

**MEMORANDUM OF UNDERSTANDING
FOR JOINT SUBMISSION TO THE CITY COUNCIL
REGARDING THE PERSONNEL DIRECTOR UNIT
(MOU #63)**

**THIS MEMORANDUM OF UNDERSTANDING
made and entered into this 29th day of July, 2019
as amended on 1st of February, 2021**

BY AND BETWEEN

THE CITY OF LOS ANGELES

AND THE

LOS ANGELES PROFESSIONAL MANAGERS' ASSOCIATION

July 1, 2018 THROUGH December 31, 2022

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APPENDICES

- Appendix A – Effective July 1, 2018
- Appendix B – Effective October 28, 2018
- Appendix C – Effective July 7, 2019
- Appendix D – Effective January 19, 2020
- Appendix E – Effective January 31, 2021; deferred to be effective on June 19, 2022
- Appendix F – Effective June 20, 2021; deferred to be effective on June 19, 2022

LETTER OF AGREEMENT

- New Employee Orientation
- Release Time Pilot Program
- Contract Extension Amendment

ARTICLE 1 RECOGNITION

The City hereby recognizes the Los Angeles Professional Managers' Association (hereinafter LAPMA or Association or Union) as the exclusive representative of the employees in the Personnel Director Unit for which the Association was certified as the majority representative by the Employee Relations Board (ERB) on February 22, 2016. The Association shall be the exclusive representative of employees in the Personnel Director Unit, subject to the right of each employee to self-representation. The term "employee" or "employees" as used herein shall refer only to employees in the classifications listed in the salary appendices as well as such classes that may be added hereafter to the Unit by the ERB.

ARTICLE 2 IMPLEMENTATION OF MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU) constitutes a joint recommendation of the City and the Association. It shall not be binding in whole or in part on the parties listed below unless and until:

- A. The Association has notified the City Administrative Officer (CAO) in writing that it has approved this MOU in its entirety; and
- B. The Los Angeles City Council has approved this MOU in its entirety; amended applicable sections of the Los Angeles Administrative Code (LAAC); and, amended departmental personnel ordinances and applicable codes.

ARTICLE 3 PARTIES TO THIS MOU

This MOU is entered into between the CAO as the authorized management representative of the City of Los Angeles (City) and authorized representatives of LAPMA [affiliated with Service Employees International Union Local 721 (SEIU 721)] as the exclusive recognized employee organization for the Personnel Director Unit.

ARTICLE 4 TERM

The term of this MOU shall commence on the date when the terms and conditions for its effectiveness, as set forth in Article 2, Implementation of MOU, are fully met, except to the extent that the parties have agreed in Letters of Agreement to continue to meet and confer after implementation. In no event shall this MOU become effective prior to 12:00 a.m. on July 1, 2018. This MOU shall expire and otherwise be fully terminated at 12:00 a.m. on December 31, 2022, except as otherwise provided for in Article 6, Contract Continuation Upon Expiration of MOU, herein.

ARTICLE 5 CALENDAR FOR SUCCESSOR MOU

If the Association or the City desires a successor MOU, said party shall serve upon the other party a notice of intent to bargain no earlier than ninety (90) days prior to the

expiration of this MOU and no later than the expiration date of this MOU. Meet and confer sessions shall begin no later than thirty (30) calendar days following the notice of intent to bargain, the timeline of which may be altered by mutual consent.

ARTICLE 6 CONTRACT CONTINUATION UPON EXPIRATION OF MOU

Notwithstanding the above, the provisions of this MOU shall remain in effect until a successor MOU is implemented as long as the parties have met their obligations under the provisions of Article 5, Calendar for Successor MOU, to their mutual satisfaction and are continuing to meet and confer in good faith.

ARTICLE 7 FULL UNDERSTANDING

This MOU plus any amendments to this MOU sets forth the full and entire understanding of the parties regarding the matters set forth herein, and any other prior or existing understandings or agreements by the parties, whether formal or informal, regarding these matters are hereby superseded or terminated in their entirety.

ARTICLE 8 AMENDMENT OF MOU TO INCLUDE NEW CLASSES

Upon written notification from the CAO to the City Controller's Office, this MOU shall be amended to incorporate the class and salary of any class accreted to this bargaining unit after the adoption of the MOU, and all the terms and conditions of this MOU shall be effective for the accreted classification(s) on the date of accretion by the ERB.

ARTICLE 9 NON-DISCRIMINATION

The parties mutually recognize and agree fully to protect the rights of all employees hereby to join and participate in the activities of the Association.

The parties mutually reaffirm their respective policies of nondiscrimination in the treatment of any employee because of race, ethnicity, religion, creed, color, sex, sexual orientation, LGBTQ+ status, gender identity, genetic information, marital status, age, disability, Association activity, national origin, ancestry, military or veteran status, political beliefs, or any other protected class per the California Fair Employment and Housing Act (FEHA).

In accordance with the above policy, the Association agrees not to discriminate against any employee because of the exercise of their rights granted pursuant to LAAC Section 4.857 or with respect to admission to membership and the rights of membership.

ARTICLE 10 PROVISIONS OF LAW AND SEPARABILITY

The parties understand and agree that this MOU is subject to all applicable Federal and State laws, City ordinances and regulations, the Charter of the City of Los Angeles, and any lawful rules and regulations enacted by the City's Civil Service Commission, ERB, or similar independent Commissions of the City. If any article, part, or provision of this MOU

is in conflict or inconsistent with such applicable provisions of Federal, State, or local law or regulations, or is otherwise held to be invalid or unenforceable by any court of competent jurisdiction, such Article, part or provisions shall be suspended and superseded by such applicable laws or regulations and the remainder of this MOU shall not be affected thereby.

If any term or provision of this MOU is found to be in conflict with any City, State, or Federal law, the parties to this MOU will meet and confer as soon as possible thereafter to consider any revisions or amendments thereto that may be required.

ARTICLE 11 UNIT MEMBERSHIP LIST

- A. The City shall provide the Union with a list of Unit employees in alphabetical order with the following Unit information in compliance with State law for each employee on said list:
 - 1. Name
 - 2. Employee Identification Number
 - 3. Original Hire Date
 - 4. Bargaining Unit
 - 5. Class Title
 - 6. Class Code
 - 7. Membership Status
 - 8. Employing Department Title
 - 9. Work Location (by department, office or bureau, as well as division if such information is readily available and department legend)
 - 10. Pay Rate (annual and biweekly)
 - 11. Work Phone Number on file
 - 12. Home Phone Number on file
 - 13. Personal cellular phone number on file
 - 14. Personal email address on file
 - 15. Home Address on file

- B. For new employees or those newly entering or re-entering Union representation, the City shall provide the aforementioned information within a minimum of thirty (30) calendar days of the date of the employee's hire or by the first pay period of the month following their hire, whichever is later.

- C. For existing employees, the City shall provide the above information to the Union a minimum of every thirty (30) calendar days.

- D. All information shall be provided to the Union electronically. The means of provision and the substance of the requisite information may be changed by mutual agreement.

- E. The Union agrees to indemnify and hold the City harmless from any liabilities of any nature that may arise as a result of the application of the provisions of this Article.
- F. Initially the City shall provide department legends that identify the known work locations by department, office or bureau, as well as division code(s). Thereafter, it is understood that Departments will either adjust their legends to provide distinct division codes for each work location or provide some other distinct work location information in a simplified manner to the Union. Additional legends will be provided only as updated. Furthermore, the CAO will work with the Controller to provide this information with current electronic payroll reporting.

ARTICLE 12 WORK ACCESS

The Association shall provide a current, written list of its Association Representatives to all heads of departments, offices, or bureaus represented herein and the CAO. The Association shall be responsible for keeping the list current.

An Association Representative shall have access to department, office, or bureau facilities where Unit members are employed during regular working hours to assist employees covered under this MOU in addressing grievances when such Association assistance is requested by a grievant(s) or to investigate matters arising out of the application of the provisions of this MOU. The Association Representative shall request authorization for such visits by contacting the designated Management representative of the head of the office, department, or bureau. In the event immediate access cannot be authorized, the designated Management representative shall inform the Association Representative as to the earliest time when access can be granted.

This Article shall not be construed as a limitation on the power of the head of a department, office, or bureau to restrict access to areas designated for security or confidential purposes.

ARTICLE 13 NEW EMPLOYEE INFORMATION

See Letter of Agreement – New Employee Orientation.

ARTICLE 14 EMPLOYMENT OPPORTUNITIES

- A. The Personnel Department will provide to the Union copies of all job bulletins. Tentative examination bulletins approved by the Personnel Department will be provided to the Union seven (7) calendar days prior to the date of the public posting of the final bulletin for the examination.
- B. Employees shall be granted reasonable time off with pay for the purpose of taking oral promotional examinations when such examinations are given by the City and scheduled during the employee's normal working period; however, each employee

entitled to such time off with pay shall give reasonable advance notice to their supervisor. Such time off with pay shall include travel time.

- C. Management agrees that any employee covered by this MOU who may be assigned to work on a day that a written promotional examination is administered by the Personnel Department, and for which an employee has applied, shall be given priority in the scheduling of days off for that day.

ARTICLE 15 USE OF CITY FACILITIES

The Association shall be permitted to use City facilities with prior approval for the purpose of holding meetings to the extent that such facilities can be made available and to the extent that the use of a facility will not interfere with departmental operations. Participating employees will attend said meetings on their own time.

If the use of a facility requires a fee for rental or special set-up, security, and/or cleanup service, the Association will provide or assume the cost of such service(s) for the facility.

ARTICLE 16 ASSOCIATION PAYROLL DEDUCTIONS AND DUES

The following provisions shall apply to employees in classifications listed in the Appendices herein.

A. DUES

- 1. a. Payroll deductions as may be properly requested and lawfully permitted will be deducted by the City Controller's Office biweekly, in twenty-four (24) increments annually from the salary of each employee in the Unit where the Association identifies in writing to the City Controller those individuals from whom Association-deduction(s) should be lawfully taken.

Said payroll deductions shall not be assessed in any biweekly pay period in which the affected employee is not paid a minimum of twenty (20) hours. Such amounts shall be determined by the Association and implemented by Management in the first payroll period which starts thirty (30) calendar days after written notice of the new amount from the Association is received by the Controller.

- b. Employees who are on an unpaid leave of absence or otherwise going on inactive status due to lack of scheduled hours shall not have dues deducted during that period.
- 2. Notwithstanding any provisions of LAAC Section 4.203 to the contrary, during the term of this MOU, payroll deductions requested by employees in this Unit for the purpose of becoming a member and/or to obtain benefits

offered by any qualified organization other than the Association will not be accepted by the Controller. For the purpose of this provision, "qualified organization" means any organization of employees whose responsibility or goal is to represent employees in the City's meet and confer process.

3. Under current California law, the City has no input or control over the procedure for termination of Association dues taken as payroll deductions from employees subject to this MOU, nor any legal ability to stop such deductions without the specific authorization of the Union. All procedures for termination of dues deductions are the Association's unilateral dues termination procedures; the City's sole obligation is to process such dues cancellations received from the Association pursuant to this subsection, subject to any future court decisions applicable to dues termination procedures. Any employee in the Unit may terminate such Association dues pursuant to procedures established by and administered solely by the Association. The Association will provide the City the appropriate documentation to process these membership dues cancellations. Employees with any questions relating to union membership dues shall direct those questions to the Union.

B. MANAGEMENT RESPONSIBILITIES

1. The Controller shall cause the amount of the dues or other proper deductions to be deducted from twenty-four (24) biweekly payroll checks of each employee in this Unit as specified by Association under the terms contained herein. "Dues" shall be the result of Association certification that it has and will maintain an authorization signed by the individual employee from whose salary or wages the deductions are to be made, provided in the form of a list by the Association to the City.
 - a. Remittance of the aggregate amount of all dues and other proper deductions made from the salaries of employees hereunder shall be made to the Association by the City Controller within 30 working days after the conclusion of the month in which said dues and/or deductions were deducted.
 - b. A fee of nine cents (\$.09) per deduction shall be assessed by the Controller for the processing of each payroll deduction taken. The Controller will deduct the aggregate amount of said fees on a biweekly basis.
2. The Controller shall also apply this provision to every permanent employee who, following the operative date of this Article, becomes a member of this Unit, within sixty (60) calendar days of such reassignment or transfer.

3. Management will provide the Association with Unit membership information pursuant to the Unit Membership List Article of this MOU.
4. The Controller shall notify the Association within sixty (60) calendar days of any employee who, because of a change in employment status, is no longer a member of the Unit or subject to the provisions of this Article.

C. ASSOCIATION RESPONSIBILITIES

Except for claims resulting from errors caused by defective City equipment, the Association agrees to indemnify and hold harmless the City for any loss or damage arising from operation of this Article.

D. CALIFORNIA GOVERNMENT CODE SECTION 1159 (a-b)

Existing California Government Code Section 1159 (a-b) states:

“(a) The Controller, a public employer, an employee organization, or any of their employees or agents, shall not be liable for, and shall have a complete defense to, any claims or actions under the law of this state for requiring, deducting, receiving, or retaining agency or fair share fees from public employees, and current or former public employees shall not have standing to pursue these claims or actions, if the fees were permitted at the time under the laws of this state then in force and paid, through payroll deduction or otherwise, prior to June 27, 2018.”

“(b) This section shall apply to claims and actions pending on its effective date, as well as to claims and actions filed on or after that date.”

ARTICLE 17 GRIEVANCE PROCEDURE

STATEMENT OF INTENT

Management and the Union have a mutual interest in resolving workplace issues appropriately, expeditiously, and at the lowest level possible. In recognition of this mutual interest, the parties acknowledge that the grievance process is not a replacement for daily communication between the employee and the employee’s supervisor, nor is it inherently an adversarial process. Rather, it is a process to mutually resolve workplace issues to the maximum extent possible within the organization.

