

SEIU Local 721
City of Los Angeles

Los Angeles
Professional Managers' Association
Personnel Director Unit
MOU 63

Memorandum of Understanding

November 13, 2016,
through
June 23, 2018



**MEMORANDUM OF UNDERSTANDING
FOR JOINT SUBMISSION TO THE CITY COUNCIL
REGARDING THE PERSONNEL DIRECTOR UNIT
(MOU #63)**

**THIS MEMORANDUM OF UNDERSTANDING made and
entered into this 27th day of October, 2016**

BY AND BETWEEN

THE CITY OF LOS ANGELES

AND THE

LOS ANGELES PROFESSIONAL MANAGERS' ASSOCIATION

November 13, 2016 THROUGH JUNE 23, 2018

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ARTICLE 1 RECOGNITION

The City hereby recognizes the Los Angeles Professional Managers' Association (herein Association or Union) as the exclusive representative of the employees in the Personnel Director Unit for which the Association was certified as the majority representative by the Employee Relations Board (ERB) on February 22, 2016. The Association shall be the exclusive representative of employees in the Personnel Director Unit, subject to the right of each employee to self-representation. The term "employee" or "employees" as used herein shall refer only to employees in the classifications listed in the salary appendices as well as such classes that may be added hereafter to the Unit by the ERB.

ARTICLE 2 IMPLEMENTATION OF MEMORANDUM OF UNDERSTANDING

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

- A. The Association has notified the City Administrative Officer (CAO) in writing that it has approved this MOU in its entirety; and
- B. The Los Angeles City Council has approved this MOU in its entirety; amended applicable sections of the Los Angeles Administrative Code (LAAC); and, amended departmental personnel ordinances and applicable codes.

ARTICLE 3 PARTIES TO THIS MOU

This MOU is entered into between the CAO as the authorized management representative of the City of Los Angeles (City) and authorized representatives of the Association as the exclusive recognized employee organization for the Personnel Director Unit.

ARTICLE 4 TERM

The term of this MOU shall commence on the date when the terms and conditions for its effectiveness, as set forth in Article 2, Implementation of MOU, are fully met, except to the extent that the parties have agreed in Letters of Agreement to continue to meet and confer after implementation. In no event shall this MOU become effective prior to 12:00 a.m. on November 13, 2016. This MOU shall expire and otherwise be fully terminated at 12:00 a.m. on June 23, 2018, except as otherwise provided for in Article 6, Contract Continuation Upon Expiration of MOU, herein.

ARTICLE 5 CALENDAR FOR SUCCESSOR MOU

If the Association or the City desires a successor MOU, said party shall serve upon the other party a notice of intent to bargain no earlier than 90 days prior to the expiration of this MOU and no later than the expiration date of this MOU. Meet and confer sessions shall begin no later than thirty (30) calendar days following the notice of intent to bargain, the timeline of which may be altered by mutual consent.

ARTICLE 6 CONTRACT CONTINUATION UPON EXPIRATION OF MOU

Notwithstanding the above, the provisions of this MOU shall remain in effect until a successor MOU is implemented as long as the parties have met their obligations under the provisions of Article 5, Calendar for Successor MOU, to their mutual satisfaction and are continuing to meet and confer in good faith or at the conclusion of impasse proceedings in the event that the parties fail to reach agreement.

ARTICLE 7 FULL UNDERSTANDING

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

ARTICLE 8 AMENDMENT OF MOU TO INCLUDE NEW CLASSES

Upon written notification from the CAO to the City Controller's Office, this MOU shall be amended to incorporate the class and salary of any class accreted to this bargaining unit after the adoption of the MOU.

ARTICLE 9 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 nondiscrimination in the treatment of any employee because of race, ethnicity, religion, creed, color, sex, sexual orientation, LGBTQ status, gender identity, genetic information, marital status, age, disability, Association activity, national origin, ancestry, military or veteran status, or political beliefs.

In accordance with the above policy, the Association agrees not to discriminate against any employee because of the exercise of his/her rights granted pursuant to LAAC Section 4.857 or with respect to admission to membership and the rights of membership.

ARTICLE 10 PROVISIONS OF LAW AND SEPARABILITY

The parties understand and agree that this MOU is subject to all applicable Federal and State laws, City ordinances and regulations, the Charter of the City of Los Angeles, and any lawful rules and regulations enacted by the City's Civil Service Commission, ERB, or similar independent Commissions of the City. If any article, part, or provision of this MOU is in conflict or inconsistent with such applicable provisions of Federal, State, or local law or regulations, or is otherwise held to be invalid or unenforceable by any court of competent jurisdiction, such Article, part or provisions shall be suspended and superseded by such applicable laws or regulations and the remainder of this MOU shall not be affected thereby.

If any term or provision of this MOU is found to be in conflict with any City, State, or Federal law, the parties to this MOU will meet and confer as soon as possible thereafter to consider any revisions or amendments thereto that may be required.

ARTICLE 11 UNIT MEMBERSHIP LIST

Upon adoption of this MOU, the City will provide the Association access to a list of information for each Unit member, including first and last name, employee identification number, class title, class code, Association membership status, location by department and division, as applicable, and home address. All information shall be provided to the Association electronically in a file format or through a readily accessible and current database. The means of provision and the substance of the requisite information may be changed by mutual agreement.

ARTICLE 12 WORK ACCESS

The Association shall provide a current, written list of its Association Representatives to all heads of departments, offices, or bureaus represented herein and the CAO. The Association shall be responsible for keeping the list current.

An Association Representative shall have access to department, office, or bureau facilities where Unit members are employed during regular working hours to assist employees covered under this MOU in addressing grievances when such Association assistance is requested by a grievant(s) or to investigate matters arising out of the application of the provisions of this MOU. The Association Representative shall request authorization for such visits by contacting the designated Management representative of the head of the office, department, or bureau. In the event immediate access cannot be authorized, the designated Management representative shall inform the Association Representative as to the earliest time when access can be granted.

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

ARTICLE 13 NEW EMPLOYEE INFORMATION

Each employee who is hired in a classification represented by the Association shall be given a packet of Union materials by the employee's appointing authority no later than the end of the first week of employment. The appointing authority shall send to the Union a card that contains the new employee's first and last names, classification, work address and location, and telephone number. This card shall be signed by the general manager, or his/her representative, dated, and returned by the appointing authority to the Union in an envelope as soon as practicable.

The Union shall supply to the appointing authority the packet of Union materials, the card on which employee information is furnished, and the envelope used to transmit said card to the Union.

ARTICLE 14 EMPLOYMENT OPPORTUNITIES

- A. The Personnel Department will provide to the Union copies of all job bulletins. Tentative examination bulletins approved by the Personnel Department will be provided to the Union seven (7) calendar days prior to the date of the public posting of the final bulletin for the examination.
- B. Employees shall be granted reasonable time off with pay for the purpose of taking oral promotional examinations when such examinations are given by the City and scheduled during the employee's normal working period; however, each employee entitled to such time off with pay shall give reasonable advance notice to his/her supervisor. Such time off with pay shall include travel time.
- C. Management agrees that any employee covered by this MOU who may be assigned to work on a day that a written promotional examination is administered by the Personnel Department, and for which an employee has applied, shall be given priority in the scheduling of days off for that day.

ARTICLE 15 USE OF CITY FACILITIES

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

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

ARTICLE 16 ASSOCIATION PAYROLL DEDUCTIONS AND DUES

Association payroll deductions and dues as may be properly requested and lawfully permitted will be deducted by the City Controller's Office in twenty-four (24) biweekly increments from the annual salary of each employee in the Unit who files with the City Controller written authorization that such deductions and/or dues shall be taken.

Remittance of the aggregate amount of all deductions and/or dues taken from the salaries of employees covered hereunder shall be made to the Association by the City Controller within 30 working days after the end of the month in which the deductions and/or dues were taken.

A fee of nine cents (\$.09) for the processing of each such deduction shall be assessed by the City Controller.

Notwithstanding any provisions of LAAC Section 4.203 that may conflict:

- A. Payroll deductions which have been authorized by employees in this Unit for the purpose of obtaining membership and/or benefits offered by any bargaining organization* other than the Association will not be accepted by the City Controller.
- B. Payroll deductions which are now being remitted to any bargaining organization* other than the Association will be terminated by the City Controller at the end of the first payroll period after the effective date of this MOU.

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

*For the purpose of this Article, bargaining organization means any organization of employees whose responsibility or goal is to represent employees in the City's meet and confer process.

Union Security

Any employee in this Unit who has authorized Union deductions and/or dues on the effective date of this MOU or at any time subsequent to the effective date of this MOU shall continue to have such deductions and/or dues made by the City during the term of this MOU; provided, however, that any employee in the Unit may terminate such Union deductions and/or dues during the 30-day period commencing 90 days before the expiration of the MOU by notifying the Union of their termination of Union deductions and/or dues.

