

**MEMORANDUM OF UNDERSTANDING NO. 07**  
**FOR JOINT SUBMISSION TO THE CITY COUNCIL**  
**REGARDING THE**  
**RECREATION ASSISTANT UNIT**

**THIS MEMORANDUM OF UNDERSTANDING**  
**made and entered into this 2nd day of December, 2022.**

**BY AND BETWEEN THE**

**CITY OF LOS ANGELES**

**AND THE**

**AMERICAN FEDERATION OF STATE, COUNTY, AND MUNICIPAL EMPLOYEES,**  
**DISTRICT COUNCIL 36, LOCAL 741, AFL-CIO**

**January 1, 2023 through December 30, 2023**

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## **ARTICLE 1.0            GENERAL PROVISIONS**

### **ARTICLE 1.1            RECOGNITION**

Pursuant to the provisions of the Employee Relations Ordinance of the City of Los Angeles and applicable State law, the American Federation of State, County and Municipal Employees (AFSCME), Council 36, Local 741, AFL-CIO, was certified on June 12, 2000, by the Employee Relations Board (ERB) as the majority representative of City employees in the Recreation Assistant Unit (Unit). Accordingly, Management hereby recognizes AFSCME Council 36, Local 741, AFLCIO (Union), as the exclusive representative of the employees in this Unit.

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

### **ARTICLE 1.2            IMPLEMENTATION OF MOU**

This MOU constitutes a joint recommendation of Management and Recreation Assistant Unit/AFSCME Local 741. It shall not be binding in whole or in part on the parties listed below unless and until:

- A.     Recreation Assistant Unit/AFSCME Local 741 has notified the City Administrative Officer in writing that it has approved this Memorandum of Understanding in its entirety, and
- B.     The City Council has approved this MOU in its entirety.

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

### **ARTICLE 1.3            PARTIES TO MOU**

This Memorandum of Understanding (MOU) is entered into on December 2, 2022, between the City Administrative Officer, as authorized management representative of the City Council, and the authorized management representatives of the Departments of Recreation and Parks, Cultural Affairs, and Zoo (hereinafter referred to as "Management"), and authorized representatives of the American Federation of State, County, and Municipal Employees, Local 741, AFL-CIO (hereinafter referred to as "Union") as the exclusive recognized employee organization for the Recreation Assistant Unit.

#### **ARTICLE 1.4            FULL UNDERSTANDING**

Management and Union acknowledge that during the meet and confer process each 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 all such demands and proposals.

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.

It is mutually understood that any changes mutually agreed to shall not be binding upon the parties unless and until they have been implemented in accordance with Article 1.3 (Implementation of MOU).

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 term and provisions.

#### **ARTICLE 1.5            TERM**

The term of this MOU shall commence on the date when the terms and conditions for its effectiveness, as set forth in Article 1.2 (Implementation of MOU) of this MOU, are fully met, except to the extent that the parties have agreed in Letters of Agreement to continue to meet and confer after implementation, but in no event shall said MOU become effective prior to 12:01 a.m. on January 1, 2023. This MOU shall expire and otherwise be fully terminated at 11:59 p.m. on December 30, 2023.

Notwithstanding the above, the provisions of this MOU shall remain in effect until a successor MOU is implemented or impasse proceedings are completed as long as the parties have met their obligations under the provisions of Article 1.6 (Calendar for Successor MOU) to their mutual satisfaction and are continuing to meet and confer in good faith.

#### **ARTICLE 1.6            CALENDAR FOR SUCCESSOR MOU**

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

#### **ARTICLE 1.7            OBLIGATION TO SUPPORT**

The parties agree that prior to the implementation of this MOU and during the period of time it is being considered by the Mayor, City Council, Council Committees and the heads of those departments represented in this MOU for action, neither Union nor Management, nor their authorized representatives, will appear before the Mayor, City Council, Council Committees or said department heads, nor meet with the Mayor, members of the City

Council or said department heads individually to advocate any addition or deletion to the terms and conditions of this MOU. However, this Article shall not preclude the parties from appearing before the Mayor, City Council, Council Committees or department heads nor meeting with individual members of the City Council or department heads to advocate or urge the adoption and approval of this MOU.

#### **ARTICLE 1.8            PROVISIONS OF LAW AND SEPARABILITY**

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

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

#### **ARTICLE 1.9            NON-DISCRIMINATION**

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

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

#### **ARTICLE 1.10          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 in this MOU no provision 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 Union 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 board, 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.

Management and the Union retain all rights and responsibilities as set forth in the Employee Relations Ordinance.

## **ARTICLE 2.0          UNION SECURITY**

### **ARTICLE 2.1          UNIT MEMBERSHIP LIST**

- A.     The City shall provide the Union with a list of Unit employees in alphabetical order with the following information in compliance with State law for each employee on said list:
1.     Name
  2.     Employee Identification Number
  3.     Original Hire Date
  4.     Bargaining Unit
  5.     Class Title
  6.     Class Code
  7.     Membership Status
  8.     Employing Department Title
  9.     Work Location (by department, office, or bureau, as well as division if such information is readily available and department legend)
  10.    Pay Rate (annual and biweekly)
  11.    Work Phone Number on file
  12.    Home Phone Number on file
  13.    Personal Cellular Phone Number on file
  14.    Personal Email Address on file
  15.    Home Address on file
- B.     For new employees or those newly entering or re-entering Union representation, the City shall provide the aforementioned information within a minimum of 30 calendar days of the date of the employee's hire or by the first pay period of the month following the employee's hire, whichever is later.



- C. For existing employees, the City shall provide the above information to the Union a minimum of every 30 calendar days.
- D. All information shall be provided to the Union electronically. The means of provision and the substance of the requisite information may be changed by mutual agreement.
- E. The Union agrees to indemnify and hold the City harmless from any liabilities of any nature that may arise as a result of the application of the provisions of this Article.
- F. Initially the City shall provide department legends that identify the known work locations by department, office, or bureau, as well as division code(s). Thereafter, it is understood that Departments will either adjust their legends to provide distinct division codes for each work location or provide some other distinct work location information in a simplified manner to the Union. Additional legends will be provided only as updated. Furthermore, the CAO will work with the Controller to provide this information with current electronic payroll reporting.

## **ARTICLE 2.2 EMPLOYEE RELATIONS**

Meetings at reasonable intervals will be scheduled at the request of a designated Union representative (paid Union staff representative or executive board member) or the Management representative of a department, office, or bureau for the purpose of informally discussing employer-employee relations issues.

## **ARTICLE 2.3 WORK ACCESS**

Union Staff Representatives, Local Union Officers, Executive Board Members, and Local Union Stewards, who are members of this Unit, shall have access to the facilities of the departments, offices, or bureaus represented in this MOU during working hours for the purpose of assisting employees covered under this MOU in the presenting of grievances when Union assistance is requested by the grievant(s) or when investigating matters arising out of the application of the provisions of this MOU. The Union representative shall request authorization for such visit by contacting the designated Management representative of the head of the department, office, or bureau. In the event immediate access cannot be authorized, the designated Management representative shall inform the Union representative as to the earliest time when access can be granted.

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

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

## **ARTICLE 2.4           USE OF CITY FACILITIES**

Union may use City facilities, on prior approval of the department's personnel officer, for the purpose of holding meetings to the extent that such facilities can be made available, and to the extent that the use of a facility will not interfere with departmental operations. Participating employees will attend said meetings on their own time. If the use of a facility requires a fee for rental or special set-up, security, and/or cleanup service, Union will provide or assume the cost of such service(s) for the facility.

## **ARTICLE 2.5           BULLETIN BOARDS**

### Section I

Management will provide bulletin boards or space at locations reasonably accessible to Union members that may be used by Union for the following purposes:

- A.     Notices of Union meetings.
- B.     Notices of Union elections and their results.
- C.     Notices of Union recreational and social events.
- D.     Notices of official Union business.
- E.     Any other communication that has received the prior approval of the head of the department or his/her designated representative.

### Section II

It is agreed that all notices or other communications to be posted shall be identified with the Union's official letterhead or logo.

### Section III

It is further agreed that the Union Representative shall place a removal date on all material to be posted.

## **ARTICLE 2.6           ACTIONS BY EMPLOYEE RELATIONS BOARD**

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

## **ARTICLE 2.7            FEDERAL POLITICAL ACTION CHECK-OFF**

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

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

Contributions shall be made payable as directed by the Union to the Political Action Committee, Public Employees Organized for Political and Legislative Equality (PEOPLE), of the Union.

A fee of \$0.09 per deduction shall be assessed by the City Controller for the processing of each payroll deduction taken. The City Controller will deduct the aggregate amount of said fees on a biweekly basis.

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

## **ARTICLE 2.8            PAYROLL DEDUCTIONS AND DUES**

### **A.     DUES**

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

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

Such amounts shall be determined by the Union and implemented by Management in the first payroll period which starts thirty (30) calendar days

after written notice of the new amount from the Union is received by the Controller.

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

2. Notwithstanding any provisions of LAAC Section 4.203 to the contrary, during the term of this MOU, payroll deductions requested by employees in this Unit for the purpose of becoming a member and/or to obtain benefits offered by any qualified organization other than the Union will not be accepted by the Controller. For the purpose of this provision, qualified organization means any organization of employees whose responsibility or goal is to represent employees in the City's meet and confer process.
3. Any employees in this Unit who have authorized Union dues deductions with the Union on the effective date of this MOU or at any time subsequent to the effective date of this MOU shall continue to have such dues deductions made by the City during the term of this MOU as authorized by California Government Code Sections 1157.12 and 1159 (a) and (b).

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

#### B. MANAGEMENT RESPONSIBILITIES

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

A fee of nine cents (\$.09) per deduction shall be assessed by the Controller for the processing of each payroll deduction taken. The Controller will deduct the aggregate amount of said fees on a biweekly basis.

2. The Controller shall also apply this provision to every permanent employee who, following the operative date of this Article, becomes a member of this Unit, within sixty (60) calendar days of such reassignment or transfer.
3. Management will provide the Union with the Unit Membership List Article of this MOU.
4. The Controller shall notify the Union within sixty (60) calendar days of any employee who, because of a change in employment status, is no longer a member of the Unit or subject to the provisions of this Article.

