

**MEMORANDUM OF UNDERSTANDING  
FOR JOINT SUBMISSION TO THE CITY COUNCIL  
REGARDING THE EDUCATIONAL PRESENTERS UNIT  
(MOU #66)**

**THIS MEMORANDUM OF UNDERSTANDING  
made and entered into this 5<sup>th</sup> day of November, 2024.**

**BY AND BETWEEN**

**THE CITY OF LOS ANGELES**

**AND THE**

**ACTORS' EQUITY ASSOCIATION**

**June 30, 2024 through December 23, 2028**

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**ARTICLE 1.0           GENERAL PROVISIONS**

**ARTICLE 1.1           RECOGNITION**

Pursuant to the provisions of the Employee Relations Ordinance of the City of Los Angeles and applicable State law, the Actors' Equity Association was certified on April 24, 2023, by the Employee Relations Board (ERB) as the majority representative of City employees in the Educational Presenters Unit (Unit). Accordingly, Management hereby recognizes Actors' Equity Association (Union or Equity), as the exclusive representative of the employees in this Unit.

The term "employee" or "employees" as used in this MOU, shall refer only to employees in the classifications listed in the salary Appendices in this MOU, as well as such classes as may be added hereafter to the Unit by the ERB.

**ARTICLE 1.2           IMPLEMENTATION OF MOU**

This MOU constitutes a joint recommendation of Management and Educational Presenters Unit. It shall not be binding in whole or in part on the parties listed below unless and until:

- A.     The Union has notified the City Administrative Officer in writing that it has approved this Memorandum of Understanding in its entirety, and
- B.     The City Council has approved this MOU in its entirety.

Where resolutions, ordinances or amendments to applicable codes are required, those articles of this MOU which require such resolutions, ordinances or amendments will become operative on the effective date of the resolution, ordinance or amendment unless otherwise specified.

**ARTICLE 1.3           PARTIES TO MOU**

This Memorandum of Understanding (MOU) is entered into between the City Administrative Officer, as authorized management representative of the City Council, and the authorized management representatives of the Departments of Recreation and Parks (hereinafter referred to as "Management"), and authorized representatives of the Actors' Equity Association (hereinafter referred to as "Union") as the exclusive recognized employee organization for the Educational Presenters Unit.

**ARTICLE 1.4 FULL UNDERSTANDING**

Management and Union acknowledge that during the meet and confer process each had the unlimited right and opportunity to make demands and proposals on any subject within the scope of representation and that this MOU constitutes the full and entire understanding of the parties regarding all such demands and proposals.

The parties mutually agree that this MOU may not be opened at any time during its term for any reason, except by mutual consent of the parties hereto.

It is mutually understood that any changes mutually agreed to shall not be binding upon the parties unless and until they have been implemented in accordance with Article 1.2 (Implementation of MOU).

The waiver or breach of any term or condition of this MOU by any party hereto shall not constitute a precedent in the future enforcement of any of its term and provisions.

**ARTICLE 1.5 TERM**

The term of this MOU shall commence on the date when the terms and conditions for its effectiveness, as set forth in Article 1.2 (Implementation of MOU) of this 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, but in no event shall said MOU become effective prior to 12:01 a.m. on June 30, 2024. This MOU shall expire and otherwise be fully terminated at 11:59 p.m. on December 23, 2028.

Notwithstanding the above, the provisions of this MOU shall remain in effect until a successor MOU is implemented or impasse proceedings are completed as long as the parties have met their obligations under the provisions of Article 1.6 (Calendar for Successor MOU) to their mutual satisfaction and are continuing to meet and confer in good faith.

**ARTICLE 1.6 CALENDAR FOR SUCCESSOR MOU**

In the event the Union or Management desires a successor MOU, the party shall serve upon the other on or after June 23, 2028, its written request to negotiate for the successor MOU. Meet and confer sessions shall begin no later than 90 calendar days following the written request unless the parties mutually agree to a different timeframe.

**ARTICLE 1.7 OBLIGATION TO SUPPORT**

The parties agree that prior to the implementation of this MOU and during the period of time it is being considered by the Mayor, City Council, Council Committees and the heads of those departments represented in this MOU for action, neither Union nor Management, nor their authorized representatives, will appear before the Mayor, City Council, Council Committees or said department heads, nor meet with the Mayor, members of the City

Council or said department heads individually to advocate any addition or deletion to the terms and conditions of this MOU. However, this Article shall not preclude the parties from appearing before the Mayor, City Council, Council Committees or department heads nor meeting with individual members of the City Council or department heads to advocate or urge the adoption and approval of this MOU.

#### **ARTICLE 1.8 PROVISIONS OF LAW AND SEPARABILITY**

It is understood and agreed 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, or the Employee Relations Board. If any 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 part or provisions shall be suspended and superseded by such applicable law or regulations and the remainder of this MOU shall not be affected thereby; the parties agree to negotiate promptly a replacement for such part or provision.

The parties understand that the employees covered by this MOU are also covered by the Fair Labor Standards Act of 1938, as amended, 29 U.S.C. Section 201 *et. seq.* (FLSA). To the extent that any provision in this MOU conflicts with the FLSA, employees covered by the FLSA shall receive benefits required thereunder and any additional benefits set forth in this MOU if compatible with the FLSA.

#### **ARTICLE 1.9 NON-DISCRIMINATION**

The parties mutually reaffirm their respective policies of non-discrimination in the treatment of any employee on the basis of age (40 and above), ancestry, color, disability (physical and mental, including HIV and AIDS), gender identity and/or expression, genetic information, LGBTQ identity, marital status, medical condition (genetic characteristics, cancer or a record or history of cancer), military or veteran status, national or ethnic origin, race, religion or creed (includes religious dress and grooming practices), sex or gender (includes pregnancy, childbirth, breastfeeding, and/or related medical conditions), reproductive health decision making, sexual orientation, political activities or political affiliation, or any other characteristic protected under applicable federal, state or local laws.

In accordance with the City's non-discrimination policy, no employee shall be interfered with, intimidated, restrained, coerced, or discriminated against because of union activity and/or the exercise of the employee's rights granted pursuant to Section 4.857 of the Employee Relations Ordinance.

#### **ARTICLE 1.10 MANAGEMENT RIGHTS**

As the responsibility for the management of the City and direction of its work force is vested exclusively in its City officials and department heads whose powers and duties are

specified by law, it is mutually understood that except as specifically set forth in this MOU no provision in this MOU shall be deemed to limit or curtail the City officials and department heads in any way in the exercise of the rights, powers and authority which they had prior to the effective date of this MOU. The Union recognizes that these rights, powers, and authority include but are not limited to organization and operations, take disciplinary action for proper cause, relieve City employees from duty because of lack of work, lack of funds or other legitimate reasons, determine the methods means and personnel by which the City's operations are to be conducted, take all necessary actions to maintain uninterrupted service to the community and carry out its mission in emergencies provided, however, that the exercise of these rights does not preclude employees or their representatives from consulting or raising grievances about the practical consequences that decisions on these matters may have on wages, hours, and other terms and conditions of employment.

Management and the Union retain all rights and responsibilities as set forth in the Employee Relations Ordinance.

## **ARTICLE 2.0        UNION SECURITY**

### **ARTICLE 2.1        UNIT MEMBERSHIP LIST**

Effective the first full pay period after the City Council adopts the 2024-2028 MOU, the following shall be implemented.

A.     The City shall provide the Union with a list of Unit employees in alphabetical order with the following 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.     Employing Department Title
8.     Work Location (by building description or physical address)
9.     Department Code
10.    Pay Rate (annual and biweekly)
11.    Number of hours worked (for part-time employees)
12.    Work Phone Number on file
13.    Home Phone Number on file
14.    Personal cellular phone number on file
15.    Personal email address on file
16.    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 pay period.
- D. For employees separating from City service, a separate report adding the reason for their termination (with the exception of those employees with State law confidentiality exemptions) or separation from the Union bargaining unit and the date thereof.
- E. 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.
- F. By January 1, 2024, the City shall provide this information with current electronic payroll reporting.

## **ARTICLE 2.2          WORK ACCESS**

Union Staff Representatives, Local Union Officers, Executive Board Members, and Local Union Stewards, who are members of this Unit, shall have access to the facilities of the departments, offices, or bureaus represented in this MOU during working hours for the purpose of assisting employees covered under this MOU in the presenting of grievances when Union assistance is requested by the grievant(s) or when investigating matters arising out of the application of the provisions of this MOU. The Union representative shall request authorization for such visit by contacting the designated Management representative of the head of the department, office, or bureau. In the event immediate access cannot be authorized, the designated Management representative shall inform the Union representative as to the earliest time when access can be granted.

Union shall give annually to all heads of departments represented in this MOU and the City Administrative Officer a written list of its Union Staff Representatives, Local Union Officers, Executive Board Members and Local Union Grievance Representatives which list shall be kept current by Union.

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 as secure or confidential.



