

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

**THIS MEMORANDUM OF UNDERSTANDING made and entered into this
24th day of February, 2017**

BY AND BETWEEN

THE CITY OF LOS ANGELES

AND THE

LOS ANGELES CITY ATTORNEY MANAGEMENT ASSOCIATION

July 1, 2016 – June 30, 2019

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Appendix A-1, A-2 (Operative July 1, 2016)

Appendix B (Operative January 22, 2017)

Appendix C (Operative June 25, 2017)

Appendix D (Operative June 10, 2018)

ARTICLE 1 **RECOGNITION**

The City of Los Angeles (Management) hereby recognizes the Los Angeles City Attorney Management Association (Association) as the exclusive representative of the employees in the Management Attorneys Unit (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 the Appendices 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 (MOU) 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 (CAO) in writing that it has approved this MOU in its entirety.
- b. The City Attorney has approved this MOU in its entirety in the manner required by law.
- c. The City Council has: (1) approved this MOU in its entirety; and (2) amended applicable provisions of the Los Angeles Administrative Code (LAAC), as necessary.

ARTICLE 3 **NON-DISCRIMINATION**

The parties mutually recognize and agree to protect the rights of all employees to join and participate in the activities of the 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, LGBTQ identity, or political beliefs.

ARTICLE 4 **TERM**

The term of this MOU shall commence on the date when the terms and conditions for its effectiveness, as set forth in Article 2, Implementation of Memorandum of Understanding, are fully met, but in no event shall said MOU become effective prior to 12:01 a.m. on July 1, 2016. This MOU shall expire and otherwise be fully terminated at midnight on June 30, 2019.

Notwithstanding the above, the provisions of this MOU shall remain in effect until a successor MOU is implemented or impasse proceedings are completed as long as the parties have met their obligations under the provisions of Article 5, Calendar for Successor Memorandum of Understanding, and are continuing to meet and confer in good faith.

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

In the event that the Association or Management desires a successor MOU, the Association or Management shall send a written request to the other party to commence meet and confer sessions at any time after January 1, 2019. Meet and confer sessions shall promptly begin on a mutually agreed upon date.

ARTICLE 6 **UNIT MEMBERSHIP LIST**

Management shall provide the Association, within thirty (30) calendar days from the effective date of this MOU and each thirty (30) calendar days thereafter, an alphabetized list of employees subject to this MOU, 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-1, A-2, B, C, and D, which shall become operative as follows:

Appendix	Operative Date	Applicable To
A-1	July 1, 2016	All employees hired before January 1, 2014
A-2	July 1, 2016	All employees hired on or after January 1, 2014
B	January 22, 2017	All employees regardless of hire date
C	June 25, 2017	All employees regardless of hire date
D	June 10, 2018	All employees regardless of hire date

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 paragraph B.1 above shall receive an additional salary adjustment of 2.75% twelve (12) months after receiving the adjustment in paragraph 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 paragraph 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 paragraphs B.1, 2, and 3 above.

The provisions of this Section B. shall be terminated with the implementation of Salary Appendix B on January 22, 2017.

- C. Effective January 22, 2017, with the implementation of Salary Appendix B, the two separate pay scales specified in Appendices A-1 and A-2 shall be merged into one pay scale for the two classifications listed in Appendix B, and all employees will be merged into the following classifications:

<u>Classification</u>	<u>Class Code</u>
Senior Assistant City Attorney	0554
Chief Assistant City Attorney	0555

- D. Effective January 22, 2017, with the implementation of Salary Appendix B, the employees in the following classifications shall be placed on a 15-step salary plan and a salary range as prescribed in Appendix B. The following table provides step placement information for all classifications.

Conversion Table to the 15-Step Salary Plan for MOU 32 Classes		
Code	Class	New Salary Step
0554-A	Senior Assistant City Attorney	7
0554-B	Senior Assistant City Attorney	8
0554-C	Senior Assistant City Attorney	9
0554-D	Senior Assistant City Attorney	10
0554-D1	Senior Assistant City Attorney	11
0554-D2	Senior Assistant City Attorney	12
0554-D3	Senior Assistant City Attorney	13
0555-B	Chief Assistant City Attorney	8
0555-C	Chief Assistant City Attorney	9
0555-D	Chief Assistant City Attorney	10
0555-D1	Chief Assistant City Attorney	11
0555-D2	Chief Assistant City Attorney	12
0555-D3	Chief Assistant City Attorney	13
0541-A	Senior Assistant City Attorney	6
0541-B	Senior Assistant City Attorney	7
0541-C	Senior Assistant City Attorney	8
0541-D	Senior Assistant City Attorney	9
0541-E	Senior Assistant City Attorney	11*
0538-B	Chief Assistant City Attorney	8
0538-C	Chief Assistant City Attorney	9
0538-D	Chief Assistant City Attorney	10
0538-E	Chief Assistant City Attorney	11**

Note: D1, D2, and D3 in the class codes above are for employees who were assigned one, two or three Additional Salary Adjustments as prescribed in paragraph B. above.

