

**2007-2012  
MEMORANDUM OF UNDERSTANDING  
FOR JOINT SUBMISSION TO THE CITY COUNCIL  
REGARDING THE  
CITY ATTORNEYS REPRESENTATION UNIT  
(MOU #29)**

**THIS MEMORANDUM OF UNDERSTANDING made and entered into  
this 10th day of December, 2007**

**BY AND BETWEEN**

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

**AND**

**THE LOS ANGELES CITY ATTORNEYS ASSOCIATION  
In affiliation with SEIU, Local 721  
(hereinafter referred to as "Association")**

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**ARTICLE 1**            **RECOGNITION**

Pursuant to the provisions of the Employee Relations Ordinance of The City of Los Angeles and applicable State law, the Los Angeles City Attorneys Association, (hereinafter referred to as "Association") was certified on November 8, 1990, by the Employee Relations Board as the majority representative of City employees in the City Attorney's Unit (hereinafter referred to as "Unit"). Management hereby recognizes the Association as the exclusive representative of the employees in said Unit.

The term "employee" or "employees", as used herein, shall refer only to employees employed by the City in the classifications listed in Appendices A-F, Salaries. Such terms shall also apply to all such classes as may be added hereafter to the Unit by the Employee Relations Board. The terms "Office" or "City Attorney" shall refer to Management.

**ARTICLE 2**            **IMPLEMENTATION OF MEMORANDUM OF UNDERSTANDING**

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

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

**ARTICLE 3**            **NON-DISCRIMINATION**

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

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

**ARTICLE 4**            **TERM**

The term of this Memorandum of Understanding shall commence on the date when the terms and conditions for its effectiveness, as set forth in Article 2, Implementation of Memorandum of Understanding, are fully met, but in no event shall said Memorandum of

Understanding become effective prior to 12:01 a.m. on July 1, 2007. This Memorandum of Understanding shall expire and otherwise be fully terminated at midnight on June 30, 2012.

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

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

In the event that the Association or Management desires a successor Memorandum of Understanding, said party shall serve upon the other its written proposals during the period of March 15 through March 31, 2012.

**ARTICLE 6**            **UNIT MEMBERSHIP LIST**

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

**ARTICLE 7**            **NEW EMPLOYEE INFORMATION**

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

- a. Your classification is represented by the Los Angeles City Attorneys Association.
- b. The Association has been certified to meet and confer in good faith with Management on all matters pertaining to your wages, hours of work, employee benefits, and conditions of employment.

**ARTICLE 8**            **SALARIES**

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

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

## B. ADDITIONAL SALARY ADJUSTMENTS

1. Effective January 1, 2010, Unit members in the classifications of Deputy City Attorney III, Deputy City Attorney IV, and Assistant City Attorney who have at least twelve (12) months of service at Step G (top step) in their current classification on or after January 1, 2010 shall receive a salary adjustment of 2.75%.
2. Effective January 1, 2011, Unit members in the classifications of Deputy City Attorney III, Deputy City Attorney IV, and Assistant City Attorney who are at Step G (top step) of their current classification and received the salary adjustment provided for in B.1 above shall receive an additional salary adjustment of 2.75% twelve (12) months after receiving the adjustment in B.1.
3. Effective January 1, 2012, Unit members in the classifications of Deputy City Attorney III, Deputy City Attorney IV, and Assistant City Attorney who are at Step G (top step) of their current classification and received the salary adjustment provided for in B.2 above shall receive an additional salary adjustment of 2.75% twelve (12) months after receiving the adjustment in B.2.

## **ARTICLE 9**            **SALARY STEP ADVANCEMENT**

- A. Employees classified as Deputy City Attorney I shall, upon completion of one year in a step of the range prescribed for that class, be advanced to the next higher step unless there is a finding by the City Attorney that an employee has rendered less than satisfactory service. Such employee shall not be advanced to the next higher step unless and until the City Attorney finds that the employee is rendering satisfactory service.
  1. Upon completion of two years of service in the class, the City Attorney may advance any employee within the range upon a finding, as reported to the Controller, that such action is warranted.
  2. Employees in the classification of Deputy City Attorney I, upon completion of one year at Salary Step D, shall be placed in the classification of Deputy City Attorney II, at Salary Step A, unless there is a finding by the City Attorney that an employee has rendered less than satisfactory service. Such employee shall not be placed in the classification of Deputy City Attorney II unless and until the City Attorney finds that the employee is rendering satisfactory service.
- B. Employees classified as Deputy City Attorney II shall, upon completion of one year in a step of the range established for the class, be advanced to the next higher step unless there is a finding by the City Attorney that an employee has rendered less than satisfactory service. Such employee shall not be advanced to the next higher step unless and until the City Attorney finds that the employee is rendering satisfactory service. In addition, the City Attorney may advance any employee within the range upon finding, as reported to the Controller, that such action is warranted.

1. Effective July 1, 2006, employees in the classification of Deputy City Attorney II, upon completion of three years at Salary Step F, shall be placed in the classification of Deputy City Attorney III, at Salary Step A, unless there is a finding by the City Attorney that an employee has rendered less than satisfactory service. Such employee shall not be placed in the classification of Deputy City Attorney III unless and until the City Attorney finds that the employee is rendering satisfactory service.
  2. Effective January 1, 2008, employees in the classification of Deputy City Attorney II, upon completion of one year (12 months) at Salary Step F, shall be placed in the classification of Deputy City Attorney III, at Salary Step A, unless there is a finding by the City Attorney that an employee has rendered less than satisfactory service. Such employee shall not be placed in the classification of Deputy City Attorney III unless and until the City Attorney finds that the employee is rendering satisfactory service.
- C. Employees classified as Deputy City Attorney III shall, upon completion of one year in a step of the range established for the class, be advanced to the next higher step unless there is a finding by the City Attorney that an employee has rendered less than satisfactory service. Such employee shall not be advanced to the next higher step unless and until the City Attorney finds that the employee is rendering satisfactory service. In addition, the City Attorney may advance any employee within the range upon finding, as reported to the Controller, that such action is warranted.
1. Effective July 1, 2007 through December 31, 2009, no employee shall advance beyond Step E of the range except on the basis of ascertained merit as determined by the City Attorney. Effective January 1, 2010, advancement beyond Step E shall be in accordance with Section C above.
- D. Employees classified as Deputy City Attorney IV shall, upon completion of one year in a step of the range established for the class, be advanced to the next higher step unless there is a finding by the City Attorney that an employee has rendered less than satisfactory service. Such employee shall not be advanced to the next higher step unless and until the City Attorney finds that the employee is rendering satisfactory service. In addition, the City Attorney may advance any employee within the range upon finding, as reported to the Controller, that such action is warranted.
1. Effective July 1, 2007 through December 31, 2009, no employee shall advance beyond Step E of the range except on the basis of ascertained merit as determined by the City Attorney. Effective January 1, 2010, advancement beyond Step E shall be in accordance with Section D above.
- E. Employees classified as Assistant City Attorney shall, upon completion of one year in a step of the range established for the class, be advanced to the next higher step unless there is a finding by the City Attorney that an employee has rendered less than satisfactory service. Such employee shall not be advanced to the next higher step unless and until the City Attorney finds that the employee is rendering satisfactory service. In addition, the City Attorney may advance any employee within the range upon finding, as reported to the Controller, that such action is warranted.

1. Effective July 1, 2007 through December 31, 2009, no employee shall advance beyond Step E of the range except on the basis of ascertained merit as determined by the City Attorney. Effective January 1, 2010, advancement beyond Step E shall be in accordance with Section E above.
- F. The City Attorney has, subject to budgetary constraints and position authorities, the authority to promote attorneys or to advance them to higher pay steps. The City Attorney will send to the CAO written findings of good cause justifying deviation from restrictions in this MOU or elsewhere upon promotions or step advancement.

## **ARTICLE 10**            **WORKING HOURS**

### **Fair Labor Standards Act - Exempt Employees**

Employees in this Unit qualify for exemption from the Fair Labor Standards Act (FLSA) overtime provisions based upon a special exception for lawyers, and therefore shall be treated as exempt employees as defined by the FLSA (29 CFR 541.314). Although said employees shall not receive paid overtime compensation, compensatory time off may be accrued in a manner described below.

- A. Each employee is required to work 80 hours in any biweekly pay period, usually consisting of ten eight-hour days, Monday through Friday. Within any biweekly pay period, an employee who does not work eight (8) hours on a particular day shall make up the deficiency in the same pay period by: (1) working more than eight (8) hours on another work day, (2) working on a weekend day or on a holiday, or (3) using vacation time or accrued compensatory time off. Management reserves the right to schedule or alter working hours.
- B. Whenever an employee is required to **work** in excess of 80 hours in any biweekly pay period, including any holiday time, such excess hours shall be recorded, and the record thereof maintained in the Office of the City Attorney; provided, however, that the number of hours which may be accrued for any employee during the calendar year shall be limited to 160 hours at any given time during the calendar year; further provided that no period of less than one-half hour shall be accrued and recorded on any particular day. In no event shall vacation time or sick leave count towards an employee's 80-hour pay period for purposes of calculating excess hours worked under the provisions of this Article.
- C. Any balance of accrued but unused hours, up to the amount of 200 hours, remaining at the end of a calendar year will be carried over to the next calendar year. However, any hours in excess of 200 remaining unused at the end of a calendar year shall be deemed waived and lost.
- D. With the consent of the City Attorney, any employee having excess hours accrued may take compensatory time off in an amount equal to the number of hours so recorded; but in no event shall an employee be permitted to take more than 200 hours of compensatory time off in a calendar year.



The request for such time off will be promptly approved by Management subject to the operating needs of the office if the request is made at least 24 hours prior to the requested date. If an unforeseen operating requirement prevents the employee from taking such previously approved time off, Management shall reschedule the time off so that it can be taken on some other mutually satisfactory date.

- E. No employee shall be paid in cash for any accumulated excess hours, either during the period of employment or at the time of separation from City service.

## **ARTICLE 11            HEALTH AND DENTAL PLANS**

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

The sections below are intended to reflect the Flex Program approved on July 17, 1996. If there are any discrepancies between the benefits described herein and the Flex Program approved by the Joint Labor-Management Benefits Committee, the Flex Program benefits will take precedence.

