



August 4, 2026

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Dear Supervisors:

**APPROVAL OF SUCCESSOR MEMORANDA OF UNDERSTANDING FOR LACERA
REPRESENTED EMPLOYEES (BARGAINING UNITS 850 AND 851) AND RELATED
SALARY AND FRINGE BENEFIT CHANGES FOR LACERA NON-REPRESENTED
EMPLOYEES
ALL DISTRICTS (4 VOTES)**

SUBJECT

This letter and accompanying documentation are submitted for approval of successor Memorandum of Understandings (MOUs) for Service Employee International Union (SEIU) Local 721 Bargaining Units 850 and 851 and provides general salary movement for non-represented classifications, including those subject to the provisions of the Management Appraisal and Performance Plan (MAPP) applicable only to LACERA.

IT IS RECOMMENDED THAT THE BOARD:

1. Approve the successor MOUs between LACERA and SEIU 721 for Bargaining Unit 850 (LACERA Administrative, Technical, Clerical and Blue Collar Unit) and Bargaining Unit 851 (LACERA Supervisory Unit) for a term ending December 31, 2028.
2. Adopt the enclosed ordinance amending Title 6 – Salaries of the Los Angeles County Code, applicable only to LACERA, to facilitate personnel administration within LACERA.
3. Instruct the Auditor-Controller to make all payroll system changes necessary to implement the recommendations contained herein.

PURPOSE/JUSTIFICATION FOR RECOMMENDED ACTION

BACKGROUND

In May 2000, the Los Angeles County Employee Relations Commission (ERCOM) removed from County bargaining units those classes unique to LACERA. New bargaining units for LACERA personnel were formed, and LACERA now bargains separately with its employees, who are represented by SEIU Local 721. Since that time, LACERA's Labor Negotiation Teams have entered into negotiations directly with the representatives of SEIU Local 721 to reach Successor Agreements.

The current Labor Negotiations commenced in response to the expiration of the term of prior MOUs on December 31, 2025.

NEGOTIATED CHANGES FOR SEIU

The accompanying successor MOUs have been approved by the LACERA Board of Retirement on April 1, 2026, and the Board of Investments on April 8, 2026, and ratified by SEIU membership in the two bargaining units.

The accompanying MOUs:

1. Provide the terms and conditions for a term ending December 31, 2028.
2. Provide for across the board salary general increases of:
 - a. 4.5% effective January 1, 2026;
 - b. 4.0% effective January 1, 2027; and
 - c. 4.0% effective January 1, 2028.

For information only, language modifications were made to other Provisions of the MOUs to update, provide clarification, and remove obsolete language in the Provisions. The Provisions include: Term, Salary, Bulletin Board, Work Schedule, Out-of-Class Assignments, Assignment of Additional Responsibilities, and New Employee Orientation.

NON-REPRESENTED EMPLOYEES

The accompanying ordinance provides for salary adjustments for Non-Represented LACERA Classifications applicable only to LACERA and salary adjustment for Classifications subject to the provisions of the Management Appraisal and Performance Plan (MAPP) only applicable to LACERA in the amounts of:

- a. 4.5% effective January 1, 2026;
- b. 4.0% effective January 1, 2027; and
- c. 4.0% effective January 1, 2028.

These salary adjustments reflect the same amounts and effective dates applicable to salary adjustments for Represented Employees of LACERA under the MOUs with the SEIU for Bargaining Units 850 and 851. The LACERA Board of Retirement gave approval to these salary adjustments on April 1, 2026, and the Board of Investments approved on April 8, 2026.

FISCAL IMPACT/FINANCING

Adoption of the MOUs will have no direct fiscal impact on the County of Los Angeles. The entire cost of administering the Retirement Association, including expenses associated with salaries and benefits are a charge on the earnings of the retirement fund pursuant to Government Code Section 31580.2. There is no financing involved with this action.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Government Code Section 31522.1 authorizes the LACERA Board of Retirement and the Board of Investments to appoint personnel, and further provides such personnel "shall be county employees and shall be subject to the county civil service or merit system rules and shall be included in the salary ordinance or resolution adopted by the Board of Supervisors for the compensation of county officers and employees."

