

**2013-2016
MEMORANDUM OF UNDERSTANDING
FOR JOINT SUBMISSION TO THE CITY COUNCIL
REGARDING THE
MANAGEMENT ATTORNEYS UNIT
(MOU NO. 32)**

THIS MEMORANDUM OF UNDERSTANDING (hereinafter "MOU") made and entered into this 26th day of November 2013.

BY AND BETWEEN

**THE CITY ATTORNEY AND THE CITY ADMINISTRATIVE OFFICER
(hereinafter referred to as "Management")**

AND THE

**LOS ANGELES CITY ATTORNEY MANAGEMENT ASSOCIATION
(hereinafter referred to as "Association")**

TABLE OF CONTENTS

<u>Article</u>	<u>Title</u>	<u>Page</u>
1	Recognition	1
2	Implementation of Memorandum of Understanding	1
3	Non-Discrimination	1
4	Term	1
5	Calendar for Successor Memorandum of Understanding	2
6	Unit Membership List	2
7	New Employee Information	2
8	Salaries	2
9	Working Hours	4
10	Health and Dental Plans	5
11	Family and Medical Leave	8
12	Retirement Benefits	14
13	Sick Leave Benefits	16
14	Personnel Folders	16
15	Holidays	17
16	Vacations	18
17	Bereavement Leave	19
18	Leaves of Absence	20
19	Grievance Procedure	22
20	Grievance Representation	26
21	Payroll Deductions and Dues	27
22	Work Access	28
23	Bulletin Boards	28
24	Obligation to Support	29
25	Full Understanding	29
26	Authorized Agents	29
27	Provisions of Law and Separability	30
28	Intra-Departmental Reassignment Opportunities	30
29	Employee Benefits Information	30
30	Professional Bar Dues/Fees	31
31	Use of City Facilities	31
32	Mileage	31
33	City-Association Relationship	31
34	Workers' Compensation	32
35	Life Insurance	32
36	Contracting Out	32
	Appendix A-1, A-2 (Operative July 1, 2013, January 1, 2014)	
	Appendix B-1, B-2 (Operative July 1, 2014)	
	Appendix C-1, C-2 (Operative July 1, 2015)	
	Letter of Intent	

ARTICLE 1 **RECOGNITION**

Management hereby recognizes the Los Angeles City Attorney Management Association ("Association") as the exclusive representative of the employees in the Management Attorneys Unit, for which the Association was certified as the majority representative by the Employee Relations Board on December 11, 1997. The Los Angeles City Attorney Management Association shall be the exclusive representative of employees in the Management Attorneys Unit, subject to the right of each employee to represent himself. The term "employee", as used herein, shall refer only to employees in the classifications listed in Appendices A through C as well as such classes as may be added hereafter to the Unit by the Employee Relations Board.

ARTICLE 2 **IMPLEMENTATION OF MEMORANDUM OF UNDERSTANDING**

This Memorandum of Understanding constitutes a joint recommendation of Management and the Association. It shall not be binding in whole or in part on the parties listed below unless and until:

- a. The Association has notified the City Administrative Officer in writing that it has approved this Memorandum of Understanding in its entirety.
- b. The determining bodies and heads of those departments, offices or bureaus represented herein have approved this Memorandum of Understanding in its entirety in the manner required by law, and they have taken such other actions as might be required to implement fully the provisions of this Memorandum of Understanding.
- c. The City Council has: (1) approved this Memorandum of Understanding in its entirety; (2) amended applicable provisions of the Los Angeles Administrative Code; (3) amended the departmental personnel ordinance and applicable codes; and (4) appropriated the funds necessary to implement those provisions which require funding.

ARTICLE 3 **NON-DISCRIMINATION**

The parties mutually recognize and agree fully to protect the rights of all employees hereby to join and participate in the activities of the Los Angeles City Attorney Management Association.

The parties mutually reaffirm their respective policies of non-discrimination in the treatment of any employee because of race, religion, creed, color, sex, age, disability, marital status, Association activity, national origin, ancestry, sexual orientation or political beliefs.

ARTICLE 4 **TERM**

The term of this Memorandum of Understanding 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 Memorandum of

Understanding become effective prior to 12:01 a.m. on July 1, 2013. This Memorandum of Understanding shall expire and otherwise be fully terminated at midnight on June 30, 2016.

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

In the event that the Association or Management desires a successor Memorandum of Understanding, said party shall serve upon the other its written proposals during the period of March 15 through March 31, 2016.

ARTICLE 6 **UNIT MEMBERSHIP LIST**

Management shall provide the Association, within thirty (30) calendar days from the effective date of this Memorandum of Understanding and each thirty (30) calendar days thereafter, an alphabetized list of employees subject to this Memorandum of Understanding, including each employee's name, employee number, class title, class code and work location.

