AMENDMENT NO. 1

MEMORANDUM OF UNDERSTANDING NO. 37
REGARDING THE
EXECUTIVE ADMINISTRATIVE ASSISTANTS UNIT

THIS AMENDMENT NO. 1 to the 2007-2012 Executive Administrative Assistants Unit Memorandum of Understanding No. 37 is made and entered into this 26th day of October, 2009

BY AND BETWEEN

THE HEADS OF DEPARTMENTS, OFFICES OR BUREAUS REPRESENTED HEREIN (hereinafter referred to as "Management")

AND THE

THE AMERICAN FEDERATION OF STATE, COUNTY, AND MUNICIPAL EMPLOYEES, AFL-CIO (hereinafter referred to as "Union" or "AFSCME")

AMENDMENT NO. 1
EXECUTIVE ADMINISTRATIVE ASSISTANTS UNIT
2007-2012 MEMORANDUM OF UNDERSTANDING (MOU) NO. 37

To reflect agreement reached by the parties on October 26, 2009, in amending the 2007-2012 MOU to extend the term of the MOU through June 30, 2014, and to provide for new salary effective dates and rates, Articles 1, 20, 29, 31, 35, 39, 45, 52, and Appendices A-H are hereby amended as follows.

ARTICLE 1 RECOGNITION

The last paragraph of Article 1 is amended in its entirety to read:

> The term "employee" or "employees" as listed herein, shall refer only to employees in the classifications listed in Appendices A through H as well as such classes as may be added hereafter to the Unit by the Employee Relations Board.

All other provisions of Article 1 remain unchanged.

ARTICLE 20 CALENDAR FOR SUCCESSOR MEMORANDUM OF UNDERSTANDING

Article 20 is amended in its entirety to read:

> In the event the Union or Management desires a successor MOU, said party shall serve upon the other between April 1, 2014 and April 30, 2014 its written proposals for such successor MOU. Meet and confer sessions shall begin no later than thirty (30) calendar days following submittal of the proposals.

ARTICLE 29 OVERTIME

A new paragraph is added to section D. to read:

Effective the start of the payperiod following City Council approval of this MOU amendment and ending June 30, 2010, employees may accumulate up to 240 hours of compensatory time off (CTO). Notwithstanding the language in the paragraph above, Management may require employees to use CTO at any time prior to June 30, 2010.

All other provisions of Article 29 remain unchanged.

ARTICLE 31 SICK LEAVE BENEFITS

A new Section E. is added to Article 31 to read:

E. <u>Excess Sick Leave Payment for 2010</u>

> Notwithstanding Section 4.126, subsection (b) of the LAAC, any sick leave at full pay remaining unused at the end of the 2009 calendar year, which, if added to an

employee's accumulated sick leave at full pay, will exceed 800 hours, shall be compensated at 50% of the employee's salary rate in effect as of December 31, 2009, with payment made to the employee during the 2010-2011 fiscal year.

All other provisions of Article 31 remain unchanged.

ARTICLE 35 RETIREMENT BENEFITS

Paragraph A. of Article 35 is amended in its entirety to read:

A. **Benefits**

Effective July 1, 2007 to the start of the payperiod following the effective date of the ordinance implementing the Early Retirement Incentive Program (ERIP), for employees hired prior to January 1, 1983, retirement benefits including the Beta Retirement formula and subsidies of: (1) one-half the employee's retirement contribution rates, and (2) an additional two-percent (2%) of compensation earnable after the one-half subsidy, shall be continued. For employees hired January 1, 1983, and thereafter, the Beta Retirement Formula and a flat-rated employee retirement contribution of six percent (6%) shall be continued.

Effective at the start of the payperiod following the effective date of the ordinance implementing the ERIP through June 30, 2011, for employees hired prior to January 1, 1983, the Beta Retirement Formula shall be continued and a flat-rated employee retirement contribution of six percent (6%) shall be implemented. For employees hired January 1, 1983, and thereafter, the Beta Retirement Formula and a flat-rated employee retirement contribution of six percent (6%) shall be continued.

Effective July 1, 2011 through June 20, 2026, for all employees regardless of their date of hire, the Beta Retirement Formula shall be continued and a flat-rated employee retirement contribution of 7.0 percent (7.0%) shall be implemented. The employee retirement contribution shall return to six percent (6%) in accordance with the ERIP Agreement of October 26, 2009.

All other provisions of Article 35 remain unchanged.

ARTICLE 39 TERM

The first paragraph of Article 39 is amended in its entirety to read:

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, 2007. This MOU shall expire and otherwise be fully terminated at 11:59 p.m. on June 30, 2014.

All other provisions of Article 39 remain unchanged.

ARTICLE 45 SALARIES

Article 45 is amended in its entirety to read:

A. The parties to this MOU jointly recommend to the City Council approval of the salaries set forth in Appendices A through H.

B. The salaries set forth in Appendices A through H shall become operative as follows:

Appendix A - July 1, 2007	Appendix E - July 1, 2010
Appendix B - January 1, 2008	Appendix F - July 1, 2011
Appendix C - July 1, 2008	Appendix G - July 1, 2012
Appendix D - July 1, 2009	Appendix H - July 1, 2013

ADDITIONAL SALARY ADJUSTMENTS

C. **Employees in Classes with 5-Step Salary Ranges (Full-Time or Half-Time Status)**

1. Effective January 1, 2012, Unit employees who have at least twelve (12) months of service at step 5 of the salary range in their current classification on or after January 1, 2012 shall receive a salary adjustment of 2.75%.

2. Effective January 1, 2013, Unit employees at step 5 of the salary range for their classification who received the salary adjustment provided for in C.1 above shall receive an additional salary adjustment of 2.75% twelve months after receiving the adjustment in C.1.

3. Effective January 1, 2014, Unit employees at step 5 of the salary range for their classification who received the salary adjustment provided for in C.2 above shall receive an additional salary adjustment of 2.75% twelve months after receiving the adjustment in C.2.