DEFINITION

A grievance is defined as a dispute concerning the interpretation or application of this written MOU, or departmental rules and regulations governing personnel practices or working conditions applicable to Unit employees. The parties agree that the following shall not be subject to the grievance procedure:

1. An impasse in meeting and conferring upon the terms of a proposed MOU.
2. Any matter for which an administrative remedy is provided before the Civil Service Commission.
3. Any issue that the parties agree to refer to another administrative resolution process.
4. Employee Comment Sheet (Comment Card) – LAPD

Employee Comment Sheets (Comment Cards) are used to document positive and negative conduct or incidents. Employee Comment Sheets (Comment Cards) are not considered disciplinary in nature and shall not be placed in the employee's official personnel file. The parties agree that in the Los Angeles Police Department an "Employee Comment Sheet" (Comment Card) is not grievable or arbitrable. An employee may use an Employee's Report, Form 15.7, to make a written response to the Employee Comment Sheet (Comment Card) within thirty (30) days after the Form is served.

GENERAL PROVISIONS

A. BINDING ELECTION OF PROCEDURE

Where a matter within the scope of this grievance procedure is alleged to be both a grievance and an unfair labor practice under the jurisdiction of the ERB, the employee must elect to pursue the matter under either the grievance procedure herein provided or by action before the ERB. The employee's election of either procedure shall constitute a binding election of the procedure chosen and a waiver of the alternate procedure.

B. GRIEVANCE PROCESS RIGHTS

No grievant shall lose their right to process their grievance because of Management-imposed limitations in scheduling meetings.

C. TIME, TIME LIMITS, AND WAIVERS

"Business days" shall be defined as Monday through Friday, exclusive of City Holidays, as enumerated in Article 30, Holidays and Holiday Pay, of this MOU.

The time limits between steps of the grievance procedure provided herein may be extended by mutual agreement, not to exceed sixty (60) business days. In addition, the grievant and Management may jointly waive one level of review from this grievance procedure.

D. MEDIATION

1. At any step following the Informal Discussion in the grievance process, the Union or Management may request mediation by letter to the department's personnel officer or designated Union representative. Within ten (10) business days of receipt of a request for mediation, the receiving party shall either deny the request in writing to the requesting party or request in writing (with a copy to the requesting party) that the ERB appoint a mediator. If mediation is requested, the ERB shall attempt to obtain the services of a mediator from the State Mediation and Conciliation Service. If a State mediator is unavailable, the Union and Management may jointly agree to a mediator selected by the Executive Director of the ERB. The fees of such mediator shall be shared equally by the Union and Management.
2. The primary effort of the mediator shall be to assist the parties in settling the grievance in a mutually satisfactory fashion. The mediation procedure shall be informal, i.e., court reporters shall not be allowed, the rules of evidence shall not apply, and no formal record shall be made. The mediator shall determine whether witnesses are necessary in the conduct of the proceedings.
3. If settlement is not possible, either party may request the mediator to provide the parties with an immediate oral opinion as to how the grievance would be decided if the matter were to be submitted to arbitration. Such opinion shall be advisory only. Upon mutual agreement of the parties, the mediator may be requested to furnish such opinion in writing, along with a brief statement of the reasons for the opinion. Such opinion shall not be used during any subsequent arbitration.
4. Notwithstanding the above, the parties may mutually agree to accept the opinion of the mediator as binding.
5. If mediation does not resolve the issue, the grievant has ten (10) business days to file an appeal to the next level in the procedure.

E. EXPEDITED ISSUES

To resolve issues at the appropriate level, the following issues will be automatically waived to the General Manager level of the grievance process.

- Suspensions without pay
- Allegations of failure to accommodate medical restrictions
- Allegations of retaliation
- Whistleblower complaints

Additional issues may be waived to the General Manager level upon mutual agreement of the Union and Management.

GRIEVANCE PROCESS

STEP 1 - ISSUE IDENTIFICATION AND INFORMAL DISCUSSION

- A. The employee shall discuss the issue with the immediate supervisor on an informal basis to identify and attempt to resolve the employee's issue within ten (10) business days following the day the issue arose. The employee shall have the affirmative responsibility to inform the supervisor that the issue is being raised pursuant to the grievance procedure.
- B. The immediate supervisor shall meet with the employee, secure clarification of the issue, consider the employee's proposed solution, and discuss possible alternative solutions and/or other administrative remedies. The immediate supervisor shall respond verbally within ten (10) business days following the meeting with the employee. Failure of the supervisor to respond within the time limit shall entitle the employee to process the issue to the next step.

STEP 2 - GRIEVANCE INITIATION (FORMAL)

- A. If the issue is not resolved at Step 1, or jointly referred to another administrative procedure for resolution, the grievant may, within ten (10) business days of receiving the response from the immediate supervisor, serve a grievance initiation form with the immediate supervisor [or another member of Management if the immediate supervisor is not available within the ten (10) day filing period], who will accept it on behalf of Management and immediately forward it to the next level manager above the immediate supervisor who is not in the same bargaining unit as the grievant.
- B. The manager, or designee, shall meet with the grievant within ten (10) business days of the date of service of the grievance form at this Step to discuss the facts and solicit information on possible solutions or other appropriate administrative procedures. The manager will provide a written response to the grievant within ten (10) business days of meeting with the grievant. Failure of Management to respond within the time limit shall entitle the grievant to process the grievance to the next step.

STEP 3 - GRIEVANCE APPEAL

If the grievance is not resolved at Step 2, the grievant may serve a written appeal to the General Manager, or designee, within ten (10) business days following (a) receipt of the written response at Step 2, or (b) the last day of the response period provided for in Step 2. The General Manager or designee shall meet with the grievant within ten (10) business days of the date of service of the appeal, discuss the facts, and solicit information on

possible solutions or other appropriate administrative procedures. Management shall provide a written response to the grievant within twenty (20) business days from the date of meeting with the grievant.

Los Angeles Police Department only:

If the grievance is not resolved at Step 2, or the Chief of Police, or designee, fails to respond within the time limit, the grievant may process the grievance to the Police Commission, or designee, by serving written notice of the grievance within ten (10) business days following receipt of the written response at Step 3 or the last day of the response period provided for in Step 3. Failure of the grievant to serve such notice shall constitute a waiver of the grievance. The grievance shall be heard by the Commission, or designee, within ten (10) business days of the receipt of the appeal, and a written decision shall be rendered within thirty (30) business days from the date of meeting with the grievant.

STEP 4 - ARBITRATION

- A. If the written response at Step 3, or mediation, does not settle the grievance, or Management fails to provide a written response within thirty (30) business days of the Step 3 meeting, the Union may elect to serve a written request for arbitration with the ERB. A copy of this notice shall be served upon the department's personnel officer or immediate supervisor in the case where the grievant is the department's personnel officer. The request for arbitration must be filed with the ERB within twenty (20) business days following (a) the date of service of the written response of the General Manager/Commission or designee, or (b) the last day of the response period provided for in Step 3. Failure of the Union to serve a written request for arbitration with the ERB within said period shall constitute a waiver of the grievance.
- B. If such written notice is served, the parties shall jointly select an arbitrator from a list of seven arbitrators furnished by the ERB within ten (10) business days following receipt of said list. Failure of the Union to notify the ERB of the selected arbitrator within sixty (60) business days of receipt of said list shall constitute a waiver of the grievance.
- C. Arbitration of a grievance hereunder shall be limited to the formal grievance as originally filed by the grievant to the extent that said grievance has not been satisfactorily resolved. The proceedings shall be conducted in accordance with applicable rules and procedures adopted or specified by the ERB, unless the parties hereto agree to other rules or procedures for the conduct of such arbitration. The fees and expenses of the arbitrator shall be shared equally by the parties involved. The parties mutually agree that all other expenses, including, but not limited to, fees for witnesses, transcripts, and similar costs incurred by the parties during such arbitration, will be the responsibility of the individual party incurring the same.

- D. The decision of an arbitrator resulting from any arbitration of a grievance hereunder shall be binding upon the parties concerned.
- E. The decision of an arbitrator resulting from any arbitration of grievances hereunder shall not add to, subtract from, or otherwise modify the terms and conditions of this MOU.

PROCEDURE FOR GRIEVANCES AFFECTING A GROUP OF EMPLOYEES

The Union may elect to file a grievance on behalf of two or more employees. The facts and issues of the grievance must be the same.

PROCEDURE:

STEP 1 - GROUP GRIEVANCE INITIATION (FORMAL)

- A. The Union shall file the grievance in writing with the General Manager, or designee, of the affected department and file a copy with the CAO's Employee Relations Division within twenty (20) business days following the day the issue arose. To the extent possible, the filing shall include the issue of the grievance, proposed solution(s), the names of the employees impacted by the issue, and the specific facts pertaining to each grievant. All employees participating in the grievance must waive their respective rights to file an individual grievance on the same issue by completing an individual grievance waiver form prior to the meeting with the General Manager.
- B. The General Manager, or designee, shall provide written notification to the Employee Relations Division of the CAO of the receipt of the grievance. The General Manager, or designee, shall meet with the Union within twenty (20) business days of receipt of the grievance to review the facts, solicit information on the proposed solution(s), or consider other appropriate administrative procedures. The General Manager, or designee, may include department managers who have knowledge of the grievance issues and/or representatives from the CAO's Employee Relations Division in the meeting with the Union. The General Manager, or designee, shall provide a written response to the Union within twenty (20) business days of the meeting.

STEP 2 - GROUP GRIEVANCE APPEAL

If the grievance is not settled at Step 1, the Union may file for arbitration pursuant to the procedure in Step 4, Arbitration, above.

Los Angeles Police Department Only:

If the grievance is not resolved at Step 1, or the Chief of Police, or designee, fails to respond within the time limit, the Union may process the grievance to the next level. The

Union may serve written notice of the grievance to the Police Commission, or designee, within ten (10) business days following (a) receipt of the written response at Step 1, or (b) the last day of the response period provided for in Step 1. Failure of the Union to serve such notice shall constitute a waiver of the grievance. The grievance shall be heard by the Commission, or designee, within ten (10) business days of the receipt of the appeal, and a written decision shall be rendered within thirty (30) business days from the date of meeting with the Union.

If the grievance is not settled as stated in the paragraph above, the Union may file for arbitration pursuant to the procedure in Step 4, Arbitration.

ARTICLE 18 UNION STEWARDS

A. 1. The Union may designate a reasonable number of Union Stewards who must be members of the Union and shall provide all departments, offices, or bureaus with a written list of employees who have been so designated. The Union shall ensure that the list of Union Stewards is kept current and shall transmit changes to Management as soon as practicable. A Union Steward may represent a grievant in the presentation of grievances at all levels of the grievance procedure. A Union Steward may represent an employee in pre-disciplinary hearings (Skelly) or pre-disciplinary interviews where there is a reasonable expectation that disciplinary action will follow.

2. An employee and their Union Steward may have a reasonable amount of paid time off for the above-listed activities. However, the Union Steward will receive paid time off only if the employee is the representative of record; is a member of the Association; and, is employed within a reasonable distance from the work location of the employee.

3. If a Union Steward must leave their work location to represent an employee, they shall first obtain permission from their supervisor on a form provided for such purpose. Permission to leave a work location will be granted unless such absence would cause an undue interruption of work. If such permission cannot be granted promptly, the Union Steward will be informed when time can be made available. Such time will not be more than forty-eight (48) hours after the time of the Union Steward's request, excluding scheduled days off and/or legal holidays, unless the parties mutually agree otherwise.

Denial of permission to leave at the time requested will automatically constitute an extension of time limits provided in the grievance procedure herein, equal to the amount of the time delay.

4. Before leaving their work location, the Union Steward shall contact the requesting employee's supervisor to determine when the employee can be made available. Upon arrival, the Union Steward will report to the

employee's supervisor who will make arrangements for the requested meeting.

5. Time spent on grievances or the pre-disciplinary representation activities described above, outside of regular working hours of the employee or the employee's Union Steward shall not be counted as work time for any purpose. Whenever these activities occur during the working hours of the employee and/or the Union Steward, only that amount of time necessary to bring about a prompt disposition of the matter will be allowed. City time, as herein provided, is limited to the actual representation of employees and does not include time for investigation, preparation, or any other preliminary activity.
- B.
1. In order to facilitate the expeditious resolution of workplace disputes at the lowest possible level, the parties agree to establish a joint Labor-Management training program for Union Stewards and front-line supervisors.
 2. No later than September 30, 2019, the Union and City representatives will have established a curriculum and training program that will provide skills for both Union Stewards and front-line supervisors in the processing and resolution of grievances and other workplace issues in a cooperative, problem-solving manner. Upon completion of the program, both Union Stewards and front-line supervisors will be certified.
 3. Union Stewards certified through this training shall be authorized to spend up to two (2) hours of City time to investigate each dispute raised under the Grievance Procedure of this MOU.
 4. As is practicable, grievances will be heard by certified supervisors.

ARTICLE 19 PERSONNEL FOLDERS

An employee shall be entitled to review the contents of their official departmental personnel folder at reasonable intervals upon request when his/her personnel office is normally open for business. Such review shall not interfere with the normal business of the department, office, or bureau.

The employee may authorize an Association staff representative to inspect the departmental folder, upon written consent of the employee. The written consent must be presented in person by the employee to the personnel office. The time to review the folder must be arranged by the staff representative. The staff representative may not remove or have a copy of any document in the folder. The employee or Association representative's review of the personnel folder shall not interfere with the normal business of the department.

No evaluation or disciplinary document may be placed in an employee's personnel file without his/her review and a copy of the document presented to him/her. The employee shall acknowledge that they have reviewed and received a copy of the document by signing the document with the understanding that such signature does not necessarily indicate agreement with its contents.

ARTICLE 20 NOTICE OF CHANGES IN WORK RULES

Whenever written departmental working rules are established or changes are made to existing written departmental working rules affecting conditions of employment, the City shall give the Association an opportunity to meet with the City prior to placing the new rules or changes in existing rules into effect.

Nothing contained in this Article shall be construed as a limitation of the right of the City to implement new written department working rules or make changes in such existing rules in cases of emergency. Provided, however, when such new work rules or changed existing work rules must be adopted immediately without prior notice to the Association, notice and the opportunity to consult shall be given at the earliest practical time following the adoption of such new work rules or changes in existing written department work rules.

The Association agrees to notify the City promptly after receiving notice of its intent to exercise its rights granted under this Article.

ARTICLE 21 EMPLOYEE RELATIONS

Meetings at reasonable intervals will be scheduled at the request of the Union or the City for the purpose of informally discussing employer-employee relations issues.

ARTICLE 22 ACTIONS BY THE ERB

If any action or actions by the ERB prior to the expiration of this MOU results in any significant change to the composition of this representational unit, the parties to this MOU shall meet as soon as possible thereafter to consider any revisions or amendments thereto that may be required.