ARTICLE 7 **NEW EMPLOYEE INFORMATION**

Management will provide each new employee in the unit a printed card, supplied by the Association to the City Attorney's Office, containing only the following information:

- a. Your classification is represented by the Los Angeles City Attorney Management Association in agreement with the Management City Attorneys of the City of Los Angeles.
- b. The Los Angeles City Attorney Management Association, 200 North Main Street, 7th Floor, Los Angeles, California 90012, 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.
- c. If you would like membership information or applications, or if you want any other additional information, contact any member of the Association Board c/o Noreen S. Vincent, Office of the City Attorney, 200 North Main Street, 7th Floor, Los Angeles, California 90012.

ARTICLE 8 **SALARIES**

A. The parties to this MOU jointly recommend to the City Council approval of the salaries set forth in Appendices A, B, and C, which shall become operative as follows:

<u>Unit Hire/Appointments Before 1/1/14:</u>	<u>Unit Hire/Appointments On or After 1/1/14:</u>
Appendix A-1 – July 1, 2013	Appendix A-2 – January 1, 2014
Appendix B-1 – July 1, 2014	Appendix B-2 – July 1, 2014
Appendix C-1 – July 1, 2015	Appendix C-2 – July 1, 2015

B. ADDITIONAL SALARY ADJUSTMENTS

1. Effective January 1, 2010, Unit members in the classifications of Senior Assistant City Attorney and Chief Assistant City Attorney who have at least twelve (12) months of service at Step D (top step) in their current classification on or after January 1, 2010 shall receive a salary adjustment of 2.75%. This provision expires on January 1, 2014.
2. Effective January 1, 2011, Unit members in the classifications of Senior Assistant City Attorney and Chief Assistant City Attorney who are at Step D (top step) of their current classification and received the salary adjustment provided for in B.1 above shall receive an additional salary adjustment of 2.75% twelve (12) months after receiving the adjustment in B.1. This provision expires on July 1, 2012.
3. Unit members in the classifications of Senior Assistant City Attorney and Chief Assistant City Attorney who are on Step D (top step) of their current classification and received between January 1, 2011 and June 29, 2011 the salary adjustment provided for in B.2 above shall receive a 2.75% salary adjustment effective June 29, 2012. This provision expires on June 30, 2012.

Effective January 1, 2014, new Unit members and new appointments within the Unit shall not be eligible for the additional salary adjustments provided for in B.1, 2, and 3 above.

C. SALARY STEP ADVANCEMENT

1. Attorneys who have completed one year (12 months) at Step B on or after January 1, 2010 shall be advanced to Step C of the range for their classification, unless there is a finding by the City Attorney that an employee has rendered less than satisfactory service.
2. Attorneys who have completed one year (12 months) at Step C on or after January 1, 2010 shall be advanced to Step D of the range for their classification, unless there is a finding by the City Attorney that an employee has rendered less than satisfactory service.
3. Attorneys newly hired or appointed in the Unit on or after January 1, 2014, who have completed one year (12 months) at Step D, shall be advanced to Step E of the range for their classification, unless there is a finding by the City Attorney that an employee has rendered less than satisfactory service. Unit members on Step E shall not be eligible for any additional salary adjustments provided under Section B of this Article.
4. The City Attorney has, subject to budgetary constraints and position authorities, the authority to promote attorneys or to advance them to higher pay steps. The City Attorney will send to the CAO written findings of good cause justifying deviation

from restrictions in this MOU or elsewhere upon promotions or step advancement.

ARTICLE 9 **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 80 hours in any biweekly pay period, usually consisting of ten 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 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 160 hours at any given time during the calendar year; further provided that no period of less than one-half hour shall be accrued and recorded on any particular day. In no event shall vacation time or sick leave count towards an employee's 80-hour pay period for purposes of calculating excess hours worked under the provisions of this Article.
- C. Any balance of accrued but unused hours, up to the amount of 200 hours, remaining at the end of a calendar year will be carried over to the next calendar year. However, any hours in excess of 200 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 200 hours of compensatory time off in a calendar year.

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 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 10 **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 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, 2013, members of this Unit shall pay five percent (5%) 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. Effective January 1, 2015, this amount shall increase to ten percent (10%).

Effective January 1, 2013, 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 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 five percent (5%) of the City's maximum monthly health care subsidy. Effective January 1, 2015, this amount shall increase to ten percent (10%).

Management agrees to contribute for each half-time employee, as defined by Section 4.110 of the Los Angeles Administrative Code (LAAC) who became a member of LACERS following July 1, 1990, and for each employee who transfers from full-time to half-time status following 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, 2013, half-time employees in this Unit who are members of LACERS and are enrolled in a Flex Program medical plan shall pay five percent (5%) 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 such employees shall pay on a biweekly basis the total of the difference between the cost of their monthly medical plan premium and the Kaiser employee-only rate, plus five percent (5%) of the Kaiser employee-only rate. Effective January 1, 2015, this amount shall increase to ten percent (10%).

