



# ADOPTED

BOARD OF SUPERVISORS  
COUNTY OF LOS ANGELES

December 17, 2024

3-D December 17, 2024

The Honorable Board of Commissioners  
Los Angeles County Development Authority  
383 Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, California 90012

A handwritten signature in black ink that reads "Edward Yen".

EDWARD YEN  
EXECUTIVE OFFICER

Dear Commissioners:

**APPROVE TWO MEMORANDA OF UNDERSTANDING WITH THE LABORERS'  
INTERNATIONAL UNION OF NORTH AMERICA LOCAL 777  
(ALL DISTRICTS) (3 VOTES)**

**SUBJECT**

This letter recommends approval of two three-year Memoranda of Understanding (MOUs) between the Los Angeles County Development Authority (LACDA) and the Laborers' International Union of North America Local 777 (LIUNA), other benefits and a General Salary Adjustment (GSA) for all employees.

**IT IS RECOMMENDED THAT THE BOARD:**

1. Approve and authorize the Executive Director or his designee to execute the two accompanying MOUs between the LACDA and LIUNA for the Maintenance Worker and Program Specialist bargaining units to be effective November 1, 2024, through October 31, 2027.
2. Approve a one-time non-pensionable payment of \$1000 for all active LACDA employees as of the date of the approval of this letter.
3. Approve a \$200 monthly bilingual pay stipend for all qualified represented and non-represented bilingual workers who translate both written and verbal correspondence.
4. Approve one additional 8-hour floating holiday for all LACDA employees and allow all regularly observed holidays to be taken as a 9-hour day for those employees on a 9/80 schedule.
5. Approve a three-step GSA to the LACDA's Salary Schedule to be applied to all represented and

non-represented employees as follows:

- a. Five percent (5%) effective the first full pay period following Board approval;
- b. Three and one-half percent (3.5%) effective the first full pay period after November 1, 2025; and
- c. Three and one-half percent (3.5%) effective the first full pay period after November 1, 2026.

### **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

The LACDA has a total of 587 employees, comprised of 343 non-represented employees and 244 employees represented by the Laborers' International Union of North America (LIUNA) in two bargaining units - the Maintenance Worker Unit and Program Specialist Unit. The existing Memoranda of Understanding with LIUNA expired on October 31, 2024. The LACDA has been actively engaged in negotiations with LIUNA for the past year to secure a successor MOU for both bargaining units and recently secured tentative agreements pending ratification by membership.

To aid in employee retention, this letter recommends approval of a one-time non-pensionable payment of \$1,000 for all LACDA employees. To aid in recruitment and retention, the MOUs also include a one-time, non-pensionable payment of \$1,000 for any bargaining unit member who meets both of the following criteria: (1) is hired by the LACDA during the term of the accompanying successor MOUs (November 2024 to October 2027), and (2) completes 36 months of employment with the LACDA.

The MOU for the Maintenance Worker Unit also includes an increase in the standby pay stipend from \$150 to \$250.

### **FISCAL IMPACT/FINANCING**

There is no impact on the County General Fund.

The cost of the one-time non-pensionable payments, increase to bilingual pay and increase to standby pay will total approximately \$1,334,000. The cost of the proposed GSAs will be approximately \$20.3 million over the three-year term of the MOUs, to be funded with Program and Administrative Funds included in the LACDA's Fiscal Year (FY) 2024-2025 through FY 2027-2028 budgets. The GSA will be applied to both represented and non-represented LACDA employees.

### **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

LIUNA was certified on April 14, 2009 as the majority representative for the Maintenance Worker and Program Specialist Bargaining Units. The most recent MOUs expired October 31, 2024.

Negotiations for the new MOUs commenced in November 2023 and were ongoing throughout 2024 until a tentative agreement was reached on December 2, 2024.

The LACDA's most recent GSAs were applied to all employees as follows: 5.5% effective the first pay period following Board approval on December 6, 2022; 3.25% effective the first pay period after October 1, 2023; 3.25% effective the first pay period after October 1, 2024.

With the approval of this letter, the LACDA's salary schedule will be updated to reflect the GSAs annually as follows: 5% effective the first full pay period following Board approval; 3.5% effective the first full pay period after November 1, 2025; 3.5% effective the first full pay period after November 1,

2026.

**ENVIRONMENTAL DOCUMENTATION**

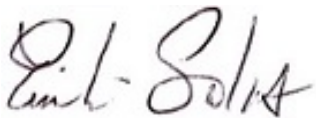
This action is exempt from the provisions of the National Environmental Policy Act (NEPA) pursuant to 24 Code of Federal Regulations, Part 58, Section 58.34 (a)(3), because it involves administrative activities that will not have a physical impact on or result in any physical changes to the environment.

The action is also not subject to the provisions of CEQA pursuant to State CEQA Guidelines 15060(c) (3) and 15378, because it is not defined as a project under CEQA and does not have the potential for causing a significant effect on the environment.

**IMPACT ON CURRENT SERVICES (OR PROJECTS)**

The recommended actions are consistent with the principle of promoting the well-being of employees and their families.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Emilio Salas". The signature is written in a cursive, flowing style.

Emilio Salas

Executive Director

ES:KT:BM:AM

**MEMORANDUM OF UNDERSTANDING FOR THE MAINTENANCE BARGAINING UNIT.**

THIS MEMORANDUM OF UNDERSTANDING (hereinafter "MOU") made and entered into this \_\_\_ day of [month]\_\_\_\_, [year]

BY AND BETWEEN

THE LOS ANGELES COUNTY DEVELOPMENT AUTHORITY (hereinafter "Management," "Employer," "LACDA," or "Authority").

AND

THE LABORERS' INTERNATIONAL UNION OF NORTH AMERICA, LOCAL 777, (hereinafter "LIUNA," or "Local 777" or "Union").

**ARTICLE 1 RECOGNITION**

The Laborers' International Union Local 777 was certified on April 14, 2009, by the State Mediation and Conciliation Service of the Department of Industrial Relations, State of California, as the majority representative of the Employer's employees in the Program Specialist Bargaining Unit (hereinafter referred to as "Unit"). LIUNA Local 777 (hereinafter referred to as "LIUNA") is the exclusive representative of the employees in the Unit.

The term "employee" or "employees" as used herein shall refer only to employees in the classifications listed in the Appendix herein as well as such classes as may be added hereafter to the Unit.

**ARTICLE 2 TERM**

The term of the Memorandum of Understanding shall be for a term of thirty-six (36) months commencing on NOVEMBER 1, 2024, and terminating on OCTOBER 31, 2027.

Unless otherwise specified herein, all proposed changes shall be effective on either on and after Board of Commissioners approval of the MOU or the date identified for the change(s), whichever date or event occurs last.

Notwithstanding the above, the provisions of the Memorandum of Understanding shall remain in effect until a successor Memorandum of Understanding is implemented or impasse proceedings are completed.

**ARTICLE 3 CALENDAR FOR SUCCESSOR MEMORANDUM OF UNDERSTANDING**

In the event that LIUNA or Management desires a successor Memorandum of Understanding said party shall serve upon the other, not later than April 1, 2027, notice

to request negotiations. Meet and confer sessions shall begin no later than thirty (30) calendar days following the submission of such notice.

#### **ARTICLE 4 PROVISIONS OF LAW AND SEPARABILITY**

It is mutually understood that this Memorandum of Understanding is subject to all applicable Federal, State or Local laws. If any Article, part, or provision of this Memorandum of Understanding is in conflict or inconsistent with such applicable provisions of Federal, State, or local law, or is otherwise held to be invalid or unenforceable by any court of competent jurisdiction, said Article, part, or provision shall be suspended and superseded by such applicable law, or regulations, and the remainder of this Memorandum of Understanding shall not be affected.

#### **ARTICLE 5 NON-DISCRIMINATION**

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

In accordance with said policies, Management agrees that no employee shall be interfered with, intimidated, restrained, coerced or discriminated against because of the exercise of his/her rights granted pursuant to the Meyers-Milias-Brown Act or the Employer's Employee Relations Resolution (ERR) and Local 777 agrees not to discriminate against an employee because of the exercise of his/her rights granted pursuant to the Meyers-Milias-Brown Act or the Employer's Employee Relations Resolution (ERR).

#### **ARTICLE 6 FULL UNDERSTANDING**

- A. This MOU sets forth the full and entire understanding of the parties regarding the matters set forth herein, and any other prior or existing understandings or agreements by the parties, whether formal or informal, regarding any such matters are hereby superseded or terminated in their entirety.
- B. Except as specifically provided for herein, the parties to this MOU, voluntarily and unqualifiedly waive their respective rights to meet and confer in good faith during the term of this MOU, with respect to any subject or matter specifically referenced herein. However, this Article shall not be deemed to preclude mutually agreed upon meet and confer in good faith sessions for the purpose of altering, waiving, modifying, or amending a specific provision(s) of this MOU.
- C. During the term of this MOU, either party may propose convening of informal (not governed by the Government Code Section 3500 et. Seq.) meetings, the subject of which shall be modification to Administrative and Personnel Policy Sections 301.1 and 301.2, only regarding accrual and use of vacation leave. If such proposal to meet is made, the parties shall convene the informal meeting process within a reasonable period of time and continue to reasonably meet subject to

either party having authority to unilaterally terminate the meeting process. The goal of the informal meeting process shall be to formulate modified leave policies for consideration by the LACDA.

**D. REOPENER**

This Memorandum of Understanding shall be subject to a reopener at the direction of the LACDA, upon adoption by the LACDA of a Resolution evidencing a finding by the LACDA that any or all of the following events have occurred during the term of this MOU:

- a) Ten percent (10%) or greater reduction in any one or more operating fund revenues during the period January 1 through June 30 compared to the immediately preceding same period of time; and/or the period July 1 through December 30 and the same preceding period of time. The decline, if any, shall be measured by receipts during the applicable time period.
- b) A determination by the LACDA to implement this Section a. shall not be subject to administrative or judicial challenge.

Upon the LACDA invocation of this Article, any increases in compensation initially provided for in this MOU shall immediately cease and revert to the status quo existing prior to implementation of the changes. The parties shall thereafter convene the meet and confer process. Implementation of the cessation and reversion of compensation increases provided for in this MOU, shall not occur unless and until the LACDA implements the same reversion to the status quo as regards to unrepresented employees.

Although invocation of this Article shall not in and of itself constitute a revocation of terms and conditions of employment in force and effect prior to adoption of this multi-year MOU, such provisions shall be subject to the meet and confer process conducted pursuant to this reopener.

