MEMORANDUM OF UNDERSTANDING
FOR JOINT SUBMISSION TO THE CITY COUNCIL
REGARDING THE
SENIOR ADMINISTRATIVE AND ADMINISTRATIVE ANALYSTS UNIT
(MOU #61)

THIS MEMORANDUM OF UNDERSTANDING made and entered into this 27th day of September, 2019

BY AND BETWEEN

THE CITY OF LOS ANGELES

AND THE

FISCAL AND POLICY PROFESSIONALS ASSOCIATION

June 23, 2019 through June 30, 2022

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SECTION 1.0 GENERAL PROVISIONS

ARTICLE 1.1 RECOGNITION

The Employee Relations Board (ERB) certified the Fiscal and Policy Professionals Association (FPPA or Association) as the majority representative of the Senior Administrative Analysts and Administrative Analysts Unit (Unit) on October 22, 2007. As such, the City of Los Angeles (Management) hereby recognizes FPPA as the exclusive representative of employees in the Unit. The term "employee," as used herein, shall refer only to employees in the classifications listed in the appendices to this Memorandum Of Understanding (MOU) as well as such classes that may be added hereafter to the Unit by the ERB.

ARTICLE 1.2 PARTIES TO THIS MOU

This MOU is entered into by the City Administrative Officer (CAO), as the authorized Management representative of the City, and the authorized representatives of the Association.

ARTICLE 1.3 MOU IMPLEMENTATION

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

A. The Association has notified the CAO in writing that it has approved this MOU in its entirety; and,

B. The City Council has approved this MOU in its entirety. Where resolutions, ordinances, or amendments to applicable codes are required, this MOU shall not be binding, in whole or in part, until all such resolutions, ordinances, or amendments become effective.

ARTICLE 1.4 FULL UNDERSTANDING

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that any prior or existing understandings or agreements by the parties, whether formal or informal, are hereby superseded or terminated.

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

B. The parties agree that any changes mutually agreed to shall not be binding upon the parties unless and until they have been implemented in accordance with Article 1.3.

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

ARTICLE 1.5 TERM

A. The term of this MOU shall commence on the date when the terms and conditions for its effectiveness, as set forth in Article 1.3, are fully met, but in no event shall this MOU become effective prior to June 23, 2019. This MOU shall expire and otherwise be fully terminated on June 30, 2022, at 11:59 p.m.

B. Notwithstanding the above and unless otherwise specified in this MOU, 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 1.6 to their mutual satisfaction, and are continuing to meet and confer in good faith.

ARTICLE 1.6 CALENDAR FOR A SUCCESSOR MOU

In the event the Association or Management desires a successor MOU, said party shall serve upon the other written notice no sooner than 180 calendar days and no later than 90 calendar days prior to the expiration of this MOU. Meet and confer sessions shall begin no later than 30 calendar days following the receipt of written notice, unless agreed to and specified otherwise by mutual consent.

ARTICLE 1.7 OBLIGATION TO SUPPORT

During the period of time the proposed MOU is being considered by the Mayor, City Council, and Council Committees, neither the Association nor Management, nor their authorized representatives, will appear before the Mayor, City Council, or Council Committees, nor meet with the Mayor or members of the City Council individually to advocate any addition or deletion to the terms and conditions of this MOU. This Article shall not preclude the parties from appearing before the Mayor, City Council, or Council Committees, nor meeting with individual members of the City Council to advocate or urge the adoption of this MOU.

ARTICLE 1.8 PROVISIONS OF LAW AND SEPARABILITY

A. If any term or provision of this MOU is found to be in conflict with any City, State, or Federal law, the parties agree to meet promptly and as often as necessary to expeditiously renegotiate said term or provision.

B. All other terms and provisions of this MOU shall remain in full force and effect during the period of such renegotiations and thereafter until their normal expiration date.

ARTICLE 1.9 MANAGEMENT RIGHTS

As the responsibility for the management of the City and direction of its work force is vested exclusively in its City officials and department heads whose powers and duties are specified by law, it is mutually understood that except as specifically set forth herein no provisions in this MOU shall be deemed to limit or curtail the City officials and department heads in any way in the exercise of the rights, powers and authority which they had prior to the effective date of this MOU. The City retains all rights of management, except as specifically enumerated herein. The Association recognizes that these rights, powers, and authority include but are not limited to the right to determine the mission of its constituent departments, offices and boards, set standards of services to be offered to the public, exercise control and discretion over the City's organization and operations, take disciplinary action for proper cause, relieve City employees from duty because of lack of work, lack of funds or other legitimate reasons, determine the methods, means and personnel by which the City's operations are to be conducted, take all necessary actions to maintain uninterrupted service to the community and carry out its mission in emergencies; provided, however, that the exercise of these rights does not preclude employees and their representatives from consulting or raising grievances about the practical consequences that decisions on these matters may have on wages, hours, and other terms and conditions of employment.