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 five percent (5%) toward the cost of their health care premium as described above for full-time employees. Effective January 1, 2015, this amount shall increase to ten percent (10%).

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 11, 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.

Section II - Dental Plans

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

Management will expend for full-time employees in the classifications listed in this Unit, 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 Section 4.110 of the LAAC, who becomes a member of LACERS and for each employee who transfers from full-time to half-time status following 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.

By extending to an employee the specific benefits defined by this Article, the City does not intend to confer or imply any other unspecified benefits to such employee, or to the employee's domestic partner, or the dependents of such domestic partner.

Section IV - General Provisions

An open enrollment period of at least 30 days shall be declared by the Personnel Department each year. During this open period, employees may enroll themselves and, at their option, their dependents in the City-sponsored plan. Employees who fail to enroll during this open period will be ineligible to participate in 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 an employee who is on Family or Medical Leave, under the provisions of Article 11 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 or Medical Leave in accordance with Article 11 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 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 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 11 **FAMILY AND MEDICAL LEAVE**

I. Authorization for Leave

During the term of this MOU, up to four (4) months (nine (9) pay periods) of family or medical leave shall be provided for the purpose of childbirth, adoption, foster care of a child, or serious health condition of an immediate family member (as defined in Article 17), 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 Los Angeles Administrative Code 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 12-month period shall begin on the first day of leave for each individual taking such leave. The succeeding 12-month period will begin the first day of leave taken under the provisions of this Article after completion of the previous 12-month period.

Exception: Under the provisions of this Article, a pregnant employee may be eligible for up to four (4) months (nine [9] pay periods) for childbirth disability and up to an additional four (4) months (nine [9] pay periods) for purposes of bonding. (See Section IV of this Article.)

II. Definitions

- A. **Spouse** means a husband or wife as defined or recognized under State law for purposes of marriage in this State.
- B. **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.
- C. **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.

- D. **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.

III. Eligibility

- A. The provisions of this Article shall apply to all employees in this Unit who have been employed by the City for at least 12 months and who have worked at least 1,040 hours during the 12 months immediately preceding the beginning of the leave. Effective January 1, 2014, the provisions of this Article shall apply to all employees in this Unit who have been employed by the City for at least 12 months and who have worked at least 1,250 hours during the 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.

- B. Parents (including those who are domestic partners) who both work for the City may 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. However, the aggregate period of time to which both are entitled is limited to the time allowed for only one employee. 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 does not apply to leave taken by one spouse or one domestic partner to care for the other who is seriously ill, or to care for a child with a serious health condition.

IV. Conditions

- A. **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 year of the child's birth.

Employees (either parent) are also eligible for family leave ("bonding") under the California Family Rights Act, which shall be limited to four months (nine (9) pay periods) and must be concluded within one 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 IV.B. "Adoption." (The administration of such leave shall be in accordance with Sections III.B. and IV.F. of this Article.)

- B. **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.
- C. **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.
- D. **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.
- E. A **serious health condition** is defined as an illness, injury, impairment, or physical or mental condition that involves:
 - 1. Any period of incapacity or treatment connected with inpatient care in a hospital, hospice, or residential medical care facility; or
 - 2. A period of incapacity requiring an absence of greater than three days involving continuing treatment by or under the supervision of a health care provider; or
 - 3. Any period of incapacity (or treatment therefore) due to a chronic serious health condition; or

4. A period of incapacity that is permanent or long-term due to a condition for which treatment may not be effective; or
5. 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 consecutive days if left untreated; or
6. Any period of incapacity due to pregnancy or for prenatal care.

- F. **Continuous, Intermittent, and Reduced Work Schedule Leave** - All leave granted under this Article shall normally be for a continuous period of time for each incident.

An employee shall be permitted to take intermittent leave or work on a reduced schedule to take care of a family member with a serious health condition or for 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 Los Angeles Administrative Code during the duration of their part-time schedule.

In accordance with the California Family Rights Act (CFRA), leave for the birth, adoption or foster care placement of a child of an employee ("bonding" leave) does not have to be taken in one continuous period of time. Under CFRA, the basic minimum duration of bonding leave is two weeks, and on any two occasions an employee is entitled to such bonding leave for a time period of not less than one day but 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 year of the birth or placement of the child.

- G. If any employee requires another leave for a separate incident under the provisions of this Article during the same 12-month period, a new request must be submitted.
- H. 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.
- I. **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 III.A. of this Article

shall automatically be considered to be on family or medical leave, effective the first day of the employee's absence.