The parties do acknowledge that during the term of this MOU, situations may arise which regard matters within the scope of representation, where the meet and confer process shall be required as to either the changes proposed by management to matters within the scope of representation and/or as to the impact of the exercise of any such management rights. Although not an exclusive description of issues that may give rise to the referenced meet and confer processes, exemplars are: 1) compliance with the Affordable Care Act, 2) addressing of changes in performance evaluation substance and/or methodology, 3) modifications to the Administrative and Personnel Policies.

**E. CONFLICTS**

Provisions of this MOU, shall be given full force and effect in place of any conflicting provisions in the Administrative Policies and Procedures and/or other rules,

regulations or policies applicable to the LACDA and shall prevail over any such conflicting policies, procedures, rules or regulations.

**ARTICLE 7 NO STRIKE – NO LOCKOUT**

In consideration of the mutual desire of the parties to promote and ensure harmonious relations and in consideration of this mutual pledge of accord, the Employer agrees that there shall be no lockout or the equivalent of members of the Union, and the Union and its members agree that during the term of this MOU, and during the process by which a successor MOU is renegotiated, or during use of impasse procedures there shall be no strike or “job action,” including but not limited to “sick outs,” “slowdowns,” “speedups” or other action resulting or intended to result, in the modified provision of services by the members.

**ARTICLE 8 UNION SECURITY**

**A. UNIT MEMBERSHIP LIST**

Management will provide LIUNA with an alphabetized list of employees’ names and numbers, email address, job title, unit, and division on a monthly basis.

**B. UNION MEMBER DEDUCTION AND DUES**

Upon notice from LIUNA that a bargaining unit employee has executed a voluntary written authorization, the LACDA shall deduct and transmit the bi-weekly dues to the LIUNA 777 office. Such deductions shall be made only when the employee’s earnings for a pay period are sufficient after other legally required deductions are made.

**ARTICLE 9 LACDA RIGHTS**

Section I

The LACDA reserves, retains and is vested with, solely and exclusively, all rights of Management which have not been expressly abridged by specific provisions of this Memorandum of Understanding or by law to manage the LACDA, as such rights existed prior to, during and after the execution of this Memorandum of Understanding. The sole and exclusive rights of management, not abridged by this Memorandum of Understanding or by law, shall include, but not be limited to, the following rights:

- A. To manage the LACDA generally and to determine the issues of policy.
- B. To determine the necessity and organization of any service or activity conducted by the LACDA and expand or diminish services.
- C. To determine the nature, manner, means and technology and extent of services to be provided to the public.
- D. Methods of financing.

- E. Types of equipment or technology to be used.
- F. To determine and/or change the facilities, methods, technology, means and size of the work force by which the LACDA operations are to be conducted.
- G. To determine and change the number of locations, relocations and types of operations, processes and materials to be used in carrying out all LACDA functions including, but not limited to, the right to contract for or subcontract any work or operation.
- H. To assign work to and schedule employees in accordance with requirements as determined by the LACDA, and to establish and change work schedules and assignments.
- I. To relieve employees from duties for lack of work, by means of layoff, or other process.
- J. To establish and modify productivity and performance programs and standards.
- L. To determine job classifications.
- M. To hire, transfer, promote, demote, suspend or discharge employees in accordance with this Memorandum of Understanding, or LACDA policies and procedures.
- N. To determine policies, procedures and standards for selection, training and promotion of employees.
- O. To establish employee performance standards including, but not limited to, quality and quantity standards, and to require compliance therewith.
- P. To maintain order and efficiency in its facilities and operations.
- Q. To establish and promulgate and/or modify rules and regulations to maintain order and safety in the LACDA which are not in contravention with this Memorandum of Understanding.
- R. To take any and all necessary action to carry out the mission of the LACDA in emergencies.

## Section II

Except in emergencies or where the LACDA is required to make changes in its operations because of the requirements of law, whenever the contemplated exercise of LACDA rights shall significantly impact the wages, hours and other terms and conditions of employment of the bargaining unit, the LACDA agrees to meet and confer in good faith with representatives of the LIUNA regarding the impact of the contemplated exercise of



such rights prior to exercising such rights, unless the matter of the exercise of such rights is allowed for elsewhere in this Memorandum of Understanding or in the LACDA policies and procedures.

#### **ARTICLE 10            EMERGENCY WAIVER PROVISION**

In the event of circumstances beyond the control of the LACDA, such as acts of God, fire, flood, insurrection, civil disorder, national emergency, or similar circumstances, provisions of this Memorandum of Understanding or the rules and regulations of the LACDA, which unreasonably prevent the LACDA from responding to these emergencies, shall be suspended for the duration of such emergency. After the emergency is over, the LIUNA shall have the right to meet and confer with the LACDA regarding a significant impact, if any, on employees of the suspension of these provisions in the Memorandum of Understanding and in any rules and regulations.

#### **ARTICLE 11            BULLETIN BOARDS**

Management will provide bulletin boards or space at locations reasonably accessible to Local 777 members, which may be used by the union for the following purposes:

- A.    Notices of LIUNA meetings.
- B.    Notices of LIUNA elections and their results.
- C.    Notices of LIUNA recreational and social events.
- D.    Notices of LIUNA official business.
- E.    Any other written material which has received the prior approval of the Department Management Representative.

#### **ARTICLE 12            WORK ACCESS**

A LIUNA Staff Representative(s) shall have access to the worksites represented herein during working hours for the purpose of assisting employees covered in the adjusting of grievances when such assistance is requested by the grievant(s). Said representative shall request authorization for such visit by contacting the designated representative of the head of the department, office or bureau. In the event immediate access cannot be authorized, the designated representative shall inform LIUNA staff representative as to the time when access can be granted.

LIUNA shall provide the Employer a written list of its Staff Representatives.

#### **ARTICLE 13            USE OF THE EMPLOYER'S FACILITIES**

LIUNA may use the Employer's facilities, with prior approval, for the purpose of holding meetings if the use of the facility will not interfere with normal departmental operations. Participating employees will attend said meetings on their own time.

It is understood that LIUNA will pay the cost if the use of a facility requires a fee for rental, or such services as special setups, security, or cleanup.

## **ARTICLE 14            RELEASE TIME FOR TRAINING**

LIUNA may submit a request in writing to the Employer to release on unpaid leave an employee or employees it has designated as a Steward to attend Union-sponsored training and development. When such leave is approved by the Employer the designated employee(s) shall be released without pay. Employees approved for leave under this Article shall be granted unpaid time off, not to exceed one day per year, over the term of this MOU.

The Union shall submit its written request to the Employer for employee leave under this Article not less than thirty (30) calendar days in advance of the scheduled training. Management shall notify the Union of its decision within fourteen (14) calendar days, or as soon as practical.

Upon receipt of a request for Union-sponsored educational development, Management will make a good faith effort to accommodate such request.

## **ARTICLE 15            PERSONNEL FOLDERS**

A represented employee shall be entitled to review and receive a copy of the contents of his/her personnel folders(s) at reasonable intervals, upon request, with supervisor approval, and upon having first made an appointment to do so with the designated custodian of records, during hours when the personnel office is normally open for business. Such review shall not interfere with the normal business of the Employer and shall be during non-paid leave from the employee's assignment. Employer shall reasonably accommodate employee requests to review a personnel folder(s) during the employee's meal or rest break.

No evaluation or disciplinary document shall be placed in an employee's official personnel file(s) without providing said employee with a copy. Within thirty (30) calendar days of receipt of the evaluation or disciplinary document, the employee may lodge with the Human Resources Manager, a written rebuttal. A timely written rebuttal shall be attached to the evaluation or disciplinary document. The employer shall not be precluded from issuing a reply to a timely rebuttal. Any such reply shall be served upon the employee prior to being affixed to the above documents, and not later than 30 calendar days after receipt of the employee rebuttal.

## **ARTICLE 16            SAFETY**

### Section I

All required safety clothing and devices shall be provided by management and shall be used to the fullest extent possible.

### Section II

Management will make every reasonable effort to provide safe working conditions. The 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 report any hazardous condition promptly to his/her immediate supervisor.

## **ARTICLE 17 NOTICE OF CHANGES IN WAGES, HOURS OR WORKING CONDITIONS**

It is the intent of the parties that this Memorandum of Understanding be administered in its entirety in good faith during the full term. It is recognized that during such term, it may be necessary to make changes in rules or procedures affecting the employees in the Unit. Where Management finds it necessary to make such changes, it shall notify LIUNA indicating the proposed change prior to its implementation.

Where such changes would significantly affect the working conditions in the unit, where the subject matter of the change is subject to negotiations pursuant to the Meyers-Milias-Brown Act, and where Local 777 requests to negotiate with Management, the parties shall expeditiously undertake meet and confer regarding the effect the change would have on the employees in the unit.

As regards to changes to specific terms of this MOU only, waiver or modification of any of the terms or provisions specifically contained herein shall not be binding upon the parties hereto unless made and executed in writing by all parties hereto and, if required, approved and implemented by the LACDA and Board of Commissioners.

## **ARTICLE 18 WORK SCHEDULES**

All work schedules, including number of hours to be worked during a payroll period or FLSA "work period," shall be subject to modification (decrease in compensated hours of work,) by layoff.

### **Standby and Callback Status - Administrative and Personnel Policy 119**

Standby compensation shall be \$250.00 for each Thursday through Thursday standby period.

Maintenance workers who are required to respond to an emergency and return to an Authority site beyond their regular scheduled work hours, but not less than two (2) hours before the starting time of the next regular shift, shall be compensated, for two (2) hours of overtime, or for actual overtime hours worked in the same day at their applicable rate of pay, whichever is greater. Compensated call back time shall commence when the employee leaves their location on route to the assigned worksite and ends upon return to their place of residence. Travel time to and from the employee's residence and the Authority worksite shall not be greater than two (2) hours and shall not include any personal or unrelated stops or errands.

In cases where the employee responds to a call and is not required to leave their location, the employee shall be entitled to overtime compensation for the actual duration

of the time spent servicing the call. The employee is required to notify their supervisor if they are not required to travel to the Authority site. Compensated call back time shall be compensated at employees' overtime rate (contract overtime versus FLSA overtime).

LACDA agrees to meet and confer in good faith throughout the term of the MOU to discuss workload distribution.