ARTICLE 1.10 NO STRIKE – NO LOCKOUT

A. The City of Los Angeles is engaged in public services requiring continuous operations that are necessary to maintain the health and safety of all citizens. The obligation to maintain these public services is imposed upon the City and the Association during the term of this MOU and the certification of the Association as the exclusive representative of the employees in this Unit.

B. In consideration of the obligation to maintain public services, the City agrees that there shall be no lockout, or the equivalent, of the members of the Unit, and the Association agrees that there shall be no strike, sympathy strike, or other concerted action resulting in the withholding of service by the members of the Unit during the term of this MOU. In the event of a work action by the Unit members, the Association shall make concerted and reasonable efforts to ensure the return of its Unit members to work. Failure by the Association to act or failure of the Association's actions to secure the return of striking employees shall constitute sufficient cause for the City to take whatever corrective action it deems appropriate against an involved employee.

C. The curtailment of operations by the City in whole or in part for operational or economic reasons shall not be construed as a lockout.

D. The provisions of this Article are not intended to conflict in any way from any restrictions imposed by law on strikes, sympathy strikes, or other types of work stoppages by public employees.

SECTION 2.0 ASSOCIATION SECURITY

ARTICLE 2.1 UNIT MEMBERSHIP LIST

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

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

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

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

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

E. The City will not furnish to the Association an individual employee's home address, home telephone, personal cellular telephone, personal email, or date of birth if the employee has submitted a written request to the City pursuant to Government Code Section 62543(c) objecting to disclosure of such information.

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

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

ARTICLE 2.2 USE OF CITY FACILITIES

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

B. The Association will pay all required fees and costs associated with use of a facility and will address and be responsible for any and all special set-up, security, cleanup, and related needs for the facility.

ARTICLE 2.3 BULLETIN BOARDS

The CAO agrees to provide one bulletin board for use by the Association upon which all official communications from the Association shall be posted. The Association shall clearly print a removal date on all posted materials. Management shall have the right to remove any material that is believed to be inappropriate for placement in the workplace.

SECTION 3.0 GRIEVANCES

ARTICLE 3.1 GRIEVANCE PROCEDURE

A. Statement Of Intent

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

B. Definition

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

1. An impasse in meeting and conferring upon the terms of a proposed MOU.

2. Any matter for which an administrative remedy is provided before the Civil Service Commission.

3. Any issue that the parties agree to refer to another administrative resolution process.

C. General Provisions

1. Binding Election of Procedure

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

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

a. "Business days" shall be defined as Monday through Friday, exclusive of City Holidays, as defined in Article 7.5 of this MOU.

b. 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

a. At any step following the Informal Discussion in the grievance process, the Association or Management may request mediation, by

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

b. 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.

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

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

e. 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

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

1. Suspensions without pay

2. Allegations of failure to accommodate medical restrictions

3. Allegations of retaliation

4. Whistleblower complaints

b. Additional issues may be waived to the General Manager level upon mutual agreement of the Association and Management.

D. Grievance Process

Step 1 Issue Identification and Informal Discussion

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

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

Step 2

1. If the issue is not resolved at Step 1, or jointly referred to another administrative procedure for resolution, the employee may, within ten (10) business days of receiving the response from the immediate supervisor, serve a grievance initiation form with the immediate supervisor (or another member of management if the immediate supervisor is not available within the ten day filing period), who will accept it on behalf of Management and immediately forward it to the appropriate Assistant City Administrative Officer (ACAO).

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

Step 3

If the grievance is not resolved at Step 2, the employee may serve a written appeal to the CAO, or designee, within ten (10) business days following (a) receipt of the

written response at Step 2, or (b) the last day of the response period provided for in Step 2. The CAO or designee shall meet with the employee within ten (10) business days of the date of service of the appeal, discuss the facts, and solicit information on possible alternative solutions. A written response will be provided to the employee within twenty (20) business days from the date of meeting with the employee.

Step 4 Arbitration

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

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

    a. Arbitration of a grievance hereunder shall be limited to the formal grievance as originally filed by the employee to the extent that said grievance has not been satisfactorily resolved. The proceedings shall be conducted in accordance with applicable rules and procedures adopted or specified by the Employee Relations Board, unless the parties hereto agree to other rules or procedures for the conduct of such arbitration. The fees and expenses of the arbitrator shall be shared equally by the parties involved, it being mutually understood that all other expenses including, but not limited to, fees for witnesses, transcripts, and similar costs incurred by the parties during such arbitration, will be the responsibility of the individual party incurring same.

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

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

E. Procedure for Grievances Affecting a Group of Employees

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

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

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

ARTICLE 3.2 GRIEVANCE REPRESENTATION

A. The Association may designate a reasonable number of grievance representatives who must be employees of the Unit and shall provide the CAO with a written list of employees who have been so designated. The Association is responsible for providing Management with any updates to the list. A grievance representative, if so requested by a grievant, may represent a grievant at all levels of the grievance procedure.

B. The grievant and the representative may have a reasonable amount of paid time off for the purpose of grievance presentation.