## **ARTICLE 2.3 USE OF CITY FACILITIES**

Union may use City facilities, on prior approval of the department's personnel officer, 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, Union will provide or assume the cost of such service(s) for the facility.

## **ARTICLE 2.4 BULLETIN BOARDS**

### Section I

Management will provide bulletin boards or space at locations reasonably accessible to Union members that may be used by Union for the following purposes:

- A. Notices of Union meetings.
- B. Notices of Union elections and their results.
- C. Notices of Union recreational and social events.
- D. Notices of official Union business.
- E. Any other communication that has received the prior approval of the head of the department or their designated representative.

### Section II

It is agreed that all notices or other communications to be posted shall be identified with the Union's official letterhead or logo.

### Section III

It is further agreed that the Union Representative shall place a removal date on all material to be posted.

## **ARTICLE 2.5 ACTIONS BY EMPLOYEE RELATIONS BOARD**

- A. If any action by the Employee Relations Board prior to the expiration of this MOU results in any significant changes to the composition of this representational Unit, the parties to this MOU will meet as soon as possible thereafter to consider any revisions or amendments thereto that may be required.
- B. Effective upon the vote by the ERB to accrete a class or bargaining unit into the Actors' Equity Association, the salary range(s) of the newly accreted class/unit shall be adjusted to the salary range consistent with the step structure or compensation method provided for in this MOU and all other applicable benefits and provisions of the MOU shall be provided to members of the newly accreted class/unit as contained in the relevant MOU for all other represented members.

## ARTICLE 2.6 PAYROLL DEDUCTIONS AND DUES

### A. DUES

1. Payroll deductions as may be properly requested and lawfully permitted will be deducted from each employee's pay check by the Controller biweekly, in twenty-four (24) increments annually from the salary of each employee in the unit where the Union has provided in writing to the Controller a list or individual notice of those individuals from whom union-related deduction(s) should be lawfully taken. This list of notice shall constitute Union certification that the Union has and will maintain an authorization signed by the individual employee or employees from whose salary or wages the deductions are to be taken. Any amendment may be made by the Union in a complete list or individually.

If a Unit member elects to become a member of the Union, said payroll deductions shall be assessed regardless of the number of compensated hours in any biweekly pay period.

Such amounts shall be determined by the Union and implemented by Management in the first payroll period which starts thirty (30) calendar days after written notice of the new amount from the Union is received by the Controller.

Employees who are members of the Union who previously elected to make union membership deductions prior to (1) starting an unpaid leave of absence, or (2) otherwise going on inactive status due to lack of scheduled hours, shall be reinstated as Union members with the automatic voluntary dues deduction immediately upon their return to work.

2. Notwithstanding any provisions of Los Angeles Administrative Code (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 Union 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. Any employees in this Unit who have authorized Union dues deductions with the Union on the effective date of this MOU or at any time subsequent to the effective date of this MOU shall continue to have such dues deductions made by the City during the term of this MOU as authorized by California Government Code Sections 1157.12 and 1159 (a) and (b).

The City shall direct employee requests to cancel or change payroll dues deductions to the Union. Deductions may be revoked or cancelled only pursuant to the terms of an employee's signed written authorization to deduct dues. The Union shall not be required by the City to provide a copy of any individual employee authorization for a dues deduction unless a dispute arises about the existence or terms of the individual employee's authorization. The City shall rely on the information provided by the Union, pursuant to Government Code Section 1157.12, in deducting dues, and the Union shall indemnify the City for any claims made by individual employees for deductions made in reliance on certification received from the Union that the Union has and will maintain a signed authorization from each individual employee. Employees with any questions relating to union membership dues shall direct those questions to the Union.

**B. MANAGEMENT RESPONSIBILITIES**

1. Remittance of the aggregate amount of all dues and other proper deductions made from the salaries of employees hereunder shall be made to the Union by the Controller within thirty (30) working days after the conclusion of the month in which said dues, and/or deductions were deducted.

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 Union with the Unit Membership List Article of this MOU.
4. The Controller shall notify the Union 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. UNION RESPONSIBILITIES**

Except for claims resulting from errors caused by defective City equipment, the Union agrees to indemnify and hold harmless the City for any loss or damage arising from the 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.”

This code section is subject to the Provisions of Law and Separability article of this MOU.

**ARTICLE 2.7           EMPLOYEE RELATIONS/LABOR-MANAGEMENT MEETINGS**

Meetings at reasonable intervals may be scheduled at the request of a full-time Union Staff Representative or the management representative of a department, office or bureau for the purpose of informally discussing potential employer-employee relations problems.

**ARTICLE 3.0           ON-THE-JOB**

**ARTICLE 3.1           SAFETY**

Section I

Safety clothing and devices currently provided by Management shall continue to be provided, as long as the need exists; Union will encourage all members of the Unit to utilize said safety clothing and devices to the fullest extent possible.

Section II

Management will make every reasonable effort to provide safe working conditions. Union will encourage all members in the Unit to perform their work in a safe manner. Each employee should be alert to unsafe practices, equipment and conditions, and should record any hazardous condition immediately. In the Department of Recreation and Parks, the reports shall be made to the Supervisor or Manager-in-Charge. The supervisor/Manager must:

- A. Correct or eliminate the hazardous condition if correction or elimination thereof is within the authority and capability of the supervisor; or

- 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.

If elimination of the hazardous condition is not within the capability of the second level of supervision to correct, the employee may promptly report the problem to the next designated level of supervision or inform the Departmental Safety Coordinator (or Safety Engineer in the Department of Recreation and Parks) about the problem.

### **ARTICLE 3.2 NOTICE OF CHANGES IN WORK RULES**

Whenever written departmental working rules are established or changes are made to existing written departmental working rules which affect conditions of employment, Management shall, prior to the proposed implementation date, notify Union electronically and offer the opportunity for Union to meet and discuss the changes with Management. The employer will circulate electronic copies to all employees.

Nothing contained in this Article shall be construed as a limitation of the right of Management 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, as the case may be, must be adopted immediately, without prior notice to Union, notice shall be given and the opportunity for discussion shall be given at the earliest practical time following the adoption of such new work rules or changes in existing written department work rules, as the case may be.

Union agrees to notify Management promptly of its intent to exercise its rights granted under this Article.

Nothing in this Article limits the rights and responsibilities of the parties as set forth in the Los Angeles City Employee Relations Ordinance.

### **ARTICLE 3.3 PERSONNEL FOLDERS**

An employee shall be entitled to review the contents of the employee's official departmental personnel folder at reasonable intervals, upon request, during hours when the employee's personnel office is normally open for business. Such review shall not interfere with the normal business of the department.

No disciplinary document shall be placed in an employee's official departmental personnel folder without providing said employee with a copy thereof.

## **ARTICLE 3.4 REST AND MEAL PERIODS**

Rest periods should be taken when coverage can be provided or when the interruption of work will not interfere with the operations of the department. Rest periods shall not exceed 15 minutes for each four (4) hours of work. Rest periods shall not be taken during the first hour or the last hour of the employee's scheduled work period and shall not be used to cover an employee's late arrival to work or early departure therefrom, nor be regarded as cumulative if not taken.

Meal periods are counted as hours worked unless the employee is completely relieved of all duties during the meal period and is free to leave the duty post.

Supervisors will make a reasonable effort to provide a meal period either paid or unpaid to employees scheduled to work five (5) or more consecutive hours in one (1) work day. An unpaid meal period will normally be at least 30 minutes long.

## **ARTICLE 3.5 TIME OFF FOR ORAL AND WRITTEN EXAMINATIONS**

Employees shall be granted reasonable time off with pay for the purpose of taking oral examinations when such examinations are given by the City and scheduled during the employee's normal working period; provided, however, that 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.

Management agrees that any employee covered by this MOU, who may be assigned to work on a day that a written 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 4.0 PART-TIME EMPLOYMENT**

### **ARTICLE 4.1 PART-TIME EMPLOYMENT**

Notwithstanding the provisions of Section 4.110 (Part-Time Employment) of the LAAC, the following provisions shall apply to part-time employees covered by this MOU.

A. Except as otherwise provided in Section 4.117 (Reduced Work Schedule) of the LAAC and in any Departmental Personnel Ordinance to the contrary, a work schedule of less than the number of hours of full-time employment shall be considered part-time employment. The following categories of part-time employment are hereby defined:

1. Part-time Half-time: Half-time employees are employees regularly assigned to a work schedule of half-time (1,040 hours) in any service year. Compensation and benefits shall be provided at the half-time rate.