## **ARTICLE 19 REST PERIOD**

Subject to the responsible supervisor authorizing the actual use of rest period time based upon the needs of the LACDA, each employee shall be granted a maximum of fifteen (15) minutes rest period in each four (4) hour period; provided, however, that no such rest period shall be taken during the first or last hour of an employee's working day nor shall such rest period be combined and therefore exceed fifteen (15) minutes, without the express consent of the designated supervisor.

## **ARTICLE 20 GRIEVANCES AND UNION RIGHTS**

### **A. UNION STEWARDS**

LOCAL 777 shall provide the Employer a list of Union Stewards annually or upon any changes to the list. Local 777 may designate a reasonable number of Union Stewards who must be members of the Bargaining Unit. A Union Steward may represent a grievant at all levels of the grievance procedure.

The grievant and his/her Union Steward may have a reasonable amount of paid time off for this purpose. However, said representative will receive paid time off only if he/she is a member of the Union, and, is employed within a reasonable distance from the grievant's work location.

### **B. GRIEVANCE PROCEDURE**

#### Section I – Definitions

##### Grievance

A grievance is defined as any dispute concerning the interpretation or application of this written Memorandum of Understanding or of written departmental rules, and regulations, and written, personnel practices or written working conditions applicable to employees covered by this Memorandum of Understanding. Neither the grievance procedure or any other LACDA Rule or procedure allows for administrative challenge to performance evaluation reports or determinations regarding merit compensation modifications.

## Section II – Responsibilities and Rights

- A. No grievant shall lose his/her right to process his/her grievance because of Management-imposed limitations in scheduling meetings.
- B. The grievant has the responsibility to discuss his/her grievance informally with his/her immediate supervisor. The immediate supervisor will, upon request of a grievant, discuss the grievance with him/her at a mutually satisfactory time. The grievant may be represented by a representative of his/her choice in the informal discussion with his/her immediate supervisor, and in all formal review levels.
- C. The time limits between steps of the grievance procedure provided herein may be extended by mutual agreement or, the grievant and Management may waive one level of review from this grievance procedure.
- D. Management shall notify Local 777 of any formal grievance filed that involves the interpretation and/or application of the provisions of this Memorandum of Understanding and a Union Staff Representative shall have the right to be present and participate in the discussion at any formal grievance meeting concerning such a grievance. If the Union Staff Representative elects to attend said grievance meeting, he/she shall inform the Employer of his/her intention. The Union will be notified of the resolution of all other formal grievances.
- E. Procedure for Grievances Affecting a Group of Employees

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

The Union shall file the grievance in writing with the Employer within twenty (20) business days from the date of the incident. 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 with the Employer.

## Section III – Procedure

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

### Step 1 – Informal Discussion

The grievant shall discuss his/her grievance with his/her immediate supervisor on an informal basis in an effort to resolve the grievance and said grievance shall be considered waived if not so presented to the immediate supervisor within fifteen (15) business days following the date of the incident that is being grieved, or when the employee could have reasonably known about the event occurring.

The immediate supervisor shall respond within five (5) business days following his/her meeting with the grievant. Failure of the immediate supervisor to respond within such time limit shall entitle the grievant to process his/her grievance at the next step.

#### Step 2 – First Level of Review

If the grievance is not settled at Step 1, the grievant may serve written notice of the grievance on a form provided by the Employer upon the Employer designated to review the grievance at Step 2 within seven (7) business days of receipt of the grievance response at Step 1. Failure of the grievant to serve such written notice shall constitute a waiver of the grievance.

If such written notice is served, said person shall meet with the grievant, and a written decision or statement of the facts and issues shall be rendered to the grievant and his/her representative, if any, within fifteen (15) business days from the date of the Step 2 (First Level of Review) grievance meeting. Failure of Management to respond within such time limit shall entitle the grievant to process his/her grievance to the next step.

#### Step 3 – Second Level of Review

If the grievance is not settled at Step 2, the grievant may serve written notice of the grievance on said form upon the person designated to review the grievance at Step 3 within seven (7) business days of receipt of the Step 2 grievance response. Failure of the grievant to serve such written notice shall constitute a waiver of the grievance.

If such written notice is served, said person shall meet with the grievant, and a written decision of statement of the facts and issues shall be rendered to the grievant and his/her representative, if any, within fifteen (15) business days from the date of the Step 2 (Second Level Review) grievance meeting. Failure of Management to respond within such time limit shall entitle the grievant to process his/her grievance to an advisory hearing.

#### Step 4 – Advisory Hearing

If written decision at Step 3 does not settle the grievance, the grievant and LIUNA jointly may serve upon the Employer written request for an Advisory Hearing. The request for an Advisory Hearing must be filed within ten (10) business days following receipt of the date of service of the written decision of the Employer. Failure of the grievant and/or Local 777 to timely file such request, shall constitute a waiver of the grievance.

If such written notice is served, the parties shall meet for the purpose of selecting an advisory hearing officer from a list of seven (7) mutually-selected hearing officers chosen from a list provided by the State Mediation and Conciliation Service.

- A. The hearing 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 by the parties hereto agree to other rules

or procedures for the conduct of such arbitration. The fees and expenses of the hearing officer shall be shared equally by the parties involved, it being mutually understood that all other expenses including, but not limited to, fees or witnesses, transcripts, and similar costs incurred by the parties during such Advisory hearing, will be the responsibility of the individual party incurring same.

- B. The advisory decision of a hearing officer resulting from the hearing of any grievance hereunder shall not add to, subtract from, or otherwise modify the terms and conditions of the Memorandum of Understanding.
- C. The advisory decision of the hearing officer shall be presented by the hearing officer, to the Executive Director, who shall render a final decision based upon a review of the record. The final decision shall be rendered not later than thirty (30) business days after the Executive Director receives the complete record.

## **ARTICLE 21                                DISCIPLINE**

ADMINISTRATIVE AND PERSONNEL POLICY 1.3.0 (Personnel Appointments), section 1.3.3 (REMOVAL OF PERSONNEL) provides in pertinent part that all officers and regular employees serve at the pleasure of the Executive Director and therefore may be removed, suspended or demoted at any time without stated cause. No provision of this Article 21 or other MOU provision shall abrogate these stated requirements of ADMINISTRATIVE AND PERSONNEL POLICY 1.3.0 (Personnel Appointments), section 1.3.3 (REMOVAL OF PERSONNEL).

Subject to the following limitations, each bargaining unit employee will be afforded a pre-disciplinary meeting prior to the imposition of discipline. The following pre-disciplinary procedures shall be inapplicable to contract employees hired for either an initial or subsequent time on or after the date of adoption of this MOU and with less than six months of employment pursuant to the present contract or any consecutive extended contracts. In addition, and regardless of date of hire, a LACDA determination that a contract not be renewed, shall not be subject to any of the disciplinary review procedures described herein.

### A. Processing of Written Reprimands

Neither this process nor any other LACDA process provides any method for review of the imposition of a written reprimand. An employee may have his or her written statement in response to the reprimand attached to and included with the reprimand when placed in the employee's personnel file, provided that the written statement be provided to the Human Resources Management no later than five (5) business days after the employee received the reprimand.

### B. Processing of Suspensions, Demotions and/or Disciplinary Reductions In Compensation.

The following process shall be utilized where a unit member is subject to suspension, demotion and/or disciplinary reduction in compensation:

1. The Division Director prepares a written recommendation (hereafter the "Notice") for suspension, demotion and/or disciplinary reduction in compensation (hereafter referred to as "discipline" or "disciplinary action.") The notice shall include:
  - a. A description of the actions(s) to be taken and the expected effective date(s)
  - b. A clear and concise statement of the specific grounds and particular facts upon which the disciplinary action is based
  - c. A statement that a copy of the materials upon which the action is based is attached or available for inspection upon request; and
  - d. A statement informing the employee of the right to respond either verbally or in writing to the Hearing Officer prior to the effective date of the disciplinary action(s)
2. Notice is then presented to the Human Resources Division, if appropriate, for further review.
3. The reviewed Notice is submitted to the originating Division Director for signature and issuance to the employee.
4. The Division Director causes the Notice to be served upon the employee and the union not later than five (5) business days prior to the date of the pre-disciplinary hearing. The Notice advises the employee that he/she shall confirm his/her attendance at the pre-disciplinary hearing, by notifying the Employee Relations Officer in writing not later than 12:00 noon two business days prior to the hearing, as to whether or not the hearing shall be attended. Failure to provide timely notice shall constitute a waiver of the hearing opportunity.
5. The pre-disciplinary hearing shall occur within ten (10) business days of the service of notice. If the hearing does not occur within ten (10) business days or the hearing is not rescheduled to a mutually agreeable time, then it shall be considered waived.
6. If the employee either timely advises the Employee Relations Officer in writing of a waiver of the right to participate in the hearing, fails to provide timely notice of hearing attendance or hearing waiver, or, if the employee otherwise does not attend the hearing, the Employee Relations Officer shall submit all documentation related to the pending action to the Executive Director for the taking of final action.
7. Where a hearing is actually conducted, the hearing shall be presided over by a LACDA Manager or Director from a division other than that in which the subject employee is assigned, and this individual shall act as the Hearing Officer.



8. In addition to attendance by the employee and his/her designated representative(s), the Division Director who issued the disciplinary Notice (or designee) and the Employee Relations Officer, or designee, shall attend the hearing.
9. The hearing shall commence with the Hearing Officer advising the employee that this is his/her opportunity to provide information by which to challenge the recommended disciplinary action. The Hearing Officer may ask questions of the employee and the Division Director who initiated the action. In the case of the Hearing Officer determining after conclusion of the hearing, that additional information is to be sought from the employee and/or the Division Director, the Hearing Officer shall direct the Employee Relations Officer to provide the Division Director and/or the employee with written inquires and shall direct that written responses be provided to the Employee Relations Officer within a date certain. The Employee Relations Officer shall distribute those responses to the Hearing Officer, Division Director, and the employee.
10. The Hearing Officer shall review all information submitted during the hearing process and shall then prepare a written recommendation for resolution of the proceedings, and forward that draft to the Employee Relations Officer for review and provision of any recommended revisions.
11. The Employee Relations Officer shall then forward the document to the Hearing Officer for consideration of any recommended changes and the Hearing Officer shall then execute and finalize the document.
12. The determination of the Hearing Officer and all hearing materials are then submitted to the Executive Director for review and final determination. The determination of the Executive Director is submitted to the employee in writing in any of the following manners: (1) via U.S. Mail with a tracking number; or (2) may be personally served by the Division Director or designee; or (3) via electronic mail ("Email") to the employee's work Email address when the employee is not on administrative leave. When the employee is on administrative leave, an Email to the employee's personal Email address may be sent if the employee provides their personal Email address. Service shall be made prior to the effective date of the disciplinary action(s).