C. The grievant's supervisor must concur regarding the necessary time off for grievance presentation at the appropriate level. The grievant shall notify the representative of the meeting arrangements.

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

SECTION 4.0 ON THE JOB

ARTICLE 4.1 SAFETY

A. Management will make every reasonable effort to provide safe working conditions. The Association will encourage all employees 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. Supervisors will take all available and necessary action(s) as is practicable to address the hazard(s) and the surrounding condition(s).

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

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

ARTICLE 4.2 PERSONNEL FOLDERS

A. An employee shall be entitled to review the contents of any of his/her departmental personnel folder(s) at reasonable intervals, upon request, during regular work hours. Such review shall not interfere with normal business operations.

B. No evaluatory 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 for his/her records. The employee shall acknowledge that he/she has reviewed and received a copy of the document by signing it with the understanding that such signature does not necessarily indicate agreement with its contents.

C. A written reprimand or “Notice to Correct Deficiencies” will be sealed upon the written request of an affected employee if he/she has not been involved in any subsequent, related incidents that resulted in written corrective counseling or other Management action for a period of five years from the date the most recent notice was issued or Management action taken, whichever is later.

D. Pursuant to the above paragraph, sealed documents shall be available if subpoenaed or requested through another legitimate legal avenue.

ARTICLE 4.3 REST AND MEAL PERIODS

A. Each employee shall be granted a minimum 15-minute paid rest period in each four-hour period of work; provided, however, that no such rest period shall be taken during the first or last hour of an employee's working day nor in excess of 15 minutes without the express consent of the designated supervisor.

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

C. Each employee shall be scheduled to take an unpaid meal period of at least 30 minutes in the course of a full work day. The unpaid meal period shall not be taken during the first or last hour of an employee's working day. The duration of an unpaid meal period may be longer than 30 minutes by mutual agreement between the employee and his/her supervisor.

SECTION 5.0 WORK SCHEDULES

ARTICLE 5.1 WORK SCHEDULES

A. Pursuant to the Fair Labor Standards Act (FLSA), 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. The designated workweek for an employee may be changed only if the change is intended to be permanent and not designed to evade overtime requirements of the FLSA. Management may assign employees to work a 5/40 or 9/80 work schedule. Management may require employees to change their work schedules (working hours or change days off, except the split day) within the same FLSA work week, provided that the change is not arbitrary, capricious, or discriminatory. In the event Management's actions are shown to be arbitrary, capricious, or discriminatory before an arbitrator, the award of the arbitrator shall be to reverse the action of Management.

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

C. Employees who work on a schedule other than 5/40 shall have their sick leave, vacation and holiday credits accrued at the same hourly rate as employees on the 5/40 schedule.

SECTION 6.0 COMPENSATION

ARTICLE 6.1 SALARIES

The parties to this MOU jointly recommend to the City Council approval of the salaries set forth in the attached Salary Appendices. Effective October 13, 2019, Appendix B will represent a conversion of the 15-Step salary range program to a 12-Step salary range program for employees in this Unit.

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

Appendix A – Effective October 28, 2018
Appendix B – Effective October 13, 2019 (Structural Changes)
Appendix C – Effective January 19, 2020
Appendix D – Effective January 31, 2021
Appendix E – Effective January 30, 2022
Appendix F – Effective June 19, 2022

Note: The operative dates for all Appendices coincide with the beginning of payroll periods.

A. SALARY STEPS

1. Employees hired into trainee-level positions (Targeted Local Hire) shall be hired at Step 1 and shall remain on Step 1 for the duration of a twelve (12) month probationary period.

2. Employees hired into non-trainee positions shall be hired at Step 2 (or appropriate higher step in accordance with applicable MOU provisions or LAAC Section 4.90).

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

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

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

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

B. SALARY ADJUSTMENTS

The following salary adjustments are reflected in appendices C-F above and apply to all Unit employees:

Effective January 19, 2020, the base hourly wages for all Unit employees shall be increased by 2.75%.

Effective January 31, 2021, the base hourly wages for all Unit employees shall be increased by 2.0%.

Effective January 30, 2022, the base hourly wages for all Unit employees shall be increased by 2.0%.

Effective June 19, 2022, the base hourly wages for all Unit employees shall be increased by 1.50%.

In addition to the base wage salary adjustments listed above, each bargaining unit member shall receive a non-pensionable cash payment equivalent to 1.4% of their annual base salary as of July 1, 2019. Bargaining unit members on active payroll status on July 1, 2019 are eligible for payment. The payouts shall have applicable taxes withheld. It is anticipated that the checks will be provided for distribution by December 31, 2019.

PROMOTIONAL DIFFERENTIAL

Notwithstanding provisions of the LAAC, if the rate of the top step of the salary range for an employee who promotes from (1) one pay grade or classification represented in this MOU to another pay grade or classification represented in this MOU or (2) a classification not represented in this MOU to a pay grade or classification represented in this MOU, and the top step rate of the salary for the new position into which the employee is promoting is higher than the top step rate of the salary range for the former position, then the employee shall be placed on the lowest step within the salary range for the new position which provides at least a 5.5% increase over the rate received in the former position. Any regularly assigned bonus or premium compensation amounts shall be included in calculating the appropriate step rate for the new position.