* Any Senior Assistant City Attorney in Class Code 0541-E who promoted from Assistant City Attorney between January 1, 2014, and December 31, 2014, and did not receive a 5.5% salary increase upon promotion, shall be placed on Step 13.

** Any Chief Assistant City Attorney in Class Code 0538-E who promoted from Senior Assistant City Attorney between January 1, 2014, and December 31, 2014, and did not receive a 5.5% salary increase upon promotion, shall be placed on Step 12.

E. All employees shall retain their current salary anniversary date with the implementation of Salary Appendix B, regardless of the step placement that occurs on January 22, 2017.

F. SALARY STEP ADVANCEMENT

1. Attorneys who have completed one year (12 months) on a step of the salary range prescribed for that class shall be advanced to the next higher step of the salary range for their classification, unless there is a finding by the City Attorney that an employee has rendered less than satisfactory service.
2. Upon advancement from a lower class to a higher class, the employee shall be placed on the salary step of the salary range of the higher class which results in a minimum of a 5.5% increase from the salary rate previously held in the lower class.
3. The City Attorney has, subject to budgetary constraints and position authorities, the authority to promote attorneys or to advance them to higher pay steps

ARTICLE 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 200 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. Effective January 1, 2017, any balance of accrued but unused hours, up to the amount of 240 hours, remaining at the end of a calendar year will be carried over to the next calendar year. However, any hours in excess of 240 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 240 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 LAAC Section 4.303, upon the recommendation of the City's Joint Labor-Management Benefits Committee.

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

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

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

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

Management agrees to contribute for each half-time employee, as defined by LAAC Section 4.110, who became a member of LACERS 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, 2017, half-time employees in this Unit who are members of LACERS and are enrolled in a Flex Program medical plan shall pay ten percent (10 %) of the monthly Kaiser employee-only rate on a biweekly basis, when the cost of their medical plan is at or below the amount of the Kaiser employee-only rate. When the cost of their medical plan is greater than the Kaiser employee-only rate, then 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 ten percent (10%) of the Kaiser employee-only rate.

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

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

Management will apply the subsidy first to the employee's coverage. Any remaining balance will be applied toward the coverage of the employee's dependents under the plan.

Full-time employees who work a temporary reduced schedule under the provisions of Article 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 LAAC 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 LAAC Section 4.110, 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.

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 a City-sponsored plan unless another open enrollment period is subsequently declared by the Personnel Department.

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

Management will retain all duties and responsibilities it has had for the administration of the City's Health and Dental Plans.

Section V - Subsidy During Family and Medical Leave

For 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 LAAC to the contrary.

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

Leave under the provisions of this Article shall be limited to four (4) months (nine (9) pay periods) during a twelve (12) month period, regardless of the number of incidents. A 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 1,250 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 consecutive 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 LAAC Section 4.110 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 as of 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, Surrogacy, 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.

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

For employees hired on or after February 21, 2016, the retirement formula for LACERS Tier 3 and a flat-rated employee retirement contribution of seven percent (7%) shall be continued.

B. Retiree Health Benefits

There is a retiree health benefit program, including a medical plan premium subsidy, for retired members of LACERS under LAAC Division 4, Chapter 11. Commencing June 27, 2011, the parties agree that the retiree medical plan premium subsidy available under this program is a vested benefit, and retirees are authorized to receive increases to the medical plan premium subsidy in exchange for and subject to an agreement between the Association and the City for Association members to pay additional employee contributions.

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

With regard to LACERS Tier 1, as provided by LAAC Section 4.1111, the monthly Maximum Medical Plan Premium Subsidy, which represents the Kaiser two-party non-Medicare Part A and Part B premium, is vested. The entitlement

to the maximum amount of the annual increase of the Maximum Medical Plan Premium Subsidy at an amount not less than the dollar increase in the Kaiser two-party non-Medicare Part A and Part B premium is vested and shall be granted for all members who made the additional contributions authorized by LAAC Section 4.1003(c).

