

**MEMORANDUM OF UNDERSTANDING  
FOR JOINT SUBMISSION TO THE CITY COUNCIL  
REGARDING THE  
CONFIDENTIAL ATTORNEYS UNIT  
(MOU NO. 31)**

**THIS MEMORANDUM OF UNDERSTANDING  
made and entered into this 24<sup>th</sup> day of September, 2019**

**BY AND BETWEEN**

**THE CITY OF LOS ANGELES**

**AND**

**INTERNATIONAL UNION OF OPERATING ENGINEERS,  
LOCAL 501, AFL-CIO**

**July 1, 2019 through June 30, 2022**

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### **APPENDICES**

- Appendix A – Operative July 1, 2019
- Appendix B – Operative July 7, 2019
- Appendix C – Operative July 5, 2020
- Appendix D – Operative July 4, 2021
- Appendix E – Operative January 16, 2022

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## **ARTICLE 1            RECOGNITION**

The City of Los Angeles (Management) hereby recognizes the International Union of Operating Engineers, Local 501, AFL-CIO (Union), as the exclusive representative of the employees in the Confidential Attorneys Unit (Unit), for which the Union was certified as the majority representative by the Employee Relations Board on July 22, 2013, subject to the right of each employee to represent himself or herself. The term "employee", as used herein, shall refer only to employees in the classifications listed in the Appendices as well as such classes as may be added hereafter to the Unit by the Employee Relations Board. The terms "Office" or "City Attorney" shall refer to Management.

## **ARTICLE 2            IMPLEMENTATION OF MEMORANDUM OF UNDERSTANDING**

This Memorandum of Understanding (MOU) constitutes a joint recommendation of Management and the Union. 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 (CAO) in writing that it has approved this MOU in its entirety.
- B.     The City Attorney has approved this MOU in its entirety.
- C.     The City Council has approved this MOU in its entirety.

## **ARTICLE 3            NON-DISCRIMINATION**

The parties mutually reaffirm their respective policies of non-discrimination in the treatment of any employee because of race, ethnicity, color, religion, creed, gender (including pregnancy, childbirth, breastfeeding, or medical conditions related to these areas), gender identity, gender expression, sexual orientation, LGBTQ+ identity, marital status, age (40 and over), actual or perceived disability (mental and physical) including HIV and AIDS, medical condition (cancer and genetic characteristics), genetic information, national origin (including language use restrictions), ancestry, political activities or political affiliation, military and veteran status, or by denying Family and Medical Leave Care or by engaging in retaliation for having filed a discrimination complaint, for participating in a discrimination investigation or for opposing discrimination.

Management and the Union agree that no employee shall be interfered with, intimidated, restrained, coerced or discriminated against because of Union activity and/or the exercise of any employee rights granted pursuant to LAAC Sections 4.845 and/or 4.857 (Employee Relations Ordinance).

## **ARTICLE 4            TERM**

The term of this MOU shall commence on the date when the terms and conditions for its effectiveness, as set forth in Article 2, Implementation of Memorandum of Understanding,

are fully met, but in no event shall said MOU become effective prior to 12:01 a.m. on July 1, 2019. This MOU shall expire and otherwise be fully terminated at midnight on June 30, 2022.

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 5, Calendar for Successor Memorandum of Understanding, and are continuing to meet and confer in good faith.

**ARTICLE 5                    CALENDAR FOR SUCCESSOR MEMORANDUM OF UNDERSTANDING**

In the event the Union or Management desires a successor MOU, the Union or Management shall send a written request to the other party to commence meet and confer sessions at any time after January 1, 2022. Meet and confer sessions shall promptly begin on a mutually agreed upon date.

**ARTICLE 6                    UNIT MEMBERSHIP LIST**

Management shall provide the Union, within thirty (30) calendar days from the effective date of this MOU and each thirty (30) calendar days thereafter, an alphabetized list of employees with the following information:

1. Name
2. Employee Identification Number
3. Original Hire Date
4. Bargaining Unit
5. Class Title
6. Class Code
7. Membership Status
8. Employing Department Title
9. Work Location (by department, office or bureau, as well as division if such information is readily available and a department legend)
10. Pay Rate (annual and biweekly)
11. Work Phone Number on file
12. Home Phone Number on file
13. Personal cellular phone number on file
14. Personal email address on file
15. Home Address on file

The Union agrees to indemnify and hold the City harmless from any liabilities of any nature that may arise as a result of the application of the provisions of this Article.

**ARTICLE 7                    NEW EMPLOYEE INFORMATION**

- A.     Management will distribute to each new employee written materials prepared, paid, and provided by the Union in order to provide information about the Union and Union membership. Management shall also provide the Union representative(s) access to its new employees by scheduling a mandatory meeting between the Union representatives and the new employee(s) on City time. Participation by the new employee in scheduled meetings shall be credited as HW (or equivalent payroll code).
  
- B.     Management shall provide written notice to the Union within ten (10) days following the hiring of every new employee and schedule the meeting with the Union representatives within ten (10) days of the employee’s actual start date.
  
- C.     Upon hiring, new employees shall be advised by management:
  - 1.     Your classification is represented by the International Union of Operating Engineers, Local 501, AFL-CIO (I.U.O.E., Local 501), in agreement with the Confidential City Attorneys of the City of Los Angeles;
  
  - 2.     I.U.O.E., Local 501 located at 2405 West Third Street, Los Angeles, California 90057, has been certified to meet and confer in good faith with Management on all matters pertaining to your wages, hours of work, employee benefits, and conditions of employment; and,
  
  - 3.     If you would like membership information or applications, or if you want any other additional information, telephone I.U.O.E., Local 501 at (213) 385-1561.

**ARTICLE 8                    SALARIES**

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

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

- Appendix A – July 1, 2019
- Appendix B – July 7, 2019
- Appendix C – July 5, 2020
- Appendix D – July 4, 2021
- Appendix E – January 16, 2022

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

A. SALARY SCHEDULE

1. Effective July 7, 2019, employees covered by this MOU shall receive a 2.9% salary increase. (Appendix B)
2. Effective July 5, 2020, employees covered by this MOU shall receive a 2.75% salary increase. (Appendix C)
3. Effective July 4, 2021, employees covered by this MOU shall receive a 2.0% salary increase. (Appendix D)
4. Effective January 16, 2022, employees covered by this MOU shall receive a 2.0% salary increase. (Appendix E)

B. SERVICE RECOGNITION

Effective January 5, 2020, employees classified as Deputy City Attorney III, Deputy City Attorney IV, and Assistant City Attorney on Step 15 for at least twelve (12) months, with the specified number of consecutive years of service in the Office of the City Attorney, shall receive additional compensation under the following schedule:

<u>Consecutive Years of Service in the Office of the City Attorney</u>	<u>Biweekly Amount</u>	<u>Annual Amount</u>
15 years, but less than 21 years	\$76.80	\$2,004.48
21 years, but less than 25 years	\$153.60	\$4,008.96
25 years or more	\$230.40	\$6,013.44

All payments are pensionable.

**ARTICLE 9 SALARY STEP ADVANCEMENT**

- A. Employees classified as Deputy City Attorney I shall, upon completion of one (1) year on a step of the range prescribed for that class, be advanced to the next higher step unless there is a finding by the City Attorney that an employee has rendered less than satisfactory service. Such employee shall not be advanced to the next higher step unless and until the City Attorney finds that the employee is rendering satisfactory service. In addition, the City Attorney may advance any employee within the range upon finding that such action is warranted.
- B. Under no circumstances shall an employee with satisfactory service spend more than six (6) years in the class of Deputy City Attorney I. After completion of the sixth (6<sup>th</sup>) year of satisfactory service in the class of Deputy City Attorney I, or after having served one (1) year of satisfactory service on the highest salary step for the class, the employee shall advance to Deputy City Attorney II.

- C. Employees classified as Deputy City Attorney II shall, upon completion of one (1) year in a step of the range established for the class, be advanced to the next higher step unless there is a finding by the City Attorney that an employee has rendered less than satisfactory service. Such employee shall not be advanced to the next higher step unless and until the City Attorney finds that the employee is rendering satisfactory service. In addition, the City Attorney may advance any employee within the range upon finding that such action is warranted.
- D. Under no circumstances shall an employee with satisfactory service spend more than six (6) years in the classification of Deputy City Attorney II. After completion of the sixth (6<sup>th</sup>) year of satisfactory service in the class of Deputy City Attorney II, or after having served one (1) year of satisfactory service on the highest step for the class, the employee shall advance to Deputy City Attorney III.
- E. Employees classified as Deputy City Attorney III shall, upon completion of one (1) year on a step of the range established for the class, be advanced to the next higher step unless there is a finding by the City Attorney that an employee has rendered less than satisfactory service. Such employee shall not be advanced to the next higher step unless and until the City Attorney finds that the employee is rendering satisfactory service. In addition, the City Attorney may advance any employee within the range upon finding that such action is warranted. Automatic step advancement upon a salary anniversary date shall cease when an employee in the class of Deputy City Attorney III reaches the top step of the salary range for the class. Advancement to Deputy City Attorney IV (or higher classification) shall require an affirmative action by the City Attorney.
- F. Employees classified as Deputy City Attorney IV shall, upon completion of one (1) year on a step of the range established for the class, be advanced to the next higher step unless there is a finding by the City Attorney that an employee has rendered less than satisfactory service. Such employee shall not be advanced to the next higher step unless and until the City Attorney finds that the employee is rendering satisfactory service. In addition, the City Attorney may advance any employee within the range upon finding that such action is warranted. Automatic step advancement upon a salary anniversary date shall cease when an employee in the class of Deputy City Attorney IV reaches the top step of the salary range for the class. Advancement to Assistant City Attorney (or higher classification) shall require an affirmative action by the City Attorney.
- G. Employees classified as Assistant City Attorney shall, upon completion of one (1) year on a step of the range established for the class, be advanced to the next higher step unless there is a finding by the City Attorney that an employee has rendered less than satisfactory service. Such employee shall not be advanced to the next higher step unless and until the City Attorney finds that the employee is rendering satisfactory service. In addition, the City Attorney may advance any employee within the range upon finding that such action is warranted.



- H. Upon advancement from a lower class to a higher class in accordance with the above provisions, the employee shall be placed on the salary step of the range of the higher class which results in a minimum of a five and one-half (5.5%) increase from the salary rate previously held in the lower class.
- I. The City Attorney has, subject to budgetary constraints and position authorities, the authority to promote attorneys or to advance them to higher pay steps.

## **ARTICLE 10           WORKING HOURS**

### **Fair Labor Standards Act - Exempt Employees**

Employees in this Unit qualify for exemption from the Fair Labor Standards Act (FLSA) overtime provisions based upon a special exception for lawyers, and therefore shall be treated as exempt employees as defined by the FLSA (29 CFR 541.314). Although said employees shall not receive paid overtime compensation, compensatory time off may be accrued in a manner described below.