### **Section I - Health Plans**

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

Effective January 1, 2007, Management agrees to contribute for each full-time employee who is a member of the Los Angeles City Employees' Retirement System (LACERS) a monthly subsidy equal to the cost of his/her medical plan, not to exceed \$857.02. Effective January 1, 2008, Management agrees to contribute for each full-time employee who is a member of LACERS a subsidy equal to the cost of his/her medical plan, not to exceed \$948.36.

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

Effective January 1, 2007, Management agrees to contribute for each half-time employee, as defined by Section 4.110 of the Los Angeles Administrative Code (LAAC) who became a member of LACERS following July 1, 1990, and for each employee who transfers from full-time to half-time status following July 1, 1990, a monthly subsidy not to exceed \$329.60. Half-time employees who, prior to July 1, 1990, were receiving the same subsidy as full-time employees shall continue to receive the full-time employee subsidy and shall be eligible to receive any increases applied to that subsidy as provided in this Article as long as they do not have a break in service.

Effective January 1, 2008, Management agrees to contribute for each half-time employee a monthly subsidy not to exceed \$364.76 per employee.

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

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

Full-time employees who work a temporary reduced schedule under the provisions of Article 12, Family and Medical Leave, shall continue to receive the full-time employee subsidy and shall be subject to any adjustments applied to that subsidy as provided in this Article.

During the term of this MOU, the Joint Labor-Management Benefits Committee will review all rate changes and their impact on the Health Plans.

## **Section II - Dental Plans**

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

Management will expend for full-time employees in the classifications listed in this Unit, who are members of LACERS, the monthly sum necessary to cover the cost of employee only coverage under the City-sponsored Dental Plan Program. Coverage for dependents of eligible employees may be obtained in a City-sponsored plan at the employee's expense, provided that such sufficient enrollment is maintained to continue to make such coverage available.

For each half-time employee, as defined by Section 4.110 of the LAAC, who becomes a member of LACERS and for each employee who transfers from full-time to half-time status following July 1, 1990, Management will expend an amount equivalent to one-half of the cost of the employee-only coverage of the most expensive plan under the City-sponsored Dental Program. Half-time employees who, prior to July 1, 1990, were receiving the full employee-only subsidy shall continue to receive the full employee-only subsidy.

During the term of this MOU, the Joint Labor-Management Benefits Committee will review all rate changes and their impact on the Dental Plans.

## **Section III - Definition of Dependent**

The definition of a dependent shall include the domestic partner of an employee and the dependents of such domestic partner. Any employee claiming a domestic partner and/or the dependents of such domestic partner for purposes of this Article shall complete a confidential affidavit to be filed in the Employee Benefits Office, Personnel Department, which shall be signed by the City employee and the domestic partner, declaring the existence of a domestic partnership.

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

#### **Section IV - General Provisions**

An open enrollment period of at least 30 days shall be declared by the Personnel Department each year. During this open period, employees may enroll themselves and, at their option, their dependents in the City-sponsored plan. Employees who fail to enroll during this open period will be ineligible to participate in City-sponsored plan unless another open enrollment period is subsequently declared by the Personnel Department.

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

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

#### **Section V - Subsidy During Family and Medical Leave**

For employees who are on Family or Medical Leave, under the provisions of Article 12 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 12 herein. However, for any unpaid portion of Family or Medical Leave, health and/or dental plan subsidies shall be continued for a maximum of nine (9) pay periods.

#### **Section VI - Benefit Protection Plan**

For employees who have approved disability claims (excluding those for work-related injuries) under the City's Flex disability insurance carrier, management shall continue the City's medical, dental, and basic life insurance plan subsidies for a maximum of two years or at the close of claim, whichever is less. Employees must have been enrolled in a Flex medical, dental and/or basic life plan prior to the beginning of the disability leave. Coverage in this program will end if the employee retires (service or disability) or leaves City service for any reason.

### **ARTICLE 12            FAMILY AND MEDICAL LEAVE**

#### **I. Authorization for Leave**

During the term of this MOU, up to four (4) months (nine (9) pay periods) of family or medical leave shall be provided for the purpose of childbirth, adoption, foster care of a child, or serious health condition of an immediate family member (as defined in Article 18), upon the request of the employee, or designation by Management in accordance with applicable Federal or State law, notwithstanding any other provisions of this MOU or the Los Angeles Administrative Code to the contrary.

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

Leave under the provisions of this Article shall be limited to four (4) months (nine (9) pay periods) during a twelve (12) month period, regardless of the number of incidents. A 12-month period shall begin on the first day of leave for each individual taking such leave. The succeeding 12-month period will begin the first day of leave taken under the provisions of this Article after completion of the previous 12-month period.

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

## II. Definitions

- A. **Spouse** means a husband or wife as defined or recognized under State law for purposes of marriage in this State.
- B. **Domestic partner** means a named domestic partner in a confidential affidavit declaring the existence of said domestic partner and signed by the City employee, which is on file in the Employee Benefits Office, Personnel Department.
- C. **Parent** means a biological, step, adoptive or foster parent, an individual who stands or stood *in loco parentis* to an employee, or a legal guardian. This term does not mean parents-in-law. Persons who are *in loco parentis* include those with day-to-day responsibilities to care for and financially support a child, or in the case 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 child of a person standing *in loco parentis*, who is either under age 18 or age 18 or older and incapable of self-care because of a mental or physical disability.

## III. Eligibility

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

**Exception:** In accordance with Pregnancy Disability Leave under the California Fair Employment and Housing Act (FEHA), on the first day of employment with the City, pregnant employees are eligible for up to four (4) months (nine (9) pay periods) of leave if disabled due to pregnancy.

- B. Parents (including those who are domestic partners) who both work for the City may take leave under the provisions of this Article at the same time to care for a

new child by birth or adoption, or foster care of a child. However, the aggregate period of time to which both are entitled is limited to the time allowed for only one employee. Spouses or domestic partners who both work for the City may take leave under the provisions of this Article at the same time to take care of a sick parent. However, the aggregate period of time to which both are entitled is limited to the time allowed for only one employee.

Each employee must notify his/her employing department at the time the leave is requested of the name and department of the second family member who is requesting leave for the same incident. Such notification must include the starting and ending dates of the time period for which each employee is requesting leave.

The time limitations described above does not apply to leave taken by one spouse or one domestic partner to care for the other who is seriously ill, or to care for a child with a serious health condition.

#### **IV. Conditions**

- A. **Pregnancy** - The start of leave for a pregnant employee shall be at the beginning of the employee's pregnancy-related disability that a health care provider certifies as necessary. Leave for the non-disability portion of childbirth may be taken before or after delivery.

In accordance with Pregnancy Disability Leave (PDL) under the California FEHA, pregnant employees who are disabled due to pregnancy, childbirth, or related medical conditions are eligible for up to four (4) months (nine (9) pay periods) of leave with medical certification certifying the employee as unable to work due to a pregnancy-related condition. PDL under the FEHA may be taken before or after the birth of the child, and shall run concurrently with pregnancy leave under the federal Family and Medical Leave Act of 1993, which must be concluded within one year of the child's birth.

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

- B. **Adoption** - The start of a family leave for adoption shall begin on a date reasonably close to the date the child is placed in the custody of the employee. Leave for adoption or foster care of a child may also be granted prior to placement if an absence from work is required.
- C. **Family Illness** - The start of a family leave for a serious health condition of a family member shall begin on the date requested by the employee or designated by Management.
- D. **Employee's Own Illness** - The start of a leave for the employee's own serious health condition shall begin on the date requested by the employee or designated by Management.

- E. A **serious health condition** is defined as an illness, injury, impairment, or physical or mental condition that involves:
1. Any period of incapacity or treatment connected with inpatient care in a hospital, hospice, or residential medical care facility; or
  2. A period of incapacity requiring an absence of greater than three ~~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 or more than three consecutive days if left untreated; or
  6. Any period of incapacity due to pregnancy or for prenatal care.
- F. **Continuous, Intermittent, and Reduced Work Schedule Leave** - All leave granted under this Article shall normally be for a continuous period of time for each incident.

An employee shall be permitted to take intermittent leave or work on a reduced schedule to take care of a family member with a serious health condition or for his/her own serious health condition when it is medically necessary. Management may require the employee to transfer temporarily to an available alternative position with equivalent compensation for which the employee is qualified that accommodates recurring periods of leave better than the employee's regular position. Employees who elect a part-time schedule shall receive prorated compensated time off benefits in accordance with Section 4.110 of the Los Angeles Administrative Code during the duration of their part-time schedule.

In accordance with the California Family Rights Act (CFRA), leave for the birth, adoption or foster care placement of a child of an employee ("bonding" leave) does not have to be taken in one continuous period of time. Under CFRA, the basic minimum duration of bonding leave is two weeks, and on any two occasions an employee is entitled to such bonding leave for a time period of not less than one day but less than two weeks' duration. Any other form of intermittent leave, or work on a reduced schedule, for the purpose of bonding leave shall only be permitted at the discretion of Management. Bonding leave must be concluded within one year of the birth or placement of the child.

- G. If any employee requires another leave for a separate incident under the provisions of this Article during the same 12-month period, a new request must be submitted.
- H. A personal leave beyond the four (4) month (nine (9) pay periods) leave provided in this Article may be requested, subject to the approval of the appointing authority and, if required, the Personnel Department, as provided under other City leave provisions.
- I. **Workers' Compensation/IOD** - An employee receiving temporary workers' compensation benefits (either IOD or the rate provided in Division IV of the California Labor Code) who meets the eligibility requirements in III.A. of this Article shall automatically be considered to be on family or medical leave, effective the first day of the employee's absence.
- J. Management has the right to request and verify the certification of a serious health condition by a health care provider for a leave under the provisions of this Article. Management shall allow the employee at least 15 calendar days to obtain the medical certification.
- K. Upon return from family or medical leave, an employee shall be returned to his/her original job or to an equivalent job.