2. Part-time Intermittent: Intermittent employees are employees assigned to an occasional or sporadic work schedule of less than half-time (less than 1,040 hours) in a service year. Compensation as established in the Appendices of this MOU shall be considered full remuneration for intermittent employees defined by this Article. Employees who hold more than one (1) intermittent position concurrently in the same or different City department, regardless of the total number of hours scheduled, shall be considered intermittent employees.
- B. All part-time Unit employees shall be hired on a civil service exempt basis in accordance with City Charter Section 1001(d)(3). Employees shall be notified at the time of hire whether an appointment is half-time or intermittent. Half-time employees shall be advised of their eligibility for half-time prorated benefits, and intermittent employees shall be notified that they shall not be entitled to benefits, except as described in Articles within the Benefits Sections of this MOU.
- C. Notwithstanding paragraph 2 above, an employee hired on an intermittent basis, who, following 1,000 or more compensated hours in one (1) service year, shall be considered a half-time employee and become entitled to qualify for prorated benefits provided to half-time employees. Employees shall immediately begin accruing vacation time, become eligible to use vacation, sick leave and holiday benefits, and continue to accrue sick leave benefits at the prorated half-time rate. Their anniversary date shall be based upon the date they are designated as half-time employees. No such benefits shall be provided retroactively. This Section shall not preclude an appointing authority from changing an intermittent employee's status to half-time anytime following appointment to a half-time position.
- D. Employees, who change from intermittent to half-time status who have completed six (6) consecutive months of City service and were compensated for at least 500 hours, shall immediately begin accruing vacation and sick leave, and become eligible to use sick leave and holiday benefits at the half-time rate. Such employees shall not be eligible to use vacation benefits until one (1) year from their anniversary date. Their anniversary date shall be based upon the date they were designated as half-time employees. No such benefits shall be provided retroactively. This paragraph shall not preclude an appointing authority from changing an intermittent employee's status to half-time anytime following appointment to an intermittent position.
- E. It is understood that Management has the right to determine the work schedules and hours of all intermittent and half-time employees. However, when an employee has been working a consistent half-time schedule, departments will provide reasonable opportunities for the employee to make up unpaid absences due to authorized leaves or holidays in order to maintain half-time status. The accommodation shall be subject to budgetary and workload considerations.

**ARTICLE 5.0        COMPENSATION**

**ARTICLE 5.1        SALARIES**

The parties to this MOU jointly recommend to the City Council approval of the salaries set forth in salary Appendix.

- A.     The salaries for employees within the Unit as set forth in the Appendix shall become operative, as follows:

- Appendix A – May 1, 2024
- Appendix B – June 30, 2024
- Appendix C – June 28, 2026
- Appendix D – June 25, 2028

Note: The operative date for Appendix A coincides with the beginning of the payroll period.

**ARTICLE 5.2        OVERTIME**

- A.     Distribution of Overtime

Management will attempt to assign overtime work as equitably as possible among all qualified employees in the same classification in the same organizational unit and work location. In the assignment of overtime under this provision, however, Management may consider special skills required to perform particular work.

- B.     Non-Emergency Overtime

Whenever Management deems it necessary to perform non-emergency work on an overtime basis, employees required to work will be given at least 48 hours' notice whenever possible.

- C.     Rate and Methods of Compensation

Compensation for overtime shall be for all hours worked in excess of 40 hours in a workweek including all absences with pay authorized by law. Management shall have the discretion to determine whether compensation shall be in cash or time off. In Recreation and Parks, all overtime will be compensated in cash. Compensated time for overtime worked shall be at the rate of one and one-half (1.5) hours for each hour of overtime worked. If authorization for cash payment is made, the rate of pay shall be one and one-half (1.5) times the employee's regular rate of compensation. Employees in departments other than Recreation and Parks who are compensated in time off will be permitted to accumulate up to 80 hours of compensated time off and take such accumulated time off for



overtime worked upon request unless granting of such time would “unduly disrupt” the operations of the City department.

### **ARTICLE 5.3 BILINGUAL DIFFERENTIAL**

Management’s present practices with regard to premium pay for an employee required to use a language other than English will be continued during the term of this MOU. These practices of additional compensation for an employee required to use a language other than English shall be in accordance with Section 4.84 (Premium Pay for Persons Possessing Bilingual Skills) of the LAAC.

The additional compensation shall be retroactive to the employee’s first day in a bilingual position if the position has been previously certified as a bilingual position. However, if the position has not been previously certified as a bilingual position, the compensation shall be retroactive to the date of the supervisor’s request for bilingual pay. This compensation shall not be paid unless the employee has been properly certified in accordance with the provisions of Section 4.84 (Premium Pay for Persons Possessing Bilingual Skills) of the LAAC.

This compensation is pensionable when regularly assigned and non-pensionable when assigned on a daily basis.

### **ARTICLE 5.4 SIGN LANGUAGE PREMIUM**

Any qualified employee who is covered by the provisions of this MOU and is requested by the Personnel Director to utilize sign language shall receive a sign language premium of 2.75% of the employee’s salary for each business day the skill is used. Such practices of additional compensation shall be in accordance with Section 4.84.1 of the LAAC. This compensation is non-pensionable.

### **ARTICLE 5.5 CIVIC DUTY AS A WITNESS**

Any half-time employee, as defined by Article 4.1 (Part-Time Employment) of this MOU, who is served with a subpoena by a court of competent jurisdiction or an administrative body to appear as a witness during the employee’s scheduled working period, unless the employee is a party to the litigation or an expert witness (except when testifying as a City expert), shall receive the employee’s regular salary. However, any witness fees received by the employee who receives regular salary pursuant to these provisions, except those fees received for services performed on a regular day off or holiday, shall be paid to the City and deposited in the General Fund. The absence of any half-time employee for the purpose of serving as a witness during the employee’s scheduled working period shall be deemed an authorized absence with pay. Any money received as compensation for mileage is not to be considered as a part of the employee’s pay for these purposes.

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 5.6 JURY SERVICE**

Any half-time employee, as defined by Article 4.1 (Part-Time Employment – Half-Time) of this MOU, who is duly summoned to attend any court for the purpose of performing jury service or has been nominated and selected to serve on a Grand Jury, shall, for those days during which jury service is actually performed and those days necessary to qualify for jury service, be compensated for the hours normally scheduled during the period of jury service.

The absence of any employee for the purpose of performing jury service shall be deemed to be an authorized absence with pay within the meaning of Section 4.75 (Adjusted or Additional Compensation) of the LAAC.

The absence of an intermittent employee, as defined by Article 4.1 (Part-Time Employment – Intermittent) of this MOU, for the purpose of performing jury service shall be deemed to be an authorized absence without pay.

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 (if eligible); additional time off for that holiday shall not be provided.

## **ARTICLE 5.7 MILITARY LEAVE**

In accordance with Section 4.123 (Military Leave with Pay) of the LAAC, every employee who qualifies for and is granted a military leave, whether temporary or otherwise, pursuant to the provisions of the Military and Veterans Code of the State of California, shall, before the employee is paid the employee's salary or compensation during such leave, or any part thereof, as provided in said Code, furnish to the employee's appointing authority two (2) certified copies of the employee's orders, one (1) copy to be filed in the department in which the employee is employed and the other with the City Controller. In lieu of the orders, the employee shall furnish to the appointing authority, upon forms provided by the City Controller, certified evidence of the employee's entry into active service in the armed forces of the United States and the date thereof. Any certification required by this Article may be made by any commissioned officer of such armed forces. The City Controller shall have power at any time to require such additional satisfactory evidence of the entry of such employee into active service in such armed forces and of the actual performance by the employee of ordered military duty during all or any part of such leave.

In determining whether an employee has been in the service of the City for a period of not less than one (1) year immediately prior to the date on which the absence begins, continuous service shall be required.

## **ARTICLE 6.0        BENEFITS**

### **ARTICLE 6.1        HEALTH AND DENTAL BENEFITS**

During the term of this MOU, the City will provide benefits to all half-time employees as defined by Article 4.1 (Part-Time Employment) of this MOU 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) 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 in this Article 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 Section 4.303 (Joint Labor-Management Benefits Committee and Personnel Department Responsible for Programs) of the LAAC.

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

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

Management agrees to contribute for each half-time employee, as defined by Article 4.1 (Part-Time Employment) of this MOU, who becomes a member of Los Angeles City Employees Retirement System (LACERS), a monthly subsidy not to exceed the Kaiser employee-only rate, toward the cost of the employee's Flex Program medical plan.

During the term of this MOU, Management's monthly subsidy for half-time employees shall increase by the increase in the Kaiser Permanente single-party rate. Increases in

this monthly subsidy shall be effective at the beginning of the pay period in which the Kaiser Permanente yearly premium rate change is implemented.

Further, any half-time employee receiving a subsidy in accordance with this Article who becomes an intermittent employee shall not be eligible for such subsidy, notwithstanding the employee's status as a member of LACERS.

### Section II – Dental Plans

The dental plans offered and benefits provided by those plans shall be determined by the Personnel Department, in accordance with Section 4.303 (Joint Labor-Management Benefits Committee and Personnel Department Responsible for Programs) of the LAAC, upon the recommendation of the City's JLMBC.

For each half-time employee, as defined by Article 4.1 (Part-Time Employment) of this MOU, who becomes a member of LACERS Management will expend an amount equivalent to one-half of the cost of the employee-only coverage of the most expensive plan under the City-sponsored Dental Program.

Further, any half-time employee receiving a subsidy in accordance with this Article who becomes an intermittent employee shall not be eligible for such subsidy, notwithstanding the employee's status as a member of LACERS.