- A. Each employee is required to work eighty (80) hours in any biweekly pay period, usually consisting of ten (10) eight-hour days, Monday through Friday. Within any biweekly pay period, an employee who does not work eight (8) hours on a particular day shall make up the deficiency in the same pay period by: (1) working more than eight (8) hours on another work day, (2) working on a weekend day or on a holiday, or (3) using vacation time or accrued compensatory time off. Management reserves the right to schedule or alter working hours.
- B. Whenever an employee is required to **work** in excess of eighty (80) hours in any biweekly pay period, including any holiday time, such excess hours shall be recorded, and the record thereof maintained in the Office of the City Attorney; provided, however, that the number of hours which may be accrued for any employee during the calendar year shall be limited to two hundred (200) hours at any given time during the calendar year; further provided that no period of less than one-half (1/2) hour shall be accrued and recorded on any particular day. In no event shall vacation time or sick leave count towards an employee's eighty (80) hour pay period for purposes of calculating excess hours worked under the provisions of this Article. Effective no later than the second full pay period following City Council adoption of this 2019-2022 MOU, the limit on the number of hours that may be accrued under this section for any employee during the calendar year shall be increased to two hundred eighty (280) hours at any given time during the calendar year.
- C. Effective January 1, 2017, any balance of accrued but unused hours, up to the amount of two hundred forty (240) hours, remaining at the end of a calendar year will be carried over to the next calendar year. However, any hours in excess of two hundred forty (240) remaining unused at the end of a calendar year shall be deemed waived and lost. Effective no later than the second full pay period following

City Council adoption of this 2019-2022 MOU, the limit on the balance of accrued but unused hours remaining at the end of a calendar year that will be carried over to the next calendar year shall increase to three hundred (300) hours. Any hours in excess of three hundred (300) remaining unused at the end of a calendar year shall be deemed waived and lost.

- D. With the consent of the City Attorney, any employee having excess hours accrued may take compensatory time off in an amount equal to the number of hours so recorded; but in no event shall an employee be permitted to take more than two hundred forty (240) hours of compensatory time off in a calendar year. Effective no later than the second full pay period following City Council adoption of this 2019-2022 MOU, the limit on the number of compensatory time off hours an employee is permitted to take in a calendar year under this section shall increase to three hundred (300) hours.

The request for such time off will be promptly approved by Management subject to the operating needs of the office if the request is made at least twenty-four (24) hours prior to the requested date. If an unforeseen operating requirement prevents the employee from taking such previously approved time off, Management shall reschedule the time off so that it can be taken on some other mutually satisfactory date.

- E. No employee shall be paid in cash for any accumulated excess hours, either during the period of employment or at the time of separation from City service.

## **ARTICLE 11 HEALTH AND DENTAL PLANS**

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

### **Section I – Health Plans**

The health plans offered and benefits provided by those plans shall be determined by the Personnel Department, in accordance with Los Angeles Administrative Code (LAAC) Section 4.303, upon the recommendation of the City's Joint Labor-Management Benefits Committee.

Management agrees to contribute for each full-time employee who is a member of the Los Angeles City Employees' Retirement System (LACERS) a monthly subsidy equal to the cost of his/her medical plan, not to exceed the Kaiser family rate (maximum monthly health care subsidy).

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

Effective January 1, 2017, members of this Unit shall pay ten percent (10%) of their monthly medical plan premium on a biweekly basis when the amount of their monthly premium for the medical plan in which they are enrolled is equal to or less than the amount of the City's maximum monthly health care subsidy.

In the event that members of this Unit are enrolled in a medical plan that has a monthly premium that exceeds the City's maximum monthly health care subsidy, then such members shall pay on a biweekly basis the total of the difference between the cost of their monthly medical plan premium and the City's maximum monthly health care subsidy, plus ten percent (10%) of the City's maximum monthly health care subsidy.

Management agrees to contribute for each half-time employee, as defined by LAAC Section 4.110 who became a member of LACERS after July 1, 1990, and for each employee who transfers from full-time to half-time status after July 1, 1990, a monthly subsidy not to exceed the Kaiser employee-only rate, toward the cost of his/her Flex Program medical plan.

Effective January 1, 2017, half-time employees in this Unit who are members of LACERS and are enrolled in a Flex Program medical plan shall pay ten percent (10%) of the monthly Kaiser employee-only rate on a biweekly basis, when the cost of their medical plan is at or below the amount of the Kaiser employee-only rate. When the cost of their medical plan is greater than the Kaiser employee-only rate, then half-time employees in this Unit who are enrolled in a Flex Program medical plan shall pay on a biweekly basis the difference between the cost of their monthly medical plan premium and the Kaiser employee-only rate, plus ten percent (10%) of the Kaiser employee-only rate.

Half-time employees who, prior to July 1, 1990, were receiving the same subsidy as full-time employees shall continue to receive the full-time employee subsidy and shall be eligible to receive any adjustments applied to that subsidy as provided in this Article as long as they do not have a break in service. In addition, such employees shall contribute ten percent (10%) toward the cost of their health care premium as described above for full-time employees.

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

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.

Full-time employees who work a temporary reduced schedule under the provisions of Article 12, Family and Medical Leave, shall continue to receive the full-time employee subsidy and shall be subject to any adjustments applied to that subsidy as provided in this Article as well as the required employee contribution toward the cost of their health care premium as described in this Article.

During the term of this MOU, the Joint Labor-Management Benefits Committee will review all rate changes and their impact on the Health Plans.

Effective January 1, 2020, the ten percent 10% contribution by Unit members described above shall be eliminated.

## **Section II – Dental Plans**

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

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

For each half-time employee, as defined by LAAC Section 4.110, who becomes a member of LACERS and for each employee who transfers from full-time to half-time status after July 1, 1990, 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. Half-time employees who, prior to July 1, 1990, were receiving the full employee-only subsidy shall continue to receive the full employee-only subsidy.

During the term of this MOU, the Joint Labor-Management Benefits Committee 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 complete a confidential affidavit to be filed in the Employee Benefits Office, Personnel Department, which shall be signed by the City employee and the domestic partner, declaring the existence of a domestic partnership.

## **Section IV – General Provisions**

An open enrollment period of at least thirty (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.

The parties mutually understand that the City will expend the above noted funds only for those employees who enroll in these plans and remain on active payroll status with the City, and that the City retains all rights to any unused funds which may be allocated for the purpose of implementing this Article.

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 and Medical Leave, under the provisions of Article 12 of this MOU, Management shall continue the City's medical and dental plan subsidies for employees who are enrolled in a City health and/or dental plan prior to the beginning of said leave. Employees shall be eligible for such continued subsidies while on a Family and Medical Leave in accordance with Article 12 herein. However, for any unpaid portion of Family or Medical Leave, health and/or dental plan subsidies shall be continued for a maximum of nine (9) pay periods, except while an employee is on a Pregnancy Disability Leave absence (up to four [4] months), Management shall continue the City's subsidy for her pregnancy health coverage (medical plan subsidy) in compliance with the provisions of SB 299 and AB 592 enacted in 2011.

### **Section VI – Benefit Protection Plan**

For employees who have approved disability claims (excluding those for work-related injuries) under the City's Flex disability insurance carrier, Management shall continue the City's medical, dental, and basic life insurance plan subsidies for a maximum of two (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 12            FAMILY AND MEDICAL LEAVE**

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

During the term of this MOU, up to four (4) months (nine [9] pay periods) of Family and 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 18), upon the request of the employee, or designation by Management, in accordance with applicable Federal or State law, notwithstanding any other provisions of this MOU or the LAAC to the contrary.

An employee may take leave under the provisions of this Article if he/she has a serious health condition that makes him/her unable to perform the functions of his/her position.

Leave under the provisions of this Article shall be limited to four (4) months (nine [9] pay periods) during a twelve (12) month period, regardless of the number of incidents. A twelve (12) month period shall begin on the first (1<sup>st</sup>) day of leave for each individual taking such leave. The succeeding twelve (12) month period will begin the first (1<sup>st</sup>) day of leave taken under the provisions of this Article after completion of the previous twelve (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) for childbirth disability and up to an additional four (4) months (nine [9] pay periods) for purposes of bonding. (See Section D of this Article.)

## B. Definitions

1. Spouse means a husband or wife as defined or recognized under State law for 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 mean parents-in-law. Persons who are in loco parentis include those with day-to-day responsibilities to care for or financially support a child, or in the case of a parent of an employee, that person who had such responsibility for the employee when the employee was a child. A biological or legal relationship is not necessary.
4. Child means a biological, adopted, or foster child, a stepchild, a legal ward or 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. Family Member includes immediate family as defined in Article 18.

## C. Eligibility

1. The provisions of this Article shall apply to all employees in this Unit who have been employed by the City for at least twelve (12) months and who have worked at least 1,250 hours during the twelve (12) months immediately preceding the beginning of the leave.

**Exception:** In accordance with Pregnancy Disability Leave 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) 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 or 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 his/her employing department at the time the leave is requested of the name and department of the second family member 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 limitations described above do not apply to leave taken by one (1) spouse or one (1) Domestic Partner to care for the other who is seriously ill, or to care for a child with a serious health condition.

#### D. **Conditions**

1. **Pregnancy** - 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.

In accordance with Pregnancy Disability Leave (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) 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.

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) 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". (The administration of such leave shall be in accordance with Sections C.2. and D.6 of this Article.)

2. **Adoption** - The start of a family leave for adoption shall begin on a date reasonably close to the date the child is placed in the custody of the employee. Leave for adoption or foster care of a child may also 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 shall begin on the date requested by the employee or designated by Management.
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 or designated by Management.
5. A **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) consecutive days involving continuing treatment by or under the supervision of a health care provider; or
  - c. Any period of incapacity (or treatment therefor) 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 or 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.
  - a. 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 his/her 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 of the LAAC during the duration of their part-time schedule.

- b. 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 such bonding leave for a time period of less than two weeks' duration. Any other form of intermittent leave, or work on a reduced schedule, for the purpose of bonding leave shall only be permitted at the discretion of Management. Bonding leave must be concluded within one (1) year of the birth or placement of the child.
7. If any employee requires another leave for a separate incident under the provisions of this Article during the same twelve (12) month period, a new request must be submitted.
8. A personal leave beyond the four (4) month (nine [9] pay periods) 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. **Workers' Compensation/IOD** - An employee receiving temporary workers' compensation benefits (either IOD or the rate provided in Division IV of the California Labor Code) who meets the eligibility requirements in C.1. of this Article shall automatically be considered to be on Family or Medical Leave, effective as of the first day of the employee's absence.
10. Management has the right to request and verify the certification of a serious health condition by a health care provider for a leave under the provisions of this Article. Management shall allow the employee at least fifteen (15) calendar days to obtain the medical certification.
11. Upon return from Family and Medical Leave, an employee shall be returned to his/her original job or to an equivalent job.

## **E. Notice Requirements**

### **1. Employee**

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

### **2. Management**

In response to employee's request for Family and 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 and Medical Leave entitlement, and any requirement for the employee to furnish medical certification. Management shall designate leave, paid or unpaid, taken by an employee as Family and Medical Leave-qualifying, regardless of whether or not the employee initiates a request to take Family and 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%), vacation, or non-FLSA compensatory time off 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 or non-FLSA compensatory time off available at the start of the leave shall be used prior to the use of time under c., d., and e. 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 non-FLSA compensatory time off may be used at the employee's discretion in accordance with a. and b. above. However, such non-FLSA compensatory time off shall be counted against the employee's four (4) month (nine [9] pay periods) Family and Medical Leave entitlement.

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

- a. Annual family illness sick leave up to twelve (12) days may be used at the employee's discretion. Such leave may be taken before or after the vacation or non-FLSA compensatory time off described respectively in b. and f. below.
- b. Accrued vacation available at the start of the leave shall be taken prior to the use of time under c., d., and e. 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 non-FLSA compensatory time off may be used at the employee's discretion in accordance with a. above. However, such non-FLSA compensatory time off shall be counted against the employee's four-month (nine [9] pay periods) Family and Medical Leave entitlement.

**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 or non-FLSA compensatory time off described respectively in c. and e. below.
- 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 time described in c. below.
- c. Accrued vacation time or non-FLSA compensatory time off.

- d. Unpaid leave.
- e. Accrued non-FLSA compensatory time off may be used at the employee's discretion in accordance with a. and c. above. However, such non-FLSA compensatory time off shall be counted against the employee's four (4) month (nine [9] pay period) Family and Medical Leave entitlement.

**G. Sick Leave Rate of Pay**

Payment for sick leave usage under F.1., 2., and 3. 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.