## **V. Notice Requirements**

### **A. Employee**

When an employee requests family or medical leave, he/she must state the reason for the requested leave (e.g., childbirth, to care for an immediate family member with a serious health condition, etc.). When the necessity for a leave is foreseeable, the employee must provide at least 30 days notice. However, if the leave must begin in less than 30 days, the employee must provide as much advance notice as is practicable.

### **B. Management**

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

## **VI. Applicable Time Off**

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

## **A. Childbirth (Mother)**

1. Accrued sick leave (100% and 75%), vacation, or non-FLSA compensatory time off for the entire period of disability that a health care provider certifies is necessary (including prenatal care or the mother's inability to work prior to the birth), may be taken at the employee's discretion.
2. For the non-disability portion of childbirth leave (before delivery or after ("bonding")), accrued vacation or non-FLSA compensatory time off available at the start of the leave shall be used prior to the use of time under 3, 4, and 5 below.
3. Accrued 100% sick leave. The use of sick leave under this subsection is at the employee's discretion.
4. Accrued 75% sick leave, following use of all 100% sick leave. The use of sick leave under this subsection is at the employee's discretion.
5. Unpaid leave.
6. Accrued non-FLSA compensatory time off may be used at the employee's discretion in accordance with Nos. 1 and 2 above. However, such non-FLSA compensatory time off shall be counted against the employee's four-month (nine (9) pay period) family or medical leave entitlement.

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

1. Annual family illness sick leave up to twelve (12) days may be used at the employee's discretion. Such leave may be taken before or after the vacation or non-FLSA compensatory time off described respectively in 2 and 6 below.
2. Accrued vacation available at the start of the leave shall be taken prior to the use of time under 3, 4, and 5 below.
3. Accrued 100% sick leave. The use of sick leave under this subsection is at the employee's discretion.
4. Accrued 75% sick leave, following use of all 100% sick leave. The use of sick leave under this subsection is at the employee's discretion.
5. Unpaid leave.
6. Accrued non-FLSA compensatory time off may be used at the employee's discretion in accordance with No. 1 above. However, such non-FLSA compensatory time off shall be counted against the employee's four-month (nine (9) pay period) family or medical leave entitlement.



### **C. Personal Medical Leave**

1. Accrued 100% sick leave may be used at the employee's discretion. Such leave may be taken before or after the vacation or non-FLSA compensatory time off described respectively in Nos. 3 and 5 below.
2. Accrued 75% sick leave may be used following use of all 100% sick leave at the employee's discretion. Such leave may be taken before or after the time described in No. 3 below.
3. Accrued vacation time or non-FLSA compensatory time off.
4. Unpaid leave.
5. Accrued non-FLSA compensatory time off may be used at the employee's discretion in accordance with Nos. 1 and 3 above. However, such non-FLSA compensatory time off shall be counted against the employee's four-month (nine (9) pay period) family or medical leave entitlement.

### **VII. Sick Leave Rate of Pay**

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

### **VIII. Monitoring**

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

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

## **ARTICLE 13            RETIREMENT BENEFITS**

### **A. Benefits**

For employees hired prior to January 1, 1983, retirement benefits including the Beta Retirement Formula and subsidies of: 1) one-half the employees' retirement contribution rates, and, 2) an additional two percent (2%) of compensation earnable after the one-half subsidy, shall be continued during the term of this MOU. For employees hired January 1, 1983, and thereafter, the Beta Retirement Formula and a flat-rated employee retirement contribution of six percent (6%) shall be continued.

## **B. Procedure for Benefits Modifications**

Proposals for major retirement benefit modifications will be negotiated in joint meetings with the certified employee organizations whose memberships will be directly affected. Agreements reached between Management and organizations whereby a majority of the members in the Los Angeles City Employees' Retirement System are affected shall be recommended to the City Council by the City Administrative Officer as affecting the membership of all employees in the Los Angeles City Employees' Retirement System. Such modifications need not be included in the MOU in order to be considered appropriately negotiated.

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

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

## **ARTICLE 14**            **SICK LEAVE BENEFITS**

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

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

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

## **ARTICLE 15**            **PERSONNEL FOLDERS**

An employee shall be entitled to review the contents of his/her official departmental personnel folder at reasonable intervals, upon request, during the hours when his/her personnel office is normally open for business. Management will continue its present practice with regard to providing employees with a copy of materials in the departmental personnel folder.

The employee may authorize an Association staff representative to inspect the departmental folder, upon written consent of the employee. The written consent must be presented in person by the employee to the personnel office. The time to review the folder must be arranged by the staff representative. The staff representative may not remove or have a copy of any document in the folder. The employee or staff representative's review of the personnel folder shall not interfere with the normal business of the department.

No evaluatory or disciplinary document may be placed in an employee's personnel folder without his/her review and a copy of the document presented to the employee for his/her records. The employee shall acknowledge that he/she has reviewed and received a copy of the document by signing it, with the understanding that such signature does not necessarily indicate agreement with its contents. The employee shall have the right to respond in writing to any material placed in his/her personnel folder. This provision shall not apply to documents placed in said folder prior to July 1, 1980.

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

Pursuant to the above paragraph, those documents, either removed from the personnel file or sealed, shall be available upon subpoena or other appropriate legal request.

## **ARTICLE 16**      **HOLIDAYS**

A. The following days shall be treated as holidays:

1. New Year's Day
2. Martin Luther King's Birthday (the third Monday in January)
3. Presidents' Day (the third Monday in February)
4. Cesar E. Chavez' Birthday (the last Monday in March)
5. Memorial Day (the last Monday in May)
6. Independence Day (July 4)
7. Labor Day (the first Monday in September)
8. Columbus Day (the second Monday in October)
9. Veteran's Day
10. Thanksgiving Day (the fourth Thursday in November)
11. The Friday after Thanksgiving Day
12. Christmas Day
13. Any day or portion thereof declared to be a holiday by proclamation of the Mayor, and the concurrence of the City Council by resolution.
14. One unspecified holiday.

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

- C. When any holiday from 1 through 12 above falls on a Saturday, it shall be observed on the preceding Friday.
- D. Any holiday declared by proclamation of the Mayor shall not be deemed to advance the last scheduled working day before a holiday for purposes of computing any additional time off.
- E. The unspecified holiday shall be taken in accordance with the following requirements:
  - 1. The holiday must be taken in one full normal working day increment of eight (8) hours during the calendar year in which it is credited or it will be forfeited. The request for such time off, if timely submitted by the employee, will be promptly approved by Management subject to the operating needs of the office. If an unforeseen operating requirement prevents the employee from taking such previously-approved holiday, Management shall reschedule the holiday so that it can be taken on some other mutually satisfactory date within the calendar year.
  - 2. Any break in service (i.e., resignation, discharge, retirement, suspension) prior to taking the holiday shall forfeit any right thereto.
  - 3. The holiday shall not be utilized to extend the date of any layoff.
  - 4. No employee shall be entitled to an unspecified holiday until he/she has completed six months of satisfactory service.
  - 5. Only full-time employees shall be entitled to the unspecified holiday.
  - 6. No employee shall receive more than one unspecified holiday each calendar year. Thus, (a) an employee transferring from the Department of Water and Power (DWP) to any other City department, office, or bureau will not receive an unspecified holiday after taking such holiday prior to leaving DWP, and (b) employees who resign or are terminated and then rehired during the same calendar year, will not receive an additional unspecified holiday when rehired.

## **ARTICLE 17            VACATIONS**

### **Section I – Vacation Accrual**

Notwithstanding the provisions of Section 4.245 of the Los Angeles Administrative Code (LAAC), effective upon the operative date of the implementing Ordinance, each employee in this unit who has completed his/her qualifying year on or after that date shall be entitled to the following number of vacation days with full pay, based on the number of years of City service completed, accrued and credited at the rates indicated, subject to deductions for absences as provided in Section 4.244 of the LAAC:

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

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

Unit members called into active military service (other than temporary military service) shall, following their qualifying year of service for vacation, continue to accrue vacation during their military service, subject to the same maximum accrual requirements as active City employees. To avoid reaching maximum accrual during an extended leave, employees may request cash payment of accrued, but unused vacation time as of the date of the commencement of their military leave. Such request may be for all accrued time or a portion of their accrued time. The request for any cash payment must be made prior to the employee's first day of this/her leave of absence. Military orders or other evidence of call-up into the armed forces of the United States must be submitted with the request.

**ARTICLE 18      BEREAVEMENT LEAVE**

An employee who is absent from work by reason of the death of a member of his/her immediate family shall, upon the approval of the appointing authority or the agent thereof designated to determine such matters, be allowed a leave of absence with full pay for a maximum of three working days for each occurrence of a death in the employee's immediate family. Such employees shall furnish a death certificate or other satisfactory proof of the death to justify the absence. "Immediate family" shall include, father, father-in-law, mother, mother-in-law, brother, sister, spouse, child, grandfather, grandmother, stepparents, stepchildren, grandchildren, any relative who resided in the employee's household, the domestic partner of an employee, and the following relatives of the domestic partner: mother, father, child, grandchild. For the purpose of this Article, simultaneous, multiple family deaths will be considered as one occurrence.

Any employee claiming a domestic partner for purposes of this Article shall complete a confidential affidavit to be filed in the Employee Benefits Office, Personnel Department, which shall be signed by the City employee only, declaring the existence of a domestic partnership with a named domestic partner. By extending to an employee the specific benefits defined by this Article, the City does not intend to confer or imply any other unspecified benefits to such employee, or to the employee's domestic partner, or to any other person.

**ARTICLE 19**            **LEAVES OF ABSENCE**

**A. Military Leave**

Every employee who qualifies for and is granted military leave, whether temporary or otherwise, pursuant to the provisions of the Military and Veterans Code of the State of California shall, before being paid salary or compensation during such leave, or any part thereof, as provided in said Code, furnish to the City Attorney two certified copies of his/her orders, or in lieu thereof, shall furnish to the City Attorney upon forms provided by the Controller certified evidence of entry into active service in the armed forces of the United States and the date thereof. Any certification required by this section may be made by any commissioned officer of such armed forces. The Controller shall have power at any time to require such additional evidence as is satisfactory to him/her of the entry of such employee into active service in such armed forces and of the actual performance by such employee of ordered military duty during all or any part of such leave.