Such notification shall be by certified mail and should be in the form of a letter containing the following information: employee name, employee identification number, job classification, department name, and Union name from which deductions and/or dues are to be cancelled. The Union will provide the City the appropriate documentation to process these membership deductions and/or dues cancellations within 10 business days after the close of the withdrawal period.

ARTICLE 17 GRIEVANCE PROCEDURE

STATEMENT OF INTENT

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

DEFINITION

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

1. An impasse in meeting and conferring upon the terms of a proposed MOU.
2. Any matter for which an administrative remedy is provided before the Civil Service Commission.
3. Any issue that the parties agree to refer to another administrative resolution process.
4. Employee Comment Sheet (Comment Card) – LAPD

Employee Comment Sheets (Comment Cards) are used to document positive and negative conduct or incidences. Employee Comment Sheets (Comment Cards) are not considered disciplinary in nature and shall not be placed in the employee's official personnel file. The parties agree that in the Los Angeles Police Department an "Employee Comment Sheet" (Comment Card) is not grievable or arbitrable. An employee may use an Employee's Report, Form 15.7, to make a written response to the Employee Comment Sheet (Comment Card) within thirty (30) days after the Form is served.

GENERAL PROVISIONS

1. BINDING ELECTION OF PROCEDURE

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

2. GRIEVANCE PROCESS RIGHTS

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

3. TIME, TIME LIMITS, AND WAIVERS

"Business days" shall be defined as Monday through Friday, exclusive of City Holidays, as enumerated in Article 30, Holidays and Holiday Pay, 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.

4. MEDIATION

At any step following the Informal Discussion in the grievance process, the Union or Management may request mediation by letter to the department's personnel officer or designated Union representative. Within ten (10) business days of receipt of a request for mediation, the receiving party shall either deny the request in writing to the requesting party or request in writing (with a copy to the requesting party) that the ERB appoint a mediator. If mediation is requested, the ERB shall attempt to obtain the services of a mediator from the State Mediation and Conciliation Service. If a State mediator is unavailable, the Union and Management may jointly agree to a mediator selected by the Executive Director of the ERB. The fees of such mediator shall be shared equally by the 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, either party may request the mediator to provide the parties with an immediate oral opinion as to how the grievance would be decided if the matter were to be submitted 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 notwithstanding LAAC Section 4.865, 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.

5. EXPEDITED ISSUES

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

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

Additional issues may be waived to the General Manager level upon mutual agreement by the Union and Management.

GRIEVANCE PROCESS

STEP 1 - ISSUE IDENTIFICATION AND INFORMAL DISCUSSION

The grievant shall discuss the issue with his/her immediate supervisor on an informal basis to identify and attempt to resolve the grievant's issue within ten (10) business days following the day the issue arose. The grievant 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 grievant, secure clarification of the issue, consider the grievant's proposed solution, and discuss possible alternative solutions and/or other administrative remedies. The immediate supervisor shall respond verbally within ten (10) business days following the meeting with the grievant. Failure of the supervisor to respond within the time limit shall entitle the grievant 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 grievant 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 grievant.

The manager or designee shall meet with the grievant 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 remedies. The manager will provide a written response to the grievant within ten (10) business days of said meeting. 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 grievant may serve a written appeal to the General Manager or designee within ten (10) business days following receipt of the written response at Step 2 or the last day of the response period provided for in Step 2. The General Manager or designee shall meet with the grievant within ten (10) business days of the date of service of the appeal, discuss the facts, and solicit information on possible solutions or other appropriate administrative remedies. Management shall provide a written response to the grievant within twenty (20) business days from the date of meeting.

Los Angeles Police Department only:

If the grievance is not resolved at Step 2, or the Chief of Police or designee fails to respond within the time limit, the grievant may process the grievance to the Police Commission or designee by serving written notice of the grievance within ten (10) business days following receipt of the written response at Step 3 or the last day of the response period provided for in Step 3. Failure of the grievant to serve such notice shall constitute a waiver of the grievance. The grievance shall be heard by the Commission or designee within ten (10) business days of the receipt of the appeal, and a written decision shall be rendered within thirty (30) business days from the date of meeting with the grievant.

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 ERB. A copy of this notice shall be served upon the department's personnel officer or immediate supervisor in the case where the grievant is the department's personnel officer. The request for arbitration must be filed with the ERB within twenty (20) business days following the date of service of the written response of the General Manager/Commission or designee or the last day of the response period provided for in Step 3. Failure of the Union to serve a written request for arbitration with the ERB 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 ERB within ten (10) business days following receipt of said list. Failure of the Union to notify the ERB of the selected arbitrator within sixty (60) business days of receipt of said list shall constitute a waiver of the grievance.

Arbitration of a grievance hereunder shall be limited to the formal grievance as originally filed by the grievant 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 ERB 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. The parties mutually agree 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 the same.

The decision of an arbitrator resulting from any arbitration of a grievance hereunder shall be binding upon the parties concerned.

The decision of an arbitrator resulting from any arbitration of grievances hereunder shall not add to, subtract from, or otherwise modify the terms and conditions of this MOU.

PROCEDURE FOR GRIEVANCES AFFECTING A GROUP OF EMPLOYEES

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

STEP 1

The Union shall file the grievance in writing with the General Manager, or designee, of the affected department and file a copy with the CAO's Employee Relations Division 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 General Manager.

The General Manager 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 remedies. The General Manager or designee may include department managers who have knowledge of the grievance issues and/or representatives from the CAO's Employee Relations Division in the meeting with the Union. The General Manager or designee shall provide a written response to the Union 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 18 UNION STEWARDS

The Union may designate a reasonable number of Union Stewards who must be members of the Union and shall provide all departments, offices, or bureaus with a written list of employees who have been so designated. The Union shall ensure that the list of Union Stewards is kept current and shall transmit changes to Management as soon as practicable. A Union Steward may represent a grievant in the presenting of grievances at all levels of the grievance procedure. A Union Steward may represent an employee in pre-disciplinary hearings (Skelly) or pre-disciplinary interviews where there is a reasonable expectation that disciplinary action will follow.

An employee and his/her Union Steward may have a reasonable amount of paid time off for the above-listed activities. However, the Union Steward will receive paid time off only if he/she is the representative of record, is a member of the Association, and is employed within a reasonable distance from the work location of the employee.

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

Denial of permission to leave at the time requested will automatically constitute an extension of time limits provided in the grievance procedure herein, equal to the amount of the time delay.

Before leaving his/her work location, the Union Steward shall call the employee's supervisor to determine when the employee can be made available. Upon arrival, the Union Steward will report to the employee's supervisor who will make arrangements for the meeting requested.

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

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

Upon the parties' mutual agreement, the Union and City representatives will have established a curriculum and training program that will provide skills for both Union Stewards and front-line supervisors in the processing and resolution of grievances and other workplace issues in a cooperative, problem-solving manner. Upon completion of the program, both Union Stewards and front-line supervisors will be certified. Union Stewards certified through this training shall be authorized to spend up to two (2) hours of City time to investigate each dispute raised under the Grievance Procedure of this MOU.

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

ARTICLE 19 PERSONNEL FOLDERS

An employee shall be entitled to review the contents of his/her official departmental personnel folder at reasonable intervals upon request when his/her personnel office is normally open for business. Such review shall not interfere with the normal business of the department, office, or bureau.

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 Association representative's review of the personnel folder shall not interfere with the normal business of the department.

No evaluation or disciplinary document may be placed in an employee's personnel file without his/her review and a copy of the document presented to him/her. The employee shall acknowledge that he/she has reviewed and received a copy of the document by signing the document with the understanding that such signature does not necessarily indicate agreement with its contents.

ARTICLE 20 NOTICE OF CHANGES IN WORK RULES

Whenever written departmental working rules are established or changes are made to existing written departmental working rules affecting conditions of employment, the City shall give the Association an opportunity to meet with the City prior to placing the new rules or changes in existing rules into effect.

Nothing contained in this Article shall be construed as a limitation of the right of the City to implement new written department working rules or make changes in such existing rules in cases of emergency. Provided, however, when such new work rules or changed existing work rules must be adopted immediately without prior notice to the Association, notice and the opportunity to consult shall be given at the earliest practical time following the adoption of such new work rules or changes in existing written department work rules.

The Association agrees to notify the City promptly after receiving notice of its intent to exercise its rights granted under this Article.

ARTICLE 21 EMPLOYEE RELATIONS

Meetings at reasonable intervals will be scheduled at the request of the Union or the City for the purpose of informally discussing employer-employee relations issues.

ARTICLE 22 ACTIONS BY THE ERB

If any action or actions by the ERB prior to the expiration of this MOU results in any significant change to the composition of this representational unit, the parties to this MOU shall meet as soon as possible thereafter to consider any revisions or amendments thereto that may be required.

ARTICLE 23 FAIR LABOR STANDARDS ACT (FLSA)

Pursuant to the Fair Labor Standards Act (FLSA), all employees shall have a fixed workweek that consists of a regular recurring period of 168 consecutive hours (seven 24-hour periods), which can begin and end on any day of the week and at any time of the day.