ARTICLE 23 FAIR LABOR STANDARDS ACT (FLSA)

Pursuant to the Fair Labor Standards Act (FLSA), all employees shall have a fixed workweek that consists of a regular recurring period of 168 consecutive hours (seven 24-hour periods), which can begin and end on any day of the week and at any time of the day.

Employees in this Unit shall be treated as salaried employees in accordance with the provisions of the FLSA.

ARTICLE 24 SALARIED EMPLOYEES

Notwithstanding any LAAC and MOU provisions, or other City department rules and regulations to the contrary, salaried employees shall not be required to record specific hours of work for compensation purposes, although hours may be recorded for other purposes. These employees shall be paid the predetermined salary for each biweekly pay period, as indicated in the Appendices, and shall not receive overtime compensation. Salaried employees shall not be subject to any deductions from salary or any leave banks for any absence from work for less than a full workday. This provision does not apply to long-term or recurring partial day absences that are authorized by the appropriate supervisor designated by Management, for example, intermittent leave/reduced work schedule for purposes of Family/Medical Leave.

Consistent with LAAC Section 4.114(a), salaried employees shall be subject to the revised Department of Labor FLSA regulations pertaining to disciplinary suspensions of FLSA exempt employees (§ 541.602(b)(5)) effective upon adoption of this MOU. Under said revised regulations, salaried employees shall not be subject to disciplinary suspension for less than one workweek, i.e., seven days, which is half of a biweekly pay period, unless the discipline is based on violations of a safety rule of major significance or misconduct.

The appointing authority of each City department may grant time off for hours worked due to unusual situations.

ARTICLE 25 WORK SCHEDULES

The City may assign employees to work a five/forty, four/ten, nine/eighty, or other work schedule. The City shall have the right to refuse an employee's request to work a four/ten, nine/eighty, or other modified work schedule, and to require the reversion to a five/forty work schedule, providing that the exercise of such right is not arbitrary, capricious, or discriminatory. The parties further agree that the City may require employees to change their work schedules (working hours or change days off, except the split day) within the same FLSA workweek. The designated workweek for an employee may be changed only if the change is intended to be permanent and not designed to evade overtime requirements of the FLSA.

Temporary changes to the designated 9/80 day off at the request of the City or the employee is prohibited unless the intention is for the employee to work additional hours (overtime).

ARTICLE 26 1040/2080 PLAN

The City reserves the right to develop 26-week/1040 or 52-week/2080 hours' work periods under FLSA Section 7(b) [29 USC §207(b)(1) and (2)] during the term of this MOU for the purpose of increasing scheduling flexibility. Implementation of this work schedule

is subject to agreement by the parties and certification of the Union as bona fide by the ERB.

ARTICLE 27 JURY SERVICE

An employee duly summoned to attend any court of competent jurisdiction for the purpose of performing jury service shall, for those days during which jury service is actually performed and those days necessary to qualify for jury service, receive his/her regular salary. The absence of the employee for the purpose of performing jury service shall be deemed to be an authorized absence with pay within the meaning of LAAC Section 4.75.

During the time the employee is actually reporting for jury service, the head of the department, office, or bureau, or his/her designee will convert the employee's usual shift to a regular five-day, Monday through Friday day shift. However, employees may choose to remain on an alternative work schedule (9/80, 4/10, or 3/12) or on an off-watch schedule during jury service with the understanding that jury service on a regularly scheduled day off (RDO) will not be compensated. Employees must report for work on any day of their converted shift that the employee is not required by the court to perform jury service.

Compensation for mileage paid by the courts for jury service shall be retained by the employee. Employees performing jury service on a designated City holiday shall be compensated for the designated City holiday. Additional time off for that holiday shall not be provided.

ARTICLE 28 CIVIC DUTY

Whenever an employee is served with a subpoena by a court of competent jurisdiction compelling his/her presence as a witness during his/her normal working period, unless the employee is a party to the litigation or an expert witness such employee shall be granted time off with pay in the amount of the difference between the employee's regular earnings and any amount the employee receives for appearance. This Article is not applicable to appearances for which the employee receives compensation in excess of his/her regular earnings.

A court of competent jurisdiction is defined as a court within the County in which the employee resides or if outside the county of residence the place of appearance must be within 150 miles of the employee's residence.

ARTICLE 29 SALARIES

The parties to this MOU jointly recommend to the City Council approval of the salaries set forth in the attached Salary Appendices. Effective July 1, 2018, Appendix A will represent a conversion of the 15-Step salary range program to a 12-Step salary range program for employees in this Unit.

The salaries for employees within the Unit as set forth in the Appendices shall become operative as follows:

Appendix A – July 1, 2018

Appendix B – October 28, 2018

Appendix C – July 7, 2019 (Specials and Structural Changes)

Appendix D – January 19, 2020

Appendix E – January 31, 2021; deferred to be effective on June 19, 2022

Appendix F – June 20, 2021; deferred to be effective on June 19, 2022

(Note: The operative dates for Appendices B, C, D, E, and F coincide with the beginning of payroll periods.)

A. SALARY STEPS

1. Employees shall be hired at Step 2, or the appropriate step above Step 2 in accordance with applicable MOU provisions, or LAAC Section 4.90.
 - a. Steps 2 and 3 are separated by one premium level.*
 - b. Employees shall remain on Steps 2 and 3 for nine (9) months each.
2. Steps 4 through 8 are separated by two premium levels (Step 4 is one premium level above Step 3). Employees shall advance to each subsequent step after 12 months.
3. Steps 9 through 12 are separated by one premium level (Step 9 is one premium level above Step 8). Employees shall advance to each subsequent step after 12 months.

*On the City's salary range tables, each premium level is equal to approximately 2.75%.

B. SALARY ADJUSTMENTS

The following salary adjustments are reflected in Appendices B, D, E, and F and apply to all Unit employees:

1. Effective October 28, 2018, the base hourly wages for all Unit employees shall be increased by 2.9%, as reflected in Appendix B.
2. Effective January 19, 2020, the base hourly wages for all Unit employees shall be increased by 2.75%, as reflected in Appendix D.
3. Effective June 19, 2022, the base hourly wages for all Unit employees shall be increased by 2.0%, as reflected in Appendix E.

4. Effective June 19, 2022, the base hourly wages for all Unit employees shall be increased by 2.0%, as reflected in Appendix F.

C. EXTENSION OF STEP ADVANCEMENT DATE

Uncompensated absences of sixteen (16) days (128 hours for employees on a work schedule other than 5/40) or less during the qualifying period and during each subsequent qualifying period shall not extend the step advancement date. The step advancement date shall be extended one working day for each working day absence in excess of 16 days (or one hour for each hour of aggregated uncompensated absence in excess of 128 hours). Employees who are injured on duty and are compensated in accordance with Division IV of the Labor Code of the State of California and LAAC Division 4, Article 7 shall not have their step advancement date changed due to their workers' compensation status.

D. CONSECUTIVE APPOINTMENTS WITHIN A 12-MONTH PERIOD

Consecutive appointments or assignments to positions with the same top step salary rate in the 12-months (2,080 hours) following an appointment or assignment shall be treated as one appointment or assignment for step advancement purposes.

E. APPOINTMENTS TO NEW POSITIONS WITH THE SAME OR LOWER SALARY RANGE

An employee who is appointed or assigned to a new position on the same or lower salary range shall retain the step advancement date established for the former position.

F. PROMOTIONAL DIFFERENTIAL

Notwithstanding the rate provided for in LAAC Section 4.91, employees who receive a promotion shall be moved to the salary step (Step 2 or above) that provides a minimum 5.5% increase over the rate received in the former position.* As provided in LAAC Section 4.91, any regularly assigned bonus or premium compensation amounts shall be included in calculating the step rate for the former position and added to the new salary, if applicable, after determining the appropriate salary step rate for the new position.

* As Salary Step 1 is reserved for agreed upon trainee classifications, the minimum step available for promotion is Step 2, unless otherwise specified.

ARTICLE 30 HOLIDAYS AND HOLIDAY PAY

- A. The following days shall be treated as holidays during the term of this MOU.

1. New Year's Day
 2. Martin Luther King's Birthday (the third Monday in January)
 3. President's Day (the third Monday in February)
 4. Cesar E. Chavez Birthday (the last Monday in March)
 5. Memorial Day (the last Monday in May)
 6. Independence Day (July 4)
 7. Labor Day (the first Monday in September)
 8. Indigenous Peoples Day (the second Monday in October)
 9. Veteran's Day (November 11)
 10. Thanksgiving Day (the fourth Thursday in November)
 11. The Friday after Thanksgiving Day
 12. Christmas Day (December 25)
 13. Any day or portion thereof declared to be a holiday by proclamation of the Mayor and the concurrence of the City Council by resolution.
 14. Two unspecified holidays
- B. When any holiday from 1 through 12 above falls on a Sunday, it shall be observed on the following Monday.
- C. When any holiday from 1 through 12 above falls on a Saturday, it shall be observed on the preceding Friday.
- D. Any holiday declared by proclamation of the Mayor shall not be deemed to advance the last scheduled working day before a holiday for purposes of computing any additional time off.
- E. The unspecified holidays shall be taken in accordance with the following requirements:
1. The holidays shall be credited on January 1 of each calendar year and must be taken in one full normal working day increment of eight (8) hours during the calendar year in which it is credited or it will be forfeited. The request for such time off, if timely submitted by the employee, will be promptly approved by the City subject to the operating needs of the employee's department, office, or bureau. If an unforeseen operating requirement prevents the employee from taking such previously approved holiday, the City will reschedule the holiday so that it may be taken on some other reasonably satisfactory date within the calendar year.
 2. Any break in service (i.e., resignation, discharge, and retirement) prior to taking the holidays shall forfeit any right thereto.
 3. The holidays shall not be utilized to extend the date of any layoff.

4. No employees shall be entitled to the unspecified holidays upon appointment to one of the classifications represented by the Association until the employee has completed six months of satisfactory City service.
 5. No employee shall receive more than two unspecified holidays each calendar year. Thus, (a) an employee transferring from the Department of Water and Power (DWP) to any other City department, office or bureau will not receive an unspecified holiday after taking such holiday prior to leaving DWP, and (b) employees who resign or are terminated and then rehired during the same calendar year, will not receive additional unspecified holidays when rehired if such a holiday had been taken prior to resignation or termination.
- F. Whenever a holiday from 1 through 12 above occurs during an employee's regularly scheduled work week, eight (8) hours of paid leave shall be credited for the purpose of computing overtime pay for work performed after forty (40) hours.
 - G. Whenever a holiday listed under 13 and/or 14 above occurs during an employee's regularly scheduled workweek, the appropriate number of hours of paid leave shall be credited for the purpose of computing overtime pay for work performed after forty (40) hours.
 - H. Whenever a holiday falls on an employee's 9/80 or modified day off, the employee shall take an alternate day off within the same calendar week as the holiday.
 - I. For each holiday listed above which results in time off with pay for employees working a Monday through Friday work week, employees who are scheduled to work other than the Monday through Friday work week shall be entitled to such day off with pay or shall be compensated in accordance with all pertinent provisions (B through H above). If such holiday falls on the employee's scheduled day off, an alternative day off in-lieu shall be scheduled within the same calendar week.
 - J. The City shall have the sole authority and responsibility to determine whether the compensation for any holidays worked shall be in cash or paid leave time off.

ARTICLE 31 VACATIONS

The following sections A through J with the exception of Table 1 below shall apply to all classifications and pay grades represented in this bargaining unit.

A. Definitions

The words and terms defined in this section shall have the following meanings as used in this Article.

1. "City Service" or "Service with the City" means employment in any position with the City of Los Angeles, or any of its departments, bureaus or offices, including any department having control of its own funds.
2. "Service year" means each period of twelve (12) consecutive months and 2,080 regular paid hours (non-overtime) of employment following an employee's entrance or re-entrance into service with the City including any of its departments, or between any two anniversaries of such entrance or re-entrance.
3. "Year of Service" means an aggregate period of twelve (12) months and 2,080 regular paid hours (non-overtime) for which an employee has earned vacation credit, subject to deductions for absences as provided in section C. below.
4. "Qualifying year" for a full time employee means the first period of twelve (12) consecutive months and 2,080 regular paid hours (non-overtime) of service for the City, after entrance or re-entrance into City service, subject to deductions for absences as provided in section C. below.
5. "Full Pay" means the amount of pay an employee would receive for the period during which the employee is away on vacation, if the employee worked the days and hours prescribed for the position. Overtime pay shall not be included in such determination.

B. Accumulation of Vacation Time

Effective September 1, 2019, notwithstanding LAAC, Section 4.254, employees shall be permitted to accumulate vacation time not to exceed a maximum of three (3) annual vacation accrual periods.

C. Deductible Absences

In computing the accrual of monthly vacation credits, as provided herein, deduction shall be made for:

1. All absences without leave.
2. That portion of absences in excess of:
 - a. An aggregate of 240 hours in any one service year, on leave for reasons personal to the employee.
 - b. An aggregate of 720 hours sick leave in any one service year.
 - c. An aggregate of 720 hours cumulating all absences on sick leave and all absences personal to the employee in any one service year.

3. All uncompensated absences in excess of 360 hours of uncompensated time off during any one service year.
4. All periods during any service year in which an employee is an intermittent employee as defined by LAAC Section 4.110(b).
5. No period of absence on leave with pay for the performance of ordered military duty shall be considered an absence for the purpose of this Article.

D. Computation of Years of Service

1. In computing years of service in this Article, each employee shall be credited with the qualifying year as the first year of service, and with each subsequent year of service, since the occurrence of the latest of any one of the following events:
 - a. Original entrance into City service.
 - b. Re-entrance into City service after a layoff for lack of work, lack of funds, or abolishment of position, for a period extending beyond the date on which the employee's name is removed from the reserve list under the provisions of Charter Section 1015.
 - c. Re-entrance into City service after a suspension for cause in excess of six (6) months.
 - d. Re-entrance into City service more than six (6) months after resignation from such service.
 - e. Re-entrance into City service after discharge for cause.
 - f. For the purpose of computing years of service under this Article, vacation credits shall be deemed to have accrued during any period of military service performed by an employee, the same as if such employee had remained in active City service, if the employee was entitled to reinstatement as a City employee after such military service, and was in fact so reinstated.
 - g. Any employee who becomes, or heretofore became, a member of the classified service of the City under Charter Section 1021 shall be credited for vacation purposes with years of employment by the municipality or district referred to in Section 1021, the same as if such employee had been in the service of the City during the employee's employment by such municipality or district.