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

**B. Religious Observance**

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

**C. Jury Service**

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

**D. Civic Duty**

Any employee who is served with a subpoena by a court of competent jurisdiction or an administrative body to appear as a witness during his or her scheduled working period, unless he or she is a party to the litigation or a expert witness, shall receive his or her regular salary. Provided, however, that any witness fees received by the employee who receives regular salary pursuant to these provisions, except those fees received for services performed on a regular day off or holiday, shall be paid to the City and deposited in the General Fund. The absence of any employee for the purpose of serving as a witness during his or her scheduled working period shall be deemed an authorized absence with pay. Any money received as compensation for mileage is not to be considered as a part of the employee's pay for these purposes.

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

**E. Other Leaves of Absence**

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

Employees may submit a request for a leave of absence to the City Attorney. Leaves will not be approved which exceed six months. A six-month leave of absence can be extended, however, in increments of up to six months at a time at the sole discretion of the City Attorney.

A leave except where required by law must not interfere or conflict with the work of the department. The length of service and quality of performance of the employee must merit such leave. All requests for "Personal Reasons" must be explained.

The final decision to grant or deny a leave rests with the City Attorney. All such leaves are without pay.

Management's present practices with regard to this leave will be continued during the term of this Memorandum of Understanding.

For Family and Medical Leave, see Article 12.

**ARTICLE 20.1      GRIEVANCE PROCEDURES**

The following procedure shall apply to all grievances filed during the time period of July 1, 2007 through December 31, 2007:

**Section I - Definition**

A grievance is defined as any dispute concerning the interpretation or application of a written Memorandum of Understanding or departmental rules and regulations governing

personnel practices or working conditions applicable to employees covered by this Memorandum of Understanding. An impasse in meeting and conferring upon the terms of a proposed Memorandum of Understanding is not a grievance.

## **Section II - Responsibilities and Rights**

- a. Nothing in this grievance procedure shall be construed to apply to matters for which an administrative remedy is provided by the City Charter. 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 may elect to pursue the matter under either the grievance procedure herein provided, or by action before the Employee Relations Board. The employee's election of either procedure shall constitute a binding election of the remedy chosen and a waiver of the alternative remedy.
- b. No grievant shall lose the right to process a grievance because of Management imposed limitations in scheduling meetings.
- c. The grievant has the responsibility to discuss the grievance informally with his/her immediate supervisor. The immediate supervisor will, upon request of a grievant, discuss the grievance with him/her at a mutually satisfactory time. The grievant may be represented by a representative of his/her choice in the informal discussion with the immediate supervisor and in all formal review levels.
- d. The time limits between steps of the grievance procedure provided herein may be extended by mutual agreement; or by mutual agreement, the grievant and Management may waive one level of review from this grievance procedure.
- e. Management shall notify the Association of any formal grievance filed that involves the interpretation and/or application of the provisions of this Memorandum of Understanding and a full-time Union Staff Representative shall have the right to be present and participate in the discussion at any formal grievance meeting concerning such a grievance. If the full-time Union Staff Representative elects to attend said grievance meeting, he/she shall inform the City Attorney's Management representative of his/her intention. The Union is to be notified of the resolution of all other formal grievances.

## **Section III - Procedure**

The grievance procedure for employees covered by this Memorandum of Understanding shall be as follows:

### **Step 1 - Informal Discussion**

The grievant shall discuss the grievance with the immediate supervisor on an informal basis in an effort to resolve the grievance and said grievance shall be considered waived if not so presented to the immediate supervisor within fourteen (14) calendar days following the day during which the event upon which the grievance is based occurred.



The immediate supervisor shall respond within ten (10) calendar days following his/her meeting with the grievant. Failure of the immediate supervisor to respond within such time limit shall entitle the grievant to process the grievance at the next step.

## **Step 2 - First Level of Review**

If the grievance is not settled at Step 1, the grievant may serve written notice of the grievance on a form provided by the City Attorney upon the person designated by the City Attorney to review the grievance at Step 2 within seven (7) calendar days of receipt of the grievance response at Step 1. The City Attorney shall, upon request of the grievant or grievant's chosen representative, forthwith identify the individual upon whom the written notice may be served. Failure of the grievant to serve such written notice shall constitute a waiver of the grievance.

If such written notice is served, said person shall meet with the grievant, and a written decision or statement of the facts and issues shall be rendered to the grievant and his/her representative, if any, within fifteen (15) calendar days from the date of service. Failure of Management to respond within such time limit shall entitle the grievant to process the grievance at the next level of review.

### Grievance Mediation (Optional)

If the written decision at Step 2 does not settle the grievance, within ten (10) calendar days of receipt of such response, or time limits, the grievant and the Association jointly may request mediation by letter to the City Attorney. This procedure is optional. Either the grievant/Association or Management may waive mediation and proceed to the next step in the grievance procedure. Within ten (10) calendar days of receipt of a request for mediation, the City Attorney shall either return the request without action or request that the Employee Relations Board appoint a mediator. The Employee Relations Board shall attempt to obtain the services of a mediator from the State Mediation and Conciliation Service. If a State mediator is unavailable, the Association and Management may jointly agree to a mediator selected by the parties. The fees, if any, of such mediator shall be shared equally by the Association and Management.

The primary effort of the mediator should be to assist the parties in settling the grievance in a mutually satisfactory fashion. The mediation procedure shall be informal. Court reporters shall not be allowed to be present, the rules of evidence shall not apply and no 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 as well as anything said by the parties during mediation shall not be used during any subsequent arbitration. Notwithstanding the above, and Section 4.865 of the Employee Relations Ordinance, the parties may, upon mutual agreement, agree to accept the opinion of the mediator as binding, in lieu of arbitration. Use of grievance mediation shall toll the time limits otherwise applicable in this Article.

### **Step 3 - Second Level of Review**

If the grievance is not settled at Step 2, the grievant may serve written notice of the grievance on said form upon the Chief Assistant of the appropriate branch or his/her designee within seven (7) calendar days of receipt of the Step 2 grievance response. Failure of the grievant to serve such written notice shall constitute a waiver of the grievance.

If such written notice is served, said person shall meet with the grievant, and a written decision or statement of the facts and issues shall be rendered to the grievant and his/her representative, if any, within fifteen (15) calendar days from the date of service. Failure of Management to respond within such time limit shall entitle the grievant to process his/her grievance at the next level of review.

### **Step 4 - City Attorney Review (Third Level of Review)**

If the grievance is not settled at Step 3, the grievant may serve written notice of the grievance on said form upon the City Attorney or his/her designee within seven (7) calendar days following receipt of the grievance response at Step 3. Failure of the grievant to serve such notice shall constitute a waiver of the grievance. If such notice is served, the grievance shall be heard by the City Attorney or his/her designee who will afford the parties an opportunity to present oral and/or written arguments on the merits of the grievance, and shall render to the grievant and his/her representative, if any, a written decision within thirty (30) calendar days from the date said arguments, oral and/or written, were submitted or waived by grievant.

### **Step 5 - Arbitration**

If the written decision at Step 4 does not settle the grievance, the grievant and the Association jointly may serve upon the City Attorney, a written notice that a written request for arbitration is being filed with the Employee Relations Board. Such request must be filed with the Employee Relations Board within ten (10) calendar days following the date of service of the written decision of the City Attorney or his/her designee. Failure of the grievant and the Association jointly to serve such written request for arbitration with the Employee Relations Board within said period shall constitute a waiver of the grievance.

If such notice is served, the parties shall meet for the purpose of selecting an arbitrator from a list of seven arbitrators furnished by the Employee Relations Board, within seven (7) calendar days following receipt of said list.

- 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 grievant shall have the right to be represented by an attorney provided by the Union, or by any attorney privately retained by the

grievant, at all stages of Step 5. 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 attorneys, fees for witnesses, transcripts, and similar costs incurred by the parties during such arbitration, will be the responsibility of the 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 a grievance hereunder shall not add to, subtract from, or otherwise modify the terms and conditions of this Memorandum of Understanding.

## **ARTICLE 20.2      GRIEVANCE PROCEDURE**

The following procedure shall apply to all grievances filed on or after January 1, 2008:

### **STATEMENT OF INTENT**

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

### **DEFINITION**

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

- 1. An impasse in meeting and conferring upon the terms of a proposed Memorandum of Understanding.
- 2. Any matter for which an administrative remedy is provided before the Civil Service Commission.
- 3. Any issue that the parties agree to refer to another administrative resolution process.

### **GENERAL PROVISIONS**

#### **A. BINDING ELECTION OF PROCEDURE**

Where a matter within the scope of this grievance procedure is alleged to be both a grievance and an unfair labor practice under the jurisdiction of the Employee Relations

Board, the employee must elect to pursue the matter under either the grievance procedure herein provided, or by action before the Employee Relations Board. The employee's election of either procedure shall constitute a binding election of the procedure chosen and a waiver of the alternate procedure.

#### B. GRIEVANCE PROCESS RIGHTS

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

#### C. TIME, TIME LIMITS AND WAIVERS

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

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

#### D. MEDIATION

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

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

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

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

If mediation does not resolve the issue, the grievant has ten (10) business days to file an appeal to the next level in the procedure.

## E. EXPEDITED ISSUES

To resolve issues at the appropriate level, the following issues will be automatically waived to the City Attorney level of the grievance process.

- Suspensions without pay
- Allegations of failure to accommodate medical restrictions
- Allegations of retaliation
- Whistleblower complaints

Additional issues may be waived to the City Attorney level upon mutual agreement of the Union and Management.

## GRIEVANCE PROCESS

### STEP 1 ISSUE IDENTIFICATION AND INFORMAL DISCUSSION

The employee shall discuss the issue with the immediate supervisor on an informal basis to identify and attempt resolution of the employee's issue within ten (10) business days following the day the issue arose. The employee shall have the affirmative responsibility to inform the supervisor that the issue is being raised pursuant to this grievance procedure.

The immediate supervisor shall meet with the employee, secure clarification of the issue, consider the employee's proposed solution, and discuss possible alternative solutions and/or other administrative remedies. The immediate supervisor shall inform the department's personnel office, and the personnel director shall inform the Union of the grievance. The immediate supervisor shall respond verbally within ten (10) business days following the meeting with the employee. Failure of the supervisor to respond within the time limit shall entitle the employee to process the issue to the next step.