Employees in this Unit shall be treated as salaried employees in accordance with the provisions of the FLSA.

ARTICLE 24 SALARIED EMPLOYEES

Notwithstanding any LAAC and MOU provisions, or other City department rules and regulations to the contrary, salaried employees shall not be required to record specific hours of work for compensation purposes, although hours may be recorded for other purposes. These employees shall be paid the predetermined salary for each biweekly pay period, as indicated in the Appendices, and shall not receive overtime compensation. Salaried employees shall not be subject to any deductions from salary or any leave banks for any absence from work for less than a full workday. This provision does not apply to long-term or recurring partial day absences that are authorized by the appropriate supervisor designated by Management, for example, intermittent leave/reduced work schedule for purposes of Family/Medical Leave.

Consistent with LAAC Section 4.114(a), salaried employees shall be subject to the revised Department of Labor FLSA regulations pertaining to disciplinary suspensions of FLSA exempt employees (§ 541.602(b)(5)) effective upon adoption of this MOU. Under said revised regulations, salaried employees shall not be subject to disciplinary suspension for less than one workweek, i.e., seven days, which is half of a biweekly pay period, unless the discipline is based on violations of a safety rule of major significance or misconduct.

The appointing authority of each City department may grant time off for hours worked due to unusual situations.

ARTICLE 25 WORK SCHEDULES

The City may assign employees to work a five/forty, four/ten, nine/eighty, or other work schedule. The City shall have the right to refuse an employee's request to work a four/ten, nine/eighty, or other modified work schedule, and to require the reversion to a five/forty work schedule, providing that the exercise of such right is not arbitrary, capricious, or discriminatory. The parties further agree that the City may require employees to change their work schedules (working hours or change days off, except the split day) within the same FLSA workweek. The designated workweek for an employee may be changed only if the change is intended to be permanent and not designed to evade overtime requirements of the FLSA.

Temporary changes to the designated 9/80 day off at the request of the City or the employee is prohibited unless the intention is for the employee to work additional hours (overtime).

ARTICLE 26 1040/2080 PLAN

The City reserves the right to develop 26-week/1040 or 52-week/2080 hours' work periods under FLSA Section 7(b) [29 USC §207(b)(1) and (2)] during the term of this MOU for the purpose of increasing scheduling flexibility. Implementation of this work schedule is subject to agreement by the parties and certification of the Union as bona fide by the ERB.

ARTICLE 27 JURY SERVICE

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

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

Compensation for mileage paid by the courts for jury service shall be retained by the employee. Employees performing jury service on a designated City holiday shall be compensated for the designated City holiday. Additional time off for that holiday shall not be provided.

ARTICLE 28 CIVIC DUTY

Whenever an employee is served with a subpoena by a court of competent jurisdiction compelling his/her presence as a witness during his/her normal working period, unless he/she is a party to the litigation or an expert witness such employee shall be granted time off with pay in the amount of the difference between the employee's regular earnings and any amount he/she receives for appearance. This Article is not applicable to appearances for which the employee receives compensation in excess of his/her regular earnings.

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

ARTICLE 29 SALARIES

The parties to this MOU jointly recommend to the City Council approval of the salaries set forth in the attached Salary Appendices. These appendices shall continue the 15-step salary range program currently in place for employees in this Unit.

A. Base Wage Salary Adjustments

1. Effective November 13, 2016, base wages for all classifications and pay grades represented in this Unit shall be increased by 3.75%.
2. Effective November 13, 2016, base wages for the classification and pay grade of Personnel Director I (1714-1) shall be increased by an additional 5.7% cumulative.
3. Effective June 25, 2017, base wages for classifications represented in this Unit shall be increased by 2.25%.
4. Effective June 10, 2018, base wages for classifications represented in this Unit shall be increased by 2.25%.

B. Extension of Step Advancement Date

Uncompensated absences of sixteen days (128 hours for employees on a work schedule other than 5/40) or less during the qualifying period and during each subsequent qualifying period shall not extend the step advancement date. The step advancement date shall be extended one working day for each working day absence (or one hour for each hour of aggregated uncompensated absence in excess of 128 hours). Employees who are injured on duty and are compensated in accordance with Division IV of the Labor Code of the State of California and LAAC Division 4, Article 7 shall not have their step advancement date changed due to their workers' compensation status.

C. Consecutive Appointments within a 12-Month Period

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

D. Appointments to New Positions with the Same or Lower Salary Range

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

E. Civil Service Exempt Half-Time Employees

The initial salary step advancement for a half-time, but less than full-time, employee in a position compensated on a salary range shall be in the payroll period following the completion of 1,040 regular paid hours and 12 months of service. Each subsequent step advancement shall be in the payroll period following the completion of 1,040 additional regular paid hours and one additional year of service. Hours of service in excess of those required for step advancement in a 12-month time period shall be carried forward for credit in the next 12-month time period.

F. Promotional Differential

Notwithstanding the rate provided for in LAAC Section 4.91, effective upon the date of adoption of this MOU, employees who are promoted shall be moved to the salary step that provides a minimum 5.5% increase over the rate received in the former position. As provided in LAAC Section 4.91, any regularly assigned bonus or premium compensation amounts shall be included in calculating the step rate for the former position and added to the new salary, if applicable, after determining the appropriate salary step rate for the new position.

ARTICLE 30 HOLIDAYS AND HOLIDAY PAY

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

1. New Year's Day
2. Martin Luther King's Birthday (the third Monday in January)
3. President's Day (the third Monday in February)
4. Cesar E. Chavez Birthday (the last Monday in March)
5. Memorial Day (the last Monday in May)
6. Independence Day (July 4)
7. Labor Day (the first Monday in September)
8. Columbus Day (the second Monday in October)
9. Veteran's Day (November 11)
10. Thanksgiving Day (the fourth Thursday in November)
11. The Friday after Thanksgiving Day
12. Christmas Day (December 25)
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 shall be credited on January 1 of each calendar year and 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 the City subject to the operating needs of the employee's department, office, or bureau. If an unforeseen operating requirement prevents the employee from taking such previously approved holiday, the City will reschedule the holiday so that it may be taken on some other reasonably satisfactory date within the calendar year.

2. Any break in service (i.e., resignation, discharge, and retirement) prior to taking the holiday shall forfeit any right thereto.
 3. The holiday shall not be utilized to extend the date of any layoff.
 4. No employees shall be entitled to the unspecified holiday upon appointment to one of the classifications represented by the Association until he/she has completed six months of satisfactory City service.
 5. Employees who work on intermittent, on call, vacation relief, or seasonal positions shall not be entitled to an 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 if such a holiday had been taken prior to resignation or termination.
- F. Whenever a holiday from 1 through 12 above occurs during an employee's regularly scheduled work week, eight (8) hours of paid leave shall be credited for the purpose of computing overtime pay for work performed after forty (40) hours.
- G. Whenever a holiday listed under 13 and/or 14 above occurs during an employee's regularly scheduled workweek, the appropriate number of hours of paid leave shall be credited for the purpose of computing overtime pay for work performed after forty (40) hours.
- H. Whenever a holiday falls on an employee's 9/80 or modified day off, the employee shall take an alternate day off within the same calendar week as the holiday.
- I. For each holiday listed above which results in time off with pay for employees working a Monday through Friday work week, employees who are scheduled to work other than the Monday through Friday work week shall be entitled to such day off with pay or shall be compensated in accordance with all pertinent provisions (B through H above). If such holiday falls on the employee's scheduled day off, an alternative day off in-lieu shall be scheduled within the same calendar week.
- J. The City shall have the sole authority and responsibility to determine whether the compensation for any holidays worked shall be in cash or paid leave time off.

ARTICLE 31 VACATIONS

The following sections A through J with the exception of Table 1 below shall apply to all classifications represented in this bargaining unit.

A. Definitions

The words and terms defined in this section shall have the following meanings as used in this Article.

1. "City Service" or "Service with the City" means employment in any position with the City of Los Angeles, or any of its departments, bureaus or offices, including any department having control of its own funds.
2. "Service year" means each period of twelve (12) consecutive months and 2,080 regular paid hours (non-overtime) of employment following an employee's entrance or re-entrance into service with the City including any of its departments, or between any two anniversaries of such entrance or re-entrance.
3. "Year of Service" means an aggregate period of twelve (12) months and 2,080 regular paid hours (non-overtime) for which an employee has earned vacation credit, subject to deductions for absences as provided in section C. below.
4. "Qualifying year" for a full time employee means the first period of twelve (12) consecutive months and 2,080 regular paid hours (non-overtime) of service for the City, after entrance or re-entrance into City service, subject to deductions for absences as provided in section C. below.
5. "Full Pay" means the amount of pay an employee would receive for the period during which the employee is away on vacation, if the employee worked the days and hours prescribed for the position. Overtime pay shall not be included in such determination.