Section 6.28.140 of the Los Angeles County Code provides that compensation of represented employees shall be provided in the most recent MOU approved by the Board of Supervisors.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

None.

CONCLUSION

The accompanying successor MOUs have been approved by LACERA's Chief Counsel and the Proposed Ordinance has been approved as to form by the County Counsel. The Los Angeles County Chief Executive Office has reviewed the requested salary increases and has determined that they are accurate and maintain internal alignment with represented and non-represented classifications.

Respectfully submitted,



Luis Lugo
Chief Executive Officer, LACERA

Enclosures:

Memorandum of Understanding for the LACERA Administrative, Technical,
Clerical and Blue Collar Unit (850)
Memorandum of Understanding for the LACERA Supervisory Unit (851)
Ordinance

c: LACERA Board of Retirement
LACERA Board of Investments
SEIU, Local 721
Executive Officer, Board of Supervisors
Chief Executive Officer
Auditor-Controller
Director of Personnel
County Counsel

ANALYSIS

This ordinance amends Title 6 – Salaries of the Los Angeles County Code relating to the Los Angeles County Employees Retirement Association (LACERA) by:

- Amending Tier I and Tier II Management Appraisal and Performance Plan Salary Structure Tables specific to LACERA; and
- Changing the salaries and/or effective dates of various LACERA non-represented classes to: (1) denote class designation changes in conjunction with the Tier I and Tier II Management Appraisal and Performance Plan; and (2) reflect a 4.5 percent, 4 percent, and 4 percent general salary adjustment effective January 1, 2026, 2027, and 2028, respectively, for non-represented LACERA classifications applicable only to LACERA and a 4.5 percent, 4 percent, and 4 percent salary adjustment effective January 1, 2026, 2027, and 2028, respectively, for classifications subject to the provisions of the Management Appraisal and Performance Plan (MAPP).

DAWYN R. HARRISON
County Counsel

By: 

GRAEME E. SHARPE
Senior Deputy County Counsel
Labor & Employment Division

GES:gr

Requested: 5/29/26
Revised: 7/13/26

ORDINANCE NO. _____

An ordinance amending Title 6 - Salaries of the Los Angeles County Code relating to the Los Angeles County Employees Retirement Association (LACERA).

The Board of Supervisors of the County of Los Angeles ordains as follows:

SECTION 1. Section 6.26.040 (County of Los Angeles Salary Tables) is hereby amended to delete Table LR of the Management Appraisal and Performance Plan Tier I Salary Structure Tables for Plan Participants—LR Schedule and Table LT of the Management Appraisal and Performance Plan Tier II Salary Structure Tables for Plan Participants—LS Schedule.

SECTION 2. Section 6.26.040 (County of Los Angeles Salary Tables) is hereby amended to add the following Management Appraisal and Performance Plan Tier I Salary Structure Tables for Plan Participants—LR Schedule (Tables LS, LT, and LU) and Management Appraisal and Performance Plan Tier II Salary Structure Tables for Plan Participants—LS Schedule (Table LU, LV, and LW):

6.26.040 County of Los Angeles Salary Tables.

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**LOS ANGELES COUNTY EMPLOYEES RETIREMENT ASSOCIATION (LACERA)
MANAGEMENT APPRAISAL AND PERFORMANCE PLAN
TIER I SALARY STRUCTURE TABLES – LR SCHEDULE**