- J. 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 15 calendar days to obtain the medical certification.
- K. Upon return from family or medical leave, an employee shall be returned to his/her original job or to an equivalent job.

V. Notice Requirements

A. Employee

When an employee requests family or 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 30 days notice. However, if the leave must begin in less than 30 days, the employee must provide as much advance notice as is practicable.

B. Management

In response to employee's request for family or medical leave, Management shall indicate whether or not the employee is eligible for such leave, if such leave will be counted against the employee's annual family or medical leave entitlement, and any requirement for the employee to furnish medical certification. Management shall designate leave, paid or unpaid, taken by an employee as family or medical leave-qualifying, regardless of whether or not the employee initiates a request to take family or medical leave.

VI. Applicable Time Off

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

A. Childbirth (Mother)

1. 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.
2. 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 3, 4, and 5

below.

3. Accrued 100% sick leave. The use of sick leave under this subsection is at the employee's discretion.
4. 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.
5. Unpaid leave.
6. Accrued non-FLSA compensatory time off may be used at the employee's discretion in accordance with Nos. 1 and 2 above. However, such non-FLSA compensatory time off shall be counted against the employee's four-month (nine (9) pay period) family or medical leave entitlement.

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

1. 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 2 and 6 below.
2. Accrued vacation available at the start of the leave shall be taken prior to the use of time under 3, 4, and 5 below.
3. Accrued 100% sick leave. The use of sick leave under this subsection is at the employee's discretion.
4. 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.
5. Unpaid leave.
6. Accrued non-FLSA compensatory time off may be used at the employee's discretion in accordance with No. 1 above. However, such non-FLSA compensatory time off shall be counted against the employee's four-month (nine (9) pay period) family or medical leave entitlement.

C. Personal Medical Leave

1. 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 Nos. 3 and 5 below.
2. 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 No. 3 below.

3. Accrued vacation time or non-FLSA compensatory time off.
4. Unpaid leave.
5. Accrued non-FLSA compensatory time off may be used at the employee's discretion in accordance with Nos. 1 and 3 above. However, such non-FLSA compensatory time off shall be counted against the employee's four-month (nine (9) pay period) family or medical leave entitlement.

VII. Sick Leave Rate of Pay

Payment for sick leave usage under VI.A, B, and C shall be at the regular accrued rate of 100% or 75% as appropriate.

VIII. Monitoring

Management shall maintain such records as are required to monitor the usage of leave as defined in this Article. Such records are to be made available to the Association upon request.

It is the intent of the parties that the provisions and administration of this Article be in compliance with the Family and Medical Leave Act of 1993, the California Family Rights Act of 1993, and the Pregnancy Disability Leave provisions of the California Fair Employment and Housing Act.

ARTICLE 12 RETIREMENT BENEFITS

A. Benefits

Effective July 1, 2007 through to the start of the pay period 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 pay period 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 30, 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 will return to 6.0 percent (6%) in accordance with the ERIP Agreement of October 26, 2009.

Effective July 1, 2011, all Unit members who are members of LACERS shall contribute an additional four percent (4%) of their pre-tax compensation to defray a portion of the City's cost of providing retiree health insurance, 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.

B. Procedure for Benefits Modifications

Proposals for major retirement benefit modifications will be negotiated in joint meetings with the certified employee organizations whose memberships will be directly affected.

Agreements reached between Management and organizations whereby a majority of the members in the Los Angeles City Employees' Retirement System are affected shall be recommended to the City Council by the City Administrative Officer as affecting the membership of all employees in the Los Angeles City Employees' Retirement System.

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 once a year, in a report from the City Administrative Officer 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 Management and the organizations representing a majority of the members in the Los Angeles City Employees' Retirement System as to whether a particular proposal constitutes either a major or a minor modification, the proposal shall be treated as a major modification.

C. Retiree Health Benefits

As of June 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 June 27, 2011, 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 (effective July 25, 2013: as authorized in LAAC Sec. 4.1111(c) in accordance with Ordinance No. 182,629) 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 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.

The parties further agree that should any provision of these sections (Article 12 A or C) be enjoined, or declared invalid or unlawful by a court of competent jurisdiction, the Maximum Medical Plan Subsidy would revert to the provision of the LAAC in effect prior to June 30, 2011, and the parties shall meet and confer to achieve equal cost savings.

ARTICLE 13 **SICK LEAVE BENEFITS**

Management's practices with regard to allowances for sick leave will be continued during the term of the Memorandum of Understanding. Such practices shall be in accordance with Sections 4.126, 4.126.1, 4.126.2, 4.127 and 4.128 of the Los Angeles Administrative Code.

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).

By extending to an employee the specific benefits defined by this Article, the City does not intend to confer or imply any other unspecified benefits to such employee, or to the employee's domestic partner, or to any other person.