B. Monthly Vacation Credit - Length of Vacation

Each bargaining unit member who has completed his/her qualifying year shall be entitled to the following number of vacation days with full pay, based on the number of years of City service completed, accrued and credited at the rates indicated, subject to deductions for absences as provided in section C. below.

Table 1

**Monthly Vacation Credit for Bargaining Unit Members Employed
As
Personnel Director I or Personnel Director II**

Years of Service Completed	Number of Vacation Days	Monthly Accrual Rate In Hours/Minutes	Lump Sum Hours/Minutes on Anniversary Date
1	11	7.20	88:00
5	17	11.20	48:00
13	18	11.20	8:00
14	19	11.20	16:00
15	20	11.20	24:00
16	21	11.20	32:00
17	22	14.40	40:00
18	23	14.40	8:00
19	24	16.00	14:40
25	25	16.40	8:00

C. Deductible Absences

In computing the accrual of monthly vacation credits, as provided herein, deduction shall be made for:

1. All absences without leave.
2. That portion of absences in excess of:
 - (a) An aggregate of 240 hours in any one service year, on leave for reasons personal to the employee.
 - (b) An aggregate of 720 hours sick leave in any one service year.
 - (c) An aggregate of 720 hours cumulating all absences on sick leave and all absences personal to the employee in any one service year.
3. All uncompensated absences in excess of 360 hours of uncompensated time off during any one service year.

4. All periods during any service year in which an employee is an intermittent employee as defined by LAAC Section 4.110(b).
5. No period of absence on leave with pay for the performance of ordered military duty shall be considered an absence for the purpose of this Article.

D. Computation of Years of Service

1. In computing years of service in this Article, each employee shall be credited with the qualifying year as the first year of service, and with each subsequent year of service, since the occurrence of the latest of any one of the following events:
 - (a) Original entrance into City service.
 - (b) Re-entrance into City service after a layoff for lack of work, lack of funds, or abolishment of position, for a period extending beyond the date on which the employee's name is removed from the reserve list under the provisions of Charter Section 1015.
 - (c) Re-entrance into City service after a suspension for cause in excess of six (6) months.
 - (d) Re-entrance into City service more than six (6) months after resignation from such service.
 - (e) Re-entrance into City service after discharge for cause.
2. For the purpose of computing years of service under this Article, vacation credits shall be deemed to have accrued during any period of military service performed by an employee, the same as if such employee had remained in active City service, if the employee was entitled to reinstatement as a City employee after such military service, and was in fact so reinstated.
3. Any employee who becomes, or heretofore became, a member of the classified service of the City under Charter Section 1021 shall be credited for vacation purposes with years of employment by the municipality or district referred to in Section 1021, the same as if such employee had been in the service of the City during the employee's employment by such municipality or district.

E. Cash Payment Upon Separation from the Service

In the event any employee, after the completion of his/her qualifying year of service, becomes separated from the service of the City by reason of resignation, discharge, retirement or death, or for any other reason, cash payment of a sum equal to all accrued, but unused, vacation, including vacation, for the proportionate part of the service year in which the separation takes place, shall be made at the salary rate current at the date of said separation to the employee, his/her estate or any person legally entitled to such payment under any law of this State.

F. Cash Payment upon Granting of Military Leave Other Than Temporary Military Leave

In the event any employee, after the completion of his/her qualifying year of service, is granted a military leave under the provisions of the Military and Veterans Code of the State of California, other than a temporary military leave, cash payment of a sum equal to all accrued but unused vacation time, including vacation time accrued during the proportionate part of the service year in which such leave is granted, may be made to such employee at the salary rate current at the date of the commencement of such leave. Before any payment as herein provided is made, such employee shall furnish to the head of his/her department two (2) certified copies of his/her orders, one copy to be filed in the department in which he/she is employed and the other with the Controller, or in lieu thereof he/she shall furnish to such appointing authority upon forms provided by the Controller certified evidence of his/her entry into the armed forces of the United States and the date thereof: provided, however, that presentation of the proof required under LAAC Section 4.123 may be deemed proof under this section for the same military leave. 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.

G. Time for Granting Vacations

1. Each officer or Board or other appointing authority shall assign vacations and may establish and maintain a vacation schedule for each year, giving due regard in each case to the request of the employee, subject, however, to the right of such appointing authority to plan work under his, her, or its control and to approve and assign vacations when the employee can be reasonably spared; provided, that when such appointing authority notwithstanding an employee's request, has failed or refused to assign a vacation prior to the time necessary to prevent expiration of any unused portion of accrued vacation credit, such employee may absent himself without penalty so as to avoid losing any vacation credit.

2. Each department, office or bureau shall furnish the Controller a detailed record of vacation taken. The record shall include the name of the employee, the class, and the number of days and the dates when vacation is taken. The Controller shall maintain for each department, office or bureau the balance of vacation remaining to be taken.

H. Layoff – Inclement Weather

Except in the first service year any employee laid off for less than fifteen (15) consecutive days, or precluded from working by inclement weather which prevents normal performance of duty followed by re-employment by the City, shall be considered to be on leave without pay for such period. This applies only for the purpose of determining vacation rights.

I. Legal Holidays

When a legal holiday falls on a regular working day within a vacation period, the legal holiday shall not be included in the computation of such vacation, but the employee shall be granted additional day's vacation with full pay equal to the number of such holidays.

J. Accumulation of Vacations

Upon the approval of the appointing power any employee may be permitted to accumulate vacations not to exceed two (2) annual vacation periods and all accumulated in excess of such amount shall be deemed waived and lost.

The following sections K through O shall apply to the classification and pay grade of Personnel Director III (1714-3) only.

- K. In addition to the provisions enumerated above and in lieu of vacation time provided for above, a bargaining unit member who is employed in the class and pay grade of Personnel Director III (1714-3) shall be entitled to the following number of vacation hours with full pay accrued and credited at the rates indicated, subject to deduction for absences as provided in section C. above:

Table 2

Annual Vacation Hours Credit for Bargaining Unit Members Employed As Personnel Director III

Years of Service Completed	Number of Vacation Hours
Upon permanent appointment, with less than 15 years of job-related work experience, as certified by the Personnel Department	120
Upon permanent appointment, with 15 or more years of job-related work experience as certified by the Personnel Department	160
1 year in the class and pay grade of Personnel Director III	168
2 years in the class and pay grade of Personnel Director III	176
3 years in the class and pay grade of Personnel Director III	184
4 years in the class and pay grade of Personnel Director III	192
5 years in the class and pay grade of Personnel Director III	200

- L. An employee who currently has or will receive a permanent appointment to the class and pay grade of Personnel Director III who is accruing vacation at a higher rate than the rate provided in Table 2 above shall continue to accrue at the higher rate.

- M. An employee who currently has or will receive a permanent appointment to the class and pay grade of Personnel Director III who is accruing vacation at a lower rate than provided in Table 2 above shall have their vacation accruals adjusted to be in conformance with Table 2 above. Such employees shall be credited with additional vacation equal to the difference between the lower annual rate and the appropriate annual rate provided for in this section, in addition to accruing at the higher monthly rate.
- N. Persons who receive an initial appointment to the City as a Personnel Director III shall receive the total number of vacation hours provided for in Table 2 above in the pay period following the completion of 160 hours worked, excluding City-paid holidays. Monthly accrual for these employees shall be effective on the one-year vacation anniversary date, which for purposes of this subsection shall be one year (12 months) from the date of initial appointment to the City as a Personnel Director III.
- O. A Personnel Director III who has completed a minimum of six (6) months of City service and who subsequently leaves City service prior to completing their initial year of City service will receive cash payment for any unused vacation hours proportionate to the number of months worked in that service year. Employees must work the entire month, excluding paid City holidays, in order for the month to be included in the calculation.

ARTICLE 32 MILEAGE

Each employee who is authorized by an appointing authority to use his/her own vehicle pursuant to LAAC Sections 4.229 through 4.236, inclusive, shall be reimbursed for transportation expenses for all miles traveled for business purposes in any biweekly pay period in addition to any and all salaries and other compensation otherwise provided for by law. During the term of this MOU, the cents per mile reimbursement rate shall be adjusted to an amount equal to the annual standard car mileage allowance as determined by the Internal Revenue Service. The CAO shall certify to the City Controller appropriate changes, if required, to become effective the beginning of the pay period in which January 1 falls.

ARTICLE 33 CIVILIAN MODIFIED FLEXIBLE BENEFITS PROGRAM

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

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

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

Section I - Health Plans

The health plans offered and benefits provided by those plans shall be those approved by the City's JLMBC and administered by the Personnel Department in accordance with LAAC Section 4.303.

During the term of this MOU, the City agrees to contribute a monthly sum not to exceed the Kaiser Permanente family rate (maximum monthly health care subsidy) for each full-time employee toward the cost of a City-sponsored health plan for employees who are members of the Los Angeles City Employees' Retirement System (LACERS). During the term of this MOU, the City's monthly subsidy for full-time employees shall be adjusted as the Kaiser Permanente family rate changes. Changes in this monthly health care subsidy shall be effective at the beginning of the pay period in which the Kaiser yearly premium rate change is implemented.