The above adjustments shall be included in determining salary step placement under Los Angeles Administrative Code Section 4.91.

ADDITIONAL CASH PAYMENTS

D. **Full-Time Employees Only**

1. A one-time cash payment will be provided between November 1, 2011, and December 31, 2011, in a single separate check as a lump sum, calculated at 1.75% of the employee's annual base salary rate (excluding bonuses) in effect as of November 1, 2011.

2. A one-time cash payment will be provided between November 1, 2012, and December 31, 2012, in a single separate check as a lump sum, calculated at 1.75% of the employee's annual base salary rate (excluding bonuses) in effect as of November 1, 2012.

ARTICLE 52 WORK SCHEDULES

Article 52 is amended to add the following paragraphs:

Notwithstanding any provisions above or in the Los Angeles Administrative Code, the regular work schedules of full-time employees in classes listed in Appendices A – H will be 76.5 hours per payperiod commencing the first day of payperiod 10 (October 25, 2009) and ending the last day of payperiod 26 (June 19, 2010).

Employees eligible for overtime pursuant to this MOU, shall continue to be credited only after 40 hours of compensated time in a workweek.

If, due to operational necessity, a full-time, non-FLSA exempt employee is assigned by Management to work more than 76.5 hours in any payperiod, his/her work hours shall be reduced in future payperiods so that the employee's work hours have been reduced for a total of 59.5 hours between October 25, 2009 and June 19, 2010.

All other provisions of Article 52 remain unchanged.

Except for the Articles and Appendices amended herein, all other Articles, provisions, and Appendices of the 2007-2012 MOU 37, shall remain in full force and effect during the new July 1, 2007 through June 30, 2014 term of the MOU.

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute this Amendment No. 1 to the 2007-2012 MOU No. 37 the day, month, and year written below.

Local 3672, AFSCME
Executive Administrative Assistants
Representatives

Cheryl Parisi

Cheryl Parisi, Executive Director
AFSCME District Council 36

Date 10/26/09

Debbie Kindred, President

Date_____

City of Los Angeles

Miguel A. Santana

Miguel A. Santana
City Administrative Officer

Date 10/26/09

Approved as to Form

FOR THE CITY ATTORNEY:

Erin B. Houston

10-26-09
Date

APPENDIX A

Operative on July 1, 2007

CLASS CODE		TITLE	SALARY RANGE	ANNUAL RANGE	
1117	2	Executive Administrative Assistant II	2613	54,559-	67,776
1117	3	Executive Administrative Assistant III	2800	58,464-	72,642
0583		Executive Legal Secretary I	2613	54,559-	67,776
0584		Executive Legal Secretary II	2800	58,464-	72,642

APPENDIX B

Operative on January 1, 2008

CLASS CODE		TITLE	SALARY RANGE	ANNUAL RANGE	
1117	2	Executive Administrative Assistant II	2664	55,624-	69,134
1117	3	Executive Administrative Assistant III	2857	59,654-	74,103
0583		Executive Legal Secretary I	2664	55,624-	69,134
0584		Executive Legal Secretary II	2857	59,654-	74,103

APPENDIX C

Operative on July 1, 2008

CLASS CODE		TITLE	SALARY RANGE	ANNUAL RANGE	
1117	2	Executive Administrative Assistant II	2744	57,294-	71,201
1117	3	Executive Administrative Assistant III	2942	61,428-	76,316
0583		Executive Legal Secretary I	2744	57,294-	71,201
0584		Executive Legal Secretary II	2942	61,428-	76,316

APPENDIX D

Operative on July 1, 2009

CLASS CODE		TITLE	SALARY RANGE	ANNUAL RANGE	
1117	2	Executive Administrative Assistant II	2744	57,294-	71,201
1117	3	Executive Administrative Assistant III	2942	61,428-	76,316
0583		Executive Legal Secretary I	2744	57,294-	71,201
0584		Executive Legal Secretary II	2942	61,428-	76,316

APPENDIX E

Operative on July 1, 2010

CLASS CODE		TITLE	SALARY RANGE	ANNUAL RANGE	
1117	2	Executive Administrative Assistant II	2744	57,294-	71,201
1117	3	Executive Administrative Assistant III	2942	61,428-	76,316
0583		Executive Legal Secretary I	2744	57,294-	71,201
0584		Executive Legal Secretary II	2942	61,428-	76,316

APPENDIX F

Operative on July 1, 2011

CLASS CODE		TITLE	SALARY RANGE	ANNUAL RANGE	
1117	2	Executive Administrative Assistant II	2827	59,027-	73,351
1117	3	Executive Administrative Assistant III	3031	63,287-	78,613
0583		Executive Legal Secretary I	2827	59,027-	73,351
0584		Executive Legal Secretary II	3031	63,287-	78,613

APPENDIX G

Operative on July 1, 2012

CLASS CODE		TITLE	SALARY RANGE	ANNUAL RANGE	
1117	2	Executive Administrative Assistant II	2891	60,364-	75,001
1117	3	Executive Administrative Assistant III	3099	64,707-	80,388
0583		Executive Legal Secretary I	2891	60,364-	75,001
0584		Executive Legal Secretary II	3099	64,707-	80,388

APPENDIX H

Operative on July 1, 2013

CLASS CODE		TITLE	SALARY RANGE	ANNUAL RANGE	
1117	2	Executive Administrative Assistant II	3008	62,807-	78,029
1117	3	Executive Administrative Assistant III	3224	67,317-	83,645
0583		Executive Legal Secretary I	3008	62,807-	78,029
0584		Executive Legal Secretary II	3224	67,317-	83,645

FORM GEN. 160

CITY OF LOS ANGELES
INTER-DEPARTMENTAL CORRESPONDENCE

Date: July 2, 2010

To: Wendy Greuel, City Controller
Attn: Claire Bartels, Chief Deputy Controller

From: Miguel A. Santana, City Administrative Officer

Subject: **REVISED SALARY APPENDICES EFFECTIVE JULY 1, 2010 (MOU Nos. 2, 3, 4, 6, 7, 10, 11, 12, 13, 14, 15, 16, 18, 29, 31, 34, 36, and 37)**

In accordance with the provisions of the October 2009 Letter of Agreement (LOA) with the Coalition of Los Angeles City Unions, scheduled salary increases are to be advanced one year in the event that employees represented by coalition bargaining units are laid off in the 2010-2011 fiscal year (see attached LOA, page 2 of 10). As layoffs involving coalition members occurred effective July 1, 2010, revised salary appendices of coalition bargaining units are transmitted herewith for implementation by the Controller's Office.