The determination of the Executive Director is final without right of administrative appeal.

#### C. Processing of Terminations / Binding Arbitration Procedure

The employee subject to termination shall first comply with the above procedural steps numbers 1-14 that are applicable to the processing of suspensions, demotions and/or disciplinary reductions in compensation.

Following exhaustion of steps B. (1-14) applicable to suspensions, demotions and/or disciplinary reductions in compensation, the following review process shall be available to the terminated employee:

1. The appeal shall be provided only upon LIUNA written demand to Human Resources Management within five (5) business days of service of the notification of a dismissal determination.
2. Regardless of a timely demand to convene the advisory appeal process, the dismissed employee shall be removed from payroll and compensation at the time the notice of dismissal is issued.
3. Upon receipt of a timely request to convene an appeal, the Human Resources Management or designee shall contact the State Mediation and Conciliation Service and request transmission to the Union and to the LACDA of a nine (9) person strike list.
4. Within five (5) business days of receipt of the strike list, the parties shall communicate and alternately strike names until one name remains. Determination of which party shall initially strike shall be mutually agreed upon by the parties (e.g., coin flip, etc.). The LACDA shall promptly advise the selected advisory hearing officer of his/her appointment.
5. Any and all hearing officer and State Mediation fees shall be equally divided between LIUNA and the LACDA. Each party shall be 100% responsible for fees/costs incurred by or for its designated representative(s) and for any other fee/cost incurred as a result of the presentation of its case.
6. The appeal shall be strictly governed by the following rules and the hearing officer shall strictly comply with the following rules:
  - a) The issues on appeal shall be do the facts support the charges? If so, is the discipline appropriate? If not, what is the remedy?
  - b) The LACDA shall produce the disciplinary documents and proceed with the production of its evidence, the employee may choose to produce evidence or make a presentation and time permitting (see below), rebuttal shall be presented by each party.
  - c) A total of two (2) hours shall be afforded to each party to make opening statements, to offer evidence and rebuttal and to make closing arguments. Time spent making objections shall be included within the two (2) hours' time limitation. At the request of either party, and upon a showing of good cause, the Arbitrator may allow for additional time, that he/she deems appropriate.
  - d) Other than evidentiary privileges, the rules of evidence shall not be applicable to the hearing with the exceptions that proffered evidence shall be relevant and hearsay not subject to an evidentiary exception shall not in itself support an advisory determination.
  - e) Within ten (10) business days of closure of the hearing, the hearing officer shall render and deliver a written determination to the Union and to Human Resources Management who shall promptly transmit the determination to the LACDA Executive Director.

- f) Either party may elect to audio record the proceedings or arrange for a court reporter at its own expense. Any such recording shall not be a “record”, official or otherwise.

The hearing officer’s decision shall be final and binding upon the parties and not subject to review except as permitted by Code of Civil Procedure section 1286.2.

## **ARTICLE 22 ADMINISTRATIVE AND PERSONNEL POLICY REVISIONS**

This MOU reflects changes having been agreed to by the parties as regards to the ADMINISTRATIVE AND PERSONNEL POLICIES and BENEFITS 1.28.0 (Optional Benefits Plan) and (Flexible Benefits Plan). Said provisions shall be incorporated into the ADMINISTRATIVE AND PERSONNEL POLICIES and BENEFITS documents and shall be addressed herein.

### **Optional Benefits Plan (Flex 1)**

Effective January 1, 2023, the LACDA’s monthly contribution for the Optional Benefits Plan for non-contract (regular employees), will be \$1,000 per month for employees electing Employee Only medical coverage; \$1,100 per month for employees electing Employee +1 medical coverage; and, \$1,750 per month for employees electing Employee + Family medical coverage.

Effective January 1, 2014, all unit members either newly or initially hired by the LACDA or who have been hired after a break in service, shall be enrolled in this Flex 1 benefits plan. Such employees shall not be allowed to enroll in the Flex 5 benefits plan.

### **Flexible Benefits Plan (Flex 5)**

Effective January 1, 2014, the LACDA’s monthly contribution for the Flexible Benefits Plan for non-contract (regular employees), will be the greater of \$1,078.00 or the percentage of an employee’s monthly salary as set forth in Benefits Policy, 1-28-0, based on years of service as of the employee’s anniversary date (all years “of service” are “full years” of service, not the commencement of the designated year of service). If the \$1,078 amount is modified by the LACDA as regards to unrepresented LACDA employees to be effective during the term of this MOU, said modification shall become effective as to unit members without a reconvening of the meet and confer process, in the amount, and on the date, specified by the LACDA as regards to unrepresented LACDA employees.

This unit also includes what are designated as “contract employees.” Although the LACDA ADMINISTRATIVE AND PERSONNEL POLICIES do not impact contract employees except as may be specifically provided for in those written policies, and in particular, do not reference flex benefits for contract employees, it is the LACDA practice to provide \$725 monthly to contract employees as and for flex benefit use.

Effective January 1, 2024, Members currently enrolled in the Flexible Benefits Plan (Flex 5) shall accrue non-elective leave time for both the first and second pay period of every month at a rate of 3.334 hours per pay period (80 divided by 24 pay periods) subject to the LACDA's Administrative and Personnel Policy 201.

To the extent that any provision of this MOU is inconsistent with a provision of the LACDA's ADMINISTRATIVE AND PERSONNEL POLICIES or other governing rules and regulations, the provision of this MOU shall prevail.

### **Request for Proposals**

The LACDA agrees to conduct a request for proposals for group medical programs in an attempt to identify an optimal program that would be effective beginning January 1, 2024.

### **ARTICLE 23 TOOLS**

The LACDA shall provide to all maintenance workers presently employed and employed in the future, the following tools. The tools shall be provided at LACDA expense:

- Hammer with claw
- Phillips or standard screwdrivers
- Standard pliers
- Water pump pliers or channel lock
- Crescent wrench, 6" or 12"
- Hex wrench set
- Three (3) prong electrical tester
- Pipe wrench
- Utility bar
- Wire cutters or dykes
- Tool box or tool tray
- Wood chisel or metal
- Utility knife
- Assorted nut drivers
- Hack saw
- Drywall saw

An employee shall be permitted to substitute an employee-owned/supplied substitute for any of the above described tools, only upon receiving prior written authorization to do so from a supervisor.

The procedures governing use, reporting of lost or damaged tools and the policy for replacement of employee-damaged LACDA owned property, shall be governed by applicable provisions in the LACDA's Maintenance Policy and Procedure Manual, the LACDA Administrative and Personnel Policies and any other applicable LACDA rule and regulation.

## **ARTICLE 24 PROTECTIVE APPAREL AND EQUIPMENT**

Administrative Policies and Procedures Sections 2.2.2 (B) (1) shall be amended as follows:

### **A. LACDA Reimbursement Commitment**

1. Employees will be reimbursed 100% of the total cost of the PPE when the equipment meets Cal/OSHA standards and is approved by the immediate supervisor and/or an authorized Safety Committee member.
2. All unit members shall be eligible for a reimbursement of the cost of purchasing protective footwear in an amount not to exceed one hundred fifty dollars (\$150) per Calendar year.
3. All unit members are required to wear ANSI certified protective footwear at all times in the course and scope of employment. The choice of specific ANSI certified footwear shall be at the discretion of the unit member so long as the chosen footwear is appropriate for the duties/risks attendant to the employee's job classification.

## **ARTICLE 25 SAFETY COMMITTEE**

Employees who are assigned to conduct inspections and/or maintenance work in the field may be subjected to dangerous working conditions. These employees are often assigned to work alone in the field. Therefore, LIUNA Local 777 and the LACDA will constitute a Joint Labor Management Committee (JLMC). This JLMC will evaluate the working conditions of employees assigned to maintenance and inspections for the purpose of identifying tools and technology to improve employee safety. The JLMC will also work to identify and implement best safety practices and protocols.

The membership will consist of no more than six (6) management staff and six (6) represented staff, with the represented staff being from either the Maintenance Bargaining Unit, the Program Specialist Unit, or both, at LIUNA's discretion. Notwithstanding, no more than four (4) members from each party may be present during any meetings, unless the other party consents in advance to the presence of additional committee members. Management and the Union will select their own respective members.

## **ARTICLE 26 PAYROLL DEDUCTIONS**

Subject to the impact of any recognized qualifying event, and concurrent with each annual open enrollment period by which unit members designate the making of, employee benefit-related payroll deductions, each affected employee may at his/her option, submit the necessary payroll deduction election form by which to authorize the LACDA to implement not more than three (3) additional post-tax payroll deductions which would require the transfer of monies to LIUNA-sponsored insurance programs. The election

form shall designate to which LIUNA-sponsored entity the payroll deduction(s) shall be transferred. In any instance where a particular employee's earning is insufficient to fund the LIUNA-sponsored insurance program deduction(s), the making of said deduction(s) shall be secondary to the making of other designated payroll deduction(s).

**ARTICLE 27            AB 340 The California Public Employees' Pension Reform Act of 2013**

The California Public Employees' Pension Reform Act of 2013, as it may from time to time exist, shall in its entirety be given full force and effect during and after the term of the 2017-2018 MOU. Any provision in the 2013 MOU which contradicts any provision of AB 340 shall be deemed null and void, with the contrary AB 340 provision(s) being given full force and effect. Therefore, no provision of AB 340 shall be deemed to impair any provision of the 2017-2018 MOU or any MOU, Agreement, Rule or Regulation predating the 2017-2018 MOU.

**ARTICLE 28 GENERAL SALARY ADJUSTMENT**

Effective after the approval of this MOU by the Board of Supervisors, all bargaining unit members who are employed at the time of approval of this MOU shall receive a one-time, lump sum, sign-on non-pensionable payment of one thousand dollars (\$1,000).

Effective the first full pay period after the approval of this MOU by the Board Supervisors, all bargaining unit members who are employed at the time of approval of this MOU shall receive a five percent (5%) general salary adjustment.

Effective the first full pay period after November 1, 2025, all bargaining unit members shall receive a three and one half percent (3.5%) general salary adjustment for all bargaining unit members.

Effective the first full pay period after November 1, 2026, all bargaining unit members shall receive a three and one half percent (3.5%) general salary adjustment for all bargaining unit members.

