

**CITY OF LOS ANGELES**  
INTER-DEPARTMENTAL CORRESPONDENCE

Date: May 1, 2012

To: The City Council

From: Miguel A. Santana, City Administrative Officer



Subject: **MOU AMENDMENT – LOS ANGELES PROFESSIONAL MANAGERS ASSOCIATION**

In accordance with instructions from the Executive Employee Relations Committee, agreement has been reached with the Los Angeles Professional Managers Association (LAPMA) regarding an amendment to the Management Employees Unit Memorandum of Understanding (MOU 36).

The attached MOU amendment provides for union release time consistent with similar provisions in other MOUs.

**Recommendation**

It is recommended that the City Council approve Amendment No. 8 to the 2007-14 Management Employees Unit MOU 36.

**Fiscal Impact Statement**

This amendment does not impact the General Fund. All costs associated with release time are fully reimbursed by the union.

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Attachment

**AMENDMENT NO. 8**

**MEMORANDUM OF UNDERSTANDING NO. 36  
REGARDING THE  
MANAGEMENT UNIT**

**THIS AMENDMENT NO. 8 to the 2007-2014 Management Unit Memorandum of  
Understanding No. 36 is made and entered into  
this 1<sup>st</sup> day of March, 2012**

**BY AND BETWEEN**

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

**AND THE**

**LOS ANGELES PROFESSIONAL MANAGERS' ASSOCIATION (hereinafter referred  
to as "Association) REPRESENTING THE MANAGEMENT UNIT**

**AMENDMENT NO. 8  
MANAGEMENT UNIT  
2007-2014 MEMORANDUM OF UNDERSTANDING (MOU) NO. 36**

The parties have reached agreement on the amendment specified below, effective March 1, 2012.

**ARTICLE 61            RELEASE TIME**

The appointing authority may grant to elected officers or appointed representatives of the Los Angeles Professional Managers Association of SEIU 721 time off for employee organization representation activities. No more than one employee in a Department or Bureau of the Department Public Works, and no more than six employees for all SEIU 721 bargaining units, shall be allowed release time under this Article at any given time.

- A. The employee shall submit the request for release at least 21 calendar days prior to the effective release date, specifying the starting and ending dates of release.
- B. The employee shall be paid the employee's current salary by the City while the employee is performing these duties for SEIU 721.
- C. Employees shall retain all of their existing benefits, including, but not limited to, medical, dental, deferred compensation plan, retirement, and seniority accrual in their civil service class.
- D. The SEIU 721 shall reimburse the City for all documented actual salary and benefits costs incurred as a result of release time, including but not limited to, vacation, sick leave, compensated time off, retirement, short-term disability, life insurance, medical, dental, and workers' compensation. The benefits costs shall be based on the benefits rates established by the City Administrative Officer as contained in the City Budget in effect during the period of release time, and the cost of other benefits approved by the Joint Labor Management Benefits Committee that become effective during this period.
- E. Payment of any overtime worked while on release time shall be the responsibility of the SEIU 721.
- F. The SEIU 721 shall make quarterly payments to the Controller of all reimbursable costs identified in Section D above.
- G. Employees on release time shall submit weekly timesheets (signed by the employee and the SEIU 721 Executive Director or Assistant Executive Director) to their respective Departmental Personnel Officer specifying the number of hours worked, and use of any sick leave, vacation time or compensated time off.

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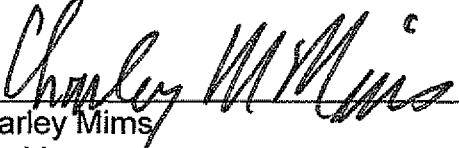
- H. Should an employee incur a work-related injury while on release time, he/she shall remain on release time with the SEIU 721 during the period of injury-on-duty (IOD), or until the release time has ended, and shall continue to be counted in determining the six employee maximum, as provided for above.
- I. When the employee returns from release time, he/she shall return to his/her civil service classification and paygrade at the time of release.
- J. Release time shall be granted for a maximum of 12 months in any continuous 36-month period. Additional release time shall be permitted only with Management's approval.
- K. The employee must have passed probation (if the position is not exempt) in his/her current class to be eligible for release time.
- L. The SEIU 721 shall indemnify, defend and hold the City and its officers and employees harmless against any and all claims, suits, demands or other forms of liability that might arise out of or result from any action taken by an employee in the service of the SEIU.
- M. The City Administrative Officer shall maintain a list of employees who have been approved for release time and the approved duration.

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2007-2014 MEMORANDUM OF UNDERSTANDING (MOU) NO. 36**

Except for the Articles and Appendices amended herein, all other Articles, provisions, and Appendices of the 2007-2014 MOU 36, shall remain in full force and effect during the 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. 8 to the 2007-2014 MOU No. 36 the day, month, and year written below.

Los Angeles Professional Managers  
Association, SEIU Local 721  
Management Employees Unit

  
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Charley Mims  
President

Date 3/1/2012

City of Los Angeles

  
\_\_\_\_\_  
Miguel A. Santana  
City Administrative Officer

Date 3/12/2012

FOR THE CITY ATTORNEY:

  
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3/15/12  
Date