E. Cash Payment Upon Separation from the Service

In the event any employee, after the completion of his/her qualifying year of service, becomes separated from the service of the City by reason of resignation, discharge, retirement or death, or for any other reason, cash payment of a sum equal to all accrued, but unused, vacation, including vacation for the proportionate part of the service year in which the separation takes place, shall be made at the salary rate current at the date of said separation to the employee, his/her estate or any person legally entitled to such payment under any law of this State.

F. Cash Payment upon Granting of Military Leave Other Than Temporary Military Leave

In the event any employee, after the completion of his/her qualifying year of service, is granted a military leave under the provisions of the Military and Veterans Code of the State of California, other than a temporary military leave, cash payment of a sum equal to all accrued but unused vacation time, including vacation time accrued during the proportionate part of the service year in which such leave is granted, may be made to such employee at the salary rate current at the date of the commencement of such leave. Before any payment as herein provided is made, such employee shall furnish to the head of their department two (2) certified copies of their orders, one copy to be filed in the department in which the employee is employed and the other with the Controller, or in lieu thereof the employee shall furnish to such appointing authority upon forms provided by the Controller certified evidence of the employee's entry into the armed forces of the United States and the date thereof: provided, however, that presentation of the proof required under LAAC Section 4.123 may be deemed proof under this section for the same military leave. Any certification required by this section may be made by any commissioned officer of such armed forces. The Controller shall have power at any time to require such additional evidence as is satisfactory to him/her of the entry of such employee into active service in such armed forces.

G. Time for Granting Vacations

1. Each officer or Board or other appointing authority shall assign vacations and may establish and maintain a vacation schedule for each year, giving due regard in each case to the request of the employee, subject, however, to the right of such appointing authority to plan work under his, her, or its control and to approve and assign vacations when the employee can be reasonably spared; provided, that when such appointing authority notwithstanding an employee's request, has failed or refused to assign a vacation prior to the time necessary to prevent expiration of any unused portion of accrued vacation credit, such employee may absent himself without penalty so as to avoid losing any vacation credit.

2. Each department, office or bureau shall furnish the Controller a detailed record of vacation taken. The record shall include the name of the employee, the class, and the number of days and the dates when vacation is taken. The Controller shall maintain for each department, office or bureau the balance of vacation remaining to be taken.

H. Layoff – Inclement Weather

Except in the first service year any employee laid off for less than fifteen (15) consecutive days, or precluded from working by inclement weather which prevents normal performance of duty followed by re-employment by the City, shall be considered to be on leave without pay for such period. This applies only for the purpose of determining vacation rights.

I. Legal Holidays

When a legal holiday falls on a regular working day within a vacation period, the legal holiday shall not be included in the computation of such vacation, but the employee shall be granted additional day's vacation with full pay equal to the number of such holidays.

J. Monthly Vacation Credit - Length of Vacation

Each bargaining unit member who has completed their qualifying year shall be entitled to the following number of vacation days with full pay, based on the number of years of City service completed, accrued and credited at the rates indicated, subject to deductions for absences as provided in section C. below.

Table 1

**Monthly Vacation Credit for Bargaining Unit Members Employed
As
Personnel Director I or Personnel Director II**

Years of Service Completed	Number of Vacation Days	Monthly Accrual Rate In Hours/Minutes	Lump Sum Hours/Minutes on Anniversary Date
1	11	7.20	88:00
5	17	11.20	48:00
13	18	11.20	8:00
14	19	11.20	16:00
15	20	11.20	24:00
16	21	11.20	32:00

Years of Service Completed	Number of Vacation Days	Monthly Accrual Rate In Hours/Minutes	Lump Sum Hours/Minutes on Anniversary Date
17	22	14.40	40:00
18	23	14.40	8:00
19	24	16.00	14:40
25	25	16.40	8:00

The following sections K through O shall apply to the classification and pay grade of Personnel Director III (1714-3) only.

- K. In addition to the provisions enumerated above and in lieu of vacation time provided for above, a bargaining unit member who is employed in the class and pay grade of Personnel Director III (1714-3) shall be entitled to the following number of vacation hours with full pay accrued and credited at the rates indicated, subject to deduction for absences as provided in section C. above:

Table 2

Annual Vacation Hours Credit for Bargaining Unit Members Employed As Personnel Director III

Years of Experience Completed	Number of Vacation Hours
Upon permanent appointment, with less than 15 years of job-related work experience, as certified by the Personnel Department	120
Upon permanent appointment, with 15 or more years of job-related work experience as certified by the Personnel Department	160
1 year in the class and pay grade of Personnel Director III	168
2 years in the class and pay grade of Personnel Director III	176
3 years in the class and pay grade of Personnel Director III	184
4 years in the class and pay grade of Personnel Director III	192
5 years in the class and pay grade of Personnel Director III	200

- L. An employee who currently has or will receive a permanent appointment to the class and pay grade of Personnel Director III who is accruing vacation at a higher rate than the rate provided in Table 2 above shall continue to accrue at the higher rate.
- M. An employee who currently has or will receive a permanent appointment to the class and pay grade of Personnel Director III who is accruing vacation at a lower rate than provided in Table 2 above shall have their vacation accruals adjusted to be in conformance with Table 2 above. Such employees shall be credited with additional vacation equal to the difference between the lower annual rate and the appropriate annual rate provided for in this section, in addition to accruing at the higher monthly rate.
- N. Persons who receive an initial appointment to the City as a Personnel Director III shall receive the total number of vacation hours provided for in Table 2 above in the pay period following the completion of 160 hours worked, excluding City-paid holidays. Monthly accrual for these employees shall be effective on the one-year vacation anniversary date, which for purposes of this subsection shall be one year (12 months) from the date of initial appointment to the City as a Personnel Director III.
- O. A Personnel Director III who has completed a minimum of six (6) months of City service and who subsequently leaves City service prior to completing their initial year of City service will receive cash payment for any unused vacation hours proportionate to the number of months worked in that service year. Employees must work the entire month, excluding paid City holidays, in order for the month to be included in the calculation.

ARTICLE 32 MILEAGE

Each employee who is authorized by an appointing authority to use their own vehicle pursuant to LAAC Sections 4.229 through 4.236, inclusive, shall be reimbursed for transportation expenses for all miles traveled for business purposes in any biweekly pay period in addition to any and all salaries and other compensation otherwise provided for by law. During the term of this MOU, the cents per mile reimbursement rate shall be adjusted to an amount equal to the annual standard car mileage allowance as determined by the Internal Revenue Service. The CAO shall certify to the City Controller appropriate changes, if required, to become effective the beginning of the pay period in which January 1 falls.

ARTICLE 33 CIVILIAN MODIFIED FLEXIBLE BENEFITS PROGRAM

During the term of this MOU, the City will provide benefits in accordance with the Civilian Modified Flexible Benefits Program (Flex Program) and any modifications thereto as recommended by the Joint Labor-Management Benefits Committee (JLMBC), administered by the Personnel Department, and approved by the City Council.

During the term of this MOU, the City agrees that it will not unilaterally impose a reduction in plan design or benefits for any benefit plan applicable to employees covered by this MOU. Nothing in this MOU, however, shall prevent the parties from jointly reaching agreement on plan design or benefits applicable to employees covered by this MOU. Additionally, nothing in this MOU constitutes a waiver by the Union or the City with respect to making changes to plan design or benefits.

If there are any discrepancies between the benefits described herein and the Flex Program approved by the JLMBC, the Flex Program benefits will take precedence.

Section I - Health Plans

The health plans offered and benefits provided by those plans shall be those approved by the City's JLMBC and administered by the Personnel Department in accordance with LAAC Section 4.303.

During the term of this MOU, the City agrees to contribute a monthly sum not to exceed the Kaiser Permanente family rate (maximum monthly health care subsidy) for each full-time employee toward the cost of a City-sponsored health plan for employees who are members of the Los Angeles City Employees' Retirement System (LACERS). During the term of this MOU, the City's monthly subsidy for full-time employees shall increase by the increase in the Kaiser Permanente family rate. Increases in this monthly health care subsidy shall be effective at the beginning of the pay period in which the Kaiser yearly premium rate change is implemented.

The City will apply this subsidy first to the employee's coverage. Any remaining balance will be applied toward the coverage of the employee's dependents under the plan.

Full-time employees who work a temporary reduced schedule under the provisions of Article 38, Family and Medical Leave, shall continue to receive the same subsidy as full-time employees and will be subject to any adjustments applied to that subsidy as provided in this Article.

During the term of this MOU, the JLMBC will review all rate changes and their impact on the Health Plans. The following provisions will apply to Unit members enrolled in a City-sponsored health care plan and eligible for the health care subsidy.

Unit members shall pay ten percent (10%) of the City's monthly health care premium on a biweekly basis when the amount of their monthly health care premium for the health care plan in which they are enrolled is less than or equal to the amount of the City's maximum monthly health care subsidy. Effective January 1, 2020, the 10% contribution by Unit members described above shall be eliminated.

In the event that unit members are enrolled in a health care plan that has a monthly premium that exceeds the City's maximum monthly subsidy, then, until January 1, 2020, such members shall pay on a biweekly basis the total of the difference between the cost

of their monthly health care premium and the City's maximum monthly health care subsidy, plus ten percent (10%) of the City's maximum monthly health care subsidy.

Section II - Dental Plans

The dental plans offered shall be those approved by the City's JLMBC and administered by the Personnel Department in accordance with LAAC Section 4.303.

The City will expend for full-time employees in this Unit who are members of LACERS the monthly sum necessary to cover the cost of employee only coverage under the City-sponsored Dental Plan Program. Coverage for dependents of eligible employees may be obtained in a City-sponsored plan at the employee's expense, provided that such sufficient enrollment is maintained to continue to make such coverage available.

During the term of this MOU, the JLMBC will review all rate changes and their impact on the Dental Plans.

Section III - Definition of Dependents

The definition of a dependent for health and dental plan coverage shall include the domestic partner of an employee and the dependents of such domestic partner. Any employee claiming a domestic partner and/or the dependents of such domestic partner for purposes of this Article shall have an approved City Affidavit of Domestic Partnership form or a registered State of California Declaration of Domestic Partnership form on file in the Employee Benefits Office, Personnel Department, which identifies that individual as the employee's domestic partner.

Section IV - General Provisions

An open enrollment period of at least 30 days shall be declared by the Personnel Department each calendar year. During this open period, employees may enroll themselves and, at their option, their dependents in the City-sponsored plan. Employees who fail to enroll during this open enrollment period will be ineligible to participate in a City-sponsored plan unless another open enrollment period is subsequently declared by the Personnel Department. However, employees may enroll in Association-sponsored programs in accordance with the procedures of those programs.

The City will retain all duties and responsibilities it has had for the administration of the City's Health and Dental Plans.

Section V - Subsidy During Family and Medical Leave

For employees who are on Family or Medical Leave under the provisions of Article 38 of this MOU, the City shall continue the City's medical and dental plan subsidies for employees who are enrolled in a City health and/or dental plan prior to the beginning of said leave. Employees shall be eligible for such continued subsidies while on a Family

or Medical Leave in accordance with Article 38 herein. However, for any unpaid portion of Family or Medical Leave, health and/or dental plan subsidies shall be continued for a maximum of nine (9) pay periods, except while an employee is on a Pregnancy Disability Leave absence (up to 4 months), Management shall continue the City's subsidy for her pregnancy health coverage (medical plan subsidy) in compliance with the provisions of Government Code Sections 12945 and 12945.2 (amended in 2011).

Section VI - Benefit Protection Plan

For employees who have approved disability claims (excluding those for work-related injuries) under the City's Flex disability insurance carrier, Management shall continue the City's medical, dental, and basic life insurance plan subsidies for a maximum of two years or at the close of claim, whichever is less. Employees must have been enrolled in a Flex medical, dental, and/or basic life plan prior to the beginning of the disability leave. Coverage in this program will end if the employee retires (service or disability) or leaves City service for any reason.

ARTICLE 34 RETIREMENT BENEFITS

A. Benefits

Effective July 1, 2011, for all Tier I employees regardless of their date of hire, the Tier I retirement formula and a flat-rated employee retirement contribution of seven percent (7%) was implemented and shall be continued. The employee retirement contribution rate shall return to six percent (6%) in accordance with the Early Retirement Incentive Program (ERIP) agreement dated October 26, 2009, and LAAC Section 4.1033, which provides that this seven percent (7%) employee retirement contribution will continue until June 30, 2026, or until the ERIP cost obligation is fully paid, whichever comes first.

For employees hired on or after February 21, 2016, the retirement formula for LACERS Tier 3 and a flat-rated employee retirement contribution of seven percent (7%) shall be continued during the term of the MOU.

B. Retiree Health Benefits

There is currently in effect a retiree health benefit program for retired members of LACERS under LAAC Division 4, Chapter 11. All covered employees who are members of LACERS, regardless of retirement tier, shall contribute to LACERS four percent (4%) of their pre-tax compensation earnable toward vested retiree health benefits as provided by this program. The retiree health benefit available under this program is a vested benefit for all covered employees who make this contribution, including employees enrolled in LACERS Tier 3.

With regard to LACERS Tier 1, as provided by LAAC Section 4.1111, the monthly Maximum Medical Plan Premium Subsidy, which represents the Kaiser two-party

non-Medicare Part A and Part B premium, is vested for all members who made the additional contributions authorized by LAAC Section 4.1003(c).

Additionally, with regard to Tier 1 members who made the additional contribution authorized by LAAC Section 4.1003(c), the maximum amount of the annual increase authorized in LAAC Section 4.1111(b) is a vested benefit that shall be granted by the LACERS Board.

With regard to LACERS Tier 3, the Implementing Ordinance shall provide that all Tier 3 members shall contribute to LACERS four percent (4%) of their pre-tax compensation earnable toward vested retiree health benefits, and shall amend LAAC Division 4, Chapter 11 to provide the same vested benefits to all Tier 3 members as currently are provided to Tier 1 members who make the same four percent (4%) contribution to LACERS under the retiree health benefit program.