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.

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

The vesting schedule for the Maximum Medical Plan Premium Subsidy for employees enrolled in LACERS Tier 1 and LACERS Tier 3 shall be the same. The maximum amount of the annual increase authorized in LAAC Section 4.1126(b) is a vested benefit that shall be granted by the LACERS Board.

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

C. 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 the City and organizations whereby a majority of the members in the LACERS are affected shall be recommended to the City Council by the CAO as affecting the membership of all employees in the LACERS. Such modifications need not be included in the MOU in order to be considered appropriately negotiated.

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

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

ARTICLE 13 **SICK LEAVE BENEFITS**

Management's practices with regard to allowances for sick leave will be continued during the term of the MOU. Such practices shall be in accordance with LAAC Sections 4.126, 4.126.2, 4.127 and 4.128, and shall also comply with applicable sections of the California Labor Code.

Any employee claiming a domestic partner for purposes of this Article shall complete a confidential affidavit to be filed in the Employee Benefits Office, Personnel Department, which shall be signed by the City employee and the domestic partner, declaring the existence of a domestic partnership with a named domestic partner. No affidavit is required to secure family illness benefits arising from the illness or injury of a household member (any person residing in the immediate household of the employee at the time of the illness or injury).

ARTICLE 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 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 three (3) 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 (November 11)
10. Thanksgiving Day (the fourth Thursday in November)
11. The Friday after Thanksgiving Day
12. Christmas Day
13. Any day or portion thereof declared to be a holiday by proclamation of the Mayor, and the concurrence of the City Council by resolution
14. One unspecified holiday. Effective January 1, 2017, one additional unspecified holiday will be added, for a total of two per calendar year.

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

C. When any holiday from 1 through 12 above falls on a Saturday, it shall be observed on the preceding Friday.

D. Any holiday declared by proclamation of the Mayor shall not be deemed to advance the last scheduled working day before a holiday for purposes of computing any additional time off.

E. The unspecified holidays shall be taken in accordance with the following requirements:

1. The holidays must be taken in full normal working day increments of eight (8) hours during the calendar year in which they are credited or they will be forfeited. The request for such time off, if timely submitted by the employee, will be promptly approved by Management subject to the operating needs of the office. If an unforeseen operating requirement prevents the employee from taking such previously-approved holiday, Management shall reschedule the holiday so that it can be taken on some other mutually satisfactory date within the calendar year.
2. Any break in service (i.e., resignation, discharge, retirement, suspension) prior to taking the holidays shall forfeit any right thereto.

3. The holidays shall not be utilized to extend the date of any layoff.
4. No employee shall be entitled to an unspecified holiday until he/she has completed six months of satisfactory service.
5. No employee shall receive more than two unspecified holidays each calendar year.

ARTICLE 16 VACATIONS

Section I – Vacation Accrual

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

Years of Service Completed	Number of 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

Employees called into active military service (other than temporary military service) shall, following their qualifying year of service for vacation, continue to accrue vacation during their military service, subject to the same maximum accrual requirements as active City employees. To avoid reaching maximum accrual during an extended leave,

employees may request cash payment of accrued but unused vacation time as of the date of the commencement of their military leave. Such request may be for all accrued time or a portion of their accrued time. The request for any cash payment must be made prior to the employee's first day of 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 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. The employee shall be entitled to use this leave up to 370 days from the date of the death of the qualifying family member. Bereavement Leave not used prior to 370 calendar days from the date of said death shall be deemed waived and lost. Such employees shall furnish a death certificate or other satisfactory proof of the death to justify the absence. "Immediate family" shall include father, father-in-law, mother, mother-in-law, brother, sister, spouse, child, grandfather, grandmother, stepparents, stepchildren, grandchildren, foster parent, foster child, any relative who resided in the employee's household, the domestic partner of an employee, and the following relatives of the domestic partner: mother, father, child, grandchild. For the purpose of this Article, simultaneous, multiple family deaths will be considered as one occurrence.

Any employee claiming a domestic partner for purposes of this Article shall complete a confidential affidavit to be filed in the Employee Benefits Office, Personnel Department, which shall be signed by the City employee only, declaring the existence of a domestic partnership with a named domestic partner.

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

ARTICLE 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 Article may be made by any commissioned officer of such armed forces. The Controller shall have power at any time to require such additional evidence as is satisfactory to him/her of the entry of such employee into active service in such armed forces and of the actual performance by such employee of ordered military duty during all of any part of such leave.