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

### Section III – Definition of Dependent

The definition of a dependent 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 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 period will be ineligible to participate in a City-sponsored plan unless another open enrollment period is subsequently declared by the Personnel Department.

Management 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 6.9 (Family and Medical Leave) of this MOU, Management shall continue the City's health 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 6.9 (Family and Medical Leave) of this MOU. 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 their pregnancy health coverage (medical plan subsidy) in compliance with the provisions of Government Code Sections 12945 and 12945.2.

## 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 (2) 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 6.2      RETIREMENT BENEFITS**

### **A.      Benefits**

1.      Effective July 1, 2011, for all LACERS Tier I employees regardless of their date of hire, the LACERS 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 Section 4.1033 (Early Retirement Incentive Program) of the LAAC, 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.
  
2.      For employees hired on or after the date of adoption of the Ordinance implementing LACERS Tier 3, 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 this MOU.

B. Retiree Health Benefits

1. There is currently in effect a retiree health benefit program for retired members of LACERS under Chapter 11 (Health and Welfare Programs for Retirees of the Los Angeles City Employees' Retirement System) of the LAAC. 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.
2. With regard to LACERS Tier 1, as provided by Section 4.1111 (Medical Plan Premium Subsidy) of the LAAC, the monthly Maximum Medical Plan Premium Subsidy, which represents the Kaiser 2-party non-Medicare Part A and Part B premium, is vested for all members who made the additional contributions authorized by Section 4.1003(c) (Member Contributions-Additional Contributions) of the LAAC.
3. Additionally, with regard to LACERS Tier 1 members who made the additional contribution authorized by Section 4.1003(c) (Member Contributions-Additional Contributions) of the LAAC, the maximum amount of the annual increase authorized in Section 4.1111(b) (Medical Plan Premium Subsidy-Maximum Medical Plan Premium Subsidy) of the LAAC is a vested benefit that shall be granted by the LACERS Board.
4. With regard to LACERS Tier 3, the Implementing Ordinance shall provide that all LACERS Tier 3 members shall contribute to LACERS four percent (4%) of their pre-tax compensation earnable toward vested retiree health benefits, and shall amend Chapter 11 (Health and Welfare Programs for Retirees of the Los Angeles City Employees' Retirement System) of the LAAC to provide the same vested benefits to all LACERS Tier 3 members as currently are provided to LACERS Tier 1 members who make the same four percent (4%) contribution to LACERS under the retiree health benefit program.
5. The entitlement to retiree health benefits under this provision shall be subject to the rules under Chapter 11 (Health and Welfare Programs for Retirees of the Los Angeles City Employees' Retirement System) of the LAAC in effect as of the effective date of this provision, and the rules placed into Chapters 10 and 11 (Retirement Benefits and Conditions of Entitlement for the Los Angeles City Employees' Retirement System and Health and Welfare Programs for Retirees of the Los Angeles City Employees' Retirement System) of the LAAC, with regard to LACERS Tier 3, by the Implementing Ordinance.

6. As further provided in this Article, the amount of employee contributions is subject to bargaining in future MOU negotiations.
7. 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.
8. Employees whose Health Service Credit, as defined in Chapter 11 (Health and Welfare Programs for Retirees of the Los Angeles City Employees' Retirement System) of the LAAC, 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

1. 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 Management 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 this MOU in order to be considered appropriately negotiated.
2. Proposals for minor benefit modifications and technical changes will be considered and reported on as appropriate, but no more than once 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.
3. If agreement is not reached between Management 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.

D. Part-Time Employees

1. Part-time Unit employees eligible for membership in LACERS shall be certified as LACERS members under the following conditions:
  - a. Half-time employees, upon written request to the appointing authority, shall be certified as LACERS members upon their date of hire to a half-time position, or anytime thereafter, as elected.

- b. Intermittent part-time Unit employees shall, after 1,000 compensated hours in one (1) service year, be designated as half-time employees and certified as LACERS members, upon written request to the appointing authority.
2. Employees certified as LACERS members prior to the effective date of this MOU shall retain their LACERS membership.
3. For employees not eligible for LACERS membership, a flat-rated employee contribution of four and one-half percent (4.5%) into the Pension Savings Plan shall be applied for each plan year. The City shall contribute an amount equal to three percent (3%) of each employee's compensation for each plan year.
4. Retiree health benefits are provided, as defined in Section B of this Article.

E. Rollover Provisions

At such time as the California State law has been revised, LACERS will be allowed to accept a rollover from the Pension Savings Plan provided that it is in conformance with both Federal and State law.

**ARTICLE 6.3 SICK LEAVE BENEFITS**

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, or preventive care, of an employee, or an employee's designated person, as defined in this Article, or an employee's immediate family member, as provided in Article 6.4 (Family Illness) of this MOU.

For purposes of this Article, "designated person" means a person identified by the employee at the time the employee requests paid sick leave. Employees are limited to only one designated person per 12-month period.

A. Sick Leave Accrual and Usage

1. Half-Time Employees

- a. Half-time employees, as defined by Section 4.110(a) of the LAAC, shall begin accruing prorated sick leave on the first day of employment. Sick leave for a half-time employee shall be prorated on the basis of total number of hours scheduled in relationship to the



total number of hours required for full-time employment. Employees may use their accrued sick leave beginning on the 90<sup>th</sup> day of City employment (90 calendar days from the date of hire).

- b. Beginning the January 1 subsequent to the completion of 12 calendar months of employment following their date of hire, half-time employees shall be provided prorated sick leave hours based on the calendar year sick leave allotment for full-time employees of 96 hours at 100% of full pay and 40 hours at 75% of full pay, plus the hours of sick leave accrued and accumulated as provided in this Article. The prorated amount of 100% and 75% sick leave hours for half-time employees will be calculated on the basis of the total number of hours compensated in the previous 12-month calendar period (January 1 through December 31) in relationship to the total number of hours required for full-time employment.
- c. 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.
- d. Effective January 1, 1997, if a half-time employee retires from City service or, if a half-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.
- e. If a half-time employee separates from City service and is rehired by the City within one (1) year from the date of separation, previously accrued and unused sick leave shall be reinstated.

## 2. Intermittent Employees

- a. Intermittent employees, as defined by Section 4.110(b) of the LAAC, shall begin accruing sick leave on the first day of employment. Employees shall accrue at a rate of one (1) hour for every 29 hours worked. Employees may use their accrued sick leave beginning on

the 90<sup>th</sup> day of City employment (90 calendar days from the date of hire) up to a maximum of 48 hours each calendar year.

- b. Sick leave may be accumulated up to a maximum of 48 hours each calendar year. Any accrued, unused sick leave remaining at the end of the calendar year shall carry over to the following year. Any sick leave accumulated in excess of the maximum amount shall be deemed waived and lost.
- c. Intermittent employees with accrued CPTO and/or 100% sick leave hours, who become full-time or half-time employees, shall be allowed to carry over into their 100% sick leave bank a maximum of 48 hours of unused CPTO, 100% sick leave, or any combination of such unused time. Any unused CPTO and/or sick leave in excess of the 48 hours carried over shall be deemed waived and lost. Employees shall be eligible immediately as a full-time or half-time employee to accrue and use sick leave at the appropriate rate.
- d. If an intermittent employee separates from City service and is rehired by the City within one (1) year from the date of separation, previously accrued and unused sick leave shall be reinstated.
- e. Employees who hold more than one (1) intermittent position concurrently shall be eligible to accrue sick leave in only one (1) position. Employees who work multiple assignments or centers/facilities within the same Department are considered to hold one (1) position.

**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, the employee's designated person, or employee's immediate family member.

**ARTICLE 6.4 FAMILY ILLNESS**

Family Illness leave benefits shall be in accordance with Section 4.127 (Allowance for Leave for Illness in Family) of the LAAC. Upon the adoption of a child, an employee will be permitted to use 60 hours of family illness sick leave. Effective January 1, 2020, employees shall be permitted to use 75% sick time for family illness only after exhausting all 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, grandparent, grandchild, great-grandparent, great-grandchild, stepparent, and stepchild of any employee of the City, 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), a designated person (as defined and limited to Article 6.9[B]) and the following relatives of an employee's domestic partner: child, grandchild, mother, father.

Any employee claiming a 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.