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 13 RETIREMENT BENEFITS**

**A. Benefits**

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

For employees hired on or after February 24, 2016, the retirement formula for LACERS Tier 3 and a flat-rated employee retirement contribution of seven percent (7%) shall be continued.

**B. Vested Retiree Health Benefits**

There is a retiree health benefit program, including a medical plan premium subsidy, for retired members of LACERS under LAAC Division 4, Chapter 11. Commencing July 1, 2011, the parties agree that the retiree medical plan premium

subsidy available under this program is a vested benefit, and retirees are authorized to receive increases to the medical plan premium subsidy in exchange for and subject to an agreement between the Union and the City for Union members to pay additional employee contributions.

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

With regard to LACERS Tier 1, as provided by LAAC Section 4.1111, the monthly Maximum Medical Plan Premium Subsidy, which represents the Kaiser two-party non-Medicare Part A and Part B premium, is vested. The entitlement to the maximum amount of the annual increase of the Maximum Medical Plan Premium Subsidy at an amount not less than the dollar increase in the Kaiser two-party non-Medicare Part A and Part B premium is vested and shall be granted for all members who made the additional contributions authorized by LAAC Section 4.1003(c).

With regard to LACERS Tier 3, LAAC Section 4.1080.3 provides that all Tier 3 members shall contribute to LACERS four percent (4%) of their pre-tax compensation earnable toward vested retiree health benefits.

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. The maximum amount of the annual increase authorized in LAAC Section 4.1126(b) is a vested benefit that shall be granted by the LACERS Board.

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

### **C. Procedure for Benefits Modification**

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

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

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

## **ARTICLE 14            SICK LEAVE BENEFITS**

Management's practices with regard to allowances for sick leave will be in accordance with LAAC Sections 4.126, 4.126.2, 4.127 and 4.128, and shall also comply with applicable sections of the California Labor Code, except where 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 immediate family member, as defined in the Family Illness article of this MOU.

### **A.        SICK LEAVE ACCRUAL AND USAGE**

#### **1.        Full-Time Employees**

- a.        Full-time employees shall begin accruing sick leave on the first day of employment. Employees shall accrue a total of one (1) day (8 hours) of sick leave at the end of the first (1<sup>st</sup>) month (thirty [30] calendar days) of employment and shall accrue one (1) additional day at the end of each subsequent month (thirty [30] calendar day period) worked until January 1. Beginning January 1, employees shall accrue sick leave as provided in Subsection A.1.b. of this Article. Employees may use their accrued sick leave beginning on the ninetieth (90<sup>th</sup>) day of City employment (ninety [90] calendar days from the date of hire).
- b.        Beginning the January 1 subsequent to the date of their initial City employment, full-time employees shall be provided ninety-six (96) hours at 100% of full pay and forty (40) hours at 75% of full pay each calendar year for sick leave, plus the hours of sick leave accrued and accumulated as provided in this Article.
- 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 eight hundred (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 eight hundred (800) hours, shall be compensated by a cash payment of 50% of the employee's salary rate current at the date of payment as soon as practicable after the end of each calendar year.

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

- d. Effective January 1, 1997, if a full-time employee retires from City service or, if a full-time employee who is eligible to retire on or after July 1, 1996, dies prior to retirement, any balance of accumulated sick leave at 100% of full pay up to a maximum of eight hundred (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. As of January 1, 1998, any unused balance of sick leave at 50% of full pay shall be frozen with no further credits or withdrawals permitted.

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

- f. If a full-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. 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 (1<sup>st</sup>) 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 ninetieth (90<sup>th</sup>) day of City employment (ninety [90] calendar days from the date of hire).

- b. Beginning the January 1 subsequent to the completion of twelve (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 ninety-six (96) hours at 100% of full pay and forty (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 twelve (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 eight hundred (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 eight hundred (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 eight hundred (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.



## B. PREVENTIVE MEDICAL TREATMENT

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

## C. FAMILY ILLNESS

1. The aggregate number of working days allowed in any one (1) calendar year with full pay shall not exceed in the aggregate twelve (12) working days in any one (1) calendar year. Such practice of allowance for leave of illness in family shall be in accordance with LAAC Section 4.127. Upon the adoption of a child, an employee will be permitted to use twelve (12) days of family illness sick leave.

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

2. The definition of "immediate family" shall include: the father, father-in-law, mother, mother-in-law, brother, sister, spouse, child, foster child, grandparents, grandchildren, step-parents, step-children of any employee of the City, great-grandparents, great-grandchildren, 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) 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 complete a confidential affidavit to be filed in the Employee Benefits Office, Personnel Department, which shall be signed by the City employee and the domestic partner, declaring the existence of a domestic partnership with a named domestic partner. No affidavit is required to secure family illness benefits arising from the illness or injury of a household member (any person residing in the immediate household of the employee at the time of the illness or injury).

## **ARTICLE 15 PERSONNEL FOLDERS**

An employee shall be entitled to review the contents of his/her official departmental personnel folder at reasonable intervals, upon request, during the hours when his/her personnel office is normally open for business. Management will continue its present practice with regard to providing employees with a copy of materials in the departmental personnel folder.

The employee may authorize a representative of the Union or his/her attorney (authorized party) to inspect his/her departmental personnel folder and/or obtain copies of the folder, upon written consent of the employee. The written consent must be provided by the

employee to the personnel office. The time to review the folder must be arranged by the authorized party. The authorized party may not remove any document in the folder. The employee or authorized party's review of the personnel folder shall not interfere with the normal business of the department.

No evaluatory or disciplinary document may be placed in an employee's personnel folder without his/her review and a copy of the document presented to the employee for his/her records. The employee shall acknowledge that he/she has reviewed and received a copy of the document by signing it, with the understanding that such signature does not necessarily indicate agreement with its contents. The employee shall have the right to respond in writing to any material placed in his/her personnel folder within forty-five (45) days after receipt of material. This provision shall not apply to documents placed in said folder prior to July 1, 1980.

Upon an employee's written request, a written reprimand or "Notice to Correct Deficiencies" (NTCD) will be sealed and not considered or referenced in subsequent disciplinary actions if after three (3) years following the issuance of the written reprimand or NTCD the employee has not been involved in any subsequent incidents that resulted in written corrective counseling or other management action.

Pursuant to the above paragraph, those documents, either removed from the personnel file or sealed, shall be available upon subpoena or other appropriate legal request.

## **ARTICLE 16            HOLIDAYS**

A.     The following days shall be treated as holidays:

1.     New Year's Day
2.     Martin Luther King'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.     Independence Day (July 4)
7.     Labor Day (the first Monday in September)
8.     Indigenous Peoples Day (the second Monday in October)
9.     Veteran's Day (November 11)
10.    Thanksgiving Day (the fourth Thursday in November)
11.    The Friday after Thanksgiving Day
12.    Christmas Day
13.    Any day or portion thereof declared to be a holiday by proclamation of the Mayor, and the concurrence of the City Council by resolution.
14.    Two unspecified holidays.

B.     When any holiday from 1 through 12 above falls on a Sunday, it shall be observed on the following Monday.

- C. When any holiday from 1 through 12 above falls on a Saturday, it shall be observed on the preceding Friday.
- D. Any holiday declared by proclamation of the Mayor shall not be deemed to advance the last scheduled working day before a holiday for purposes of computing any additional time off.
- E. The unspecified holidays shall be taken in accordance with the following requirements:
  - 1. The holidays must be taken in full normal working day increments of eight (8) hours during the calendar year in which they are credited or they 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 office. If an unforeseen operating requirement prevents the employee from taking such previously-approved holiday, Management shall reschedule the holiday so that it can be taken on some other mutually satisfactory date within the calendar year.
  - 2. Any break in service (i.e., resignation, discharge, retirement, suspension) prior to taking the holidays shall forfeit any right thereto.
  - 3. The holidays shall not be utilized to extend the date of any layoff.
  - 4. No employee shall be entitled to an unspecified holiday until he/she has completed six (6) months of satisfactory service.
  - 5. No employee shall receive more than two (2) unspecified holidays each calendar year.

## **ARTICLE 17            VACATIONS**

### **Section I – Vacation Accrual**

Each employee who has completed his/her qualifying year shall be entitled to the following number of vacation days with full pay, based on the number of years of City service completed, accrued and credited at the rates indicated, subject to deductions for absences as provided in LAAC Section 4.246:

Years of Service Completed	Number of Annual Vacation Days	Monthly Accrual Rate In Hours/Minutes	Total Annual Vacation Hours	Maximum Vacation Accrual In Hours as of 9/1/19	Vacation Lump Sum at the End of...	Lump Sum In Hours/Minutes
1 - 4	11	7:20	88	264	1 <sup>st</sup> Year	88:00
5 - 12	17	11:20	136	408	5 <sup>th</sup> Year	55:20
13	18	11:20	144	432	13 <sup>th</sup> Year	19:20
14	19	11:20	152	456	14 <sup>th</sup> Year	27:20
15	20	11:20	160	480	15 <sup>th</sup> Year	35:20
16	21	11:20	168	504	16 <sup>th</sup> Year	43:20
17	22	14:40	176	528	17 <sup>th</sup> Year	54:40
18	23	14:40	184	552	18 <sup>th</sup> Year	22:40
19 - 24	24	16:00	192	576	19 <sup>th</sup> Year	32:00
25 +	25	16:40	200	600	25 <sup>th</sup> Year	24:40

At the completion of the fifth (5<sup>th</sup>) year of City service, employees receive forty-eight (48) additional hours of vacation as a lump sum. At the completion of each year from the thirteenth (13<sup>th</sup>) through nineteenth (19<sup>th</sup>) year, and at the completion of the twenty-fifth (25<sup>th</sup>) year of City service, employees receive eight (8) additional hours of vacation as a lump sum.

## **Section II – Accumulation of Vacation Time**

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

Utilization of vacation time must have the approval of the appointing authority.

## **Section III – Active Military Service: Vacation Accrual during Leave and Cash-Out of Accrued Vacation at Commencement of Leave**

Employees called into active military service (other than temporary military service) shall, following their qualifying year of service for vacation, continue to accrue vacation during their military service, subject to the same maximum accrual requirements as active City employees. To avoid reaching maximum accrual during an extended leave, employees may request cash payment of accrued, but unused vacation time as of the date of the commencement of their military leave. Such request may be for all accrued time or a portion of their accrued time. The request for any cash payment must be made prior to the employee's first day of his/her leave of absence. Military orders or other evidence of call-up into the armed forces of the United States must be submitted with the request.

## **ARTICLE 18           BEREAVEMENT LEAVE**

An employee who is absent from work by reason of the death of a member of his/her immediate family shall, upon the approval of the appointing authority, be allowed a leave of absence with full pay for a maximum of three (3) working days for each occurrence of a death in the employee's immediate family. The employee shall be entitled to use this leave up to three hundred seventy (370) days from the date of the death of the qualifying family member. Bereavement Leave not used prior to three hundred seventy (370) calendar days from the date of said death shall be deemed waived and lost. Such employees shall furnish a death certificate or other satisfactory proof of the death to justify the absence. "Immediate family" shall include, father, father-in-law, mother, mother-in-law, brother, sister, spouse, child, grandfather, grandmother, stepparents, stepchildren, grandchildren, foster parent, foster child, any relative who resided in the employee's household, the domestic partner of an employee, and the following relatives of the domestic partner: mother, father, child, grandchild. For the purpose 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 complete a confidential affidavit to be filed in the Employee Benefits Office, Personnel Department, which shall be signed by the City employee only, declaring the existence of a domestic partnership with a named domestic partner.

In addition to the bereavement leave granted under this Article, upon the approval of Management, any employee who has accrued unused 100% sick leave shall be allowed 100% sick leave not to exceed two (2) working days per occurrence for the purpose of bereavement leave if it is necessary for the employee to travel a minimum of 1,500 miles one way, as calculated by the Automobile Association of America (AAA). Employees requesting the use of sick leave under this provision shall furnish satisfactory proof to Management of the distance traveled. Use of sick leave hours for bereavement leave shall not be counted as sick leave in any Sick Leave Use Monitoring Program.