The entitlement to retiree health benefits under this provision shall be subject to the rules under LAAC Division 4, Chapter 11 in effect as of the effective date of this provision, and the rules that shall be placed into LAAC Division 4, Chapters 10 and 11, with regard to Tier 3, by the Implementing Ordinance.

As further provided herein, the amount of employee contributions is subject to bargaining in future MOU negotiations.

The vesting schedule for the Maximum Medical Plan Premium Subsidy for employees enrolled in LACERS Tier 1 and LACERS Tier 3 shall be the same.

Employees whose Health Service Credit, as defined in LAAC Division 4, Chapter 11, is based on periods of part-time and less than full-time employment, shall receive full, rather than prorated, Health Service Credit for periods of service. The monthly retiree medical subsidy amount to which these employees are entitled shall be prorated based on the extent to which their service credit is prorated due to their less than full time status.

C. Procedure for Benefits Modifications

Proposals for major retirement benefit modifications will be negotiated in joint meetings with the certified employee organizations whose memberships will be directly affected. Agreements reached between the City and organizations whereby a majority of the members in the LACERS are affected shall be recommended to the City Council by the CAO as affecting membership of all employees in the LACERS. Such modifications need not be included in the MOU in order to be considered appropriately negotiated.

Proposals for minor benefit modifications and technical changes will be considered and reported on as appropriate, but no more than one a year, in a report from the CAO to the City Council. Affected organizations shall be given the opportunity to

review the proposed minor changes prior to the release of the report, and their views shall be included in the report.

If agreement is not reached between the City and the organizations representing a majority of the members in the LACERS as to whether a particular proposal constitutes either a major or a minor modification, the proposal shall be treated as a major modification.

ARTICLE 35 SICK LEAVE

Management's practices with regard to sick leave benefits will be in accordance with Los Angeles Administrative Code Sections 4.126, 4.126.2, and 4.128, except as noted below.

Sick leave may be used for the following purposes: diagnosis, care, or treatment of a health condition of or preventive care for an employee or an employee's immediate family member, as provided in Article 37 (Family Illness) of this MOU.

A. Sick Leave Accrual and Usage

1. Full-time employees shall begin accruing sick leave on the first day of employment. Employees shall accrue a total of one (1) day (8 hours) of sick leave at the end of the first month (30 calendar days) of employment and shall accrue one (1) additional day at the end of each subsequent month (30-calendar day period) worked until January 1. Beginning January 1, employees shall accrue sick leave as provided in Subsection A(2) of this Article. Employees may use their accrued sick leave beginning on the 90th day of City employment (90 calendar days from the date of hire).
2. Beginning the January 1 subsequent to the date of their initial City employment, full-time employees shall be provided 96 hours at 100% of full pay and 40 hours at 75% of full pay each calendar year for sick leave, plus the hours of sick leave accrued and accumulated as provided in this Article.
3. Any unused balance of sick leave at 100% of full pay at the end of any calendar year shall be carried over and accumulated from one (1) calendar year to the next up to a maximum of 800 hours. However, any unused sick leave at 100% of full pay remaining at the end of any calendar year, which, if added to an employee's accumulated sick leave at 100% of full pay, will exceed 800 hours, shall be compensated by a cash payment of 50% of the employee's salary rate current at the date of payment as soon as practicable after the end of each calendar year.

Any unused balance of sick leave at 75% of full pay at the end of any calendar year shall be carried over and accumulated from one (1) calendar year to the next up to a maximum of 800 hours at 75% of full pay. No

payment of sick leave accrual in excess of the maximum amount shall occur.

4. Effective January 1, 1997, if a full-time employee retires from City service or, if a full-time employee who is eligible to retire on or after July 1, 1996, dies prior to retirement, any balance of accumulated sick leave at 100% of full pay up to a maximum of 800 hours remaining unused at the time of retirement or death shall be compensated to the employee or, in the event of the death of the employee, to the employee's legal beneficiary(ies) by a cash payment of 50% of the employee's salary rate on the date of retirement or death.
5. As of January 1, 1998, any unused balance of sick leave at 50% of full pay shall be frozen with no further credits or withdrawals permitted.

Effective January 1, 1997, if a full-time employee retires from City service or, if a full-time employee who is eligible to retire on or after July 1, 1996, dies prior to retirement, any balance of accumulated sick leave at 50% of full pay remaining unused at the time of retirement or death shall be compensated to the employee or, in the event of the death of the employee, to the employee's legal beneficiary(ies) by a cash payment at 25% of the employee's salary rate on the date of retirement or death.

B. Preventive Medical Treatment

Notwithstanding LAAC Section 4.126(d), employees may use up to 48 hours of 100% of full pay sick leave to secure preventive medical treatment for the employee or employee's immediate family member.

C. Sick Leave Benefits For Employee With Previous City Of LA Employment

If an employee separates from City service and is rehired within the City within one year from the date of separation, previously accrued and unused sick time shall be reinstated.

- D. The parties agree to continue negotiations related to sick leave provisions and any agreement will be added as a contract amendment.

ARTICLE 36 BEREAVEMENT LEAVE

- A. Leave due to family deaths shall be in accordance with LAAC Section 4.127.1, which provides for a maximum of three working days for each occurrence of a death in the employee's immediate family.
- B. For the purpose of this Article, the definition of an immediate family member, notwithstanding the definition in LAAC Section 4.127.1, shall include the father,

father-in-law, mother, mother-in-law, brother, sister, spouse, child, step-parents, step-children, great/grandparents, great/grandchildren, foster parents, foster children, a domestic partner, any relative who resided in the employee's household, a household member (any person residing in the immediate household of the employee at the time of death), and the following relatives of an employee's domestic partner: child, grandchild, mother, father. For purposes of this Article, simultaneous, multiple family deaths will be considered as one occurrence.

- C. Any employee claiming a domestic partner for purposes of this Article shall have a prescribed City Affidavit of Domestic Partnership form or a registered State of California Declaration of Domestic Partnership form on file in the Personnel Department Employee Benefits Office, which identifies that individual as the employee's domestic partner.
- D. In addition to the bereavement leave granted under this Article, upon the approval of the appointing authority, any employee who has accrued unused sick leave at full pay, shall be allowed sick leave with full pay not to exceed two (2) working days per occurrence for the purpose of bereavement leave if it is necessary for the employee to travel a minimum of 1,500 miles one way, as determined by the Automobile Association of America (AAA). Employees requesting the use of sick leave under this provision shall furnish satisfactory proof to the appointing authority of the distance traveled. Use of sick leave hours for bereavement leave shall not be counted as sick leave in any department Sick Leave Use Monitoring Program.
- E. Effective upon implementation of this MOU, members of this Unit shall be entitled to use the bereavement leave granted under this Article (or the sick leave used for purposes of bereavement leave as described in this Article) up until three hundred and seventy (370) calendar days from the date of the death of the qualifying immediate family member. Bereavement leave days not used prior to 370 calendar days from the date of said death shall be deemed waived and lost.

ARTICLE 37 FAMILY ILLNESS

Management's present practices of allowances for leave for illness for family will be continued during the term of this MOU. Effective December 27, 2015, the aggregate number of working days allowed in any one calendar year with full pay shall increase from 12 working days to not exceed fifteen (15) days (120 hours). Such practice of allowance for leave of illness in family shall be in accordance with LAAC Section 4.127. Upon the adoption of a child, an employee will be permitted to use fifteen (15) days (120 hours) of family illness sick leave.

Effective January 1, 2020, employees shall be allowed to use 75% sick time for family illness after exhausting 100% sick time.

The definition of "immediate family" shall include: the father, father-in-law, mother, mother-in-law, brother, sister, spouse, child, foster child, great/grandparents,

great/grandchildren, step-parents, step-children, the domestic partner of the employee, a household member (any person residing in the immediate household of the employee at the time of the illness or injury) of the City employee and the following relatives of an employee's domestic partner: child, grandchild, mother and father.

Any employee claiming a domestic partner for purposes of the Article shall have an approved City Affidavit of Domestic Partnership form or a registered State of California Declaration of Domestic Partnership form on file in the Employee Benefits Office, Personnel Department, which identifies that individual as the employee's domestic partner.

ARTICLE 38 FAMILY AND MEDICAL LEAVE

I. Authorization for Leave

- A. During the term of this MOU, up to four (4) months (nine [9] pay periods [720 hours]) of family or medical leave shall be provided for the purpose of childbirth, adoption, foster care of a child, or serious health condition of an immediate family member (as defined in Article 37, Family Illness), upon the request of the employee, or the designation of Management in accordance with applicable Federal or State law, notwithstanding any other provisions of this MOU or the LAAC to the contrary.
- B. An employee may take leave under the provisions of this Article if the employee has a serious health condition that makes the employee unable to perform the functions of the employee's position.
- C. Leave under the provisions of this Article shall be limited to four (4) months (nine [9] pay periods [720 hours]) during a twelve (12) month period, regardless of the number of incidents. A 12-month period shall begin on the first day of leave for each individual taking such leave. The succeeding 12-month period will begin the first day of leave taken under the provisions of this Article after completion of the previous 12-month period.

Exception: Under the provisions of this Article, a pregnant employee may be eligible for up to four (4) months (nine [9] pay periods [720 hours]) for childbirth disability and up to an additional four (4) months (nine [9] pay periods [720 hours]) for purposes of bonding. (See Section IV. of this Article.)

II. Definitions

- A. Spouse means a husband or wife as defined or recognized under State law for purposes of marriage in this state.
- B. Domestic Partner means a named domestic partner in a confidential

affidavit declaring the existence of said domestic partner and signed by the City employee, which is on file in the Employee Benefits Office, Personnel Department.

- C. Parent means a biological, step, adoptive or foster parent, an individual who stands or stood in loco parentis to an employee, or a legal guardian. This term does not mean parents-in-law. Persons who are in loco parentis include those with day-to-day responsibilities to care for or financially support a child or, in the case of a parent of an employee, that person who had such responsibility for the employee when the employee was a child. A biological or legal relationship is not necessary.
- D. Child means a biological, adopted, or foster child, a stepchild, a legal ward or a child of a person standing *in loco parentis*, who is either under age 18 or age 18 or older and incapable of self-care because of a mental or a physical disability.

III. Eligibility

- A. The provisions of this Article shall apply to all employees in this Unit in all City departments who have been employed by the City for at least 12 months and who have worked at least 1,040 hours during the 12 months immediately preceding the beginning of the leave.

Exception: In accordance with Pregnancy Disability Leave (PDL) under the California Fair Employment and Housing Act (FEHA), on the first day of employment with the City, pregnant employees are eligible for up to four (4) months (nine [9] pay periods [720 hours]) of leave if disabled due to pregnancy.

- 1. Parents (including those who are domestic partners) who both work for the City may each individually take leave under the provisions of this Article at the same time to care for a new child by birth, adoption or foster care of a child.
- 2. Spouses or domestic partners who both work for the City may take leave under the provisions of this Article at the same time to care for a sick parent. However, the aggregate period of time to which both are entitled is limited to the time allowed for only one employee.
- 3. Each employee must notify their employing department at the time the leave is requested of the name and department of the other City employee who is requesting leave for the same incident. Such notification must include the starting and ending dates of the time period for which each employee is requesting leave.

4. The time limitation described above does not apply to leave taken by one spouse or domestic partner to care for the other who is seriously ill, or to care for a child with a serious health condition.

IV. Conditions

A. Pregnancy

1. The start of leave for a pregnant employee shall be at the beginning of the employee's pregnancy-related disability that a health care provider certifies as necessary. Leave for the non-disability portion of childbirth may be taken before or after delivery.
2. In accordance with PDL under the California FEHA, pregnant employees who are disabled due to pregnancy, childbirth, or related medical conditions are eligible for up to four (4) months (nine [9] pay periods [720 hours]) of leave with medical certification certifying the employee as unable to work due to a pregnancy-related condition. PDL under the FEHA may be taken before or after the birth of the child, and shall run concurrently with pregnancy leave under the Federal Family and Medical Leave Act of 1993, which must be concluded within one (1) year of the child's birth.
3. Employees (each parent individually) are also eligible for family leave ("bonding") under the California Family Rights Act, which shall be limited to four months (nine [9] pay periods [720 hours]) and must be concluded within one (1) year of the child's birth. Whereas bonding leave for the pregnant employee may be taken before or after delivery, bonding leave for the non-pregnant employee shall be taken on or after the anticipated delivery or placement date of the child except as may be necessary under Subsection IV.B. "Adoption". (The administration of such leave shall be in accordance with Sections III.B. and IV.F. of this Article.)

B. **Adoption** - The start of a family leave for adoption or foster care shall begin on a date reasonably close to the date the child is placed in the custody of the employee. Leave for adoption or foster care of a child may be granted prior to placement if an absence from work is required.

C. **Family Illness** - The start of a family leave for a serious health condition of a family member shall begin on the date requested by the employee or designated by Management.

D. **Employee's Own Health Condition** - The start of a leave for the employee's own serious health condition shall begin on the date requested by the employee or designated by Management.

E. A **Serious Health Condition** is defined as an illness, injury, impairment, or physical or mental condition that involves:

1. Any period of incapacity or treatment connected with inpatient care in a hospital, hospice, or residential medical care facility; or
2. A period of incapacity requiring an absence of greater than three days involving continuing treatment by or under the supervision of a health care provider; or
3. Any period of incapacity (or treatment therefore) due to a chronic or serious health condition; or
4. A period of incapacity that is permanent or long-term due to a condition for which treatment may not be effective; or
5. Any absences to receive multiple treatments (including any period of recovery therefrom) by, or on referral by, a health care provider for a condition that likely would result in incapacity for more than three (3) consecutive days if left untreated; or
6. Any period of incapacity due to pregnancy or for prenatal care.

F. **Continuous, Intermittent, and Reduced Work Schedule Leave** - All leave granted under this Article shall normally be for a continuous period of time for each incident.

1. An employee shall be permitted to take intermittent leave or work on a reduced schedule to take care of a family member with a serious health condition or for the employee's own serious health condition when it is medically necessary. Management may require the employee to transfer temporarily to an available alternative position with equivalent compensation for which the employee is qualified that accommodates recurring periods of leave better than the employee's regular position. Employees who elect a part-time schedule shall receive prorated compensated time off benefits in accordance with LAAC Section 4.110 during the duration of their part-time schedule.
2. In accordance with the California Family Rights Act (CFRA), leave for the birth, adoption or foster care placement of a child of an employee ("bonding" leave) does not have to be taken in one continuous period of time. Under CFRA, the basic minimum duration of bonding leave is two (2) weeks, and on any two (2) occasions an employee is entitled to such bonding leave for a time period of less than one day but less than two weeks' duration. Any other form of

intermittent leave, or work on a reduced schedule, for the purpose of bonding leave shall only be permitted at the discretion of Management. Bonding leave must be concluded within one (1) year of the birth or placement of the child.