Table LS – Effective January 1, 2026

Range	Minimum	Control Point	Maximum
LR 1	5,658.46	7,111.50	8,564.53
LR 2	6,082.84	7,644.85	9,206.87
LR 3	6,539.07	8,218.24	9,897.41
LR 4	7,029.49	8,834.60	10,639.70
LR 5	7,556.69	9,497.18	11,437.67
LR 6	8,123.45	10,209.48	12,295.50
LR 7	8,732.72	10,975.20	13,217.68
LR 8	9,387.66	11,798.32	14,208.99
LR 9	10,091.74	12,683.21	15,274.67
LR 10	10,848.62	13,634.45	16,420.27
LR 11	11,662.26	14,657.02	17,651.78
LR 12	12,536.94	15,756.31	18,975.68
LR 13	13,477.21	16,938.03	20,398.85
LR 14	14,487.99	18,208.37	21,928.75
LR 15	15,574.60	19,574.01	23,573.42
LR 16	16,742.69	21,042.06	25,341.42
LR 17	17,998.39	22,620.21	27,242.03
LR 18	19,348.27	24,316.73	29,285.18
LR 19	20,799.39	26,140.48	31,481.56
LR 20	22,359.34	28,101.01	33,842.68
LR 21	24,036.33	30,208.58	36,380.84
LR 22	25,839.05	32,474.22	39,109.40
LR 23	27,776.98	34,909.79	42,042.61
LR 24	29,860.25	37,528.02	45,195.80
LR 25	32,099.77	40,342.63	48,585.49
LR 26	34,507.25	43,368.32	52,229.39
LR 27	37,095.30	46,620.95	56,146.60
LR 28	39,877.44	50,117.52	60,357.59

**LOS ANGELES COUNTY EMPLOYEES RETIREMENT ASSOCIATION (LACERA)
MANAGEMENT APPRAISAL AND PERFORMANCE PLAN
TIER I SALARY STRUCTURE TABLES – LR SCHEDULE**

Table LT – Effective January 1, 2027

Range	Minimum	Control Point	Maximum
LR 1	5,884.79	7,395.95	8,907.11
LR 2	6,326.15	7,950.65	9,575.15
LR 3	6,800.63	8,546.97	10,293.30
LR 4	7,310.67	9,187.98	11,065.29
LR 5	7,858.96	9,877.07	11,895.18
LR 6	8,448.39	10,617.86	12,787.32
LR 7	9,082.03	11,414.20	13,746.38
LR 8	9,763.17	12,270.26	14,777.35
LR 9	10,495.41	13,190.53	15,885.66
LR 10	11,282.57	14,179.83	17,077.08
LR 11	12,128.76	15,243.31	18,357.86
LR 12	13,038.42	16,386.56	19,734.70
LR 13	14,016.30	17,615.55	21,214.81
LR 14	15,067.51	18,936.71	22,805.90
LR 15	16,197.58	20,356.97	24,516.35
LR 16	17,412.40	21,883.74	26,355.08
LR 17	18,718.33	23,525.02	28,331.71
LR 18	20,122.21	25,289.40	30,456.59
LR 19	21,631.36	27,186.09	32,740.83
LR 20	23,253.72	29,225.05	35,196.39
LR 21	24,997.78	31,416.93	37,836.07
LR 22	26,872.61	33,773.19	40,673.77
LR 23	28,888.06	36,306.18	43,724.31
LR 24	31,054.66	39,029.15	47,003.63
LR 25	33,383.76	41,956.33	50,528.91
LR 26	35,887.54	45,103.05	54,318.57
LR 27	38,579.11	48,485.78	58,392.46
LR 28	41,472.54	52,122.22	62,771.89

**LOS ANGELES COUNTY EMPLOYEES RETIREMENT ASSOCIATION (LACERA)
MANAGEMENT APPRAISAL AND PERFORMANCE PLAN
TIER I SALARY STRUCTURE TABLES – LR SCHEDULE**