ARTICLE 14 **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 staff representative of the Los Angeles City Attorney

Management Association to inspect the departmental folder, upon written consent of the employee. The written consent must be presented in person by the employee to the personnel office. The time to review the folder must be arranged by the staff representative. The staff representative may not remove or have a copy of any document in the folder. The employee or staff representative'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. This provision shall not apply to documents placed in said folder prior to July 1, 1980.

A written reprimand or "Notice to Correct Deficiencies" will be sealed upon the written request of an affected employee if he/she has not been involved in any subsequent related incidents that resulted in written corrective counseling or other management action for a period of five (5) years from the date the most recent notice was issued or management action taken.

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 15 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. Columbus Day (the second Monday in October)
9. Veteran's Day
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. One unspecified holiday

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 holiday shall be taken in accordance with the following requirements:
 - 1. The holiday must be taken in one full normal working day increment of eight (8) hours during the calendar year in which it is credited or it will be forfeited. The request for such time off, if timely submitted by the employee, will be promptly approved by Management subject to the operating needs of the 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 holiday shall forfeit any right thereto.
 - 3. The holiday shall not be utilized to extend the date of any layoff.
 - 4. No employee shall be entitled to an unspecified holiday until he/she has completed six months of satisfactory service.
 - 5. Only full-time employees shall be entitled to the unspecified holiday.
 - 6. No employee shall receive more than one unspecified holiday each calendar year. Thus, (a) an employee transferring from the Department of Water and Power (DWP) to any other City department, office, or bureau will not receive an unspecified holiday after taking such holiday prior to leaving DWP, and (b) employees who resign or are terminated and then rehired during the same calendar year, will not receive an additional unspecified holiday when rehired.

ARTICLE 16 VACATIONS

Section I – Vacation Accrual

Each employee in this unit who has completed his/her qualifying year on or after that date 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 Section 4.246 of the LAAC:

Years of Service Completed	Number of Vacation Days	Monthly Accrual Rate In Hours/Minutes
1	11	7.20
5	17	11.20
13	18	11.20
14	19	11.20
15	20	11.20
16	21	11.20
17	22	14.40
18	23	14.40
19	24	16.00
25	25	16.40

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

Unit members 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 this/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 17 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 or the agent thereof designated to determine such matters, be allowed a leave of absence with full pay for a maximum of three working days for each occurrence of a death in the employee's immediate family. 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, 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 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. By extending to an employee the specific benefits defined by this Article, the City does not intend to confer or imply any other unspecified benefits to such employee, or to the employee's domestic partner, or to any other person.

Effective July 1, 2012, members of this Unit shall be entitled to use the above-described Bereavement Leave days up until 14 months from the date of the death of the qualifying immediate family member. Bereavement Leave days not used prior to 14 months from the date of said death shall be deemed waived and lost.

Effective January 1, 2014, members of this Unit shall be entitled to use the above-described Bereavement Leave days up until 370 calendar days from the date of the death of the qualifying immediate family member. Bereavement Leave days not used prior to 370 calendar days from the date of said death shall be deemed waived and lost

ARTICLE 18 **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 section 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 year immediately prior to the date on which the absence begins, continuous service as that term is defined in Section 4.42(t) of the Administrative Code 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 months. A six-month leave of absence can be extended, however, in increments of up to six 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 Memorandum of Understanding.

For Family and Medical Leave, see Article 11.

ARTICLE 19 GRIEVANCE PROCEDURE

STATEMENT OF INTENT

Management and the Union have a mutual interest in resolving workplace issues appropriately, expeditiously and at the lowest level possible. In recognition of this mutual interest, the parties acknowledge that the grievance process is not a replacement for daily communication between the employee and the supervisor, nor is it inherently an adversarial process. Rather, it is a process to mutually resolve workplace issues to the maximum extent possible within the organization.

DEFINITION

A grievance is defined as a dispute concerning the interpretation or application of this written MOU, or departmental rules and regulations governing personnel practices or working conditions applicable to employees covered by this MOU. The parties agree that the following shall not be subject to the grievance procedure:

1. An impasse in meeting and conferring upon the terms of a proposed Memorandum of Understanding.
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.

C. TIME, TIME LIMITS AND WAIVERS

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

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

D. MEDIATION

At any step following the Informal Discussion in the grievance process, the Union or Management may request mediation, by letter to the department's personnel officer. Within ten (10) business days of receipt of a request for mediation, the receiving party shall either return the request without action or request that the Employee Relations Board appoint a mediator. The Employee Relations Board shall attempt to obtain the services of a mediator from the State Mediation and Conciliation Service. If a State mediator is unavailable, Union and Management may jointly agree to a mediator selected by the Executive Director of the Employee Relations Board. The fees of such mediator shall be shared equally by Union and Management.