**C. UNION RESPONSIBILITIES**

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

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

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

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

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

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

**ARTICLE 2.9      SERVICE AND WORKFORCE RESTORATION**

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

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

## **ARTICLE 2.10 CONTRACTING OF UNIT WORK**

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

- A. No bargaining unit employee shall be laid off, demoted or suffer loss of pay or benefits as a result of the contracting of Unit work.
- B. If any employee subject to the provisions herein is displaced as a result of contracting, the employee shall be retained in a position within a classification represented by AFSCME, Local 741.
- C. Notwithstanding any provision of this MOU to the contrary and excluding the provisions of Subsection E(6) in this Article, the provisions of this Article shall be subject to advisory arbitration only.
- D. In lieu of the meet-and-confer process prescribed by the Employee Relations Ordinance (ERO), the parties agree to meet and discuss, in accordance with the provisions outlined below, all contracts to perform unit work except for contracts required by bona fide emergencies.
- E. The parties agree that the following expedited procedure shall replace the impasse resolution provisions of the ERO for disputes arising out of the meet and discuss process specified above:
  - 1. The City shall provide timely notice, through the existing "clearinghouse" procedure, of proposed contracts to perform Unit work. In addition, the City shall provide the Union a list of individuals responsible for coordinating contracting information in each department.
  - 2. The Union may request to meet and discuss such proposed contracts within 15 calendar days of the City Charter 1022 notification. Failure by the Union to request such meeting(s) within the prescribed 15 calendar days shall constitute a waiver of the Union's right to continue this process.
  - 3. Meeting(s), if requested, shall begin within five (5) working days following notice to the City by the Union of its desire to discuss the proposed contract(s).
  - 4. If the parties cannot reach agreement through the meet and discuss process, the Union may request expedited advisory arbitration within five (5) working days following the last meet and discuss session. Failure by the

Union to request arbitration within the specified five (5) days shall constitute a waiver of the Union's right to continue in this process. The parties will attempt to establish a mutually agreeable, expedited process for selecting arbitrators. Absent any such agreement, arbitrators will be selected in accordance with Rules 11.03 and 11.04 of the Employee Relations Board.

5. The parties agree that for contracts with a value of less than \$1 million, the hearing and issuance of the advisory decision by the arbitrator shall be concluded within 30 calendar days following the request for arbitration and within 90 calendar days for contracts of \$1 million or more.
  6. The arbitrator's advisory decision and recommendation shall be transmitted to the appropriate determining body simultaneously with the proposed contract.
  7. The time limits in this process may be extended only by the mutual, written agreement of the parties.
  8. The expedited arbitration process in this MOU shall be informal. Court reporters shall not be used; rules of evidence shall be informal; the production of witnesses and documentary evidence shall be at the discretion of each party; the arbitrator's notes, exhibits (if any), and the written advisory decision and recommendation shall constitute the record of the proceedings; and post hearing briefs shall not be required or submitted.
  9. Arbitration fees shall be shared equally by the Union and the City.
- F. Disputes over the practical consequences of the contracting of Unit work, other than those occurring under Subsections E(4) and E(5) in this Article, shall be resolved in accordance with the provisions of the Article 7.1 (Grievance Procedure) of this MOU and shall not delay the implementation of the contract if all other provisions of this Article have been met.

The parties agree that the review of practical consequence grievances shall begin with the first formal level of review of the grievance procedure and that said grievances shall be subject to advisory arbitration, except as provided in Step 4 (Arbitration) of Article 7.1 (Grievance Procedure) of this MOU.

- G. The parties agree that the Union may file a grievance regarding the City Charter Section 1022 notification.
1. A grievance challenging the City Charter Section 1022 notification shall be filed within 15 calendar days of the Union's knowledge of the alleged deficient notification.

2. The grievance will be submitted to an expedited informal arbitration process. The arbitration shall be conducted within 30 days of filing of the Union's grievance. The arbitration fees shall be shared equally between the Union and the City.
3. The arbitrator shall determine if the City has violated the City Charter Section 1022 notification procedures. The arbitrator's remedy shall be limited to ordering the City to reissue the City Charter Section 1022 notification. In no event will the arbitrator have the authority to void a Council-approved contract. The arbitrator's decision is binding on the parties.

#### **ARTICLE 2.11 AMENDMENT OF MOU TO INCLUDE NEW CLASSES**

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

#### **ARTICLE 3.0 ON-THE-JOB**

##### **ARTICLE 3.1 SAFETY**

###### Section I

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

###### Section II

Management will make every reasonable effort to provide safe working conditions. Union will encourage all members in the Unit to perform their work in a safe manner. Each employee should be alert to unsafe practices, equipment and conditions, and should record any hazardous condition immediately in the facility's logbook. In the Department of Recreation and Parks, the reports shall be made to the Director-in-Charge. The supervisor/Director-in-Charge must:

- A. Correct or eliminate the hazardous condition if correction or elimination thereof is within the authority and capability of the supervisor; or
- B. Safeguard a hazardous condition in such a manner as to preclude injury to personnel and/or property damage, and promptly report the nature and location of the hazardous condition to the next level of supervision designated by



departmental management for said purpose, if elimination of the hazardous condition is not within the immediate supervisor's capability.

If elimination of the hazardous condition is not within the capability of the second level of supervision to correct, the employee shall promptly report the problem to the next designated level of supervision or inform the Departmental Safety Coordinator (or Safety Engineer in the Department of Recreation and Parks) about the problem.

### Section III

If the procedures for handling a reported hazardous condition are not initiated, or if initiated, fail to effect a satisfactory solution of the problem within a reasonable time, the employee or the employee's representative may call the City Risk Manager's Office and report such hazard. In Department of Recreation and Parks, the employee may call the Safety Engineer.

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

### **ARTICLE 3.2 NOTICE OF CHANGES IN WORK RULES**

Whenever written departmental working rules are established or changes are made to existing written departmental working rules which affect conditions of employment, Management shall, prior to the proposed implementation date, notify Union in writing and offer the opportunity for Union to meet and discuss the changes with Management.

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

Union agrees to notify Management promptly of its intent to exercise its rights granted under this Article.

Nothing in this Article limits the rights and responsibilities of the parties as set forth in the Los Angeles City Employee Relations Ordinance.

### **ARTICLE 3.3 PERSONNEL FOLDERS**

An employee shall be entitled to review the contents of the employee's official departmental personnel folder at reasonable intervals, upon request, during hours when

the employee's personnel office is normally open for business. Such review shall not interfere with the normal business of the department.

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

#### **ARTICLE 3.4 REST AND MEAL PERIODS**

Rest periods should be taken when coverage can be provided or when the interruption of work will not interfere with the operations of the department. Rest periods shall not exceed 15 minutes for each four (4) hours of work. Rest periods shall not be taken during the first hour or the last hour of the employee's scheduled work period and shall not be used to cover an employee's late arrival to work or early departure therefrom, nor be regarded as cumulative if not taken.

Meal periods are counted as hours worked unless the employee is completely relieved of all duties during the meal period and is free to leave the duty post.

Supervisors will make a reasonable effort to provide a meal period either paid or unpaid to employees scheduled to work five (5) or more consecutive hours in one (1) work day. An unpaid meal period will normally be at least 30 minutes long.

#### **ARTICLE 3.5 RAIN GEAR**

Management's present practice regarding provision of rain gear in the Zoo Department shall continue during the term of this MOU.

#### **ARTICLE 3.6 TIME OFF FOR ORAL AND WRITTEN EXAMINATIONS**

Employees shall be granted reasonable time off with pay for the purpose of taking oral examinations when such examinations are given by the City and scheduled during the employee's normal working period; provided, however, that each employee entitled to such time off with pay shall give reasonable advance notice to his/her supervisor. Such time off with pay shall include travel time.

Management agrees that any employee covered by this MOU, who may be assigned to work on a day that a written examination is administered by the Personnel Department and for which an employee has applied, shall be given priority in the scheduling of days off for that day.

#### **ARTICLE 4.0 PART-TIME EMPLOYMENT**

##### **ARTICLE 4.1 PART-TIME EMPLOYMENT**

Notwithstanding the provisions of Section 4.110 (Part-Time Employment) of the LAAC, the following provisions shall apply to part-time employees covered by this MOU.

- A. Except as otherwise provided in Section 4.117 (Reduced Work Schedule) of the LAAC and in any Departmental Personnel Ordinance to the contrary, a work schedule of less than the number of hours of full-time employment shall be considered part-time employment. The following categories of part-time employment are hereby defined:
1. Part-time Half-time: Half-time employees are employees regularly assigned to a work schedule of half-time (1,040 hours) in any service year. Compensation and benefits shall be provided at the half-time rate.
  2. Part-time Intermittent: Intermittent employees are employees assigned to an occasional or sporadic work schedule of less than half-time (less than 1,040 hours) in a service year. Compensation as established in the Appendices of this MOU shall be considered full remuneration for intermittent employees defined by this Article. Employees who hold more than one (1) intermittent position concurrently in the same or different City department, regardless of the total number of hours scheduled, shall be considered intermittent employees.
- B. All part-time Unit employees shall be hired on a civil service exempt basis in accordance with City Charter Section 1001(d)(3). Employees shall be notified at the time of hire whether an appointment is half-time or intermittent. Half-time employees shall be advised of their eligibility for half-time prorated benefits, and intermittent employees shall be notified that they shall not be entitled to benefits, except as described in Articles within the Benefits Sections of this MOU.
- C. Notwithstanding paragraph 2 above, an employee hired on an intermittent basis, who, following 1,000 or more compensated hours in one (1) service year, shall be considered a half-time employee and become entitled to qualify for prorated benefits provided to half-time employees. Employees shall immediately begin accruing vacation time, become eligible to use vacation, sick leave and holiday benefits, and continue to accrue sick leave benefits at the prorated half-time rate. Their anniversary date shall be based upon the date they are designated as half-time employees. No such benefits shall be provided retroactively. This Section shall not preclude an appointing authority from changing an intermittent employee's status to half-time anytime following appointment to a half-time position.
- D. Employees, who change from intermittent to half-time status who have completed six (6) consecutive months of City service and were compensated for at least 500 hours, shall immediately begin accruing vacation and sick leave, and become eligible to use sick leave and holiday benefits at the half-time rate. Such employees shall not be eligible to use vacation benefits until one (1) year from their anniversary date. Their anniversary date shall be based upon the date they were designated as half-time employees. No such benefits shall be provided retroactively. This paragraph shall not preclude an appointing authority from

changing an intermittent employee's status to half-time anytime following appointment to an intermittent position.