Effective after the approval of this MOU by the Board of Supervisors, any bargaining unit members who meet both of the following criteria will receive a one-time, lump sum, non-pensionable payment of one thousand dollars (\$1,000): (1) hired by the LACDA during the term of this MOU (November 1, 2024 to October 31, 2027), and (2) complete thirty-six (36) months of employment with the LACDA.

Unit members shall be provided any additional General Salary Adjustments that are provided during the term of this MOU to any Non-Represented LACDA employees that exceed the General Salary Adjustment provided to unit members. Any such adjustment shall be effective concurrent with the effective date as applicable to Non-Represented employees.

## ARTICLE 29 SENIORITY

Effective after the approval of this MOU by the Board of Supervisors, Seniority shall be defined as the length of continuous service with the LACDA. A break in service of one year or longer shall be a break in continuous service, and such a break will negate any accumulation of seniority. Seniority shall be given primary consideration for purposes of layoffs due to lack of work and recall from such layoffs.

## ARTICLE 30 HOLIDAYS

### A. Holidays

On the observance of the holidays listed below, all employees in the bargaining unit shall be entitled to the following paid holidays as long as they have been compensated for the day before and the day after the holiday is observed. Employees shall be compensated for the hours they would regularly work, not to exceed nine (9) hours.

<u>Holidays</u>	<u>Observance</u>
New Year's Day.....	January 1
Martin Luther King Jr.'s Birthday.....	Third Monday in January
Presidents' Day.....	Third Monday in February
Cesar Chavez Day.....	Last Monday in March
Memorial Day.....	Last Monday in May
Juneteenth.....	June 19
Independence Day.....	July 4
Labor Day.....	First Monday in September
Indigenous People's Day.....	Second Monday in October
Veterans' Day.....	November 11
Thanksgiving Day.....	Fourth Thursday in November
Day after Thanksgiving.....	Friday after Thanksgiving
Christmas Day.....	December 25

When a holiday occurs on a Saturday, the preceding Friday will be observed. When a holiday occurs on a Sunday, the following Monday will be observed. Regular employees scheduled to work on holidays will be credited with compensatory time for hours worked on that day.

Those employees whose 9/80 Friday "off" falls on a LACDA-observed holiday, will earn nine (9) hours of non-elective leave time which shall be added to the employee's leave bank during the pay period following the observed holiday. In any case where the employee has already earned the maximum amount of leave bank hours that shall be accumulated, eight (8) hours of paid compensation shall instead be provided to the employee working a 5/40 schedule and nine (9) hours of paid compensation shall instead be provided to the employee working a 9/80 schedule.

Officers, Regular employees and Contract employees on an unpaid leave of absence are not entitled to holiday pay.

## **B. Floating Holidays**

In addition to the above holidays, Officers and regular employees are granted two (2) eight (8) hour floating holidays per calendar year. The floating holidays may be taken when approved in advance and must be used before any Elective Annual Leave may be used. Any floating holiday(s) not used at the time of separation or at the end of the calendar year will be forfeited.



**IT IS AGREED:**  
FOR THE LABORERS' INTERNATIONAL  
UNION OF NORTH AMERICA,  
LOCAL 777:

FOR THE LOS ANGELES COUNTY  
DEVELOPMENT AUTHORITY:

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## **APPENDIX**

List of Classifications Represented in the Program Specialist Bargaining Unit:

Maintenance Worker I  
Maintenance Worker II  
Maintenance Worker III  
Maintenance Worker IV

**MEMORANDUM OF UNDERSTANDING FOR THE PROGRAM SPECIALIST BARGAINING UNIT.**

THIS MEMORANDUM OF UNDERSTANDING (hereinafter "MOU") made and entered into this \_\_\_ day of [month]\_\_\_\_\_, [year]

BY AND BETWEEN

THE LOS ANGELES COUNTY DEVELOPMENT AUTHORITY (hereinafter "Management," "Employer," "LACDA," or "Authority").

AND

THE LABORERS' INTERNATIONAL UNION OF NORTH AMERICA, LOCAL 777, (hereinafter "LIUNA," or "Local 777" or "Union").

**ARTICLE 1 RECOGNITION**

The Laborers' International Union Local 777 was certified on April 14, 2009, by the State Mediation and Conciliation Service of the Department of Industrial Relations, State of California, as the majority representative of the Employer's employees in the Program Specialist Bargaining Unit (hereinafter referred to as "Unit"). LIUNA Local 777 (hereinafter referred to as "LIUNA") is the exclusive representative of the employees in the Unit.

The term "employee" or "employees" as used herein shall refer only to employees in the classifications listed in the Appendix herein as well as such classes as may be added hereafter to the Unit.

**ARTICLE 2 TERM**

The term of the Memorandum of Understanding shall be for a term of thirty-six (36) months commencing on NOVEMBER 1, 2024, and terminating on OCTOBER 31, 2027.

Unless otherwise specified herein, all proposed changes shall be effective on either on and after Board of Commissioners approval of the MOU or the date identified for the change(s), whichever date or event occurs last.

Notwithstanding the above, the provisions of the Memorandum of Understanding shall remain in effect until a successor Memorandum of Understanding is implemented or impasse proceedings are completed.

**ARTICLE 3            CALENDAR FOR SUCCESSOR MEMORANDUM OF UNDERSTANDING**

In the event that LIUNA or Management desires a successor Memorandum of Understanding said party shall serve upon the other, not later than April 1, 2027, notice to request negotiations. Meet and confer sessions shall begin no later than thirty (30) calendar days following the submission of such notice.

**ARTICLE 4            PROVISIONS OF LAW AND SEPARABILITY**

It is mutually understood that this Memorandum of Understanding is subject to all applicable Federal, State or Local laws. If any Article, part, or provision of this Memorandum of Understanding is in conflict or inconsistent with such applicable provisions of Federal, State, or local law, or is otherwise held to be invalid or unenforceable by any court of competent jurisdiction, said Article, part, or provision shall be suspended and superseded by such applicable law, or regulations, and the remainder of this Memorandum of Understanding shall not be affected.

**ARTICLE 5            NON-DISCRIMINATION**

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

In accordance with said policies, Management agrees that no employee shall be interfered with, intimidated, restrained, coerced or discriminated against because of the exercise of his/her rights granted pursuant to the Meyers-Milias-Brown Act or the Employer's Employee Relations Resolution (ERR) and Local 777 agrees not to discriminate against an employee because of the exercise of his/her rights granted pursuant to the Meyers-Milias-Brown Act or the Employer's Employee Relations Resolution (ERR).

**ARTICLE 6            FULL UNDERSTANDING**

- A. This MOU sets forth the full and entire understanding of the parties regarding the matters set forth herein, and any other prior or existing understandings or agreements by the parties, whether formal or informal, regarding any such matters are hereby superseded or terminated in their entirety.
  
- B. Except as specifically provided for herein, the parties to this MOU, voluntarily and unqualifiedly waive their respective rights to meet and confer in good faith during the term of this MOU, with respect to any subject or matter specifically referenced herein. However, this Article shall not be deemed to preclude mutually agreed upon meet and confer in good faith sessions for the purpose of altering, waiving, modifying, or amending a specific provision(s) of this MOU.

C. During the term of this MOU, either party may propose convening of informal (not governed by the Government Code Section 3500 et. Seq.) meetings, the subject of which shall be modification to Administrative and Personnel Policy Sections 301.1 and 301.2, only regarding accrual and use of vacation leave. If such proposal to meet is made, the parties shall convene the informal meeting process within a reasonable period of time and continue to reasonably meet subject to either party having authority to unilaterally terminate the meeting process. The goal of the informal meeting process shall be to formulate modified leave policies for consideration by the LACDA.

D. **REOPENER**

This Memorandum of Understanding shall be subject to a reopener at the direction of the LACDA, upon adoption by the LACDA of a Resolution evidencing a finding by the LACDA that any or all of the following events have occurred during the term of this MOU:

- a) Ten percent (10%) or greater reduction in any one or more operating fund revenues during the period January 1 through June 30 compared to the immediately preceding same period of time; and/or the period July 1 through December 30 and the same preceding period of time. The decline, if any, shall be measured by receipts during the applicable time period.
- b) A determination by the LACDA to implement this Section a. shall not be subject to administrative or judicial challenge.

Upon the LACDA invocation of this Article, any increases in compensation initially provided for in this MOU shall immediately cease and revert to the status quo existing prior to implementation of the changes. The parties shall thereafter convene the meet and confer process. Implementation of the cessation and reversion of compensation increases provided for in this MOU, shall not occur unless and until the LACDA implements the same reversion to the status quo as regards to unrepresented employees.

Although invocation of this Article shall not in and of itself constitute a revocation of terms and conditions of employment in force and effect prior to adoption of this multi-year MOU, such provisions shall be subject to the meet and confer process conducted pursuant to this reopener.

The parties do acknowledge that during the term of this MOU, situations may arise which regard matters within the scope of representation, where the meet and confer process shall be required as to either the changes proposed by management to matters within the scope of representation and/or as to the impact of the exercise of any such management rights. Although not an exclusive description of issues that may give rise to the referenced meet and confer processes, exemplars are: 1) compliance with the Affordable Care Act, 2)

addressing of changes in performance evaluation substance and/or methodology,  
3) modifications to the Administrative and Personnel Policies.

**E. CONFLICTS**

Provisions of this MOU, shall be given full force and effect in place of any conflicting provisions in the Administrative Policies and Procedures and/or other rules, regulations or policies applicable to the LACDA and shall prevail over any such conflicting policies, procedures, rules or regulations.

**ARTICLE 7 NO STRIKE – NO LOCKOUT**

In consideration of the mutual desire of the parties to promote and ensure harmonious relations and in consideration of this mutual pledge of accord, the Employer agrees that there shall be no lockout or the equivalent of members of the Union, and the Union and its members agree that during the term of this MOU, and during the process by which a successor MOU is renegotiated, or during use of impasse procedures there shall be no strike or “job action,” including but not limited to “sick outs,” “slowdowns,” “speedups” or other action resulting or intended to result, in the modified provision of services by the members.

**ARTICLE 8 UNION SECURITY**

**A. UNIT MEMBERSHIP LIST**

Management will provide LIUNA with an alphabetized list of employees’ names and numbers, email address, job title, unit, and division on a monthly basis.

**B. UNION MEMBER DEDUCTION AND DUES**

Upon notice from LIUNA that a bargaining unit employee has executed a voluntary written authorization, the LACDA shall deduct and transmit the bi-weekly dues to the LIUNA 777 office. Such deductions shall be made only when the employee’s earnings for a pay period are sufficient after other legally required deductions are made.