The City will apply this subsidy first to the employee's coverage. Any remaining balance will be applied toward the coverage of the employee's dependents under the plan should an employee elect to maintain coverage for eligible dependents.

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

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

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

Full-time employees who work a temporary reduced schedule under the provisions of Article 38, Family and Medical Leave, shall continue to receive the same subsidy as full-time employees and will be subject to any adjustments applied to that subsidy as provided in this Article.

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

During the term of this MOU, the JLMBC will review all rate changes and their impact on the Health Plans. The following provisions will apply to Unit members enrolled in a City-sponsored health care plan and eligible for the health care subsidy.

During the term of this MOU, unit members shall pay ten percent (10%) of the City's monthly health care premium on a biweekly basis when the amount of their monthly health care premium for the health care plan in which they are enrolled is less than or equal to the amount of the City's maximum monthly health care subsidy.

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

Section II - Dental Plans

The dental plans offered shall be those approved by the City's JLMBC and administered by the Personnel Department in accordance with LAAC Section 4.303.

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

For each half-time employee, as defined by LAAC Section 4.110, who becomes a member of LACERS and for each employee who transfers from full-time to half-time status following July 24, 1989, the City will expend an amount equivalent to one-half of the cost of the employee only coverage of the most expensive plan under the City-sponsored Dental Program. Half-time employees who, prior to July 24, 1989, were receiving the full employee only subsidy shall continue to receive the full employee only subsidy.

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

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

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

Section III - Definition of Dependents

The definition of a dependent for health and dental plan coverage shall include the domestic partner of an employee and the dependents of such domestic partner. Any employee claiming a domestic partner and/or the dependents of such domestic partner for purposes of this Article shall have an approved City Affidavit of Domestic Partnership form or a registered State of California Declaration of Domestic Partnership form on file in the Employee Benefits Office, Personnel Department, which identifies that individual as the employee's domestic partner.

Section IV - General Provisions

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

The parties mutually understand that the City will expend the above noted funds only for those employees and their qualified dependents as applicable 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.

The City 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 42 of this MOU, the City 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 38 herein. However, for any unpaid portion of Family or Medical Leave, health and/or dental plan subsidies shall be continued for a maximum of nine (9) pay periods. Except while an employee is on a Pregnancy Disability Leave absence (up to 4 months), Management shall continue the City's subsidy for her pregnancy health coverage (medical plan subsidy) in compliance with the provisions of Government Code Sections 12945 and 12945.2 (amended in 2011).

Section VI - Benefit Protection Plan

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

ARTICLE 34 RETIREMENT BENEFITS

A. Benefits

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

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

B. Retiree Health Benefits

There is currently in effect a retiree health benefit program for retired members of LACERS under LAAC Division 4, Chapter 11. All covered employees who are members of LACERS, regardless of retirement tier, shall contribute to LACERS four percent (4%) of their pre-tax compensation earnable toward vested retiree health benefits as provided by this program. The retiree health benefit available under this program is a vested benefit for all covered employees who make this contribution, including employees enrolled in LACERS Tier 3.

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

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

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

The entitlement to retiree health benefits under this provision shall be subject to the rules under LAAC Division 4, Chapter 11 in effect as of the effective date of this provision, and the rules that shall be placed into LAAC Division 4, Chapters 10 and 11, with regard to Tier 3, by the Implementing Ordinance.

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

The vesting schedule for the Maximum Medical Plan Premium Subsidy for employees enrolled in LACERS Tier 1 and LACERS Tier 3 shall be the same.

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

C. Procedure for Benefits Modifications

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

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

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

ARTICLE 35 SICK LEAVE

During the term of this MOU, Management's practices with regard to sick leave benefits shall be administered in accordance with LAAC Sections 4.126 and 4.126.2.

Every full-time civilian employee of the City shall be entitled to sick leave with pay as provided herein, if the employee is compelled to be absent from work on account of any illness or injury other than that caused by or arising from the employee's own moral turpitude. Such sick leave shall be allowed as follows:

Employees entering City service must complete a period of six consecutive months of service and must complete 1040 compensated hours before qualifying for sick leave. The qualifying date shall be extended one hour for each hour of uncompensated absence. At the completion of the qualifying period, such employees shall accrue one day of sick leave and shall accrue one additional day at the end of each subsequent month worked until January 1, following completion of the six month period. Such accrual will be on the first day of the pay period in which the employee's anniversary date falls. Beginning January 1, following completion of the qualifying period, such employees shall accrue sick leave as provided for in LAAC Section 4.126.

Beginning January 1, 1998, employees shall be allowed 96 hours leave at full pay and 40 hours leave at 75% of full pay each calendar year plus the hours of sick leave accrued and accumulated as provided herein. Employees hired prior to January 1, 1998, who were previously allowed to accrue 40 hours of leave at 50% of full pay each calendar year shall have any unused balance of such sick leave frozen with no further credits or withdrawal permitted.

Notwithstanding the provisions above, employees who have completed at least six months of service in the Department of Water and Power and who subsequently transfer or are appointed to a class in another City department shall be provided with the equivalent number of 100% sick time hours available to the employee at the date of such transfer from the Department of Water and Power up to a maximum of 80 hours of 100% sick time. In addition, the employees will accrue eight hours of 100% sick time each month until the next following January 1, at which time the employees will accrue sick leave as provided for in LAAC Section 4.126.

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

If an employee retires from the service of the City or, if an employee who is eligible to retire on or after July 1, 1996, dies prior to retirement, any balance of accumulated sick leave at full pay up to a maximum of 800 hours remaining unused at the time of retirement or death shall be compensated to the employee or, in the event of the death of the employee, to his/her legal beneficiaries, by cash payment of 50% of the employee's salary rate on the date of retirement or death. Effective January 1, 1997, if an employee retires from the service of the City or if an employee who is eligible to retire on or after July 1, 1996, dies prior to retirement, any balance of accumulated sick leave at 50% of full pay remaining unused at the date of retirement or death shall be compensated by cash payment at 25% of the employee's salary rate current at retirement or death.

The appointing authority shall authorize cash payment to the legal beneficiaries of any City employee who is killed during the performance of job-related duties for the balance of the employee's accumulated full-pay sick leave at 100% of the employee's salary rate on the date of his/her death.

In no instance shall an employee or his/her beneficiaries be compensated more than once for accumulated full pay sick leave and 50% sick leave upon retirement and/or death of the employee.

Any unused balance of sick leave at 75% of full pay at the end of any calendar year shall be carried over and accumulated from one calendar year to the next to a maximum of 800 hours at 75% pay. All accrued sick leave at partial pay in excess of such maximum amounts shall be deemed waived and lost.

Preventive Medical Treatment

During the term of this MOU, notwithstanding LAAC Section 4.126(d), a regular full-time employee may use a maximum of forty-eight (48) hours of one hundred percent (100%) sick leave in each calendar year for the purpose of securing preventive medical treatment for the employee or for the employee's immediate family members.

Allowance for Leave for Pregnancy

Every full-time and half-time employee in any Department of the City shall be entitled to use sick leave accrued pursuant to this section if that employee is unable to work on account of her pregnancy, childbirth or related medical conditions.

ARTICLE 36 BEREAVEMENT LEAVE

- A. Leave due to family deaths shall be in accordance with LAAC Section 4.127.1, which provides for a maximum of three working days for each occurrence of a death in the employee's immediate family.
- B. For the purpose of this Article, the definition of an immediate family member, notwithstanding the definition in LAAC Section 4.127.1, shall include the father, father-in-law, mother, mother-in-law, brother, sister, spouse, child, step-parents, step-children, great/grandparents, great/grandchildren, foster parents, foster children, a domestic partner, any relative who resided in the employee's household, a household member (any person residing in the immediate household of the employee at the time of death), and the following relatives of an employee's domestic partner: child, grandchild, mother, father. For purposes of this Article, simultaneous, multiple family deaths will be considered as one occurrence.
- C. Any employee claiming a domestic partner for purposes of this Article shall have a prescribed City Affidavit of Domestic Partnership form or a registered State of California Declaration of Domestic Partnership form on file in the Personnel Department Employee Benefits Office, which identifies that individual as the employee's domestic partner.
- D. In addition to the bereavement leave granted under this Article, upon the approval of the appointing authority, any employee who has accrued unused sick leave at full pay, shall be allowed sick leave with full pay not to exceed two (2) working days per occurrence for the purpose of bereavement leave if it is necessary for the employee to travel a minimum of 1,500 miles one way, as determined by the Automobile Association of America (AAA). Employees requesting the use of sick leave under this provision shall furnish satisfactory proof to the appointing authority of the distance traveled. Use of sick leave hours for bereavement leave shall not be counted as sick leave in any department Sick Leave Use Monitoring Program.
- E. Effective upon implementation of this MOU, members of this Unit shall be entitled to use the bereavement leave granted under this Article (or the sick leave used for purposes of bereavement leave as described in this Article) up until three hundred and seventy (370) calendar days from the date of the death of the qualifying immediate family member. Bereavement leave days not used prior to 370 calendar days from the date of said death shall be deemed waived and lost.