The primary effort of the mediator shall be to assist the parties in settling the grievance in a mutually satisfactory fashion. The mediation procedure shall be informal, i.e., court reporters shall not be allowed, the rules of evidence shall not apply, and no formal record shall be made. The mediator shall determine whether witnesses are necessary in the conduct of the proceedings.

If settlement is not possible, the mediator may be requested to provide the parties with an immediate oral opinion as to how the grievance would be decided if it went to arbitration. Such opinion shall be advisory only. Upon mutual agreement of the parties, the mediator may be requested to furnish such opinion in writing, along with a brief statement of the reasons for the opinion. Such opinion shall not be used during any subsequent arbitration.

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

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

- 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 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 employee shall have the affirmative responsibility to inform the supervisor that the issue is being raised pursuant to this grievance procedure.

The immediate supervisor shall meet with the employee, secure clarification of the issue, consider the employee's proposed solution, and discuss possible alternative solutions and/or other administrative remedies. The immediate supervisor shall inform the department's personnel office, and the personnel director shall inform the Union of the grievance. The immediate supervisor shall respond verbally within 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

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, serve a grievance initiation form with the immediate supervisor (or another member of management if the immediate supervisor is not available within the ten day filing period), who will accept it on behalf of management and immediately forward it to the next level manager above the immediate supervisor who is not in the same bargaining unit as the employee.

The manager, or appropriate designee, shall meet with the employee within 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

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 last day of the response period provided for in Step 2. The City Attorney or designee shall meet with the employee 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 30 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 last day of the response period provided for in Step 3 or 3A. 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 Memorandum of Understanding.

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.

PROCEDURE:

STEP 1

The Union shall file the grievance in writing with the City Attorney, or designee, of the affected department 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

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 20 GRIEVANCE REPRESENTATION

The Association may designate a reasonable number of grievance representatives 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 Association. A grievance representative, if so requested, may represent a grievant in the presenting of grievances at all levels of the grievance procedure.

The grievant and the representative may have a reasonable amount of paid time off for this purpose. However, the grievant representative will receive paid time off only if he/she is the representative 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.

If a grievance representative must leave his/her work location to represent a grievant, he/she shall first obtain permission from his/her supervisor on a form provided for such purpose. Permission to leave will be granted unless such absence would cause an undue interruption of work. If such permission cannot be granted promptly, the grievance representative 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 grievance representative'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 his/her representative 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 his/her representative, only that amount of time necessary to bring about a prompt disposition of the grievance will be allowed.

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

ARTICLE 21 **PAYROLL DEDUCTION AND DUES**

A. Association dues and such other deductions as may be properly requested and lawfully permitted will be deducted by the Controller biweekly in twenty-four (24) increments annually from the salary of each employee in the Unit who files with the Controller a written authorization that such deductions be made. Remittance of the aggregate amount of all dues and other proper deductions made from the salaries of employees covered hereunder shall be made to the Association 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 (\$0.09) per deduction shall be assessed by the City Controller for the processing of each payroll deduction taken. The City Controller will deduct the aggregate amount of said fees on a biweekly basis.

B. Employees who have authorized Association dues deductions on the effective date of this Memorandum of Understanding or at any time subsequent to the effective date of this Memorandum of Understanding shall continue to have such dues deduction made by the City Controller during the term of this Memorandum of Understanding; provided, however, that employees may terminate such Association dues during the period December 15 through December 31, by notifying both the Association and the City

Controller of their termination of Association dues deduction. Such notification shall be by certified mail and shall be in the form of a letter containing the following information: employee name, employee signature, employee number, employee job classification, employee department name and name of Association for which dues deductions are to be canceled.

The Association agrees to indemnify and hold the City harmless from any liabilities of any nature which may rise as a result of the application of the provisions of this Article.

ARTICLE 22 **WORK ACCESS**

An Association 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 Memorandum of Understanding 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 Memorandum of Understanding. Said representative shall request authorization for such visit by contacting the designated representative of the City Attorney. In the event immediate access cannot be authorized, the designated representative shall inform the Association staff representative as to the time when access can be granted.

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

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

ARTICLE 23 **BULLETIN BOARDS**

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

- a. Notices of Association meetings.
- b. Notices of Association elections and their results.
- c. Notices of Association events excluding any illegal activities.
- d. Notices of official Association business and information.

The Association may post all such notices listed above, provided that such notices are identified with an official stamp of the Association, and indicate a removal date. All other communications must receive approval by the designated representative of the City Attorney prior to posting. Such other communications will also contain an official Association stamp and removal date.

Management may remove any and all Association 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 Association and meet with the Association within 24 hours after removal to discuss the propriety of the notice or other communication in question, if the Association believes said removal is an unwarranted action.

