MEMORANDUM OF UNDERSTANDING NO. 37

FOR JOINT SUBMISSION TO THE CITY COUNCIL REGARDING THE

EXECUTIVE ADMINISTRATIVE ASSISTANTS UNIT

THIS MEMORANDUM OF UNDERSTANDING

made and entered into this 2nd day of December, 2022.

BY AND BETWEEN THE

CITY OF LOS ANGELES

AND THE

AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, LOCAL 3672, AFL-CIO

January 1, 2023 through December 30, 2023

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SECTION 1.0 GENERAL PROVISIONS

ARTICLE 1.1 RECOGNITION

Pursuant to the provisions of the Employee Relations Ordinance (ERO) of the City of Los Angeles (City) and applicable State law, the American Federation of State, County, and Municipal Employees (AFSCME) Council 36, Local 3672, AFL-CIO, was certified on July 9, 1990, by the Employee Relations Board (ERB) as the majority representative of City employees in the Executive Administrative Assistants Unit (Unit). Accordingly, Management hereby recognizes AFSCME Council 36, Local 3672, AFL-CIO (Union), as the exclusive representative of the employees in this Unit, subject to the right of each Unit employee to represent themselves.

The term employee or employees as used in this Memorandum of Understanding (MOU) shall refer only to employees in the classifications listed in the Appendices of this MOU, as well as such classes as may be added hereafter to this Unit by the ERB.

ARTICLE 1.2 IMPLEMENTATION OF MOU

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

A. AFSCME has notified the City Administrative Officer (CAO) in writing that it has approved this MOU in its entirety, and

B. The City Council has approved this MOU in its entirety.

Where resolutions, ordinances, or amendments to applicable codes are required, those articles of this MOU which require such resolutions, ordinances, or amendments will become operative on the effective date of the resolutions, ordinances, or amendments, unless otherwise specified.

ARTICLE 1.3 PARTIES TO MOU

This MOU is entered into on December 2, 2022, between the CAO, as authorized management representative of the City, and the authorized management representatives of the Departments employing members of this bargaining unit (Management) and authorized representatives of the American Federation of State, County and Municipal Employees, Local 3672 (Union or AFSCME), as the exclusive recognized employee organization for the Executive Administrative Assistants Unit.

ARTICLE 1.4 TERM

The term of this MOU shall commence on the date when the terms and conditions for its effectiveness, as set forth in Article 1.2 (Implementation of MOU) of this MOU, are fully

met, except to the extent that the parties have agreed in Letters of Agreement/Intent to continue to meet and confer after implementation, but in no event shall said MOU become effective prior to 12:01 a.m. on January 1, 2023. This MOU shall expire and otherwise be fully terminated at 11:59 p.m. on December 30, 2023.

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 1.5 (Calendar for Successor MOU) of this MOU to their mutual satisfaction and are continuing to meet and confer in good faith.

ARTICLE 1.5 CALENDAR FOR SUCCESSOR MOU

In the event the Union or Management desires a successor MOU, the party shall serve upon the other no later than October 31, 2023, its written proposal(s) for the successor MOU. Meet and confer sessions shall begin no later than 30 calendar days following the submittal of the proposal(s).

ARTICLE 1.6 FULL UNDERSTANDING

A. This MOU sets forth the full and entire understanding of the parties regarding the matters set forth in this MOU, and any other prior or existing understandings or agreements by the parties, whether formal or informal, regarding any such matters are hereby superseded or terminated in their entirety.

B. Except as specifically provided for in this MOU, the parties to this MOU voluntarily and unqualifiedly waive their respective rights to meet and confer in good faith during the term of this MOU, with respect to any subject or matter covered in this MOU or with respect to any other matters within the scope of the meet and confer in good faith process. However, this Article shall not be deemed to preclude mutually agreed upon meet and confer in good faith sessions for the purpose of altering, waiving, modifying, or amending this MOU.

Notwithstanding the foregoing:

C. No alteration, variation, waiver, modification, or amendment of any of the articles, terms, or provisions requiring approval of the Council contained in this MOU shall in any manner be binding upon Union or Management unless and until jointly recommended in writing to the City Council, approved, and implemented in accordance with Article 1.2 (Implementation of MOU).

D. The waiver of any breach, term or condition of this MOU by any party to this MOU shall not constitute a precedent in the future enforcement of all its articles, terms and provisions.

ARTICLE 1.7 NON-DISCRIMINATION

The parties mutually reaffirm their respective policies of non-discrimination in the treatment of any employee on the basis of age (40 and above), ancestry, color, disability (physical and mental, including HIV and AIDS), gender identity and/or expression, genetic information, LGBTQ identity, marital status, medical condition (genetic characteristics, cancer or a record or history of cancer), military or veteran status, national or ethnic origin, race, religion or creed (includes religious dress and grooming practices), sex or gender (includes pregnancy, childbirth, breastfeeding, and/or related medical conditions), reproductive health decisionmaking, sexual orientation, political activities or political affiliation, or any other characteristic protected under applicable federal, state or local laws.

In accordance with the City's non-discrimination policy, no employee shall be interfered with, intimidated, restrained, coerced, or discriminated against because of union activity and/or the exercise of the employee's rights granted pursuant to Section 4.857 of the Employee Relations Ordinance.

ARTICLE 1.8 OBLIGATION TO SUPPORT

The parties to this MOU 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 heads of those departments, offices, or bureaus represented in this MOU for action, neither Union nor Management, nor their authorized representatives, will appear before the Mayor, City Council, Council Committees, or said department, office, or bureau heads, nor meet with the Mayor, members of the City Council, or said department, office, or bureau heads individually to advocate any addition, deletion, or other change to the terms and conditions of this MOU. However, this Article shall not preclude the parties to this MOU from appearing before the Mayor, City Council, Council Committees, or department, office, or bureau heads nor meeting with individual members of the City Council, or department, office, or bureau heads to advocate the adoption and approval of this MOU.

ARTICLE 1.9 PROVISIONS OF LAW AND SEPARABILITY

It is understood and agreed that this MOU is subject to all applicable Federal and State laws, City ordinances and regulations, the Charter of the City of Los Angeles, and any lawful rules and regulations enacted by the City's Civil Service Commission, Employee Relations Board, or the Library Commission. If any part or provision of this MOU is in conflict or inconsistent with such applicable provisions of Federal, State, or local law or regulations, or is otherwise held to be invalid or unenforceable by any court of competent jurisdiction, such part or provisions shall be suspended and superseded by such applicable law or regulations and the remainder of this MOU shall not be affected thereby; the parties agree to negotiate promptly a replacement for such part or provision.

The parties understand that many of the employees covered by this MOU may also be covered by the Fair Labor Standards Act of 1938, as amended, 29 U.S.C. Section 201 et seq. (FLSA). To the extent that any provision in this MOU conflicts with the FLSA, employees covered by the FLSA shall receive benefits required thereunder and any additional benefits set forth in this MOU if compatible with the FLSA.

SECTION 2.0 UNION SECURITY

ARTICLE 2.1 ACTIONS BY EMPLOYEE RELATIONS BOARD

If any action by the Employee Relations Board prior to the expiration of this MOU results in any significant changes to the composition of this representational Unit, the parties to this MOU will meet as soon as possible thereafter to consider any revisions or amendments thereto that may be required.

ARTICLE 2.2 AMENDMENT OF MOU TO INCLUDE NEW CLASSES

Effective upon the vote by the ERB to accrete a class or bargaining unit into the Coalition of Los Angeles City Unions (Coalition), the salary range(s) of the newly accreted class/unit shall be adjusted to the salary range consistent with the step structure provided for in the relevant Coalition MOU and all other applicable benefits and provisions of the MOU shall be provided to members of the newly accreted class/unit as contained in the relevant Coalition MOU for all other represented members.

ARTICLE 2.3 DISTRIBUTION OF UNION NOTICES

Management will distribute to Unit members the following types of notices:

A. Notices of Union meetings.

B. Notices of Union elections and their results.

C. Notices of Union recreational and social events.

D. Notices of official Union business.

E. Any other communication which has received the prior approval of the head (or designee) of the department, office, or bureau.

ARTICLE 2.4 CONTRACTING OF UNIT WORK

The parties agree that during the term of this MOU the following terms and conditions shall apply to the contracting of Unit work:

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

B. If any employee subject to the provisions in this MOU is displaced as a result of contracting, the employee shall be retained in a position within a classification represented by AFSCME, Local 3672.

C. Notwithstanding any provision of this MOU to the contrary and excluding the provisions of Subsection E(6)in this Article, the provisions of this Article shall be subject to advisory arbitration only.

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

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

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

2. The Union may request to meet and discuss such proposed contracts within 15 calendar days of the City Charter Section 1022 notification. Failure by the union to request such meeting(s) within the prescribed 15 calendar days shall constitute a waiver of the Union's right to continue this process.

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

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

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

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

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

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

9. Arbitration fees shall be shared equally by the Union and the City.

F. Disputes over the practical consequences of the contracting of Unit work, other than those occurring under Subsections E(4) and E(5) in this Article, shall be resolved in accordance with the provisions of the Article 8.1 (Grievance Procedure) of this MOU, and shall not delay the implementation of the contract if all other provisions of this Article have been met.

The parties agree that the review of practical consequence grievances shall begin with the first formal level of review of the grievance procedure and that said grievances shall be subject to advisory arbitration, except as provided in Step 4 (Arbitration) of Article 8.1 (Grievance Procedure) of this MOU.

G. The parties agree that the Union may file a grievance regarding the City Charter Section 1022 notification.

1. A grievance challenging the City Charter Section 1022 notification shall be filed within 15 calendar days of the Union's knowledge of the alleged deficient notification.

2. The grievance will be submitted to an expedited informal arbitration process. The arbitration shall be conducted within 30 days of filing of the Union's grievance. The arbitration fees shall be shared equally between the Union and the City.

3. The arbitrator shall determine if the City has violated the City Charter Section 1022 notification procedures. The arbitrator's remedy shall be limited to ordering the City to reissue the City Charter Section 1022 notification. In no event will the arbitrator have the authority to void a Council-approved contract. The arbitrator's decision is binding on the parties.

ARTICLE 2.5 EMPLOYEE RELATIONS

Meetings at reasonable intervals will be scheduled at the request of designated paid Union Staff Representatives, Local Union Officers, or the Management Representative of a department, office, or bureau, for the purpose of informally discussing employer-employee relations problems.

The Union shall give to all heads of departments, offices or bureaus represented herein and the CAO a written list of its paid Union Staff Representatives and Local Union Officers, which shall be kept current by the Union.

ARTICLE 2.6 FEDERAL POLITICAL ACTION CHECK-OFF

During the term of this MOU, a payroll deduction will be continued by the Union for the purpose of allowing Unit employees to contribute towards the Union's federal election activities.

These contributions shall be deducted by the City Controller from 24 biweekly payroll checks of each Unit employee who voluntarily consents to these contribution by submitting a payroll deduction card signed by the individual employee. Remittance of the amount of said deductions shall be sent to the Union by the City Controller within 30 working days after the conclusion of the month in which said deductions were deducted.

Contributions shall be made payable as directed by the Union to the Political Action Committee, P.E.O.P.L.E., of the Union.

A fee of $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.

It is agreed that neither any employee nor the Union shall have any claim against the City for any deductions made or not made, as the case may be, unless a claim of error is made in writing to the City Controller within 30 calendar days after the date such deductions were or should have been made.

ARTICLE 2.7 PAYROLL DEDUCTIONS AND DUES

A. DUES

1. Payroll deductions as may be properly requested and lawfully permitted will be deducted from each employee’s pay check by the Controller biweekly, in twenty-four (24) increments annually from the salary of each employee in the unit where the Union has provided in writing to the Controller a list or individual notice of those individuals from whom union-related deduction(s) should be lawfully taken. This list or notice shall constitute Union certification that the Union has and will maintain an authorization signed by

the individual employee or employees from whose salary or wages the deductions are to be taken. Any amendment may be made by the Union in a complete list or individually.

Said payroll deductions shall not be assessed in any biweekly pay period in which the affected employee is not compensated for a minimum of twenty (20) hours.

Such amounts shall be determined by the Union and implemented by Management in the first payroll period which starts thirty (30) calendar days after written notice of the new amount from the Union is received by the Controller.

Employees who are members of the Union who previously elected to make union membership deductions prior to (1) starting an unpaid leave of absence, or (2) otherwise going on inactive status due to lack of scheduled hours, shall be reinstated as Union members with the automatic voluntary dues deduction immediately upon their return to work.

2. Notwithstanding any provisions of LAAC Section 4.203 to the contrary, during the term of this MOU, payroll deductions requested by employees in this Unit for the purpose of becoming a member and/or to obtain benefits offered by any qualified organization other than the Union will not be accepted by the Controller. For the purpose of this provision, qualified organization means any organization of employees whose responsibility or goal is to represent employees in the City's meet and confer process.

3. Any employees in this Unit who have authorized Union dues deductions with the Union 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 deductions made by the City during the term of this MOU as authorized by California Government Code Sections 1157.12 and 1159 (a) and (b).