Revised salary appendices effective July 1, 2010 are also included for the Confidential Attorneys Unit (MOU 31). Although MOU 31, represented by the Engineers and Architects Association, is not a coalition bargaining unit, it has a "me too" agreement tying its provisions to those in MOU 29, the City Attorneys Unit, which is a member of the coalition.

In addition, please be advised that pursuant to the LOA, the 1.75% cash payment previously scheduled for November 1, 2011 will not occur. The 2.75% additional salary adjustments for eligible employees provided for in the October 2009 coalition MOU amendments, previously scheduled for January 1, 2012, January 1, 2013, and January 1, 2014 are also advanced by one year. Therefore, the new effective dates for the 2.75% additional salary adjustments for eligible employees are: January 1, 2011, January 1, 2012, and January 1, 2013. (Please refer to the specific October 2009 MOU Amendment for details on the 2.75% additional salary adjustments, as there are variations among the MOUs - in particular with respect to part-time employees.) All MOU amendments are posted on the CAO's website at http://cao.lacity.org/MOUs/index.htm. The subject coalition MOUs and MOU 31 will now expire on June 30, 2013 instead of June 30, 2014.

Any questions regarding this matter may be directed to Carolyn Cooper of my staff at (213) 978-7636 or via e-mail at carolyn.cooper@lacity.org. Thank you for your assistance.

MAS:CEC:kh652

Attachments

c: Personnel Directors (w/o DWP)
Zna Houston, City Attorney's Office
Nam Huynh, Controller's Office
Robert McNeal, Controller's Office

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

2007-2014 MEMORANDA OF UNDERSTANDING

2, 3, 4, 6, 7, 9, 10, 11, 12, 13, 14, 15, 16, 18, 29, 34, 36, 37

Amendment to Coalition MOUs of 2007-2012

1. Term – the term of all Coalition Memoranda of Understanding (MOUs), as enumerated above, shall be amended to July 1, 2007 through June 30, 2014. For MOUs 2 and 13, the term shall be amended to September 1, 2007 through June 30, 2014.
2. Should either the Union or Management desire a successor MOU, that party shall serve upon the other during the period from April 1, 2014, through April 30, 2014, its written proposals for such a successor MOU.
3. Except as delineated in this Agreement and the implementing MOU Amendments, all provisions of the existing MOUs shall remain in full force and effect through June 30, 2014.
4. This Agreement and MOU amendments are subject to ratification by each Coalition member union and will become effective after such ratification and approval by the City Council.

Continued Mutual Commitment To LA's Future

The City of Los Angeles and Coalition of Los Angeles City Unions have negotiated to extend the current Memoranda of Understanding two additional years, through June 30, 2014. Agreement was reached by utilizing the Mutual Gains process to identify solutions to help address the largest budgetary deficit in the City's history during fiscal year 2009-10 and projected deficit for fiscal year 2010-11. The parties acknowledge there is still much uncertainty regarding the economy and potential impact on the City's financial condition. The parties recognize that these economical factors include, but are not limited to the local economy, City revenue, revenue from State and Federal budgets, and adverse litigation. It is therefore essential that both parties maintain the ability to address these uncertainties.

To address future uncertainties, both parties agree to continue to work cooperatively under the framework of the Mutual Gains process under the provisions of the existing MOUs and under the provisions of this letter of agreement. Either party may invoke the Mutual Gains process under any of these provisions.

The parties have agreed to achieve $77.8 million in General Fund savings during the remainder of fiscal year 2009-10. These savings are essential to the City's fiscal stability. The parties agree to meet monthly to monitor the achievement of the savings identified in Attachment 1.

Salaries

The following is the new extended salary adjustment schedule:

Fiscal Year	Effective Date	Current Provision	Modified Provision
2009/10	7/1/09	3% COLA	0%
	1/1/10	2.75% Step Increase	0%
2010/11	7/1/10	2.25% COLA	0%
	1/1/11	2.75% Step Increase	0%
2011/12	7/1/11	2.25% COLA	3% COLA
	11/1/11	- - -	1.75% Cash Payment
	1/1/12	2.75% Step Increase	2.75% Step Increase
2012/13	7/1/12	- - -	2.25% COLA
	11/1/12	- - -	1.75% Cash Payment
	1/1/13	- - -	2.75% Step Increase
2013/14	7/1/13	- - -	2.25% COLA
	7/1/13	- - -	1.75% Additional COLA for Deferral Recovery
	1/1/14	- - -	2.75% Step Increase

Note: Each cash payment shall be delivered in a single separate check as a lump sum, calculated on annual base wage (excludes all bonuses) as of November 1, 2011 and 2012.

Furloughs and Layoffs

The undersigned parties agree that any employee represented by any union that is a member of the Coalition of Los Angeles City Unions will not be subject to layoff or a mandatory unpaid furlough program during the time period from July 1, 2009 to June 30, 2011, except as provided below.

During fiscal year 2009-10, if the City undergoes a catastrophic occurrence resulting in the combined loss of at least $100 million dollars to the City General Fund or any Special Fund, or there is an unplanned expenditure of at least $100 million dollars, the Coalition and the City shall meet within five working days of the City's declaration of meeting the threshold and use the Mutual Gains to address the shortfall. In any event, the Coalition shall be responsible for up to one-third of the shortfall.