ARTICLE 24 **OBLIGATION TO SUPPORT**

The parties agree that prior to the implementation of this Memorandum of Understanding 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 Association 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 said department heads, individually to advocate any addition or deletion to the terms and conditions of this Memorandum of Understanding. However, this Article shall not preclude the parties from appearing before the Mayor, City Council, Council Committee or City Attorney, nor meeting with individual members of the City Council or department heads to advocate or urge the adoption and approval of this Memorandum of Understanding.

ARTICLE 25 **FULL UNDERSTANDING**

Management and the Association 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 Memorandum of Understanding 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 Memorandum of Understanding 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 Memorandum of Understanding by any party hereto, shall not constitute a precedent in the future enforcement of any of its terms and provisions.

ARTICLE 26 **AUTHORIZED AGENTS**

For the purpose of administering the terms and provisions of this Memorandum of Understanding:

- A. The Management Attorneys Unit, Los Angeles City Attorney Management Association, principal authorized agent, shall be any officer of that Association.

1. Address: Office of the City Attorney
Attention: Noreen S. Vincent
200 North Main Street, 7th Floor
Los Angeles, CA 90012

Telephone: contact Noreen S. Vincent or Maureen R. Siegel

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, CA 90012

Telephone: (213) 978-7676

2. Address: City Attorney
Administrative Services
Room 800, City Hall East
Los Angeles, CA 90012

Telephone: (213) 978-8366

ARTICLE 27 **PROVISIONS OF LAW AND SEPARABILITY**

It is understood and agreed that this Memorandum of Understanding 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 of the City. If any article, part or provision of this Memorandum of Understanding is held to be invalid or unenforceable by the final judgement 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 Memorandum of Understanding shall not be affected thereby.

ARTICLE 28 **INTRA-DEPARTMENTAL REASSIGNMENT OPPORTUNITIES**

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

Employees may submit written requests that they be automatically considered for reassignment to specific assignments, sections or divisions 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 Association activities.

ARTICLE 29 **EMPLOYEE BENEFITS INFORMATION**

Management shall furnish at least twice a year to each employee in the Unit a statement listing sick leave, vacation and accumulated overtime balances.

ARTICLE 30 **PROFESSIONAL BAR DUES/FEEES**

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 30 days. Within 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.

ARTICLE 31 **USE OF CITY FACILITIES**

City facilities may be used 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 Association 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 32 **MILEAGE**

When an employee is authorized to use his/her own vehicle, pursuant to Division 4, Chapter 5, Article 2 of the Los Angeles Administrative Code, in the performance of his/her duties, such employee shall be reimbursed for such use at the rate of fifty-six and one-half cents (56.5¢) effective January 1, 2013, and fifty-six cents (56¢) effective January 1, 2014 for each mile traveled in any biweekly pay period.

During the term of this MOU, the cents per mile reimbursement shall be increased or decreased to an amount equal to the annual standard car mileage allowance as determined by the Internal Revenue Service (IRS). The City Administrative Officer shall certify to the Controller appropriate changes, if required, to become effective the beginning of the pay period in which January 1 falls, or on such other date as the IRS may determine.

ARTICLE 33 **CITY-ASSOCIATION 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 Association, and the Association 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 Association members occur, the Association 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.

The provisions of this Article shall expire at 12:01 a.m. on July 1, 2016.

ARTICLE 34 **WORKERS' COMPENSATION**

The City shall provide Workers' Compensation benefits in accordance with Section 4.104 of the Los Angeles Administrative Code, 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 Section 4.104 of the Los Angeles Administrative Code prior to August 16, 1995.

ARTICLE 35 **LIFE INSURANCE**

A term life insurance benefit equal to approximately one-year's salary will be provided at no cost to current Unit members. Such benefit may be provided by affording additional appropriate flexible benefit credits to Unit members for utilization in the City's flexible benefit program.

Effective July 1, 2012, the term life insurance benefit described in this Article shall be continued only for those Unit members who were already enrolled and receiving the benefit

prior to June 30, 2012. New enrollments shall be prohibited subsequent to July 1, 2012.

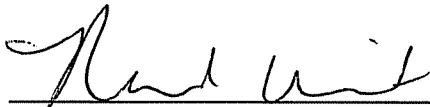
ARTICLE 36 **CONTRACTING OUT**

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

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.

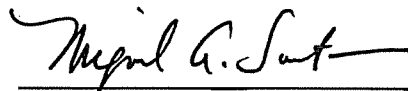
Los Angeles City Attorney
Management Association,
Management Attorneys Unit
Representatives

City of Los Angeles,
Authorized Management
Representatives



Noreen S. Vincent
President, Los Angeles City Attorney
Management Association

Date: 12/16/13



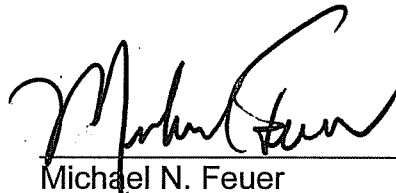
Miguel A. Santana
City Administrative Officer

Date: 12/17/13.