## **ARTICLE 19           LEAVES OF ABSENCE**

### **A.       Military Leave**

Every employee who qualifies for and is granted military leave, whether temporary or otherwise, pursuant to the provisions of the Military and Veterans Code of the State of California shall, before being paid salary or compensation during such leave, or any part thereof, as provided in said Code, furnish to the City Attorney two certified copies of his/her orders, or in lieu thereof, shall furnish to the City Attorney upon forms provided by the Controller certified evidence of 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 Controller shall have power at any time to require such additional evidence as is satisfactory to him/her of the entry of such employee into

active service in such armed forces and of the actual performance by such employee of ordered military duty during all of 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 as that term is defined in LAAC Section 4.42(t) shall be required, provided, however, that service in any department having control of its own funds shall be counted in making such determination.

B. Religious Observance

An employee shall be allowed time off for observance of religious holidays unless the employee's absence substantially interferes with the performance of essential City services, such time off to be charged to accrued vacation, accumulated overtime or a floating holiday, if available, or to time off without pay; providing, however, that the City Attorney may allow such time to be made up by rescheduling of the employee's hours of work during the pay period in which the absence occurs. Management will accept requests for time off for these purposes at any time in advance of the date.

C. Jury Service

Any employee who is duly summoned to attend any court for the purpose of performing jury service or has been nominated and selected to serve on the Grand Jury of Los Angeles County shall, for those days during his or her scheduled working period during which jury service is actually performed and those days necessary to qualify for jury service, receive his or her regular salary. Provided, however, that any jury attendance fees received by the employee who receives regular salary pursuant to this provision, except those fees received for jury service performed on a regular day off or a holiday, shall be paid to the City and deposited in the General Fund. The absence of any employee for the purpose of performing jury service during his or her scheduled work period shall be deemed to be 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.

D. Civic Duty

Any employee who is served with a subpoena by a court of competent jurisdiction or an administrative body to appear as a witness during his or her scheduled working period, unless he or she is a party to the litigation or an expert witness, shall receive his or her regular salary. Provided, however, that 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 employee for the purpose of serving as a witness during his or her 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.

#### E. Other Leaves of Absence

The granting of a leave of absence for personal reasons is an exclusive right of Management. A leave is a privilege, not a right.

Employees may submit a request for a leave of absence to the City Attorney. Leaves will not be approved which exceed six (6) months. A six (6) month leave of absence can be extended, however, in increments of up to six (6) months at a time at the sole discretion of the City Attorney.

A leave, except where required by law, must not interfere or conflict with the work of the department. The length of service and quality of performance of the employee must merit such leave. All requests for "Personal Reasons" must be explained.

The final decision to grant or deny a leave rests with the City Attorney. All such leaves are without pay.

Management's past practice with respect to this leave shall continue during the term of this MOU. For Family and Medical Leave, see Article 12.

#### F. School Activity Leave

Amendments to the "Family School Partnership Act" that took effect on October 11, 2015, allow both full-time and part-time employees to take off up to forty (40) hours annually to participate in child-related activities for their own child, regardless of the number of children in the family. A Unit member 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 leave. Unit members are required to use vacation, compensatory time off, or time off without pay for this leave. Child-related activities include the following:

1. Finding, enrolling, or re-enrolling their child in a school or with a licensed child care provider, or participation in activities of the school or licensed child care provider. Not more than eight (8) hours in any given month may be used under these circumstances.

2. To address a school or child care provider emergency, if the Unit member gives notice. A school or child care provider emergency includes the following:
  - a. The school or child care provider has requested that the child be picked up due to an attendance policy that prohibits the child from attending, excluding planned holidays.
  - b. Behavioral problems.
  - c. Closure or unexpected unavailability of the school or child care provider, excluding planned holidays.
  - d. A natural disaster.
3. Unit members are required to provide their supervisors reasonable advance notice of anticipated absences for child-related activities. If both parents work for the same supervisor, the parent who gives notice first is the one entitled to the leave, unless the supervisor approves time off for both parents.
4. Supervisors may request that the Unit member provide documentation from the school or licensed child care provider verifying participation in activities on a particular date and time. The school or licensed child care provider determines the appropriate and reasonable form of the written verification.
5. No Unit member shall be discharged, threatened with discharge, demoted, suspended, or in any manner discriminated against in terms of conditions of employment due to their time off to participate in their child's school or child care provider activity.

## **ARTICLE 20            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. (City of Los Angeles Employee Relations Ordinance Sections 4.801 and 4.865) The parties agree that the following shall not be subject to the grievance procedure:

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

## **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 herein 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 his/her right to process his/her grievance because of Management-imposed limitations in scheduling meetings. The grievant may be represented during the grievance process in accordance with Article 21 of this MOU.

### **C. TIME, TIME LIMITS, AND WAIVERS**

"Business days" shall be defined as Monday through Friday, exclusive of City Holidays, as defined in Article 16 of this MOU.

The time limits set forth below in the "Grievance Process" and/or "Procedure for Grievances Affecting a Group of Employees" may be extended by mutual agreement. In addition, the grievant and Management may jointly waive any level of review from this grievance procedure.

### **D. MEDIATION**

At any step following the Informal Discussion in the grievance process, the Union and Management may mutually agree to participate in mediation, jointly submitting a written communication to the Employee Relations Board requesting that it 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, the 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 the 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 ten (10) business days to file an appeal to the next level in the procedure.

#### E. EXPEDITED ISSUES

To resolve issues at the appropriate level, the following issues will be automatically waived to the City Attorney level of the grievance process. Waiver to the City Attorney level precludes the need for an informal discussion with the employee's immediate supervisor. These issues shall be heard by the City Attorney or the City Attorney's designee.

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

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

## **GRIEVANCE PROCESS**

### **STEP 1 Issue Identification and INFORMAL DISCUSSION**

The grievant has the responsibility to discuss his/her grievance informally with his/her immediate supervisor. 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 ten (10) business days following the day the issue arose. The immediate supervisor will, upon a specific request of a grievant, discuss the grievance with the grievant at a mutually satisfactory time. The employee shall have the affirmative responsibility to inform the supervisor that the issue is being raised pursuant to this grievance procedure (unless the grievance involves an expedited issue pursuant to "E" above).

The immediate supervisor shall meet with the employee, secure clarification of the issue, consider the employee's proposed solution, and discuss possible alternative solutions and/or other administrative remedies. The immediate supervisor shall inform the department's personnel office, and the personnel director shall inform the Union of the grievance. The immediate supervisor shall respond verbally and in writing within ten (10) business days following the meeting with the employee. Failure of the supervisor to respond within the time limit shall entitle the employee to process the issue to the next step.

### **STEP 2 MANAGEMENT REVIEW**

If the issue is not resolved at Step 1, or jointly referred to another administrative procedure for resolution, the employee may, within ten (10) business days of receiving the response from the immediate supervisor, or the day after the last day of the response period provided for in Step 1, 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.

Management shall notify the Union of any formal grievance filed that involves the interpretation and/or application of the provisions of this MOU and a full-time Union Business Representative shall have the right to be present and participate in the discussion at any formal grievance meeting concerning such a grievance. If the full-time Union Business Representative elects to attend said grievance meeting, he/she shall inform the City Attorney's Management representative of his/her intention. The Union is to be notified of the resolution of all other formal grievances.

The manager, or appropriate designee, shall meet with the employee within ten (10) business days of the date of service of the grievance form at this Step to discuss the facts and solicit information on possible solutions or other appropriate administrative procedures. The manager will provide a written response to the 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 CITY ATTORNEY REVIEW

If the grievance is not resolved at Step 2, the employee may serve a written appeal to the City Attorney, or designee, within ten (10) business days following (a) receipt of the written response at Step 2, or (b) the day after the last day of the response period provided for in Step 2. The City Attorney or designee shall meet with the employee and his/her representative, if any, within ten (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 twenty (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 twenty (20) business days following (a) the date of service of the written response of the City Attorney or the designee, or (b) the day after 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 arbitrators furnished by the Employee Relations Board, within ten (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 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 may agree that the remedy may be applied to those employees upon their consent, if needed.

### **PROCEDURE:**

#### **STEP 1 FILING AND DISCUSSION**

The Union shall file the grievance in writing with the City Attorney, or designee, within twenty (20) business days following the day the issue arose. To the extent possible, the filing shall include the issue of the grievance, proposed solution(s), the names of the employees impacted by the issue, and the specific facts pertaining to each grievant. All employees participating in the grievance must waive their respective rights to file an individual grievance on the same issue by completing an individual grievance waiver form prior to the meeting with the City Attorney.

The City Attorney, or designee, shall provide written notification to the Employee Relations Division of the Office of the City Administrative Officer (CAO) of the receipt of the grievance. The City Attorney, or designee, shall meet with the Union within twenty (20) business days of receipt of the grievance to review the facts, solicit information on the proposed solution(s), or consider other appropriate administrative procedures. The City Attorney, or designee, may include Office 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 City Attorney, or designee, shall prepare a written response within twenty (20) business days of the meeting.

#### **STEP 2 ARBITRATION**

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 21            REPRESENTATION**

### Grievances

The Union may designate a reasonable number of Union Stewards who must be members of the Unit, and shall provide the City Attorney's Office with a written list of employees who have been so designated. Management will quarterly accept changes to the list presented by the Union. A Union Business Representative, or Union Steward, if the latter is so requested, may represent a grievant in the presenting of grievances at all levels of the grievance procedure. The grievant and the Union Steward may have a reasonable amount of paid time off for this purpose. However, the Union Steward will receive paid time off only if he/she is a Union Steward of record; is a member of the same bargaining unit and Union as the grievant; and is employed within a reasonable distance from the work location of the grievant.

In lieu of a Union Business Representative or Union Steward, the grievant may be represented by any privately retained attorney at all stages of Steps 1, 2, and 3 of the Grievance Procedure contained in Article 20.

If a Union Steward must leave his/her work location to represent a grievant, he/she shall first obtain written permission from his/her supervisor. Permission to leave will be granted unless such absence would cause an undue interruption of work. If such permission cannot be granted promptly, the Union Steward will be informed when time can be made available. Such time will not be more than forty-eight (48) hours, excluding scheduled days off and/or legal holidays, after the time of the Union Steward's request unless otherwise mutually agreed to. Denial of permission to leave at the time requested will automatically constitute an extension of time limits provided in grievance procedure herein, equal to the amount of the delay.

Time spent on grievances outside of regular working hours of the employee and/or the Union Steward shall not be counted as work time for any purpose. Whenever a grievance is to be presented during the working hours of the grievant and/or the Union Steward, only that amount of time necessary to bring about a prompt disposition of the grievance will be allowed.

No Union Steward shall be transferred because of activity performed on behalf of an employee in accordance with this Article.

### Investigations

Prior to conducting any investigatory interview with an employee that Management believes may result in disciplinary action against the employee, Management shall inform the employee of the general nature of the interview. The employee shall have a reasonable amount of time to obtain representation. The term "reasonable amount of time" means that the employee shall have a maximum of three (3) business days to choose a representative who is available to represent the employee at the interview. It is

the employee's responsibility to secure the attendance of his/her chosen representative at the interview. If he/she is unable to do so, the employee shall select another representative so that the interview may proceed. The representative may be the Union Business Representative, a Union Steward, Unit member, or outside legal counsel.

## **ARTICLE 22            PAYROLL DEDUCTION 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 or 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.

Said payroll deductions shall not be assessed in any biweekly pay period in which the affected employee is not compensated for a minimum of twenty (20) hours.