ARTICLE 37 FAMILY ILLNESS

The practice of allowance for leave of illness in family shall be in accordance with LAAC Section 4.127. The aggregate number of working days allowed in any one calendar year with full pay shall not exceed fifteen (15) eight-hour days taken in daily increments in accordance with Articles 23 (Fair Labor Standards Act [FLSA]) and 24 (Salaried Employees) of this MOU. Upon the adoption of a child, an employee will be permitted to use fifteen (15) days of family illness sick leave.

Notwithstanding the definition contained in LAAC Section 4.127.1, the definition of "immediate family" shall include: the father, father-in-law, mother, mother-in-law, brother, sister, spouse, child, foster child, great/grandparents, great/grandchildren, step-parents, step-children of any employee of the City, the domestic partner of the employee, a household member (any person residing in the immediate household of the employee at the time of the illness or injury) and the following relatives of an employee's domestic partner: child, grandchild, mother and father.

Any employee claiming a domestic partner for purposes of the Article shall have a prescribed City Affidavit of Domestic Partnership form or a registered State of California Declaration of Domestic Partnership form on file in the Employee Benefits Office, Personnel Department, which identifies that individual as the employee's domestic partner. No affidavit is required to secure family illness benefits arising from the illness or injury of a household member.

*Notwithstanding the provisions of LAAC Section 4.127, employees who are not otherwise subject to attendance monitoring shall not be required to submit a doctor's note for the first day's usage of family illness or for the use of one day of family illness.

ARTICLE 38 FAMILY AND MEDICAL LEAVE

A. Authorization for Leave

During the term of this MOU, up to four (4) months (nine [9] pay periods [720 hours]) of family or medical leave shall be provided for the purpose of childbirth, adoption, foster care of a child, or serious health condition of an immediate family member (as defined in Article 37, Family Illness), upon the request of the employee, or the designation of Management in accordance with applicable Federal or State law, notwithstanding any other provisions of this MOU or the LAAC to the contrary.

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 [720 hours]) 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 [720 hours]) for childbirth disability and up to an additional four (4) months (nine [9] pay periods [720 hours]) for purposes of bonding. (See Section D. of this Article.)

B. Definitions

1. **Spouse** means a husband or wife as defined or recognized under State law for purposes of marriage in this state.
2. **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.
3. **Parent** means a biological, step, adoptive or foster parent, an individual who stands or stood *in loco parentis* to an employee, or a legal guardian. This term does not mean parents-in-law. Persons who are *in loco parentis* include those with day-to-day responsibilities to care for or financially support a child or, in the case of a parent of an employee, that person who had such responsibility for the employee when the employee was a child. A biological or legal relationship is not necessary.
4. **Child** means a biological, adopted, or foster child, a stepchild, a legal ward or a child of a person standing *in loco parentis*, who is either under age 18 or age 18 or older and incapable of self-care because of a mental or a physical disability.

C. Eligibility

1. The provisions of this Article shall apply to all employees in this Unit in all City departments 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 [720 hours]) of leave if disabled due to pregnancy.

2. 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 care for 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 other City employee who is requesting leave for the same incident. Such notification must include the starting and ending dates of the time period for which each employee is requesting leave.

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

D. Conditions

1. **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 [720 hours]) of leave with medical certification certifying the employee as unable to work due to a pregnancy-related condition. PDL under the FEHA may be taken before or after the birth of the child, and shall run concurrently with pregnancy leave under the federal Family and Medical Leave Act of 1993, which must be concluded within one 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 [720 hours]) and must be concluded within one year of the child's birth. Whereas bonding leave for the pregnant employee may be taken before or after delivery, bonding leave for the non-pregnant employee shall be taken on or after the anticipated delivery or placement date of the child except as may be necessary under Subsection D.2. "Adoption". (The administration of such leave shall be in accordance with Sections C.2. and D.6. of this Article.)

2. **Adoption** - The start of a family leave for adoption or foster care shall begin on a date reasonably close to the date the child is placed in the custody of the employee. Leave may be granted prior to placement if an absence from work is required.
3. **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.
4. **Employee's Own Health Condition** - 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.
5. **A Serious Health Condition** is defined as an illness, injury, impairment, or physical or mental condition that involves:
 - a. Any period of incapacity or treatment connected with inpatient care in a hospital, hospice, or residential medical care facility; or
 - b. A period of incapacity requiring an absence of greater than three days involving continuing treatment by or under the supervision of a health care provider; or
 - c. Any period of incapacity (or treatment therefore) due to a chronic or serious health condition; or
 - d. A period of incapacity that is permanent or long-term due to a condition for which treatment may not be effective; or
 - e. 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
 - f. Any period of incapacity due to pregnancy or for prenatal care.

6. **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. The City may require the employee to transfer temporarily to an available alternative position with equivalent compensation for which the employee is qualified that accommodates recurring periods of leave better than the employee's regular position. Employees who elect a part-time schedule shall receive prorated compensated time off benefits in accordance with LAAC Section 4.110 during the duration of their part-time schedule.

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

7. 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.
8. A personal leave beyond the four (4) month (nine [9] pay periods [720 days]) 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.
9. 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 C.1. of this Article shall automatically be considered to be on family and medical leave, effective the first day of the employee's absence.
10. The City has the right to verify the certification of a serious health condition by a health care provider for a leave under the provisions of this Article. The City shall allow the employee at least 15 calendar days to obtain the medical certification.

11. Upon return from family or medical leave, an employee shall be returned to his/her original job or to an equivalent job.

E. Notice Requirements

1. 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.

2. The City

In response to employee's request for family or medical leave, the City 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. The City may 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.

F. Applicable Time Off

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

1. Childbirth (Mother)

- a. Accrued sick leave (100% and 75%) or vacation for the entire period of disability that a health care provider certifies is necessary (including prenatal care or the mother's inability to work prior to the birth), may be taken at the employee's discretion.
- b. For the non-disability portion of childbirth leave (before delivery or after ["bonding"]), accrued vacation available at the start of the leave shall be used prior to the use of time under c., d., e., and f. below.
- c. Accrued 100% sick leave. The use of sick leave under this subsection is at the employee's discretion.
- d. 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.

- e. Unpaid leave.
- f. Accrued Fair Labor Standards Act (FLSA) compensatory time off may be used at the employee's discretion, with the City approval, after exhaustion of 100% sick leave (c. above). However, FLSA compensatory time off shall not be counted against the employee's four-month (nine [9] pay period [720 hours]) family or medical leave entitlement. Therefore, any use of FLSA compensatory time off under this Section shall extend the employee's family or medical leave by the total amount of FLSA compensatory time off used.

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

- a. Annual family illness sick leave up to fifteen (15) days may be used at the employee's discretion. Such leave may be taken before or after the vacation described in b. below.
- b. Accrued vacation available at the start of the leave shall be taken. Such time must be used prior to the use of time under c., d., e., and f. below.
- c. Accrued 100% sick leave. The use of sick leave under this subsection is at the employee's discretion.
- d. 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.
- e. Unpaid leave.
- f. Accrued Fair Labor Standards Act (FLSA) compensatory time off may be used at the employee's discretion, with the City approval, after exhaustion of 100% sick leave (c. above). However, FLSA compensatory time off shall not be counted against the employee's four-month (nine [9] pay period [720 hours]) family or medical leave entitlement. Therefore, any use of FLSA compensatory time off under this Section shall extend the employee's family or medical leave by the total amount of FLSA compensatory time off used.

3. Personal Medical Leave

- a. Accrued 100% sick leave may be used at the employee's discretion. Such leave may be taken before or after the vacation described in c. below.
- b. Accrued 75% sick leave may be used following use of all 100% sick leave at the employee's discretion. Such leave may be taken before or after the vacation described in c. below.
- c. Accrued vacation time.
- d. Unpaid leave.
- e. Accrued Fair Labor Standards Act (FLSA) compensatory time off may be used at the employee's discretion, with the City approval, after exhaustion of 100% sick leave (a. above). However, FLSA compensatory time off shall not be counted against the employee's four-month (nine [9] pay period [720 hours]) family or medical leave entitlement. Therefore, any use of FLSA compensatory time off under this Section shall extend the employee's family or medical leave by the total amount of FLSA compensatory time off used.

G. Sick Leave Rate of Pay

Payment for sick leave usage under F.1.c. and F.2.c. shall be at the regular accrued rate of 100% or 75% as appropriate.

H. Monitoring

The City 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 39 BILINGUAL DIFFERENTIAL

Notwithstanding LAAC Section 4.84, whenever an appointing authority determines that it is necessary or desirable that a position be filled by a person able to converse fluently in a language other than English, or write and interpret a language other than English, the appointing authority shall transmit to the Controller a written statement approving payment of a bilingual premium in accordance with LAAC Section 4.84(d).