- E. It is understood that Management has the right to determine the work schedules and hours of all intermittent and half-time employees. However, when an employee has been working a consistent half-time schedule, departments will provide reasonable opportunities for the employee to make up unpaid absences due to authorized leaves or holidays in order to maintain half-time status. The accommodation shall be subject to budgetary and workload considerations.

## **ARTICLE 4.2      REDUCTION OF HOURS**

During the term of this MOU, the provisions set forth in this Article shall apply whenever lack of work, lack of funds, or other operational or program reasons cause there to be a reduction in hours at a Department of Recreation and Parks or Department of Cultural Affairs facility:

- A. Hours reduction affecting a particular program or activity will result in the reduction of schedule for the employee or employees employed in that program or activity.
- B. When more than one (1) employee is employed in an affected program or activity, the order of reduction of hours will be:
  - 1. Intermittent employees, then
  - 2. Half-time employees, in order of most recent effective date of half-time status, and
  - 3. In the event that two (2) or more half-time employees have the same effective date of half-time status, but not all will have their hours reduced, then department hire date shall be used as a tie-breaker only.

For half-time employees who lose hours for the reasons cited above in this Article, upon the employee's request, the employee's name and hours lost will be recorded on a "lost hours" list. An employee's name is eligible to remain on the "lost hours" list for up to two (2) years from the date the employee is placed on the list, after which the employee's name will be removed from the list. If hours are restored to a program, those hours will first be offered to employees on the list who were previously employed in that program in the reverse order of their placement on the list.

## **ARTICLE 5.0      COMPENSATION**

### **ARTICLE 5.1      SALARIES**

The parties to this MOU jointly recommend to the City Council approval of the salaries set forth in salary Appendix.

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

Appendix A – January 1, 2023

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

B. SALARY ADJUSTMENT

The following salary adjustment is reflected in Appendix A, and applies to all Unit employees:

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

**ARTICLE 5.2 OVERTIME**

A. Distribution of Overtime

Management will attempt to assign overtime work as equitably as possible among all qualified employees in the same classification in the same organizational unit and work location. In the assignment of overtime under this provision, however, Management may consider special skills required to perform particular work.

B. Non-emergency Overtime

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

C. Rate and Methods of Compensation

Compensation for overtime shall be for all hours worked in excess of 40 hours in a workweek including all absences with pay authorized by law. Management shall have the discretion to determine whether compensation shall be in cash or time off. In Recreation and Parks, all overtime will be compensated in cash. Compensated time for overtime worked shall be at the rate of one and one-half (1.5) hours for each hour of overtime worked. If authorization for cash payment is made, the rate of pay shall be one and one-half (1.5) times the employee's regular rate of compensation. Employees in departments other than Recreation and Parks who are compensated in time off will be permitted to accumulate up to 80 hours of compensated time off and take such accumulated time off for overtime worked upon request unless granting of such time would "unduly disrupt" the operations of the City department.

### **ARTICLE 5.3            OFFICIATING BONUS**

In additional to all regular compensation, Recreation Assistants will receive \$10.00 per hour for each hour assigned to perform officiating duties, prorated to the next nearest half-hour. This compensation is non-pensionable (Adds-to-Pay).

### **ARTICLE 5.4            SHIFT DIFFERENTIAL**

Notwithstanding the provisions of Note N of Schedule A of Section 4.61 (Adoption of Classification and Compensation Plan) of the LAAC, if an employee works eight (8) hours or more on any one day, and more than 50% of that work day is after 5:00 p.m., the employee shall receive for each day so worked additional compensation at the second premium level rate (5.5%) above the employee's rate of the salary prescribed for the employee's class.

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

### **ARTICLE 5.5            BILINGUAL DIFFERENTIAL**

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

The additional compensation shall be retroactive to the employee's first day in a bilingual position if the position has been previously certified as a bilingual position. However, if the position has not been previously certified as a bilingual position, the compensation shall be retroactive to the date of the supervisor's request for bilingual pay. This compensation shall not be paid unless the employee has been properly certified in accordance with the provisions of Section 4.84 (Premium Pay for Persons Possessing Bilingual Skills) of the LAAC.

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

### **ARTICLE 5.6            SIGN LANGUAGE PREMIUM**

Any qualified employee who is covered by the provisions of this MOU and is requested by the Personnel Director to utilize sign language shall receive a sign language premium of 2.75% of the employee's salary for each business day the skill is used. Such practices of additional compensation shall be in accordance with Section 4.84.1 of the LAAC. This compensation is non-pensionable.

## **ARTICLE 5.7            CIVIC DUTY AS A WITNESS**

Any half-time employee, as defined by Article 4.1 (Part-Time Employment) of this MOU, who is served with a subpoena by a court of competent jurisdiction or an administrative body to appear as a witness during the employee's scheduled working period, unless the employee is a party to the litigation or an expert witness (except when testifying as a City expert), shall receive the employee's regular salary. However, any witness fees received by the employee who receives regular salary pursuant to these provisions, except those fees received for services performed on a regular day off or holiday, shall be paid to the City and deposited in the General Fund. The absence of any half-time employee for the purpose of serving as a witness during the employee's scheduled working period shall be deemed an authorized absence with pay. Any money received as compensation for mileage is not to be considered as a part of the employee's pay for these purposes.

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

## **ARTICLE 5.8            JURY SERVICE**

Any half-time employee, as defined by Article 4.1 (Part-Time Employment – Half-Time) of this MOU, who is duly summoned to attend any court for the purpose of performing jury service or has been nominated and selected to serve on a Grand Jury, shall, for those days during which jury service is actually performed and those days necessary to qualify for jury service, be compensated for the hours normally scheduled during the period of jury service.

The absence of any employee for the purpose of performing jury service shall be deemed to be an authorized absence with pay within the meaning of Section 4.75 (Adjusted or Additional Compensation) of the LAAC.

The absence of an intermittent employee, as defined by Article 4.1 (Part-Time Employment – Intermittent) of this MOU, for the purpose of performing jury service shall be deemed to be an authorized absence without pay.

Compensation for mileage paid by the courts for jury service shall be retained by the employee.

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

## **ARTICLE 5.9            MILITARY LEAVE**

In accordance with Section 4.123 (Military Leave with Pay) of the LAAC, 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 the employee is paid the employee's salary or compensation during such leave, or any part thereof, as provided in said Code, furnish to the employee's appointing authority two (2) certified copies of the employee's orders, one (1) copy to be filed in the department in which the employee is employed and the other with the City Controller. In lieu of the orders, the employee shall furnish to the appointing authority, upon forms provided by the City Controller, certified evidence of the employee's 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 City 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.

In determining whether an employee has been in the service of the City for a period of not less than one (1) year immediately prior to the date on which the absence begins, continuous service shall be required.

#### **ARTICLE 5.10 RECRUITMENT/RETENTION PAY**

Any employee in the class of Recreation Assistant, Class Code 2498, or Recreation Instructor, Class Code 2499, who is assigned to work at one of the recreation facilities designated as part of the Gang Reduction and Youth Development (GRYD) program (or a related successor program), shall receive additional compensation at a rate of \$0.50 per hour for each hour compensated. When assigned on a regular basis, this compensation is pensionable. When assigned on a daily basis, this compensation is non-pensionable.

#### **ARTICLE 5.11 CHILD DEVELOPMENT PERMIT COMPENSATION**

Any Recreation Assistant assigned to a child care facility, who is in possession of a current, valid Child Development Associate Teacher Permit or higher level permit issued by the California Commission on Teacher Credentialing, shall receive additional compensation at a rate of \$1.00 per hour for each hour compensated. This compensation shall be operative the start of the pay period following presentation of the permit to the employee's immediate supervisor. Employees shall be required to maintain a current, valid permit in order to receive this compensation.

#### **ARTICLE 6.0 BENEFITS**

##### **ARTICLE 6.1 HEALTH AND DENTAL BENEFITS**

During the term of this MOU, the City will provide benefits to all half-time employees as defined by Article 4.1 (Part-Time Employment) of this MOU in accordance with the Civilian Modified Flexible Benefits Program (Flex Program) and any modifications thereto as recommended by the Joint Labor-Management Benefits Committee (JLMBC) and approved by the City Council.



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

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

### Section I - Health Plans

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

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

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

Management agrees to contribute for each half-time employee, as defined by Article 4.1 (Part-Time Employment) of this MOU, who becomes a member of Los Angeles City Employees Retirement System (LACERS), a monthly subsidy not to exceed the Kaiser employee-only rate, toward the cost of the employee's Flex Program medical plan.

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

Further, any half-time employee receiving a subsidy in accordance with this Article who becomes an intermittent employee shall not be eligible for such subsidy, notwithstanding the employee's status as a member of LACERS.

### Section II - Dental Plans

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

For each half-time employee, as defined by Article 4.1 (Part-Time Employment) of this MOU, who becomes a member of LACERS 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.

Further, any half-time employee receiving a subsidy in accordance with this Article who becomes an intermittent employee shall not be eligible for such subsidy, notwithstanding the employee's status as a member of LACERS.

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

### Section III - Definition of Dependent

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

### Section IV - General Provisions

An open enrollment period of at least 30 days shall be declared by the Personnel Department each year. During this open 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 a City-sponsored plan unless another open enrollment period is subsequently declared by the Personnel Department.

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

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

For employees who are on Family or Medical Leave, under the provisions of Article 6.10 (Family and Medical Leave) of this MOU, Management shall continue the City's health and dental plan subsidies for employees who are enrolled in a City health and/or dental plan prior to the beginning of said leave. Employees shall be eligible for such continued subsidies while on a Family or Medical Leave in accordance with Article 6.10 (Family and Medical Leave) of this MOU. However, for any unpaid portion of Family or Medical Leave, health and/or dental plan subsidies shall be continued for a maximum of nine (9) pay periods, except while an employee is on a Pregnancy Disability Leave absence (up to 4 months), Management shall continue the City's subsidy for her pregnancy health coverage (medical plan subsidy) in compliance with the provisions of Government Code Sections 12945 and 12945.2.