In fiscal year 2010-11, if the City elects to lay off any member in any classification represented by Coalition bargaining units, all wage movement outlined in the MOU extension will be advanced by one year (retroactive if necessary) for all Coalition bargaining units. The cash bonus previously scheduled for 11/01/2011 will be removed, and the MOU extension will end June 30, 2013. The City will meet with the Coalition immediately after the release of the Fiscal Year 2009-10 Mid-Year Financial Status Report, in anticipation of the Fiscal Year 2010-11 budget. Before proposing any layoffs in the FY 10-11 budget, the City will meet with the Coalition to discuss other options, including furloughs, using the Mutual Gains process. In the event agreement is not reached within twenty working days, established bargaining

practices, as prescribed by the Employee Relations Ordinance, shall be used. The Coalition does not waive any of its rights under the MOU, this Agreement, or law with respect to layoffs or furloughs.

Layoff Avoidance

The City shall utilize all appropriate layoff avoidance tools, (e.g., transfers, Charter Section 1014 transfers) to avoid layoffs in General Fund positions. In the event an appropriate transfer is refused by an employee, the parties agree that layoff protection pursuant to this Agreement is waived for that employee.

Mitigation

The City agrees to undertake the following mitigation measures before enacting this provision in either fiscal year 2009-10 or 2010-11. The City will:

1. First attempt to bond against the loss if practicable.
2. Use all State and Federal assistance funds (e.g. Stimulus funds, FEMA, and other State/Federal funds provided in emergency situations).
3. Consider and evaluate the Public Private Parking Partnership (P-3).
4. Attempt to maximize full indirect cost recovery to the general fund of all special fund/proprietary departments.
5. Conduct a review of all uncommitted general funds available.
6. Consider special obligation bonds against any judgments over $10 million dollars.

Acknowledgement of Shared Sacrifice

In order to meet current economic challenges and maintain critical City services for all communities, the Mayor and Council have promulgated a policy of shared sacrifice, asking their labor partners to fully engage in confronting an historic budget shortfall. The Mayor and Council are committed to ensuring that all City employees share in the collective sacrifice during this time and that all City entities participate equitably.

In reaching this Agreement, the Coalition of LA City Unions has stepped forward ahead of all others and demonstrated its commitment to the long-term sustainability of the City workforce and the services its workers provide. The City acknowledges the sacrifice and initiative taken by the Coalition, and will use the Mutual Gains process to address concerns that Coalition members are treated equitably for the life of this agreement.

For those Unions that have cooperated in the spirit of shared sacrifice, it is the intent of the City that they should also share in the benefits when the financial position of the City improves. If the City experiences an unexpected increase in revenue or improvement in the General Fund the City shall make it a priority to repay the workers' sacrifices.

In the event New Revenues coming into the General Fund are identified, either party may begin the discussion by notifying the other party in writing of its intent to meet to determine how a portion of the identified New Revenues will be applied in the form of accelerated or enhanced wages and/or benefits. It is the intent of this letter of agreement that the cumulative value of any wages and/or benefit adjustments shall be 25% of the identified revenue total.

New Revenue is defined as General Fund revenue from any new source, in excess of $40 million, that is fungible or otherwise not designated. Public-private partnerships shall be excluded from this section, with the understanding that the Coalition shall be part of discussions around the use of any revenues gained from such a program, and the revenues will be used primarily to fortify the long-term viability of City operations and the City workforce. In addition, this provision does not apply to pension-related funding.

Contracting of Bargaining Unit Work

Nothing in this provision contravenes the job protection language included in all Coalition Memoranda of Understanding. The parties agree that during the term of this Agreement the following terms and conditions shall apply to the contracting of bargaining unit work:

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

B. If any Coalition member subject to the provisions herein is displaced as a result of contracting, he/she shall be retained in a position within a classification represented by the Coalition.

C. Notwithstanding any provision of this Agreement to the contrary and excluding the provisions of paragraph 6 below, the provisions of this article shall be subject to advisory arbitration only.

D. In lieu of the meet-and-confer process prescribed by the Employee Relations Ordinance (ERO), the parties agree to meet and discuss, in accordance with the provisions outlined below, all contracts to perform Coalition work except for contracts required by bona fide emergencies.

E. The parties agree that the following expedited procedure shall replace the impasse resolution provisions of the ERO for disputes arising out of the meet and discuss process specified above:

    1. The City shall provide timely notice, through the existing "clearinghouse" procedure, of proposed contracts to perform unit work. In addition, the City shall provide the Coalition a list of individuals responsible for coordinating contracting information in each department.

    2. The affected Coalition union may request to meet and discuss such proposed contracts within five (5) working days following notice as indicated in "a." above. Failure by the affected Coalition union to request such meeting(s) within the prescribed five days shall constitute a waiver of the affected Coalition union's right to continue this process.

3. Meeting(s), if requested, shall begin within five (5) working days following notice to the City by the affected Coalition union of its desire to discuss the proposed contract(s).

4. If the parties cannot reach agreement through the meet-and-discuss process, the affected Coalition union may request expedited advisory arbitration within five (5) working days following the last meet-and-discuss session. Failure by the affected Coalition union to request arbitration within the specified five days shall constitute a waiver of the Coalition's right to continue in this process. The parties will attempt to establish a mutually agreeable, expedited process for selecting arbitrators. Absent any such agreement, arbitrators will be selected in accordance with Rules 11.03 and 11.04 of the Employee Relations Board.

5. The parties agree that for contracts with a value of less than $1 million, the hearing and issuance of the advisory decision by the arbitrator shall be concluded within thirty (30) calendar days following request for arbitration; and within (90) calendar days for contracts of $1 million or more.