## **ARTICLE 6.5        HOLIDAYS AND HOLIDAY PAY**

- A.    1.    a.    A half-time employee, as defined by Article 4.1 (Part-Time Employment) of this MOU, shall qualify for and receive holiday benefits, including the unspecified holidays, except as noted in Subsection A(1)b of this Article. However, pay for the holidays shall be at the half-time rate.
- b.    A half-time employee who transfers to intermittent status without having taken the unspecified holiday shall not be entitled to the holiday while in intermittent status.
- 2.    Intermittent employees, as defined by Article 4.1 (Part-Time Employment) of this MOU, shall not be entitled to holiday benefits. An intermittent employee who becomes half-time, and who has not previously qualified for the unspecified holiday benefit as a full or half-time employee, shall be required to qualify for the unspecified holiday by completing six (6) consecutive months of service in half-time status and to have been compensated for at least 500 hours.
- B.    For eligible employees, the following days shall be treated as holidays:
  - 1.    New Year's Day
  - 2.    Martin Luther King, Jr.'s Birthday (the third Monday in January)
  - 3.    Presidents 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.    Juneteenth (June 19)
  - 7.    Independence Day (July 4)
  - 8.    Labor Day (the first Monday in September)
  - 9.    Indigenous Peoples Day (the second Monday in October)
  - 10.   Veterans Day (November 11)
  - 11.   Thanksgiving Day (the fourth Thursday in November)
  - 12.   The Friday after Thanksgiving Day
  - 13.   Christmas Day (December 25)

14. Any day or portion thereof declared to be a holiday by proclamation of the Mayor and the concurrence of the City Council by resolution
  15. Effective July 7, 2019, one (1) additional unspecified holiday will be added for a total of two (2) unspecified holidays (per calendar year).
- C. When any holiday from Subsections B(1) through B(13) of this Article falls on a Sunday, it shall be observed on the following Monday.
  - D. When any holiday from Subsections B(1) through B(13) of this Article falls on a Saturday, it shall be observed on the preceding Friday.
  - E. 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.
  - F. Whenever a holiday listed under Sections B(1) through B(15) of this Article occurs during an employee's regularly scheduled work week, the appropriate number of hours of paid leave shall be credited for the purpose of computing overtime pay for work performed after 40 hours.
  - G. Holiday Premium Pay – An employee who works on any holiday listed above will receive four (4) hours (or portion thereof as specified in Subsection B[14] of this Article) of holiday pay and one and one-half (1.5) the hourly rate for all hours worked on the observed holiday provided, however, that the employee has (1) worked the employee's assigned shift immediately before and the employee's assigned shift immediately after the holiday, or, (2) prior to such holiday Management has authorized the employee to take paid leave time off in lieu of the requirement to work said shifts. Any employee who fails to meet these requirements will be paid at the rate of one (1) hour for each hour worked. Employees shall not receive both overtime and holiday pay for the same hours.
  - H. Employees working in excess of: eight (8) hours on any holiday listed from Subsections B(1) through B(13) of this Article, or hours worked in excess of any day or portion thereof declared to be a holiday by proclamation of the Mayor shall be paid at the appropriate holiday premium pay rate for the employee's class. Employees shall not receive both overtime and holiday premium pay for the same hours.
  - 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 the day off with pay or shall be compensated in accordance with all pertinent provisions (Sections B through H of this Article). 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 of the holiday.

- J. Management 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.
- K. The unspecified holidays shall be taken in accordance with the following requirements:
  - 1. The holiday must be taken in the appropriate number of pro-rated 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 Management subject to the operating needs of the employee's department. If an unforeseen operating requirement prevents the employee from taking such previously approved holiday, Management 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, retirement) prior to taking the holiday shall forfeit any right thereto.
  - 3. The holiday shall not be utilized to extend the date of any layoff.
  - 4. No employee shall be entitled to an unspecified holiday until the employee has completed six (6) months of satisfactory service and has completed 500 hours of compensated time.
  - 5. No employee shall receive more than two (2) 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 an additional unspecified holiday when rehired.

## **ARTICLE 6.6 COMPENSATED PERSONAL TIME OFF**

Intermittent employees, except those employees hired before February 1, 1990, who continue to accrue vacation hours, shall be eligible to accrue compensated personal time off (CPTO) at the rate of 2.75 minutes for every hour compensated, effective January 1, 2000. Employees must complete a period of six (6) consecutive months of City service and must have been compensated for at least 500 hours before qualifying to use the CPTO. This benefit may be used in no less than one-half hour increments for the following purposes:

- A. Personal business, subject to approval of the immediate supervisor.
- B. Holidays assigned off. When a holiday falls on an employee's assigned schedule, and the employee is not required to work on that holiday, an employee may request to use CPTO.

Compensated personal time off may be accumulated for up to a maximum of 48 hours. Any time accumulated in excess of the maximum amount shall be deemed waived and lost.

There shall be no payment of any form for unused CPTO upon separation from City service for any reason.

Employees who hold more than one (1) intermittent position concurrently shall be eligible to accrue CPTO in only one (1) position.

Upon designation to half-time status from intermittent status, employees shall be allowed to carry over into the 100% sick leave bank up to a maximum of 48 hours of unused CPTO, 100% sick leave, or any combination of unused time. Any unused CPTO, 100% sick leave, or any combination of unused time in excess of 48 hours shall be deemed waived and lost.

## **ARTICLE 6.7           BEREAVEMENT LEAVE**

A half-time employee, as defined in this MOU, shall qualify for bereavement leave. Such employees are eligible for a maximum of three (3) consecutive working days off per occurrence and shall be compensated for the hours normally scheduled during the period of the Bereavement Leave. Intermittent employees, as defined by Article 4.1 (Part-Time Employment) of this MOU, shall not be entitled to compensated leave because of family deaths.

Management's practices with regard to allowances for leave because of family deaths will be in accordance with Section 4.127.1a-d (Allowances for Leave Because of Family Deaths) of the LAAC.

For the purposes of this Article, the definition of an immediate family member shall include the father, father-in-law, mother, mother-in-law, brother, sister, spouse, child, foster child, grandparent, grandchild, great-grandparent, great-grandchildren, stepparent, stepchild, foster parent, 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 (1) occurrence.

Any employee claiming a 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 on file in the Employee Benefits Office, Personnel Department, which identifies that individual as the employee's domestic partner.

In addition to the bereavement leave granted under this Article, any employee shall be allowed to use unused sick leave, vacation, personal leave, compensatory time off, or unpaid leave not to exceed two (2) working days per occurrence for the purpose of bereavement leave. Use of sick leave hours for bereavement leave shall not be counted as sick leave in any department Sick Leave Use Monitoring Program.

Unit members 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 370 calendar days from the date of the death of the qualifying immediate family member. Bereavement leave days not used prior to 370 days from the date of said death shall be deemed waived and lost.

## **ARTICLE 6.8 LEAVE FOR REPRODUCTIVE LOSS**

A. Effective January 1, 2024, in compliance with California Government Code Section 12945.6, employees who have been employed for at least 30 calendar days may take up to five (5) days of leave for reproductive loss within three (3) months following a reproductive loss event, as defined below. Said leave shall be taken on assigned work days using the number of hours the employee is usually scheduled to work on those days. Employees shall be allowed to take consecutive or non-consecutive days off. Employees may use unpaid leave, accrued unused sick leave, accrued unused vacation time, or accrued compensatory time off, accrued unspecified holiday time, hourly unspecified holiday time, or any combination thereof for their reproductive loss leave. In the event of an employee experiencing multiple reproductive loss events, the amount of aggregate time off granted shall not exceed twenty (20) days within a 12-month period.

1. "Reproductive loss event" means the day or, for a multiple-day event, the final day of a failed adoption, failed surrogacy, miscarriage, stillbirth, or an unsuccessful assisted reproduction, defined as follows:
  - a. "Failed adoption" – the dissolution or breach of an adoption agreement with the birth mother or legal guardian, or an adoption that is not finalized because it is contested by another party. This event applies to an employee who would have been a parent of the adoptee if the adoption had been completed.
  - b. "Failed surrogacy" – the dissolution or breach of a surrogacy agreement, or a failed embryo transfer to the surrogate. This event applies to an employee who would have been a parent of a child born as a result of the surrogacy.

- c. “Miscarriage” – a miscarriage by an employee, by the employee’s current spouse or domestic partner, or by another individual if the employee would have been a parent of a child born as a result of the pregnancy that ended in miscarriage.
- d. “Stillbirth” – a stillbirth resulting from an employee’s pregnancy, the pregnancy of the employee’s current spouse or domestic partner, or another individual, if the employee would have been a parent of a child born as a result of the pregnancy that ended in stillbirth.
- e. “Unsuccessful assisted reproduction” – an unsuccessful round of intrauterine insemination or embryo transfer, which includes gamete and embryo donation, or of an assisted reproductive technology procedure. This event applies to an employee, the employee’s current spouse or domestic partner, or another individual, if the employee would have been a parent of a child born as a result of the pregnancy that was unsuccessful.

Notwithstanding Subsection (A) above, when employees are on Family and Medical Leave, or any other leave entitlement under State or federal law, either prior to or immediately following a reproductive loss event, employees shall complete their reproductive loss leave within three months after the end date of the other leave.

## **ARTICLE 6.9      FAMILY AND MEDICAL LEAVE**

### **A.      Authorization for Leave**

1. 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 6.4 [Family Illness] of this MOU), or designated person as defined in this Article, 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.
2. An employee may take leave under the provisions of this Article if the employee has a serious health condition that makes them unable to perform the functions of the employee’s position.
3. Leave under the provisions of this Article shall be limited to four (4) months (nine [9] pay periods [720 hours]) during a 12-month period, regardless of the number of incidents. A 12-month period shall begin on the first day of leave for each employee 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 the purposes of bonding. (See Section D of this Article.)