## Section VI - Benefit Protection Plan

For employees who have approved disability claims (excluding those for work-related injuries) under the City's Flex disability insurance carrier, management shall continue the City's medical, dental, and basic life insurance plan subsidies for a maximum of two (2) years or at the close of claim, whichever is less. Employees must have been enrolled in a Flex medical, dental and/or basic life plan prior to the beginning of the disability leave. Coverage in this program will end if the employee retires (service or disability) or leaves City service for any reason.

### **ARTICLE 6.2 RETIREMENT BENEFITS**

#### **A. Benefits**

1. Effective July 1, 2011, for all LACERS Tier I employees regardless of their date of hire, the LACERS Tier I retirement formula and a flat-rated employee retirement contribution of seven percent (7%) was implemented and shall be continued. The employee retirement contribution rate shall return to six percent (6%) in accordance with the Early Retirement Incentive Program (ERIP) agreement dated October 26, 2009, and Section 4.1033 (Early Retirement Incentive Program) of the LAAC, which provides that this seven percent (7%) employee retirement contribution will continue until June 30, 2026, or until the ERIP cost obligation is fully paid, whichever comes first.
2. For employees hired on or after the date of adoption of the Ordinance implementing LACERS Tier 3, the retirement formula for LACERS Tier 3 and a flat-rated employee retirement contribution of seven percent (7%) shall be continued during the term of this MOU.

#### **B. Retiree Health Benefits**

1. There is currently in effect a retiree health benefit program for retired members of LACERS under Chapter 11 (Health and Welfare Programs for Retirees of the Los Angeles City Employees' Retirement System) of the LAAC. All covered employees, who are members of LACERS, regardless of retirement tier, shall contribute to LACERS four percent (4%) of their pre-tax compensation earnable toward vested retiree health benefits as provided by this program. The retiree health benefit available under this program is a vested benefit for all covered employees who make this contribution, including employees enrolled in LACERS Tier 3.
2. With regard to LACERS Tier 1, as provided by Section 4.1111 (Medical Plan Premium Subsidy) of the LAAC, the monthly Maximum Medical Plan Premium Subsidy, which represents the Kaiser 2-party non-Medicare Part A and Part B premium, is vested for all members who made the additional

contributions authorized by Section 4.1003(c) (Member Contributions-Additional Contributions) of the LAAC.

3. Additionally, with regard to LACERS Tier 1 members who made the additional contribution authorized by Section 4.1003(c) (Member Contributions-Additional Contributions) of the LAAC, the maximum amount of the annual increase authorized in Section 4.1111(b) (Medical Plan Premium Subsidy-Maximum Medical Plan Premium Subsidy) of the LAAC is a vested benefit that shall be granted by the LACERS Board.
4. With regard to LACERS Tier 3, the Implementing Ordinance shall provide that all LACERS Tier 3 members shall contribute to LACERS four percent (4%) of their pre-tax compensation earnable toward vested retiree health benefits, and shall amend Chapter 11 (Health and Welfare Programs for Retirees of the Los Angeles City Employees' Retirement System) of the LAAC to provide the same vested benefits to all LACERS Tier 3 members as currently are provided to LACERS Tier 1 members who make the same four percent (4%) contribution to LACERS under the retiree health benefit program.
5. The entitlement to retiree health benefits under this provision shall be subject to the rules under Chapter 11 (Health and Welfare Programs for Retirees of the Los Angeles City Employees' Retirement System) of the LAAC in effect as of the effective date of this provision, and the rules placed into Chapters 10 and 11 (Retirement Benefits and Conditions of Entitlement for the Los Angeles City Employees' Retirement System and Health and Welfare Programs for Retirees of the Los Angeles City Employees' Retirement System) of the LAAC, with regard to LACERS Tier 3, by the Implementing Ordinance.
6. As further provided in this Article, the amount of employee contributions is subject to bargaining in future MOU negotiations.
7. The vesting schedule for the Maximum Medical Plan Premium Subsidy for employees enrolled in LACERS Tier 1 and LACERS Tier 3 shall be the same.
8. Employees whose Health Service Credit, as defined in Chapter 11 (Health and Welfare Programs for Retirees of the Los Angeles City Employees' Retirement System) of the LAAC, is based on periods of part-time and less than full-time employment, shall receive full rather than prorated Health Service Credit for periods of service. The monthly retiree medical subsidy amount to which these employees are entitled shall be prorated based on the extent to which their service credit is prorated due to their less than full time status.

C. Procedure for Benefits Modifications

1. Proposals for major retirement benefit modifications will be negotiated in joint meetings with the certified employee organizations whose memberships will be directly affected. Agreements reached between Management and organizations whereby a majority of the members in the LACERS are affected shall be recommended to the City Council by the CAO as affecting membership of all employees in the LACERS. Such modifications need not be included in this MOU in order to be considered appropriately negotiated.
2. Proposals for minor benefit modifications and technical changes will be considered and reported on as appropriate, but no more than once a year, in a report from the CAO to the City Council. Affected organizations shall be given the opportunity to review the proposed minor changes prior to the release of the report, and their views shall be included in the report.
3. If agreement is not reached between Management and the organizations representing a majority of the members in the LACERS as to whether a particular proposal constitutes either a major or a minor modification, the proposal shall be treated as a major modification.

D. Part-Time Employees

1. Part-time Unit employees eligible for membership in LACERS shall be certified as LACERS members under the following conditions:
  - a. Half-time employees, upon written request to the appointing authority, shall be certified as LACERS members upon their date of hire to a half-time position, or anytime thereafter, as elected.
  - b. Intermittent part-time Unit employees shall, after 1,000 compensated hours in one (1) service year, be designated as half-time employees and certified as LACERS members, upon written request to the appointing authority.
2. Employees certified as LACERS members prior to the effective date of this MOU shall retain their LACERS membership.
3. For employees not eligible for LACERS membership, a flat-rated employee contribution of four and one-half percent (4.5%) into the Pension Savings Plan shall be applied for each plan year. The City shall contribute an amount equal to three percent (3%) of each employee's compensation for each plan year.
4. Retiree health benefits are provided, as defined in Section B of this Article.

E. Rollover Provisions

At such time as the California State law has been revised, LACERS will be allowed to accept a rollover from the Pension Savings Plan provided that it is in conformance with both Federal and State law.

**ARTICLE 6.3        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 designated person, as defined in this Article, or an employee's immediate family member, as provided in Article 6.4 (Family Illness) of this MOU.

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

A. Sick Leave Accrual and Usage

1. Half-Time Employees

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

## 2. Intermittent Employees

- a. Intermittent employees, as defined by Section 4.110(b) of the LAAC, shall begin accruing sick leave on the first day of employment. Employees shall accrue at a rate of one (1) hour for every 29 hours worked. Employees may use their accrued sick leave beginning on the 90<sup>th</sup> day of City employment (90 calendar days from the date of hire) up to a maximum of 48 hours each calendar year.
- b. Sick leave may be accumulated up to a maximum of 48 hours each calendar year. Any accrued, unused sick leave remaining at the end of the calendar year shall carry over to the following year. Any sick leave accumulated in excess of the maximum amount shall be deemed waived and lost.
- c. Intermittent employees with accrued CPTO and/or 100% sick leave hours, who become full-time or half-time employees, shall be allowed to carry over into their 100% sick leave bank a maximum of 48 hours of unused CPTO, 100% sick leave, or any combination of such unused time. Any unused CPTO and/or sick leave in excess of the 48 hours carried over shall be deemed waived and lost. Employees

shall be eligible immediately as a full-time or half-time employee to accrue and use sick leave at the appropriate rate.

- d. If an intermittent employee separates from City service and is rehired by the City within one (1) year from the date of separation, previously accrued and unused sick leave shall be reinstated.
- e. Employees who hold more than one (1) intermittent position concurrently shall be eligible to accrue sick leave in only one (1) position. Employees who work multiple assignments or centers/facilities within the same Department are considered to hold one (1) position.

**B. Preventive Medical Treatment**

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

**ARTICLE 6.4      FAMILY ILLNESS**

A half-time employee, as defined by in this MOU, shall qualify for and receive family illness benefits, provided, however, that pay for family illness shall be at the half-time rate. Intermittent employees, as defined by in this MOU, shall not be entitled to family illness benefits.

The aggregate number of working days allowed in any one calendar year with full pay shall not exceed 60 hours. The practice of allowance for leave for illness in the family shall be in accordance with Section 4.127 (Allowance for Leave for Illness in Family) of the LAAC. Upon the adoption of a child, an employee will be permitted to use 60 hours of family illness sick leave. Effective January 1, 2020, employees shall be permitted to use 75% sick time for family illness only after exhausting all 100% sick time.

The definition of "immediate family" shall include the father, father-in-law, mother, mother-in-law, brother, sister, spouse, child, foster child, grandparent, grandchild, great-grandparent, great-grandchild, stepparent, and stepchild of any employee of the City, the domestic partner of the employee, a household member (any person residing in the immediate household of the employee at the time of the illness or injury), a designated person (as defined and limited to Article 6.10(B)) and the following relatives of an employee's domestic partner: child, grandchild, mother, father.

Any employee claiming a domestic partner for purposes of this Article shall have an approved City Affidavit of Domestic Partnership form or a registered State of California Declaration of Domestic Partnership form on file in the Employee Benefits Office,



Personnel Department, which identifies that individual as the employee's domestic partner.