   The City shall direct employee requests to cancel or change payroll dues deductions to the Union. Deductions may be revoked or cancelled only pursuant to the terms of an employee's signed written authorization to deduct dues. The Union shall not be required by the City to provide a copy of any individual employee authorization for a dues deduction unless a dispute arises about the existence or terms of the individual employee's authorization. The City shall rely on the information provided by the Union, pursuant to Government Code Section 1157.12, in deducting dues, and the Union shall indemnify the City for any claims made by individual employees for deductions made in reliance on certification received from the Union that the Union has and will maintain a signed authorization from each individual employee. Employees with any questions relating to union membership dues shall direct those questions to the Union.

B. MANAGEMENT RESPONSIBILITIES

1 Remittance of the aggregate amount of all dues and other proper deductions made from the salaries of employees hereunder shall be made to the Union 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 ($.09) per deduction shall be assessed by the Controller for the processing of each payroll deduction taken. The Controller will deduct the aggregate amount of said fees on a biweekly basis.

2. The Controller shall also apply this provision to every permanent employee who, following the operative date of this Article, becomes a member of this Unit, within sixty (60) calendar days of such reassignment or transfer.

3. Management will provide the Union with the Unit Membership List Article of this MOU.

4. The Controller shall notify the Union within sixty (60) calendar days of any employee who, because of a change in employment status, is no longer a member of the Unit or subject to the provisions of this Article.

C. UNION RESPONSIBILITIES

Except for claims resulting from errors caused by defective City equipment, the Union agrees to indemnify and hold harmless the City for any loss or damage arising from the operation of this Article.

D. CALIFORNIA GOVERNMENT CODE SECTION 1159 (a-b)

Existing California Government Code Section 1159 (a-b) states:

"(a) The Controller, a public employer, an employee organization, or any of their employees or agents, shall not be liable for, and shall have a complete defense to, any claims or actions under the law of this state for requiring, deducting, receiving, or retaining agency or fair share fees from public employees, and current or former public employees shall not have standing to pursue these claims or actions, if the fees were permitted at the time under the laws of this state then in force and paid, through payroll deduction or otherwise, prior to June 27, 2018.

(b) This section shall apply to claims and actions pending on its effective date, as well as to claims and actions filed on or after that date."

This code section is subject to the Provisions of Law and Separability article of this MOU.

ARTICLE 2.8 SERVICE AND WORKFORCE RESTORATION

A. The City and Union will mutually designate full-time, trainee-level positions in applicable bargaining units and design training programs for targeted entry-level Civil Service classifications.

B. Trainee-level positions will only be used by mutual agreement of the parties, contingent and specifically conditioned upon the City funding for Civil Service positions in department budgets.

ARTICLE 2.9 UNION RELEASE TIME

The appointing authority may grant to elected officers or appointed representatives of the Union time off for employee organization representation activities not to exceed 100 hours per year as provided below. No more than one (1) employee in a Department or Bureau of the Department of Public Works, unless approved by the City Administrative Officer (CAO) and affected department(s), and no more than one (1) employee from this MOU shall be allowed release time under this Article at the same time.

A. The employee or Union shall submit the request for release at least 21 calendar days prior to the effective release date, specifying the starting and ending dates of release.

B. Release time shall be granted for a maximum of one (1) year in any 3-year period unless approved by the CAO and the affected department(s).

C. The employee shall be paid the employee's current salary by the City while the employee is performing these duties for the Union.

D. The employee shall retain all of the employee's existing benefits, including, but not limited to medical, dental, deferred compensation plan, retirement benefits and seniority accrual in the employee's civil service class.

E. The Union shall reimburse the City for all salary and benefits costs incurred as a result of release time, including but not limited to, vacation, sick leave, compensated time off, retirement, short-term disability, life insurance, medical, dental and workers' compensation. The benefits cost shall be based on the benefits rates established by the CAO as contained in the City Budget in effect during the period of release time, and the cost of other benefits approved by the Joint Labor Management Benefits Committee that become effective during this period.

F. Payment of any overtime worked while on release time shall be the responsibility of the Union.

G. The Union shall make quarterly payments to the City Controller of all reimbursable costs identified in Section E above or in a manner prescribed by the CAO.

H. The employees on release time shall submit weekly timesheets signed by the employee and the Union (Executive Director or designee) to the employee's respective Personnel Director specifying the number of hours worked and use of any sick leave, vacation time or compensated time off.

I. Should an employee incur a work-related injury while on release time, the employee shall remain on release time with the Union during the period of injury-on-duty (IOD), or until the release time has ended, and shall continue to be counted in determining the one (1) employee maximum, as provided for above. The Union will reimburse the City for all IOD and Workers' Compensation related costs.

J. When the employee returns from release time, the employee shall return to the employee's civil service classification and pay grade at the time of release.

K. The employee must have passed probation in the employee's current class to be eligible for release time.

L. The Union shall indemnify, defend, and hold the City and its officers and employees harmless against any and all claims, suits, demands or other forms of liability that might arise out of or result from any action taken by an employee in the service of the Union.

M. The CAO shall maintain a list of employees who have been approved for release time and the approved duration.

ARTICLE 2.10 UNIT MEMBERSHIP LIST

A. The City shall provide the Union with a list of Unit employees in alphabetical order with the following information in compliance with State law for each employee on said list:

1. Name
2. Employee Identification Number
3. Original Hire Date
4. Bargaining Unit
5. Class Title
6. Class Code
7. Membership Status
8. Employing Department Title
9. Work Location (by department, office, or bureau, as well as division if such information is readily available and department legend)
10. Pay Rate (annual and biweekly)
11. Work Phone Number on file

12. Home Phone Number on file
13. Personal Cellular Phone Number on file
14. Personal Email Address on file
15. Home Address on file

B. For new employees or those newly entering or re-entering Union representation, the City shall provide the aforementioned information within a minimum of 30 calendar days of the date of the employee's hire or by the first pay period of the month following the employee's hire, whichever is later.

C. For existing employees, the City shall provide the above information to the Union a minimum of every 30 calendar days.

D. All information shall be provided to the Union electronically. The means of provision and the substance of the requisite information may be changed by mutual agreement.

E. The Union agrees to indemnify and hold the City harmless from any liabilities of any nature that may arise as a result of the application of the provisions of this Article.

F. Initially the City shall provide department legends that identify the known work locations by department, office, or bureau, as well as division code(s). Thereafter, it is understood that Departments will either adjust their legends to provide distinct division codes for each work location or provide some other distinct work location information in a simplified manner to the Union. Additional legends will be provided only as updated. Furthermore, the CAO will work with the Controller to provide this information with current electronic payroll reporting.

ARTICLE 2.11 USE OF CITY FACILITIES

Union may use City facilities, on prior approval, for the purpose of holding meetings to the extent that such facilities can be made available, and to the extent that the use of a facility will not interfere with departmental operations. Participating employees will attend said meetings on their own time.

If the use of a facility requires a fee for rental or special set-up, security, and/or cleanup service, Union will provide or assume the cost of such service(s) for the facility.

ARTICLE 2.12 WORK ACCESS

Union Staff Representatives, Local Union Officers, Executive Board Members, and Local Union Grievance Representatives who are Unit members shall have access to the facilities of the departments, offices or bureaus represented herein during working hours for the purpose of assisting employees covered under this MOU, in the adjusting of grievances when Union assistance is requested by the grievant(s), or investigating

matters arising out of the application of the provisions of this MOU. Said representatives shall request authorization for such visit by contacting the designated Management representative of the head of the office, department or bureau. In the event immediate access cannot be authorized, the designated Management representative shall inform the staff representative as to the earliest time when access can be granted.

Union shall give to all heads of departments, offices or bureaus represented herein and the City Administrative Officer a written list of its Union Staff Representatives, Local Union Officers, Executive Board Members and Local Union Grievance Representatives which list shall be kept current by Union.

This Article shall not be construed as a limitation on the power of the head of a department, office or bureau to restrict access to areas designated as secure or confidential.

SECTION 3.0 COMPENSATION

ARTICLE 3.1 ACTING ASSIGNMENT PAY

Time served in the following acting assignments shall be credited as qualifying experience for promotional purposes.

1. Absence at Higher Level Position

   Whenever Management assigns an employee to perform the duties of a higher level position (in a class for which the duties and responsibilities of the current class would provide qualifying experience for the higher level class*) due to the temporary absence of the higher level incumbent, the employee shall become eligible for additional compensation upon completion of a qualifying period of two (2) consecutive working days in the acting assignment at the employee's regular rate of pay. Management shall not divide or alternate the acting assignment of higher level duties during the qualifying period. The additional compensation shall begin on the third consecutive working day in the acting assignment.

   Each subsequent acting assignment following the employee's return to the employee's regular assignment shall require completion of a new 2-day qualifying period.

2. Vacant Higher Level Position

   Whenever Management assigns an employee on a temporary basis to perform the duties of a vacant higher level position (in a class for which the duties and responsibilities of the current class would provide qualifying experience for the higher level class*), the employee shall become eligible for additional compensation on the first day of the acting assignment.

3. Status Review

Acting Assignment Pay is not intended as compensation for a long-term out-of-class assignment and shall not extend past one (1) year, unless mutually agreed upon by parties to this MOU. When an employee has filled an acting assignment for a period of three (3) months, Management will review the status of the vacancy to determine when the vacancy can be filled through appropriate measures.

Upon request, Management will review the acting assignment with the employee. At that time, the employee may request to be removed from the acting assignment.

At the Union's request, Management will provide a list of employees in acting assignments on a yearly basis. The list will include: name of employee; date of appointment to acting assignment; department; employee's civil service class title; acting assignment class title.

*Management will assign higher level duties to an employee who meets the criteria, to the extent practicable.

4. Compensation

An employee qualifying for additional compensation as stated above shall receive salary at the second premium level rate (5.5%) above the employee's step rate of the salary range prescribed for the employee's class, for each day on duty (present for 50% or more of the work day) in an acting assignment. However, the maximum pay rate for the acting assignment shall be limited to the top step of the salary range that has been established as compensation for the higher level position to which the employee has been assigned. This compensation is non-pensionable.

ARTICLE 3.2 ADDITIONAL DUTIES PAY

When Management assigns an Executive Administrative Assistant to perform the duties of a Commission Executive Assistant I or II, the Executive Administrative Assistant shall be compensated at the second premium level rate (5.5%) above the employee's step rate for the employee's class for each day so assigned.

This compensation is pensionable when regularly assigned and non-pensionable when assigned on a daily basis.

ARTICLE 3.3 BILINGUAL DIFFERENTIAL PAY

Management's present practices with regard to premium pay for an employee required to use a language other than English will be continued during the term of this MOU. Such practices of additional compensation for an employee required to use a language other than English shall be in accordance with Section 4.84 (Premium Pay for Persons Possessing Bilingual Skills) of the LAAC.

Such compensation shall be retroactive to the employee's first day in a bilingual position. However, such compensation shall not be paid unless the employee has been properly certified in accordance with the provisions of Section 4.84 (Premium Pay for Persons Possessing Bilingual Skills) of the LAAC.

This compensation is pensionable when regularly assigned and non-pensionable when assigned on a daily basis.

ARTICLE 3.4 MILEAGE

Each employee, who is authorized to use the employee's own vehicle, pursuant to Division 4, Chapter 5, Article 2 of the LAAC, in the performance of the employee's duties shall be reimbursed for transportation expenses for all miles traveled in any biweekly period, in addition to any and all salaries and other compensation otherwise provided for by law.

During the term of this MOU, the cents per mile reimbursement rate shall be in accordance to an amount equal to the annual standard car mileage allowance as determined by the Internal Revenue Service (IRS). The CAO shall certify to the City Controller appropriate changes, if required, to become effective the beginning of the pay period in which the change to the IRS rate occurs.

ARTICLE 3.5 OVERTIME

A. Assignment of Overtime

Management will attempt to assign overtime work as equitably as possible among all qualified employees in the same classification, unit, and work location. In the assignment of overtime under this provision, however, Management may consider special skills required to perform particular work. The parties understand that no employee shall work overtime without prior approval from the employee's supervisor. Unofficial overtime (white time) is absolutely prohibited. All hours worked by the Unit employee shall be recorded on the employee's time sheet. The Unit employee may not work outside of scheduled working hours or during unpaid meal periods without the prior approval of a supervisor consistent with department policy. Failure to secure prior approval to work overtime may result in discipline.

B. Non-emergency Overtime

Whenever Management deems it necessary to perform non-emergency work on an overtime basis, employees required to work will be given at least 48 hours' notice whenever possible.

C. Rate and Method of Overtime Compensation

Compensation for overtime for Unit employees shall be for all hours worked in excess of 40 hours in a workweek including all absences with pay authorized by law. All Unit employees shall be compensated in time off at the rate of one and one-half (1.5) hours for each hour of overtime worked or in cash at one and one-half (1.5) times the employee's regular rate of pay, at the discretion of Management.

D. Compensated Time Off

Employees may, subject to Management discretion, be permitted to accumulate up to 80 hours of compensatory time off (CTO). On occasion, employees may accumulate CTO in excess of 80 hours for a temporary period of time. If an employee does not schedule and take CTO over 80 hours prior to the end of the fiscal year, Management may require employees to use CTO prior to the end of the fiscal year; require employees to use such time in lieu of vacation (unless the mandatory use of CTO would result in the loss of vacation accumulation) or other leave time; or authorized cash payment. In the event sufficient funds are not available to provide cash compensation for all or a portion of the CTO hours in excess of 80, Management may extend the time limit for a period not to exceed one (1) year.