In determining whether an employee has been in the service of the City for a period of not less than one year immediately prior to the date on which the absence begins, continuous service as that term is defined in LAAC Section 4.42(t) shall be required, provided, however, that service in any department having control of its own funds shall be counted in making such determination.

B. Religious Observance

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

C. Jury Service

Any employee who is duly summoned to attend any court for the purpose of performing jury service or has been nominated and selected to serve on the Grand Jury of Los Angeles County shall, for those days during his or her scheduled working period during which jury service is actually performed and those days necessary to qualify for jury service, receive his or her regular salary. Provided, however, that any jury attendance fees received by the employee who receives regular salary pursuant to this provision, except those fees received for jury service performed on a regular day off or a holiday, shall be paid to the City and deposited in the General Fund. The absence of any employee for the purpose of performing jury service during his or her scheduled work period shall be deemed to be an authorized absence with pay. Any money received as compensation for mileage is not to be considered as a part of the employee's pay for these purposes.

D. Civic Duty

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

received by the employee who receives regular salary pursuant to these provisions, except those fees received for services performed on a regular day off or holiday, shall be paid to the City and deposited in the General Fund. The absence of any employee for the purpose of serving as a witness during his or her scheduled working period shall be deemed an authorized absence with pay. Any money received as compensation for mileage is not to be considered as a part of the employee's pay for these purposes.

A court of competent jurisdiction is defined as a court within the county in which the employee resides or if outside the county of residence, the place of appearance must be within 150 miles of the employee's residence.

E. Other Leaves of Absence

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

Employees may submit a request for a leave of absence to the City Attorney. Leaves will not be approved which exceed six 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 MOU.

For Family and Medical Leave, see Article 11.

ARTICLE 19

GRIEVANCE PROCEDURE

STATEMENT OF INTENT

Management and the Association 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 MOU.
2. Any matter for which an administrative remedy is provided before the Civil Service Commission.
3. Any issue that the parties agree to refer to another administrative resolution process.

GENERAL PROVISIONS

A. BINDING ELECTION OF PROCEDURE

Where a matter within the scope of this grievance procedure is alleged to be both a grievance and an unfair labor practice under the jurisdiction of the Employee Relations Board, the employee must elect to pursue the matter under either the grievance procedure herein provided, or by action before the Employee Relations Board. The employee's election of either procedure shall constitute a binding election of the procedure chosen and a waiver of the alternate procedure.

B. GRIEVANCE PROCESS RIGHTS

No grievant shall lose his/her right to process his/her grievance because of Management-imposed limitations in scheduling meetings.

C. TIME, TIME LIMITS AND WAIVERS

"Business days" shall be defined as Monday through Friday, exclusive of City Holidays, as defined in Article 15 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 Association 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, the Association and Management may jointly agree to a mediator selected by the Executive Director of the Employee Relations Board. The fees of such mediator shall be shared equally by the Association 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 Association and Management.

GRIEVANCE PROCESS

STEP 1 ISSUE IDENTIFICATION AND INFORMAL DISCUSSION

The grievant has the responsibility to discuss his/her grievance informally with his/her immediate supervisor. The employee shall discuss the issue with the immediate supervisor on an informal basis to identify and attempt resolution of the employee's issue within ten (10) business days following the day the issue arose. The immediate

supervisor will, upon a specific request of a grievant, discuss the grievance with the grievant at a mutually satisfactory time. The employee shall have the affirmative responsibility to inform the supervisor that the issue is being raised pursuant to this grievance procedure.

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 Association 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 MANAGEMENT REVIEW

If the issue is not resolved at Step 1, or jointly referred to another administrative procedure for resolution, the employee may, within ten (10) business days of receiving the response from the immediate supervisor, 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 CITY ATTORNEY REVIEW

If the grievance is not resolved at Step 2, the employee may serve a written appeal to the City Attorney, or designee, within ten (10) business days following (a) receipt of the written response at Step 2, or (b) the last day of the response period provided for in Step 2. The City Attorney or designee shall meet with the employee and his/her representative, if any, within ten (10) business days of the date of service of the appeal, discuss the facts, and solicit information on possible alternative solutions. A written response will be provided to the employee within twenty (20) business days from the date of meeting with the employee.

STEP 4 ARBITRATION

If the written response at Step 3, or mediation, does not settle the grievance, or Management fails to provide a written response within 20 business days of the Step 3

meeting, the Association 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. Failure of the Association 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 Association to notify the Employee Relations Board of the selected arbitrator within 60 business days of receipt of said list shall constitute a waiver of the grievance.