Table LU – Effective January 1, 2028

Range	Minimum	Control Point	Maximum
LR 1	6,120.19	7,691.79	9,263.40
LR 2	6,579.20	8,268.67	9,958.15
LR 3	7,072.65	8,888.84	10,705.03
LR 4	7,603.09	9,555.50	11,507.90
LR 5	8,173.32	10,272.15	12,370.98
LR 6	8,786.32	11,042.57	13,298.81
LR 7	9,445.31	11,870.77	14,296.24
LR 8	10,153.69	12,761.07	15,368.44
LR 9	10,915.23	13,718.15	16,521.08
LR 10	11,733.87	14,747.02	17,760.17
LR 11	12,613.91	15,853.04	19,092.17
LR 12	13,559.95	17,042.02	20,524.09
LR 13	14,576.95	18,320.18	22,063.40
LR 14	15,670.21	19,694.18	23,718.14
LR 15	16,845.48	21,171.24	25,497.01
LR 16	18,108.89	22,759.09	27,409.28
LR 17	19,467.06	24,466.02	29,464.98
LR 18	20,927.09	26,300.97	31,674.86
LR 19	22,496.62	28,273.54	34,050.46
LR 20	24,183.87	30,394.06	36,604.24
LR 21	25,997.69	32,673.60	39,349.52
LR 22	27,947.51	35,124.12	42,300.72
LR 23	30,043.58	37,758.43	45,473.28
LR 24	32,296.84	40,590.31	48,883.78
LR 25	34,719.11	43,634.59	52,550.06
LR 26	37,323.04	46,907.18	56,491.31
LR 27	40,122.27	50,425.21	60,728.16
LR 28	43,131.44	54,207.10	65,282.77

**LOS ANGELES COUNTY EMPLOYEES RETIREMENT ASSOCIATION (LACERA)
MANAGEMENT APPRAISAL AND PERFORMANCE PLAN
TIER II SALARY STRUCTURE TABLES – LS SCHEDULE**