### STEP 2

If the issue is not resolved at Step 1, or jointly referred to another administrative procedure for resolution, the employee may, within ten (10) business days of receiving the response from the immediate supervisor, serve a grievance initiation form with the immediate supervisor (or another member of management if the immediate supervisor is not available within the ten day filing period), who will accept it on behalf of management and immediately forward it to the next level manager above the immediate supervisor who is not in the same bargaining unit as the employee.

The manager, or appropriate designee, shall meet with the employee within ten (10) business days of the date of service of the grievance form at this Step to discuss the facts and solicit information on possible solutions or other appropriate administrative procedures. The manager will provide a written response to the employee within ten (10) business days of meeting with the employee. Failure of management to respond within the time limit shall entitle the grievant to process the grievance to the next step.

### STEP 3

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

### STEP 4      ARBITRATION

If the written response at Step 3, or mediation, does not settle the grievance, or Management fails to provide a written response within 30 business days of the Step 3 meeting, the Union may elect to serve a written request for arbitration with the Employee Relations Board. A copy of this notice shall be served upon the department's personnel officer. The request for arbitration must be filed with the Employee Relations Board within twenty (20) business days following (a) the date of service of the written response of the City Attorney or the designee, or (b) the last day of the response period provided for in Step 3 or 3A. Failure of the Union to serve a written request for arbitration with the Employee Relations Board within said period shall constitute a waiver of the grievance.

If such written notice is served, the parties shall jointly select an arbitrator from a list of seven arbitrators furnished by the Employee Relations Board, within ten (10) business days following receipt of said list. Failure of the Union to notify the Employee Relations Board of the selected arbitrator within 60 business days of receipt of said list shall constitute a waiver of the grievance.

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

### **PROCEDURE FOR GRIEVANCES AFFECTING A GROUP OF EMPLOYEES**

The Union may elect to file a grievance on behalf of two or more employees. The facts and issues of the grievance must be the same.

## PROCEDURE:

### STEP 1

The Union shall file the grievance in writing with the City Attorney, or designee, of the affected department within twenty (20) business days following the day the issue arose. To the extent possible, the filing shall include the issue of the grievance, proposed solution(s), the names of the employees impacted by the issue, and the specific facts pertaining to each grievant. All employees participating in the grievance must waive their respective rights to file an individual grievance on the same issue by completing an individual grievance waiver form prior to the meeting with the City Attorney.

The City Attorney, or designee, shall provide written notification to the Employee Relations Division of the Office of the City Administrative Officer (CAO) of the receipt of the grievance. The City Attorney, or designee, shall meet with the Union within twenty (20) business days of receipt of the grievance to review the facts, solicit information on the proposed solution(s), or consider other appropriate administrative procedures. The City Attorney, or designee, may include Office managers who have knowledge of the grievance issues and/or representatives from the CAO's Employee Relations Division in the meeting with the union. The City Attorney, or designee, shall prepare a written response within twenty (20) business days of the meeting.

### STEP 2

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

## **ARTICLE 21**            **GRIEVANCE REPRESENTATION**

The Association may designate a reasonable number of grievance representatives who must be members of the Unit, and shall provide the City Attorney's Office with a written list of employees who have been so designated. Management will quarterly accept changes to the list presented by the Association. A grievance representative, if so requested, may represent a grievant in the presenting of grievances at all levels of the grievance procedure. The grievant and the representative may have a reasonable amount of paid time off for this purpose. However, the grievant representative will receive paid time off only if he/she is the representative of record; is a member of the same bargaining unit and Union as the grievant; and is employed within a reasonable distance from the work location of the grievant.

The grievant may be represented by any privately retained attorney at all stages of Steps 2, 3, and 4 of the Grievance Procedure contained in Article 20.

If a grievance representative must leave his/her work location to represent a grievant, he/she shall first obtain permission from his/her supervisor on a form provided for such purpose. Permission to leave will be granted unless such absence would cause an undue interruption of work. If such permission cannot be granted promptly, the grievance representative will be informed when time can be made available. Such time will not be more than forty-eight (48) hours, excluding scheduled days off and/or legal holidays, after

the time of the grievance representative's request unless otherwise mutually agreed to. Denial of permission to leave at the time requested will automatically constitute an extension of time limits provided in grievance procedure herein, equal to the amount of the delay.

Time spent on grievances outside of regular working hours of the employee and/or his/her representative shall not be counted as work time for any purpose. Whenever a grievance is to be presented during the working hours of the grievant and/or his/her representative, only that amount of time necessary to bring about a prompt disposition of the grievance will be allowed.

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

## **ARTICLE 22**      **AGENCY SHOP**

The following agency shop provisions shall apply to employees in classifications listed in the Salary Appendix herein.

### **A. DUES/FEES**

- 1.a. Each employee in this unit (who is not on a leave of absence) shall, as a condition of continued employment, become a member of the certified representative of this unit, or pay the Association a service fee in an amount not to exceed periodic dues and general assessments of the Association for the term of this MOU. Such amounts shall be determined by the Association and implemented by Management in the first payroll period which starts 30 days after written notice of the new amount is received by the Controller.
- b. Notwithstanding any provisions of Article 2, Section 4.203 of the LAAC 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 Association 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.
2. The CAO and the Association shall jointly notify all members of the representation unit that they are required to pay dues or a service fee as a condition of continued employment and that such amounts will be automatically deducted from their paychecks. The religious exclusion will also be explained. The cost of this communication and the responsibility for its distribution shall be borne by Management.

### **B. EXCEPTIONS**

#### **1. Management, Supervisory or Confidential Employees**

The provisions of this article shall not apply to management, confidential, or supervisory employees.



a. Management and confidential employees shall be as defined in Section 4.801 and designated in accordance with Section 4.830d of the Los Angeles Administrative Code.

b. Supervisory employees shall be defined as follows:

"Supervisory employee" means any individual, regardless of the job description or title, having authority, in the interest of the employer, to hire, transfer, suspend, lay off, recall, promote, discharge, assign, reward, or discipline other employees, or responsibility to direct them, or to adjust their grievances, or effectively to recommend such action, if, in connection with the foregoing, the exercise of such authority is not of a merely routine or clerical nature, but requires the use of independent judgment. Employees whose duties are substantially similar to those of their subordinates shall not be considered to be supervisory employees.

Management shall designate supervisory employees. Said designation or claim shall be reviewed jointly by Management and the Union. Any dispute shall be referred to the Employee Relations Board for resolution.

## **2. Religious Objections**

Any employee who is a member of a bonafide religion, body, or sect which has historically held conscientious objections to joining or financially supporting public employee organizations shall not be required to join or financially support the organization. Such employee shall, in lieu of periodic dues or agency shop fees, pay sums equal to said amounts to a non-religious, non-labor charitable fund exempt from taxation under Section 501(c)(3) of the Internal Revenue Code, which has been selected by the employee from a list of such funds designated by the parties hereto in a separate agreement.

Such payments shall be made by payroll deduction as a condition of continued exemption from the requirements of financial support to the Union and as a condition of continued employment.

## **C. MANAGEMENT RESPONSIBILITIES**

1. The Controller shall cause the amount of the dues or service fee to be deducted from twenty-four (24) biweekly payroll checks of each employee in this unit as specified by Union under the terms contained herein. "Dues", as distinct from "service fee", shall be the result of voluntary consent in the form of a payroll deduction card signed by the individual employee.

a. Remittance of the aggregate amount of all dues, fees, and other proper deductions made from the salaries of employees hereunder shall be made to the Association by the Controller within thirty (30) working days after the conclusion of the month in which said dues, fees and/or deductions were deducted.

- b. A fee of nine cents (\$.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.
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 representation unit, within sixty (60) calendar days of such reassignment or transfer. Such deduction shall be a condition of continued employment.
3. Management will provide the Union with the name, home address, and employee number of each permanent employee.
4. The Controller shall notify the organization within sixty (60) calendar days of any employee who, because of a change in employment status, is no longer a member of the representation unit or subject to the provisions of this article.

**D. ASSOCIATION RESPONSIBILITIES**

1. The Association shall keep an adequate itemized record of its financial transactions and shall make available annually to the City Clerk, and to all unit employees, within sixty (60) calendar days after the end of its fiscal year, a detailed written financial report thereof in the form of a balance sheet and an operating statement, certified as to its accuracy by its president and the treasurer or corresponding principal officer, or by a certified public accountant.
2. The Association certifies to the City that it has adopted, implemented and will maintain constitutionally acceptable procedures to enable non-member agency shop service fee payers to meaningfully challenge the propriety of the uses to which service funds are put.

These procedures shall be in accordance with the decision of the United States Supreme Court in Chicago Teachers Union, Local No. 1, AFT, AFL-CIO, et al. v. Hudson, 106 S. Ct. 1066 (1986).

3. The Association agrees to indemnify and hold harmless the City for any loss or damage arising from the operation of this article. It is also 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 Controller within thirty (30) calendar days after the date such deductions were or should have been made.

**E. RESCISSION**

The agency shop provisions herein may be rescinded in accordance with the procedures contained in Rule 12 of the Employee Relations Board adopted January 11, 1982.

In the event that this Article is overturned by the employees in the representation unit, all other Articles of the MOU shall remain in full force and the prior agreement,

rules, regulations, and past practices relating to organizational dues deductions authorizations shall be reinstated until a successor MOU or amendment shall have been approved.

**ARTICLE 23**            **WORK ACCESS**

An Association or Union staff representative shall have access to the facilities of the Office of the City Attorney during working hours for the purpose of assisting employees covered under the Memorandum of Understanding in the presenting of grievances, in investigating complaints about working conditions or in investigating matters arising out of the application of the provisions of this Memorandum of Understanding. Said representative shall request authorization for such visit by contacting the designated representative of the City Attorney. In the event immediate access cannot be authorized, the designated representative shall inform the Union staff representative as to the time when access can be granted.