- A. Arbitration of a grievance hereunder shall be limited to the formal grievance as originally filed by the employee to the extent that said grievance has not been satisfactorily resolved. The proceedings shall be conducted in accordance with applicable rules and procedures adopted or specified by the Employee Relations Board, unless the parties hereto agree to other rules or procedures for the conduct of such arbitration. The fees and expenses of the arbitrator shall be shared equally by the parties involved, it being mutually understood that all other expenses including, but not limited to, fees for witnesses, transcripts, and similar costs incurred by the parties during such arbitration, will be the responsibility of the individual party incurring same.
- B. The decision of an arbitrator resulting from any arbitration of a grievance hereunder shall be binding upon the parties concerned.
- C. The decision of an arbitrator resulting from any arbitration of grievances hereunder shall not add to, subtract from, or otherwise modify the terms and conditions of this MOU.

PROCEDURE FOR GRIEVANCES AFFECTING A GROUP OF EMPLOYEES

The Association 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 FILING AND DISCUSSION

The Association shall file the grievance in writing with the City Attorney, or designee, within twenty (20) business days following the day the issue arose. To the extent possible, the filing shall include the issue of the grievance, proposed solution(s), the names of the employees impacted by the issue, and the specific facts pertaining to each

grievant. All employees participating in the grievance must waive their respective rights to file an individual grievance on the same issue by completing an individual grievance waiver form prior to the meeting with the City Attorney.

The City Attorney, or designee, shall provide written notification to the Employee Relations Division of the CAO of the receipt of the grievance. The City Attorney, or designee, shall meet with the Association 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 Association. The City Attorney, or designee, shall prepare a written response within twenty (20) business days of the meeting.

STEP 2 ARBITRATION

If the grievance is not settled at Step 1, the Association may file for arbitration pursuant to the procedure in Step 4 – Arbitration, above.

ARTICLE 20 **REPRESENTATION**

Grievances

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 representative will receive paid time off only if he/she is the representative of record; is a member of the same bargaining unit and Association as the grievant; and is employed within a reasonable distance from the work location of the grievant.

The grievant may be represented by any privately retained attorney at all stages of Steps 2, 3, and 4 of the Grievance Procedure contained in Article 19.

If a 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 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 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 the grievance procedure, 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.

Investigations

Prior to conducting any investigatory interview with an employee that Management believes may result in disciplinary action against the employee. Management shall inform the employee of the general nature of the interview. The employee shall have a reasonable amount of time to obtain representation. The term "reasonable amount of time" means that the employee shall have a maximum of three (3) business days to choose a representative who is available to represent the employee at the interview. It is the employee's responsibility to secure the attendance of his/her chosen representative at the interview. If he/she is unable to do so, the employee shall select another representative so that the interview may proceed. The representative may be an Association member or outside legal counsel.

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 MOU or at any time subsequent to the effective date of this MOU shall continue to have such dues deduction made by the City Controller during the term of this MOU; 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 MOU in the presenting of grievances, in investigating complaints about working conditions or in investigating matters arising out of the application of the provisions of this MOU. Said representative shall request authorization for such visit by 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 CAO 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 secure 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 MOU and during the period of time it is being considered by the Mayor, City Council, Council Committees and the City Attorney for action, neither the 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 the City Attorney, individually to advocate any addition or deletion to the terms and conditions of this MOU. However, this Article shall not preclude the parties from meeting with the Mayor, City Council, Council Committee or City Attorney to advocate or urge the adoption and approval of this MOU.

ARTICLE 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 MOU constitutes the full and entire understanding of the parties regarding all such demands and proposals. The parties mutually understand that any prior or existing understandings or agreements by the parties, whether formal or informal, are hereby superseded or terminated.

The parties mutually agree that this MOU may not be opened at any time during its term for any reason, except by mutual consent of the parties hereto.

It is mutually understood that any changes mutually agreed to shall not be binding upon the parties unless and until they have been implemented in accordance with Article 2. The waiver or breach of any term or condition of this MOU by any party hereto, shall not constitute a precedent in the future enforcement of any of its terms and provisions.

ARTICLE 26 **AUTHORIZED AGENTS**

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

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

ARTICLE 28 **INTRA-DEPARTMENTAL REASSIGNMENT OPPORTUNITIES**

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

Employees may submit written requests that they be automatically considered for reassignment to specific assignments, sections or 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 to each employee in the Unit information regarding sick leave, vacation and accumulated overtime balances through the D-Time application in the City's payroll system.