ARTICLE 6.2 OVERTIME

A. The parties understand that some of the employees covered by this MOU may be covered by the Fair Labor Standards Act of 1938, as amended, 29 U.S.C. Section 210 et seq. (FLSA). To the extent that any provision herein conflicts with the FLSA, employees covered by the FLSA shall receive benefits required thereunder and any additional benefits set forth herein if compatible with the FLSA.

B. Distribution of Overtime

Management will attempt to assign overtime work as equitably as possible among all qualified employees in the same classification and organizational unit. However, Management may consider special skills required to perform particular work. No employee shall work overtime without prior approval from his or her supervisor. FLSA non-exempt employees may not work outside of scheduled working hours, or during unpaid meal periods, without the prior approval of a supervisor, consistent with department policy. Failure to secure prior approval may result in discipline. Working and not recording the time is similarly prohibited.

C. Non-emergency Overtime

Whenever Management deems it necessary to perform non-emergency work on an overtime basis, Management will give employees required to work as much advance notice as is practicable.

D. Rate and Method of Compensation – FLSA Non-Exempt Employees

Effective the first full pay period following City Council adoption, compensation for overtime worked shall be for all hours worked in excess of 40 hours during an employee's scheduled work week including all absences with pay authorized by law. Management shall have the discretion to determine whether overtime compensation shall be in cash or time off. Overtime compensation shall be in time off at the rate of one and-one-half (1½) hours for each hour of overtime worked or at the rate of one and-one-half (1½) times the employee's regular rate of pay.

E. Compensatory Time Off

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

2. In accordance with FLSA, no employee shall lose CTO. An employee who has requested the use of CTO must be permitted by Management to use such time within a reasonable time period after making the request unless

doing so would unduly disrupt City or department operations. This standard does not apply to non-FLSA overtime (i.e., overtime earned pursuant to this agreement that does not meet the FLSA definition of overtime). Under no circumstances shall more than 240 hours of CTO be accumulated.

ARTICLE 6.3 SALARIED EMPLOYEES

A. Employees in the class and pay grade of Senior Administrative Analyst II shall be treated as salaried employees, in accordance with the provisions of the Fair Labor Standards Act.

B. Salaried employees may be assigned a 5/40 or 9/80 schedule at the discretion of Management. Notwithstanding any LAAC or MOU provisions or other City department rules and regulations to the contrary, these employees shall not be required to record specific hours of work for compensation purposes, although hours may be recorded for other purposes. These employees will be paid the predetermined salary for each biweekly pay period, as indicated in the appropriate appendices to this MOU, and shall not receive overtime compensation. Salaried employees shall not be subject to deductions from salary or any leave banks for absence from work for less than a full workday when such absences are occasional partial day absences that are authorized by the appropriate supervisor. Partial day absences that are long-term or recurring (e.g., intermittent leave/reduced work schedule for purposes of Family/Medical Leave) are subject to deductions from salary or leave banks.

C. Salaried employees shall not be subject to disciplinary suspension for a period of less than a workweek (seven days; half of the biweekly pay period) unless based on violations of a safety rule of major significance or misconduct.

D. The CAO may grant time off for extra hours worked due to unusual situations.

ARTICLE 6.4 SALARY STEP ADVANCEMENT

A. Notwithstanding LAAC Section 4.92, subsections (a), (c), (d), and (f)(1), the following salary step advancement procedures shall apply to all employees of this Unit who are appointed or promoted on or after July 1, 2008, to classifications that are compensated on a salary range.

B. Full-time Employees

1. The First Salary Step Advancement Following Initial Appointment or Promotion

   The first salary step advancement for an employee in this Unit who has been initially appointed to City service or who has been appointed or assigned (through pay grade advancement) to a position on a higher salary

range shall occur at the beginning of the payroll period following completion of 2,080 regular paid hours and 12 months of service. This date shall become the employee's step advancement date, except under the circumstances in section C below.

2. Subsequent Step Advancement

Each subsequent step advancement shall occur at the beginning of the payroll period following the completion of 2,080 additional regular paid hours and in accordance with Article 6.1, A, except under the circumstances in section C below, until the top step has been reached.

3. Extension of Step Advancement Date – Uncompensated Hours

Uncompensated absences of sixteen days (128 hours for employees on a work schedule other than 5/40) or less during the 2,080-hour qualifying period and during each subsequent 2,080-hour annual 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 Article 7 of Division 4 of the LAAC shall not have their step advancement date changed due to their workers' compensation status.

4. 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.

5. 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.

C. Part-time Employees / Civil Service 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.

ARTICLE 6.5 ADDITIONAL COMPENSATION

The CAO shall have the authority and sole discretion to provide additional compensation to any employee in the amount of one to four premium levels (in premium-level increments) above the salary step to which the employee is so assigned. A decision by the CAO to remove such additional compensation (thereby returning an employee to his/her regular base pay rate for the step to which they are so assigned) shall not be grievable or arbitrable.