- G. If any employee requires another leave for a separate incident under the provisions of this Article during the same 12 month period, a new request must be submitted.
- H. A personal leave beyond the four (4) month (nine [9] pay periods [720 days]) leave provided in this Article may be requested, subject to the approval of the appointing authority and, if required, the Personnel Department, as provided under other City leave provisions.
- I. An employee receiving temporary workers' compensation benefits (either IOD or the rate provided in Division IV of the California Labor Code) who meets the eligibility requirements in III.A. of this Article shall automatically be considered to be on family and medical leave, effective the first day of the employee's absence.
- J. The City has the right to verify the certification of a serious health condition by a health care provider for a leave under the provisions of this Article. Management shall allow the employee at least fifteen (15) calendar days to obtain the medical certification.
- K. Upon return from family or medical leave, an employee shall be returned to their original job or to an equivalent job.

V. Notice Requirements

A. Employee

When an employee requests family or medical leave, the employee must state the reason for the requested leave (e.g., childbirth, to care for an immediate family member with a serious health condition, etc.). When the necessity for a leave is foreseeable, the employee must provide at least thirty (30) days' notice. However, if the leave must begin in less than thirty (30) days, the employee must provide as much advance notice as is practicable.

B. Management

In response to the employee's request for family or medical leave, Management shall indicate whether or not the employee is eligible for such leave, if such leave will be counted against the employee's annual family or medical leave entitlement, and any requirement for the employee to furnish

medical certification. Management may designate leave, paid or unpaid, taken by an employee as family or medical leave-qualifying, regardless of whether or not the employee initiates a request to take family or medical leave.

VI. Applicable Time Off

Employees who are granted leave in accordance with this Article shall take time off in the following order:

A. Childbirth (Mother)

1. Accrued sick leave (100% and 75%) or vacation for the entire period of disability that a health care provider certifies is necessary (including prenatal care or the mother's inability to work prior to the birth), may be taken at the employee's discretion.
2. For the non-disability portion of childbirth leave (before delivery or after ["bonding"]), accrued vacation available at the start of the leave shall be used prior to the use of time under 3, 4, 5, and 6 below.
3. Accrued 100% sick leave. The use of sick leave under this subsection is at the employee's discretion.
4. Accrued 75% sick leave, following use of all 100% sick leave. The use of sick leave under this subsection is at the employee's discretion.
5. Unpaid leave.
6. Accrued Fair Labor Standards Act (FLSA) compensatory time off may be used at the employee's discretion, with Management approval, after exhaustion of 100% sick leave (3. above). However, FLSA compensatory time off shall not be counted against the employee's four-month (nine [9] pay period [720 hours]) family or medical leave entitlement. Therefore, any use of FLSA compensatory time off under this Section shall extend the employee's family or medical leave by the total amount of FLSA compensatory time off used.

B. Childbirth (Father or Domestic Partner), Adoption, Foster Care, or Family Illness

1. Annual family illness sick leave up to fifteen (15) days may be used at the employee's discretion. Such leave may be taken before or after the vacation described in 2 below.

2. Accrued vacation available at the start of the leave shall be taken. Such time must be used prior to the use of time under 3, 4, 5, and 6 below.
3. Accrued 100% sick leave. The use of sick leave under this subsection is at the employee's discretion.
4. Accrued 75% sick leave, following use of all 100% sick leave. The use of sick leave under this subsection is at the employee's discretion.
5. Unpaid leave.
6. Accrued Fair Labor Standards Act (FLSA) compensatory time off may be used at the employee's discretion, with Management approval, after exhaustion of 100% sick leave (3. above). However, FLSA compensatory time off shall not be counted against the employee's four-month (nine [9] pay period [720 hours]) family or medical leave entitlement. Therefore, any use of FLSA compensatory time off under this Section shall extend the employee's family or medical leave by the total amount of FLSA compensatory time off used.

C. Personal Medical Leave

1. Accrued 100% sick leave may be used at the employee's discretion. Such leave may be taken before or after the vacation described in 3. below.
2. Accrued 75% sick leave may be used following use of all 100% sick leave at the employee's discretion. Such leave may be taken before or after the vacation described in 3 below.
3. Accrued vacation time.
4. Unpaid leave.
5. Accrued Fair Labor Standards Act (FLSA) compensatory time off may be used at the employee's discretion, with Management approval, after exhaustion of 100% sick leave (1. above). However, FLSA compensatory time off shall not be counted against the employee's four-month (nine [9] pay period [720 hours]) family or medical leave entitlement. Therefore, any use of FLSA compensatory time off under this Section shall extend the employee's family or medical leave by the total amount of FLSA compensatory time off used.

VII. Sick Leave Rate of Pay

Payment for sick leave usage under VI A, B, and C shall be at the regular accrued rate of 100% or 75% as appropriate.

VIII. Monitoring

Management shall maintain such records as are required to monitor the usage of leave as defined in this Article. Such records are to be made available to the Association upon request.

It is the intent of the parties that the provisions and administration of this Article be in compliance with the Family and Medical Leave Act of 1993, the California Family Rights Act of 1993, and the Pregnancy Disability Leave provisions of the California Fair Employment and Housing Act.

ARTICLE 39 SAFETY

Section I

The City will make every reasonable effort to provide safe working conditions. The Association will encourage all employees in the Unit to perform their work in a safe manner. Each employee should be alert to unsafe practices, equipment and conditions, and should report any hazardous condition promptly to their immediate supervisor. Said supervisor must:

- A. Correct or eliminate the hazardous condition if correction or elimination thereof is within the authority and capability of the supervisor.
- B. Safeguard a hazardous condition in such a manner as to preclude injury to personnel and/or property damage, and promptly report the nature and location of the hazardous condition to the next level of supervision designated by departmental management for said purpose if elimination of the hazardous condition is not within the immediate supervisor's capability.
- C. Promptly report the problem to the next designated level of supervision or inform the Departmental Safety Coordinator about the problem if elimination of the hazardous condition is not within the capability of the second level of supervision to correct.

Section II

If the procedures for handling a reported hazardous condition are not initiated, or if initiated fail to affect a satisfactory solution of the problem within a reasonable time, the employee or the employee's representative may call the City Occupational Safety Office and report such hazard.

Unresolved complaints hereunder may be referred to the State Safety Engineer for processing under the CAL/OSHA rules and regulations.

ARTICLE 40 MILITARY LEAVE

The City's present practices with regard to military leave with pay will be continued during the term of this MOU. Such practices shall be in accordance with LAAC Section 4.123.

ARTICLE 41 TRAINING AND PROFESSIONAL DEVELOPMENT

- A. The parties agree to utilize the Joint Labor Management Committee for Training and Development (JL-MCTD) established in MOU 36 for the period this MOU is effective. The JL-MCTD will be responsible for developing and approving training programs for unit members and allocating the professional development funds provided in MOU 36. The JL-MCTD will be composed of ten members with five appointed by the Association and five appointed by the City (i.e. General Manager Personnel). The JL-MCTD will choose its own chairperson from among its appointed members. The position of Chairperson shall rotate annually between Association and City-appointed members.

The City will establish a trust fund for professional training and development to be administered by the Personnel Department consistent with the decisions of the JL-MCTD. The City shall deposit \$173,000 into the trust fund on or after the start of the pay period following Council adoption of this MOU, and \$173,000 on July 1, 2019, and each July in each year of this MOU. There shall be only one fund that is shared between employees covered under MOUs 36, 63, and 64. Unspent funds shall not revert to the City's General Fund at the end of the fiscal year, but shall remain in the trust fund. However, any unspent or unencumbered funds in the trust fund shall revert to the General Fund upon the implementation of a successor MOU.

- B. The parties agree to reopen this Article on or after July 1, 2020, to discuss whether additional funding is available from the City for the trust fund.
- C. On January 15, 2020, each Unit member shall be paid a one-time, non-pensionable, cash payment of \$400 for the purpose of purchasing work-related equipment and/or paying for professional development training. This payment shall be made through an employee's regular paycheck and shall be subject to both state and federal supplemental taxation rates, as appropriate.

ARTICLE 42 PROFESSIONAL DUES/REGISTRATION

Employees in classifications represented by the Association who require registration or professional membership as a condition of employment will have such expenses paid by the City. Payment may either be made directly by the City to the appropriate organization

or agency or may be reimbursed to the employee. In either case payment will only be on the basis of adequate documentation as required by the employee's appointing authority.

ARTICLE 43 WORKERS' COMPENSATION

Management agrees to adhere to the City's policies with regard to the Citywide Temporary Modified Duty (Return to Work) Program.

Management shall provide Workers' Compensation benefits in accordance with LAAC Section 4.104, except that salary continuation payments during absences for temporary disabilities arising from job-related injuries or illnesses shall be in an amount equal to the employee's regular biweekly, take-home pay at the time of incurring the disability condition. For the purposes of this article, take-home pay is defined as an employee's biweekly gross salary rate less the mandatory deductions for Federal and State income tax withholding, and employee retirement contributions.

ARTICLE 44 WORKERS' COMPENSATION ALTERNATIVE DISPUTE RESOLUTION PROGRAM

The following information is for informational purposes.

The parties to this agreement have entered into a Workers' Compensation Alternative Dispute Resolution (ADR) Program Agreement approved by the State on or about October 2, 2018. In accordance with California Labor Code Section 3201.7, this Agreement was reached separate and apart from the collective bargaining process for this MOU. Said Agreement includes a Joint Labor Management Committee (JLMC), the terms of which are incorporated in the body of the ADR Agreement.

The Workers' Compensation ADR Program, approved by the State of California, provides a dispute prevention and resolution process designed to improve the processing and quality of workers' compensation medical benefits, improve claim resolution, reduce workers' compensation claim costs, return injured employees to work in a timely manner, and increase injured employees' satisfaction with the process.

ARTICLE 45 RELEASE TIME

- A. The appointing authority may grant elected officers or appointed representatives of the Union time off for employee organization representation activities. No more than one (1) employee in a Department or Bureau of the Department of Public Works may be designated for such release time. A total of no more than eleven (11) employees for all bargaining units (4, 8, 14, 15, 17, 18, 36, 63, and 64) shall be allowed release time under this Article. The Union shall submit a written request for release of an employee to the employee's Department Management, which shall include a list of all employees currently on release time for these Units. Such request shall be submitted at least 21 calendar days prior to the effective release date, specifying the starting and ending dates of release. The Union shall provide

a copy of said request to the CAO. The employee shall fill out any necessary paperwork required by Management for their release.

- B. Whenever operationally feasible, the Department shall grant the time off request. When it is not possible to immediately grant the request, the Department shall provide an explanation in writing and specify a date when the employee can be released.
- C. Release time for a given employee shall be granted for a maximum of one year in any three-year period unless additional release time is approved by the CAO and the affected department.
- D. Employees shall be paid their current base hourly wage by the City while the employees are performing these duties for the Union.
- E. Employees shall retain all of the existing benefits, including but not limited to medical, dental, deferred compensation plan, retirement benefits and seniority accrual in their civil service class.
- F. The Union shall reimburse the City for all salary and benefits costs incurred as a result of release time, including, but not limited to, vacation, sick leave, compensated time off, retirement, short-term disability, life insurance, medical, dental and workers' compensation. The benefits cost shall be based on the benefits rates established by the CAO as contained in the City Budget in effect during the period of release time, and the cost of other benefits approved by the Joint Labor Management Benefits Committee that become effective during this period.
- G. Payment of any overtime worked while on release time shall be the responsibility of the Union.
- H. The CAO shall bill the Union and Union shall make payments to the CAO of all reimbursable costs identified in Section F above.
- I. An employee on release time shall submit weekly timesheets signed by the employee and the Union to their respective Personnel Director specifying the number of hours worked and use of any sick leave, vacation time, or compensated time off.
- J. Should an employee incur a work-related injury while on release time, he/she shall remain on release time with the Union during the period of injury-on-duty (IOD) or until the release time has ended, and shall continue to be counted in determining the eleven (11) employee maximum, as provided for above. The Union will reimburse the City for all IOD and Workers' Compensation related costs.

- K. When the employee returns from release time, he/she shall return to their civil service classification and pay grade at the time of release.
- L. The employee must have passed probation in their current class to be eligible for release time.
- M. The Union shall indemnify, defend, and hold the City and its officers and employees harmless against any and all claims, suits, demands, or other forms of liability that might arise out of or result from any action taken by an employee in the service of the Union.

The CAO shall maintain a list of employees who have been approved for release time and the approved duration.

ARTICLE 46 PROFESSIONAL CERTIFICATION BONUSES

Any employee in this unit who has earned and possesses a senior-level certification from the International Public Management Association for Human Resources (IPMA-HR) or the Society for Human Resources Management (SHRM); or a professional certification from the California Public Employers Labor Relations Association (CALPELRA) shall be eligible to receive compensation in addition to the employee's regular, base biweekly rate of 5.5%.

This additional pay shall be a pensionable adds to rate bonus that shall be used in calculating promotion differentials prescribed in LAAC Section 4.91(a)(1). This additional pay shall be administered at the beginning of the first full pay period after presentation to management.

This additional pay shall continue through the expiration date of the certification, as applicable. The employee bears the full responsibility of providing proof of certification and recertification to Management in order to receive this additional pay.

Employees in this unit who fail to gain recertification from the certifying agency shall cease being eligible for the additional pay described in this article.

ARTICLE 47 PERSONAL LIABILITY

The City agrees to indemnify and provide legal assistance to employees in the Unit who are sued civilly for actions or omissions while acting in their capacity as managers, in their regular positions, as well as during work stoppages or emergencies, for the City of Los Angeles in accordance with applicable provisions of the Government Code of the State of California.

Nothing herein shall be deemed to require the provision of such defense where the act or omission was not within the scope of the employee's employment or the employee acted or failed to act because of actual fraud, corruption, criminal activity, or actual malice where

the provision of such defense would create a conflict of interest between the City and the employee.

