

AMENDMENT NO. 2

**MEMORANDUM OF UNDERSTANDING
SENIOR ADMINISTRATIVE AND ADMINISTRATIVE ANALYSTS UNIT (MOU 61)**

**AMENDMENT NO. 2 to Memorandum of Understanding No. 61
made and entered into this 2nd day of June 2023**

BY AND BETWEEN

THE CITY OF LOS ANGELES

AND

FISCAL AND POLICY PROFESSIONALS ASSOCIATION

June 23, 2019 – DECEMBER 31, 2023

MOU AMENDMENT NO. 2
SENIOR ADMINISTRATIVE AND ADMINISTRATIVE ANALYSTS UNIT (MOU 61)

The Fiscal and Policy Professionals Association and the City of Los Angeles have reached agreement on the addition of Juneteenth as a paid City Holiday. The MOU is hereby amended as follows.

The following subsections of Article 7.5 – Holidays and Holiday Pay are **amended** as follows:

ARTICLE 7.5 HOLIDAYS AND HOLIDAY PAY

Article 7.5 is amended by revising the following paragraphs to read:

- A. Notwithstanding LAAC Section 4.119, the following days shall be treated as holidays:
1. New Year's Day (January 1)
 2. Martin Luther King, Jr.'s Birthday (the third Monday in January)
 3. Memorial Day (the last Monday in May)
 4. **Juneteenth (June 19)**
 5. Independence Day (July 4)
 6. Labor Day (the first Monday in September)
 7. Indigenous Peoples Day (the second Monday in October)
 8. Veteran's Day (November 11)
 9. Thanksgiving Day (the fourth Thursday in November)
 10. The Friday after Thanksgiving Day
 11. Christmas Day (December 25)
 12. Any day or portion thereof declared to be a holiday by proclamation of the Mayor with the concurrence of the City Council by resolution.
 13. Four unspecified (floating) holidays in each calendar year.
- B. When any holiday from 1 through **11** above falls on a Sunday, it shall be observed on the following Monday.
- C. When any holiday from 1 through **11** above falls on a Saturday, it shall be observed on the preceding Friday.
- E. Whenever a holiday from 1 through **11** above occurs during an employee's regular scheduled work week, eight hours of paid leave shall be credited for the purpose of computing overtime pay for work performed after forty hours.
- F. Whenever a holiday listed under **12** or **13** above occurs during an employee's regularly scheduled work week, the appropriate number of hours of paid leave shall

be credited for the purpose of computing overtime pay for work performed after forty hours.

- H. Holiday Premium Pay – Any FLSA non-exempt full-time employee who works on any holiday listed above will receive eight hours (or portion thereof as specified above in A.12.) of holiday pay and one and one-half the hourly rate for all hours worked on the observed holiday; provided, however, that the employee has (1) worked his/her assigned shift immediately before, and his/her assigned shift immediately after the holiday, or (2) prior to such holiday, Management has authorized the employee to take paid leave time off in lieu of the requirement to work said shifts. Any employee who fails to meet either of these requirements will be paid at the rate of one hour for each hour worked. Employees shall not receive both overtime and Holiday Premium Pay (as defined herein) for the same hours.
- I. An employee who works (1) in excess of eight hours on any holiday listed from 1 through 11 above, or (2) in excess of any day or portion thereof declared to be a holiday by proclamation of the Mayor shall be paid at the appropriate holiday premium pay rate for his/her class. Employees shall not receive both overtime and holiday premium pay for the same hours.
- L. The unspecified holidays shall be taken in accordance with the following requirements:
 - 6. No employee shall receive more than the number of unspecified holidays in A.13. above. Thus, (a) an employee transferring from the Department of Water and Power (DWP) to any other City department, office or bureau will not receive an unspecified holiday after taking such holiday prior to leaving the DWP, and (b) employees who resign or are terminated and then rehired during the same calendar year, will not receive an additional unspecified holiday when rehired.

All other provisions of Article 7.5 remain unchanged.

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Except for the amendment specified herein, Articles and/or provisions of the 2019-2023 MOU No. 61 shall remain in full force and effect during the term of the MOU.

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

FOR THE UNION:



Soozy Rios Bellenot, President
Fiscal and Policy Professionals Association

5/24/2023
Date

FOR THE CITY:



Matthew W. Szabo
City Administrative Officer

June 2, 2023
Date

Approved as to Form and Legality:



For the City Attorney

6/1/2023
Date