Additional compensation provided for under this Article is an “add to rate” and shall be pensionable.

ARTICLE 6.6 SUBPOENAED AS A WITNESS

A. Whenever an employee is served with a subpoena by a court of competent jurisdiction which compels 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 such appearance. This Article is not applicable to appearances for which the employee receives compensation in excess of his/her regular earnings.

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

ARTICLE 6.7 JURY SERVICE

An employee called to serve on a jury shall do so and be compensated commensurate with LAAC section 4.111.

ARTICLE 6.8 MILITARY LEAVE

A. Every employee who qualifies for and is granted a military leave, whether temporary or otherwise, pursuant to the provisions of the Military and Veterans Code of the State of California, shall, before he/she is paid his/her salary or compensation during such leave, or any part thereof, as provided in said Code, furnish to his/her appointing authority two certified copies of his/her orders, one (1) copy to be filed in the department in which he/she is employed and the other with the City Controller. In lieu of the orders, the employee shall furnish to the appointing authority, on forms provided by the City Controller, certified evidence of his/her entry into active service in the armed forces of the United States and the date thereof. Any certification required by this Article may be made by any

commissioned officer of such armed forces. The Controller shall have power at any time to require such additional satisfactory evidence of the entry of such employee into active service in such armed forces and of the actual performance by the employee of ordered military duty during all or any part of such leave.

B. In determining whether an employee has been in the service of the City for a period of not less than one year immediately prior to the date on which the absence begins, continuous service shall be required.

C. Employees called into active military service (other than temporary military leave) shall accrue vacation time, and be entitled to the cash-out of accrued, but unused vacation time, in accordance with Article 7.6, Vacation, Section B of this MOU.

SECTION 7.0 BENEFITS

ARTICLE 7.1 HEALTH AND DENTAL PLANS

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

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

C. Health Plans

1. The health plans offered and benefits provided by those plans shall be those approved by the JLMBC and administered by the Personnel Department, in accordance with LAAC section 4.303.

2. For each full-time employee who is a member of the Los Angeles City Employees' Retirement System, Management agrees to contribute a monthly subsidy equal to the cost of the medical plan selected by an employee, the amount of which shall not exceed the Kaiser Permanente Family rate plan in effect for the City of Los Angeles.

3. For each half-time employee, as defined LAAC section 4.110, Management agrees to contribute a monthly subsidy equal to the cost of the medical plan selected by an employee, the amount of which shall not exceed the Kaiser Permanente Single Party rate plan in effect for the City of Los Angeles.

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

5. During the term of this MOU, Management's monthly subsidy for full-time employees shall be adjusted according to changes in rates for the appropriate plan year. Changes in monthly subsidy amounts shall be effective at the beginning of the pay period that encompasses the Kaiser Permanente yearly premium rate change.

6. Full-time employees who work a temporary reduced schedule under the provisions of Article 7.8 shall continue to receive the full-time employee subsidy and shall be subject to any adjustments applied to that subsidy as provided in this Article.

7. 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 employees enrolled in a City-sponsored health care plan who are eligible for the health care subsidy.

   a. Effective January 1, 2016, Unit employees shall pay 10% of the City's monthly health care premium (paid in equal portions 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 health care subsidy. Effective January 1, 2020, the 10% contribution by Unit members described above shall be eliminated.

   b. In the event that Unit employees are enrolled in a health care plan that has a monthly premium that exceeds the City's maximum monthly subsidy, then, effective January 1, 2016, such employees 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 10% of the City's maximum monthly health care subsidy. Effective January 1, 2020, the 10% contribution by unit members described above shall be eliminated.

D. Dental Plans

1. The dental plans offered shall be those recommended by the JLMBC, approved by the City Council, and administered by the Personnel Department, in accordance with LAAC section 4.303.

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

such sufficient enrollment is maintained to continue to make such coverage available.

3. For each half-time employee, as defined in LAAC section 4.110, Management will expend an amount equivalent to one-half of the cost of the employee-only coverage of the most expensive plan under the City-sponsored Dental Program.

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

E. 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 complete a confidential affidavit to be filed in the Employee Benefits Office, Personnel Department, which shall be signed by the City employee and the domestic partner, declaring the existence of a domestic partnership.

F. General Provisions

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

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

G. Subsidy During Family or Medical Leave

For employees who are on Family Medical Leave under the provisions of Article 7.8 herein, Management shall continue the City's medical and dental plan subsidies for employees who are enrolled in a City health and/or dental plan prior to the beginning of said leave. Employees shall be eligible for such continued subsidies while on a Family Medical Leave in accordance with Article 7.8 herein. However, for any unpaid portion of Family Medical Leave, health and/or dental plan subsidies shall be continued for a maximum of nine pay periods.