6. The arbitrator's advisory decision and recommendation shall be transmitted to the appropriate determining body simultaneously with the proposed contract.

7. The time limits in this process may be extended only by the mutual, written agreement of the parties.

8. The expedited arbitration process herein shall be informal. Court reporters shall not be used; rules of evidence shall be informal; the production of witnesses and documentary evidence shall be at the discretion of each party; the arbitrator's notes, exhibits (if any), and the written advisory decision and recommendation shall constitute the record of the proceedings; post hearing briefs shall not be required or submitted.

9. Arbitration fees shall be shared equally by the affected Coalition union and the City.

F. Disputes over the practical consequences of the contracting of unit work, other than those occurring under paragraphs 4 and 5 above, shall be resolved in accordance with the provisions of the Grievance Procedure under the affected Coalition MOU, and shall not delay the implementation of the contract if all other provisions of this section have been met. The parties agree that the review of "practical consequence" grievances shall begin with the first formal level of review of the grievance procedure and that said grievances shall be subject to advisory arbitration, except as provided in the Arbitration step (Step 4) of the affected Coalition MOU Grievance Procedure.

Early Retirement Incentive Program

A. Goals

The Early Retirement Incentive Program (ERIP) Letter of Agreement sets a goal of the retirement of 2,400 civilian employees. In the event that the number of retirees is not achieved, the City and the Coalition will meet promptly in accordance with the Mutual Gains process to address solutions and reach agreement within 20 working days of the end of the ERIP subscription period on the steps to be followed to close any financial shortfall in employee retirements/departures. For those 20 days, Mutual Gains shall take precedence over established bargaining practices as prescribed by the Employee Relations Ordinance (ERO). Thereafter, established bargaining practices shall apply. Any solution will not disproportionately impact Coalition members.

B. Separation Pay

Separation Pay for employees retiring under the ERIP, as described in #3 of the ERIP Letter of Agreement, shall be divided into two equal payments, in two separate calendar years.

C. Program Review

At the conclusion of the ERIP (i.e., participants have been identified and are separating from City service), the parties will meet to discuss and develop solutions for resolving organizational and operational issues that result from the ERIP.

Special Fund/Proprietary Savings

The savings generated by this Coalition Agreement in Special Funds and Proprietary Departments will be utilized, to the greatest extent possible, to offset the shortfall in the General Fund.

Special Funds and Proprietary Departments will, to the maximum extent legally permissible, contract with City departments to perform duties otherwise performed by outside contractors.

The City will continue to use its best efforts to fill vacancies in Special Fund and Proprietary Departments by transfer or promotion from within the City workforce.

The CAO shall report to the Mayor and Council by mid-year on the status of implementation of this provision.

Part Time Workforce

It is recognized that furloughs were not intended to affect half time/part time workers. The savings generated through the shared sacrifice of the part time workforce will be utilized, to

the extent that savings are available, to preserve or expand the hours and services provided by those workers.

The implementation of this provision will be discussed with each affected department, including the Library Department, the Department of Recreation and Parks, the Zoo Department, the Department of Cultural Affairs, the Los Angeles Convention Center, and the Department of Transportation.

Reduced Work Schedules

Notwithstanding any provisions in existing Coalition MOUs or the Los Angeles Administrative Code, the parties agree that the regular work schedules of full-time employees in Coalition-represented classes will be 76.5 hours per payperiod commencing the first day of payperiod 10 (October 25, 2009) and ending the last day of payperiod 26 (June 19, 2010).

Employees eligible for overtime pursuant to the affected Coalition MOU, shall continue to be credited only after 40 hours of compensated time in a workweek.

If, due to operational necessity, an FLSA non-exempt employee on a reduced work schedule is assigned by Management to work more than 76.5 hours in any payperiod, his/her work hours shall be reduced in future payperiods so that the employee's work hours have been reduced for a total of 59.5 hours between October 25, 2009 and June 19, 2010.

There is no intent to change alternative work schedules where they remain operationally feasible.

72-Hour Alternative Work Schedules

Los Angeles Administrative Code Section 4.117 permits the continuation of full-time benefits to employees who voluntarily reduce their number of hours worked (and paid) from 80 to not less than 72. Departments are encouraged to approve all requests for reduced schedules. Denials of such requests must be sent to the Employee Relations Division of the CAO for review.

Bonus Calculation

Effective the start of the payperiod following Council approval of the MOU Amendments implementing this Agreement, each salary bonus paid pursuant to a Coalition MOU and/or the Los Angeles Administrative Code shall be calculated on the base salary rate for the affected employee.

Compensated Time Off

Effective the start of the payperiod following City Council approval of the MOU amendments implementing this Agreement and ending June 30, 2010, employees may accumulate up to 240 hours of compensatory time off (CTO). Management may require employees to use CTO at any time prior to June 30, 2010.

Annual Sick Leave Payout

Notwithstanding Section 4.126, subsection (b) of the LAAC, any sick leave at full pay remaining unused at the end of the 2009 calendar year, which, if added to an employee's accumulated sick leave at full pay, will exceed 800 hours, shall be compensated at 50% of the employee's salary rate in effect as of December 31, 2009, with payment made to the employee during the 2010-11 fiscal year.

Employee Contributions to Retirement

Effective the start of the payperiod following City Council approval of the MOU amendments implementing this Agreement through June 30, 2011, for employees hired prior to January 1, 1983, the Beta Retirement Formula shall be continued and a flat-rated employee retirement contribution of six percent (6%) shall be implemented. For employees hired January 1, 1983 and thereafter, the Beta Retirement Formula and a flat-rated employee retirement contribution of six percent (6%) shall be continued.

Effective July 1, 2011, for all employees regardless of their date of hire, the Beta Retirement Formula shall be continued and a flat-rated employee retirement contribution of 7.0 percent (7.0%) shall be implemented, in accordance with Section 8 of the Early Retirement Incentive Program Letter of Agreement.