ARTICLE 48 PROFESSIONAL/MANAGEMENT DEVELOPMENT LEAVE

The City and the Association agree that each employee shall be entitled, with prior approval of the employee's immediate supervisor, to forty (40) hours of paid administrative leave each fiscal year for the purpose of professional and/or management development. The leave must be utilized within the fiscal year and cannot be accumulated. Such leaves can be taken in increments of a full work day.

ARTICLE 49 LIFE INSURANCE

The City of Los Angeles will contract with an insurance carrier of its choice to provide to each unit employee a City-paid life insurance benefit equal to the employees base annual salary at the time of death rounded to the nearest \$1,000. The life insurance benefit will be subject to the following provisions:

- A. The life insurance benefit will be reduced to 65% of base annual salary at the time of death rounded to the nearest \$1,000 on the first of the month of the employees 65th birthday.
- B. The life insurance benefit will be reduced to 50% of base annual salary at the time of death rounded to the nearest \$1,000 on the first of the month of the employees 70th birthday.
- C. The life insurance benefit will terminate upon retirement or separation from City service but may be converted to an individual policy.
- D. If an employee is totally and permanently disabled before their 60th birthday, the insurance company will continue the benefit until the earlier of the employee's 65th birthday or the date the employee is no longer disabled.
- E. The life insurance benefit will include a living benefits rider allowing terminally ill employees to elect to have a portion of the coverage paid prior to death.
- F. Federal law requires that an additional amount of income be added to an employee's taxable earnings for the premium the City pays for coverage in excess of \$50,000. The amount varies based on age.

The provisions listed above are descriptive of standard group term life insurance plans. In all cases the specific benefits provided will be in accordance with the contracted group term life insurance policy and the California Insurance Code.

ARTICLE 50 ACTING PAY

Section I Job Classifications and Pay Grades at the Salary Range of Chief Management Analyst and Above

Whenever the General Manager/Bureau Head assigns an employee in a job classification or pay grade at the salary range of Chief Management Analyst and above to perform the full duties of a higher level pay grade in this bargaining unit, such employee shall become eligible for additional compensation upon completion of a qualifying period of four cumulative months in a 12-month period in such assignment at the employee's regular rate of compensation.

An employee qualifying for additional compensation as provided for in this section shall receive salary at the second premium level (5.5%) above the appropriate biweekly rate for the employee's class and pay grade. Additional compensation is non-pensionable.

The City Administrative Officer shall review and approve the appropriateness of the acting assignment for positions at the Chief Management Analyst salary level and above prior to the employee receiving the additional compensation as provided above.

This provision shall not apply to any classification in this Unit that has an Executive Officer designation under Article 60, Executive Officer Bonuses.

Section II Job Classifications and Pay Grades at the Salary Range below Chief Management Analyst

A. Absence at Higher Level Position

Whenever Management assigns an employee to perform the duties of a higher level position (in a pay grade for which the duties and responsibilities of the current class would provide qualifying experience for the higher level pay grade) due to the temporary absence of the higher level incumbent, such employee shall become eligible for additional compensation upon completion of a qualifying period of ten (10) consecutive working days in such assignment at the employee's regular rate of compensation. Management shall not divide or alternate the assignment of higher level duties during the qualifying period. Such additional compensation shall begin on the 11th consecutive working day in such assignment. For employees assigned to a modified work schedule, such as 9/80 or 4/10, compensation shall begin on the next day following the completion of 80 consecutive hours of assignment.

Approved leave time off taken during a qualifying period shall extend the 10-day (or 80 hour) qualifying period by the length of absence. All other absences shall constitute a disqualifying break in the qualifying period requirement, necessitating the initiation and completion of a new qualifying period.

Each subsequent acting assignment following the employee's return to their regular assignment shall not require completion of a new qualifying period.

B. Vacant Higher Level Position

Whenever Management assigns an employee on a temporary basis to perform the duties of vacant higher level position (in a class for which the duties and responsibilities of the current pay grade would provide qualifying experience for the higher level pay grade), such employee shall become eligible for additional compensation on the first day of said assignment.

C. Status Review

Acting pay is not intended as compensation for a long-term out-of-class assignment and shall not extend past one (1) year. When an employee has filled an acting assignment for a period of three (3) months, Management will review the status of the vacancy to determine when the vacancy can be filled through appropriate measures. Upon request, Management will review the acting assignment with the employee. At that time, the employee may request to be removed from the acting assignment.

D. An employee qualifying for additional compensation as provided for in this section shall receive salary at the second premium level (5.5%) above the appropriate biweekly rate for the employee's class and pay grade. Additional compensation is non-pensionable.

Section III Waivers and Exceptions

A. Nothing in this Article shall be construed as limiting Management's authority to make temporary higher level assignments of qualified personnel during emergencies or unusual operating conditions. However, such assignments shall not be extended beyond the period of emergency or unusual operating conditions.

B. Whenever an employee performs duties outside of the normal duties of their position for the purpose of training or providing experience, written confirmation of such performance will be placed in the employee's personnel file upon request by the employee. Management shall designate a knowledgeable person to supervise said training or experience.

ARTICLE 51 CONTRACTING OF UNIT WORK

The parties agree that during the term of this MOU the following terms and conditions shall apply to the contracting of unit work:

A. No bargaining unit employee shall be laid off, demoted or suffer loss of pay or benefits as a result of the contracting of unit work.

- B. If any employee subject to the provisions herein is displaced as a result of contracting, the employee shall be retained in a position within a classification represented by the Union.
- C. Notwithstanding any provision of this MOU to the contrary and excluding the provisions of paragraph 6 below, the provisions of this article shall be subject to advisory arbitration only.
- D. In lieu of the meet-and-confer process prescribed by the Employee Relations Ordinance (ERO), the parties agree to meet and discuss, in accordance with the provisions outlined below, all contracts to perform unit work except for contracts required by bona fide emergencies.
- E. The parties agree that the following expedited procedure shall replace the impasse resolution provisions of the ERO for disputes arising out of the meet-and-discuss process specified above:
 - 1. The City shall provide timely notice, through the existing "clearinghouse" procedure, of proposed contracts to perform unit work. In addition, the City shall provide the union a list of individuals responsible for coordinating contracting information in each department.
 - 2. The Union may request to meet and discuss such proposed contracts within fifteen (15) calendar days of the Charter 1022 notification. Failure by the union to request such meeting(s) within the prescribed fifteen (15) days shall constitute a waiver of the union's right to continue this process.
 - 3. Meeting(s), if requested, shall begin within five (5) working days following notice to the City by the Union of its desire to discuss the proposed contract(s).
 - 4. If the parties cannot reach agreement through the meet-and-discuss process, the Union may request expedited advisory arbitration within five (5) working days following the last meet-and-discuss session. Failure by the Union to request arbitration within the specified five days shall constitute a waiver of the Union's right to continue in this process. The parties will attempt to establish a mutually agreeable, expedited process for selecting arbitrators. Absent any such agreement, arbitrators will be selected in accordance with Rules 11.03 and 11.04 of the Employee Relations Board.
 - 5. The parties agree that for contracts with a value of less than \$1 million, the hearing and issuance of the advisory decision by the arbitrator shall be concluded within thirty (30) calendar days following request for arbitration; and within (90) calendar days for contracts of \$1 million or more.

6. The arbitrator's advisory decision and recommendation shall be transmitted to the appropriate determining body simultaneously with the proposed contract.
 7. The time limits in this process may be extended only by the mutual, written agreement of the parties.
 8. The expedited arbitration process herein shall be informal. Court reporters shall not be used; rules of evidence shall be informal; the production of witnesses and documentary evidence shall be at the discretion of each party; the arbitrator's notes, exhibits (if any), and the written advisory decision and recommendation shall constitute the record of the proceedings; post hearing briefs shall not be required or submitted.
 9. Arbitration fees shall be shared equally by the Union and the City.
- F. Disputes over the practical consequences of the contracting of unit work, other than those occurring under paragraphs 4 and 5 above, shall be resolved in accordance with the provisions of the Grievance Procedure, Article 17 of the MOU, and shall not delay the implementation of the contract if all other provisions of this article have been met.

The parties agree that the review of "practical consequence" grievances shall begin with the first formal level of review of the grievance procedure and that said grievances shall be subject to advisory arbitration, except as provided in the Arbitration step (Step 4) of the Grievance Procedure.

- G. The parties agree that, effective December 13, 2015, the Union may file a grievance regarding the Charter 1022 contract notification.
1. A grievance challenging the 1022 notification shall be filed within fifteen (15) calendar days of the Union's knowledge of the alleged deficient notification.
 2. The grievance will be submitted to an expedited informal arbitration process. The arbitration shall be conducted within thirty (30) days of filing of the Union's grievance. The arbitration fees shall be shared equally between the Union and the City.
 3. The arbitrator shall determine if the City has violated the 1022 notification procedures. The arbitrator's remedy shall be limited to ordering the City to reissue the 1022 notification. In no event will the arbitrator have the authority to void a Council-approved contract. The arbitrator's decision is binding on the parties.

ARTICLE 52 PERSONAL LEAVE

Effective February 28, 2021, each full-time unit member shall, in addition to all other compensatory time, receive forty (40) hours per calendar year as personal leave. Personal leave is defined as any event requiring a member's immediate attention. Personal leave shall only be taken in the calendar year in which it is credited and, if not taken, such time shall be deemed waived and lost. Personal leave may be taken in one (1) hour increments. No employee shall be entitled to personal leave until the employee has completed six (6) months of satisfactory City service. Under no circumstances shall such time be compensated in cash upon separating from City service, retirement, transfer to another bargaining unit, or any other reason.

Effective February 28, 2021, for calendar year 2021 only, each part-time unit member shall, in addition to all other compensatory time, receive personal leave as follows.

Civil Service half-time - 20 hours

Exempt half-time - 10 hours

Intermittent - 5 hours

Effective calendar year 2022, each part-time unit member shall, in addition to all other compensatory time, accrue personal leave based on hours worked in the prior calendar year not to exceed 40 hours in a calendar year. All other terms and conditions as provided for full-time employees are applicable.

Except for the Articles, Appendices, Letter of Agreement added or amended herein, all other Articles, provisions, Appendices, Letters of Intent, and Letters of Agreement of the 2018-2021 MOU No. 63 shall remain in full force and effect during the new term of July 1, 2018 through December 31, 2022, of this MOU.

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.

LOS ANGELES PROFESSIONAL
MANAGERS' ASSOCIATION/
SEIU Local 721
Management Employees Unit

CITY OF LOS ANGELES
Representatives

Charley Mims 1/30/2021
Charley Mims
Executive Director, LAPMA

Richard H. Llewellyn, Jr.
Richard H. Llewellyn, Jr.
City Administrative Officer

Date

1/31/21

Date

Harold Fujita

Approved as to form and legality:

Date

Viviane Sanchez

City Attorney's Office

Rafael Porter

February 1, 2021

Date

Date

Approved as to form:

Jody L. Klipple, Dir. Of Collective Bargaining

MOU 63
Appendix A
Operative on July 1, 2018

CLASS CODE	TITLE	RANGE	ANNUAL COMPENSATION				
			STARTING		MAXIMUM		
			STEP	SALARY	STEP	SALARY	
1714-1	Personnel Director I	5254	2	\$112,710	--	12	\$164,805
1714-2	Personnel Director II	5544	2	\$118,932	--	12	\$173,888
1714-3	Personnel Director III	5982	2	\$128,349	--	12	\$187,669

MOU 63

Appendix B

Operative on October 28, 2018

CLASS CODE	TITLE	RANGE	ANNUAL COMPENSATION				
			STARTING		MAXIMUM		
			STEP	SALARY	STEP	SALARY	
1714-1	Personnel Director I	5408	2	\$116,030	--	12	\$169,650
1714-2	Personnel Director II	5706	2	\$122,419	--	12	\$178,962
1714-3	Personnel Director III	6158	2	\$132,107	--	12	\$193,140

MOU 63
Appendix C
Operative on July 7, 2019

CLASS CODE	TITLE	RANGE	ANNUAL COMPENSATION				
			STARTING		MAXIMUM		
			STEP	SALARY	STEP	SALARY	
1714-1	Personnel Director I	5408	2	\$116,030	--	12	\$169,650
1714-2	Personnel Director II	5706	2	\$122,419	--	12	\$178,962
1714-3	Personnel Director III	6158	2	\$132,107	--	12	\$193,140

MOU 63

Appendix D

Operative on January 19, 2020

CLASS CODE	TITLE	RANGE	ANNUAL COMPENSATION				
			STARTING		MAXIMUM		
			STEP	SALARY	STEP	SALARY	
1714-1	Personnel Director I	5558	2	\$119,245	--	12	\$174,306
1714-2	Personnel Director II	5862	2	\$125,760	--	12	\$183,890
1714-3	Personnel Director III	6328	2	\$135,761	--	12	\$198,485

MOU 63
Appendix E
Operative on June 19, 2022

CLASS CODE	TITLE	RANGE	ANNUAL COMPENSATION				
			STARTING		MAXIMUM		
			STEP	SALARY		STEP	SALARY
1714-1	Personnel Director I	5668	2	\$121,605	--	12	\$177,814
1714-2	Personnel Director II	5981	2	\$128,307	--	12	\$187,565
1714-3	Personnel Director III	6455	2	\$138,497	--	12	\$202,473

LETTER OF AGREEMENT
BETWEEN THE COALITION OF LOS ANGELES CITY UNIONS
AND THE CITY OF LOS ANGELES

UNION ACCESS TO NEW EMPLOYEE ORIENTATIONS

A. PARTIES

This Agreement is made and entered into by and between the Coalition of Los Angeles City Unions (Unions) and the City of Los Angeles (City) for the following Memoranda of Understanding (MOU) for bargaining units 2, 3, 4, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 34, 36, 37, 63, and 64.

B. PURPOSE

The purpose of this Agreement is to establish a procedure for access to City new employee orientations by the exclusive representative of newly hired employees. This Agreement supersedes any MOU language or prior practice with regard to new employee orientations. Nothing in this Agreement is intended to delay, impede, or otherwise interfere with any City hiring process.

C. TERM

This Agreement has been executed by the parties on the day, month, and year written above and shall continue until such time as the parties cancel or negotiate otherwise.