**ARTICLE 9 LACDA RIGHTS**

Section I

The LACDA reserves, retains and is vested with, solely and exclusively, all rights of Management which have not been expressly abridged by specific provisions of this Memorandum of Understanding or by law to manage the LACDA, as such rights existed prior to, during and after the execution of this Memorandum of Understanding. The sole and exclusive rights of management, not abridged by this Memorandum of Understanding or by law, shall include, but not be limited to, the following rights:

- A. To manage the LACDA generally and to determine the issues of policy.
- B. To determine the necessity and organization of any service or activity conducted by the LACDA and expand or diminish services.
- C. To determine the nature, manner, means and technology and extent of services to be provided to the public.
- D. Methods of financing.
- E. Types of equipment or technology to be used.
- F. To determine and/or change the facilities, methods, technology, means and size of the work force by which the LACDA operations are to be conducted.
- G. To determine and change the number of locations, relocations and types of operations, processes and materials to be used in carrying out all LACDA functions including, but not limited to, the right to contract for or subcontract any work or operation.
- H. To assign work to and schedule employees in accordance with requirements as determined by the LACDA, and to establish and change work schedules and assignments.
- I. To relieve employees from duties for lack of work, by means of layoff, or other process.
- J. To establish and modify productivity and performance programs and standards.
- L. To determine job classifications.
- M. To hire, transfer, promote, demote, suspend or discharge employees in accordance with this Memorandum of Understanding, or LACDA policies and procedures.
- N. To determine policies, procedures and standards for selection, training and promotion of employees.
- O. To establish employee performance standards including, but not limited to, quality and quantity standards, and to require compliance therewith.
- P. To maintain order and efficiency in its facilities and operations.
- Q. To establish and promulgate and/or modify rules and regulations to maintain order and safety in the LACDA which are not in contravention with this Memorandum of Understanding.

- R. To take any and all necessary action to carry out the mission of the LACDA in emergencies.

## Section II

Except in emergencies or where the LACDA is required to make changes in its operations because of the requirements of law, whenever the contemplated exercise of LACDA rights shall significantly impact the wages, hours and other terms and conditions of employment of the bargaining unit, the LACDA agrees to meet and confer in good faith with representatives of the LIUNA regarding the impact of the contemplated exercise of such rights prior to exercising such rights, unless the matter of the exercise of such rights is allowed for elsewhere in this Memorandum of Understanding or in the LACDA policies and procedures.

### **ARTICLE 10            EMERGENCY WAIVER PROVISION**

In the event of circumstances beyond the control of the LACDA, such as acts of God, fire, flood, insurrection, civil disorder, national emergency, or similar circumstances, provisions of this Memorandum of Understanding or the rules and regulations of the LACDA, which unreasonably prevent the LACDA from responding to these emergencies, shall be suspended for the duration of such emergency. After the emergency is over, the LIUNA shall have the right to meet and confer with the LACDA regarding a significant impact, if any, on employees of the suspension of these provisions in the Memorandum of Understanding and in any rules and regulations.

### **ARTICLE 11            BULLETIN BOARDS**

Management will provide bulletin boards or space at locations reasonably accessible to Local 777 members, which may be used by the union for the following purposes:

- A. Notices of LIUNA meetings.
- B. Notices of LIUNA elections and their results.
- C. Notices of LIUNA recreational and social events.
- D. Notices of LIUNA official business.
- E. Any other written material which has received the prior approval of the Department Management Representative.

### **ARTICLE 12            WORK ACCESS**

A LIUNA Staff Representative(s) shall have access to the worksites represented herein during working hours for the purpose of assisting employees covered in the adjusting of grievances when such assistance is requested by the grievant(s). Said representative shall request authorization for such visit by contacting the designated representative of the head of the department, office or bureau. In the event immediate access cannot be



authorized, the designated representative shall inform LIUNA staff representative as to the time when access can be granted.

LIUNA shall provide the Employer a written list of its Staff Representatives.

### **ARTICLE 13           USE OF THE EMPLOYER'S FACILITIES**

LIUNA may use the Employer's facilities, with prior approval, for the purpose of holding meetings if the use of the facility will not interfere with normal departmental operations. Participating employees will attend said meetings on their own time.

It is understood that LIUNA will pay the cost if the use of a facility requires a fee for rental, or such services as special setups, security, or cleanup.

### **ARTICLE 14           RELEASE TIME FOR TRAINING**

LIUNA may submit a request in writing to the Employer to release on unpaid leave an employee or employees it has designated as a Steward to attend Union-sponsored training and development. When such leave is approved by the Employer the designated employee(s) shall be released without pay. Employees approved for leave under this Article shall be granted unpaid time off, not to exceed one day per year, over the term of this MOU.

The Union shall submit its written request to the Employer for employee leave under this Article not less than thirty (30) calendar days in advance of the scheduled training. Management shall notify the Union of its decision within fourteen (14) calendar days, or as soon as practical.

Upon receipt of a request for Union-sponsored educational development, Management will make a good faith effort to accommodate such request.

### **ARTICLE 15           PERSONNEL FOLDERS**

A represented employee shall be entitled to review and receive a copy of the contents of his/her personnel folders(s) at reasonable intervals, upon request, with supervisor approval, and upon having first made an appointment to do so with the designated custodian of records, during hours when the personnel office is normally open for business. Such review shall not interfere with the normal business of the Employer and shall be during non-paid leave from the employee's assignment. Employer shall reasonably accommodate employee requests to review a personnel folder(s) during the employee's meal or rest break.

No evaluation or disciplinary document shall be placed in an employee's official personnel file(s) without providing said employee with a copy. Within thirty (30) calendar days of receipt of the evaluation or disciplinary document, the employee may lodge with the Human Resources Manager, a written rebuttal. A timely written rebuttal shall be attached to the evaluation or disciplinary document. The employer shall not be precluded from

issuing a reply to a timely rebuttal. Any such reply shall be served upon the employee prior to being affixed to the above documents, and not later than 30 calendar days after receipt of the employee rebuttal.

## **ARTICLE 16 SAFETY**

### Section I

All required safety clothing and devices shall be provided by management and shall be used to the fullest extent possible.

### Section II

Management will make every reasonable effort to provide safe working conditions. The 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 report any hazardous condition promptly to his/her immediate supervisor.

## **ARTICLE 17 NOTICE OF CHANGES IN WAGES, HOURS OR WORKING CONDITIONS**

It is the intent of the parties that this Memorandum of Understanding be administered in its entirety in good faith during the full term. It is recognized that during such term, it may be necessary to make changes in rules or procedures affecting the employees in the Unit. Where Management finds it necessary to make such changes, it shall notify LIUNA indicating the proposed change prior to its implementation.

Where such changes would significantly affect the working conditions in the unit, where the subject matter of the change is subject to negotiations pursuant to the Meyers-Milias-Brown Act, and where Local 777 requests to negotiate with Management, the parties shall expeditiously undertake meet and confer regarding the effect the change would have on the employees in the unit.

As regards to changes to specific terms of this MOU only, waiver or modification of any of the terms or provisions specifically contained herein shall not be binding upon the parties hereto unless made and executed in writing by all parties hereto and, if required, approved and implemented by the LACDA and Board of Commissioners.

## **ARTICLE 18 WORK SCHEDULES**

All work schedules, including number of hours to be worked during a payroll period or FLSA "work period," shall be subject to modification (decrease in compensated hours of work,) by layoff.

## **ARTICLE 19 REST PERIOD**

Subject to the responsible supervisor authorizing the actual use of rest period time based upon the needs of the LACDA, each employee shall be granted a maximum of fifteen (15) minutes rest period in each four (4) hour period; provided, however, that no such rest period shall be taken during the first or last hour of an employee's working day nor shall such rest period be combined and therefore exceed fifteen (15) minutes, without the express consent of the designated supervisor.

## **ARTICLE 20 GRIEVANCES AND UNION RIGHTS**

### **A. UNION STEWARDS**

Local 777 shall provide the Employer a list of Union Stewards annually or upon any changes to the list. Local 777 may designate a reasonable number of Union Stewards who must be members of the Bargaining Unit. A Union Steward may represent a grievant at all levels of the grievance procedure.

The grievant and his/her Union Steward or representative may have a reasonable amount of paid time off for this purpose. However, said representative will receive paid time off only if he/she is a member of the Union, and, is employed within a reasonable distance from the grievant's work location.

### **B. GRIEVANCE PROCEDURE**

#### Section I – Definitions

##### Grievance

A grievance is defined as any dispute concerning the interpretation or application of this written Memorandum of Understanding or of written departmental rules, and regulations, and written, personnel practices or written working conditions applicable to employees covered by this Memorandum of Understanding. Neither the grievance procedure or any other LACDA Rule or procedure allows for administrative challenge to performance evaluation reports or determinations regarding merit compensation modifications.

#### Section II – Responsibilities and Rights

- A. No grievant shall lose his/her right to process his/her grievance because of Management-imposed limitations in scheduling meetings.
- B. The grievant has the responsibility to discuss his/her grievance informally with his/her immediate supervisor. The immediate supervisor will, upon request of a grievant, discuss the grievance with him/her at a mutually satisfactory time. The grievant may be represented by a representative of his/her choice in the informal discussion with his/her immediate supervisor, and in all formal review levels.

- C. The time limits between steps of the grievance procedure provided herein may be extended by mutual agreement or, the grievant and Management may waive one level of review from this grievance procedure.
- D. Management shall notify Local 777 of any formal grievance filed that involves the interpretation and/or application of the provisions of this Memorandum of Understanding and a Union Staff Representative shall have the right to be present and participate in the discussion at any formal grievance meeting concerning such a grievance. If the Union Staff Representative elects to attend said grievance meeting, he/she shall inform the Employer of his/her intention. The Union will be notified of the resolution of all other formal grievances.
- E. Procedure for Grievances Affecting a Group of Employees

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

The Union shall file the grievance in writing with the Employer within twenty (20) business days from the date of the incident. 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 with the Employer.

### Section III – Procedure

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

#### Step 1 – Informal Discussion

The grievant shall discuss his/her grievance with his/her immediate supervisor on an informal basis in an effort to resolve the grievance and said grievance shall be considered waived if not so presented to the immediate supervisor within fifteen (15) business days following the date of the incident that is being grieved, or when the employee could have reasonably known about the event occurring.