H. 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 7.2 RETIREMENT BENEFITS

A. Benefits

1. Effective July 1, 2011, for all Tier 1 employees regardless of their date of hire, the Tier 1 retirement formula and a flat-rated employee 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 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.

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

B. Retiree Health Benefits

1. 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.

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

3. 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.

4. With regard to LACERS Tier 3, LAAC Division 4, Chapter 10, provides 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 provide the same vested benefits to all Tier 3 members as currently provided to Tier 1 members who make the same four percent (4%) contribution to LACERS under the retiree health benefit program.

5. The entitlement to retiree health benefits under this provision shall be subject to the rules under LAAC Division 4, Chapters 10 and 11 in effect as of the effective date of this provision.

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

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

8. 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

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

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

3. If agreement is not reached between Management and the organizations representing a majority of the members in 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 7.3 SICK LEAVE BENEFITS

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

Sick leave may be used for the following purposes: diagnosis, care, or treatment of a health condition, or preventive care, of an employee or an employee's immediate family member, as provided in Article 7.4 (Family Illness) of this MOU.

A. Sick Leave Accrual and Usage

1. Full-Time Employees

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

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

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

Any unused balance of sick leave at 75% of full pay at the end of any calendar year shall be carried over and accumulated from one (1) calendar year to the next up to a maximum of 800 hours at 75% of

full pay. No payment of sick leave accrual in excess of the maximum amount shall occur.

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

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

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

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

2. <u>Half-Time Employees</u>

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

b. Beginning the January 1 subsequent to the completion of 12 calendar months of employment following their date of hire, half-time employees shall be provided prorated sick leave hours based on the calendar year sick leave allotment for full-time employees of 96 hours at 100% of full pay and 40 hours at 75% of full pay, plus the hours of sick leave accrued and accumulated as provided in this Article. The

prorated amount of 100% and 75% sick leave hours for half-time employees will be calculated on the basis of the total number of hours compensated in the previous 12-month calendar period (January 1 through December 31) in relationship to the total number of hours required for full-time employment.

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

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

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

3. <u>Intermittent Employees</u>

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

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

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

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

e. Employees who hold more than one (1) intermittent position concurrently shall be eligible to accrue sick leave in only one (1) position.

B. Preventive Medical Treatment

Upon approval of the appointing authority, an employee may be allowed sick leave with full pay not to exceed an aggregate of 48 hours in any one calendar year, but no less than one-half (½) hour increments at any one time which shall be included in the allowance of sick leave at full pay under this Article for the purpose of securing preventive medical, dental, optical or other like treatment or examination for the employee and for the members of the employees immediate family, as defined in Article 7.4.

C. Doctor's Certificate Requirement

Payment for sick leave at full pay for any period of 48 working hours or less shall be allowed by the appointing authority. Payment, however, for sick leave in excess of 48 working hours may require a doctor's certificate or other suitable and satisfactory proof showing the fact of the illness and the necessity for the absence, together with such other satisfactory proof of the probity of the claim as may be required has been received, accepted and approved by the employee's appointing authority and reported to the Controller. Nothing in this Article shall prevent the appointing authority from requiring a doctor's certificate or proof of illness at any time where there is objective information suggesting possible employee abuse.

ARTICLE 7.4 FAMILY ILLNESS

A. Any employee who is absent from work by reason of the illness or injury of a member of his/her immediate family, and who has accrued unused sick leave, shall, upon the approval of the appointing authority be allowed leave of absence with pay for a maximum of 12 working days in any one calendar year. Effective January 1, 2020, employees who have exhausted all their 100% sick time, may

use their 75% sick time. The appointing authority may require that the employee furnish a doctor's certificate or other suitable proof showing the nature and extent of the injury or illness to justify such absence.

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

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

D. Leave under this Article may be used for the adoption of a child.

ARTICLE 7.5 HOLIDAYS AND HOLIDAY PAY

A. Notwithstanding LAAC Section 4.119, the following days shall be treated as holidays:

1. New Year's Day (January 1)
2. Martin Luther King, Jr.'s Birthday (the third Monday in January)
3. Memorial Day (the last Monday in May)
4. Independence Day (July 4)
5. Labor Day (the first Monday in September)
6. Indigenous Peoples Day (the second Monday in October)
7. Veteran's Day (November 11)
8. Thanksgiving Day (the fourth Thursday in November)
9. The Friday after Thanksgiving Day
10. Christmas Day (December 25)
11. Any day or portion thereof declared to be a holiday by proclamation of the Mayor with the concurrence of the City Council by resolution.
12. Four unspecified (floating) holidays in each calendar year.

B. When any holiday from 1 through 10 above falls on a Sunday, it shall be observed on the following Monday.

C. When any holiday from 1 through 10 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. Whenever a holiday from 1 through 10 above occurs during an employee's regular scheduled work week, eight hours of paid leave shall be credited for the purpose of computing overtime pay for work performed after forty hours.

F. Whenever a holiday listed under 11 or 12 above occurs during an employee's regularly scheduled work week, the appropriate number of hours of paid leave shall be credited for the purpose of computing overtime pay for work performed after forty hours.