In accordance with FLSA, no employee shall lose CTO. An employee who has requested the use of CTO must be permitted by Management to use such time within a reasonable time period after making the request unless the use of the CTO within a reasonable period unduly disrupts the operations of the City department. This standard does not apply to non-FLSA overtime (i.e., overtime earned pursuant to this agreement that does not meet the FLSA definition of overtime).

Under no circumstances shall CTO in excess of 240 hours be accumulated.

E. 1040/2080 Plan

Management reserves the right to develop 26-week/1040-hour or 52-week/2080-hour work periods under FLSA Section 7(b) [29 USC §207(b)(1) and (2)] during the term of this MOU for the purpose of increasing scheduling flexibility.

Implementation of this work schedule is subject to agreement by the parties and certification of the Union as bona fide by the National Labor Relations Board (NLRB).

ARTICLE 3.6 SALARIES

The salaries for employees within the Unit as set forth in the Appendix shall become operative as follows:

Appendix A – January 1, 2023

Note: The operative date for Appendix A coincides with the beginning of the payroll period.

A. SALARY STEPS

1. Steps 1 through 3 are separated by one (1) premium level.* Step placement is as follows:

   a. Employees hired into trainee-level, Targeted Local Hire Program (TLHP) positions shall be hired at Step 1 and shall remain on Step 1 for the duration of 12 months (consists of a 6-month on-the-job training period and a 6-month probationary period). The hourly wages of TLHP positions will begin one (1) premium level below the entry level of the targeted Civil Service classification which will not be below $15.00 per hour.

   b. Employees hired into non-TLHP positions shall be hired at Step 2 (or appropriate higher step in accordance with applicable MOU provisions or Section 4.90 (Salary Step Placement on Initial Appointment to City Service) of the LAAC).

   c. Employees shall remain on Steps 2 and 3 for nine (9) months each.

2. Steps 4 through 8 are separated by two (2) premium levels (Step 4 is one [1] premium level above Step 3). Employees shall advance to each subsequent step after 12 months.

3. Steps 9 through 12 are separated by one (1) premium level (Step 9 is one [1] premium level above Step 8). Employees shall advance to each subsequent step after 12 months.

*On the City's salary range tables, each premium level is equal to approximately 2.75%.

B. SALARY ADJUSTMENT

The following salary adjustment is reflected in Appendix A and applies to all Unit employees (salary range, flat-rate, fixed-step do not move on a salary range):

Effective January 1, 2023, the base hourly wages for all Unit employees shall be increased by 3.0%, as reflected in Appendix A.

C. EXTENSION OF STEP ADVANCEMENT DATE

Uncompensated absences of 16 days (128 hours for employees on a work schedule other than 5/40) or less during the qualifying period and during each subsequent qualifying period shall not extend the step advancement date. The step advancement date shall be extended one (1) working day for each working day absence in excess of 16 days (or one (1) hour for each hour of aggregated uncompensated absence in excess of 128 hours). Employees, who are injured on duty and are compensated in accordance with Division IV of the Labor Code of the State of California and Article 7 (Miscellaneous Provisions) of the LAAC, shall not have their step advancement date changed due to their workers' compensation status.

D. CONSECUTIVE APPOINTMENTS WITHIN A 12-MONTH PERIOD

Consecutive appointments or assignments to positions with the same top step salary rate in the 12 months (2,080 hours) following an appointment or assignment shall be treated as one (1) appointment or assignment for step advancement purposes.

E. APPOINTMENTS TO NEW POSITIONS WITH THE SAME OR LOWER SALARY RANGE

An employee who is appointed or assigned to a new position on the same or lower salary range shall retain the step advancement date established for the former position.

F. INTERMITTENT EMPLOYEES

Intermittent employees shall be paid a salary rate corresponding to the entering step in the salary range for the classification in which the employee is employed. Full-time or half-time employees changing to intermittent status in the same Civil Service class shall continue to be paid at the same rate (excluding bonuses) they were last paid while a full-time or half-time employee until such time as the entering step in the salary range for the class meets or exceeds the salary for the employee.

G. PROMOTIONAL DIFFERENTIAL

Notwithstanding the rate provided for in Section 4.91 (Salary Step Placement on Assignment to a Different Position in City Service) of the LAAC, employees who receive a promotion shall be moved to the salary step (Step 2 or above) that provides a minimum 5.5% increase over the rate received in the former position.* As provided in Section 4.91 (Salary Step Placement on Assignment to a Different

Position in City Service) of the LAAC, any regularly assigned bonus or premium compensation amounts shall be included in calculating the step rate for the former position and added to the new salary, if applicable, after determining the appropriate salary step rate for the new position.

*As Salary Step 1 is reserved for agreed upon trainee-level, TLHP classifications, the minimum step available for promotion is Step 2, unless otherwise specified.

ARTICLE 3.7 SHIFT DIFFERENTIAL PAY

Notwithstanding the provisions of Note N of Schedule A of Section 4.61 (Adoption of Classification and Compensation Plan) of the LAAC, any employee who is assigned a work schedule that ends at 9:00 p.m. or later shall receive for each such day worked additional compensation at the second premium level rate (5.5%) above the employee's step rate of the salary range prescribed for the employee's class. The procedure for the payment of adjusted compensation for work performed under the provisions of this Article shall be in accordance with Sections 4.72 (Procedure for Adjusted Compensation – Basis for Payment), 4.74 (Exclusions from Adjusted Compensation), and 4.75 (Adjusted or Additional Compensation) of the LAAC.

This compensation is pensionable when regularly assigned and non-pensionable when assigned on a daily basis.

ARTICLE 3.8 SIGN LANGUAGE PAY

Any qualified employee, who is covered by the provisions of this MOU who has been certified as proficient in American Sign Language (ASL) to provide City services to the deaf community and is requested by the employing department to utilize ASL skills in the performance of the employee's job duties, shall receive additional compensation equal to the first premium level rate (2.75%) above the employee's step rate of the salary range prescribed for the employee's class for each business day the skill is used. Such practices of additional compensation shall be in accordance with Section 4.84.1 (Premium Pay for Persons Possessing Sign Language Skills) of the LAAC. This compensation is non-pensionable.

ARTICLE 3.9 TRAVEL ALLOWANCE

Management's present practice with respect to travel allowances will be continued during the term of this MOU. Such practice shall be in accordance with Sections 4.220-4.226 (Travel Compensation) of the LAAC.

SECTION 4.0 TIME OFF

ARTICLE 4.1 BEREAVEMENT LEAVE

Management's present practices with regard to allowances for leave because of family deaths will be continued during the term of this MOU. These practices of allowances for leave because of family deaths shall be in accordance with Subsections 4.127(1)(a-d) (Allowances for Leave because of Family Deaths) of the LAAC. An employee will be allowed leave with pay for a maximum of three (3) working days for each occurrence of a death in the employee's immediate family.

For the purposes of this Article, the definition of an immediate family member , as defined in Section 4.127(1) (Allowances for Leave because of Family Deaths) of the LAAC, shall include the father, father-in-law, mother, mother-in-law, brother, sister, spouse, child, foster child, grandparent, grandchild, great-grandparent, great-grandchild, stepparent, stepchild, foster parent, a domestic partner, any relative who resided in the employee's household, a household member (any person residing in the immediate household of the employee at the time of death) and the following relatives of an employee's domestic partner: child, grandchild, mother, father. For the purposes of this Article, simultaneous, multiple family deaths will be considered as one (1) occurrence.

Intermittent employees, as defined by Section 4.110(b) (Part-Time Employment – Intermittent) of the LAAC, shall not be entitled to compensated leave because of family deaths.

Any employee claiming a domestic partner for purposes of this Article shall have an approved City Affidavit of Domestic Partnership form or a registered State of California Declaration of Domestic Partnership form on file in the Employee Benefits Office, Personnel Department, which identifies that individual as the employee's domestic partner.

In addition to the bereavement leave granted under this Article, any employee who has accrued unused sick leave, vacation, personal leave, or compensatory time off shall be allowed to use such leave or unpaid leave not to exceed two (2) working days per occurrence for the purpose of bereavement leave. Use of sick leave hours for bereavement leave shall not be counted as sick leave in any department Sick Leave Use Monitoring Program.

Unit members shall be entitled to use the bereavement leave granted under this Article (or the sick leave used for purposes of bereavement leave, as described in this Article), 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 4.2 CIVIC DUTY AS A WITNESS

Any employee, who is served with a subpoena by a court of competent jurisdiction or an administrative body to appear as a witness during the employee's scheduled working period, unless the employee is a party to the litigation or an expert witness, shall receive the employee's regular salary. However, 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 the employee's scheduled working period shall be deemed an authorized absence with pay. Any money received as a 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.

ARTICLE 4.3 FAMILY AND MEDICAL LEAVE

I. Authorization for Leave

A. Up to four (4) months (nine [9] pay periods [720 hours]) 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 4.4 [Family Illness] of this MOU) or designated person, upon the request of the employee or the designation of Management, in accordance with applicable Federal or State law, notwithstanding any other provisions of this MOU or the LAAC to the contrary.

B. An employee may take leave under the provisions of this Article if the employee has a serious health condition that makes them unable to perform the functions of the employee's position.

C. Leave under the provisions of this Article shall be limited to four (4) months (nine [9] pay periods [720 hours]) during a 12-month period, regardless of the number of incidents. A 12-month period shall begin on the first day of leave for each employee 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 [720 hours]) for childbirth disability and up to an additional four (4) months (nine [9] pay periods [720 hours]) for the purposes of bonding. (See Section IV of this Article.)

II. Definitions

The following definitions are included to clarify family relationships as defined in the Family and Medical Leave Act and the California Family Rights Act.

A. Spouse means a husband or wife, as defined or recognized under State law for the 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 include 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, 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 a 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.

E. Designated Person means any individual related by blood or whose association with the employee is the equivalent of a family relationship. Employees are limited to only one designated person per 12-month period.

III. Eligibility

A. The provisions of this Article shall apply to all Unit employees in all City departments who have been employed by the City for at least 12 months and who have worked for at least 1,040 hours (half-time employees may include all compensated time off except IOD) during the 12 months immediately preceding the beginning of the leave.

Exception: In accordance with Pregnancy Disability Leave (PDL) 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 [720 hours]) of leave if disabled due to pregnancy.

B. Parents (including those who are domestic partners) who both work for the City may each individually take leave under the provisions of this Article at

the same time to care for a new child by birth, adoption or foster care of a child.

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 (1) employee.

Each employee must notify the employee's employing department at the time the leave is requested of the name and department of the other City employee 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 limitation for spouses or domestic partners does not apply to leave taken by one (1) employee to care for the other who is seriously ill or to care for a child with a serious health condition.

IV. Conditions

A. Pregnancy

1. 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.

2. 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 [720 hours]) 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 (1) year of the child's birth.

3. Employees (each parent individually) are also eligible for family leave (bonding) under the California Family Rights Act, which shall be limited to four (4) months (nine (9) pay periods [720 hours]) and must be concluded within one (1) 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) of this Article. (The administration of such leave shall be in accordance with Subsections III(B) and IV(F) of this Article.)

B. Adoption – The start of a family leave for adoption or foster care of a child shall begin on a date reasonably close to the date the child is placed in the custody of the employee. Leave may 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 or designated person 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.

E. 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 (3) calendar 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 for more than three (3) 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 the employee's 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 (Part-time Employment) of the LAAC 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 (1) continuous period of time. Under CFRA, the basic minimum duration of bonding leave is two (2) weeks, and on any two (2) occasions an employee is entitled to this bonding leave for a time period of less than two (2) 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 (1) 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 period [720 hours]) 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. Management has the right to 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.

J. Upon return from family or medical leave, an employee shall be returned to the employee's original job or to an equivalent job.

V. Notice Requirements

A. Employee

When an employee requests family or medical leave, the employee 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 an 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 also notify an employee if it designates paid or unpaid leave as qualifying time 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%) or vacation 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 available at the start of the leave shall be used prior to the use of time under Subsections VI(A)(3), (4), (5) and (6) of this Article.

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 compensatory time off may be used at the employee's discretion, with management approval, after exhaustion of 100% sick leave (Subsection VI(A)(3) of this Article). However, FLSA compensatory time off shall not be counted against the employee's four (4) month (nine [9] pay period [720 hours]) family or medical leave entitlement. Therefore, any use of FLSA compensatory time off under this Section shall extend the employee's family or medical leave by the total amount of FLSA compensatory time off used.

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

1. Annual family illness sick leave up to 15 days may be used at the employee's discretion. Such leave may be taken before or after the accrued vacation described in Subsection VI(B)(2) of this Article.

2. Accrued vacation available at the start of the leave shall be taken. Such time must be used prior to the use of time under Subsections VI(B)(3), (4), (5) and (6) of this Article.

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 compensatory time off may be used at the employee's discretion, with management approval, after exhaustion of 100% sick leave (Subsection VI(B)(3) of this Article). However, FLSA compensatory time off shall not be counted against the employee's four (4) month (nine [9] pay period [720 hours]) family or medical leave entitlement. Therefore, any use of FLSA compensatory time off under this Section shall extend the employee's family or medical leave by the total amount of FLSA compensatory time off used.