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

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

**ARTICLE 24**            **BULLETIN BOARDS**

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

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

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

Management may remove any and all Association notices or other communications that do not conform with the above provisions of this Article. If Management removes a notice or other communication, Management will immediately notify the Association and meet with the Association within 24 hours after removal to discuss the propriety of the notice or other communication in question, if the Association believes said removal is an unwarranted action.

**ARTICLE 25**            **OBLIGATION TO SUPPORT**

The parties agree that prior to the implementation of this Memorandum of Understanding and during the period of time it is being considered by the Mayor, City Council, Council Committees and the City Attorney for action, neither the Association nor Management, nor their authorized representatives, will appear before the Mayor, City Council, Council Committees or City Attorney, nor meet with the Mayor, members of the City Council or said department heads, individually to advocate any addition or deletion to the terms and conditions of this Memorandum of Understanding. However, this Article shall not preclude the parties from appearing before the Mayor, City Council, Council Committee or City Attorney, nor meeting with individual members of the City Council or department heads to advocate or urge the adoption and approval of this Memorandum of Understanding.

**ARTICLE 26**            **FULL UNDERSTANDING**

Management and the Association acknowledge that during the meet and confer process, each had the unlimited right and the opportunity to make demands and proposals on any subject within the scope of representation and that this Memorandum of Understanding constitutes the full and entire understanding of the parties regarding all such demands and proposals. The parties mutually understand that any prior or existing understandings or agreements by the parties, whether formal or informal, are hereby superseded or terminated.

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

It is mutually understood that any changes mutually agreed to shall not be binding upon the parties unless and until they have been implemented in accordance with Article 2.

The waiver or breach of any term or condition of this Memorandum of Understanding by any party hereto, shall not constitute a precedent in the future enforcement of any of its terms and provisions.

**ARTICLE 27**            **AUTHORIZED AGENTS**

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

- A. Address:            The Los Angeles City Attorneys Association  
                              c/o SEIU, Local 721  
                              1015 Wilshire Boulevard  
                              Los Angeles, California 90017  
Telephone:            (213) 482-6660

- B. Management's principal authorized agents shall be the City Administrative Officer or his duly authorized representative, and the City Attorney of his duly authorized representative.

1. Address: City Administrative Officer  
Employee Relations Division  
Room 1200, City Hall East  
Los Angeles, California 90012

Telephone: (213) 978-7676

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

Telephone: (213) 978-8366

## **ARTICLE 28**      **PROVISIONS OF LAW AND SEPARABILITY**

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

## **ARTICLE 29**      **INTRA-DEPARTMENTAL REASSIGNMENT OPPORTUNITIES**

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

Employees may submit written requests that they be automatically considered for reassignment to specific assignments, sections or divisions within the Office of the City Attorney whenever a reassignment opportunity exists. Management need not select employees who have requested reassignment. However, Management will consider all reassignment requests on file for the positions involved prior to making its decision.

No grievance representative, officer or member of the Board of Directors of this Association shall be transferred for performing legitimate Union activities.

The Los Angeles City Attorneys Association (LACAA) acknowledges that the Office of the City Attorney has a managerial right to assign attorneys to its various operating units. The Office acknowledges that it will not exercise this right for arbitrary, capricious or discriminatory reasons. LACAA and the Office further agree that the principals established in the *Horowitz* arbitration award (ARB 499) may be applicable to any exercise of this right for allegedly disciplinary reasons.

In the event that the Office of the City Attorney determines that it needs to transfer involuntarily an attorney who is a member of this Unit, it will provide advance notice to the affected attorney and the LACAA. Upon request of the attorney or the LACAA, the Office agrees to discuss the reasons for the proposed transfer and to engage in a good faith exploration of any reasonable alternatives. Following any such discussions, the Office may

implement the transfer or take other alternative action. The participation by the LACAA or the affected attorney in such discussion shall not be construed as a waiver of any right by the affected attorney to file a grievance or seek other remedies.

**ARTICLE 30**            **EMPLOYEE BENEFITS INFORMATION**

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

**ARTICLE 31**            **PROFESSIONAL BAR DUES/FEEES**

**California State Bar Dues**

The City shall make advance payment to the State Bar of California for the required dues, other than the penalty assessments, for every employee in the classifications listed in Appendix A on January 15 of each calendar year. Attached to the advance payment shall be a statement to the Controller that substantiation will follow within 30 days. Within 30 days after payment by the City for the required dues, the Office of the City Attorney shall submit such documentation as determined by the City Controller to substantiate the advance payment.

Persons entitled to defrayal of State Bar dues shall present to the City Attorney's Office the statement received from the State Bar prior to each January 15. Late submittal may be deemed a waiver by the attorney to have the City pay his/her Bar dues for that particular year.

**Los Angeles County Bar or California State Bar Specialized Section Dues**

Management will reimburse each employee up to a maximum amount of \$80.00 each fiscal year toward the cost of membership dues in the Los Angeles County Bar Association and/or toward the cost of belonging to a specialized section of the State Bar of California. Failure to submit a claim for reimbursement by June 1 of each fiscal year will be deemed a waiver by the employee to receive reimbursement for that fiscal year.

**Federal Court Fees**

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

**ARTICLE 32**            **USE OF CITY FACILITIES**

City facilities may be used with the prior approval of Management for the purpose of holding meetings, if such facilities can be made available without disrupting the normal operations of the departments, offices, or bureaus affected. Participating employees will attend such meetings on their own time. The Association will pay such usual and customary fee(s) and/or other charges as are required by the City. Such charges normally cover rental, special set-ups, cleanups, and security services.

**ARTICLE 33**            **MILEAGE**

When an employee is authorized to use his/her own vehicle, pursuant to Division 4, Chapter 5, Article 2 of the Los Angeles Administrative Code, in the performance of his/her duties, such employee shall be reimbursed for his/her transportation expenses at the rate of forty-eight and one-half cents (48.5¢) (effective January 1, 2007) for each mile traveled in any biweekly pay period.

Effective January 1, 2008, the reimbursement rate shall be fifty and one half cents (50.5¢) for each mile traveled in any biweekly pay period.

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

**ARTICLE 34**            **ASSOCIATION RELEASE TIME**

The Association will submit a list of Board members and designated grievance representatives of the Los Angeles City Attorneys Association who may be given release time from their normal duties, without loss of pay or benefits, to represent Association members in grievance proceedings (which shall not include time spent on grievance preparation) as specified in Article 21, Unfair Fair Labor practice charges, arbitration proceedings, and to meet and confer with City management representatives on matters within the scope of representation, as specified in the Employee Relations Ordinance, Section 4.845 of the LAAC.

Said representatives shall be made known to Management on a yearly basis.

The designated representative shall not leave his or her work area to conduct such business without first notifying his or her supervisor, and without ensuring that his or her absence will not adversely affect the ongoing business of the City Attorney's Office.

**ARTICLE 35**            **CITY-ASSOCIATION RELATIONSHIP**

In consideration of the mutual desire of the parties to promote and ensure harmonious relations, the City agrees that there shall be no lockout or the equivalent of members of the Association, and the Association and its members agree that there shall be no strike, slowdown, or other concerted action resulting in the withholding of service by the members during the term of this MOU. Should such a strike, slowdown, or concerted action by Union members occur, the Association shall immediately instruct its members to return to work. It is mutually understood and agreed that the City has the right to take disciplinary action, including discharge, against any employee who participates in any manner in any strike or slowdown, picketing on any paid City time in support of a strike, or other concerted action resulting in the withholding of service by the members during the term of this MOU. The curtailing of operations by the City in whole or part for operational or economic reasons shall not be construed as a lockout.

The provisions of this Article shall not detract in any way from any restrictions imposed by law on strikes and other types of work stoppages by public employees.

The provisions of this Article shall expire at 12:01 a.m. on July 1, 2012.

**ARTICLE 36**            **WORKERS' COMPENSATION**

The City shall provide Workers' Compensation benefits in accordance with Section 4.104 of the Los Angeles Administrative Code, except that salary continuation payments during absences for temporary disability conditions shall be in an amount equal to the employee's regular biweekly, take-home pay at the time of incurring the disability condition. For purposes of this Article, take-home pay shall be defined as an employee's biweekly gross salary rate less the mandatory deduction for Federal and State income tax withholding and employee retirement contributions. The employee will be able to make adjustments in his/her voluntary deductions while on temporary disability leave but will not be able to change the amount normally deducted for State and Federal income taxes, unless the employee has changed those deductions to those which he/she is legally entitled to take within ten (10) days of the commencement of any disability leave, or within ten (10) days of any change in dependents. This Article shall not affect employees who are receiving Workers' Compensation pay in accordance with Section 4.104 of the Los Angeles Administrative Code prior to August 16, 1995.

**ARTICLE 37**            **LIFE INSURANCE**

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

**ARTICLE 38**            **CONTRACTING OUT**

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



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

Los Angeles City Attorneys  
Association Representatives

Shelley Smith  
Shelley Smith, President  
Los Angeles City Attorneys Association

Date: 12/10/07

Michael Duran  
Michael Duran, Vice President  
Los Angeles City Attorneys Association

Date: 12/10/07

Judith Reel  
Judith Reel, Secretary  
Los Angeles City Attorneys Association

Date: 12/10/07

Jule Bishop  
Jule Bishop, Treasurer  
Los Angeles City Attorneys Association

Date: 12/10/07

Garcelle Embry  
Garcelle Embry, Civil Director  
Los Angeles City Attorneys Association

Date: 12/10/07

City of Los Angeles, Authorized  
Management Representatives

Karen L. Simon  
CITY ADMINISTRATIVE OFFICER

Date: 12/10/07

Joseph Delgado  
CITY ATTORNEY

Date: 12-13-07

Approved as to form:

Greg S. Rossette

Date: 12/10/07

**APPENDIX A  
CITY ATTORNEY SALARIES - JULY 1, 2007**

<b>CODE</b>	<b>TITLE</b>		<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>	<b>E</b>	<b>F</b>	<b>G</b>
0550	Deputy City Attorney I	BW	\$ 2,516.00	\$ 2,731.20	\$ 3,070.40	\$ 3,359.20			
		YR	\$ 65,667.60	\$ 71,284.32	\$ 80,137.44	\$ 87,675.12			
0551	Deputy City Attorney II	BW	\$ 3,646.40	\$ 3,756.80	\$ 3,868.80	\$ 3,987.20	\$ 4,107.20	\$ 4,251.20	
		YR	\$ 95,171.04	\$ 98,052.48	\$ 100,975.68	\$ 104,065.92	\$ 107,197.92	\$ 110,956.32	
0552	Deputy City Attorney III	BW	\$ 4,325.60	\$ 4,456.80	\$ 4,591.20	\$ 4,728.80	\$ 4,869.60	\$ 5,016.00	\$ 5,166.40
		YR	\$ 112,898.16	\$ 116,322.48	\$ 119,830.32	\$ 123,421.68	\$ 127,096.56	\$ 130,917.60	\$ 134,843.04
0573	Deputy City Attorney IV	BW		\$ 5,114.40	\$ 5,263.20	\$ 5,424.00	\$ 5,584.80	\$ 5,751.20	\$ 5,922.40
		YR		\$ 133,485.84	\$ 137,369.52	\$ 141,566.40	\$ 145,763.28	\$ 150,106.32	\$ 154,574.64
0553	Assistant City Attorney	BW			\$ 5,779.20	\$ 5,952.80	\$ 6,128.80	\$ 6,312.80	\$ 6,503.20
		YR			\$ 150,837.12	\$ 155,368.08	\$ 159,961.68	\$ 164,764.08	\$ 169,733.52

**APPENDIX B  
CITY ATTORNEY SALARIES - JANUARY 1, 2008**

<b>CODE</b>	<b>TITLE</b>		<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>	<b>E</b>	<b>F</b>	<b>G</b>
0550	Deputy City Attorney I	BW	\$ 2,566.40	\$ 2,785.60	\$ 3,132.00	\$ 3,426.40			
		YR	\$ 66,983.04	\$ 72,704.16	\$ 81,745.20	\$ 89,429.04			
0551	Deputy City Attorney II	BW	\$ 3,719.20	\$ 3,832.00	\$ 3,946.40	\$ 4,067.20	\$ 4,189.60	\$ 4,336.00	
		YR	\$ 97,071.12	\$ 100,015.20	\$ 103,001.04	\$ 106,153.92	\$ 109,348.56	\$ 113,169.60	
0552	Deputy City Attorney III	BW	\$ 4,412.00	\$ 4,545.60	\$ 4,683.20	\$ 4,823.20	\$ 4,967.20	\$ 5,116.00	\$ 5,269.60
		YR	\$ 115,153.20	\$ 118,640.16	\$ 122,231.52	\$ 125,885.52	\$ 129,643.92	\$ 133,527.60	\$ 137,536.56
0573	Deputy City Attorney IV	BW		\$ 5,216.80	\$ 5,368.80	\$ 5,532.80	\$ 5,696.80	\$ 5,866.40	\$ 6,040.80
		YR		\$ 136,158.48	\$ 140,125.68	\$ 144,406.08	\$ 148,686.48	\$ 153,113.04	\$ 157,664.88
0553	Assistant City Attorney	BW			\$ 5,894.40	\$ 6,072.00	\$ 6,251.20	\$ 6,439.20	\$ 6,633.60
		YR			\$ 153,843.84	\$ 158,479.20	\$ 163,156.32	\$ 168,063.12	\$ 173,136.96

**APPENDIX C  
CITY ATTORNEY SALARIES - JULY 1, 2008**

<b>CODE</b>	<b>TITLE</b>		<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>	<b>E</b>	<b>F</b>	<b>G</b>
0550	Deputy City Attorney I	BW	\$ 2,643.20	\$ 2,868.80	\$ 3,225.60	\$ 3,528.80			
		YR	\$ 68,987.52	\$ 74,875.68	\$ 84,188.16	\$ 92,101.68			
0551	Deputy City Attorney II	BW	\$ 3,830.40	\$ 3,947.20	\$ 4,064.80	\$ 4,189.60	\$ 4,315.20	\$ 4,466.40	
		YR	\$ 99,973.44	\$ 103,021.92	\$ 106,091.28	\$ 109,348.56	\$ 112,626.72	\$ 116,573.04	
0552	Deputy City Attorney III	BW	\$ 4,544.00	\$ 4,681.60	\$ 4,824.00	\$ 4,968.00	\$ 5,116.00	\$ 5,269.60	\$ 5,428.00
		YR	\$ 118,598.40	\$ 122,189.76	\$ 125,906.40	\$ 129,664.80	\$ 133,527.60	\$ 137,536.56	\$ 141,670.80
0573	Deputy City Attorney IV	BW		\$ 5,373.60	\$ 5,529.60	\$ 5,698.40	\$ 5,868.00	\$ 6,042.40	\$ 6,222.40
		YR		\$ 140,250.96	\$ 144,322.56	\$ 148,728.24	\$ 153,154.80	\$ 157,706.64	\$ 162,404.64
0553	Assistant City Attorney	BW			\$ 6,071.20	\$ 6,254.40	\$ 6,438.40	\$ 6,632.00	\$ 6,832.80
		YR			\$ 158,458.32	\$ 163,239.84	\$ 168,042.24	\$ 173,095.20	\$ 178,336.08

**APPENDIX D  
CITY ATTORNEY SALARIES - JULY 1, 2009**

<b>CODE</b>	<b>TITLE</b>		<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>	<b>E</b>	<b>F</b>	<b>G</b>
0550	Deputy City Attorney I	BW	\$ 2,722.40	\$ 2,955.20	\$ 3,322.40	\$ 3,634.40			
		YR	\$ 71,054.64	\$ 77,130.72	\$ 86,714.64	\$ 94,857.84			
0551	Deputy City Attorney II	BW	\$ 3,945.60	\$ 4,065.60	\$ 4,186.40	\$ 4,315.20	\$ 4,444.80	\$ 4,600.00	
		YR	\$ 102,980.16	\$ 106,112.16	\$ 109,265.04	\$ 112,626.72	\$ 116,009.28	\$ 120,060.00	
0552	Deputy City Attorney III	BW	\$ 4,680.00	\$ 4,822.40	\$ 4,968.80	\$ 5,116.80	\$ 5,269.60	\$ 5,428.00	\$ 5,591.20
		YR	\$ 122,148.00	\$ 125,864.64	\$ 129,685.68	\$ 133,548.48	\$ 137,536.56	\$ 141,670.80	\$ 145,930.32
0573	Deputy City Attorney IV	BW		\$ 5,535.20	\$ 5,695.20	\$ 5,869.60	\$ 6,044.00	\$ 6,224.00	\$ 6,408.80
		YR		\$ 144,468.72	\$ 148,644.72	\$ 153,196.56	\$ 157,748.40	\$ 162,446.40	\$ 167,269.68
0553	Assistant City Attorney	BW			\$ 6,253.60	\$ 6,442.40	\$ 6,631.20	\$ 6,831.20	\$ 7,037.60
		YR			\$ 163,218.96	\$ 168,146.64	\$ 173,074.32	\$ 178,294.32	\$ 183,681.36

**APPENDIX E  
CITY ATTORNEY SALARIES - JULY 1, 2010**

<b>CODE</b>	<b>TITLE</b>		<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>	<b>E</b>	<b>F</b>	<b>G</b>
0550	Deputy City Attorney I	BW	\$ 2,784.00	\$ 3,021.60	\$ 3,396.80	\$ 3,716.00			
		YR	\$ 72,662.40	\$ 78,863.76	\$ 88,656.48	\$ 96,987.60			
0551	Deputy City Attorney II	BW	\$ 4,034.40	\$ 4,156.80	\$ 4,280.80	\$ 4,412.00	\$ 4,544.80	\$ 4,703.20	
		YR	\$ 105,297.84	\$ 108,492.48	\$ 111,728.88	\$ 115,153.20	\$ 118,619.28	\$ 122,753.52	
0552	Deputy City Attorney III	BW	\$ 4,785.60	\$ 4,931.20	\$ 5,080.80	\$ 5,232.00	\$ 5,388.00	\$ 5,536.00	\$ 5,688.00
		YR	\$ 124,904.16	\$ 128,704.32	\$ 132,608.88	\$ 136,555.20	\$ 140,626.80	\$ 144,489.60	\$ 148,456.80
0573	Deputy City Attorney IV	BW		\$ 5,660.00	\$ 5,823.20	\$ 6,001.60	\$ 6,180.00	\$ 6,349.60	\$ 6,524.00
		YR		\$ 147,726.00	\$ 151,985.52	\$ 156,641.76	\$ 161,298.00	\$ 165,724.56	\$ 170,276.40
0553	Assistant City Attorney	BW			\$ 6,394.40	\$ 6,587.20	\$ 6,780.80	\$ 6,967.20	\$ 7,158.40
		YR			\$ 166,893.84	\$ 171,925.92	\$ 176,978.88	\$ 181,843.92	\$ 186,834.24

**APPENDIX F  
CITY ATTORNEY SALARIES - JULY 1, 2011**

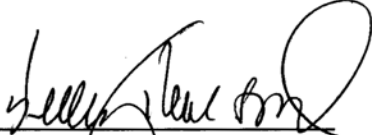
<b>CODE</b>	<b>TITLE</b>		<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>	<b>E</b>	<b>F</b>	<b>G</b>
0550	Deputy City Attorney I	BW	\$ 2,846.40	\$ 3,089.60	\$ 3,473.60	\$ 3,800.00			
		YR	\$ 74,291.04	\$ 80,638.56	\$ 90,660.96	\$ 99,180.00			
0551	Deputy City Attorney II	BW	\$ 4,124.80	\$ 4,250.40	\$ 4,376.80	\$ 4,511.20	\$ 4,647.20	\$ 4,808.80	
		YR	\$ 107,657.28	\$ 110,935.44	\$ 114,234.48	\$ 117,742.32	\$ 121,291.92	\$ 125,509.68	
0552	Deputy City Attorney III	BW	\$ 4,893.60	\$ 5,042.40	\$ 5,195.20	\$ 5,349.60	\$ 5,509.60	\$ 5,660.80	\$ 5,816.00
		YR	\$ 127,722.96	\$ 131,606.64	\$ 135,594.72	\$ 139,624.56	\$ 143,800.56	\$ 147,746.88	\$ 151,797.60
0573	Deputy City Attorney IV	BW		\$ 5,787.20	\$ 5,954.40	\$ 6,136.80	\$ 6,319.20	\$ 6,492.80	\$ 6,670.40
		YR		\$ 151,045.92	\$ 155,409.84	\$ 160,170.48	\$ 164,931.12	\$ 169,462.08	\$ 174,097.44
0553	Assistant City Attorney	BW			\$ 6,538.40	\$ 6,735.20	\$ 6,933.60	\$ 7,124.00	\$ 7,319.20
		YR			\$ 170,652.24	\$ 175,788.72	\$ 180,966.96	\$ 185,936.40	\$ 191,031.12

**LETTER OF INTENT  
City Attorneys Unit – MOU 29**


**Career Opportunities**

The Office of the City Attorney and the Los Angeles City Attorneys Association re-affirm their mutual interest in ensuring career opportunities within the Office. The parties intend to regularly review and assess career issues through the established monthly meeting process. Such issues include posting opportunities, budgetary resources, promotion and transfer procedures, and any other related topic. This letter is not intended to foreclose other topics of discussion during the monthly meeting process or other venues to address issues.