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 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 pursuant to Article 6 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 23 WORK ACCESS**

A Union staff representative shall have access to the facilities of the Office of the City Attorney during working hours for the purpose of assisting employees covered under the MOU in the presenting of grievances, in investigating complaints about working conditions, or in investigating matters arising out of the application of the provisions of this MOU. Said representative shall request authorization for such visit by contracting the designated representative of the City Attorney. In the event immediate access cannot be authorized, the designated representative shall inform the Union staff representative as to the time when access can be granted.

The Union shall give to the Office of the City Attorney and the CAO a written list of its staff representatives and shall keep such list current.

This Article shall not be construed as a limitation of the power of the City Attorney or his/her designee to restrict access to areas designated as secure or confidential.

**ARTICLE 24 BULLETIN BOARDS**

A. Management will provide bulletin board space at each work location which may be used by the Union for the following purposes:

1. Notices of Union meetings.
2. Notices of Union elections and their results.
3. Notices of Union events excluding any illegal activities.
4. Notices of official Union business and information.

- B. All other communications must receive approval by the designated representative of the City Attorney prior to posting.
- C. The Union shall place a removal date on all materials to be posted.
- D. Management may remove any and all Union notices or other communications that do not conform with the above provisions of this Article. If Management removes a notice or other communication, Management will immediately notify the Union and meet with the Union within 24 hours after removal to discuss the propriety of the notice or other communication in question, if the Union believes said removal is an unwarranted action. Management shall promptly return such notice or communication posting to the location from which it was removed within 24 hours if the original notice is deemed in conformity with this MOU.
- E. "Work location" shall be defined as a building and/or floor of a building where employees are regularly assigned.

**ARTICLE 25 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 City Attorney for action, neither the Union nor Management, nor their authorized representatives, will appear before the Mayor, City Council, Council Committees or City Attorney, nor meet with the Mayor, members of the City Council or the City Attorney individually to advocate any addition or deletion to the terms and conditions of this MOU. However, this Article shall not preclude the parties from meeting with the Mayor, City Council, Council Committee or City Attorney, to advocate or urge the adoption and approval of this MOU.

**ARTICLE 26 FULL UNDERSTANDING**

Management and the Union acknowledge that during the meet and confer process, each had the unlimited right and the 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 understand that any prior or existing understandings or agreements by the parties, whether formal or informal, are hereby superseded or terminated.

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 2.

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 terms and provisions.

## **ARTICLE 27 AUTHORIZED AGENTS**

For the purpose of administering the terms and provisions of this MOU:

- A. Address: International Union of Operating Engineers,  
Local No. 501, AFL-CIO  
2405 West Third Street  
Los Angeles, California 90057  
Telephone: (213) 385-1561
  
- B. Management's principal authorized agents shall be the City Administrative Officer or his duly authorized representative, and the City Attorney or his duly authorized representative.
  - 1. Address: City Administrative Officer  
Employee Relations Division  
Room 1200, City Hall East  
Los Angeles, California 90012  
Telephone: (213) 978-7676
  
  - 2. Address: City Attorney  
Administrative Services  
Room 800, City Hall East  
Los Angeles, California 90012  
Telephone: (213) 978-8366

## **ARTICLE 28 PROVISIONS OF LAW AND SEPARABILITY**

It is understood and agreed that this MOU is subject to all current applicable Federal and State laws, the City Charter, City ordinances, and any lawful rules and regulations enacted by the Civil Service Commission, Employee Relations Board, or similar independent commissions or the City. If any article, part or provision of this MOU is held to be invalid or unenforceable by the final judgment of a court of competent jurisdiction, said Article, part or provision shall be suspended and superseded by such applicable laws or regulations, and the remainder of this MOU shall not be affected thereby.

## **ARTICLE 29 INTRA-DEPARTMENTAL REASSIGNMENT OPPORTUNITIES**

The assignment of employees within the Office of the City Attorney is the exclusive right of the City Attorney.

Employees may submit written requests that they be automatically considered for reassignment to specific assignments, sections or division within the Office of the City

Attorney whenever a reassignment opportunity exists. Management need not select employees who have requested reassignment. However, Management will consider all reassignment requests on file for the positions involved prior to making its decision.

No member of this Unit shall be transferred for performing legitimate Union activities.

The parties agree the Office of the City Attorney has a managerial right to assign attorneys to its various operating units. The parties further agree this right will not be exercised for arbitrary, capricious or discriminatory disciplinary purposes (Horowitz ARB 499).

In the event the Office of the City Attorney determines it needs to involuntarily transfer an attorney who is a member of this Unit, it will provide advance notice to the affected member and the Union. Upon request of the member or the Union, the Office agrees to discuss the reasons for the proposed transfer and to engage in a good faith exploration of any reasonable alternatives. Following any such discussions, the Office may implement the transfer or take other alternative action. The participation of the Union or the affected member in such discussion shall not be construed as a waiver of any right of the affected member to file a grievance or seek other remedies.

## **ARTICLE 30 EMPLOYEE BENEFITS INFORMATION**

Management shall furnish to each employee in the Unit information listing sick leave, vacation and accumulated overtime balances through the D-Time application in the City's payroll system.

## **ARTICLE 31 PROFESSIONAL BAR DUES/FEEES**

### **A. California State Bar Dues**

The City shall make advance payment to the State Bar of California for the required dues, other than the penalty assessments, for every employee in the classifications listed in Appendix A on January 15 of each calendar year. Attached to the advance payment shall be a statement to the Controller that substantiation will follow within thirty (30) days. Within thirty (30) days after payment by the City for the required dues, the Office of the City Attorney shall submit such documentation as determined by the City Controller to substantiate the advance payment.

Persons entitled to defrayal of State Bar dues shall present to the City Attorney's Office the statement received from the State Bar prior to each January 15. Late submittal may be deemed a waiver by the attorney to have the City pay his/her Bar dues for that particular year.

### **State Bar Assessments**

During the term of this 2019-2022 MOU, the City agrees to pay State Bar of California assessment(s) required to remain licensed to practice law up to a cumulative maximum

of \$500.00 per attorney for the term of this MOU. If the State Bar assessment(s) exceeds this amount, at the request of the Union, the parties will meet and discuss payment of the additional assessment.

The parties agree any discussions and the results therein shall neither be subject to impasse proceedings, nor shall they be grievable or arbitrable.

The payment of any State Bar Assessment(s) is separate, and in addition to, the California State Bar Dues.

**B. Los Angeles County Bar or California State Bar Specialized Section Dues**

Management will reimburse each employee up to a maximum amount of \$100.00 for fiscal years 2019/2020, and 2020/2021, toward the cost of membership dues in the Los Angeles County Bar Association and/or toward the cost of belonging to a specialized section of the State Bar of California, or de-unified California State Bar Sections (CSBS) if such section fees are separated from the State Bar. This amount will increase to \$120.00 effective fiscal year 2021/2022. Failure to submit a claim for reimbursement by June 1 of each fiscal year will be deemed a waiver by the employee to receive reimbursement for that fiscal year.

**C. Federal Court Fees**

In the event an attorney is required to pay an application fee, or other similar type fee, in order to practice law in a Federal court on behalf of the City, Management shall reimburse the attorney for the full amount of such fee(s).

**D. Professional Development Reimbursement**

1. Effective January 1, 2017, Management shall reimburse Unit members for the cost of Minimum Continuing Legal Education (MCLE) courses, including costs for registration fees, travel, lodging, and per diem related to MCLE approved courses, workshops, seminars and conferences up to a maximum of \$1,250 per calendar year per Unit member for calendar years 2019 and 2020. Such reimbursement shall only be paid for training after attendance upon submission by the employee of documentation of claimed expenses, including the MCLE provider-issued certificate of participation and Management's approval of such documentation.

Effective fiscal year 2021/2022, the annual Professional Development Reimbursement amount shall be increased from \$1,250 to \$1,500 for each attorney.

2. Effective calendar year 2020 (January 1, 2020), the use of this reimbursement amount will be expanded for professional development to allow for the purchase of the following items if dedicated exclusively for the

conduct of City business and upon provision of proper documentation of purchase:

- a. Training (MCLE and other professional/career development training and materials, including travel and lodging)
  - b. Laptop/tablet - Electronic devices must comply with City (including, as applicable, Proprietary Department) software/hardware and internet use security standards/protocols before use, and must be dedicated to the employee's City duties. Employees may purchase only devices supported by City/Proprietary Department Information Technology staff. Employees should check with City Attorney and/or Proprietary Department Information Technology staff prior to purchasing any hardware/software to assure the product is supported by City/Proprietary Department and will be in compliance with the requirements standards/protocols. Employees shall be responsible for the cost of any software necessary for a device to work on the City/Proprietary network. Questions regarding the purchase of a laptop or tablet should be directed to City Attorney Information Technology staff. Laptop/Tablet purchased under this provision is considered City property and must be returned upon departure from the Office of the City Attorney.
  - c. Professional associations dues, Los Angeles County Bar Associations dues, specialized section dues
  - d. Books/practice guides/reference guides
  - e. Software (e.g., CEQA, Crime Finder, maps)
  - f. Certification exam fees
3. Effective calendar year 2020 (January 1, 2020), at the discretion of the Office, an attorney may request advancement of costs for MCLE training when such costs equal or exceed \$500.00. This advancement is subject to the following conditions:
- a. An Attorney is permitted only one (1) stipend advancement per calendar year.
  - b. Advancement is for tuition/registration for an MCLE-approved course. Travel and other expenses are not included.
  - c. Course subject must be directly related to work performed by the Office of the City Attorney.

## **ARTICLE 32           USE OF CITY FACILITIES**

City facilities may be used by the Union with the prior approval of Management for the purpose of holding meetings, if such facilities can be made available without disrupting the normal operations of the departments, offices, or bureaus affected. Participating employees will attend such meetings on their own time. The Union will pay such usual and customary fee(s) and/or other charges as are required by the City. Such charges normally cover rental, special set-ups, cleanups, and security services.

## **ARTICLE 33           MILEAGE**

When an employee is authorized to use his/her own vehicle, pursuant to LAAC Division 4, Chapter 5, Article 2, in the performance of his/her duties, such employee shall be reimbursed for his/her transportation expenses at the standard mileage allowance as determined by the Internal Revenue Service (IRS) for each mile traveled in any biweekly pay period.

The CAO shall notify the Controller of changes to the IRS standard mileage allowance rate as appropriate.

## **ARTICLE 34           CITY-UNION RELATIONSHIP**

In consideration of the mutual desire of the parties to promote and ensure harmonious relations, the City agrees that there shall be no lockout or the equivalent of members of the Union, and the Union and its members agree that there shall be no strike, slowdown, or other concerted action resulting in the withholding of service by the members during the term of this MOU. Should such a strike, slowdown, or concerted action by Union members occur, the Union shall immediately instruct its members to return to work. It is mutually understood and agreed that the City has the right to take disciplinary action, including discharge, against any employee who participates in any manner in any strike or slowdown, picketing on any paid City time in support of a strike, or other concerted action resulting in the withholding of service by the members during the term of this MOU. The curtailing of operations by the City in whole or part for operational or economic reasons shall not be construed as a lockout.

The provisions of this Article shall not detract in any way from any restrictions imposed by law on strikes and other types of work stoppages by public employees.

## **ARTICLE 35           WORKERS' COMPENSATION**

The City shall provide Workers' Compensation benefits in accordance with LAAC Section 4.104, except that salary continuation payments during absences for temporary disability conditions shall be in an amount equal to the employee's regular biweekly, take-home pay at the time of incurring the disability condition. For purposes of this Article, take-home pay shall be defined as an employee's biweekly gross salary rate less the mandatory deduction for Federal and State income tax withholding and employee retirement

contributions. The employee will be able to make adjustments in his/her voluntary deductions while on temporary disability leave but will not be able to change the amount normally deducted for State and Federal income taxes, unless the employee has changed those deductions to those which he/she is legally entitled to take within ten (10) days of the commencement of any disability leave, or within ten (10) days of any change in dependents. This Article shall not affect employees who are receiving Workers' Compensation pay in accordance with LAAC Section 4.104 prior to August 16, 1995.