## B. Definitions

The following definitions are included to clarify family relationships as defined in the Family and Medical Leave Act and the California Family Rights Act.

1. Spouse means a husband or wife, as defined or recognized under State law for the purposes of marriage in this State.
2. 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.
3. 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 include 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, who had such responsibility for the employee when the employee was a child. A biological or legal relationship is not necessary.
4. 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 physical disability.
5. Designated person means any individual related by blood or whose association with the employee is the equivalent of a family relationship. Employees are limited to only one designated person per 12-month period.

## C. Eligibility

1. The provisions of this Article shall apply to all Unit employees in all City departments who have been employed by the City for at least 12 months and who have worked for at least 1,040 hours (half-time employees may include all compensated time off except Injury on Duty [IOD]) 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.

2. 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.

Spouses or domestic partners who both work for the City may take leave under the provisions of this Article at the same time to take care of a sick parent. However, the aggregate period of time to which both are entitled is limited to the time allowed for only one employee.

Each employee must notify the employee's 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.

The time limitation for spouses or domestic partners does not apply to leave taken by one (1) employee to care for the other who is seriously ill or to care for a child with a serious health condition.

D. Conditions

1. Pregnancy

- a. 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.
- b. 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.

- c. Employees (each parent individually) are also eligible for family leave (bonding) under the California Family Rights Act, which shall be limited to four (4) 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 D(2) (Adoption) of this Article. (The administration of such leave shall be in accordance with Subsections C[2] and D[6] of this Article.)
2. Adoption – The start of a family leave for adoption or foster care of a child shall begin on a date reasonably close to the date the child is placed in the custody of the employee. Leave may be granted prior to placement if an absence from work is required.
3. Family Illness – The start of a family leave for a serious health condition of a family member or designated person shall begin on the date requested by the employee.
4. Employee's Own Illness – The start of a leave for the employee's own serious health condition shall begin on the date requested by the employee.
5. Serious Health Condition is defined as an illness, injury, impairment, or physical or mental condition that involves:
  - a. Any period of incapacity or treatment connected with inpatient care in a hospital, hospice or residential medical care facility; or
  - b. A period of incapacity requiring an absence of greater than three (3) calendar days involving continuing treatment by or under the supervision of a health care provider; or
  - c. Any period of incapacity (or treatment therefore) due to a chronic serious health condition; or
  - d. A period of incapacity that is permanent or long-term due to a condition for which treatment may not be effective; or
  - e. 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
  - f. Any period of incapacity due to pregnancy or for prenatal care.

6. 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.

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 Section 4.110 (Part-Time Employment) of the LAAC during the duration of their part-time schedule.

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 (1) 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 this bonding leave for a time period of less than two (2) 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.

7. 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.
8. A personal leave beyond the four (4) month (nine [9] pay period [720 hours]) 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.
9. Management 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 15 calendar days to obtain the medical certification.
10. Upon return from family or medical leave, an employee shall be returned to the employee's original job or to an equivalent job.

E. Notice Requirements

1. 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 30 days' notice. However, if the leave must begin in less than 30 days, the employee must provide as much advance notice as is practicable.

2. Management

In response to an 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 shall also notify an employee if it designates paid or unpaid leave as qualifying time 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.

F. Applicable Time Off

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

1. Childbirth (Mother)

- a. 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.
- b. 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 Subsections F(1)(c), (d), (e) and (f) of this Article below.
- c. Accrued 100% sick leave. The use of sick leave under this subsection is at the employee's discretion.
- d. 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.

- e. Unpaid leave.
- f. Accrued compensatory time off may be used at the employee's discretion, with management approval, after exhaustion of 100% sick leave (Subsection F[1][c] of this Article). However, FLSA compensatory time off shall not be counted against the employee's four (4) 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.

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

- a. Annual family illness sick leave up to 15 days may be used at the employee's discretion. Such leave may be taken before or after the accrued vacation described in Subsection F(2)(b) of this Article.
- b. Accrued vacation available at the start of the leave shall be taken. Such time must be used prior to the use of time under Subsections F(2)(c), (d), (e) and (f) of this Article.
- c. Accrued 100% sick leave. The use of sick leave under this subsection is at the employee's discretion.
- d. 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.
- e. Unpaid leave.
- f. Accrued compensatory time off may be used at the employee's discretion, with management approval, after exhaustion of 100% sick leave (Subsection F[2][c] of this Article). However, FLSA compensatory time off shall not be counted against the employee's four (4) 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.

3. Personal Medical Leave

- a. Accrued 100% sick leave may be used at the employee's discretion. Such leave may be taken before or after the vacation described in Subsection F(3)(c) of this Article.

- b. 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 Subsection F(3)(c) of this Article.
- c. Accrued vacation time.
- d. Unpaid leave.
- e. Accrued compensatory time off may be used at the employee's discretion, with management approval, after exhaustion of 100% sick leave (Subsection F[3][a] of this Article). However, FLSA compensatory time off shall not be counted against the employee's four (4) 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.

(Note: An employee under Subsection F(1), (2), or (3) of this Article may use compensatory time off after depletion of accrued sick leave and vacation to continue paid leave during the 4-month family and medical leave period.)

G. Sick Leave Rate of Pay

Payment for sick leave usage under Subsections F(1), (2), and (3) of this Article shall be at the regular accrued rate of 100% or 75% as appropriate.

H. 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 Union 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 6.10      DISABILITY INSURANCE PLAN**

During the term of this MOU, Management agrees to maintain a Disability Insurance Plan for half-time employees who are members of LACERS, provided that sufficient enrollment is maintained to continue to make the plan available. The City's JLMBC shall determine the benefits and provider of the plan.

Management shall expend for active half-time Unit employees who are members of LACERS the sum necessary to cover the cost of a basic disability insurance plan. Management shall also maintain a Supplemental Disability Insurance Plan, enrollment in which is at the discretion of each employee. The full cost of the Supplemental Disability Insurance Plan premiums shall be paid by the individual employees who enroll in the plan.

#### **ARTICLE 6.11      DEPENDENT CARE REIMBURSEMENT ACCOUNT**

During the term of this MOU, Management agrees to maintain a Dependent Care Reimbursement Account (DCRA), qualified under Section 129 of the Internal Revenue Code, for half-time employees who are members of LACERS, provided that sufficient enrollment is maintained to continue to make the account available.

Enrollment in the DCRA is at the discretion of each employee. All contributions into the DCRA and related administrative fees shall be paid by employees who are enrolled in the plan. As a qualified Section 129 Plan, the DCRA shall be administered according to the rules and regulations specified for such plans by the Internal Revenue Service.

#### **ARTICLE 6.12      EMPLOYEE ASSISTANCE PROGRAM**

Management will expend for employees who are members of the Los Angeles City Employees' Retirement System (LACERS), and their eligible dependents, the sum necessary to cover the cost of an Employee Assistance Program (EAP). The benefits and services of the EAP provider shall be determined by the City's Joint Labor-Management Benefits Committee.

Information on the current Support Plus provider is available through the Personnel Department, Employee Benefits Division, by telephone at (213) 978-1655 or on the Division's website at: <https://www.liveandworkwell.com/content/en/public.html>.

#### **ARTICLE 6.13      WORKERS' COMPENSATION**

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

During the term of this MOU, Management shall provide Workers' Compensation benefits in accordance with Section 4.104 (Workers' Compensation for Illness or Injury Sustained in Course of Employment) of the LAAC, 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 pay for the hours of work normally scheduled during the period of the temporary disability, less the mandatory deductions for Federal and State income tax withholding, and employee retirement contributions.



Salary continuation payments received for a temporary disability condition shall be provided for up to 12 months in the aggregate, and no more than 1,040 hours in the employee's service year, except when an employee is hired for a seasonal position (i.e., summer camp) or program, in which case salary continuation payments shall discontinue at the end of the season or scheduled end of a program. Following discontinuance of such payments, the employee will be paid at the State rate if they are still temporarily disabled.

#### **ARTICLE 6.14      WORKERS'      COMPENSATION      ALTERNATIVE      DISPUTE RESOLUTION PROGRAM**

The following is for informational purposes:

The parties to this agreement have entered into a Workers' Compensation Alternative Dispute Resolution (ADR) Program Agreement dated June 8, 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. The Agreement includes a Joint Labor Management Committee (JLMC), the terms of which are incorporated in the body of the ADR Agreement, and is hereby incorporated into the body of this 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 6.15      SCHOOL ACTIVITY LEAVE**

In accordance with the California Family-School Partnership Act, full-time or part-time employees may take time off from work to participate in either of the following child-related activities:

1. To find, enroll, or reenroll their child in a school or with a licensed child care provider, or to participate in activities of the school or licensed child care provider of their child, if the employee, prior to taking the time off, gives reasonable notice to the employer of the planned absence of the employee. Time off pursuant to this subparagraph shall not exceed eight hours in any calendar month of the year.
2. To address a child care provider or school emergency, if the employee gives notice to the employer.