The immediate supervisor shall respond within five (5) business days following his/her meeting with the grievant. Failure of the immediate supervisor to respond within such time limit shall entitle the grievant to process his/her grievance at the next step.

#### Step 2 – First Level of Review

If the grievance is not settled at Step 1, the grievant may serve written notice of the grievance on a form provided by the Employer upon the Employer designated to review the grievance at Step 2 within seven (7) business days of receipt of the grievance

response at Step 1. Failure of the grievant to serve such written notice shall constitute a waiver of the grievance.

If such written notice is served, said person shall meet with the grievant, and a written decision or statement of the facts and issues shall be rendered to the grievant and his/her representative, if any, within fifteen (15) business days from the date of the Step 2 (First Level of Review) grievance meeting. Failure of Management to respond within such time limit shall entitle the grievant to process his/her grievance to the next step.

### Step 3 – Second Level of Review

If the grievance is not settled at Step 2, the grievant may serve written notice of the grievance on said form upon the person designated to review the grievance at Step 3 within seven (7) business days of receipt of the Step 2 grievance response. Failure of the grievant to serve such written notice shall constitute a waiver of the grievance.

If such written notice is served, said person shall meet with the grievant, and a written decision or statement of the facts and issues shall be rendered to the grievant and his/her representative, if any, within fifteen (15) business days from the date of the Step 2 (Second Level Review) grievance meeting. Failure of Management to respond within such time limit shall entitle the grievant to process his/her grievance to an advisory hearing.

### Step 4 – Advisory Hearing

If written decision at Step 3 does not settle the grievance, the grievant and LIUNA jointly may serve upon the Employer written request for an Advisory Hearing. The request for an Advisory Hearing must be filed within ten (10) business days following receipt of the date of service of the written decision of the Employer. Failure of the grievant and/or Local 777 to timely file such request, shall constitute a waiver of the grievance.

If such written notice is served, the parties shall meet for the purpose of selecting an advisory hearing officer from a list of seven (7) mutually-selected hearing officers chosen from a list provided by the State Mediation and Conciliation Service.

- A. The hearing 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 by the parties hereto agree to other rules or procedures for the conduct of such arbitration. The fees and expenses of the hearing officer shall be shared equally by the parties involved, it being mutually understood that all other expenses including, but not limited to, fees or witnesses, transcripts, and similar costs incurred by the parties during such Advisory hearing, will be the responsibility of the individual party incurring same.
- B. The advisory decision of a hearing officer resulting from the hearing of any grievance hereunder shall not add to, subtract from, or otherwise modify the terms and conditions of the Memorandum of Understanding.

- C. The advisory decision of the hearing officer shall be presented by the hearing officer, to the Executive Director, who shall render a final decision based upon a review of the record. The final decision shall be rendered not later than thirty (30) business days after the Executive Director receives the complete record.

## **ARTICLE 21 DISCIPLINE**

ADMINISTRATIVE AND PERSONNEL POLICY 1.3.0 (Personnel Appointments), section 1.3.3 (REMOVAL OF PERSONNEL) provides in pertinent part that all officers and regular employees serve at the pleasure of the Executive Director and therefore may be removed, suspended or demoted at any time without stated cause. No provision of this Article 21 or other MOU provision shall abrogate these stated requirements of ADMINISTRATIVE AND PERSONNEL POLICY 1.3.0 (Personnel Appointments), section 1.3.3 (REMOVAL OF PERSONNEL).

Subject to the following limitations, each bargaining unit employee will be afforded a pre-disciplinary meeting prior to the imposition of discipline. The following pre-disciplinary procedures shall be inapplicable to contract employees hired for either an initial or subsequent time on or after the date of adoption of this MOU and with less than six months of employment pursuant to the present contract or any consecutive extended contracts. In addition, and regardless of date of hire, a LACDA determination that a contract not be renewed, shall not be subject to any of the disciplinary review procedures described herein,

### **A. Processing of Written Reprimands**

Neither this process nor any other LACDA process provides any method for review of the imposition of a written reprimand. An employee may have his or her written statement in response to the reprimand attached to and included with the reprimand when placed in the employee's personnel file, provided that the written statement be provided to the Human Resources Management later than five (5) business days after the employee received the reprimand.

### **B. Processing of Suspensions, Demotions and/or Disciplinary Reductions In Compensation.**

The following process shall be utilized where a unit member is subject to suspension, demotion and/or disciplinary reduction in compensation:

1. The Division Director prepares a written recommendation (hereafter the "Notice") for suspension, demotion and/or disciplinary reduction in compensation (hereafter referred to as "discipline" or "disciplinary action.") The notice shall include:
  - a. A description of the actions(s) to be taken and the expected effective date(s)

- b. A clear and concise statement of the specific grounds and particular facts upon which the disciplinary action is based
  - c. A statement that a copy of the materials upon which the action is based is attached or available for inspection upon request; and
  - d. A statement informing the employee of the right to respond either verbally or in writing to the Hearing Officer prior to the effective date of the disciplinary action(s)
2. Notice is then presented to the Human Resources Division, if appropriate, for further review.
3. The reviewed Notice is submitted to the originating Division Director for signature and issuance to the employee.
4. The Division Director causes the Notice to be served upon the employee and the union not later than five (5) business days prior to the date of the pre-disciplinary hearing. The Notice advises the employee that he/she shall confirm his/her attendance at the pre-disciplinary hearing, by notifying the Employee Relations Officer in writing not later than 12:00 noon two business days prior to the hearing, as to whether or not the hearing shall be attended. Failure to provide timely notice shall constitute a waiver of the hearing opportunity.
5. The pre-disciplinary hearing shall occur within ten (10) business days of the service of the notice. If the hearing does not occur within ten (10) business days or the hearing is not rescheduled to a mutually agreeable time, then it shall be considered waived.
6. If the employee either timely advises the Employee Relations Officer in writing of a waiver of the right to participate in the hearing, fails to provide timely notice of hearing attendance or hearing waiver, or, if the employee otherwise does not attend the hearing, the Employee Relations Officer shall submit all documentation related to the pending action to the Executive Director for the taking of final action.
7. Where a hearing is actually conducted, the hearing shall be presided over by a LACDA Manager or Director from a division other than that in which the subject employee is assigned, and this individual shall act as the Hearing Officer.
8. In addition to attendance by the employee and his/her designated representative(s), the Division Director who issued the disciplinary Notice (or designee) and the Employee Relations Officer, or designee, shall attend the hearing.
9. The hearing shall commence with the Hearing Officer advising the employee that this is his/her opportunity to provide information by which to challenge the recommended disciplinary action. The Hearing Officer may ask questions of

the employee and the Division Director who initiated the action. In the case of the Hearing Officer determining after conclusion of the hearing, that additional information is to be sought from the employee and/or the Division Director, the Hearing Officer shall direct the Employee Relations Officer to provide the Division Director and/or the employee with written inquires and shall direct that written responses be provided to the Employee Relations Officer within a date certain. The Employee Relations Officer shall distribute those responses to the Hearing Officer, Division Director, and the employee.

10. The Hearing Officer shall review all information submitted during the hearing process and shall then prepare a written recommendation for resolution of the proceedings, and forward that draft to the Employee Relations Officer for review and provision of any recommended revisions.
11. The Employee Relations Officer shall then forward the document to the Hearing Officer for consideration of any recommended changes and the Hearing Officer shall then execute and finalize the document.
12. The determination of the Hearing Officer and all hearing materials are then submitted to the Executive Director for review and final determination. The determination of the Executive Director is submitted to the employee in writing in any of the following manners: (1) via U.S. Mail with a tracking number; or (2) may be personally served by the Division Director or designee; or (3) via electronic mail ("Email") to the employee's work Email address when the employee is not on administrative leave. When the employee is on administrative leave, an Email to the employee's personal Email address may be sent if the employee provides their personal Email address. Service shall be made prior to the effective date of the disciplinary action(s).

The determination of the Executive Director is final without right of administrative appeal.

#### C. Processing of Terminations / Binding Arbitration Procedure

The employee subject to termination shall first comply with the above procedural steps numbers 1-14 that are applicable to the processing of suspensions, demotions and/or disciplinary reductions in compensation.

Following exhaustion of steps B. (1-14) applicable to suspensions, demotions and/or disciplinary reductions in compensation, the following review process shall be available to the terminated employee:

1. The appeal shall be provided only upon LIUNA written demand to Human Resources Management within five (5) business days of service of the notification of a dismissal determination.



2. Regardless of a timely demand to convene the advisory appeal process, the dismissed employee shall be removed from payroll and compensation at the time the notice of dismissal is issued.
3. Upon receipt of a timely request to convene an appeal, the Human Resources Management or designee shall contact the State Mediation and Conciliation Service and request transmission to the Union and to the LACDA of a nine (9) person strike list.
4. Within five (5) business days of receipt of the strike list, the parties shall communicate and alternately strike names until one name remains. Determination of which party shall initially strike shall be mutually agreed upon by the parties (e.g., coin flip, etc.). The LACDA shall promptly advise the selected advisory hearing officer of his/her appointment.
5. Any and all hearing officer and State Mediation fees shall be equally divided between LIUNA and the LACDA. Each party shall be 100% responsible for fees/costs incurred by or for its designated representative(s) and for any other fee/cost incurred as a result of the presentation of its case.
6. The appeal shall be strictly governed by the following rules and the hearing officer shall strictly comply with the following rules:
  - a) The issues on appeal shall be do the facts support the charges? If so, is the discipline appropriate? If not, what is the remedy?
  - b) The LACDA shall produce the disciplinary documents and proceed with the production of its evidence, the employee may choose to produce evidence or make a presentation and time permitting (see below), rebuttal shall be presented by each party.
  - c) A total of two (2) hours shall be afforded to each party to make opening statements, to offer evidence and rebuttal and to make closing arguments. Time spent making objections shall be included within the two (2) hours' time limitation. At the request of either party, and upon a showing of good cause, the Arbitrator may allow for additional time, that he/she deems appropriate.
  - d) Other than evidentiary privileges, the rules of evidence shall not be applicable to the hearing with the exceptions that proffered evidence shall be relevant and hearsay not subject to an evidentiary exception shall not in itself support an advisory determination.
  - e) Within ten (10) business days of closure of the hearing, the hearing officer shall render and deliver a written determination to the Union and to Human Resources Management who shall promptly transmit the determination to the LACDA Executive Director.

- f) Either party may elect to audio record the proceedings or arrange for a court reporter at its own expense. Any such recording shall not be a “record”, official or otherwise.