#### **ARTICLE 36            LIFE INSURANCE**

A term life insurance benefit equal to approximately one-year's salary will continue to be provided at no cost to employees who were members of either MOU 29 or 31 at any time prior to January 15, 2014. Such benefit may be provided by affording additional appropriate flexible benefit credits to employees for utilization in the City's flexible benefit program.

Effective January 1, 2020, the term life insurance benefit described in this Article shall be made available for all Unit members. This benefit shall not be retroactive and may be subject to state and federal supplemental taxation.

#### **ARTICLE 37            CONTRACTING OUT**

City Attorney management will submit all proposals to contract out Unit work to the Contracting Clearinghouse established by the CAO as soon as is practicable. No Unit employee shall be laid off nor authorized positions in the Unit reduced as a result of contracting out legal services.

#### **ARTICLE 38            DEFERRED COMPENSATION PLAN - ACCRUED LEAVE DEFERRAL OPTION**

Under the City's Deferred Compensation Plan (DCP), members who are eligible for and participate in the DCP may contribute a portion or all of their compensated accrued leave to the DCP at the time of retirement through the Accrued Leave Deferral Option.

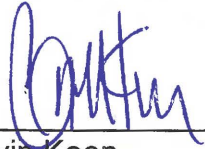
Such contributions shall be subject to applicable provisions for accrued leave contributions adopted by the City's Board of Deferred Compensation Administration codified in the DCP Plan Document, and consistent with all applicable Federal laws and regulations, including annual contribution limits.

Elections to make these contributions must occur no later than the month prior to the date a Unit member receives his/her accrued leave payment and prior to the actual termination of employment by retirement date. For details, Unit members should contact the Deferred Compensation Plan Service Center.




IN WITNESS WHEREOF, the parties hereto have cause their duly authorized representatives to execute this Memorandum of Understanding the day, month, and year above written.


**FOR THE UNION:**

  
\_\_\_\_\_  
Gavin Koon  
Business Representative

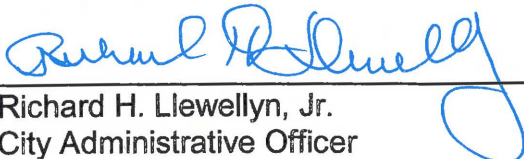
7/25/2019  
Date

  
\_\_\_\_\_  
Thomas O'Mahar  
President

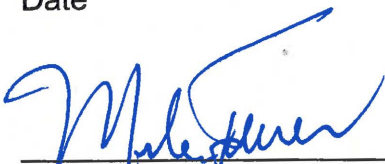
  
\_\_\_\_\_  
Edward J. Curly  
Business Manager and  
General Vice President

  
\_\_\_\_\_  
Wendy Gentz  
Designated Bargaining Representative  
Confidential Attorneys Unit

**FOR THE CITY:**

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

9/24/19  
Date

  
\_\_\_\_\_  
Michael N. Feuer  
City Attorney

9/24/19  
Date

**Approved as to Form and Legality:**

  
\_\_\_\_\_  
Phyllis L. Henderson  
Office of the City Attorney

9/24/19  
Date

APPENDIX A

MOU 31 - SALARIES EFFECTIVE July 1, 2019

CLASS CODE	CLASS/RANGE		1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
0543-0	Deputy City Attorney I 3978	HR	\$ 39.78	\$ 40.87	\$ 42.00	\$ 43.16	\$ 44.34	\$ 45.56	\$ 46.81	\$ 48.10	\$ 49.42	\$ 50.78	\$ 52.18	\$ 53.61	\$ 55.09	\$ 56.60	\$ 58.16
		BW	\$ 3,182.40	\$ 3,269.60	\$ 3,360.00	\$ 3,452.80	\$ 3,547.20	\$ 3,644.80	\$ 3,744.80	\$ 3,848.00	\$ 3,953.60	\$ 4,062.40	\$ 4,174.40	\$ 4,288.80	\$ 4,407.20	\$ 4,528.00	\$ 4,652.80
		YR	\$ 83,060.64	\$ 85,336.56	\$ 87,696.00	\$ 90,118.08	\$ 92,581.92	\$ 95,129.28	\$ 97,739.28	\$ 100,432.80	\$ 103,188.96	\$ 106,028.64	\$ 108,951.84	\$ 111,937.68	\$ 115,027.92	\$ 118,180.80	\$ 121,438.08
0544-0	Deputy City Attorney II 4888	HR	\$ 48.88	\$ 50.22	\$ 51.61	\$ 53.03	\$ 54.49	\$ 55.99	\$ 57.53	\$ 59.11	\$ 60.74	\$ 62.41	\$ 64.13	\$ 65.89	\$ 67.71	\$ 69.57	\$ 71.49
		BW	\$ 3,910.40	\$ 4,017.60	\$ 4,128.80	\$ 4,242.40	\$ 4,359.20	\$ 4,479.20	\$ 4,602.40	\$ 4,728.80	\$ 4,859.20	\$ 4,992.80	\$ 5,130.40	\$ 5,271.20	\$ 5,416.80	\$ 5,565.60	\$ 5,719.20
		YR	\$ 102,061.44	\$ 104,859.36	\$ 107,761.68	\$ 110,726.64	\$ 113,775.12	\$ 116,907.12	\$ 120,122.64	\$ 123,421.68	\$ 126,825.12	\$ 130,312.08	\$ 133,903.44	\$ 137,578.32	\$ 141,378.48	\$ 145,262.16	\$ 149,271.12
0545-0	Deputy City Attorney III 6398	HR	\$ 63.98	\$ 65.74	\$ 67.55	\$ 69.41	\$ 71.32	\$ 73.28	\$ 75.30	\$ 77.37	\$ 79.50	\$ 81.69	\$ 83.93	\$ 86.24	\$ 88.61	\$ 91.05	\$ 93.55
		BW	\$ 5,118.40	\$ 5,259.20	\$ 5,404.00	\$ 5,552.80	\$ 5,705.60	\$ 5,862.40	\$ 6,024.00	\$ 6,189.60	\$ 6,360.00	\$ 6,535.20	\$ 6,714.40	\$ 6,899.20	\$ 7,088.80	\$ 7,284.00	\$ 7,484.00
		YR	\$ 133,590.24	\$ 137,265.12	\$ 141,044.40	\$ 144,928.08	\$ 148,916.16	\$ 153,008.64	\$ 157,226.40	\$ 161,548.56	\$ 165,996.00	\$ 170,568.72	\$ 175,245.84	\$ 180,069.12	\$ 185,017.68	\$ 190,112.40	\$ 195,332.40
0546-0	Deputy City Attorney IV 7338	HR	\$ 73.38	\$ 75.40	\$ 77.47	\$ 79.60	\$ 81.79	\$ 84.04	\$ 86.35	\$ 88.72	\$ 91.16	\$ 93.67	\$ 96.24	\$ 98.89	\$ 101.61	\$ 104.40	\$ 107.28
		BW	\$ 5,870.40	\$ 6,032.00	\$ 6,197.60	\$ 6,368.00	\$ 6,543.20	\$ 6,723.20	\$ 6,908.00	\$ 7,097.60	\$ 7,292.80	\$ 7,493.60	\$ 7,699.20	\$ 7,911.20	\$ 8,128.80	\$ 8,352.00	\$ 8,582.40
		YR	\$ 153,217.44	\$ 157,435.20	\$ 161,757.36	\$ 166,204.80	\$ 170,777.52	\$ 175,475.52	\$ 180,298.80	\$ 185,247.36	\$ 190,342.08	\$ 195,582.96	\$ 200,949.12	\$ 206,482.32	\$ 212,161.68	\$ 217,987.20	\$ 224,000.64
0547-0	Assistant City Attorney 8053	HR	\$ 80.53	\$ 82.74	\$ 85.02	\$ 87.36	\$ 89.76	\$ 92.23	\$ 94.76	\$ 97.37	\$ 100.04	\$ 102.79	\$ 105.62	\$ 108.52	\$ 111.51	\$ 114.58	\$ 117.73
		BW	\$ 6,442.40	\$ 6,619.20	\$ 6,801.60	\$ 6,988.80	\$ 7,180.80	\$ 7,378.40	\$ 7,580.80	\$ 7,789.60	\$ 8,003.20	\$ 8,223.20	\$ 8,449.60	\$ 8,681.60	\$ 8,920.80	\$ 9,166.40	\$ 9,418.40
		YR	\$ 168,146.64	\$ 172,761.12	\$ 177,521.76	\$ 182,407.68	\$ 187,418.88	\$ 192,576.24	\$ 197,858.88	\$ 203,308.56	\$ 208,883.52	\$ 214,625.52	\$ 220,534.56	\$ 226,589.76	\$ 232,832.88	\$ 239,243.04	\$ 245,820.24