An employee may take off up to 40 hours per school year, regardless of the number of children in the family. No more than eight (8) hours of this leave may be taken in any given month.

Any employee, who is a parent, guardian, step-parent, foster parent, grandparent of, or a person who stands *in loco parentis* to a child of the age to attend kindergarten through grade 12 or a licensed child care provider, is eligible for this leave.

Employees are required to use vacation, compensatory time off, or leave without pay and must provide the employee's immediate supervisor with reasonable advance notice of anticipated absences for this leave. If both parents work for the same City Department at the same worksite, the parent who gives notice first will be granted the leave. The other parent may also take time off with approval from the supervisor. Supervisors may require that the employee provide documentation from the school or licensed child care provider verifying participation in the school activity on a particular date and time.

#### **ARTICLE 6.16 PERSONAL LEAVE**

On January 1<sup>st</sup> of each year, each full-time unit member shall, in addition to all other compensatory time, receive 40 hours per calendar year as personal leave. Personal leave is defined as any event requiring a member's immediate attention. Personal leave shall not be used as a proxy for vacation leave or sick leave. 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-hour increments. No employee shall be entitled to personal leave until the employee has completed six (6) months of City service (180 calendar days from the date of hire). 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.

On January 1<sup>st</sup> of each year, each part-time unit member shall, in addition to all other compensatory time, accrue personal leave based on hours compensated 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.

Effective upon adoption of this MOU the above provisions shall be temporarily suspended and replaced with the provisions in Article 6.16.A, Personal Leave and Hourly Unspecified Holiday Pilot program, as indicated below.

#### **ARTICLE 6.16.A PERSONAL LEAVE AND HOURLY UNSPECIFIED HOLIDAY PILOT PROGRAM**

The following pilot program shall be in effect for the term of this 2024-2028 MOU and will expire on December 23, 2028.

Personal leave is defined as any event requiring a member's immediate attention. Personal leave shall not be used as a proxy for vacation leave or sick leave. Personal leave shall only be taken in the calendar year in which it is credited. Personal leave may be taken in one-hour increments. No employee shall be entitled to personal leave until the employee has completed six (6) months of City service (180 calendar days from the

date of hire). Such time shall not be compensated in cash (e.g. upon separating from City service, retirement, transfer to another bargaining unit), except as described below.

A. PERSONAL LEAVE AND HOURLY UNSPECIFIED HOLIDAY TIME FOR CALENDAR YEAR 2024

The bank of Personal Leave time that was credited to an employee in calendar year 2024 shall be treated as follows.

1. For full-time employees:
  - a. A maximum of 24 hours of the 40 hours that was credited on January 1, 2024 to an employee's Personal Leave bank shall remain as Personal Leave time.
  - b. A maximum of 16 hours in excess of the 24 hours cited above shall be converted to Hourly Unspecified Holiday time.
  - c. Hourly Unspecified Holiday time is distinguished from time granted pursuant to Los Angeles Administrative Code Section 4.119 or similar unspecified holiday/floating holiday time provided for in MOUs in that Hourly Unspecified Holiday time may be taken in one hour increments and is available to employees who are eligible for personal leave. Hourly Unspecified Holiday time 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.
  - d. Employees on active payroll status as of December 31, 2024 who have any unused balance of hours as referenced in Subsection A.1.a. shall be compensated by cash payment at 100% of the employee's salary rate as of December 31, 2024. The payment shall be issued as soon as practicable after the end of calendar year 2024.
2. For part-time employees:
  - a. A maximum of 60% of the hours credited on January 1, 2024 to an employee's Personal Leave bank shall remain as Personal Leave time.
  - b. A maximum of 40% in excess of 60% of the hours credited as cited above shall be converted to Hourly Unspecified Holiday time.
  - c. Hourly Unspecified Holiday time is distinguished from time granted pursuant to Los Angeles Administrative Code Section 4.119 or similar unspecified holiday/floating holiday time provided for in MOUs whereas Hourly Unspecified Holiday time may be taken in one hour

increments and is available to employees who are eligible for personal leave. Hourly Unspecified Holiday time 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.

- d. Employees on active payroll as of December 31, 2024 who have any unused balance of hours as referenced in Subsection A.2.a. shall be compensated by cash payment at the employee's salary rate as of December 31, 2024. The payment shall be issued as soon as practicable after the end of calendar year 2024.

**B. PERSONAL LEAVE AND HOURLY UNSPECIFIED HOLIDAY TIME FOR CALENDAR YEARS 2025-2028**

The bank of Personal Leave time credited to an employee in calendar years 2025, 2026, 2027, and 2028 only shall be treated as follows.

- 1. For full-time employees:
  - a. On January 1<sup>st</sup> of each year listed above, each full-time unit member shall, in addition to all other compensatory time, receive 24 hours of Personal Leave in each calendar year.
  - b. On January 1<sup>st</sup> of each year listed above, each full-time unit member shall, in addition to all other compensatory time, receive 16 hours of Hourly Unspecified Holiday time in each calendar year.
  - c. Hourly Unspecified Holiday time is distinguished from time granted pursuant to Los Angeles Administrative Code Section 4.119 or similar unspecified holiday/floating holiday time provided for in MOUs whereas Hourly Unspecified Holiday time may be taken in hourly increments and is available to employees who are eligible for personal leave. Hourly Unspecified Holiday time 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.
  - d. Employees on active payroll status as of December 31 of each calendar year who have any unused balance of hours as referenced in Subsection B.1.a. shall be compensated by cash payment at the employee's salary rate as of December 31, of each calendar year. The payment shall be issued as soon as practicable after the end of each calendar year.

2. For part-time employees:
  - a. On January 1st of each year, each part-time unit member shall, in addition to all other compensatory time, receive up to 24 hours of Personal Leave time based on a proration of 0.0192 hours for each hour worked during the prior calendar year.
  - b. On January 1st of each year listed above, each part-time unit member shall, in addition to all other compensatory time, receive up to 16 hours of Hourly Unspecified Holiday time based on a proration of 0.0192 hours for each hour worked during the prior calendar year.
  - c. Hourly Unspecified Holiday time is distinguished from time granted pursuant to Los Angeles Administrative Code Section 4.119 or similar unspecified holiday/floating holiday time provided for in MOUs whereas Hourly Unspecified Holiday time may be taken in one hour increments and is available to employees who are eligible for personal leave. Hourly Unspecified Holiday time 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.
  - d. Employees on active payroll status as of December 31 of each calendar year who have any unused balance of hours as referenced in Subsection B.2.a. shall be compensated by cash payment at the employee's salary rate as of December 31, of each calendar year. The payment shall be issued as soon as practicable after the end of each calendar year.

Upon expiration of this provision on December 23, 2028, unless mutually agreed to, the terms of this article shall revert to the previous terms in Article 6.16 (Personal Leave). The remainder of any unused Personal Leave time credited to an employee as of December 23, 2028 shall be frozen and compensated by cash payment at the employee's salary rate as of December 31, 2028. The payment shall be issued as soon as practicable in 2029. The Hourly Unspecified Holiday time remaining as of December 23, 2028 shall be available for use through December 31, 2028. If the Hourly Unspecified Holiday time is not taken, such time shall be deemed waived and lost.

## **ARTICLE 7.0        GRIEVANCES**

### **ARTICLE 7.1        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 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 employees covered by this MOU. The parties agree that the following shall not be subject to the grievance procedure:

- A. An impasse in meeting and conferring upon the terms of a proposed MOU.
- B. Any matter for which an administrative remedy is provided before the Civil Service Commission.
- C. Any issue that the parties agree to refer to another administrative resolution process.
- D. Assignment and scheduling of hours and personnel, unless said assignment or scheduling is in violation of the departmental working rules or this MOU.
- E. Disciplinary action (see Article 8.0 [Termination Review Procedure] of this MOU for appeal process).

## 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 Employee Relations Board, the employee must elect to pursue the matter under either the grievance procedure in this Article provided, or by action before the Employee Relations Board. 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 the employee's right to process the employee's 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 defined in Article 6.5 (Holidays and Holiday Pay) of this MOU.

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

D. MEDIATION

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 10 business days of receipt of a request for mediation, the receiving party shall either return the request without action or request that the Employee Relations Board appoint a mediator. The Employee Relations Board shall attempt to obtain the services of a mediator from the State Mediation and Conciliation Service. If a State mediator is unavailable, Union and Management may jointly agree to a mediator selected by the Executive Director of the Employee Relations Board. The fees of such mediator shall be shared equally by Union and Management.

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.

If settlement is not possible, the mediator may be requested to provide the parties with an immediate oral opinion as to how the grievance would be decided if it went 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.

Notwithstanding the above, and Section 4.865 of the Employee Relations Ordinance, the parties may mutually agree to accept the opinion of the mediator as binding.

If mediation does not resolve the issue, the grievant has 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.