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 accrued vacation described in Subsection VI(C)(3) of this Article.

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 vacation described in Subsection VI(C)(3) of this Article.

3. Accrued vacation time.

4. Unpaid leave.

5. Accrued compensatory time off may be used at the employee's discretion, with management approval, after exhaustion of 100% sick leave (Subsection VI(C)(1) of this Article). However, FLSA

compensatory time off shall not be counted against the employee's four (4) month (nine [9] pay period [720 hours]) family or medical leave entitlement. Therefore, any use of FLSA compensatory time off under this Section shall extend the employee's family or medical leave by the total amount of FLSA compensatory time off used.

(Note: An employee under Subsection VI(A), (B), or (C) of this Article may use compensatory time off after depletion of accrued sick leave and vacation to continue paid leave during the 4-month family and medical leave period.)

VII. Sick Leave Rate of Pay

Payment for sick leave usage under Subsections VI(A), (B), and (C) of this Article 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 Union 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 4.4 FAMILY ILLNESS

Management's present practices of allowances for leave for illness in family will be continued during the term of this MOU. The aggregate number of working days allowed in any one calendar year (January 1 through December 31) with full pay shall not exceed 15 days (120 hours). The practice of allowance for leave for illness in family shall be in accordance with Section 4.127 (Allowance for Leave for Illness in Family) of the LAAC. Upon the adoption of a child, an employee will be permitted to use 15 days (120 hours) of family illness sick leave. Effective January 1, 2020, employees shall be permitted to use 75% sick time for family illness only after exhausting all 100% sick time.

The definition of immediate family shall include: the father, father-in-law, mother, mother-in-law, brother, sister, spouse, child, foster child, grandparent, grandchild, great-grandparent, great-grandchild, stepparent, stepchild of any employee of the City, the domestic partner of the employee, a household member (any person residing in the immediate household of the employee at the time of the illness or injury), a designated person (as defined and limited in Article 4.3) and the following relatives of an employee's domestic partner: child, grandchild, mother, father.

Any employee claiming a domestic partner for purposes of this Article shall have an approved City Affidavit of Domestic Partnership form or a registered State of California Declaration of Domestic Partnership form on file in the Employee Benefits Office, Personnel Department, which identifies that individual as the employee's domestic partner.

ARTICLE 4.5 JURY SERVICE

An employee duly summoned to attend any court of competent jurisdiction for the purpose of performing jury service shall, for those days during which jury service is actually performed and those days necessary to qualify for jury service, receive the employee's regular salary. The absence of any employee for the purpose of performing jury service shall be deemed to be an authorized absence with pay within the meaning of Section 4.75 (Adjusted or Additional Compensation) of the LAAC.

During the time the employee is actually reporting for jury service, the head (or designee) of the department, office, or bureau will convert the employee's usual shift to a regular 5-day, Monday through Friday day shift. However, employees may choose to remain on an alternative work schedule (9/80, 4/10, or 3/12) or on an off-watch schedule during jury service with the understanding that jury service on a regularly scheduled day off (RDO) will not be compensated. The employees must report for work on any day of the employee's converted shift that the employee is not required by the court to perform jury service.

Any money received as compensation for mileage is not to be considered as a part of the employee's pay for these purposes. Compensation for mileage paid by the courts for jury service shall be retained by the employee.

Employees performing jury service on a designated City holiday shall be compensated for the designated City holiday; additional time off for that holiday shall not be provided.

ARTICLE 4.6 MILITARY LEAVE

Management's present practices with regard to military leave with pay will be continued during the term of this MOU. Such practices shall be in accordance with Section 4.123 (Military Leave with Pay) of the LAAC.

ARTICLE 4.7 PERSONAL LEAVE

On January 1st of each year, each full-time unit member shall, in addition to all other compensatory time, receive 40 hours per calendar year as personal leave. Personal leave is defined as any event requiring a member's immediate attention. Personal leave shall not be used as a proxy for vacation leave or sick leave. Personal leave shall only be taken in the calendar year in which it is credited and, if not taken, such time shall be deemed waived and lost. Personal leave may be taken in one-hour increments. No employee shall be entitled to personal leave until the employee has completed six (6) months of

satisfactory service. Under no circumstances shall such time be compensated in cash upon separating from City service, retirement, transfer to another bargaining unit, or any other reason.

On January 1st of each year, each part-time unit member shall, in addition to all other compensatory time, accrue personal leave based on hours compensated in the prior calendar year not to exceed 40 hours in a calendar year. All other terms and conditions as provided for full-time employees are applicable.

ARTICLE 4.8 SCHOOL ACTIVITY LEAVE

In accordance with the California Family-School Partnership Act, full-time or part-time employees may take time off from work to participate in their children's school activities. An employee may take off up to 40 hours per school year, regardless of the number of children in the family. No more than eight (8) hours of this leave may be taken in any given month.

Any employee, who is a parent, guardian, step-parent, foster parent, grandparent of, or a person who stands *in loco parentis* to a child of the age to attend kindergarten through grade 12 or a licensed child care provider, is eligible for this leave.

Employees are required to use vacation, compensatory time off, or leave without pay and must provide the employee's immediate supervisor with reasonable advance notice of anticipated absences for this leave. If both parents work for the same City Department at the same worksite, the parent who gives notice first will be granted the leave. The other parent may also take time off with approval from the supervisor. Supervisors may require that the employee provide documentation from the school or licensed child care provider verifying participation in the school activity on a particular date and time.

ARTICLE 4.9 SICK LEAVE

Management's practices with regard to sick leave benefits will be in accordance with Los Angeles Administrative Code Sections 4.126, 4.126.2, and 4.128, except as noted below.

Sick leave may be used for the following purposes: diagnosis, care, or treatment of a health condition, or preventive care, of an employee, or an employee's designated person, as defined in this Article, or an employee's immediate family member, as provided in Article 4.4 (Family Illness) of this MOU.

For purposes of this Article, "designated person" means a person identified by the employee at the time the employee requests paid sick leave. Employees are limited to only one designated person per 12-month period.

A. <u>Sick Leave Accrual and Usage</u>

1. Full-Time Employees

a. Full-time employees shall begin accruing sick leave on the first day of employment. Employees shall accrue a total of one (1) day (8 hours) of sick leave at the end of the first month (30 calendar days) of employment and shall accrue one (1) additional day at the end of each subsequent month (30-calendar day period) worked until January 1. Beginning January 1, employees shall accrue sick leave as provided in Subsection A(1)(b) of this Article. Employees may use their accrued sick leave beginning on the 90th day of City employment (90 calendar days from the date of hire).

b. Beginning the January 1 subsequent to the date of their initial City employment, full-time employees shall be provided 96 hours at 100% of full pay and 40 hours at 75% of full pay each calendar year for sick leave, plus the hours of sick leave accrued and accumulated as provided in this Article.

c. Any unused balance of sick leave at 100% of full pay at the end of any calendar year shall be carried over and accumulated from one (1) calendar year to the next up to a maximum of 800 hours. However, any unused sick leave at 100% of full pay remaining at the end of any calendar year, which, if added to an employee's accumulated sick leave at 100% of full pay, will exceed 800 hours, shall be compensated by a cash payment of 50% of the employee's salary rate current at the date of payment as soon as practicable after the end of each calendar year.

Any unused balance of sick leave at 75% of full pay at the end of any calendar year shall be carried over and accumulated from one (1) calendar year to the next up to a maximum of 800 hours at 75% of full pay. No payment of sick leave accrual in excess of the maximum amount shall occur.

d. Effective January 1, 1997, if a full-time employee retires from City service or, if a full-time employee who is eligible to retire on or after July 1, 1996, dies prior to retirement, any balance of accumulated sick leave at 100% of full pay up to a maximum of 800 hours remaining unused at the time of retirement or death shall be compensated to the employee or, in the event of the death of the employee, to the employee's legal beneficiary(ies) by a cash payment of 50% of the employee's salary rate on the date of retirement or death.

e. As of January 1, 1998, any unused balance of sick leave at 50% of full pay shall be frozen with no further credits or withdrawals permitted.

Effective January 1, 1997, if a full-time employee retires from City service or, if a full-time employee who is eligible to retire on or after July 1, 1996, dies prior to retirement, any balance of accumulated sick leave at 50% of full pay remaining unused at the time of retirement or death shall be compensated to the employee or, in the event of the death of the employee, to the employee's legal beneficiary(ies) by a cash payment of 25% of the employee's salary rate on the date of retirement or death.

f. If a full-time employee separates from City service and is rehired by the City within one (1) year from the date of separation, previously accrued and unused sick leave shall be reinstated.

2. Half-Time Employees

a. Half-time employees, as defined by Section 4.110(a) of the LAAC, shall begin accruing prorated sick leave on the first day of employment. Sick leave for a half-time employee shall be prorated on the basis of total number of hours scheduled in relationship to the total number of hours required for full-time employment. Employees may use their accrued sick leave beginning on the 90th day of City employment (90 calendar days from the date of hire).

b. Beginning the January 1 subsequent to the completion of 12 calendar months of employment following their date of hire, half-time employees shall be provided prorated sick leave hours based on the calendar year sick leave allotment for full-time employees of 96 hours at 100% of full pay and 40 hours at 75% of full pay, plus the hours of sick leave accrued and accumulated as provided in this Article. The prorated amount of 100% and 75% sick leave hours for half-time employees will be calculated on the basis of the total number of hours compensated in the previous 12-month calendar period (January 1 through December 31) in relationship to the total number of hours required for full-time employment.

c. Any unused balance of sick leave at 100% of full pay at the end of any calendar year shall be carried over and accumulated from one (1) calendar year to the next up to a maximum of 800 hours. However, any unused sick leave at 100% of full pay remaining at the end of any calendar year, which, if added to an employee's accumulated sick leave at 100% of full pay, will exceed 800 hours, shall be compensated by a cash payment of 50% of the employee's

salary rate current at the date of payment as soon as practicable after the end of each calendar year.

d. Effective January 1, 1997, if a half-time employee retires from City service or, if a half-time employee who is eligible to retire on or after July 1, 1996, dies prior to retirement, any balance of accumulated sick leave at 100% of full pay up to a maximum of 800 hours remaining unused at the time of retirement or death shall be compensated to the employee or, in the event of the death of the employee, to the employee's legal beneficiary(ies) by a cash payment of 50% of the employee's salary rate on the date of retirement or death.

e. If a half-time employee separates from City service and is rehired by the City within one (1) year from the date of separation, previously accrued and unused sick leave shall be reinstated.

3. Intermittent Employees

a. Intermittent employees, as defined by Section 4.110(b) of the LAAC, shall begin accruing sick leave on the first day of employment. Employees shall accrue at a rate of one (1) hour for every 29 hours worked. Employees may use their accrued sick leave beginning on the 90th day of City employment (90 calendar days from the date of hire) up to a maximum of 48 hours each calendar year.

b. Sick leave may be accumulated up to a maximum of 48 hours each calendar year. Any accrued, unused sick leave remaining at the end of the calendar year shall carry over to the following year. Any sick leave accumulated in excess of the maximum amount shall be deemed waived and lost.

c. Intermittent employees with accrued CPTO and/or 100% sick leave hours, who become full-time or half-time employees, shall be allowed to carry over into their 100% sick leave bank a maximum of 48 hours of unused CPTO, 100% sick leave, or any combination of such unused time. Any unused CPTO and/or sick leave in excess of the 48 hours carried over shall be deemed waived and lost. Employees shall be eligible immediately as a full-time or half-time employee to accrue and use sick leave at the appropriate rate.

d. If an intermittent employee separates from City service and is rehired by the City within one (1) year from the date of separation, previously accrued and unused sick leave shall be reinstated.

e. Employees who hold more than one (1) intermittent position concurrently shall be eligible to accrue sick leave in only one (1) position. Employees who work multiple assignments or centers/facilities within the same Department are considered to hold one (1) position.

B. Preventive Medical Treatment

Notwithstanding LAAC Section 4.126(d), employees may use up to 48 hours of 100% of full pay sick leave to secure preventive medical treatment for the employee or employee's immediate family member.

ARTICLE 4.10 TIME OFF FOR PROMOTIONAL EXAMINATIONS

An employee shall be granted reasonable time off with pay for the purpose of taking oral promotional examinations when these examinations are given by the City and scheduled during the employee's regular work schedule. However, each employee entitled to this time off with pay shall give reasonable advance notice to the employee's supervisor. This time off with pay shall include travel time.

SECTION 5.0 BENEFITS

ARTICLE 5.1 CIVILIAN MODIFIED FLEXIBLE BENEFITS PROGRAM

During the term of this MOU, the City will provide benefits in accordance with the Civilian Modified Flexible Benefits Program (Flex Program) and any modifications thereto as recommended by the Joint Labor-Management Benefits Committee (JLMBC) and approved by the City Council.

During the term of this MOU, the City agrees that it will not unilaterally impose a reduction in plan design or benefits for any benefit plan applicable to employees covered by this MOU. Nothing in this MOU, however, shall prevent the parties from jointly reaching agreement on plan design or benefits applicable to employees covered by this MOU. Additionally, nothing in this MOU constitutes a waiver by the Union or the City with respect to making changes to plan design or benefits.

