

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

UNION ACCESS TO NEW EMPLOYEE ORIENTATIONS

A. PARTIES

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

B. PURPOSE

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

C. TERM

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

D. AMENDMENTS, MODIFICATIONS, OR OTHER CHANGES

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

E. ENFORCEABILITY

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

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

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

1. The Union and employing department shall discuss and arrange a new date and time for Union access. The discussion between the Union and employing department shall occur no later than one (1) day following the initially scheduled new employee orientation.
2. The Union and employing department shall mutually agree to a make-up date for Union access. Union access to new employees shall be provided not more than five (5) business days from the initial new employee orientation date or some other date mutually agreed upon by the Union and employing department.
3. After mutual agreement on a make-up date, the employing department shall confirm in writing to the Union the new union access date, time, and location.
4. The employing department shall require the subject new hires to attend the Union's presentation on the make-up date.
5. If a dispute remains after implementation of this provision or for any other matters relating to this Agreement, the parties agree that they may advance a grievance directly to the step just prior to arbitration, and continue processing in accordance with the applicable MOU grievance and arbitration provisions.

F. DEFINITIONS

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

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

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

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

G. UNION ACCESS TO NEW EMPLOYEE ORIENTATIONS

1. The City shall provide the Union access to new employee orientations:
 - a. within thirty (30) calendar days of placing a new hire on the City payroll; or,
 - b. within forty-five (45) business days of the physical start date of a new hire; or,
 - c. on some other date and time mutually agreed upon by the Union and employing department.
2. Attendance at a new employee orientation by all new hires shall be mandatory.

H. NOTICE OF NEW EMPLOYEE ORIENTATION

1. The City shall provide written notice of new employee orientations to the impacted Union(s) no less than ten (10) calendar days prior to the event, regardless of the number of employees. [A single new hire is sufficient to require notice to the Union(s).]
2. Shorter notice than ten (10) calendar days may be provided to the Union(s) by the City in instances where there is an urgent hiring need critical to City operations that was not reasonably foreseeable, and where an employing department is awaiting the results of pre-employment information upon which hiring is contingent. This provision shall not be construed to regularly permit notice of less than ten (10) calendar days.
3. The written notice shall contain the anticipated number of new hires, their job class code and title, work location, and bargaining unit number and the designated time for the Unions' presentation.

I. UNION PRESENTATION DURING NEW EMPLOYEE ORIENTATION

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

2. If more than one Union is presenting during a new employee orientation, not more than a total of thirty (30) minutes will be permitted for the Unions to use collectively.
3. Management will continue its practices of the dissemination of Union information to each new employee in accordance with applicable MOU provision(s), and any additional Union materials may be provided by the Union during the presentation.
4. Management shall determine the appropriate segment of the orientation for the Union presentation.
5. Both Union and Management representatives shall not interfere with the presentation of the other and shall at all times conduct themselves in a professional manner avoiding and refraining from any conduct that would tend to disparage the other during any new employee orientations.

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

1. At the request of the Union, paid City time off (release time) shall be granted for a union steward of record to participate in the Union presentation segment of a new employee orientation. The release time shall be granted for a maximum of thirty (30) minutes, not including reasonable travel time, during those hours that coincide with the union steward's regular work shift. The same union steward of record shall participate in no more than two (2) new employee orientations per month unless the employing department holds more than two orientations per month or permits otherwise.
2. Only one (1) union steward of record per individual Union shall be released to participate in a new employee orientation. The union steward shall be an employee of the employing department for which the new employee orientation is provided unless the parties agree otherwise.
3. Permission to leave work shall be granted by the employing department unless the absence would cause an undue interruption of work. If permission cannot be granted, the employing department shall provide the Union an alternative presentation date and time that is not more than five (5) business days beyond the initial new employee orientation date. This date will be specifically reserved for Union presentation up to the time limits prescribed in this Agreement. All new hires present for the initial new employee orientation shall be notified of the special date and time of the Union presentation and shall be required to attend on City time.

4. Union stewards shall not receive overtime for participating in or performing activities associated with the union presentation segment of any new employee orientation.
5. The Union shall provide the CAO with a written list of a reasonable number of employees who have been designated Union Stewards and revised lists within thirty (30) calendar days of any changes in these designations. The union stewards must be members of the Union.

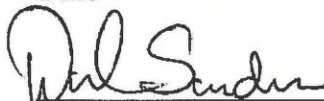
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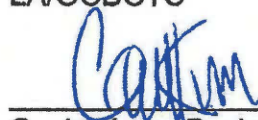
FOR THE COALITION:

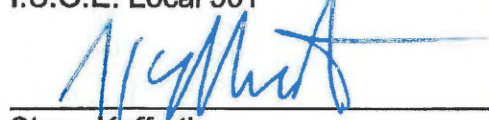

Victor M. Gordo
LIUNA Local 777

6/21/2019
Date


David Sanders
SEIU Local 721

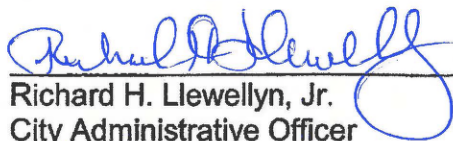

Chris Hannan, Council Representative
LA/OCBCTC


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

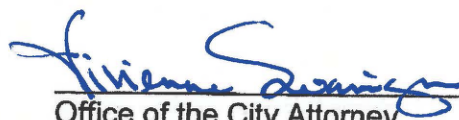

Steve Koffroth
AFSCME District Council 36


Carlos Rubio
Teamsters Local 911

FOR THE CITY:


Richard H. Llewellyn, Jr.
City Administrative Officer
7/26/19
Date

Approved as to Form and Legality:


Office of the City Attorney
7/26/19
Date