ARTICLE 40 SAFETY

Section I

The City will make every reasonable effort to provide safe working conditions. The Association will encourage all employees in the Unit to perform their work in a safe manner. Each employee should be alert to unsafe practices, equipment and conditions, and should report any hazardous condition promptly to his/her immediate supervisor. Said supervisor must:

- A. Correct or eliminate the hazardous condition if correction or elimination thereof is within the authority and capability of the supervisor.
- B. Safeguard a hazardous condition in such a manner as to preclude injury to personnel and/or property damage, and promptly report the nature and location of the hazardous condition to the next level of supervision designated by departmental management for said purpose if elimination of the hazardous condition is not within the immediate supervisor's capability.
- C. Promptly report the problem to the next designated level of supervision or inform the Departmental Safety Coordinator about the problem if elimination of the hazardous condition is not within the capability of the second level of supervision to correct.

Section II

If the procedures for handling a reported hazardous condition are not initiated, or if initiated fail to affect a satisfactory solution of the problem within a reasonable time, the employee or his/her representative may call the City Occupational Safety Office and report such hazard.

Unresolved complaints hereunder may be referred to the State Safety Engineer for processing under the CAL/OSHA rules and regulations.

ARTICLE 41 MILITARY LEAVE

The City's present practices with regard to military leave with pay will be continued during the term of this MOU. Such practices shall be in accordance with LAAC Section 4.123.

ARTICLE 42 TRAINING AND PROFESSIONAL DEVELOPMENT

The parties agree to utilize the Joint Labor Management Committee for Training and Development (JL-MCTD) established in MOU 36 for the period this MOU is effective. The JL-MCTD will be responsible for developing and approving training programs for unit members and allocating the professional development funds provided below. The JL-MCTD will be composed of ten members with five appointed by the Association and five appointed by the City (i.e. General Manager Personnel). The JL-MCTD will choose its own chairperson from among its appointed members. The position of Chairperson shall rotate annually between Association and City-appointed members.

The City will establish a trust fund for professional training and development to be administered by the Personnel Department consistent with the decisions of the JL-MCTD. Unspent funds shall not revert to the City's General Fund at the end of the fiscal year, but shall remain in the trust fund. However, any unspent or unencumbered funds in the trust fund shall revert to the General Fund upon the implementation of a successor MOU.

ARTICLE 43 PROFESSIONAL DUES/REGISTRATION

Employees in classifications represented by the Association who require registration or professional membership as a condition of employment will have such expenses paid by the City. At Management's discretion, payment may either be made directly by the City to the appropriate organization or agency or may be reimbursed to the employee. In either case payment will only be on the basis of adequate documentation as required by the employee's appointing authority.

ARTICLE 44 WORKERS' COMPENSATION

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

During the term of this MOU, Management agrees to continue providing Workers' Compensation benefits in accordance with LAAC Section 4.104, except that salary continuation payments during absences for temporary disabilities arising from job-related injuries or illnesses shall be in an amount equal to the employee's regular biweekly, take-home pay at the time of incurring the disability condition. For the purposes of this article, take-home pay is defined as an employee's biweekly gross salary rate less the mandatory deductions for Federal and State income tax withholding, and employee retirement contributions.

ARTICLE 45 RELEASE TIME

- A. The appointing authority may grant elected officers or appointed representatives of the Union time off for employee organization representation activities. No more than one (1) employee in a Department or Bureau of the Department Public Works may be designated for such release time. A total of no more than eleven (11) employees for all bargaining units (4, 8, 14, 15, 17, 18, 36, and 63) shall be allowed release time under this Article. The Union shall submit a written request for release of an employee to the employee's Department Management, which shall include a list of all employees currently on release time for these Units. Such request shall be submitted at least 21 calendar days prior to the effective release date, specifying the starting and ending dates of release. The Union shall provide a copy of said request to the CAO. The employee shall fill out any necessary paperwork required by Management for his/her release.
- B. Whenever operationally feasible, the Department shall grant the time off request. When it is not possible to immediately grant the request, the Department shall provide an explanation in writing and specify a date when the employee can be released.
- C. Release time for a given employee shall be granted for a maximum of one year in any three-year period unless additional release time is approved by the CAO and the affected department.
- D. Employees shall be paid their current base hourly wage by the City while the employees are performing these duties for the Union.
- E. Employees shall retain all of the existing benefits, including but not limited to medical, dental, deferred compensation plan, retirement benefits and seniority accrual in their civil service class.

- F. The Union shall reimburse the City for all salary and benefits costs incurred as a result of release time, including, but not limited to, vacation, sick leave, compensated time off, retirement, short-term disability, life insurance, medical, dental and workers' compensation. The benefits cost shall be based on the benefits rates established by the CAO as contained in the City Budget in effect during the period of release time, and the cost of other benefits approved by the Joint Labor Management Benefits Committee that become effective during this period.
- G. Payment of any overtime worked while on release time shall be the responsibility of the Union.
- H. The CAO shall bill the Union and Union shall make payments to the CAO of all reimbursable costs identified in Section F above.
- I. An employee on release time shall submit weekly timesheets signed by the employee and the Union to their respective Personnel Director specifying the number of hours worked and use of any sick leave, vacation time, or compensated time off.
- J. Should an employee incur a work-related injury while on release time, he/she shall remain on release time with the Union during the period of injury-on-duty (IOD) or until the release time has ended, and shall continue to be counted in determining the eleven (11) employee maximum, as provided for above. The Union will reimburse the City for all IOD and Workers' Compensation related costs.
- K. When the employee returns from release time, he/she shall return to his/her civil service classification and pay grade at the time of release.
- L. The employee must have passed probation in his/her current class to be eligible for release time.
- M. The Union shall indemnify, defend, and hold the City and its officers and employees harmless against any and all claims, suits, demands, or other forms of liability that might arise out of or result from any action taken by an employee in the service of the Union.

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

ARTICLE 46 PROFESSIONAL CERTIFICATION BONUSES

Any employee in this unit who has earned and possesses a senior-level certification from the International Public Management Association for Human Resources (IPMA-HR) or the Society for Human Resources Management (SHRM); or a professional certification from the California Public Employers Labor Relations Association (CALPELRA) shall be eligible to receive compensation in addition to the employee's regular, base biweekly rate of 2.75%.

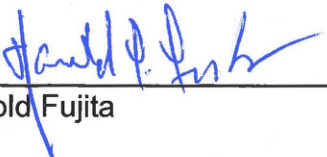
This additional pay shall be a pensionable adds to rate bonus that shall be used in calculating promotion differentials prescribed in LAAC Section 4.91(a)(1). This additional pay shall be administered at the beginning of the first full pay period after presentation to management.

This additional pay shall continue through the expiration date of the certification, as applicable. The employee bears the full responsibility of providing proof of certification and recertification to Management in order to receive this additional pay.

Employees in this unit who fail to gain recertification from the certifying agency shall cease being eligible for the additional pay described in this article.

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

LOS ANGELES PROFESSIONAL
MANAGERS' ASSOCIATION/
SEIU Local 721
Management Employees Unit



Harold Fujita

Oct. 26, 2016

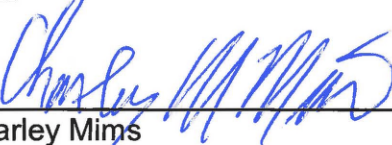
Date



Norma Gutierrez

OCTOBER 26, 2016

Date




Charley Mims
Executive Director, LAPMA

October 26, 2016

Date

Approved as to form:



Jody L. Klipple
SEIU 721

10/26/16

Date

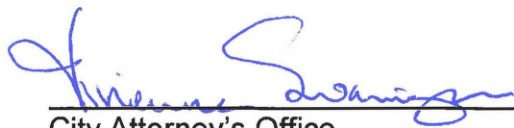
CITY OF LOS ANGELES
Representatives



Miguel A. Santana
City Administrative Officer

10/26/16.