If there are any discrepancies between the benefits described in this Article and the Flex Program approved by the JLMBC, the Flex Program benefits will take precedence.

Section I – Health Plans

The health plans offered and benefits provided by those plans shall be those approved by the City's JLMBC and administered by the Personnel Department, in accordance with Section 4.303 (Joint Labor-Management Benefits Committee and Personnel Department Responsible for Programs) of the LAAC.

Management agrees to contribute a monthly sum not to exceed the Kaiser Permanente family rate (maximum monthly health care subsidy) per full-time employee toward the cost of a City-sponsored health plan for employees who are members of Los Angeles City Employees' Retirement System (LACERS). During the term of this MOU, Management's monthly subsidy for full-time employees shall increase by the increase in the Kaiser Permanente family rate. Increases in this monthly contribution shall be effective at the beginning of the pay period in which the Kaiser Permanente 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.

Management agrees to contribute for each half-time employee, as defined by Section 4.110 (Part-time Employment) of the LAAC, who became a member of LACERS following July 24, 1989, and for each employee who transfers from full-time to half-time status following July 24, 1989, a monthly subsidy not to exceed the Kaiser employee-only rate, toward the cost of the employee's Flex Program medical plan. Half-time employees who, prior to July 24, 1989, were receiving the same subsidy as full-time employees shall continue to receive that subsidy and shall be eligible to receive any increases applied to that subsidy, as provided in this Article.

During the term of this MOU, Management's monthly subsidy for half-time employees shall increase by the increase in the Kaiser Permanente single party rate. Increases in this monthly subsidy shall be effective at the beginning of the pay period in which the Kaiser Permanente yearly premium rate change is implemented.

Any employee who was receiving a full health subsidy as of July 24, 1989, in accordance with this Article, who transfers to half-time status following that date shall continue to be eligible for the full subsidy and shall be subject to any adjustments applied to that subsidy as provided in this Article. This provision shall apply providing that such employee does not have a break in service subsequent to July 24, 1989. Any half-time employee with a break in service after July 24, 1989, shall be subject to the partial subsidy provisions in this Article.

Full-time employees, who work a temporary reduced scheduled under the provisions of Article 4.3 (Family and Medical Leave), shall continue to receive the same subsidy as full-time employees and will be subject to any adjustments applied to that subsidy as provided in this Article.

Further, any half-time employee receiving either a full or partial subsidy in accordance with this Article who, subsequent to July 24, 1989, becomes an intermittent employee shall not be eligible for such subsidy, notwithstanding the employee's status as a member of LACERS.

During the term of this MOU, the JLMBC 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 those approved by the City's JLMBC and administered by the Personnel Department in accordance with Section 4.303 (Joint Labor-Management Benefits Committee and Personnel Department Responsible for Programs) of the LAAC.

For full-time employees who are members of LACERS, management will expend for full-time Unit employees in this MOU, who are members of LACERS, the monthly sum necessary to cover the cost of the 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 (Part-time Employment) of the LAAC, who becomes a member of LACERS and for each employee who transfers from full-time to half-time status following July 24, 1989, 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 24, 1989, were receiving the full employee-only subsidy shall continue to receive the full employee-only subsidy.

Any employee who was receiving a full employee-only dental subsidy as of July 24, 1989, in accordance with this Article, who transfers to half-time status following that date shall continue to be eligible for the full subsidy. This provision shall apply providing that such employee does not have a break in service subsequent to February 1, 1990. Any half-time employee with a break in service after July 24, 1989, shall be subject to the partial subsidy provisions in this Article.

Further, any half-time employee receiving either a full or partial subsidy in accordance with this Article who, subsequent to July 24, 1989, becomes an intermittent employee shall not be eligible for such subsidy, notwithstanding the employee's status as a member of LACERS.

During the term of this MOU, the JLMBC will review all rate changes and their impact on the Dental Plans.

Section III – Definition of Dependent

The definition of 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 have an approved City Affidavit of Domestic Partnership form or a registered State of California

Declaration of Domestic partnership form on file in the Employee Benefits Office, Personnel Department, which identifies that individual as the employee's 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 enrollment period, employees may enroll themselves and, at their option, their dependents in the City-sponsored plan. Employees who fail to enroll during this open enrollment period will be ineligible to participate in a City-sponsored plan unless another open enrollment period is subsequently declared by the Personnel Department.

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 employees who are on family or medical leave, under the provisions of Article 4.3 (Family and Medical Leave) 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 4.3 (Family and Medical Leave) in this MOU. 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 (2) 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 5.2 COMPUTER VISION CARE (CVC) PLAN

The City of Los Angeles and the Union recognize that Unit employees who operate computer equipment or other digital devices should have a complete eye exam by an optometrist who can detect Computer Vision Syndrome symptoms, such as neck and

shoulder pain, headaches, fatigue, irritated eyes, blurred or double vision and loss of focus through a Computer Vision Care eye exam.

The Union shall contract with a Computer Vision Care (CVC) Plan provider. The service provider shall employ qualified professional staff to provide an optometric exam containing elements as agreed by the provider:

The service provider shall also provide to each employee the appropriate computer vision eyewear, when necessary.

The Union shall have the responsibility to ensure that only the Unit employees who operate City computer equipment shall be eligible for this optometric exam and the computer vision glasses. Each eligible employee may be examined by the service provider only once every two (2) years. The Union shall also have the responsibility to notify the Unit employees as to the availability of the CVC Plan.

The Union may expend a portion of the funds which are in the CVC Trust Fund to purchase for CVC ergonomic equipment for Unit employees on an as needed basis, as determined by ergonomic evaluation. The ergonomic evaluation shall be conducted by the Personnel Department.

The Union may expend a portion of the funds in the CVC Plan to conduct an ergonomic training course, should one not be available through the Personnel Department. The training will be conducted on City time, subject to approval of the supervisor.

The parties agree to reopen this Article during the term of this MOU, if necessary, to discuss additional funding for the plan.

The CVC Plan shall perform an annual audit of its expenditures, to be conducted by an independent qualified CPA firm. The CVC Plan shall provide copies of said audit report to the City Administrative Officer.

The CVC Plan shall also provide an annual report listing the following information:

1. Names of City employees that were examined

2. Date of examination

The Union agrees to indemnify, defend and hold harmless the City against all claims, demands, suits, including costs of suits and reasonable attorney fees, and/or other forms of liability arising from the implementation of these provisions and the operation of the CVC Plan.

If, in the City's opinion, the Union and/or the CVC Plan provider commits a major breach of the provisions of this agreement, the City may, at its discretion, discontinue further payments in support of the CVC Plan. Reasons for discontinuing payments include, but

are not limited to: (1) failure of the Union and/or the CVC Plan provider to cooperate with the reasonable requests of City representatives regarding annual audit information; (2) failure of the Union to indemnify the City of any and all liability arising from the implementation of these provisions and from the operation of the CVC Plan; or (3) failure of the Union and/or the CVC Plan provider to comply with the restrictions placed on its operations by this agreement.

Any disputes between the parties concerning compliance with the provisions of this agreement or the reasonableness of requests by City representatives may be appealed to binding arbitration unless some other forum for resolution is agreed upon. The costs of any such appeal shall be shared equally by the Union and the City.

ARTICLE 5.3 DEPENDENT CARE REIMBURSEMENT ACCOUNT

During the term of this MOU, Management agrees to maintain a Dependent Care Reimbursement Account (DCRA), qualified under Section 129 of the Internal Revenue Code, for employees who are members of the LACERS, provided that sufficient enrollment is maintained to continue to make the account available. Enrollment in the DCRA is at the discretion of each employee. All contributions into the DCRA and related administrative fees shall be paid by employees who are enrolled in the plan.

As a qualified Section 129 Plan, the DCRA shall be administered according to the rules and regulations specified for such plans by the Internal Revenue Service.

ARTICLE 5.4 DISABILITY INSURANCE PLAN

During the term of this MOU, Management agrees to maintain a Disability Insurance Plan for employees who are members of LACERS, provided that sufficient enrollment is maintained to continue to make the plan available. The JLMBC shall determine the benefits and provider of the plan.

Management shall expend for active Unit employees who are members of LACERS the sum necessary to cover the cost of a basic disability insurance plan. Management shall also maintain a Supplemental Disability Insurance Plan, enrollment in which is at the discretion of each employee. The full cost of the Supplemental Disability Insurance Plan premiums shall be paid by the individual employees who enroll in the plan.

ARTICLE 5.5 EMPLOYEE ASSISTANCE PROGRAM

Management will expend for employees who are members of the Los Angeles City Employees' Retirement System (LACERS), and their eligible dependents, the sum necessary to cover the cost of an Employee Assistance Program (EAP). The benefits and services of the EAP provider shall be determined by the City's Joint Labor-Management Benefits Committee.

Information on the current Support Plus provider is available through the Personnel Department, Employee Benefits Division, by telephone at (213) 978-1655 or on the Division's website at: https://www.liveandworkwell.com/content/en/public.html.

ARTICLE 5.6 HOLIDAYS AND HOLIDAY PAY

A. The following days shall be treated as holidays during the term of this MOU:

1. New Year's Day
2. Martin Luther King, Jr.'s Birthday (the third Monday in January)
3. President's 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. Juneteenth (June 19)
7. Independence Day (July 4)
8. Labor Day (the first Monday in September)
9. Indigenous Peoples Day (the second Monday in October)
10. Veteran's Day (November 11)
11. Thanksgiving Day (the fourth Thursday in November)
12. The Friday after Thanksgiving Day
13. Christmas Day (December 25)
14. Any day or portion thereof declared to be a holiday by proclamation of the Mayor and the concurrence of the City Council by resolution
15. Effective July 7, 2019, one (1) additional unspecified holiday will be added for a total of two (2) unspecified holidays (per calendar year).

B. When any holiday from Subsections A(1) through A(13) of this Article falls on a Sunday, it shall be observed on the following Monday.

C. When any holiday from Subsections A(1) through A(13) of this Article 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. Whenever a holiday from Subsections A(1) through A(13) of this Article occurs during an employee's regularly scheduled work week, eight (8) hours of paid leave shall be credited for the purpose of computing overtime pay for work performed after 40 hours.

F. Whenever a holiday listed under Subsection A(14) of this Article occurs during an employee's regularly scheduled work week, the appropriate number of hours of paid leave shall be credited for the purpose of computing overtime pay for work performed after 40 hours.

G. Whenever an employee's 9/80 or modified day off falls on a holiday, the employee shall take an alternate day off within the same workweek and calendar week as the holiday.

H. Holiday Premium Pay – Any Unit employee, who works on any holiday listed in Subsections A(1) through A(13) of this Article, will receive eight (8) hours (or portion thereof as specified in Subsection A(14) of this Article) of holiday premium pay and one and one-half (1.5) times the hourly rate for all hours worked on the observed holiday, provided, however, that the employee has (1) worked the employee's assigned shift immediately before and the employee's assigned shift immediately after the holiday, or (2) prior to such holiday, Management has authorized the employee to take paid leave time off in lieu of the requirement to work said shifts. Any employee who fails to meet these requirements will be paid at the rate of one (1) hour for each hour worked. Employees shall not receive both overtime and holiday premium pay for the same hours.

I. An employee who works in excess of eight (8) hours on any holiday listed from Subsections A(1) through A(13) of this Article or hours worked in excess of any day or portion thereof declared to be a holiday by proclamation of the Mayor shall be paid at the appropriate holiday premium pay rate for the employee's class. The employee shall not receive both overtime and holiday premium pay for the same hours.

J. For each holiday listed above which results in time off with pay for employees working a Monday through Friday work week, employees who are scheduled to work other than the Monday through Friday work week shall be entitled to the day off with pay or shall be compensated in accordance with all pertinent provisions (Sections B through I of this Article). If such holiday falls on the employee's scheduled day off, an alternative day off in-lieu shall be scheduled within the same calendar week as the holiday.

K. The additional compensation for work performed on a holiday, as provided in this Article, shall not apply to employees whose regular rate of pay is bonused to include pay for holidays worked.

L. Management shall have the sole authority and responsibility to determine whether the compensation for any holidays worked shall be in cash or paid leave time off.

M. The unspecified holiday shall be taken in accordance with the following requirements:

1. The holiday must be taken in one (1) 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 employee's department, office, or bureau. If an unforeseen operating

requirement prevents the employee from taking such previously approved holiday, Management will reschedule the holiday so that it may be taken on some other reasonably satisfactory date within the calendar year.

2. Any break in service (i.e., resignation, discharge, retirement) 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 the employee has completed six (6) months of satisfactory service and has completed 500 hours of compensated time.

5. No employee shall receive more than two (2) unspecified holidays 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.

N. Intermittent employees, as defined by Section 4.110(b) (Part-Time Employment – Intermittent) of the LAAC, shall not be entitled to holiday benefits. An intermittent employee who becomes full-time or half-time and who has not previously qualified for the unspecified holiday benefit as a full or half-time employee shall be required to qualify by completing six (6) consecutive months of service in the full-time or half-time status and to have been compensated for at least 500 hours. Upon completion of the qualifying period, a half-time employee will be allowed prorated benefits, as described in this Article.