## **ARTICLE 6.5        HOLIDAYS AND HOLIDAY PAY**

- A.
  - 1.
    - a. A half-time employee, as defined by Article 4.1 (Part-Time Employment) of this MOU, shall qualify for and receive holiday benefits, including the unspecified holidays, except as noted in Subsection A(1)b of this Article. However, pay for the holidays shall be at the half-time rate.
    - b. A half-time employee who transfers to intermittent status without having taken the unspecified holiday shall not be entitled to the holiday while in intermittent status.
  - 2. Intermittent employees, as defined by Article 4.1 (Part-Time Employment) of this MOU, shall not be entitled to holiday benefits. An intermittent employee who becomes half-time, and who has not previously qualified for the unspecified holiday benefit as a full or half-time employee, shall be required to qualify for the unspecified holiday by completing six (6) consecutive months of service in half-time status and to have been compensated for at least 500 hours.
- B. For eligible employees, the following days shall be treated as holidays:
  - 1. New Year's Day
  - 2. Martin Luther King, Jr.'s Birthday (the third Monday in January)
  - 3. Presidents Day (the third Monday in February)
  - 4. Cesar E. Chavez Birthday (the last Monday in March)
  - 5. Memorial Day (the last Monday in May)
  - 6. Juneteenth (June 19)
  - 7. Independence Day (July 4)
  - 8. Labor Day (the first Monday in September)
  - 9. Indigenous Peoples Day (the second Monday in October)
  - 10. Veterans Day (November 11)
  - 11. Thanksgiving Day (the fourth Thursday in November)
  - 12. The Friday after Thanksgiving Day
  - 13. Christmas Day (December 25)
  - 14. Any day or portion thereof declared to be a holiday by proclamation of the Mayor and the concurrence of the City Council by resolution
  - 15. Effective July 7, 2019, one (1) additional unspecified holiday will be added for a total of two (2) unspecified holidays (per calendar year).
- C. When any holiday from Subsections B(1) through B(13) of this Article falls on a Sunday, it shall be observed on the following Monday.

- D. When any holiday from Subsections B(1) through B(13) of this Article falls on a Saturday, it shall be observed on the preceding Friday.
- E. 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.
- F. Whenever a holiday listed under Sections B(1) through B(15) of this Article occurs during an employee's regularly scheduled work week, the appropriate number of hours of paid leave shall be credited for the purpose of computing overtime pay for work performed after 40 hours.
- G. Holiday Premium Pay - An employee who works on any holiday listed above will receive four (4) hours (or portion thereof as specified in Subsection B(14) of this Article) of holiday pay and one and one-half (1.5) the hourly rate for all hours worked on the observed holiday provided, however, that the employee has (1) worked the employee's assigned shift immediately before and the employee's assigned shift immediately after the holiday, or, (2) prior to such holiday Management has authorized the employee to take paid leave time off in lieu of the requirement to work said shifts. Any employee who fails to meet these requirements will be paid at the rate of one (1) hour for each hour worked. Employees shall not receive both overtime and holiday pay for the same hours.
- H. Employees working in excess of: eight (8) hours on any holiday listed from Subsections B(1) through B(13) of this Article, or hours worked in excess of any day or portion thereof declared to be a holiday by proclamation of the Mayor shall be paid at the appropriate holiday premium pay rate for the employee's class. Employees shall not receive both overtime and holiday premium pay for the same hours.
- I. For each holiday listed above which results in time off with pay for employees working a Monday through Friday work week, employees who are scheduled to work other than the Monday through Friday work week shall be entitled to the day off with pay or shall be compensated in accordance with all pertinent provisions (Sections B through H of this Article). If such holiday falls on the employee's scheduled day off, an alternative day off in-lieu shall be scheduled within the same calendar week of the holiday.
- J. Management shall have the sole authority and responsibility to determine whether the compensation for any holidays worked shall be in cash or paid leave time off.
- K. The unspecified holidays shall be taken in accordance with the following requirements:
  - 1. The holiday must be taken in the appropriate number of pro-rated hours during the calendar year in which it is credited or it will be forfeited. The

request for such time off, if timely submitted by the employee, will be promptly approved by Management subject to the operating needs of the employee's department. If an unforeseen operating requirement prevents the employee from taking such previously approved holiday, Management will reschedule the holiday so that it may be taken on some other reasonably satisfactory date within the calendar year.

2. Any break in service (i.e., resignation, discharge, retirement) prior to taking the holiday shall forfeit any right thereto.
3. The holiday shall not be utilized to extend the date of any layoff.
4. No employee shall be entitled to an unspecified holiday until the employee has completed six (6) months of satisfactory service and has completed 500 hours of compensated time.
5. No employee shall receive more than two (2) unspecified holidays each calendar year. Thus, (a) an employee transferring from the Department of Water and Power (DWP) to any other City department, office, or bureau will not receive an unspecified holiday after taking such holiday prior to leaving DWP, and (b) employees who resign or are terminated and then rehired during the same calendar year, will not receive an additional unspecified holiday when rehired.

## **ARTICLE 6.6 COMPENSATED PERSONAL TIME OFF**

Intermittent employees, except those employees hired before February 1, 1990, who continue to accrue vacation hours, shall be eligible to accrue compensated personal time off (CPTO) at the rate of 2.75 minutes for every hour compensated, effective January 1, 2000. Employees must complete a period of six (6) consecutive months of City service and must have been compensated for at least 500 hours before qualifying to use the CPTO. This benefit may be used in no less than one-half hour increments for the following purposes:

- A. Personal business, subject to approval of the immediate supervisor.
- B. Holidays assigned off. When a holiday falls on an employee's assigned schedule, and the employee is not required to work on that holiday, an employee may request to use CPTO.

Compensated personal time off may be accumulated for up to a maximum of 48 hours. Any time accumulated in excess of the maximum amount shall be deemed waived and lost.

There shall be no payment of any form for unused CPTO upon separation from City service for any reason.

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

Upon designation to half-time status from intermittent status, employees shall be allowed to carry over into the 100% sick leave bank up to a maximum of 48 hours of unused CPTO, 100% sick leave, or any combination of unused time. Any unused CPTO, 100% sick leave, or any combination of unused time in excess of 48 hours shall be deemed waived and lost.

Upon designation to half-time status, employees covered by the Article 9.1 (Transition of Recreation Assistants to Half-Time Positions) of this MOU shall continue to be eligible to use accrued CPTO until they receive the annual vacation credit.

## **ARTICLE 6.7        VACATION**

Notwithstanding any provision of Division 4, Chapter 6, Article 1 of the LAAC which may conflict, the following vacation benefits shall be provided to half-time employees, as defined by Article 4.1 (Part-Time Employment) of this MOU, in the manner provided in this Article.

### **A.     Definitions**

1.     “Vacation Year” means the 12-month period which begins on the date that the employee is designated as half-time.
2.     “Qualifying Year” means the first period of 12 consecutive months of service during which the employee was compensated for at least 900 hours, excluding overtime payments.
3.     “Anniversary Date” means the date 12 months following designation as a half-time employee.
4.     “Years of Service” means the aggregate number of each year worked following designation as a half-time employee, in which the employee was compensated for at least 900 hours.
5.     “Eligible Employee” means a half-time Unit employee who has established an anniversary date.

### **B.     Annual Vacation Benefit**

Eligible employees, as defined in this Article, shall receive and be entitled to use an annual vacation credit at the end of each vacation year completed in which 900 hours were compensated after completion of the qualifying year.

C. Maximum Accrual 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 accrual periods, as indicated in the chart in Section D of this Article.

D. Vacation Credit Rates

Eligible employees shall receive vacation credit in accordance with the following schedule:

Years of Service*	Annual Vacation Credit Rate	Maximum Vacation Credit Rate
12 months but less than 5 years	44 hours	132 hours
5 years but less than 13 years	68 hours	204 hours
13 years but less than 14 years	72 hours	216 hours
14 years but less than 15 years	76 hours	228 hours
15 years but less than 16 years	80 hours	240 hours
16 years but less than 17 years	84 hours	252 hours
17 years but less than 18 years	88 hours	264 hours
18 years but less than 19 years	92 hours	276 hours
19 years but less than 25 years	96 hours	288 hours
25 years and thereafter	100 hours	300 hours

\*As defined in Section A(4) of this Article.

E. Vacation Accrual During Active Military Service – Cash-Out of Accrued Vacation at Commencement of Leave

Employees called into active military service (other than temporary military service), following their qualifying for vacation based on the above-described criteria, shall 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 hours accrued as of the date of the commencement of their military leave. Such request may be for all accrued time or a portion of the accrued time. The request shall be made prior to the employee's first day of their leave of absence and shall be accompanied by orders or other evidence of entry into the armed forces of the United States.

## **ARTICLE 6.8            VACATION SCHEDULES**

Vacations will be scheduled in accordance with Section 4.250 of the LAAC and as far in advance as possible. Consideration shall be given to the efficient operation of the department and the requests of employees.

## **ARTICLE 6.9            BEREAVEMENT LEAVE**

A half-time employee, as defined in this MOU, shall qualify for bereavement leave. Such employees are eligible for a maximum of three (3) consecutive working days off per occurrence and shall be compensated for the hours normally scheduled during the period of the Bereavement Leave. Intermittent employees, as defined by Article 4.1 (Part-Time Employment) of this MOU, shall not be entitled to compensated leave because of family deaths.

Management's practices with regard to allowances for leave because of family deaths will be in accordance with Section 4.127.1a-d (Allowances for Leave Because of Family Deaths) of the LAAC.

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

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

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

Unit members shall be entitled to use the bereavement leave granted under this Article (or the sick leave used for purposes of bereavement leave as described in this Article), up until 370 calendar days from the date of the death of the qualifying immediate family member. Bereavement leave days not used prior to 370 days from the date of said death shall be deemed waived and lost.

## ARTICLE 6.10 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 6.4 [Family Illness] of this MOU), or designated person, upon the request of the employee or the designation of Management, in accordance with applicable Federal or State law, notwithstanding any other provisions of this MOU or the LAAC to the contrary.
2. An employee may take leave under the provisions of this Article if the employee has a serious health condition that makes him/her unable to perform the functions of the employee's position.
3. Leave under the provisions of this Article shall be limited to four (4) months (nine [9] pay periods [720 hours]) during a 12-month period, regardless of the number of incidents. A 12-month period shall begin on the first day of leave for each employee taking such leave. The succeeding 12-month period will begin the first day of leave taken under the provisions of this Article after completion of the previous 12-month period.

Exception: Under the provisions of this Article, a pregnant employee may be eligible for up to four (4) months (nine [9] pay periods [720 hours]) for childbirth disability and up to an additional four (4) months (nine [9] pay periods [720 hours]) for the purposes of bonding. (See Section 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 the 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 or financially

support a child or, in the case of a parent of an employee, who had such responsibility for the employee when the employee was a child. A biological or legal relationship is not necessary.