Bar Dues

The City's payment of bar dues/fees under Article 31 of MOU 29 shall be deferred until August 2010.

Tracking Coalition Generated Savings

The parties agree that if average ERIP savings exceed five months (150 days) per ERIP participant (who filed for retirement during the ERIP eligibility window), and/or if the amount generated by transferring General Fund employees to Special Fund and proprietary department vacancies exceeds $6.5 million during the period commencing September 20, 2009 and ending June 30, 2010, then 50% of the General Fund savings generated by these occurrences will be credited as one-time savings, either as credits or available cash. No later than November 1, 2009, the parties agree to mutually develop the specific implementing provisions of this section, including how the credits will be tracked and calculated, define "credits" and "available cash" and their appropriate use, as well as all other implementing provisions.

For the Coalition of LA City Unions

Cheryl Parisi, Executive Director
AFSCME District Council 36

10/26/09
Date

Julie Butcher
SEIU Local 721

10/26/09
Date

Victor Gordo, Secretary-Treasurer
LIUNA, Local 777

10/27/09
Date

Robbie Hunter, Council Representative
LA/Orange County Building & Construction Trades Council

10/26/09
Date

Lance Bedolla, Business Representative
IUOE, Local 501

10.26.09
Date

Carlos Rubio
Teamsters Local 911

Date

For the City of Los Angeles

Miguel A. Santana
City Administrative Officer

10/26/09
Date

ATTACHMENT 1

COALITION OF UNIONS GENERAL FUND SAVINGS TARGET	**$78.0 Million**
Increase Compensated Time Off Bank to 240 hours	$22.1 Million
Defer ERIP Cash Payout to Next Two Fiscal Years (2010-2011 and 2011-2012)	$24.6 Million
Defer 2010 Excess Sick Leave Payout to FY 2010-11	$1.8 Million
76.5 Hour Work Schedule for 17 pay periods	$18.5 Million
Eliminate Bonus Compounding	$0.6 Million
72-Hour Voluntary Alternative Work Schedule (2% of Coalition Full-Time Workforce)	$0.8 Million
Defrayal Elimination	$2.6 Million
Utilize ERIP/COLA Deferral Savings from Special Funds/Proprietary Department Funds	$6.5 Million
Defer 2010 Bar Dues to August 2010	$0.25 Million
TOTAL SAVINGS IDENTIFIED	**$77.8 Million**
REMAINING BALANCE	$0.2 Million

MOU 37
Executive Administrative Assistants Unit

Salary Appendices E – G

Revised July 1, 2010

APPENDIX E

Operative on July 1, 2010

CLASS CODE		TITLE	SALARY RANGE	ANNUAL RANGE	
1117	2	Executive Administrative Assistant II	2827	59,027-	73,351
1117	3	Executive Administrative Assistant III	3031	63,287-	78,613
0583		Executive Legal Secretary I	2827	59,027-	73,351
0584		Executive Legal Secretary II	3031	63,287-	78,613

APPENDIX F

Operative on July 1, 2011

CLASS CODE		TITLE	SALARY RANGE	ANNUAL RANGE	
1117	2	Executive Administrative Assistant II	2891	60,364-	75,001
1117	3	Executive Administrative Assistant III	3099	64,707-	80,388
0583		Executive Legal Secretary I	2891	60,364-	75,001
0584		Executive Legal Secretary II	3099	64,707-	80,388

APPENDIX G

Operative on July 1, 2012

CLASS CODE		TITLE	SALARY RANGE	ANNUAL RANGE	
1117	2	Executive Administrative Assistant II	3008	62,807-	78,029
1117	3	Executive Administrative Assistant III	3224	67,317-	83,645
0583		Executive Legal Secretary I	3008	62,807-	78,029
0584		Executive Legal Secretary II	3224	67,317-	83,645

AMENDMENT NO. 2

MEMORANDUM OF UNDERSTANDING NO. 37
REGARDING THE
EXECUTIVE ADMINISTRATIVE ASSISTANTS UNIT

THIS AMENDMENT NO. 2 to the 2007-2012 Executive Administrative Assistants Unit Memorandum of Understanding No. 37 is made and entered into this 29th day of April, 2011

BY AND BETWEEN

THE HEADS OF DEPARTMENTS, OFFICES OR BUREAUS REPRESENTED HEREIN (hereinafter referred to as "Management")

AND THE

THE AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO, (hereinafter referred to as "Union" or "AFSCME")

AMENDMENT NO. 2
EXECUTIVE ADMINISTRATIVE ASSISTANTS UNIT
2007-2012 MEMORANDUM OF UNDERSTANDING (MOU) NO. 37

This Memorandum of Understanding (MOU) Amendment No. 2 reflects agreement reached by the parties on April 29, 2011, which amends the 2007-2012 MOU that was previously amended on October 26, 2009 by MOU Amendment No. 1 and subsequently revised effective July 1, 2010, by the terms of the October 26, 2009 Letter of Agreement, resulting in the current expiration date of June 30, 2013.