ARTICLE 5.7 RETIREMENT BENEFITS

A. Benefits

1. Effective July 1, 2011, for all LACERS Tier I employees regardless of their date of hire, the LACERS Tier I retirement formula and a flat-rated employee retirement 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 Section 4.1033 (Early Retirement Incentive Program) of the LAAC, 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.

2. For employees hired on or after the date of adoption of the Ordinance implementing LACERS Tier 3, the retirement formula for LACERS Tier 3

and a flat-rated employee retirement contribution of seven percent (7%) shall be continued during the term of this MOU.

B. Retiree Health Benefits

1. There is currently in effect a retiree health benefit program for retired members of LACERS under Chapter 11 (Health and Welfare Programs for Retirees of the Los Angeles City Employees' Retirement System) of the LAAC. 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.

2. With regard to LACERS Tier 1, as provided by Section 4.1111 (Medical Plan Premium Subsidy) of the LAAC, the monthly Maximum Medical Plan Premium Subsidy, which represents the Kaiser 2-party non-Medicare Part A and Part B premium, is vested for all members who made the additional contributions authorized by Section 4.1003(c) (Member Contributions-Additional Contributions) of the LAAC.

3. Additionally, with regard to Tier 1 members who made the additional contribution authorized by Section 4.1003(c) (Member Contributions-Additional Contributions) of the LAAC, the maximum amount of the annual increase authorized in Section 4.1111(b) (Medical Plan Premium Subsidy-Maximum Medical Plan Premium Subsidy) of the LAAC is a vested benefit that shall be granted by the LACERS Board.

4. With regard to LACERS Tier 3, the Implementing Ordinance shall provide that all Tier 3 members shall contribute to LACERS four percent (4%) of their pre-tax compensation earnable toward vested retiree health benefits, and shall amend Chapter 11 (Health and Welfare Programs for Retirees of the Los Angeles City Employees' Retirement System) of the LAAC to provide the same vested benefits to all Tier 3 members as currently are provided to Tier 1 members who make the same four percent (4%) contribution to LACERS under the retiree health benefit program.

5. The entitlement to retiree health benefits under this provision shall be subject to the rules under Chapter 11 (Health and Welfare Programs for Retirees of the Los Angeles City Employees' Retirement System) of the LAAC in effect as of the effective date of this provision, and the rules placed into Chapters 10 and 11 (Retirement Benefits and Conditions of Entitlement for the Los Angeles City Employees' Retirement System and Health and Welfare Programs for Retirees of the Los Angeles City Employees'

Retirement System) of the LAAC, with regard to Tier 3, by the Implementing Ordinance.

6. As further provided in this Article, the amount of employee contributions is subject to bargaining in future MOU negotiations.

7. 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.

8. Employees whose Health Service Credit, as defined in Chapter 11 (Health and Welfare Programs for Retirees of the Los Angeles City Employees' Retirement System) of the LAAC, 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 based on the extent to which their service credit is prorated due to their less than full time status.

C. Procedure for Benefits Modifications

1. 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 LACERS are affected shall be recommended to the City Council by the CAO as affecting membership of all employees in the LACERS. Such modifications need not be included in this MOU in order to be considered appropriately negotiated.

2. 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.

3. If agreement is not reached between Management 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 5.8 TUITION REIMBURSEMENT/SPECIALIZED TRAINING FUNDS

Funding for tuition reimbursement for college level courses related to careers in Los Angeles City service and specialized training courses shall be provided to employees of this Unit. An amount of $25,000 shall be allocated for this purpose from Union Trust

Funds. An additional amount of $25,000 will be allocated by the City of Los Angeles for this purpose on July 1st of each fiscal year during the term of this MOU.

Unspent funds shall revert to the City's General Fund at the end of each fiscal year.

The Personnel Department will administer tuition reimbursement in accordance with the standards for the City-wide Tuition Reimbursement Program and will work with Local 3672 to develop training plans and goals for use of the specialized training funds.

Release time for employees to attend approved programs will be subject to departmental workload and operating needs.

ARTICLE 5.9 UNION-SPONSORED OPTICAL PROGRAM

It is mutually understood that each employee who is a member of LACERS will be enrolled in the Union's optical program.

The City will forward $4.00 biweekly for each such employee on City paid status to the Union to finance this program.

The Union agrees to indemnify and hold harmless the City against all claims, including costs of suits and reasonable attorney fees and/or other forms of liability arising from the implementation of the provisions of this Article.

ARTICLE 5.10 VACATIONS

A. Management's present practices with regard to vacations will be continued during the term of this MOU. Such practices shall be in accordance with Sections 4.244-4.256 of the LAAC.

Each Unit employee who has completed the 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:

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

At the completion of the fifth year of City service, employees receive 48 additional hours of vacation as a lump sum. At the completion of each year from the 13th through 19th year, and at the completion of the 25th year of City service, employees receive eight (8) additional hours of vacation as a lump sum.

B. Maximum Accrual of Vacation Time

Effective September 1, 2019, notwithstanding Section 4.254 of the LAAC, employees shall be permitted to accumulate vacation time not to exceed three (3) annual vacation periods, as indicated in the below chart:

Maximum Vacation Accrual Chart				
Years of Service Completed	Total Annual Vacation Time		Maximum Vacation Time	
	Hours	Days	Hours	Days
1 - 4	88	11	264	33
5 - 12	136	17	408	51
13	144	18	432	54
14	152	19	456	57
15	160	20	480	60
16	168	21	504	63
17	176	22	528	66
18	184	23	552	69
19 - 24	192	24	576	72
25+	200	25	600	75

C. Vacation Accrual during Active Military Service – Cash Out of Accrued Vacation at Commencement of Leave

Unit members called into active military service (other than temporary military leave), following their qualifying year of service for vacation, shall continue to accrue vacation during their military service, subject to the same maximum accrual requirements as active City employees. In order 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 their leave of absence and verified by military orders or other evidence of call-up into the armed forces of the United States.

ARTICLE 5.11 VACATION SCHEDULING

Vacations will be scheduled in accordance with Section 4.250 (Time for Granting Vacations) of the LAAC and as far in advance as possible. Consideration for vacation time off shall be given to the efficient operation of the department, office, or bureau, the desires of the employees, and seniority in grade of the employees at the time of the employee's request.

SECTION 6.0 ON-THE-JOB

ARTICLE 6.1 EMPLOYMENT OPPORTUNITIES

The Personnel Department will e-mail to the Union and to the human resources offices of all City departments copies of all job/examination bulletins. Tentative examination bulletins approved by the head of the Selection Division of the Personnel Department will be e-mailed to the Union and human resources offices seven (7) calendar days in advance of the public posting of the final bulletin for the examination.

ARTICLE 6.2 PERSONNEL FOLDERS

An employee shall be entitled to review the contents of the employee's official departmental personnel folder at reasonable intervals, upon request, during hours when the employee's personnel office is normally open for business. The review shall not interfere with the normal business of the department, office, or bureau.

No disciplinary document shall be placed in an employee's official departmental personnel folder without providing said employee with a copy thereof.

An employee may submit a written rebuttal to any disciplinary or adverse document placed in the employee's departmental personnel folder. Such rebuttal shall identify the disciplinary or adverse document and shall be filed in the employee's departmental personnel folder for as long as the disciplinary or adverse document remains. This

provision shall not apply to documents placed in said folder prior to the effective date of this MOU. (It is mutually understood that in the Police Department, a Notice to Correct Deficiencies is not considered a form of discipline and a copy is not placed in the departmental personnel folder.)

Upon request of the employee, adverse documents in the employee's departmental personnel folder shall be sealed after three (3) years, provided that there have been no other adverse documents placed in the folder since that time and upon recommendation of the General Manager. Employee evaluations are not considered adverse documents for the purposes of this paragraph.

If sealing is not recommended, the reasons for denial of the request shall be discussed with the employee. The reasons for the denial of the request shall not be grievable.

ARTICLE 6.3 REST PERIOD

Each employee shall be granted a minimum 15-minute rest period in each 4-hour work period. However, no rest period shall be taken during the first or last hour of the employee's working day nor in excess of 15 minutes without the express consent of the designated supervisor.

Management reserves the right to suspend the rest period or any portion thereof during an emergency. Any rest period so suspended or not taken at the time permitted shall not be accumulated, carried over from one day to any subsequent day, or compensated for in any form.

ARTICLE 6.4 SAFETY AND ERGONOMICS

Section I

Safety clothing and devices currently provided by Management shall continue to be provided, as long as the need exists. The Union will encourage all Unit members to utilize the safety clothing and devices to the fullest extent possible.

Section II

Management will make every reasonable effort to provide safe working conditions. Union will encourage all Unit members to perform their work in a safe manner. Each employee should be alert to unsafe practices, equipment, and conditions. Each employee should report any hazardous condition promptly to the employee’s immediate supervisor. The immediate supervisor must then:

A. Correct or eliminate the hazardous condition if correction or elimination thereof is within the authority and capability of the supervisor; or

B. Safeguard a hazardous condition in such a manner as to preclude injury to employees and/or property damage; and

C. Promptly report the nature and location of the hazardous condition to the next level of supervision designated by departmental management for said purpose, if elimination of the hazardous condition is not within the immediate supervisor's capability; and

D. If elimination of the hazardous condition is not within the capability of the second level of supervision to correct, the second level supervisor shall promptly report the problem to the next designated level of supervision or inform the Departmental Safety Coordinator about the problem; and

E. In addition, notice will be made to the Safety Committee if one exists within the department, office, or bureau.

Section III

If the procedures for handling a reported hazardous condition are not initiated, or if initiated, the procedures fail to effect a satisfactory solution to the problem within a reasonable time, the employee or the employee's representative may call the City Occupational Safety Office and report the hazard.

Unresolved complaints under this Article may be referred to the State Safety Engineer for processing under the Cal/OSHA rules and regulations.

Section IV

Any pregnant employee whose job duties require frequent and extended operation of a video display terminal (VDT) may request a temporary reassignment of duties, if the employee's treating physician certifies in writing that discontinuance or a reduction of the employee's operation of the VDT is medically indicated. In this event, Management will make a reasonable effort to realign the duties of the employee to perform other available and necessary duties within the specifications of the employee's class in the department in order to avoid the employee's operation of a VDT to the extent recommended by the employee's treating physician.

Section V

Any Unit employee, who is a frequent operator of VDT equipment, may request Management to provide applicable ergonomic accessories for the workstation (i.e., copy holder, separate lamp, chair, wrist rest, footstool, adjustable workstation, non-reflective glare filter, and/or a hood to be attached to the display unit screen). Management will evaluate the request and provide the necessary item(s) for the workstation, subject to the availability from City Stores and budgeted funds for this purpose. The Union shall expend up to $10,000 from the VDT Trust Fund (Article 5.2, Computer Vision Care [CVC] Plan)

to provide ergonomic equipment for Unit members if a department does not have funding available for such equipment.

Section VI

Management and the Union agree to form a Joint Labor Management Committee on Health and Safety to review ergonomics, safety, and employee welfare issues pertaining to members of this Unit. The Committee will include four (4) Unit members, a representative of the Personnel Department, and representatives of operating departments as needed. The Committee shall determine the meeting schedule and the topics for review, discussion, and recommendation.

Section VII

The City agrees to allocate $10,000 to the Personnel Department's contractual services account within 30 days of the date of Council approval of this MOU for ergonomics training and assessment for Unit members.

ARTICLE 6.5 WORKERS' COMPENSATION

Management agrees to adhere to the City's policies with regard to the Citywide Temporary Modified Duty (Return to Work) Program.

During the term of this MOU, Management shall provide Workers' Compensation benefits in accordance with Section 4.104 (Workers' Compensation for Illness or Injury Sustained in Course of Employment) of the LAAC, except that salary continuation payments during absences for temporary disabilities arising from job-related injuries or illnesses 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.

ARTICLE 6.6 WORKERS' COMPENSATION ALTERNATIVE DISPUTE RESOLUTION PROGRAM

The following information is for informational purposes:

The parties to this agreement have entered into a Workers' Compensation Alternative Dispute Resolution (ADR) Program Agreement dated June 8, 2018. In accordance with California Labor Code Section 3201.7, this Agreement was reached separate and apart from the collective bargaining process for this MOU. The Agreement includes a Joint Labor Management Committee (JLMC), the terms of which are incorporated in the body of the ADR Agreement, and is hereby incorporated into the body of this agreement.

The Workers' Compensation ADR Program, approved by the State of California, provides a dispute prevention and resolution process designed to improve the processing and

quality of workers' compensation medical benefits, improve claim resolution, reduce workers' compensation claim costs, return injured employees to work in a timely manner, and increase injured employees' satisfaction with the process.

SECTION 7.0 WORK SCHEDULES

ARTICLE 7.1 ALTERNATIVE WORK SCHEDULES

Notwithstanding the provisions of the Section 4.108 (Hours of Work – FLSA Non-exempt Employees) of the LAAC, Management may assign employees to work a 4/10, 5/40, 9/80, or other work schedule. The Union will be entitled to consult with Management on the matter prior to the proposed action. The Union will also be entitled, upon request, to consult with Management if Management intends to deny a change in schedule to an employee. No employee shall be required to work a 4/10 schedule against the employee's will.