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 the Appendices 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.

Los Angeles County Bar or California State Bar Specialized Section Dues

Effective January 1, 2017, Management will reimburse each employee up to a maximum of \$80.00 for fiscal year 2016/2017 toward the cost of membership dues in the Los Angeles County Bar Association and/or toward the cost of belonging to a specialized section of the State Bar of California, or de-unified California State Bar Sections (CSBS) if such sections are separated from the State Bar. This amount will increase to \$100.00 effective fiscal year 2017/2018. Failure to submit a claim for reimbursement by June 1 of each fiscal year will be deemed a waiver by the employee to receive reimbursement for that fiscal year.

Federal Court Fees

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

Continuing Legal Education Reimbursement

Effective January 1, 2017, Management shall reimburse Unit members for the cost of Minimum Continuing Legal Education (MCLE) courses, including costs for registration fees, travel, lodging, and per diem related to MCLE approved courses, workshops, seminars and conferences up to a maximum of \$1,250 per calendar year per Unit member for calendar years 2017, 2018 and 2019. Such reimbursement shall only be paid for training after attendance upon submission by the employee of documentation of claimed expenses, including the MCLE provider-issued certificate of participation and Management's approval of such documentation.

ARTICLE 31 **USE OF CITY FACILITIES**

City facilities may be used by the Association 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 LAAC Division 4, Chapter 5, Article 2, in the performance of his/her duties, such employee shall be reimbursed for such use at the standard mileage allowance as determined by the Internal Revenue Service (IRS) for each mile traveled in any biweekly pay period.

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

ARTICLE 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.

ARTICLE 34 **WORKERS' COMPENSATION**

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

employee retirement contributions. This Article shall not affect employees who are receiving Workers' Compensation pay in accordance with LAAC Section 4.104 prior to August 16, 1995.

ARTICLE 35 **LIFE INSURANCE**

A term life insurance benefit equal to approximately one-year's salary will be provided at no cost to employees hired prior to July 1, 2012. 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.

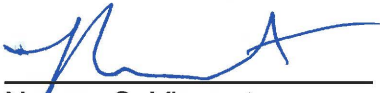
ARTICLE 36 **CONTRACTING OUT**

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

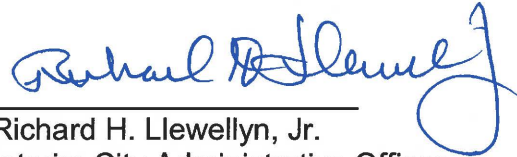
IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute this Memorandum of Understanding the day, month, and year first written above.

Los Angeles City Attorney
Management Association

City of Los Angeles



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



Richard H. Llewellyn, Jr.
Interim City Administrative Officer

Date: March 1, 17

Date: 3/9/17



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



Michael N. Feuer
City Attorney

Date: 3-1-2017

Date: 3/7/17

Approved as to form and legality:


For the City Attorney

Date: 3/7/17

APPENDIX A-1
MOU 32 - Unit Members Hired Before January 1, 2014
EFFECTIVE JULY 1, 2016

CLASS CODE	CLASS TITLE		A	B	C	D	D +2.75%	D +5.5%	D +8.25%
0554	Senior Assistant City Attorney	HR	\$89.33	\$92.86	\$95.42	\$98.05	\$100.74	\$103.44	\$106.13
		BW	\$7,146.40	\$7,428.80	\$7,633.60	\$7,844.00	\$8,059.71	\$8,275.42	\$8,491.13
		YR	\$186,521.04	\$193,891.68	\$199,236.96	\$204,728.40	\$210,358.43	\$215,988.46	\$221,618.49
0555	Chief Assistant City Attorney	HR		\$99.66	\$102.40	\$105.22	\$108.11	\$111.00	\$113.90
		BW		\$7,972.80	\$8,192.00	\$8,417.60	\$8,649.08	\$8,880.57	\$9,112.05
		YR		\$208,090.08	\$213,811.20	\$219,699.36	\$225,740.99	\$231,782.88	\$237,824.51

APPENDIX A-2
MOU 32- Unit Members Hired or Appointed On or After January 1, 2014
EFFECTIVE JULY 1, 2016

CLASS CODE	CLASS TITLE		A	B	C	D	E
0541	Senior Assistant City Attorney						
		HR	\$89.33	\$92.86	\$95.42	\$98.05	\$100.99
		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						
		HR		\$99.66	\$102.40	\$105.22	\$108.38
		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