This MOU Amendment No. 2 reflects the terms of the Letter of Agreement entered into by the parties on April 8, 2011, as follows:

- The term of the MOU is extended by one year through June 30, 2014.
- Salary Appendix F, effective July 1, 2011, is revised to reflect a .75% COLA, which represents a 1.5% reduction in members' salaries for Fiscal Year 2011-12 (from the previously scheduled 2.25% COLA) and in exchange employees shall receive four, eight-hour paid days off (32 hours) in 2011 between the Christmas Day and New Year's Day holidays (except where noted).
- The cash payment of 1.75% previously scheduled to occur on November 1, 2012 is eliminated, and in exchange unit members shall receive four, eight-hour paid days off (32 hours) in 2012 between the Christmas Day and New Year's Day holidays (except where noted).
- Salary Appendix G, effective July 1, 2012, is revised to reflect a 2.25% COLA, and restoration of 1.5% from Fiscal Year 2011-12.
- Salary Appendix H, effective July 1, 2013, is added to reflect a1.75% COLA.
- Effective April 1, 2011 through June 30, 2012, for Council-controlled departments, the provision for overtime will be in the form of compensatory time off (CTO) up to 240 of accumulated hours instead of cash payments, except where noted.
- Effective April 24, 2011, there will be graduated additional employee retirement contributions to defray a portion of the City's cost of providing retirement health benefits and in turn the retiree health benefit is vested as described in the below Retirement Benefits article. Accordingly, effective April 24, 2011 Unit members will contribute an additional 2% (above the pre-April 24, 2011 employee contribution rates), increasing to an additional 4% effective July 1, 2011 (above the previously scheduled July 1, 2011 employee contribution rate of 7%), for a total 11% (pre-tax) employee retirement contribution rate on July 1, 2011.
- Effective April 24, 2011 through April 23, 2012, all regularly-scheduled salary step advancements shall be frozen, with salary step anniversary dates being postponed by one year.
- Any excess sick leave hours (up to 96) accumulated above 800 hours, which would have been paid out in January 2012 and January 2013 will be deposited instead into a leave bank, with said banked excess sick leave hours being available to be used in a manner similar to vacation, or cashed out at the time of retirement.

Articles 20, 28, 29, 31, 35, 39, 45, and 59, and Salary Appendices F, G, and H, are hereby amended as follows:

ARTICLE 20 CALENDAR FOR SUCCESSOR MEMORANDUM OF UNDERSTANDING

Article 20 is amended in its entirety to read:

In the event the Union or Management desires a successor MOU, said party shall serve upon the other during the period from April 1, 2014 through April 30, 2014, its written proposals for such successor MOU. Meet and confer sessions shall begin no later than thirty (30) calendar days following submittal of the proposals.

ARTICLE 28 HOLIDAY PAY

New paragraphs O and P are added to read:

O. 2011 Holiday Closure – Full and Half-Time Employees Only - Effective December 27, 2011 through December 31, 2011, in exchange for employees' receiving a salary reduction of 1.5% between July 1, 2011 and June 30, 2012, full-time employees shall receive four, eight-hour days off (32 hours) with pay, and half-time employees shall receive 16 hours off with pay, between the City's 2011 Christmas Day and New Year's Day holidays. It is recognized that not all departments or divisions will be able to shut down during this holiday period. Departments that are unable to shut down during the holiday period specified above shall be required to submit an alternate plan to the Office of the City Administrative Officer (CAO) prior to November 1, 2011. The CAO shall discuss the alternate plans with the Coalition.

P. 2012 Holiday Closure – Full-Time Employees Only - Effective December 24, 2012 through December 31, 2012, in exchange for the elimination of the 1.75% cash payment previously scheduled for full-time employees only for November 1, 2012, full-time employees shall receive four, eight-hour days off (32 hours) with pay between the City's 2012 Christmas Day and New Year's Day holidays. It is recognized that not all departments or divisions will be able to shut down during this holiday period. Departments that are unable to shut down during the holiday period specified above shall be required to submit an alternate plan to the Office of the City Administrative Officer (CAO) prior to November 1, 2012. The CAO shall discuss the alternate plans with the Coalition.

ARTICLE 29 OVERTIME

Compensated Time Off (CTO) (Council-Controlled Departments Only)

A new third paragraph under Section D of Article 29 is added to read:

Effective April 24, 2011 employees in this Unit whose salaries in any portion are paid for by the General Fund shall not receive cash overtime during the period April 24, 2011 through June 30, 2012, unless authorized by the City Administrative Officer due to extraordinary circumstances. Said employees may accumulate up to 240 hours of compensatory time off (CTO). The parties agree the City will provide notice to employees who have accrued CTO time in excess of 180 hours and employees shall request to schedule time off within a reasonable period (not to exceed three pay periods) in order to reduce their CTO bank below the 180-hour threshold. Any General Manager requesting exemption from this provision shall be required to submit a written request to the City Administrative Officer for evaluation and approval.

ARTICLE 31 SICK LEAVE BENEFITS

A new paragraph E is added to Article 31 to read:

E. Excess Sick Leave Payments - January 2012 and January 2013

In accordance with LAAC Section 4.126(b), any unused balance of sick leave at full pay remaining unused at the end of any calendar year, which if added to an employee's accumulated sick leave at full pay, will exceed 800 hours, shall, as soon as practicable after the end of each calendar year, be compensated for by cash payment of 50% of the salary rate current at the date of payment. The parties agree that in lieu of the cash payment specified above, covered employees will receive a bank of time that is equivalent to the annual sick leave payout that would be due at the end of calendar years 2011 and 2012. (For example, an employee who would ordinarily receive the maximum of 96 hours of excess sick leave paid in cash at 50% of his/her salary rate – the equivalent of 48 hours at full pay – will instead receive 48 hours of time off with pay.) The credited time will be deposited into a separate leave bank to be used in a manner similar to vacation time, or cashed out at the time of retirement. Any General Manager requesting exemption from this provision shall be required to submit a written request to the City Administrative Officer for evaluation and approval.

All other provisions of Article 31 remain unchanged.

ARTICLE 35 RETIREMENT BENEFITS

A. **Benefits**

Paragraph A of Article 35 is amended by adding a new fourth paragraph to read:

> Effective April 24, 2011, all Unit members who are members of LACERS shall contribute an additional two percent (2%) of their pre-tax compensation to defray a portion of the City's cost of providing retiree health insurance. Effective July 1, 2011, this additional two percent (2%) employee retirement contribution amount shall be increased to four percent (4%); thereby resulting in a total flat rate employee retirement contribution rate of eleven percent (11%) on July 1, 2011 in accordance with the above provisions. This additional four percent (4%) contribution shall continue in effect and be subject to modification pursuant to future MOU negotiations in accordance with applicable Charter provisions.