FOR THE UNION:

  
Shelley I. Smith, President  
Los Angeles City Attorneys Association  
3/2/05  
Date

FOR THE OFFICE OF THE  
CITY ATTORNEY:

  
Rockard J. Delgadillo  
City Attorney  
3-2-05  
Date

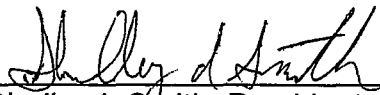


**LETTER OF INTENT  
City Attorneys Unit – MOU No. 29**

**Telecommuting**

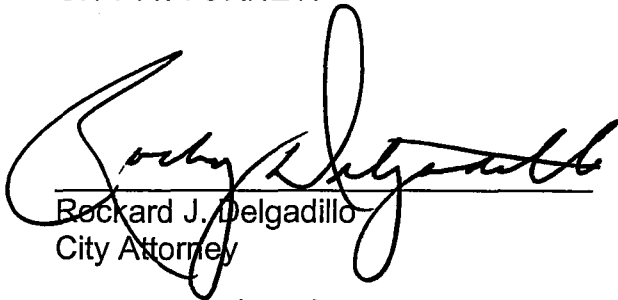
The Office of the City Attorney and the Los Angeles City Attorneys' Association affirm their mutual interest in exploring the feasibility of telecommuting and other remote access options. The parties intend to review these issues through the established monthly meeting process but may refer the matter to a special joint committee. This letter is not intended to foreclose other topics of discussion during the monthly meeting process or other venues to address issues.

FOR THE UNION:

  
\_\_\_\_\_  
Shelley I. Smith, President  
Los Angeles City Attorneys Association

12/10/07  
Date

FOR THE OFFICE OF THE  
CITY ATTORNEY:

  
\_\_\_\_\_  
Beckard J. Delgadillo  
City Attorney

12/13/07  
Date

**LETTER OF AGREEMENT**  
**2007-2012 MEMORANDUM OF UNDERSTANDING**  
**Mutual Commitment to LA's Future**

The City of Los Angeles and the Los Angeles City Attorneys Association have concluded negotiations for the Memoranda of Understanding effective July 1, 2007 through June 30, 2012. This is a historic contract because it was reached through the mutual gains process and addresses critical issues that both parties identified as key interests that had to be resolved during the term of this contract. In order to address those issues effectively, a five year contract was essential. However, the parties recognize that due to the extended term of the contract and the uncertainty both positive and negative of: the local economy, city revenue, revenue from state and federal budgets and adverse litigation, it is essential that both parties maintain the ability to address these uncertainties.

The first uncertainty faced by the parties is the potential adverse revenue implications of a negative ruling in the Telephone User Tax (TUT) litigation. In the event the TUT litigation ruling is unfavorable to the City of Los Angeles and an alternate replacement revenue source is not approved by the voters, the parties to this agreement will meet, using the mutual gains process, to identify the implications of the revenue loss, alternatives to address the revenue loss and viable solutions within the control of the parties.

To address future uncertainties, the parties agree to meet at a minimum every six months to review the City's overall revenue and expenditure forecasts. The revenue forecasts that shall be used as the baseline for this discussion shall be the City's initial Five-Year Budget Forecast for 2007-08 (contained in CF# 07-0600-S43 issued 8/9/07). If City revenue declines by 1% or more in the aggregate the parties will meet, using the mutual gains process, to identify the implications of the revenue loss, alternatives to address the loss and identify viable solutions within the control of the parties.

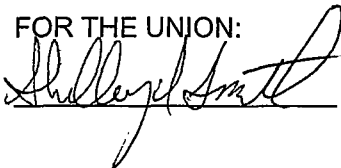
This letter of agreement does not confer the right to modify the terms and conditions of this MOU or to restrict the rights the parties have by law.

**Economic Reopener**

At the time the Controller closes the books on FY 2009-10, if the actual revenue collected for FY 2009-10 has increased by 3% over the revenue projection of 4.4% (as stated in the CAO's initial Five-Year Budget Forecast for 2007-08, issued 8/9/07), the parties will use the Mutual Gains process to discuss adjusting the 2.25% COLA upward effective 7/1/2010.

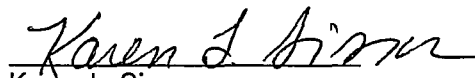
At the time the Controller closes the books on FY 2010-11, if the actual revenue collected for FY 2010-11 has increased by 3% over the revenue projection of 4.4% (as stated in the CAO's initial Five-Year Budget Forecast for 2007-08, issued 8/9/07), the parties will use the Mutual Gains process to discuss adjusting the 2.25% COLA upward effective 7/1/2011.

FOR THE UNION:



12/10/07  
Date

FOR THE CITY:



Karen L. Sisson  
City Administrative Officer

12/10/07  
Date

## GAINS SHARING JLMC

As part of the Mutual Gains process used to negotiate this agreement, the Coalition of City Unions and the City of Los Angeles agree that during the course of this contract, members of the Coalition will generate \$25 million in annual, ongoing, and verifiable savings or new operational revenue. Those savings generated by and vetted through the Gains Sharing Committee shall count towards the \$25 million target. One-time savings will be credited to the Gains Sharing JLMC. Savings towards the gains sharing goal for workers' compensation and health care costs will be credited for cost reductions below the trend line included in the CAO's First Financial Status Report (dated August 9, 2007, CF# 07-0600-S43).

The City and Coalition agree to create a Joint Labor-Management Committee on Gain Sharing. This Committee will meet regularly to consider, and as appropriate recommend to the City Council, (1) ideas and implementation strategies for improving City services, (2) new operational revenue, or (3) cost savings opportunities. The committee will jointly develop operating principles, objectives, benchmarks, and measures of effectiveness.

Parties agree that the \$25 million will serve as the basis for the flex dollars to be apportioned on 1/1/2012 as part of the general economic framework in Coalition MOUs.

Any funds generated through Gain Sharing in excess of \$25 million will be allocated as determined by the JLMC on Gain Sharing Committee, subject to approval by the City Council.

The Gains Sharing Committee will report semi-annually to the EERC on progress made on all cost savings. The table below provides goals for total annual, ongoing savings.

SAVINGS CATEGORY	FISCAL YEAR				
	2007-08	2008-09	2009-10	2010-11	2011-12
One-Time	TBD				
Annual, Ongoing (in million)	\$0.25	\$6	\$12	\$18	\$25
Total Annual	TBD				
To Date	TBD				

TA  
KLN  
9/30/07

TA  
CP  
9/30/07

SW  
9/30/07

C.R.  
9/30/07

MF  
9/30/07

## IMPLEMENTING MUTUAL GAINS BARGAINING

TA  
KJH  
9/30/07

The City of Los Angeles and the Coalition of City Unions agree to create the following Joint Labor-Management Committees and provide staff support as needed. Each committee will report periodically to the Council and may request funding for programs supported by the Committee.

TA  
9/29/07 CP  
D/W  
09/30/07

### 1. SAFETY COMMITTEE

The purpose of the Safety JLMC is to promote a safe and healthful workplace, to reduce accidents, injuries and overall economic liabilities. The Committee will review and analyze injury, illness, and accident rates and trends both citywide and by individual unit, class, and workplace and will coordinate with unit-based safety committees. The work of the Committee will include making recommendations on training, work site and facilities safety, and safety equipment. Additionally, the committee will monitor savings and will report such savings to the Gains Sharing Committee.

L.R.  
9/30/07

### 2. PART-TIME WORKERS COMMITTEE

The JLMC on Part-Time workers will be formed and focused within the Department of Recreation and Parks, with representatives from the CAO and the Personnel Department. The JLMC on Part-Time Work will identify positions which could be transitioned to half time, develop career ladders for part-time workers, and identify opportunities to consolidate part-time positions to full time and identify budgetary impediments to transitioning part-time workers. Where applicable, procedures developed in the Part-Time Committee will serve as a model for all City Departments.

MEF  
9/30/07

### 3. BONUS AND CODES COMMITTEE

⊙ 09/30/07

The JLMC on the Bonus and Codes Committee will analyze the City's system of bonuses and special pay. The objective of the Committee is to review and simplify the City's bonus system while providing incentives to improve work processes and recruit and retain quality workers. The Bonus and Codes Committee will send recommendations to the City Council as proposed amendments to labor MOUs. This committee will meet with the goal of enacting initial changes by March 15, 2008.

LETTER OF INTENT

The Coalition of Unions and City Management have engaged in the mutual gains process to reach resolution on Memoranda of Understanding (MOU). The parties agree to continue the mutual gains process in the Part-Time Subcommittee as it relates to addressing the issue of reviewing the termination of part-time employees.

Cheryl Parisi  
Cheryl Parisi

Karen J. Sisson  
Karen Sisson

09/30/07  
Date

9/30/07  
Date

Julie Butcher  
Julie Butcher

09/30/07  
Date

Carlos Rubio  
Carlos Rubio

9/30/07  
Date