It is further agreed that Management shall retain the right to refuse an employee's request to work a 4/10, 9/80, or other work schedule, and to require the reversion to a 5/40 work schedule, providing that the exercise of such right is not arbitrary, capricious, or discriminatory. In the event Management's actions are shown to be arbitrary, capricious or discriminatory before an arbitrator, the award of the arbitrator shall be to reverse the action of Management. However, the decision of the arbitrator shall be binding or advisory in accordance with Article 8.1 (Grievance Procedure) of this MOU.

ARTICLE 7.2 SCHEDULE CHANGES FOR PERSONAL BUSINESS

Management may allow an employee time off with pay, not to exceed eight (8) hours in any one (1) payroll period for personal business (except for changes on the 9/80 day off or the split day) provided that such time off so allowed shall either be made up in full within the same workweek that time is taken or charged against the employee's accrued and unused vacation or overtime bank on an hourly basis.

ARTICLE 7.3 WORK SCHEDULES

Pursuant to Fair Labor Standards Act (FLSA), employees shall have a fixed workweek that consists of a regular recurring period of 168 consecutive hours (seven (7) 24-hour periods) which can begin and end on any day of the week and at any time of the day. The designated workweek for an employee may be changed only if the change is intended to be permanent and not designed to evade overtime requirements of the FLSA.

Management may assign employees to work a 5/40, 4/10, 9/80, or other work schedule. Employees may request modified work schedules, if such schedules are generally available in the employee's department/work group. Management may refuse such requests, or require employees to revert to a 5/40 work schedule, provided the exercise of this right is not arbitrary, capricious, or discriminatory. In the event Management's actions are shown to be arbitrary, capricious, or discriminatory before an arbitrator, the

award of the arbitrator shall be to reverse the action of Management. However, the decision of the arbitrator shall be binding or advisory, in accordance with Article 8.1 (Grievance Procedure) of this MOU.

Employees on a 9/80 modified work schedule shall have designated a regular day off (also known as a 9/80 day off) which shall remain fixed. Temporary changes to the designated 9/80 day off at the request of Management or the employee is prohibited unless it is intended for the employee to work additional hours (overtime).

SECTION 8.0 GRIEVANCES

ARTICLE 8.1 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 grievant 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, 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

1. 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 provided in this Article, 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.

2. GRIEVANCE PROCESS RIGHTS

No grievant shall lose the right to process the employee's grievance because of Management-imposed limitations in scheduling meetings.

3. TIME, TIME LIMITS AND WAIVERS

"Business days" shall be defined as Monday through Friday, exclusive of City Holidays, as defined in Article 5.6 (Holidays and Holiday Pay) of this MOU.

The time limits between steps of the grievance procedure provided in this Article may be extended by mutual agreement, not to exceed 60 business days. In addition, the grievant and Management may jointly waive one (1) level of review from this grievance procedure.

4. 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 or designated Union representative. Within 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 10 business days to file an appeal to the next level in the procedure.

5. EXPEDITED ISSUES

To resolve issues at the appropriate level, the following issues will be automatically waived to the General Manager 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 General Manager 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 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. If the issue is not resolved at this step, 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 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 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 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 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 General Manager, or designee, within 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 General Manager or designee shall meet with the employee within 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 20 business days from the date of meeting with the employee.

Los Angeles Police Department only:

If the grievance is not resolved at Step 2, or the Chief of Police, or designee, fails to respond within the time limit, the grievant may process the grievance to the next level. The employee may serve written notice of the grievance to the Police Commission, or designee, within 10 business days following (a) receipt of the written response at Step 3, or (b) the last day of the response period provided for in Step 3. Failure of the grievant to serve such notice shall constitute a waiver of the grievance. The grievance shall be heard by the Commission, or designee, within 10 business days of the receipt of the appeal, and a written decision shall be rendered within 30 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 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 20 business days following (a) the date of service of the written response of the General Manager/Commission or the designee, or (b) the last day of the response period provided for in Step 3. 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 (7) arbitrators furnished by the Employee Relations Board, within 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 MOU.

PROCEDURE FOR GRIEVANCES AFFECTING A GROUP OF EMPLOYEES

The Union may elect to file a grievance on behalf of two (2) or more employees. The facts and issues of the grievance must be the same. In cases where the issues identified in the grievance affect more employees than are identified as grievants, the parties agree that the remedy may be applied to those employees upon their consent, if needed.

PROCEDURE:

STEP 1

A. The Union shall file the grievance in writing with the General Manager, or designee, of the affected department within 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 General Manager.

B. The General Manager, or designee, shall provide written notification to the Employee Relations Division of the Office of the CAO of the receipt of the grievance. The General Manager, or designee, shall meet with the Union within 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 General Manager, or designee, may include department 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 General Manager, or designee, shall prepare a written response within 20 business days of the meeting.

C. Los Angeles Police Department only:

If the grievance is not resolved at Step 1, or the Chief of Police, or designee, fails to respond within the time limit, the Union may process the grievance to the next level. The Union may serve written notice of the grievance to the Police Commission, or designee, within 10 business days following (a) receipt of the written response at Step 1, or (b) the last day of the response period provided for in Step 1. Failure of the Union to serve such notice shall constitute a waiver of the grievance. The grievance shall be heard by the Commission, or designee, within 10 business days of the receipt of the appeal, and a written decision shall be rendered within 30 business days from the date of meeting with the Union.

STEP 2

If the grievance is not settled at Step 1 in the Police Department, the Union may file for arbitration pursuant to the procedure in Step 4 (Arbitration) of the Grievance Process in this Article.

ARTICLE 8.2 UNION STEWARDS

Section I

1. The Union may designate a reasonable number of Union Stewards or other Union representative, who must be members of the Union, and shall provide all departments, offices, or bureaus with a written list of employees who have been so designated and revised lists within 30 calendar days of any changes in said designations. A steward may represent a grievant in the presentation of a grievance at all levels of the grievance procedure. A steward may represent an employee in pre-disciplinary hearings (Skelly) or pre-disciplinary interviews where there is a reasonable expectation that disciplinary action will follow.

2. An employee and the employee's steward may have a reasonable amount of paid time off for the above-listed activities. However, a steward will receive paid time off only if the steward is the representative of record; is a member of the same Union as the employee; is employed by the same department, office, or bureau; and is employed within a reasonable distance from the work location of the employee.

3. If a steward must leave the steward's work location to represent an employee, the steward shall first obtain permission from the steward's 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 steward will be informed when time can be made available. Such time will not be more than 48 hours after the time of the steward's request, excluding scheduled days off and/or legal holidays, 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 in this MOU, equal to the amount of the delay.

4. Before leaving the steward's work location, the steward shall contact the requesting employee's supervisor to determine when the employee can be made available. Upon arrival, the steward will report to the employee's supervisor who will make arrangements for the requested meeting.

5. Time spent on grievances or the pre-disciplinary representation activities described in this Article outside of regular working hours of the employee or the steward shall not be counted as work time for any purpose. Whenever these activities occur during the working hours of the employee and/or the steward, only that amount of time necessary to bring about a prompt disposition of the matter will be allowed. City time, as provided in this Article, is limited to the actual representation of employees and does not include time for investigation, preparation, or any other preliminary activity.

Section II

1. In order to facilitate the expeditious resolution of workplace disputes at the lowest possible level, the parties agree to establish a joint Labor-Management training program for Stewards and Front-Line supervisors.

2. No later than September 30, 2019, or another date mutually agreed upon by the parties, the Union and City representatives will have established a curriculum and training program that will provide skills for both stewards and front-line supervisors in the processing and resolution of grievances and other workplace issues in a cooperative, problem-solving manner. Upon completion of the program, both Union Stewards and Front-Line Supervisors will be certified.

3. Stewards certified through this training shall be authorized to spend up to two (2) hours of City time to investigate each dispute raised under Grievance Procedure of this MOU.

4. As is practicable, grievances will be heard by certified supervisors.

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

FOR AFSCME, LOCAL 3672:

Lynnette Howard, Business Representative
AFSCME, District Council 36

11/28/22
Date

Leticia Gonzalez, President
AFSCME, Local 3672

FOR THE CITY:

Matthew W. Szabo
City Administrative Officer

12/2/2022
Date

Approved as to Form and Legality:

Office of the City Attorney

December 2, 2022
Date

MOU 37

Appendix A

Operative on January 1, 2023

			ANNUAL COMPENSATION				
			STARTING			MAXIMUM	
CLASS CODE	TITLE	RANGE	STEP	SALARY		STEP	SALARY
1117-2	Executive Administrative Assistant II	3206	2	$ 68,778	--	12	$ 100,558
1117-3	Executive Administrative Assistant III	3437	2	$ 73,748	--	12	$ 107,803
0583-0	Executive Legal Secretary I	3206	2	$ 68,778	--	12	$ 100,558
0584-0	Executive Legal Secretary II	3437	2	$ 73,748	--	12	$ 107,803

MOU 37

Appendix A

Operative on January 1, 2023

Range		1	2	3	4	5	6	7	8	9	10	11	12
3206	HR	$ 32.06	$ 32.94	$ 33.85	$ 34.78	$ 36.72	$ 38.77	$ 40.93	$ 43.21	$ 44.39	$ 45.61	$ 46.87	$ 48.16
	BW	$ 2,564.80	$ 2,635.20	$ 2,708.00	$ 2,782.40	$ 2,937.60	$ 3,101.60	$ 3,274.40	$ 3,456.80	$ 3,551.20	$ 3,648.80	$ 3,749.60	$ 3,852.80
	YR	$ 66,941	$ 68,778	$ 70,678	$ 72,620	$ 76,671	$ 80,951	$ 85,461	$ 90,222	$ 92,686	$ 95,233	$ 97,864	$ 100,558
3437	HR	$ 34.37	$ 35.32	$ 36.29	$ 37.29	$ 39.36	$ 41.56	$ 43.88	$ 46.33	$ 47.60	$ 48.91	$ 50.25	$ 51.63
	BW	$ 2,749.60	$ 2,825.60	$ 2,903.20	$ 2,983.20	$ 3,148.80	$ 3,324.80	$ 3,510.40	$ 3,706.40	$ 3,808.00	$ 3,912.80	$ 4,020.00	$ 4,130.40
	YR	$ 71,764	$ 73,748	$ 75,773	$ 77,861	$ 82,183	$ 86,777	$ 91,621	$ 96,737	$ 99,388	$ 102,124	$ 104,922	$ 107,803

APPENDIX B

SALARY NOTES

Note 1: An employee in the class of Executive Administrative Assistant II (Class Code 1117-2), when regularly assigned as a full-time personal executive administrative assistant to a Member of the Board of Police Commissioners, shall receive additional compensation at the second premium level rate (5.5%) above the employee's step rate of the salary range prescribed for this class. This compensation is pensionable.

Note 2: An employee in the class of Executive Administrative Assistant II (Class Code 1117-2), when regularly assigned as a full-time personal executive administrative assistant to a Member of the Board of Public Works, shall receive additional compensation at the second premium level rate (5.5%) above the employee's step rate of the salary range prescribed for this class. This compensation is pensionable.

Note 3: When an employee in the class of Executive Administrative Assistant (Class Code 1117) is removed from the employee's position for other than just cause and placed in a position that would otherwise be filled by an Executive Administrative Assistant at a lower pay grade, the salary to be paid to the affected employee shall be equal to that of the affected employee's position prior to removal, including any future salary adjustments approved by the City Council.

Any retirement or other fringe benefits provided to the affected employee shall be based on the salary provided to the affected employee prior to removal and will be adjusted to include any future salary adjustments approved by the City Council. This arrangement shall continue as long as the affected employee remains in the classification.

Note 4: Effective January 1, 2023, any employee in the class of Executive Administrative Assistant (Class Code 1117), Executive Legal Secretary I (Class Code 0583), or Executive Legal Secretary II (Class Code 0584), who is assigned as a full-time personal assistant to two (2) or more executive positions at the level of a General Manager, Assistant General Manager, or equivalent executive positions in a City department, office, or bureau, shall receive additional compensation at two hundred forty dollars ($240.00) biweekly while so assigned. This compensation is pensionable. For the purposes of this salary note, equivalent executive positions in the City Attorney's Office shall include the City Attorney, Chief of Staff, or Branch Chiefs.

1. Employees who qualify for additional compensation under both this salary note and Article 3.2 (Additional Duties Pay) of this MOU shall not receive compensation for both concurrently.

2. Employees who qualify for additional compensation under both this salary note and Salary Note 1 of this MOU shall not receive compensation for both concurrently.

3. Employees who qualify for additional compensation under both this salary note and Salary Note 2 of this MOU shall not receive compensation for both concurrently.

Note 5: Effective January 1, 2023, any bargaining unit member while employed by the Office of the City Administrative Officer shall receive additional, regularly assigned compensation in the amount of two premium levels (5.5%) above the member's hourly base rate of pay. Additional compensation shall be an Adds To Rate and shall be pensionable.