1. Suspensions without pay
2. Allegations of failure to accommodate medical restrictions
3. Allegations of retaliation
4. 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

The employee shall discuss the issue with the immediate supervisor on an informal basis to identify and attempt resolution of the employee's issue within 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 this grievance procedure.

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. If the issue is not resolved at this step, the immediate supervisor shall inform the department's personnel office, and the personnel director shall inform the union of the grievance. The immediate supervisor shall respond verbally within 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

If the issue is not resolved at Step 1, or jointly referred to another administrative procedure for resolution, the employee may, within 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 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 employee.

The manager, or appropriate designee, shall meet with the employee within 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 employee within ten (10) business days of meeting with the employee. Failure of management to respond within the time limit shall entitle the grievant to process the grievance to the next step.



### STEP 3

If the grievance is not resolved at Step 2, the employee may serve a written appeal to the General Manager, or designee, within 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 employee within 10 business days of the date of service of the appeal, discuss the facts, and solicit information on possible alternative solutions. A written response will be provided to the employee within 20 business days from the date of meeting with the employee.

### STEP 4 – ARBITRATION

If the written response at Step 3, or mediation, does not settle the grievance, or management fails to provide a written response within 20 business days of the Step 3 meeting, the Union may elect to serve a written request for arbitration with the Employee Relations Board. A copy of this notice shall be served upon the department's personnel officer. The request for arbitration must be filed with the Employee Relations Board within 20 business days following (a) the date of service of the written response of the General Manager/Commission or the 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 Employee Relations Board within said period shall constitute a waiver of the grievance.

If such written notice is served, the parties shall jointly select an arbitrator from a list of seven (7) arbitrators furnished by the Employee Relations Board, within 10 business days following receipt of said list. Failure of the Union to notify the Employee Relations Board of the selected arbitrator within 60 business days of receipt of said list shall constitute a waiver of the grievance.

- A. Arbitration of a grievance hereunder shall be limited to the formal grievance as originally filed by the employee 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 Employee Relations Board, 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, it being mutually understood 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 same.
- B. The decision of an arbitrator resulting from any arbitration of a grievance hereunder shall be binding upon the parties concerned.
- C. 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 (2) or more employees. The facts and issues of the grievance must be the same. In cases where the issues identified in the grievance affect more employees than are identified as grievants, the parties agree that the remedy may be applied to those employees upon their consent, if needed.

### PROCEDURE:

#### STEP 1

The Union shall file the grievance in writing with the General Manager, or designee, of the affected department within 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.

The General Manager, or designee, shall provide written notification to the Employee Relations Division of the Office of the CAO of the receipt of the grievance. The General Manager, or designee, shall meet with the Union within 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 prepare a written response within 20 business days of the meeting.

#### STEP 2

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

## **ARTICLE 7.2      UNION STEWARDS**

### Section I

- A. The Union may designate a reasonable number of Union Stewards or other Union representative, 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 and revised lists within 30 calendar days of any changes in said designations. A steward may represent a grievant in the presentation of a grievance at all levels of the grievance procedure. A 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.

- B. The grievant and their representative shall be allowed to present grievances during scheduled hours of work. However, only that amount of time necessary to bring about a prompt disposition of the grievance will be allowed. The grievant shall arrange any necessary time off with the immediate supervisor for presenting the grievance beyond the informal level. The steward will receive paid time off only if they are a member of the Union; is in the same Unit as the grievant; is employed by the same department as the grievant; is employed within a reasonable distance from the work location of the grievant and the grievance is presented during the representative's scheduled hours of work.
- C. If a steward must leave the steward's work location to represent an employee, the steward shall first obtain permission from the steward's supervisor on a form provided for such purpose. Permission to leave will be granted unless such absence would cause an unreasonable interruption of work. If such permission cannot be granted promptly, the steward will be informed when time can be made available. Such time will not be more than 48 hours after the time of the steward's request, excluding scheduled days off and/or legal holidays, unless otherwise mutually agreed to. Denial of permission to leave at the time requested will automatically constitute an extension of time limits provided in the grievance procedure in this MOU, equal to the amount of the delay.
- D. Before leaving the steward's work location, the steward shall contact the requesting employee's supervisor to determine when the employee can be made available. Upon arrival, the steward will report to the employee's supervisor who will make arrangements for the requested meeting.
- E. Time spent on grievances, or the pre-disciplinary representation activities described in this Article, outside of regular working hours of the employee or the 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 steward, only that amount of time necessary to bring about a prompt disposition of the matter will be allowed. City time, as provided in this Article, is limited to the actual representation of employees and does not include time for investigation, preparation, or any other preliminary activity.

## Section II

- A. 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 stewards and front-line supervisors.
- B. No later than September 30, 2019, or another date mutually agreed upon by the parties, the Union and City representatives will have established a curriculum and

training program that will provide skills for both 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.

- C. Stewards certified through this training shall be authorized to spend up to two (2) hours of City time to investigate each dispute raised under Grievance Procedure of this MOU.
- D. As is practicable, grievances will be heard by certified supervisors.

**ARTICLE 8.0        TERMINATION REVIEW PROCEDURE**

**ARTICLE 8.1        APPEAL PROCEDURE FOR INTERMITTENT/CIVIL SERVICE-EXEMPT HALF-TIME EMPLOYEES**

- A. An intermittent part-time or Civil Service-exempt half-time employee who has worked a total of at least 2,000 cumulative hours from the employee's initial hire date who is subject to discipline shall be provided with the following:
  - 1. A written description of the action(s) to be taken and the expected effective date(s).
  - 2. A written statement of the specific grounds upon which the disciplinary action is based.
  - 3. A copy of the materials upon which the action is based.
  - 4. A written statement informing the employee of the employee's right to appeal the disciplinary decision within five (5) business days to an advisory hearing.
- B. The City and the Union will jointly develop a list of hourly Hearing Officers knowledgeable in employee relations. Discipline cases for intermittent part-time and Civil Service-exempt half-time employees who have worked a total of at least 2,000 cumulative hours from their initial hire date will be heard by a Hearing Officer from this list.

The hearings shall take no more than four (4) hours, which the Hearing Officer will divide as equally as possible between the Parties. The hearing shall be scheduled within five (5) business days of the notice of appeal filed by the employee, unless another date is mutually agreed upon by the Department and the employee. The costs of the Hearing Officer shall be shared equally by the Union and the City.

The Hearing Officer shall determine if the discipline or level of discipline is based on a reasonable good faith conclusion that the employee engaged in misconduct.

The Hearing Officer shall issue a written decision the same day, which shall be advisory to the Department head, whose decision shall be final.

**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.

**FOR THE UNION:**



\_\_\_\_\_  
Alison Harma  
Assistant Executive Director

10/25/24

Date

**FOR THE CITY:**

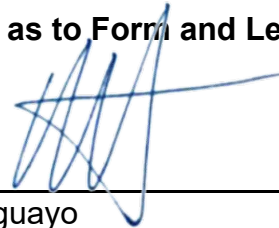


\_\_\_\_\_  
Matthew W. Szabo  
City Administrative Officer

November 5, 2024

Date

**Approved as to Form and Legality:**



\_\_\_\_\_  
Ulysses Aguayo  
Office of the City Attorney

10/29/24

Date

**MOU 66**  
**Appendix A**  
**Operative on May 1, 2024**

<b>CLASS CODE</b>	<b>TITLE</b>	<b>SALARY</b>
0848-B	Observatory Lecturer B	\$ 32.50 /HR

**MOU 66**  
**Appendix B**  
**Operative on June 30, 2024**

<b>CLASS CODE</b>	<b>TITLE</b>	<b>SALARY</b>
0848-B	Observatory Lecturer B	\$ 45.00 /HR



**MOU 66**  
**Appendix C**  
**Operative on June 28, 2026**

<b>CLASS CODE</b>	<b>TITLE</b>	<b>SALARY</b>
0848-B	Observatory Lecturer B	\$ 46.25 /HR

**MOU 66**  
**Appendix D**  
**Operative on June 25, 2028**

<b>CLASS CODE</b>	<b>TITLE</b>	<b>SALARY</b>
0848-B	Observatory Lecturer B	\$ 47.50 /HR

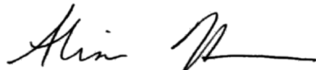
**LETTER OF AGREEMENT  
2024-2028 MEMORANDUM OF UNDERSTANDING NO. 66  
BY AND BETWEEN THE CITY OF LOS ANGELES AND  
THE ACTORS' EQUITY ASSOCIATION (AEA)**

**WORK SCHEDULES**

During the term of this MOU, the parties shall meet to discuss work schedules of bargaining unit members. Meetings will be scheduled by mutual agreement but no less than once every other month, beginning in August 2024.

This Letter of Agreement shall expire upon the expiration of the term of this MOU.

**FOR THE UNION:**



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Alison Harma  
Assistant Executive Director

10/25/24  
Date

**FOR THE CITY:**



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Matthew W. Szabo  
City Administrative Officer

November 5, 2024  
Date