D. AMENDMENTS, MODIFICATIONS, OR OTHER CHANGES

The parties recognize the need to update this Agreement as the City automates and centralizes its new employee orientation process and as changes in employer culture occur. In the event either the Unions or the City desire(s) to amend, modify, or make any other changes to this Agreement, that party shall submit to the other, written notice of its desire to meet and confer. Meet and confer sessions shall begin no later than thirty (30) calendar days following receipt of the written notice or another date mutually agreed upon by the parties. If the parties are unable to reach agreement within thirty (30) calendar days, the matter shall be subject to the provisions of California Government Code Section 3557.

E. ENFORCEABILITY

The parties mutually agree that the intent of this Agreement is to ensure compliance with the provisions of State law requiring an employer to provide the exclusive representative ten (10) calendar days' of notice and mandatory access

to the employer's new employee orientations. To that end, the parties agree to the following resolution for insufficient notice and a failure to provide union access.

If the City fails to provide sufficient notice to the Union(s), except where allowed under this Agreement, and/or fails to provide Union access to the City's new employee orientations, and/or fails to provide release time in accordance with the provisions of this Agreement:

1. The Union and employing department shall discuss and arrange a new date and time for Union access. The discussion between the Union and employing department shall occur no later than one (1) day following the initially scheduled new employee orientation.
2. The Union and employing department shall mutually agree to a make-up date for Union access. Union access to new employees shall be provided not more than five (5) business days from the initial new employee orientation date or some other date mutually agreed upon by the Union and employing department.
3. After mutual agreement on a make-up date, the employing department shall confirm in writing to the Union the new union access date, time, and location.
4. The employing department shall require the subject new hires to attend the Union's presentation on the make-up date.
5. If a dispute remains after implementation of this provision or for any other matters relating to this Agreement, the parties agree that they may advance a grievance directly to the step just prior to arbitration, and continue processing in accordance with the applicable MOU grievance and arbitration provisions.

F. DEFINITIONS

For purposes of this Agreement, the following terms shall have the following meanings:

Union or Exclusive Representative – A qualified employee organization or joint council of qualified organizations which has been certified by the Employee Relations Board as the majority representative of employees in an appropriate employee representation unit in accordance with the provisions of Los Angeles Employee Relations Ordinance Section 4.822.

New Hire – Any new employee who is new to each Union regardless of job status (e.g., full-time, part-time, temporary, etc.).

New Employee Orientation – The onboarding process of a newly hired City employee, whether in person, online, or through other means or mediums, in which employees are advised of their employment status, rights, benefits, duties and responsibilities, or any other employment-related matters.

G. UNION ACCESS TO NEW EMPLOYEE ORIENTATIONS

1. The City shall provide the Union access to new employee orientations:
 - a. within thirty (30) calendar days of placing a new hire on the City payroll; or,
 - b. within forty-five (45) business days of the physical start date of a new hire; or,
 - c. on some other date and time mutually agreed upon by the Union and employing department.
2. Attendance at a new employee orientation by all new hires shall be mandatory.

H. NOTICE OF NEW EMPLOYEE ORIENTATION

1. The City shall provide written notice of new employee orientations to the impacted Union(s) no less than ten (10) calendar days prior to the event, regardless of the number of employees. [A single new hire is sufficient to require notice to the Union(s).]
2. Shorter notice than ten (10) calendar days may be provided to the Union(s) by the City in instances where there is an urgent hiring need critical to City operations that was not reasonably foreseeable, and where an employing department is awaiting the results of pre-employment information upon which hiring is contingent. This provision shall not be construed to regularly permit notice of less than ten (10) calendar days.
3. The written notice shall contain the anticipated number of new hires, their job class code and title, work location, and bargaining unit number and the designated time for the Unions' presentation.

I. UNION PRESENTATION DURING NEW EMPLOYEE ORIENTATION

1. Representatives of the Union shall be permitted to make a presentation of not more than thirty (30) minutes, and to present written materials during this period.

2. If more than one Union is presenting during a new employee orientation, not more than a total of thirty (30) minutes will be permitted for the Unions to use collectively.
3. Management will continue its practices of the dissemination of Union information to each new employee in accordance with applicable MOU provision(s), and any additional Union materials may be provided by the Union during the presentation.
4. Management shall determine the appropriate segment of the orientation for the Union presentation.
5. Both Union and Management representatives shall not interfere with the presentation of the other and shall at all times conduct themselves in a professional manner avoiding and refraining from any conduct that would tend to disparage the other during any new employee orientations.

J. RELEASE TIME FOR UNION STEWARDS TO ATTEND NEW EMPLOYEE ORIENTATIONS

1. At the request of the Union, paid City time off (release time) shall be granted for a union steward of record to participate in the Union presentation segment of a new employee orientation. The release time shall be granted for a maximum of thirty (30) minutes, not including reasonable travel time, during those hours that coincide with the union steward's regular work shift. The same union steward of record shall participate in no more than two (2) new employee orientations per month unless the employing department holds more than two orientations per month or permits otherwise.
2. Only one (1) union steward of record per individual Union shall be released to participate in a new employee orientation. The union steward shall be an employee of the employing department for which the new employee orientation is provided unless the parties agree otherwise.
3. Permission to leave work shall be granted by the employing department unless the absence would cause an undue interruption of work. If permission cannot be granted, the employing department shall provide the Union an alternative presentation date and time that is not more than five (5) business days beyond the initial new employee orientation date. This date will be specifically reserved for Union presentation up to the time limits prescribed in this Agreement. All new hires present for the initial new employee orientation shall be notified of the special date and time of the Union presentation and shall be required to attend on City time.

4. Union stewards shall not receive overtime for participating in or performing activities associated with the union presentation segment of any new employee orientation.
5. The Union shall provide the CAO with a written list of a reasonable number of employees who have been designated Union Stewards and revised lists within thirty (30) calendar days of any changes in these designations. The union stewards must be members of the Union.

LETTER OF AGREEMENT
BETWEEN THE COALITION OF LOS ANGELES CITY UNIONS
AND THE CITY OF LOS ANGELES

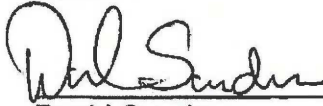
UNION ACCESS TO NEW EMPLOYEE ORIENTATIONS

FOR THE COALITION:

 FOR

Victor M. Gordo
LIUNA Local 777


6/21/2019
Date



David Sanders
SEIU Local 721



Chris Hannan, Council Representative
LA/OCBCTC



Gavin Koon, Business Representative
I.U.O.E. Local 501




Steve Koffroth
AFSCME District Council 36



Carlos Rubio
Teamsters Local 911

FOR THE CITY:



Richard H. Llewellyn, Jr.
City Administrative Officer

7/2/19
Date

Approved as to Form and Legality:


Office of the City Attorney

7/26/19
Date

LETTER OF AGREEMENT
BETWEEN
THE COALITION OF LOS ANGELES CITY UNIONS
AND THE CITY OF LOS ANGELES

RELEASE TIME PILOT PROGRAM

The City of Los Angeles has determined there are specific Union activities that confer a public benefit for which bargaining unit members (Released Employees) of the Coalition of Los Angeles City Unions (Coalition) should be released from their official duties (City work) in order to perform the specific Union activities. The Coalition agrees to ensure performance, supervise, and manage the activities of the Released Employees. Full-Time and Part-Time employees shall be eligible to be designated as a Released Employee.

The parties agree that during the term of the 2018-2021 MOU, a reasonable number of bargaining unit members shall be designated by individual Coalition Unions for the purpose of directly communicating, sharing, and collecting information from all bargaining unit members. Furthermore, as a means of controlling administrative and litigation costs associated with employee matters in a large and complex City, and with the goal of resolving matters at the earliest possible stage, Released Employees will assist bargaining unit employees, the Union, and Management during the following processes and procedures:

1. Union approved work-site meetings of the bargaining unit membership.
2. Membership meetings in order to assist with communicating issue(s) relevant to the work-force.

Reporting and Accountability of Released Employee Time

In order to ensure the City maintains control over public resources, a designee of each Coalition Union will notify Management in advance in writing of the need to release an employee and confirm the employee has been released. The Union shall provide advance notice no less than 48 hours prior to the commencement of union release time.

Each Coalition Union shall designate employees and notify Management in advance in writing when a Released Employee is designated by the Union. The designated employees shall be released for only the time necessary to bring about the efficient outcome(s) contemplated in this Agreement and/or identified going forward. Permission to leave official duties (City work assignment) will be granted unless the absence would cause an undue interruption of work. If such permission cannot be granted promptly, the Union will be informed when time can be made available. Release of an employee shall not be unreasonably withheld.

The payroll code "UB" shall be entered for all release time used under this Program. No employee shall be paid overtime or accrue Compensated Time Off (CTO) while released under this Program.

Bank of Hours

Each Union shall be afforded a bank of hours equaling two (2) hours for each full-time bargaining unit member and one (1) hour for each part-time bargaining unit member.

The total number of calculated release time hours for each Union in accordance with this Agreement is as follows:

Union	Total Hours/ Calendar Year
AFSCME	15,566
SEIU	20,351
LIUNA	1,656
Building Trades	2,216
IUOE	582
Teamsters	360

The bank of hours shall reset July 1st of each year and not carryover or be shared between Unions. Unused hours shall be deemed waived and lost. This provision shall remain in full-force and effect during the term of this MOU.

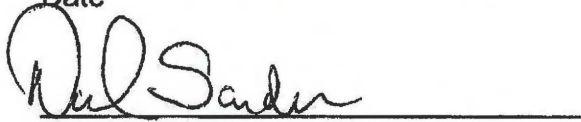
LETTER OF AGREEMENT
BETWEEN
THE COALITION OF LOS ANGELES CITY UNIONS
AND THE CITY OF LOS ANGELES


RELEASE TIME PILOT PROGRAM

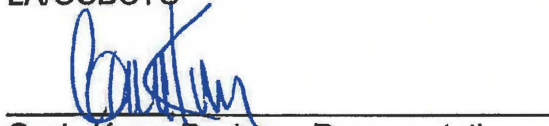
FOR THE COALITION:


Victor M. Gordo
LIUNA Local 777


6/21/2019
Date


David Sanders
SEIU Local 721

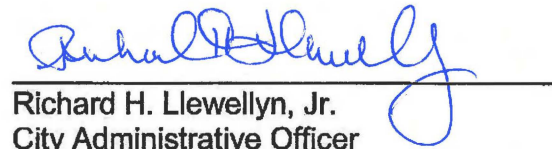

Chris Hannan, Council Representative
LA/OCBCTC


Gavin Koon, Business Representative
I.U.O.E. Local 501


Steve Koffroth
AFSCME District Council 36


Carlos Rubio
Teamsters Local 911

FOR THE CITY:


Richard H. Llewellyn, Jr.
City Administrative Officer

7/26/19
Date

Approved as to Form and Legality:


Office of the City Attorney

7/26/19
Date

MOU 63
Appendix F
Operative on June 19, 2022

CLASS CODE	TITLE	RANGE	ANNUAL COMPENSATION				
			STARTING		MAXIMUM		
			STEP	SALARY	STEP	SALARY	
1714-1	Personnel Director I	5784	2	\$124,089	--	12	\$181,363
1714-2	Personnel Director II	6100	2	\$130,875	--	12	\$191,323
1714-3	Personnel Director III	6584	2	\$141,253	--	12	\$206,524

LETTER OF AGREEMENT

2018-2022 MEMORANDUM OF UNDERSTANDING NO. 63

CONTRACT EXTENSION AMENDMENT

This Agreement is made and entered into by and between the City of Los Angeles (“City”) and the Los Angeles Professional Managers’ Association (LAPMA), for Memorandum of Understanding (MOU) No. 63 of the Personnel Directors Unit (Unit). The parties agree to the following Agreement provisions:

1. AMENDED MOU TERM – The term of this Agreement is July 1, 2018, through December 31, 2022. Refer to Article 4 of this MOU for amended provision.
2. FURLOUGHS – No furloughs will be implemented during Fiscal Year 2020/2021. Further, the parties agree to meet and confer on furloughs before implementation of furloughs in any other years during the term of this MOU.
3. LAYOFFS – No layoffs will be implemented during Fiscal Year 2020/2021.
4. PERSONAL LEAVE – Additional compensatory leave time of 40 hours per calendar year provided as personal leave for eligible unit members. Refer to Article 52 of this MOU for new provision.
5. SALARY DEFERRALS – The amended Salary Adjustment effective dates are as follows:
 - A. The 2% salary adjustment scheduled for January 31, 2021, shall be deferred to June 19, 2022, as reflected in Appendix E.
 - B. The 2% salary adjustment scheduled for June 20, 2021, shall be deferred to June 19, 2022, as reflected in Appendix F.
 - C. Refer to Article 29 of this MOU for amended provision.
6. TECHNICAL CORRECTIONS – The parties agree that all resolved technical corrections and clean up language has been incorporated in this MOU.
7. UNPAID DAYS – Notwithstanding two (2) previously agreed upon unpaid days (November 3, 2020 and April 2, 2021), two (2) additional unpaid days in Fiscal Year 2020/2021 shall be taken as follows:
 - A. On Friday, February 12, 2021, all employees will take an unpaid day. In operations where minimum staffing levels must be maintained, employees will be paid for hours worked in accordance with FLSA regulations.

- B. On Friday May 28, 2021, all employees will take an unpaid day. In operations where minimum staffing levels must be maintained, employees will be paid for hours worked in accordance with FLSA regulations.
- 8. WAGE REOPENER – The parties agree to reopen negotiations to meet and confer on wages only no earlier than January 1, 2022.
- 9. AMENDMENT - The parties agree to the revised Article 16 – Association Payroll Deductions and Dues.

LETTER OF AGREEMENT

2018-2022 MEMORANDUM OF UNDERSTANDING NO. 63

CONTRACT EXTENSION AMENDMENT

The parties to this Letter of Agreement (LOA) agree that if any part or provision in this LOA is in conflict or inconsistent with any of the information provided to employees in 2018-2021 MOU No. 63, said part or provision in this LOA shall govern.

For LAPMA:



Charley Mims, Executive Director
LAPMA

Date January 30, 2021

For the City:



Richard H. Llewellyn, Jr.
City Administrative Officer

Date 1/31/21

Approved as to Form and Legality:



For the City Attorney

Date February 1, 2021