Note 6: Effective January 1, 2023, any bargaining unit member while employed by the Office of the City Administrative Officer who is regularly assigned to work for the Homelessness Group shall receive additional, regularly assigned compensation in the amount of two premium levels (5.5%) above the member's hourly base rate of pay in addition to any other premium level compensation. Additional compensation shall be an Adds To Rate and shall be pensionable.

LETTER OF INTENT

2018-2021 MEMORANDUM OF UNDERSTANDING NO. 37

UNDERFILLING OF POSITIONS

The City and AFSCME agree that Executive Administrative Assistant pay-graded positions will not be underfilled as they are currently authorized. The City shall, in good faith, work with AFSCME to ensure Executive Administrative Assistant positions are not underfilled and departments shall make every effort to fill vacant Executive Administrative Assistant positions with the appropriate classification.

This Letter of Intent shall expire concurrent with this MOU.

FOR THE UNION:

Leticia Gonzalez, President
AFSCME Local 3672

8/2/2019
Date

Luciana Giorgi, Business Representative
AFSCME District Council 36

8/2/2019
Date

FOR THE CITY:

Richard H. Llewellyn, Jr.
City Administrative Officer

8/5/19
Date

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

RELEASE TIME PILOT PROGRAM

The City of Los Angeles has determined there are specific Union activities that confer a public benefit for which bargaining unit members (Released Employees) of the Coalition of Los Angeles City Unions (Coalition) should be released from their official duties (City work) in order to perform the specific Union activities. The Coalition agrees to ensure performance, supervise, and manage the activities of the Released Employees. Full-Time and Part-Time employees shall be eligible to be designated as a Released Employee.

The parties agree that during the term of the 2018-2021 MOU, a reasonable number of bargaining unit members shall be designated by individual Coalition Unions for the purpose of directly communicating, sharing, and collecting information from all bargaining unit members. Furthermore, as a means of controlling administrative and litigation costs associated with employee matters in a large and complex City, and with the goal of resolving matters at the earliest possible stage, Released Employees will assist bargaining unit employees, the Union, and Management during the following processes and procedures:

1. Union approved work-site meetings of the bargaining unit membership.

2. Membership meetings in order to assist with communicating issue(s) relevant to the work-force.

Reporting and Accountability of Released Employee Time

In order to ensure the City maintains control over public resources, a designee of each Coalition Union will notify Management in advance in writing of the need to release an employee and confirm the employee has been released. The Union shall provide advance notice no less than 48 hours prior to the commencement of union release time.

Each Coalition Union shall designate employees and notify Management in advance in writing when a Released Employee is designated by the Union. The designated employees shall be released for only the time necessary to bring about the efficient outcome(s) contemplated in this Agreement and/or identified going forward. Permission to leave official duties (City work assignment) will be granted unless the absence would cause an undue interruption of work. If such permission cannot be granted promptly, the Union will be informed when time can be made available. Release of an employee shall not be unreasonably withheld.

The payroll code “UB” shall be entered for all release time used under this Program. No employee shall be paid overtime or accrue Compensated Time Off (CTO) while released under this Program.

Bank of Hours

Each Union shall be afforded a bank of hours equaling two (2) hours for each full-time bargaining unit member and one (1) hour for each part-time bargaining unit member.

The total number of calculated release time hours for each Union in accordance with this Agreement is as follows:

Union	Total Hours/ Calendar Year
AFSCME	15,566
SEIU	20,351
LIUNA	1,656
Building Trades	2,216
IUOE	582
Teamsters	360

The bank of hours shall reset July 1st of each year and not carryover or be shared between Unions. Unused hours shall be deemed waived and lost. This provision shall remain in full-force and effect during the term of this MOU.

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

RELEASE TIME PILOT PROGRAM

FOR THE COALITION:

Victor M. Gordo
LIUNA Local 777

6/21/2019
Date

David Sanders
SEIU Local 721

Chris Hannan, Council Representative
LA/OCBCTC

Gavin Koon, Business Representative
I.U.O.E. Local 501

Steve Koffroth
AFSCME District Council 36

Carlos Rubio
Teamsters Local 911

FOR THE CITY:

Richard H. Llewellyn, Jr.
City Administrative Officer

7/24/19
Date

Approved as to Form and Legality:

Office of the City Attorney

7/26/19
Date

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

UNION ACCESS TO NEW EMPLOYEE ORIENTATIONS

A. PARTIES

This Agreement is made and entered into by and between the Coalition of Los Angeles City Unions (Unions) and the City of Los Angeles (City) for the following Memoranda of Understanding (MOU) for bargaining units 2, 3, 4, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 34, 36, 37, 63, and 64.

B. PURPOSE

The purpose of this Agreement is to establish a procedure for access to City new employee orientations by the exclusive representative of newly hired employees. This Agreement supersedes any MOU language or prior practice with regard to new employee orientations. Nothing in this Agreement is intended to delay, impede, or otherwise interfere with any City hiring process.

C. TERM

This Agreement has been executed by the parties on the day, month, and year written above and shall continue until such time as the parties cancel or negotiate otherwise.

D. AMENDMENTS, MODIFICATIONS, OR OTHER CHANGES

The parties recognize the need to update this Agreement as the City automates and centralizes its new employee orientation process and as changes in employer culture occur. In the event either the Unions or the City desire(s) to amend, modify, or make any other changes to this Agreement, that party shall submit to the other, written notice of its desire to meet and confer. Meet and confer sessions shall begin no later than thirty (30) calendar days following receipt of the written notice or another date mutually agreed upon by the parties. If the parties are unable to reach agreement within thirty (30) calendar days, the matter shall be subject to the provisions of California Government Code Section 3557.

E. ENFORCEABILITY

The parties mutually agree that the intent of this Agreement is to ensure compliance with the provisions of State law requiring an employer to provide the exclusive representative ten (10) calendar days' of notice and mandatory access

to the employer's new employee orientations. To that end, the parties agree to the following resolution for insufficient notice and a failure to provide union access.

If the City fails to provide sufficient notice to the Union(s), except where allowed under this Agreement, and/or fails to provide Union access to the City's new employee orientations, and/or fails to provide release time in accordance with the provisions of this Agreement:

1. The Union and employing department shall discuss and arrange a new date and time for Union access. The discussion between the Union and employing department shall occur no later than one (1) day following the initially scheduled new employee orientation.

2. The Union and employing department shall mutually agree to a make-up date for Union access. Union access to new employees shall be provided not more than five (5) business days from the initial new employee orientation date or some other date mutually agreed upon by the Union and employing department.

3. After mutual agreement on a make-up date, the employing department shall confirm in writing to the Union the new union access date, time, and location.

4. The employing department shall require the subject new hires to attend the Union's presentation on the make-up date.

5. If a dispute remains after implementation of this provision or for any other matters relating to this Agreement, the parties agree that they may advance a grievance directly to the step just prior to arbitration, and continue processing in accordance with the applicable MOU grievance and arbitration provisions.

F. DEFINITIONS

For purposes of this Agreement, the following terms shall have the following meanings:

Union or Exclusive Representative – A qualified employee organization or joint council of qualified organizations which has been certified by the Employee Relations Board as the majority representative of employees in an appropriate employee representation unit in accordance with the provisions of Los Angeles Employee Relations Ordinance Section 4.822.

New Hire – Any new employee who is new to each Union regardless of job status (e.g., full-time, part-time, temporary, etc.).

New Employee Orientation – The onboarding process of a newly hired City employee, whether in person, online, or through other means or mediums, in which employees are advised of their employment status, rights, benefits, duties and responsibilities, or any other employment-related matters.

G. UNION ACCESS TO NEW EMPLOYEE ORIENTATIONS

1. The City shall provide the Union access to new employee orientations:

    a. within thirty (30) calendar days of placing a new hire on the City payroll; or,

    b. within forty-five (45) business days of the physical start date of a new hire; or,

    c. on some other date and time mutually agreed upon by the Union and employing department.

2. Attendance at a new employee orientation by all new hires shall be mandatory.

H. NOTICE OF NEW EMPLOYEE ORIENTATION

1. The City shall provide written notice of new employee orientations to the impacted Union(s) no less than ten (10) calendar days prior to the event, regardless of the number of employees. [A single new hire is sufficient to require notice to the Union(s).]

2. Shorter notice than ten (10) calendar days may be provided to the Union(s) by the City in instances where there is an urgent hiring need critical to City operations that was not reasonably foreseeable, and where an employing department is awaiting the results of pre-employment information upon which hiring is contingent. This provision shall not be construed to regularly permit notice of less than ten (10) calendar days.

3. The written notice shall contain the anticipated number of new hires, their job class code and title, work location, and bargaining unit number and the designated time for the Unions' presentation.

I. UNION PRESENTATON DURING NEW EMPLOYEE ORIENTATION

1. Representatives of the Union shall be permitted to make a presentation of not more than thirty (30) minutes, and to present written materials during this period.

2. If more than one Union is presenting during a new employee orientation, not more than a total of thirty (30) minutes will be permitted for the Unions to use collectively.

3. Management will continue its practices of the dissemination of Union information to each new employee in accordance with applicable MOU provision(s), and any additional Union materials may be provided by the Union during the presentation.

4. Management shall determine the appropriate segment of the orientation for the Union presentation.

5. Both Union and Management representatives shall not interfere with the presentation of the other and shall at all times conduct themselves in a professional manner avoiding and refraining from any conduct that would tend to disparage the other during any new employee orientations.

J. RELEASE TIME FOR UNION STEWARDS TO ATTEND NEW EMPLOYEE ORIENTATIONS

1. At the request of the Union, paid City time off (release time) shall be granted for a union steward of record to participate in the Union presentation segment of a new employee orientation. The release time shall be granted for a maximum of thirty (30) minutes, not including reasonable travel time, during those hours that coincide with the union steward's regular work shift. The same union steward of record shall participate in no more than two (2) new employee orientations per month unless the employing department holds more than two orientations per month or permits otherwise.

2. Only one (1) union steward of record per individual Union shall be released to participate in a new employee orientation. The union steward shall be an employee of the employing department for which the new employee orientation is provided unless the parties agree otherwise.

3. Permission to leave work shall be granted by the employing department unless the absence would cause an undue interruption of work. If permission cannot be granted, the employing department shall provide the Union an alternative presentation date and time that is not more than five (5) business days beyond the initial new employee orientation date. This date will be specifically reserved for Union presentation up to the time limits prescribed in this Agreement. All new hires present for the initial new employee orientation shall be notified of the special date and time of the Union presentation and shall be required to attend on City time.

4. Union stewards shall not receive overtime for participating in or performing activities associated with the union presentation segment of any new employee orientation.

5. The Union shall provide the CAO with a written list of a reasonable number of employees who have been designated Union Stewards and revised lists within thirty (30) calendar days of any changes in these designations. The union stewards must be members of the Union.

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

UNION ACCESS TO NEW EMPLOYEE ORIENTATIONS

FOR THE COALITION:

FOR
Victor M. Gordo
LIUNA Local 777

6/21/2019
Date

David Sanders
SEIU Local 721

Chris Hannan, Council Representative
LA/OCBCTC

Gavin Koon, Business Representative
I.U.O.E. Local 501

Steve Koffroth
AFSCME District Council 36

Carlos Rubio
Teamsters Local 911

FOR THE CITY:

Richard H. Llewellyn, Jr.
City Administrative Officer

7/24/19
Date

Approved as to Form and Legality:

Office of the City Attorney

7/26/19
Date

LETTER OF AGREEMENT
MEMORANDUM OF UNDERSTANDING NO. 37
JANUARY 1, 2023 – DECEMBER 30, 2023

CASH BONUS

The parties agree that on July 26, 2023, each bargaining unit member on active payroll status shall receive a one-time, non-pensionable cash bonus, as follows:

Full-Time	5% of annual regular rate of pay (including base wage and regularly assigned bonuses)
Half-Time	5% of compensation (based on an employee's base rate and regularly assigned bonuses) paid to an employee in the Fiscal Year 2022-23 (July 3, 2022 through July 1, 2023)
Intermittent	$1,100.00

FOR AFSCME, LOCAL 3672:

Lynnette Howard, Business Representative
AFSCME, District Council 36

11/28/22
Date

FOR THE CITY:

Matthew W. Szabo
City Administrative Officer

12/2/2022
Date

Approved as to Form and Legality:

Office of the City Attorney

December 2, 2022
Date

Leticia Gonzalez, President
AFSCME, Local 3672

LETTER OF AGREEMENT
MEMORANDUM OF UNDERSTANDING NO. 37
JANUARY 1, 2023 – DECEMBER 30, 2023

REAFFIRMATION OF FORMER SIDE LETTERS

The parties agree that the following Letters (Side Letters) will be continued through the term of the January 1, 2023 - December 30, 2023 MOU:

1. Letter of Intent – Underfilling of Positions
2. Letter of Agreement – Release Time Pilot Program
3. Letter of Agreement – Union Acces to New Employee Orientations

This Letter of Agreement shall expire concurrently with the term of the MOU.

FOR AFSCME, LOCAL 3672:

Lynnette Howard, Business Representative
AFSCME, District Council 36

11/28/22
Date

Leticia Gonzalez, President
AFSCME, Local 3672

FOR THE CITY:

Matthew W. Szabo
City Administrative Officer

12/2/2022
Date

Approved as to Form and Legality:

Office of the City Attorney

December 2, 2022
Date