Maureen R. Siegel
Vice-President, Los Angeles City Attorney
Management Association

Date: 12/15/13



Michael N. Feuer
City Attorney

Date: 12/18/13

Approved as to form:



For the City Attorney

Date: 12/18/13

MOU 32-2013-16

APPENDIX A-1
Unit Members Hired/Appointed Before January 1, 2014
MANAGEMENT ATTORNEY SALARIES - JULY 1, 2013

CODE	TITLE		A	B	C	D
0554	Senior Assistant City Attorney	BW	\$ 7,146.40	\$ 7,428.80	\$ 7,633.60	\$ 7,844.00
		YR	\$186,521.04	\$193,891.68	\$199,236.96	\$204,728.40
0555	Chief Assistant City Attorney	BW	--	\$ 7,972.80	\$ 8,192.00	\$ 8,417.60
		YR	--	\$208,090.08	\$213,811.20	\$219,699.36

**APPENDIX A-2 (Revised Class Codes)
 Unit Members Hired/Appointed On or After January 1, 2014**

MANAGEMENT ATTORNEY SALARIES - JANUARY 1, 2014

CODE	TITLE		A	B	C	D	E
0541	Senior Assistant City Attorney	BW	\$ 7,146.40	\$ 7,428.80	\$ 7,633.60	\$ 7,844.00	\$ 8,079.20
		YR	\$186,521.04	\$193,891.68	\$199,236.96	\$204,728.40	\$210,867.12
0538	Chief Assistant City Attorney	BW	--	\$ 7,972.80	\$ 8,192.00	\$ 8,417.60	\$ 8,670.40
		YR	--	\$208,090.08	\$213,811.20	\$219,699.36	\$226,297.44

APPENDIX B-1
Unit Members Hired/Appointed Before January 1, 2014
MANAGEMENT ATTORNEY SALARIES - JULY 1, 2014

CODE	TITLE		A	B	C	D
0554	Senior Assistant City Attorney	BW	\$ 7,146.40	\$ 7,428.80	\$ 7,633.60	\$ 7,844.00
		YR	\$186,521.04	\$193,891.68	\$199,236.96	\$204,728.40
0555	Chief Assistant City Attorney	BW	--	\$ 7,972.80	\$ 8,192.00	\$ 8,417.60
		YR	--	\$208,090.08	\$213,811.20	\$219,699.36

**APPENDIX B-2 (Revised Class Codes)
 Unit Members Hired/Appointed On or After January 1, 2014**

MANAGEMENT ATTORNEY SALARIES - JULY 1, 2014

CODE	TITLE		A	B	C	D	E
0541	Senior Assistant City Attorney	BW	\$ 7,146.40	\$ 7,428.80	\$ 7,633.60	\$ 7,844.00	\$ 8,079.20
		YR	\$186,521.04	\$193,891.68	\$199,236.96	\$204,728.40	\$210,867.12
0538	Chief Assistant City Attorney	BW	--	\$ 7,972.80	\$ 8,192.00	\$ 8,417.60	\$ 8,670.40
		YR	--	\$208,090.08	\$213,811.20	\$219,699.36	\$226,297.44

APPENDIX C-1
Unit Members Hired/Appointed Before January 1, 2014
MANAGEMENT ATTORNEY SALARIES - JULY 1, 2015

CODE	TITLE		A	B	C	D
0554	Senior Assistant City Attorney	BW	\$ 7,146.40	\$ 7,428.80	\$ 7,633.60	\$ 7,844.00
		YR	\$186,521.04	\$193,891.68	\$199,236.96	\$204,728.40
0555	Chief Assistant City Attorney	BW	--	\$ 7,972.80	\$ 8,192.00	\$ 8,417.60
		YR	--	\$208,090.08	\$213,811.20	\$219,699.36

**APPENDIX C-2 (Revised Class Codes)
 Unit Members Hired/Appointed On or After January 1, 2014**

MANAGEMENT ATTORNEY SALARIES - JULY 1, 2015

CODE	TITLE		A	B	C	D	E
0541	Senior Assistant City Attorney	BW	\$ 7,146.40	\$ 7,428.80	\$ 7,633.60	\$ 7,844.00	\$ 8,079.20
		YR	\$186,521.04	\$193,891.68	\$199,236.96	\$204,728.40	\$210,867.12
0538	Chief Assistant City Attorney	BW	--	\$ 7,972.80	\$ 8,192.00	\$ 8,417.60	\$ 8,670.40
		YR	--	\$208,090.08	\$213,811.20	\$219,699.36	\$226,297.44