon notice, in writing, to the other party of not less than ten days, prior thereto.

6. Responsibility for Direct Payment of Salaries

Except as specifically provided therein, Local 660 shall not be called upon to assume any liability for the direct payment of any salaries, wages, or other compensation to any personnel of the County of Los Angeles performing service hereunder or any liability other than that provided for in this agreement.

7. Independent Contract

Both the County and Local 660, in the performance of this agreement, will be acting in an independent capacity and not as agents, employees, volunteers, partners, joint venturers, or associates of one another.

8. Liability and Indemnification

Local 660 shall be liable for any damages proximately resulting from the negligent or wrongful acts or omissions of the County employees provided pursuant to the terms of this agreement while engaged in services within the scope of this agreement, and shall fully indemnify, defend, and hold County of Los Angeles, its agents, officers, and employees harmless from any liability resulting from anything done or omitted to be done by such personnel provided pursuant to the terms of this agreement while engaged in services within the scope of this agreement.

9. Extent of Services Provided and Discipline of Personnel

The standards of performance, the discipline of personnel, and other matters incident to the performance of any employee functions shall remain with the County of Los Angeles with the appointing authority of each employee.

10. Notice of Suit

Local 660 shall give County, or its representatives, immediate notice of any suit or action filed, and prompt notice of any claim made against Local 660 arising out of the performance of this agreement. Local 660 shall furnish immediately to County copies of all pertinent papers received by Local 660.

11. Contract Complete, Variations

This writing embodies the whole of the agreement of the parties hereto and there are no oral agreements not contained therein. No addition or variation of the terms of this agreement shall be valid unless made in writing and signed by both parties.

12. Reassignment Preference

Any County employee, assigned to duties with Local 660 under this agreement, shall upon completion of such assignment, return to the unit of assignment that he/she last held, provided a vacancy exists, unless he/she chooses to accept a different assignment.

13. County Lobbyist

Each County lobbyist as defined in Los Angeles County Code Section 2.160.010, retained by Contractor, shall fully comply with the County Lobbyist Ordinance, Los Angeles County Code Chapter 2.1160. Failure on the part of any County lobbyist retained by Contractor to fully comply with the County Lobbyist Ordinance shall constitute a material breach of this Agreement upon which County may immediately terminate or suspend this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute this agreement on the day, month and year first above written.

LOCAL 660, LACEA, SEIU, AFL-CIO

BY _____
GENERAL MANAGER

COUNTY OF LOS ANGELES

BY _____
CHIEF ADMINISTRATIVE OFFICER

APPROVED AS TO FORM:

LLOYD W. PELLMAN
County Counsel

BY _____
LESTER J. TOLNAI
Principal Deputy

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