D. **Retiree Health Benefits**

A new Paragraph C of Article 35 is added to read:

> As of April 2011 there is a retiree health benefit for employees provided under Division 4, Chapter 11, Article 3 of the Los Angeles Administrative Code (LAAC). Commencing on the effective date of this MOU Amendment, the parties agree that the retiree health benefit available under this program is a vested benefit for bargaining unit members. Specifically the parties agree that the current Maximum Medical Plan Premium Subsidy of $1,190 per month, which represents the Kaiser two-party non-Medicare Part A and Part B premium, is vested. Additionally, the maximum amount of the annual increase authorized in LAAC Section 4.1103.4 shall be granted and is vested. The entitlement to retiree health benefits under this provision shall be subject to the rules under Division 4, Chapter 11 of the LAAC in effect as of the effective date of this provision.
>
> The parties further agree that as a condition of vesting the Maximum Medical Plan Premium authorized by the LAAC, the amount of employee contributions is subject to bargaining in future MOU negotiations in accordance with applicable Charter provisions.

All other provisions of Article 35, as previously amended, remain unchanged.

ARTICLE 39 TERM

The first paragraph of Article 39 is amended in its entirety to read:

> 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, 2007. This MOU shall expire and otherwise be fully terminated at 11:59 p.m. on June 30, 2014.

All other provisions of Article 39 remain unchanged.

ARTICLE 45 SALARIES

Article 45 is amended by revising the following paragraphs to read:

A. The parties to this MOU jointly recommend to the City Council approval of the revised salaries set forth in Appendices F through H.

B. The salaries set forth in Appendices F through H shall become operative as follows:

Appendix F	July 1, 2011
Appendix G	July 1, 2012
Appendix H	July 1, 2013

ADDITIONAL SALARY ADJUSTMENTS

C. **Employees in Classes with 5-Step Salary Ranges (Employees with Full-Time or Half-Time Status)**

1. The 2.75% additional salary adjustment originally scheduled to be effective January 1, 2012, was moved up one year to be effective January 1, 2011, in accordance with the Letter of Agreement dated October 26, 2009. Accordingly, Unit employees who have at least twelve (12) months of service at step 5 of the salary range in their current classification on or after January 1, 2011 shall receive a salary adjustment of 2.75%.

2. Effective January 1, 2014, Unit employees at step 5 of the salary range for their classification who received the 2.75% additional salary adjustment on or after the effective date of January 1, 2011, as provided for in accordance with the 2007-2012 MOU 3 Amendment 2 as modified by the October 26, 2009 Letter of Agreement, shall receive an additional salary adjustment of 5.5% effective January 1, 2014, provided that said employees have received the previous January 1, 2011, 2.75% additional adjustment provided for in C.1. above for at least 12 months.

3. This paragraph is deleted.

ADDITIONAL CASH PAYMENTS

D. Full-Time Employees Only

The one-time, lump sum cash payment previously scheduled to be provided between November 1, 2012, and December 31, 2012, in accordance with the 2007-2012 MOU 37 Amendment No. 1 as modified by the October 26, 2009 Letter of Agreement is eliminated. In exchange, Unit employees shall receive four, eight-hour days of paid time off during the 2012 holiday period of December 24, 2012 through December 31, 2012 as described in the Holiday article in this MOU amendment.

ARTICLE 59 SALARY STEP ADVANCEMENT

B. Subsequent Step Advancement

A new second paragraph is added under Section B to read:

Notwithstanding the above provisions and LAAC Section 4.92, effective during the period of April 24, 2011 through April 23, 2012, all salary step advancement shall be frozen. Accordingly, any salary step advancement anniversary dates that would have occurred during this time period shall be postponed by twelve (12) months, maintaining the employee's anniversary month and day.

Except for the Articles and Appendices amended herein, all other Articles, provisions, and Appendices of the 2007-2012 MOU 37 shall remain in full force and effect during the new July 1, 2007 through June 30, 2014 term of the MOU.

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute this Amendment No. 2 to the 2007-2012 MOU No. 37 the day, month, and year written below.

AFSCME, Local 3672
Executive Administrative Assistants Unit

Cheryl Parisi

Cheryl Parisi, Executive Director
AFSCME District Council 36

Date 4/29/11

City of Los Angeles
Representative

Miguel A. Santana

Miguel A. Santana
City Administrative Officer

Date 4/29/11.

APPROVED AS TO FORM:

Ruben B. Echeverria

OFFICE OF THE CITY ATTORNEY

4/29/11
Date

SALARY APPENDICES F – H

The attached Appendices are amended to reflect new salary rates.

APPENDIX F

Operative on July 1, 2011

CLASS CODE		TITLE	SALARY RANGE	ANNUAL RANGE	
1117	2	Executive Administrative Assistant II	2848	59,466-	73,894
1117	3	Executive Administrative Assistant III	3053	63,746-	79,198
0583		Executive Legal Secretary I	2848	59,466-	73,894
0584		Executive Legal Secretary II	3053	63,746-	79,198

APPENDIX G

Operative on July 1, 2012

CLASS CODE		TITLE	SALARY RANGE	ANNUAL RANGE	
1117	2	Executive Administrative Assistant II	2955	61,700-	76,671
1117	3	Executive Administrative Assistant III	3167	66,126-	82,163
0583		Executive Legal Secretary I	2955	61,700-	76,671
0584		Executive Legal Secretary II	3167	66,126-	82,163

APPENDIX H

Operative on July 1, 2013

CLASS CODE		TITLE	SALARY RANGE	ANNUAL RANGE	
1117	2	Executive Administrative Assistant II	3007	62,786-	78,008
1117	3	Executive Administrative Assistant III	3223	67,296-	83,604
0583		Executive Legal Secretary I	3007	62,786-	78,008
0584		Executive Legal Secretary II	3223	67,296-	83,604