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

H. Holiday Premium Pay – Any FLSA non-exempt full-time employee who works on any holiday listed above will receive eight hours (or portion thereof as specified above in A.11.) of holiday pay and one and one-half the hourly rate for all hours worked on the observed holiday; provided, however, that the employee has (1) worked his/her assigned shift immediately before, and his/her assigned shift immediately after the holiday, or (2) prior to such holiday, Management has authorized the employee to take paid leave time off in lieu of the requirement to work said shifts. Any employee who fails to meet either of these requirements will be paid at the rate of one hour for each hour worked. Employees shall not receive both overtime and Holiday Premium Pay (as defined herein) for the same hours.

I. An employee who works (1) in excess of eight hours on any holiday listed from 1 through 10 above, or (2) in excess of any day or portion thereof declared to be a holiday by proclamation of the Mayor shall be paid at the appropriate holiday premium pay rate for his/her class. Employees shall not receive both overtime and holiday premium pay for the same hours.

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

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

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

1. The holidays must be taken in full normal working day increments of eight hours during the calendar year in which they are credited or they will be forfeited. The request for such time off, if timely submitted by the employee, will be promptly approved by Management subject to the operating needs of the employee's department, office or bureau. If an unforeseen operating requirement prevents the employee from taking such previously approved holiday, Management will reschedule the holiday so that it may be taken on some other mutually satisfactory date within the calendar year.

2. Any break in service (i.e., resignation, discharge, retirement) prior to taking the holidays shall forfeit any right thereto.

3. The holidays shall not be utilized to extend the date of any layoff.

4. No employee shall be entitled to an unspecified holiday until he/she has completed six months of satisfactory service.

5. Employees who work in intermittent, on call, vacation relief, or seasonal positions shall not be entitled to unspecified holidays.

6. No employee shall receive more than the number of unspecified holidays in A.12. above. 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 the DWP, and (b) employees who resign or are terminated and then rehired during the same calendar year, will not receive an additional unspecified holiday when rehired.

ARTICLE 7.6 VACATION

A. Accrual

Each employee who has completed his/her qualifying year shall be entitled to the following number of vacation days with full pay, based on the number of years of City service completed, accrued and credited at the rates indicated, subject to deductions for absences as provided in LAAC sections 4.244-4.255, inclusive.

No. of Service Years	Monthly Accrual	Base Annual Vacation		Additional Vacation		Total Annual Vacation		Maximum Vacation Hours		Maximum Vacation Hours as of 9/1/19		End of...	Lump Sum
	Hr:Min	Hrs.	Days	Hrs.	Days	Hrs.	Days	Hrs.	Days	Hrs.	Days		Hr:Min
1 - 4	7:20	88	11	-0-	-0-	88	11	176	22	264	33	1st Year	88:00
5 - 12	11:20	136	17	-0-	-0-	136	17	272	34	408	51	5th Year	55:20
13	11:20	136	17	8	1	144	18	288	36	432	54	13th Year	19:20
14	11:20	136	17	16	2	152	19	304	38	456	57	14th Year	27:20
15	11:20	136	17	24	3	160	20	320	40	480	60	15th Year	35:20
16	11:20	136	17	32	4	168	21	336	42	504	63	16th Year	43:20
17	14:40	176	22	0	0	176	22	352	44	528	66	17th Year	51:20
18	14:40	176	22	8	1	184	23	368	46	552	69	18th Year	22:40
19 - 24	16:00	192	24	0	0	192	24	384	48	576	72	19th Year	30:40
25+	16.40	200	25	0	0	200	25	400	50	600	75	25th Year	24:00

B. Accumulation of Vacation Time

Effective September 1, 2019, notwithstanding LAAC, Section 4.254, employees shall be permitted to accumulate vacation time not to exceed three (3) annual vacation allotment periods and no vacation hours shall be permitted to accrue in excess of the maximum three (3) annual vacation allotment periods.

Utilization of vacation time must have the approval of the appointing authority.

C. Active Military Service: Vacation Accrual during Leave and Cash-Out of Accrued Vacation at Commencement of Leave

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

ARTICLE 7.7 BEREAVEMENT LEAVE

A. An employee who is absent from work by reason of the death of a member of his/her immediate family shall, upon the approval of the appointing authority, be allowed a leave of absence with full pay for a maximum of three working days for

each occurrence of a death in the employee's immediate family. Such employees shall be required to furnish a death certificate or other satisfactory proof of the death to justify the absence. "Immediate family" shall include, father, father-in-law, mother, mother-in-law, brother, sister, spouse, child, grandfather, grandmother, stepparents, stepchildren, grandchildren, any relative who resided in the employee's household, the domestic partner of an employee, and the following relatives of the domestic partner: mother, father, child, grandchild. For the purpose of this Article, simultaneous, multiple family deaths will be considered as one occurrence.

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

C. 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 working days per occurrence for the purpose of bereavement leave if it is necessary for the employee to travel a minimum of 1,500 miles one way, as calculated by the Automobile Association of America (AAA). Employees requesting the use of sick leave under this provision shall furnish satisfactory proof to 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.