**APPENDIX B**

**MOU 31 - SALARIES EFFECTIVE July 7, 2019**

CLASS CODE	CLASS/RANGE		1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
0543-0	Deputy City Attorney I 4094	HR	\$ 40.94	\$ 42.07	\$ 43.22	\$ 44.41	\$ 45.63	\$ 46.88	\$ 48.17	\$ 49.49	\$ 50.86	\$ 52.26	\$ 53.70	\$ 55.18	\$ 56.69	\$ 58.25	\$ 59.85
		BW	\$ 3,275.20	\$ 3,365.60	\$ 3,457.60	\$ 3,552.80	\$ 3,650.40	\$ 3,750.40	\$ 3,853.60	\$ 3,959.20	\$ 4,068.80	\$ 4,180.80	\$ 4,296.00	\$ 4,414.40	\$ 4,535.20	\$ 4,660.00	\$ 4,788.00
		YR	\$ 85,482.72	\$ 87,842.16	\$ 90,243.36	\$ 92,728.08	\$ 95,275.44	\$ 97,885.44	\$ 100,578.96	\$ 103,335.12	\$ 106,195.68	\$ 109,118.88	\$ 112,125.60	\$ 115,215.84	\$ 118,368.72	\$ 121,626.00	\$ 124,966.80
0544-0	Deputy City Attorney II 5031	HR	\$ 50.31	\$ 51.69	\$ 53.12	\$ 54.58	\$ 56.08	\$ 57.62	\$ 59.21	\$ 60.84	\$ 62.51	\$ 64.23	\$ 66.00	\$ 67.82	\$ 69.68	\$ 71.60	\$ 73.57
		BW	\$ 4,024.80	\$ 4,135.20	\$ 4,249.60	\$ 4,366.40	\$ 4,486.40	\$ 4,609.60	\$ 4,736.80	\$ 4,867.20	\$ 5,000.80	\$ 5,138.40	\$ 5,280.00	\$ 5,425.60	\$ 5,574.40	\$ 5,728.00	\$ 5,885.60
		YR	\$ 105,047.28	\$ 107,928.72	\$ 110,914.56	\$ 113,963.04	\$ 117,095.04	\$ 120,310.56	\$ 123,630.48	\$ 127,033.92	\$ 130,520.88	\$ 134,112.24	\$ 137,808.00	\$ 141,608.16	\$ 145,491.84	\$ 149,500.80	\$ 153,614.16
0545-0	Deputy City Attorney III 6584	HR	\$ 65.84	\$ 67.65	\$ 69.51	\$ 71.42	\$ 73.39	\$ 75.41	\$ 77.48	\$ 79.61	\$ 81.80	\$ 84.05	\$ 86.36	\$ 88.73	\$ 91.18	\$ 93.69	\$ 96.26
		BW	\$ 5,267.20	\$ 5,412.00	\$ 5,560.80	\$ 5,713.60	\$ 5,871.20	\$ 6,032.80	\$ 6,198.40	\$ 6,368.80	\$ 6,544.00	\$ 6,724.00	\$ 6,908.80	\$ 7,098.40	\$ 7,294.40	\$ 7,495.20	\$ 7,700.80
		YR	\$ 137,473.92	\$ 141,253.20	\$ 145,136.88	\$ 149,124.96	\$ 153,238.32	\$ 157,456.08	\$ 161,778.24	\$ 166,225.68	\$ 170,798.40	\$ 175,496.40	\$ 180,319.68	\$ 185,268.24	\$ 190,383.84	\$ 195,624.72	\$ 200,990.88
0546-0	Deputy City Attorney IV 7552	HR	\$ 75.52	\$ 77.60	\$ 79.73	\$ 81.92	\$ 84.18	\$ 86.49	\$ 88.87	\$ 91.31	\$ 93.83	\$ 96.41	\$ 99.06	\$ 101.78	\$ 104.58	\$ 107.46	\$ 110.41
		BW	\$ 6,041.60	\$ 6,208.00	\$ 6,378.40	\$ 6,553.60	\$ 6,734.40	\$ 6,919.20	\$ 7,109.60	\$ 7,304.80	\$ 7,506.40	\$ 7,712.80	\$ 7,924.80	\$ 8,142.40	\$ 8,366.40	\$ 8,596.80	\$ 8,832.80
		YR	\$ 157,685.76	\$ 162,028.80	\$ 166,476.24	\$ 171,048.96	\$ 175,767.84	\$ 180,591.12	\$ 185,560.56	\$ 190,655.28	\$ 195,917.04	\$ 201,304.08	\$ 206,837.28	\$ 212,516.64	\$ 218,363.04	\$ 224,376.48	\$ 230,536.08
0547-0	Assistant City Attorney 8285	HR	\$ 82.85	\$ 85.13	\$ 87.47	\$ 89.88	\$ 92.35	\$ 94.89	\$ 97.50	\$ 100.18	\$ 102.94	\$ 105.77	\$ 108.68	\$ 111.67	\$ 114.74	\$ 117.90	\$ 121.14
		BW	\$ 6,628.00	\$ 6,810.40	\$ 6,997.60	\$ 7,190.40	\$ 7,388.00	\$ 7,591.20	\$ 7,800.00	\$ 8,014.40	\$ 8,235.20	\$ 8,461.60	\$ 8,694.40	\$ 8,933.60	\$ 9,179.20	\$ 9,432.00	\$ 9,691.20
		YR	\$ 172,990.80	\$ 177,751.44	\$ 182,637.36	\$ 187,669.44	\$ 192,826.80	\$ 198,130.32	\$ 203,580.00	\$ 209,175.84	\$ 214,938.72	\$ 220,847.76	\$ 226,923.84	\$ 233,166.96	\$ 239,577.12	\$ 246,175.20	\$ 252,940.32

APPENDIX C

MOU 31 - SALARIES EFFECTIVE July 5, 2020

CLASS CODE	CLASS/RANGE		1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
0543-0	Deputy City Attorney I 4206	HR	\$ 42.06	\$ 43.22	\$ 44.41	\$ 45.63	\$ 46.89	\$ 48.18	\$ 49.50	\$ 50.86	\$ 52.26	\$ 53.70	\$ 55.17	\$ 56.69	\$ 58.25	\$ 59.85	\$ 61.50
		BW	\$ 3,364.80	\$ 3,457.60	\$ 3,552.80	\$ 3,650.40	\$ 3,751.20	\$ 3,854.40	\$ 3,960.00	\$ 4,068.80	\$ 4,180.80	\$ 4,296.00	\$ 4,413.60	\$ 4,535.20	\$ 4,660.00	\$ 4,788.00	\$ 4,920.00
		YR	\$ 87,821.28	\$ 90,243.36	\$ 92,728.08	\$ 95,275.44	\$ 97,906.32	\$ 100,599.84	\$ 103,356.00	\$ 106,195.68	\$ 109,118.88	\$ 112,125.60	\$ 115,194.96	\$ 118,368.72	\$ 121,626.00	\$ 124,966.80	\$ 128,412.00
0544-0	Deputy City Attorney II 5172	HR	\$ 51.72	\$ 53.14	\$ 54.60	\$ 56.10	\$ 57.64	\$ 59.23	\$ 60.85	\$ 62.52	\$ 64.24	\$ 66.01	\$ 67.82	\$ 69.69	\$ 71.60	\$ 73.57	\$ 75.59
		BW	\$ 4,137.60	\$ 4,251.20	\$ 4,368.00	\$ 4,488.00	\$ 4,611.20	\$ 4,738.40	\$ 4,868.00	\$ 5,001.60	\$ 5,139.20	\$ 5,280.80	\$ 5,425.60	\$ 5,575.20	\$ 5,728.00	\$ 5,885.60	\$ 6,047.20
		YR	\$ 107,991.36	\$ 110,956.32	\$ 114,004.80	\$ 117,136.80	\$ 120,352.32	\$ 123,672.24	\$ 127,054.80	\$ 130,541.76	\$ 134,133.12	\$ 137,828.88	\$ 141,608.16	\$ 145,512.72	\$ 149,500.80	\$ 153,614.16	\$ 157,831.92
0545-0	Deputy City Attorney III 6766	HR	\$ 67.66	\$ 69.52	\$ 71.43	\$ 73.39	\$ 75.41	\$ 77.48	\$ 79.61	\$ 81.80	\$ 84.05	\$ 86.36	\$ 88.74	\$ 91.18	\$ 93.69	\$ 96.27	\$ 98.91
		BW	\$ 5,412.80	\$ 5,561.60	\$ 5,714.40	\$ 5,871.20	\$ 6,032.80	\$ 6,198.40	\$ 6,368.80	\$ 6,544.00	\$ 6,724.00	\$ 6,908.80	\$ 7,099.20	\$ 7,294.40	\$ 7,495.20	\$ 7,701.60	\$ 7,912.80
		YR	\$ 141,274.08	\$ 145,157.76	\$ 149,145.84	\$ 153,238.32	\$ 157,456.08	\$ 161,778.24	\$ 166,225.68	\$ 170,798.40	\$ 175,496.40	\$ 180,319.68	\$ 185,289.12	\$ 190,383.84	\$ 195,624.72	\$ 201,011.76	\$ 206,524.08
0546-0	Deputy City Attorney IV 7760	HR	\$ 77.60	\$ 79.73	\$ 81.93	\$ 84.18	\$ 86.50	\$ 88.88	\$ 91.32	\$ 93.83	\$ 96.41	\$ 99.06	\$ 101.79	\$ 104.59	\$ 107.47	\$ 110.43	\$ 113.46
		BW	\$ 6,208.00	\$ 6,378.40	\$ 6,554.40	\$ 6,734.40	\$ 6,920.00	\$ 7,110.40	\$ 7,305.60	\$ 7,506.40	\$ 7,712.80	\$ 7,924.80	\$ 8,143.20	\$ 8,367.20	\$ 8,597.60	\$ 8,834.40	\$ 9,076.80
		YR	\$ 162,028.80	\$ 166,476.24	\$ 171,069.84	\$ 175,767.84	\$ 180,612.00	\$ 185,581.44	\$ 190,676.16	\$ 195,917.04	\$ 201,304.08	\$ 206,837.28	\$ 212,537.52	\$ 218,383.92	\$ 224,397.36	\$ 230,577.84	\$ 236,904.48
0547-0	Assistant City Attorney 8513	HR	\$ 85.13	\$ 87.47	\$ 89.88	\$ 92.35	\$ 94.89	\$ 97.50	\$ 100.18	\$ 102.93	\$ 105.77	\$ 108.68	\$ 111.67	\$ 114.74	\$ 117.90	\$ 121.14	\$ 124.47
		BW	\$ 6,810.40	\$ 6,997.60	\$ 7,190.40	\$ 7,388.00	\$ 7,591.20	\$ 7,800.00	\$ 8,014.40	\$ 8,234.40	\$ 8,461.60	\$ 8,694.40	\$ 8,933.60	\$ 9,179.20	\$ 9,432.00	\$ 9,691.20	\$ 9,957.60
		YR	\$ 177,751.44	\$ 182,637.36	\$ 187,669.44	\$ 192,826.80	\$ 198,130.32	\$ 203,580.00	\$ 209,175.84	\$ 214,917.84	\$ 220,847.76	\$ 226,923.84	\$ 233,166.96	\$ 239,577.12	\$ 246,175.20	\$ 252,940.32	\$ 259,893.36

APPENDIX D

MOU 31 - SALARIES EFFECTIVE July 4, 2021

CLASS CODE	CLASS/RANGE		1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
0543-0	Deputy City Attorney I 4290	HR	\$ 42.90	\$ 44.08	\$ 45.29	\$ 46.54	\$ 47.82	\$ 49.14	\$ 50.49	\$ 51.88	\$ 53.31	\$ 54.78	\$ 56.28	\$ 57.83	\$ 59.42	\$ 61.05	\$ 62.73
		BW	\$ 3,432.00	\$ 3,526.40	\$ 3,623.20	\$ 3,723.20	\$ 3,825.60	\$ 3,931.20	\$ 4,039.20	\$ 4,150.40	\$ 4,264.80	\$ 4,382.40	\$ 4,502.40	\$ 4,626.40	\$ 4,753.60	\$ 4,884.00	\$ 5,018.40
		YR	\$ 89,575.20	\$ 92,039.04	\$ 94,565.52	\$ 97,175.52	\$ 99,848.16	\$ 102,604.32	\$ 105,423.12	\$ 108,325.44	\$ 111,311.28	\$ 114,380.64	\$ 117,512.64	\$ 120,749.04	\$ 124,068.96	\$ 127,472.40	\$ 130,980.24
0544-0	Deputy City Attorney II 5274	HR	\$ 52.74	\$ 54.19	\$ 55.68	\$ 57.21	\$ 58.78	\$ 60.40	\$ 62.06	\$ 63.77	\$ 65.52	\$ 67.32	\$ 69.17	\$ 71.07	\$ 73.03	\$ 75.04	\$ 77.10
		BW	\$ 4,219.20	\$ 4,335.20	\$ 4,454.40	\$ 4,576.80	\$ 4,702.40	\$ 4,832.00	\$ 4,964.80	\$ 5,101.60	\$ 5,241.60	\$ 5,385.60	\$ 5,533.60	\$ 5,685.60	\$ 5,842.40	\$ 6,003.20	\$ 6,168.00
		YR	\$ 110,121.12	\$ 113,148.72	\$ 116,259.84	\$ 119,454.48	\$ 122,732.64	\$ 126,115.20	\$ 129,581.28	\$ 133,151.76	\$ 136,805.76	\$ 140,564.16	\$ 144,426.96	\$ 148,394.16	\$ 152,486.64	\$ 156,683.52	\$ 160,984.80
0545-0	Deputy City Attorney III 6900	HR	\$ 69.00	\$ 70.90	\$ 72.85	\$ 74.85	\$ 76.91	\$ 79.03	\$ 81.20	\$ 83.43	\$ 85.73	\$ 88.09	\$ 90.51	\$ 93.00	\$ 95.56	\$ 98.19	\$ 100.89
		BW	\$ 5,520.00	\$ 5,672.00	\$ 5,828.00	\$ 5,988.00	\$ 6,152.80	\$ 6,322.40	\$ 6,496.00	\$ 6,674.40	\$ 6,858.40	\$ 7,047.20	\$ 7,240.80	\$ 7,440.00	\$ 7,644.80	\$ 7,855.20	\$ 8,071.20
		YR	\$ 144,072.00	\$ 148,039.20	\$ 152,110.80	\$ 156,286.80	\$ 160,588.08	\$ 165,014.64	\$ 169,545.60	\$ 174,201.84	\$ 179,004.24	\$ 183,931.92	\$ 188,984.88	\$ 194,184.00	\$ 199,529.28	\$ 205,020.72	\$ 210,658.32
0546-0	Deputy City Attorney IV 7917	HR	\$ 79.17	\$ 81.35	\$ 83.58	\$ 85.88	\$ 88.24	\$ 90.67	\$ 93.16	\$ 95.72	\$ 98.35	\$ 101.05	\$ 103.83	\$ 106.69	\$ 109.62	\$ 112.63	\$ 115.73
		BW	\$ 6,333.60	\$ 6,508.00	\$ 6,686.40	\$ 6,870.40	\$ 7,059.20	\$ 7,253.60	\$ 7,452.80	\$ 7,657.60	\$ 7,868.00	\$ 8,084.00	\$ 8,306.40	\$ 8,535.20	\$ 8,769.60	\$ 9,010.40	\$ 9,258.40
		YR	\$ 165,306.96	\$ 169,858.80	\$ 174,515.04	\$ 179,317.44	\$ 184,245.12	\$ 189,318.96	\$ 194,518.08	\$ 199,863.36	\$ 205,354.80	\$ 210,992.40	\$ 216,797.04	\$ 222,768.72	\$ 228,886.56	\$ 235,171.44	\$ 241,644.24
0547-0	Assistant City Attorney 8684	HR	\$ 86.84	\$ 89.23	\$ 91.68	\$ 94.20	\$ 96.79	\$ 99.45	\$ 102.19	\$ 105.00	\$ 107.89	\$ 110.86	\$ 113.91	\$ 117.04	\$ 120.26	\$ 123.57	\$ 126.97
		BW	\$ 6,947.20	\$ 7,138.40	\$ 7,334.40	\$ 7,536.00	\$ 7,743.20	\$ 7,956.00	\$ 8,175.20	\$ 8,400.00	\$ 8,631.20	\$ 8,868.80	\$ 9,112.80	\$ 9,363.20	\$ 9,620.80	\$ 9,885.60	\$ 10,157.60
		YR	\$ 181,321.92	\$ 186,312.24	\$ 191,427.84	\$ 196,689.60	\$ 202,097.52	\$ 207,651.60	\$ 213,372.72	\$ 219,240.00	\$ 225,274.32	\$ 231,475.68	\$ 237,844.08	\$ 244,379.52	\$ 251,102.88	\$ 258,014.16	\$ 265,113.36