Date



City Attorney's Office

10/27/16

Date

Appendix A

MOU 63

Salaries Operative on November 13, 2016

Class Code	Title	Range	Annual Salary
1714-1	Personnel Director I	5161	\$ 107,761 -- \$ 157,602
1714-2	Personnel Director II	5446	\$ 113,712 -- \$ 166,225
1714-3	Personnel Director III	5876	\$ 122,690 -- \$ 179,400

Appendix A Range Tables

MOU 63

Operative on November 13, 2016

		Salary Step														
Range		1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
5161	HR	\$ 51.61	\$ 53.03	\$ 54.49	\$ 55.99	\$ 57.53	\$ 59.11	\$ 60.74	\$ 62.41	\$ 64.13	\$ 65.89	\$ 67.71	\$ 69.57	\$ 71.49	\$ 73.46	\$ 75.48
	BW	\$ 4,129	\$ 4,242	\$ 4,359	\$ 4,479	\$ 4,602	\$ 4,729	\$ 4,859	\$ 4,993	\$ 5,130	\$ 5,271	\$ 5,417	\$ 5,566	\$ 5,719	\$ 5,877	\$ 6,038
	YR	\$ 107,761	\$ 110,726	\$ 113,775	\$ 116,907	\$ 120,122	\$ 123,421	\$ 126,825	\$ 130,312	\$ 133,903	\$ 137,578	\$ 141,378	\$ 145,262	\$ 149,271	\$ 153,384	\$ 157,602
5446	HR	\$ 54.46	\$ 55.96	\$ 57.50	\$ 59.08	\$ 60.71	\$ 62.38	\$ 64.09	\$ 65.85	\$ 67.66	\$ 69.52	\$ 71.43	\$ 73.39	\$ 75.41	\$ 77.48	\$ 79.61
	BW	\$ 4,357	\$ 4,477	\$ 4,600	\$ 4,726	\$ 4,857	\$ 4,990	\$ 5,127	\$ 5,268	\$ 5,413	\$ 5,562	\$ 5,714	\$ 5,871	\$ 6,033	\$ 6,198	\$ 6,369
	YR	\$ 113,712	\$ 116,844	\$ 120,060	\$ 123,359	\$ 126,762	\$ 130,249	\$ 133,819	\$ 137,494	\$ 141,274	\$ 145,157	\$ 149,145	\$ 153,238	\$ 157,456	\$ 161,778	\$ 166,225
5876	HR	\$ 58.76	\$ 60.38	\$ 62.04	\$ 63.75	\$ 65.50	\$ 67.30	\$ 69.15	\$ 71.05	\$ 73.01	\$ 75.02	\$ 77.08	\$ 79.20	\$ 81.38	\$ 83.62	\$ 85.92
	BW	\$ 4,701	\$ 4,830	\$ 4,963	\$ 5,100	\$ 5,240	\$ 5,384	\$ 5,532	\$ 5,684	\$ 5,841	\$ 6,002	\$ 6,166	\$ 6,336	\$ 6,510	\$ 6,690	\$ 6,874
	YR	\$ 122,690	\$ 126,073	\$ 129,539	\$ 133,110	\$ 136,764	\$ 140,522	\$ 144,385	\$ 148,352	\$ 152,444	\$ 156,641	\$ 160,943	\$ 165,369	\$ 169,921	\$ 174,598	\$ 179,400

Appendix B

MOU 63

Salaries Operative on June 25, 2017

Class Code	Title	Range	Annual Salary
1714-1	Personnel Director I	5279	\$ 110,225 -- \$ 161,151
1714-2	Personnel Director II	5569	\$ 116,280 -- \$ 170,004
1714-3	Personnel Director III	6010	\$ 125,488 -- \$ 183,472

Appendix B Range Tables

MOU 63

Operative on June 25, 2017

		Salary Step														
Range		1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
5279	HR	\$ 52.79	\$ 54.24	\$ 55.73	\$ 57.26	\$ 58.84	\$ 60.46	\$ 62.12	\$ 63.83	\$ 65.58	\$ 67.38	\$ 69.24	\$ 71.14	\$ 73.10	\$ 75.11	\$ 77.18
	BW	\$ 4,223	\$ 4,339	\$ 4,458	\$ 4,581	\$ 4,707	\$ 4,837	\$ 4,970	\$ 5,106	\$ 5,246	\$ 5,390	\$ 5,539	\$ 5,691	\$ 5,848	\$ 6,009	\$ 6,174
	YR	\$ 110,225	\$ 113,253	\$ 116,364	\$ 119,558	\$ 122,857	\$ 126,240	\$ 129,706	\$ 133,277	\$ 136,931	\$ 140,689	\$ 144,573	\$ 148,540	\$ 152,632	\$ 156,829	\$ 161,151
5569	HR	\$ 55.69	\$ 57.22	\$ 58.80	\$ 60.42	\$ 62.08	\$ 63.79	\$ 65.54	\$ 67.34	\$ 69.19	\$ 71.09	\$ 73.05	\$ 75.06	\$ 77.12	\$ 79.24	\$ 81.42
	BW	\$ 4,455	\$ 4,578	\$ 4,704	\$ 4,834	\$ 4,966	\$ 5,103	\$ 5,243	\$ 5,387	\$ 5,535	\$ 5,687	\$ 5,844	\$ 6,005	\$ 6,170	\$ 6,339	\$ 6,514
	YR	\$ 116,280	\$ 119,475	\$ 122,774	\$ 126,156	\$ 129,623	\$ 133,193	\$ 136,847	\$ 140,605	\$ 144,468	\$ 148,435	\$ 152,528	\$ 156,725	\$ 161,026	\$ 165,453	\$ 170,004
6010	HR	\$ 60.10	\$ 61.75	\$ 63.45	\$ 65.19	\$ 66.99	\$ 68.83	\$ 70.73	\$ 72.68	\$ 74.67	\$ 76.72	\$ 78.83	\$ 81.00	\$ 83.23	\$ 85.52	\$ 87.87
	BW	\$ 4,808	\$ 4,940	\$ 5,076	\$ 5,215	\$ 5,359	\$ 5,506	\$ 5,658	\$ 5,814	\$ 5,974	\$ 6,138	\$ 6,306	\$ 6,480	\$ 6,658	\$ 6,842	\$ 7,030
	YR	\$ 125,488	\$ 128,934	\$ 132,483	\$ 136,116	\$ 139,875	\$ 143,717	\$ 147,684	\$ 151,755	\$ 155,910	\$ 160,191	\$ 164,597	\$ 169,128	\$ 173,784	\$ 178,565	\$ 183,472

Appendix C

MOU 63

Salaries Operative on June 10, 2018

Class Code	Title	Range	Annual Salary
1714-1	Personnel Director I	5398	\$ 112,710 -- \$ 164,784
1714-2	Personnel Director II	5695	\$ 118,911 -- \$ 173,888
1714-3	Personnel Director III	6146	\$ 128,328 -- \$ 187,648

Appendix C Range Tables

MOU 63

Operative on June 10, 2018

Range		Salary Step														
		1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
5398	HR	\$ 53.98	\$ 55.46	\$ 56.99	\$ 58.56	\$ 60.17	\$ 61.82	\$ 63.52	\$ 65.27	\$ 67.06	\$ 68.90	\$ 70.80	\$ 72.75	\$ 74.75	\$ 76.81	\$ 78.92
	BW	\$ 4,318	\$ 4,437	\$ 4,559	\$ 4,685	\$ 4,814	\$ 4,946	\$ 5,082	\$ 5,222	\$ 5,365	\$ 5,512	\$ 5,664	\$ 5,820	\$ 5,980	\$ 6,145	\$ 6,314
	YR	\$ 112,710	\$ 115,900	\$ 118,995	\$ 122,273	\$ 125,634	\$ 129,080	\$ 132,629	\$ 136,283	\$ 140,021	\$ 143,863	\$ 147,830	\$ 151,902	\$ 156,078	\$ 160,379	\$ 164,784
5695	HR	\$ 56.95	\$ 58.52	\$ 60.13	\$ 61.78	\$ 63.48	\$ 65.23	\$ 67.02	\$ 68.86	\$ 70.76	\$ 72.71	\$ 74.71	\$ 76.76	\$ 78.88	\$ 81.05	\$ 83.28
	BW	\$ 4,556	\$ 4,682	\$ 4,810	\$ 4,942	\$ 5,078	\$ 5,218	\$ 5,362	\$ 5,509	\$ 5,661	\$ 5,817	\$ 5,977	\$ 6,141	\$ 6,310	\$ 6,484	\$ 6,662
	YR	\$ 118,911	\$ 122,189	\$ 125,551	\$ 128,996	\$ 132,546	\$ 136,200	\$ 139,937	\$ 143,779	\$ 147,746	\$ 151,818	\$ 155,994	\$ 160,274	\$ 164,701	\$ 169,232	\$ 173,888
6146	HR	\$ 61.46	\$ 63.15	\$ 64.89	\$ 66.67	\$ 68.51	\$ 70.39	\$ 72.33	\$ 74.32	\$ 76.36	\$ 78.46	\$ 80.62	\$ 82.84	\$ 85.12	\$ 87.46	\$ 89.87
	BW	\$ 4,917	\$ 5,052	\$ 5,191	\$ 5,334	\$ 5,481	\$ 5,631	\$ 5,786	\$ 5,946	\$ 6,109	\$ 6,277	\$ 6,450	\$ 6,627	\$ 6,810	\$ 6,997	\$ 7,190
	YR	\$ 128,328	\$ 131,857	\$ 135,490	\$ 139,206	\$ 143,048	\$ 146,974	\$ 151,025	\$ 155,180	\$ 159,439	\$ 163,824	\$ 168,334	\$ 172,969	\$ 177,730	\$ 182,616	\$ 187,648

City of Los Angeles

Los Angeles Professional Managers' Association Personnel Director Unit MOU 63

November 13, 2016, through June 23, 2018



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