ARTICLE 7.8 FAMILY AND MEDICAL LEAVE

A. Authorization for Leave

1. 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 7.7), 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.

2. 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.

3. 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.

4. 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

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

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 include parents-in-law. Persons who are in loco parentis include those with day-to-day responsibilities to care for and financially support a child or, in the case of a parent of an employee, who had such responsibility for the employee when the employee was a child. A biological or legal relationship is not necessary.

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 physical disability.

C. Eligibility

1. The provisions of this Article shall apply to all employees in this Unit who have been employed by the City for at least 12 months and who have worked for at least 1,250 hours (half-time employees may include all compensated time off except IOD) during the 12 months immediately preceding the beginning of the leave.

2. 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 up to four (4)

months (nine [9] pay periods [720 hours]) of leave if disabled due to pregnancy.

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

4. 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.

5. The time limitation for spouses or domestic partners does not apply to leave taken by one employee 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.

   a. 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.

   b. Employees (each parent individually) are also eligible for family leave (bonding) under the California Family Rights Act, which shall be limited to four (4) months (nine (9) pay periods [720 hours]) and must be concluded within one 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 Section D.2. of this Article.

(The administration of such leave shall be in accordance with Sections C.2. and D.5.f. of this Article.)

2. Adoption - The start of a family leave for adoption or foster care of a child shall begin on a date reasonably close to the date the child is placed in the custody of the employee. Leave may be granted prior to placement if an absence from work is required.

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 Illness - The start of a leave for the employee's own serious health condition shall begin on the date requested by the employee or designated by Management.

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 therefor) due to a chronic 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 for 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.

   a. An employee shall be permitted to take intermittent leave or work on a reduced schedule to take care of a family member with a serious health condition or for his/her own serious health condition when it is

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

b. 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 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.

c. 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.

d. A personal leave beyond the four (4) month (nine [9] pay period [720 hours]) leave provided in this Article may be requested, subject to the approval of the appointing authority and, if required, the Personnel Department, as provided under other City leave provisions.

e. 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 be automatically considered to be on family or medical leave, effective the first day of the employee's absence.

f. Management has the right to request and verify the medical certification of a serious health condition by a health care provider for a leave under the provisions of this Article. Management shall allow the employee at least 15 calendar days to obtain the medical certification.

g. 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. Management

In response to an employee's request for family or medical leave, Management shall indicate whether or not the employee is eligible for such leave, if such leave will be counted against the employee's annual family or medical leave entitlement, and any requirement for the employee to furnish medical certification. Management shall also notify an employee if it designates leave, paid or unpaid, taken by an employee as family or medical leave-qualifying, and notify the employee accordingly, 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 compensatory time off may be used at the employee's discretion, with Management approval, after exhaustion of 100% sick leave (c. above). In accordance with the final Department of Labor Regulations, which became effective January 16, 2009, and govern the federal Family and Medical Leave Act, any use of accrued compensatory time off under this Section shall be counted against the employee's annual family and medical leave entitlement.

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

a. Annual family illness sick leave up to twelve (12) days may be used at the employee's discretion. Such leave may be taken before or after the vacation 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 compensatory time off may be used at the employee's discretion, with Management approval, after exhaustion of 100% sick leave (c. above). In accordance with the final Department of Labor Regulations, which became effective January 16, 2009, and govern the federal Family and Medical Leave Act, any use of accrued compensatory time off under this Section shall be counted against the employee's annual family and medical leave entitlement.

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 compensatory time off may be used at the employee's discretion, with Management approval, after exhaustion of 100% sick leave (a. above). In accordance with the final Department of Labor Regulations, which became effective January 16, 2009, and govern the federal Family and Medical Leave Act, any use of accrued compensatory time off under this Section shall be counted against the employee's annual family and medical leave entitlement.

G. Sick Leave Rate of Pay

Payment for sick leave usage under F.1, 2 and 3 shall be at the regular accrued rate of 100% or 75% as appropriate.

H. Medical subsidies During Family and Medical Leave

For those employees who are on family or medical leave under the above provisions of this Article, Management shall continue the City's health and dental plan subsidies. Employees shall be eligible for such continued subsidies while on a family or medical leave in accordance with the provisions of this Article. 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 PDL absence (up to 4 months [9 pay periods/720 hours]), Management shall continue the City's subsidy for her pregnancy health coverage (medical plan subsidy) in compliance with the provisions of Government Code Section 12945. The employee must have been enrolled in a health or dental plan authorized in accordance with this MOU prior to the beginning of the leave to be eligible for such subsidy continuation.

I. Monitoring

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

2. 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.

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

FOR THE ASSOCIATION:

Claudia Aguilar
President

9/24/19
Date

FOR THE CITY:

Richard H. Llewellyn, Jr.
City Administrative Officer

9/27/19
Date

Approved as to Form:

Office of the City Attorney

9/27/19
Date