The hearing officer’s decision shall be final and binding upon the parties and not subject to review except as permitted by Code of Civil Procedure section 1286.2.

## **ARTICLE 22 ADMINISTRATIVE AND PERSONNEL POLICY REVISIONS**

This MOU reflects changes having been agreed to by the parties as regards to the ADMINISTRATIVE AND PERSONNEL POLICIES and BENEFITS 1.28.0 (Optional Benefits Plan) and (Flexible Benefits Plan). Said provisions shall be incorporated into the ADMINISTRATIVE AND PERSONNEL POLICIES and BENEFITS documents and shall be addressed herein.

### **Optional Benefits Plan (Flex 1)**

Effective January 1, 2023, the LACDA’s monthly contribution for the Optional Benefits Plan for non-contract (regular employees), will be \$1,000 per month for employees electing Employee Only medical coverage; \$1,100 per month for employees electing Employee +1 medical coverage; and, \$1,750 per month for employees electing Employee + Family medical coverage.

Effective January 1, 2014, all unit members either newly or initially hired by the LACDA or who have been hired after a break in service, shall be enrolled in this Flex 1 benefits plan. Such employees shall not be allowed to enroll in the Flex 5 benefits plan.

### **Flexible Benefits Plan (Flex 5)**

Effective January 1, 2014, the LACDA’s monthly contribution for the Flexible Benefits Plan for non-contract (regular employees), will be the greater of \$1,078.00 or the percentage of an employee’s monthly salary as set forth in Section 202.2, based on years of service as of the employee’s anniversary date (all years “of service” are “full years” of service, not the commencement of the designated year of service). If the \$1,078 amount is modified by the LACDA as regards to unrepresented LACDA employees to be effective during the term of this MOU, said modification shall become effective as to unit members without a reconvening of the meet and confer process, in the amount, and on the date, specified by the LACDA as regards to unrepresented LACDA employees.

This unit also includes what are designated as “contract employees.” Although the LACDA ADMINISTRATIVE AND PERSONNEL POLICIES do not impact contract employees except as may be specifically provided for in those written policies, and in particular, do not reference flex benefits for contract employees, it is the LACDA practice to provide \$725 monthly to contract employees as and for flex benefit use.

Effective January 1, 2024, Members currently enrolled in the Flexible Benefits Plan (Flex 5) shall accrue non-elective leave time for both the first and second pay period of every month at a rate of 3.334 hours per pay period (80 divided by 24 pay periods) subject to the LACDA's Administrative and Personnel Policy 201.

To the extent that any provision of this MOU is inconsistent with a provision of the LACDA's ADMINISTRATIVE AND PERSONNEL POLICIES or other governing rules and regulations, the provision of this MOU shall prevail.

### **Request for Proposals**

The LACDA agrees to conduct a request for proposals for group medical programs in an attempt to identify an optimal program that would be effective beginning January 1, 2024.

### **ARTICLE 23 SAFETY COMMITTEE**

All bargaining unit employees, including employees who are assigned to conduct inspections and/or maintenance work in the field, may be subjected to dangerous working conditions. These employees are often assigned to work alone in the field. Therefore, LIUNA Local 777 and the LACDA will constitute a Joint Labor Management Committee (JLMC). This JLMC will evaluate the working conditions of all bargaining unit employees, whether or not they are assigned to conduct inspections, for the purpose of identifying tools and technology to improve employee safety. The JLMC will also work to identify and implement best safety practices and protocols.

The membership will consist of no more than six (6) management staff and 6 represented staff, with the represented staff being from either the Maintenance Bargaining Unit, Program Specialist Unit, or both, at LIUNA's discretion. Notwithstanding, no more than four (4) members from each party may be present during any meetings, unless the other party consents in advance to the presence of additional committee members. Management and the Union will select their own respective members.

### **ARTICLE 24 PROTECTIVE FOOTWEAR**

All Inspectors shall be eligible for a reimbursement of the cost of purchasing protective footwear in an amount not to exceed one hundred fifty dollars (\$150) per Calendar year. The protective footwear must meet safety standards established by the LACDA.

### **ARTICLE 25 WORKLOAD DISTRIBUTION**

The parties recognize that the workload of an employee constitutes many factors including but not limited to the amount of work assigned and the time provided to complete the work. Further, the parties have a mutual interest in ensuring all employees have a

workload that is optimal. Therefore, LIUNA Local 777 and the LACDA will constitute a Joint Labor Management Committee (JLMC). This JLMC will work together to identify and recommend an optimal workload for the Program Specialist Classifications.

The JLMC shall be made up of no more than twelve (12) members at any time. The membership will consist of six (6) management staff and six (6) represented staff. Management and the Union will select their own respective members. Notwithstanding, no more than four (4) members from each party may be present during any meetings, unless the other party consents in advance to the presence of additional committee members. Additionally, the membership may change based on the focus area in discussion. For example, different members may be selected and in attendance for the Applications and Eligibility discussion than for the Contract Maintenance discussion. This separation will permit the JLMC to focus on the specifics of the program and the workload as different units have different requirements and processes. This will also reduce lost time from work by spreading out the responsibility required by representation on this committee.

#### **ARTICLE 26            PAYROLL DEDUCTIONS**

Subject to the impact of any recognized qualifying event, and concurrent with each annual open enrollment period by which unit members designate the making of, employee benefit-related payroll deductions, each affected employee may at his/her option, submit the necessary payroll deduction election form by which to authorize the LACDA to implement not more than three (3) additional post-tax payroll deductions which would require the transfer of monies to LIUNA-sponsored insurance programs. The election form shall designate to which LIUNA-sponsored entity the payroll deduction(s) shall be transferred. In any instance where a particular employee's earnings are insufficient to fund the LIUNA-sponsored insurance program deduction(s), the making of said deduction(s) shall be secondary to the making of other designated payroll deduction(s).

#### **ARTICLE 27            AB 340 The California Public Employees' Pension Reform Act of 2013**

The California Public Employees' Pension Reform Act of 2013, as it may from time to time exist, shall in its entirety be given full force and effect during and after the term of the 2017-2018 MOU. Any provision in the 2013 MOU which contradicts any provision of AB 340 shall be deemed null and void, with the contrary AB 340 provision(s) being given full force and effect. Therefore, no provision of AB 340 shall be deemed to impair any provision of the 2017-2018 MOU or any MOU, Agreement, Rule or Regulation predating the 2017-2018 MOU.

## **ARTICLE 28 GENERAL SALARY ADJUSTMENT**

Effective after the approval of this MOU by the Board of Supervisors, all bargaining unit members who are employed at the time of approval of this MOU shall receive a one-time, lump sum, sign-on non-pensionable payment of one thousand dollars (\$1,000).

Effective the first full pay period after the approval of this MOU by the Board Supervisors, all bargaining unit members who are employed at the time of approval of this MOU shall receive a five percent (5%) general salary adjustment.

Effective the first full pay period after November 1, 2025, all bargaining unit members shall receive a three and one half percent (3.5%) general salary adjustment for all bargaining unit members.

Effective the first full pay period after November 1, 2026, all bargaining unit members shall receive a three and one half percent (3.5%) general salary adjustment for all bargaining unit members.

Effective after the approval of this MOU by the Board of Supervisors, any bargaining unit members who meet both of the following criteria will receive a one-time, lump sum, non-pensionable payment of one thousand dollars (\$1,000): (1) hired by the LACDA during the term of this MOU (November 1, 2024, to October 31, 2027), and (2) complete thirty-six (36) months of employment with the LACDA.

Unit members shall be provided any additional General Salary Adjustments that are provided during the term of this MOU to any Non-Represented LACDA employees that exceed the General Salary Adjustment provided to unit members. Any such adjustment shall be effective concurrent with the effective date as applicable to Non-Represented employees.

## **ARTICLE 29 SENIORITY**

Effective after the approval of this MOU by the Board of Supervisors, Seniority shall be defined as the length of continuous service with the LACDA. A break in service of one year or longer shall be a break in continuous service, and such a break will negate any accumulation of seniority. Seniority shall be given primary consideration for purposes of layoffs due to lack of work and recall from such layoffs.

## **ARTICLE 30 HOLIDAYS**

### **A. Holidays**

On the observance of the holidays listed below, all employees in the bargaining unit shall be entitled to the following paid holidays as long as they have been compensated for the day before and the day after the holiday is observed. Employees shall be compensated for the hours they would regularly work, not to exceed nine (9) hours.

Holidays

Observance

New Year's Day.....	January 1
Martin Luther King Jr.'s Birthday.....	Third Monday in January
Presidents' Day.....	Third Monday in February
Cesar Chavez Day.....	Last Monday in March
Memorial Day.....	Last Monday in May
Juneteenth.....	June 19
Independence Day.....	July 4
Labor Day.....	First Monday in September
Indigenous People's Day.....	Second Monday in October
Veterans' Day.....	November 11
Thanksgiving Day.....	Fourth Thursday in November
Day after Thanksgiving.....	Friday after Thanksgiving
Christmas Day.....	December 25

When a holiday occurs on a Saturday, the preceding Friday will be observed. When a holiday occurs on a Sunday, the following Monday will be observed. Regular employees scheduled to work on holidays will be credited with compensatory time for hours worked on that day.

Those employees whose 9/80 Friday "off" falls on a LACDA-observed holiday, will earn nine (9) hours of non-elective leave time which shall be added to the employee's leave bank during the pay period following the observed holiday. In any case where the employee has already earned the maximum amount of leave bank hours that shall be accumulated, eight (8) hours of paid compensation shall instead be provided to the employee working a 5/40 schedule and nine (9) hours of paid compensation shall instead be provided to the employee working a 9/80 schedule.

Officers, Regular employees and Contract employees on an unpaid leave of absence are not entitled to holiday pay

**B. Floating Holidays**

In addition to the above holidays, Officers and regular employees are granted two (2) eight (8) hour floating holidays per calendar year. The floating holidays may be taken when approved in advance and must be used before any Elective Annual Leave may be used. Any floating holiday(s) not used at the time of separation or at the end of the calendar year will be forfeited.

**IT IS AGREED:**

FOR THE LABORERS' INTERNATIONAL  
UNION OF NORTH AMERICA,  
LOCAL 777:

FOR THE LOS ANGELES COUNTY  
DEVELOPMENT AUTHORITY:

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**APPENDIX**

List of Classifications Represented in the Program Specialist Bargaining Unit:

- Program Specialist I
- Program Specialist II
- Program Specialist III