APPENDIX E

MOU 31 - SALARIES EFFECTIVE January 16, 2022

CLASS CODE	CLASS/RANGE		1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
0543-0	Deputy City Attorney I 4376	HR	\$ 43.76	\$ 44.96	\$ 46.20	\$ 47.47	\$ 48.78	\$ 50.12	\$ 51.50	\$ 52.92	\$ 54.37	\$ 55.87	\$ 57.40	\$ 58.98	\$ 60.60	\$ 62.27	\$ 63.98
		BW	\$ 3,500.80	\$ 3,596.80	\$ 3,696.00	\$ 3,797.60	\$ 3,902.40	\$ 4,009.60	\$ 4,120.00	\$ 4,233.60	\$ 4,349.60	\$ 4,469.60	\$ 4,592.00	\$ 4,718.40	\$ 4,848.00	\$ 4,981.60	\$ 5,118.40
		YR	\$ 91,370.88	\$ 93,876.48	\$ 96,465.60	\$ 99,117.36	\$ 101,852.64	\$ 104,650.56	\$ 107,532.00	\$ 110,496.96	\$ 113,524.56	\$ 116,656.56	\$ 119,851.20	\$ 123,150.24	\$ 126,532.80	\$ 130,019.76	\$ 133,590.24
0544-0	Deputy City Attorney II 5379	HR	\$ 53.79	\$ 55.27	\$ 56.79	\$ 58.35	\$ 59.96	\$ 61.61	\$ 63.30	\$ 65.04	\$ 66.83	\$ 68.67	\$ 70.56	\$ 72.50	\$ 74.49	\$ 76.54	\$ 78.64
		BW	\$ 4,303.20	\$ 4,421.60	\$ 4,543.20	\$ 4,668.00	\$ 4,796.80	\$ 4,928.80	\$ 5,064.00	\$ 5,203.20	\$ 5,346.40	\$ 5,493.60	\$ 5,644.80	\$ 5,800.00	\$ 5,959.20	\$ 6,123.20	\$ 6,291.20
		YR	\$ 112,313.52	\$ 115,403.76	\$ 118,577.52	\$ 121,834.80	\$ 125,196.48	\$ 128,641.68	\$ 132,170.40	\$ 135,803.52	\$ 139,541.04	\$ 143,382.96	\$ 147,329.28	\$ 151,380.00	\$ 155,535.12	\$ 159,815.52	\$ 164,200.32
0545-0	Deputy City Attorney III 7040	HR	\$ 70.40	\$ 72.34	\$ 74.33	\$ 76.37	\$ 78.47	\$ 80.63	\$ 82.85	\$ 85.13	\$ 87.47	\$ 89.88	\$ 92.35	\$ 94.89	\$ 97.50	\$ 100.18	\$ 102.94
		BW	\$ 5,632.00	\$ 5,787.20	\$ 5,946.40	\$ 6,109.60	\$ 6,277.60	\$ 6,450.40	\$ 6,628.00	\$ 6,810.40	\$ 6,997.60	\$ 7,190.40	\$ 7,388.00	\$ 7,591.20	\$ 7,800.00	\$ 8,014.40	\$ 8,235.20
		YR	\$ 146,995.20	\$ 151,045.92	\$ 155,201.04	\$ 159,460.56	\$ 163,845.36	\$ 168,355.44	\$ 172,990.80	\$ 177,751.44	\$ 182,637.36	\$ 187,669.44	\$ 192,826.80	\$ 198,130.32	\$ 203,580.00	\$ 209,175.84	\$ 214,938.72
0546-0	Deputy City Attorney IV 8075	HR	\$ 80.75	\$ 82.97	\$ 85.25	\$ 87.59	\$ 90.00	\$ 92.48	\$ 95.02	\$ 97.63	\$ 100.32	\$ 103.08	\$ 105.91	\$ 108.82	\$ 111.82	\$ 114.90	\$ 118.05
		BW	\$ 6,460.00	\$ 6,637.60	\$ 6,820.00	\$ 7,007.20	\$ 7,200.00	\$ 7,398.40	\$ 7,601.60	\$ 7,810.40	\$ 8,025.60	\$ 8,246.40	\$ 8,472.80	\$ 8,705.60	\$ 8,945.60	\$ 9,192.00	\$ 9,444.00
		YR	\$ 168,606.00	\$ 173,241.36	\$ 178,002.00	\$ 182,887.92	\$ 187,920.00	\$ 193,098.24	\$ 198,401.76	\$ 203,851.44	\$ 209,468.16	\$ 215,231.04	\$ 221,140.08	\$ 227,216.16	\$ 233,480.16	\$ 239,911.20	\$ 246,488.40
0547-0	Assistant City Attorney 8859	HR	\$ 88.59	\$ 91.03	\$ 93.53	\$ 96.10	\$ 98.74	\$ 101.46	\$ 104.25	\$ 107.12	\$ 110.06	\$ 113.09	\$ 116.20	\$ 119.40	\$ 122.68	\$ 126.05	\$ 129.52
		BW	\$ 7,087.20	\$ 7,282.40	\$ 7,482.40	\$ 7,688.00	\$ 7,899.20	\$ 8,116.80	\$ 8,340.00	\$ 8,569.60	\$ 8,804.80	\$ 9,047.20	\$ 9,296.00	\$ 9,552.00	\$ 9,814.40	\$ 10,084.00	\$ 10,361.60
		YR	\$ 184,975.92	\$ 190,070.64	\$ 195,290.64	\$ 200,656.80	\$ 206,169.12	\$ 211,848.48	\$ 217,674.00	\$ 223,666.56	\$ 229,805.28	\$ 236,131.92	\$ 242,625.60	\$ 249,307.20	\$ 256,155.84	\$ 263,192.40	\$ 270,437.76

LETTER OF AGREEMENT

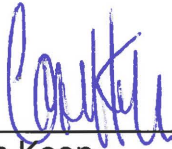
2019-2022 MEMORANDUM OF UNDERSTANDING NO. 31

**ONE-TIME PROFESSIONAL DEVELOPMENT REIMBURSEMENT**

Management shall reimburse Unit members for the cost of Professional Development pursuant to Article 31, Section D, up to a maximum of \$750.00 for the six month period between January 1, 2021, and June 30, 2021, prior to the start of the Professional Development Reimbursement increase in the subsequent fiscal year.

Such reimbursement shall be paid for upon submission by the employee of documentation of claimed expenses, including the MCLE provider-issued certificate of participation and Management's approval of such documentation.

**FOR THE ASSOCIATION:**

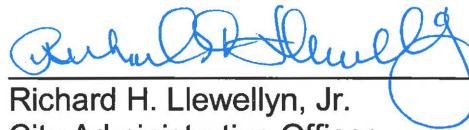


\_\_\_\_\_  
Gavin Koon  
Business Representative

9/20/2019

Date

**FOR THE CITY:**



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

9/24/19

Date

**Approved as to Form and Legality:**



\_\_\_\_\_  
Office of the City Attorney

9/24/19

Date

LETTER OF AGREEMENT

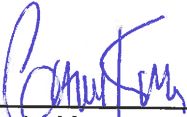
2019-2022 MEMORANDUM OF UNDERSTANDING NO. 31

**PAID PARENTAL LEAVE PILOT PROGRAM**

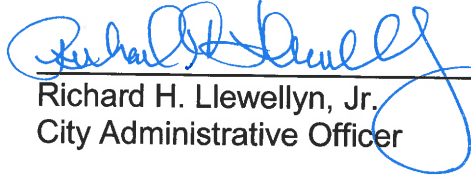
The parties agree to meet and discuss a paid parental leave pilot program. The parties shall meet no later than thirty 30 days following City Council adoption of this Memorandum of Understanding or some other date mutually agreed upon by the parties.

**FOR THE ASSOCIATION:**

**FOR THE CITY:**



\_\_\_\_\_  
Gavin Koon  
Business Representative



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

9/18/2019

Date

9/21/19

Date



\_\_\_\_\_  
Leela A. Kapur  
Exec. Assistant City Attorney

9/25/19

Date

**Approved as to Form and Legality:**



\_\_\_\_\_  
Office of the City Attorney

9/24/19

Date



LETTER OF AGREEMENT

2019-2022 MEMORANDUM OF UNDERSTANDING NO. 31

TELECOMMUTE PILOT PROGRAM

Parties to agree to discuss the possibility and parameters of a telecommute program. The parties shall meet on a date mutually agreed upon by the parties.

**FOR THE ASSOCIATION:**

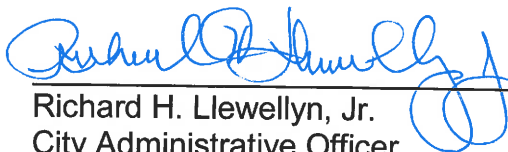
**FOR THE CITY:**



\_\_\_\_\_  
Gavin Koon  
Business Representative

9/18/2019

\_\_\_\_\_  
Date



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

9/24/19

\_\_\_\_\_  
Date



\_\_\_\_\_  
Leela A. Kapur  
Exec. Assistant City Attorney

9/25/19

\_\_\_\_\_  
Date

**Approved as to Form and Legality:**



\_\_\_\_\_  
Office of the City Attorney

9/24/19

\_\_\_\_\_  
Date