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

C. Eligibility

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

Exception: In accordance with Pregnancy Disability Leave (PDL) under the California Fair Employment and Housing Act (FEHA), on the first day of employment with the City, pregnant employees are eligible for up to four (4) months (nine [9] pay periods [720 hours]) of leave if disabled due to pregnancy.

2. 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.

Each employee must notify the employee's employing department at the time the leave is requested of the name and department of the other City employee who is requesting leave for the same incident. Such notification must include the starting and ending dates of the time period for which each employee is requesting leave.

The time limitation for spouses or domestic partners does not apply to leave taken by one (1) employee to care for the other who is seriously ill or to care for a child with a serious health condition.



D. Conditions

1. Pregnancy –

- a. 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.
- b. In accordance with PDL under the California FEHA, pregnant employees who are disabled due to pregnancy, childbirth, or related medical conditions are eligible for up to four (4) months (nine (9) pay periods [720 hours]) of leave with medical certification certifying the employee as unable to work due to a pregnancy-related condition. PDL under the FEHA may be taken before or after the birth of the child, and shall run concurrently with pregnancy leave under the federal Family and Medical Leave Act of 1993, which must be concluded within one (1) year of the child's birth.
- c. Employees (each parent individually) are also eligible for family leave (bonding) under the California Family Rights Act, which shall be limited to four (4) months (nine (9) pay periods [720 hours]) and must be concluded within one (1) year of the child's birth. Whereas bonding leave for the pregnant employee may be taken before or after delivery, bonding leave for the non-pregnant employee shall be taken on or after the anticipated delivery or placement date of the child, except as may be necessary under Subsection D(2) (Adoption) of this Article. (The administration of such leave shall be in accordance with Subsections C(2) and D(6) 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 or designated person shall begin on the date requested by the employee.
- 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.
- 5. 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 (3) calendar days involving continuing treatment by or under the supervision of a health care provider; or
  - c. Any period of incapacity (or treatment therefore) due to a chronic 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 (3) consecutive days if left untreated; or
  - f. Any period of incapacity due to pregnancy or for prenatal care.
6. Continuous, Intermittent, and Reduced Work Schedule Leave – All leave granted under this Article shall normally be for a continuous period of time for each incident.

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

In accordance with the California Family Rights Act (CFRA), leave for the birth, adoption, or foster care placement of a child of an employee (bonding leave) does not have to be taken in one (1) continuous period of time. Under CFRA, the basic minimum duration of bonding leave is two (2) weeks, and on any two (2) occasions an employee is entitled to this bonding leave for a time period of less than two (2) weeks' duration. Any other form of intermittent leave or work on a reduced schedule for the purpose of bonding leave shall only be permitted at the discretion of Management. Bonding leave must be concluded within one (1) year of the birth or placement of the child.

7. If any employee requires another leave for a separate incident under the provisions of this Article during the same 12-month period, a new request must be submitted.
8. A personal leave beyond the four (4) month (nine [9] pay 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.
9. Management has the right to verify the certification of a serious health condition by a health care provider for a leave under the provisions of this Article. Management shall allow the employee at least 15 calendar days to obtain the medical certification.
10. Upon return from family or medical leave, an employee shall be returned to the employee's original job or to an equivalent job.

E. Notice Requirements

1. Employee

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

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 paid or unpaid leave as qualifying time taken by an employee as family or medical leave qualifying regardless of whether or not the employee initiates a request to take family or medical leave.

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 Subsections F(1)(c), (d), (e) and (f) of this Article 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 (Subsection F(1)(c) of this Article). However, FLSA compensatory time off shall not be counted against the employee's four (4) month (nine [9] pay period [720 hours]) family or medical leave entitlement. Therefore, any use of FLSA compensatory time off under this Section shall extend the employee's family or medical leave by the total amount of FLSA compensatory time off used.

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

- a. Annual family illness sick leave up to 15 days may be used at the employee's discretion. Such leave may be taken before or after the accrued vacation described in Subsection F(2)(b) of this Article.
- 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 Subsections F(2)(c), (d), (e) and (f) of this Article.
- 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 (Subsection F(2)(c) of this Article). However, FLSA compensatory time off shall not be counted against the employee's four (4) month (nine [9] pay period [720 hours]) family or medical leave entitlement. Therefore, any use of FLSA compensatory time off under this Section shall extend the employee's family or medical leave by the total amount of FLSA compensatory time off used.

### 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 Subsection F(3)(c) of this Article.
- 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 Subsection F(3)(c) of this Article.
- 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 (Subsection F(3)(a) of this Article). However, FLSA compensatory time off shall not be counted against the employee's four (4) month (nine [9] pay period [720 hours]) family or medical leave entitlement. Therefore, any use of FLSA compensatory time off under this Section shall extend the employee's family or medical leave by the total amount of FLSA compensatory time off used.

(Note: An employee under Subsection F(1), (2), or (3) of this Article may use compensatory time off after depletion of accrued sick leave and vacation to continue paid leave during the 4-month family and medical leave period.)

G. Sick Leave Rate of Pay

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

H. Monitoring

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

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

**ARTICLE 6.11      DISABILITY INSURANCE PLAN**

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

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

**ARTICLE 6.12      DEPENDENT CARE REIMBURSEMENT ACCOUNT**

During the term of this MOU, Management agrees to maintain a Dependent Care Reimbursement Account (DCRA), qualified under Section 129 of the Internal Revenue Code, for half-time employees who are members of LACERS, provided that sufficient enrollment is maintained to continue to make the account available.

Enrollment in the DCRA is at the discretion of each employee. All contributions into the DCRA and related administrative fees shall be paid by employees who are enrolled in the plan. As a qualified Section 129 Plan, the DCRA shall be administered according to the rules and regulations specified for such plans by the Internal Revenue Service.

**ARTICLE 6.13      EMPLOYEE ASSISTANCE PROGRAM**

Management will expend for employees who are members of the Los Angeles City Employees' Retirement System (LACERS), and their eligible dependents, the sum necessary to cover the cost of an Employee Assistance Program (EAP). The benefits and

services of the EAP provider shall be determined by the City's Joint Labor-Management Benefits Committee.

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

#### **ARTICLE 6.14      WORKERS' COMPENSATION**

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

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

Salary continuation payments received for a temporary disability condition shall be provided for up to 12 months in the aggregate, and no more than 1,040 hours in the employee's service year, except when an employee is hired for a seasonal position (i.e., summer camp) or program, in which case salary continuation payments shall discontinue at the end of the season or scheduled end of a program. Following discontinuance of such payments, the employee will be paid at the State rate if they are still temporarily disabled.

#### **ARTICLE 6.15      WORKERS' COMPENSATION ALTERNATIVE DISPUTE RESOLUTION PROGRAM**

The following is for informational purposes:

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

The Workers' Compensation ADR Program, approved by the State of California, provides a dispute prevention and resolution process designed to improve the processing and quality of workers' compensation medical benefits, improve claim resolution, reduce

workers' compensation claim costs, return injured employees to work in a timely manner, and increase injured employees' satisfaction with the process.

#### **ARTICLE 6.16      SCHOOL ACTIVITY LEAVE**

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

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

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

#### **ARTICLE 6.17      PERSONAL LEAVE**

On January 1<sup>st</sup> of each year, each full-time unit member shall, in addition to all other compensatory time, receive 40 hours per calendar year as personal leave. Personal leave is defined as any event requiring a member's immediate attention. Personal leave shall not be used as a proxy for vacation or sick leave. Personal leave shall only be taken in the calendar year in which it is credited and, if not taken, such time shall be deemed waived and lost. Personal leave may be taken in one-hour increments. No employee shall be entitled to personal leave until the employee has completed six (6) months of satisfactory service. Under no circumstances shall such time be compensated in cash upon separating from City service, retirement, transfer to another bargaining unit, or any other reason.

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



## **ARTICLE 7.0        GRIEVANCES**

### **ARTICLE 7.1        GRIEVANCE PROCEDURE**

#### **STATEMENT OF INTENT**

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

#### **DEFINITION**

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

- A.     An impasse in meeting and conferring upon the terms of a proposed MOU.
- B.     Any matter for which an administrative remedy is provided before the Civil Service Commission.
- C.     Any issue that the parties agree to refer to another administrative resolution process.
- D.     Assignment and scheduling of hours and personnel, unless said assignment or scheduling is in violation of the departmental working rules or this MOU.
- E.     Disciplinary action (see Article 8.0 [Termination Review Procedure] of this MOU for appeal process).

#### **GENERAL PROVISIONS**

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

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

##### **B.     GRIEVANCE PROCESS RIGHTS**

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

C. TIME, TIME LIMITS AND WAIVERS

"Business days" shall be defined as Monday through Friday, exclusive of City Holidays, as defined in Article 6.5 (Holidays and Holiday Pay) of this MOU.

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

D. MEDIATION

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

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

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

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

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

## E. EXPEDITED ISSUES

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

1. Suspensions without pay
2. Allegations of failure to accommodate medical restrictions
3. Allegations of retaliation
4. Whistleblower complaints

Additional issues may be waived to the General Manager level upon mutual agreement of the union and management.

## GRIEVANCE PROCESS

### STEP 1 – ISSUE IDENTIFICATION AND INFORMAL DISCUSSION

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

The immediate supervisor shall meet with the employee, secure clarification of the issue, consider the employee's proposed solution, and discuss possible alternative solutions and/or other administrative remedies. If the issue is not resolved at this step, the immediate supervisor shall inform the department's personnel office, and the personnel director shall inform the union of the grievance. The immediate supervisor shall respond verbally within 10 business days following the meeting with the employee. Failure of the supervisor to respond within the time limit shall entitle the employee to process the issue to the next step.

### STEP 2

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

The manager, or appropriate designee, shall meet with the employee within 10 business days of the date of service of the grievance form at this Step to discuss the facts and solicit information on possible solutions or other appropriate administrative procedures.

The manager will provide a written response to the employee within 10) business days of meeting with the employee. Failure of management to respond within the time limit shall entitle the grievant to process the grievance to the next step.

### STEP 3

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

### STEP 4 – ARBITRATION

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

If such written notice is served, the parties shall jointly select an arbitrator from a list of seven (7) arbitrators furnished by the Employee Relations Board, within 10 business days following receipt of said list. Failure of the Union to notify the Employee Relations Board of the selected arbitrator within 60 business days of receipt of said list shall constitute a waiver of the grievance.

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

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

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

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

#### PROCEDURE:

##### STEP 1

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

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

##### STEP 2

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

#### **ARTICLE 7.2      UNION STEWARDS**

##### Section I

- A. The Union may designate a reasonable number of Union Stewards or other Union representative, who must be members of the Union, and shall provide all departments, offices, or bureaus with a written list of employees who have been so designated and revised lists within 30 calendar days of any changes in said

designations. A steward may represent a grievant in the presentation of a grievance at all levels of the grievance procedure. A steward may represent an employee in pre-disciplinary hearings (Skelly) or pre-disciplinary interviews where there is a reasonable expectation that disciplinary action will follow.

- B. The grievant and his/her representative shall be allowed to present grievances during scheduled hours of work. However, only that amount of time necessary to bring about a prompt disposition of the grievance will be allowed. The grievant shall arrange any necessary time off with the immediate supervisor for presenting the grievance beyond the informal level. The steward will receive paid time off only if he/she is a member of the Union; is in the same Unit as the grievant; is employed by the same department as the grievant; is employed within a reasonable distance from the work location of the grievant (within the same recreation district in the Department of Recreation and Parks); and the grievance is presented during the representative's scheduled hours of work.
- C. If a steward must leave the steward's work location to represent an employee, the steward shall first obtain permission from the steward's supervisor on a form provided for such purpose. Permission to leave will be granted unless such absence would cause an unreasonable interruption of work. If such permission cannot be granted promptly, the steward will be informed when time can be made available. Such time will not be more than 48 hours after the time of the steward's request, excluding scheduled days off and/or legal holidays, unless otherwise mutually agreed to. Denial of permission to leave at the time requested will automatically constitute an extension of time limits provided in the grievance procedure in this MOU, equal to the amount of the delay.
- D. Before leaving the steward's work location, the steward shall contact the requesting employee's supervisor to determine when the employee can be made available. Upon arrival, the steward will report to the employee's supervisor who will make arrangements for the requested meeting.
- E. Time spent on grievances, or the pre-disciplinary representation activities described in this Article, outside of regular working hours of the employee or the steward shall not be counted as work time for any purpose. Whenever these activities occur during the working hours of the employee and/or the steward, only that amount of time necessary to bring about a prompt disposition of the matter will be allowed. City time, as provided in this Article, is limited to the actual representation of employees and does not include time for investigation, preparation, or any other preliminary activity.

## Section II

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

- B. No later than September 30, 2019, or another date mutually agreed upon by the parties, the Union and City representatives will have established a curriculum and training program that will provide skills for both stewards and front-line supervisors in the processing and resolution of grievances and other workplace issues in a cooperative, problem-solving manner. Upon completion of the program, both union stewards and front-line supervisors will be certified.
- C. Stewards certified through this training shall be authorized to spend up to two (2) hours of City time to investigate each dispute raised under Grievance Procedure of this MOU.
- D. As is practicable, grievances will be heard by certified supervisors.

## **ARTICLE 8.0            TERMINATION REVIEW PROCEDURE**

### **ARTICLE 8.1            APPEAL PROCEDURE FOR INTERMITTENT/CIVIL SERVICE-EXEMPT HALF-TIME EMPLOYEES**

- A. An intermittent part-time or Civil Service-exempt half-time employee who has worked a total of at least 2,000 cumulative hours from the employee's initial hire date who is subject to discipline shall be provided with the following:
  - 1. A written description of the action(s) to be taken and the expected effective date(s).
  - 2. A written statement of the specific grounds upon which the disciplinary action is based.
  - 3. A copy of the materials upon which the action is based.
  - 4. A written statement informing the employee of the employee's right to appeal the disciplinary decision within five (5) business days to an advisory hearing.
- B. The City and the Union will jointly develop a list of hourly Hearing Officers knowledgeable in employee relations. Discipline cases for intermittent part-time and Civil Service-exempt half-time employees who have worked a total of at least 2,000 cumulative hours from his her initial hire date will be heard by a Hearing Officer from this list.

The hearings shall take no more than four (4) hours, which the Hearing Officer will divide as equally as possible between the Parties. The hearing shall be scheduled within five (5) business days of the notice of appeal filed by the employee, unless another date is mutually agreed upon by the Department and the employee. The costs of the Hearing Officer shall be shared equally by the Union and the City.

The Hearing Officer shall determine if the discipline or level of discipline is based on a reasonable good faith conclusion that the employee engaged in misconduct.

The Hearing Officer shall issue a written decision the same day, which shall be advisory to the Department head, whose decision shall be final.

## **ARTICLE 9.0            TRANSITION TO HALF-TIME**

### **ARTICLE 9.1            TRANSITION OF RECREATION ASSISTANTS TO HALF-TIME POSITIONS**

The City of Los Angeles and AFSCME support the goal of transitioning employees into exempt half-time positions, so that the employees become eligible for half-time pro-rated benefits, as described in Article 6.0 (Benefits) of this MOU. It is intended that the process set forth in this Article not limit the number of half-time positions that may be achieved through this process.

Employees appointed to these half-time positions shall immediately be certified to LACERS and become eligible for pro-rated half-time benefits.

#### Definition of Exempt Half-time Positions

A position, which will be compensated for 1,040 hours within a service year, with a minimum of 20 hours per pay period (any combination of hours per week which total 20 hours per pay period).

e.g.: 20 pay periods X 30 hours =	600 hours
5 pay periods X 80 hours =	400 hours
1 pay period of vacation earned =	<u>40 hours</u>
	1,040 total hours

The above example is illustrative and not restrictive as a possible schedule.

#### Guiding Principles

- A. Whenever possible, the Department will develop and assign employee schedules in a manner that facilitates the creation of half-time positions.
- B. In the development of half-time positions, it is agreed that no employee will be laid off or have the employee's schedule reduced so that half-time positions may be created.
- C. Wherever possible, additions in employee hours will be used to facilitate the creation of exempt half-time positions through the Transition Plan.



- D. The procedure for assignment of hours, as described below, must be exhausted prior to hiring any new employees.

#### Defining the Rosters

All Recreation Assistants will be placed on a roster. Rosters will be posted annually at all Recreation Centers/Facilities:

- A. Recreation Assistants, who have worked 600 hours or more in any one of the last three (3) service years, will be ranked in order of the total number of hours worked in the last two (2) service years.
- B. Recreation Assistants, who have worked 599 or less hours in any of the last three (3) service years, will be ranked in the order of the total number of hours worked in the last two (2) service years.
- C. Seasonal employees (Persons who work predominantly during school breaks).

Rosters will be purged regularly of employees who have not been compensated in 365 days. Revised rosters will be prepared in January and July to update hours for existing employees, add any new employees and delete those Recreation Assistants who have converted to half-time status.

#### Procedure for Assignment of Hours – Within a Recreation Center/Facility

As Recreation Assistant attrition occurs, or new Recreation Assistant hours are added, the hours that were assigned to that employee, or the new Recreation Assistant hours that are added, will be assigned to another Recreation Assistant through the following process:

- A. As hours become available, they will be documented in the official logbook and posted and date-stamped at the affected Recreation Center/Facility.
- B. The Director-in-Charge (DIC) shall offer Recreation Assistants hours that become available to Recreation Assistants employed at that Recreation Center/Facility based on their ranking on the roster of Recreation Assistants who have worked 600 hours or more in any one of their last three (3) service years. When necessary, the date of hire will be used as a tiebreaker.
- C. Recreation Assistants may decline additional hours. If the hours are declined, the hours will be offered to the next Recreation Assistant on the roster employed at that Recreation Center/Facility.
- D. The Recreation Assistant must accept or decline the hours in writing.

### Procedure for Assignment of Hours – Outside a Recreation Center/Facility

After exhausting the above procedure at the Recreation Center/Facility, the following process will be followed:

- A. The available hours will be posted on the Department's Internet site for a period of 14 calendar days from the date of posting. At Facility/Centers with no Internet access, the available hours will be posted on the bulletin board.
- B. All interested Recreation Assistants may submit an application to the Director-in-Charge (DIC) of the affected Recreation Center/Facility within the 14 calendar day posting period.
- C. If the DIC receives a large number of applications, applications may be screened for specific skills and/or experience and offered in the following order:
  - 1. The available hours will be offered first to a qualified Recreation Assistant who has 600 or more hours in any one of the last three (3) service years.
  - 2. If the posting of the available hours produces no qualified applicants with 600 or more hours, the affected Recreation Center/Facility may offer the hours to a Recreation Assistant with 599 or less hours in any one of their last three (3) service years.
  - 3. If the posting of available hours produces no qualified Recreation Assistants, the affected Recreation Center/Facility may offer the hours to seasonal Recreation Assistants.
- D. After exhausting the above procedure, the affected Recreation Center/Facility may hire a new Recreation Assistant upon approval of the Recreation and Parks Human Resources Division.

### Loss of Hours Due to Lack of Work or Lack of Funds

Recreation Assistants who are on the roster who are not scheduled for hours due to lack of work, lack of funds, or other operational or program reasons will continue to receive consideration for available Recreation Assistant hours in accordance with the Procedure for the Assignment of Hours Outside a Recreation Center/Facility. Recreation Assistants who have lost hours for any of the reasons stated above shall be first offered those hours when they are restored at their respective center.

### Joint Labor Management Committee

The City of Los Angeles and AFSCME will continue the Joint Labor Management Committee. The Committee will convene when needed to:

- A. Oversee the implementation of the Transition Plan, including all necessary procedures.
- B. Hear and make a determination on all employee appeals in regard to the process described in this Article.
- C. Determine and review all reports needed to monitor the process described in this Article.
- D. Quarterly review the rosters of eligible recreation assistants and hear and determine all appeals.

Designated Union members will attend the Joint Labor Management Committee on release time if attending during normal working hours and with prior notification to their supervisors.

#### Appeals Process

- A. Available hours will be posted and date-stamped at the center.
- B. The Annual Rosters will be posted at the center to enable employees to check their roster standing, and to be used by Directors in Charge (DIC) to offer available hours.
- C. With two (2) weeks (14 calendar days) of available hours being posted, the affected employee will appeal to the DIC.
- D. The DIC will attempt to resolve the issue and respond to the employee in writing within seven (7) calendar days. If an error occurred and the available hours have already been given to another employee, the supervisor will move to correct the error (The employee who loses hours may also file an appeal at this time.).
- E. If the employee disagrees with the DIC's decision, then the employee can appeal the decision to the Appeals Committee within seven (7) calendar days of the written notice. The Appeals Committee will be made up of one (1) person from Management and one (1) from labor.
- F. Within two (2) weeks from the date the employee files an appeal, the Appeals Committee will meet with the employee and issue a written binding decision.

**ARTICLE 9.2           PROCEDURE FOR ASSIGNMENT OF HOURS TO RECREATION INSTRUCTORS IN THE DEPARTMENT OF RECREATION AND PARKS**

When existing Recreation Instructor hours become available, or new Recreation Instructor hours are added, the available Recreation Instructor hours will be assigned to a Recreation Instructor, through the following process:

- A.     The hours and required skills or expertise will be posted on the Recreation Center/Facility bulletin board and the Department of Recreation and Parks' Internet site for at least 14 calendar days.
- B.     All Recreation Instructors with the specific expertise required may submit an application to the Director-in-Charge of the affected Recreation Center/Facility or the supervisor of the facility.
- C.     If a large number of applications are received, applications may be screened for specific skills and/or experience.
- D.     If the posting of the available hours produces no qualified applicants, the affected Recreation Center/Facility may hire a new Recreation Instructor.

**ARTICLE 9.3           DAY CAMP DIRECTOR HOURS**


Hours worked as a Day Camp Director, Class Code 0835, shall count towards the hours needed to transition to a half-time position pursuant, to Articles 4.1 (Part-Time Employment) and 9.1 (Transition to Half-Time Positions) of this MOU.

**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 UNION:**

  
\_\_\_\_\_  
Luciana Giorgi  
Business Representative

12/1/22  
Date


  
\_\_\_\_\_  
Miguel Nisthal, President  
AFSCME, Local 741

**FOR THE CITY:**

  
\_\_\_\_\_  
Matthew W. Szabo  
City Administrative Officer

12/2/2022  
Date

**Approved as to Form and Legality:**

  
\_\_\_\_\_  
Office of the City Attorney

December 2, 2022  
Date

**MOU 07**  
**Appendix A**  
**Operative on January 1, 2023**

<b>CLASS CODE</b>	<b>TITLE</b>	<b>SALARY</b>
2433-0	Art Instructor	\$ 33.25 /HR
2452-A	Art Instructor	\$ 20.48 /HR
2452-B	Art Instructor	\$ 23.74 /HR
2452-C	Art Instructor	\$ 27.01 /HR
2452-D	Art Instructor	\$ 30.41 /HR
0835-0	Day Camp Director I	\$ 21.38 /HR
0835-A	Day Camp Director II	\$ 23.74 /HR
0835-B	Day Camp Director II	\$ 25.53 /HR
0835-C	Day Camp Director II	\$ 27.62 /HR
0835-D	Day Camp Director II	\$ 29.68 /HR
2498-0	Recreation Assistant	\$ 19.59 /HR
2499-A	Recreation Instructor	\$ 20.48 /HR
2499-B	Recreation Instructor	\$ 23.74 /HR
2499-C	Recreation Instructor	\$ 27.01 /HR
2499-D	Recreation Instructor	\$ 30.41 /HR

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

**RELEASE TIME PILOT PROGRAM**

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

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

1. Union approved work-site meetings of the bargaining unit membership.
2. Membership meetings in order to assist with communicating issue(s) relevant to the work-force.

**Reporting and Accountability of Released Employee Time**

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

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

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

### **Bank of Hours**

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

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

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

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



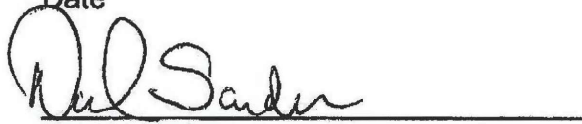
LETTER OF AGREEMENT  
BETWEEN  
THE COALITION OF LOS ANGELES CITY UNIONS  
AND THE CITY OF LOS ANGELES


RELEASE TIME PILOT PROGRAM

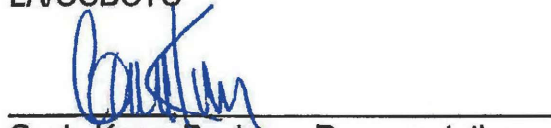
FOR THE COALITION:

  
Victor M. Gordo  
LIUNA Local 777


6/21/2019  
Date

  
David Sanders  
SEIU Local 721

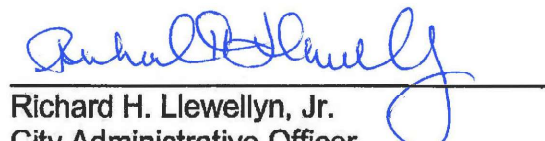
  
Chris Hannan, Council Representative  
LA/OCBCTC

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

  
Steve Koffroth  
AFSCME District Council 36

  
Carlos Rubio  
Teamsters Local 911

FOR THE CITY:

  
Richard H. Llewellyn, Jr.  
City Administrative Officer

7/26/19  
Date

Approved as to Form and Legality:

  
Office of the City Attorney

7/26/19  
Date

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

**UNION ACCESS TO NEW EMPLOYEE ORIENTATIONS**

**A. PARTIES**

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

**B. PURPOSE**

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

**C. TERM**

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

**D. AMENDMENTS, MODIFICATIONS, OR OTHER CHANGES**

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

**E. ENFORCEABILITY**

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

to the employer's new employee orientations. To that end, the parties agree to the following resolution for insufficient notice and a failure to provide union access. If the City fails to provide sufficient notice to the Union(s), except where allowed under this Agreement, and/or fails to provide Union access to the City's new employee orientations, and/or fails to provide release time in accordance with the provisions of this Agreement:

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

## **F. DEFINITIONS**

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

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

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

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

**G. UNION ACCESS TO NEW EMPLOYEE ORIENTATIONS**

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

**H. NOTICE OF NEW EMPLOYEE ORIENTATION**

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

**I. UNION 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.


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


UNION ACCESS TO NEW EMPLOYEE ORIENTATIONS


FOR THE COALITION:

  
Victor M. Gordo  
LIUNA Local 777

6/21/2019  
Date

  
David Sanders  
SEIU Local 721

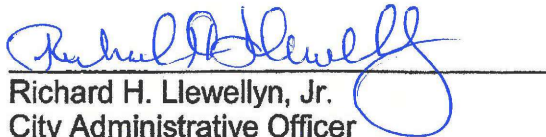
  
Chris Hannan, Council Representative  
LA/OCBCTC

  
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

LETTER OF AGREEMENT  
MEMORANDUM OF UNDERSTANDING NO. 07  
JANUARY 1, 2023 – DECEMBER 30, 2023

**CASH BONUS**

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

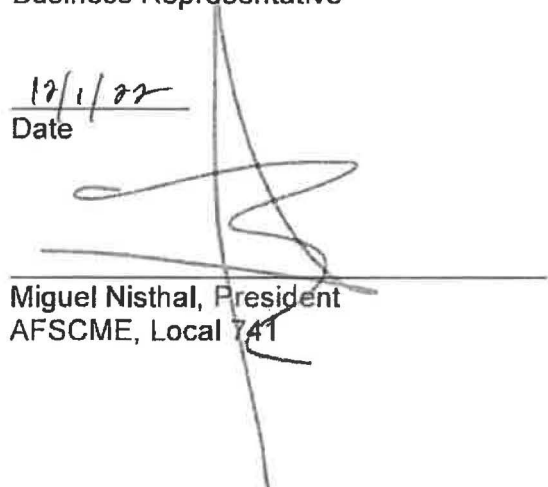
Full-Time	5% of annual regular rate of pay (including base wage and regularly assigned bonuses)
Half-Time	5% of compensation (based on an employee's base rate and regularly assigned bonuses) paid to an employee in the Fiscal Year 2022-23 (July 3, 2022 through July 1, 2023)
Intermittent	\$1,100.00

**FOR THE UNION:**



Luciana Giorgi  
Business Representative

12/1/22  
Date



Miguel Nisthal, President  
AFSCME, Local 741

**FOR THE CITY:**



Matthew W. Szabo  
City Administrative Officer

12/2/2022  
Date



LETTER OF AGREEMENT  
MEMORANDUM OF UNDERSTANDING NO. 07  
JANUARY 1, 2023 – DECEMBER 30, 2023

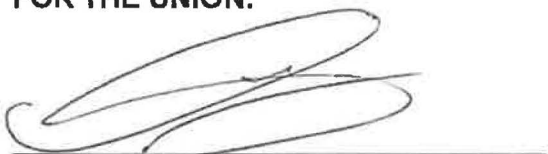
**REAFFIRMATION OF FORMER SIDE LETTERS**

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

1. Union Access to New Employee Orientations
2. Release Time Pilot Program

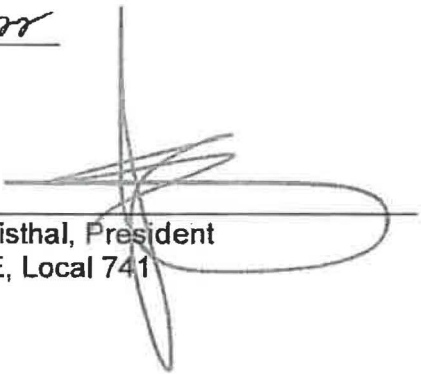
This Letter of Agreement shall expire concurrently with the term of the MOU

**FOR THE UNION:**



Luciana Giorgi  
Business Representative

12/1/22  
Date



Miguel Nisthal, President  
AFSCME, Local 741

**FOR THE CITY:**



Matthew W. Szabo  
City Administrative Officer

12/2/22  
Date