Table LU – Effective January 1, 2026

Range	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14	Step 15	Step 16	Step 17	Step 18
LS1	5,658.46	5,828.21	6,003.06	6,183.15	6,368.64	6,559.70	6,756.49	6,959.19	7,167.96	7,383.00	7,604.49	7,832.63	7,950.12	8,069.37	8,190.41	8,313.27	8,437.96	8,564.53
LS2	6,082.84	6,265.32	6,453.28	6,646.88	6,846.29	7,051.68	7,263.23	7,481.12	7,705.56	7,936.72	8,174.83	8,420.07	8,546.37	8,674.57	8,804.69	8,936.76	9,070.81	9,206.87
LS3	6,539.07	6,735.24	6,937.29	7,145.41	7,359.78	7,580.57	7,807.99	8,042.23	8,283.49	8,532.00	8,787.96	9,051.60	9,187.37	9,325.18	9,465.06	9,607.03	9,751.14	9,897.41
LS4	7,029.49	7,240.37	7,457.58	7,681.31	7,911.75	8,149.10	8,393.58	8,645.38	8,904.75	9,171.89	9,447.04	9,730.46	9,876.41	10,024.56	10,174.93	10,327.55	10,482.46	10,639.70
LS5	7,556.69	7,783.40	8,016.90	8,257.40	8,505.13	8,760.28	9,023.09	9,293.78	9,572.59	9,859.77	10,155.57	10,460.23	10,617.14	10,776.39	10,938.04	11,102.11	11,268.64	11,437.67
LS6	8,123.45	8,367.15	8,618.17	8,876.71	9,143.02	9,417.31	9,699.82	9,990.82	10,290.54	10,599.26	10,917.24	11,244.76	11,413.43	11,584.63	11,758.40	11,934.77	12,113.80	12,295.50
LS7	8,732.72	8,994.70	9,264.54	9,542.48	9,828.75	10,123.61	10,427.32	10,740.14	11,062.34	11,394.21	11,736.04	12,088.12	12,269.44	12,453.49	12,640.29	12,829.89	13,022.34	13,217.68
LS8	9,387.66	9,669.29	9,959.37	10,258.15	10,565.89	10,882.87	11,209.36	11,545.64	11,892.01	12,248.77	12,616.23	12,994.72	13,189.64	13,387.48	13,588.30	13,792.12	13,999.00	14,208.99
LS9	10,091.74	10,394.49	10,706.33	11,027.52	11,358.34	11,699.09	12,050.07	12,411.57	12,783.92	13,167.43	13,562.46	13,969.33	14,178.87	14,391.55	14,607.43	14,826.54	15,048.94	15,274.67
LS10	10,848.62	11,174.08	11,509.30	11,854.58	12,210.22	12,576.53	12,953.82	13,342.44	13,742.71	14,154.99	14,579.64	15,017.03	15,242.29	15,470.92	15,702.99	15,938.53	16,177.61	16,420.27
LS11	11,662.26	12,012.13	12,372.50	12,743.67	13,125.98	13,519.76	13,925.35	14,343.11	14,773.41	15,216.61	15,673.11	16,143.30	16,385.45	16,631.23	16,880.70	17,133.91	17,390.92	17,651.78
LS12	12,536.94	12,913.05	13,300.44	13,699.45	14,110.44	14,533.75	14,969.76	15,418.85	15,881.42	16,357.86	16,848.60	17,354.06	17,614.37	17,878.58	18,146.76	18,418.96	18,695.25	18,975.68
LS13	13,477.21	13,881.53	14,297.97	14,726.91	15,168.72	15,623.78	16,092.50	16,575.27	17,072.53	17,584.70	18,112.25	18,655.61	18,935.45	19,219.48	19,507.77	19,800.39	20,097.39	20,398.85
LS14	14,487.99	14,922.63	15,370.31	15,831.42	16,306.36	16,795.56	17,299.42	17,818.40	18,352.96	18,903.55	19,470.65	20,054.77	20,355.59	20,660.93	20,970.84	21,285.40	21,604.68	21,928.75
LS15	15,574.60	16,041.83	16,523.09	17,018.78	17,529.34	18,055.23	18,596.88	19,154.79	19,729.43	20,321.32	20,930.95	21,558.88	21,882.27	22,210.50	22,543.66	22,881.81	23,225.04	23,573.42
LS16	16,742.69	17,244.97	17,762.32	18,295.19	18,844.05	19,409.37	19,991.65	20,591.40	21,209.14	21,845.41	22,500.78	23,175.80	23,523.44	23,876.29	24,234.43	24,597.95	24,966.92	25,341.42
LS17	17,998.39	18,538.35	19,094.50	19,667.33	20,257.35	20,865.07	21,491.02	22,135.75	22,799.83	23,483.82	24,188.34	24,913.99	25,287.70	25,667.01	26,052.02	26,442.80	26,839.44	27,242.03
LS18	19,348.27	19,928.72	20,526.58	21,142.38	21,776.65	22,429.95	23,102.85	23,795.94	24,509.82	25,245.11	26,002.46	26,782.54	27,184.27	27,592.04	28,005.92	28,426.01	28,852.40	29,285.18
LS19	20,799.39	21,423.37	22,066.07	22,728.05	23,409.89	24,112.19	24,835.56	25,580.62	26,348.04	27,138.48	27,952.64	28,791.22	29,223.09	29,661.43	30,106.35	30,557.95	31,016.32	31,481.56
LS20	22,359.34	23,030.12	23,721.03	24,432.66	25,165.64	25,920.61	26,698.23	27,499.17	28,324.15	29,173.87	30,049.09	30,950.56	31,414.82	31,886.04	32,364.33	32,849.80	33,342.54	33,842.68

**LOS ANGELES COUNTY EMPLOYEES RETIREMENT ASSOCIATION (LACERA)
MANAGEMENT APPRAISAL AND PERFORMANCE PLAN
TIER II SALARY STRUCTURE TABLES – LS SCHEDULE**

Table LV – Effective January 1, 2027

Range	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14	Step 15	Step 16	Step 17	Step 18
LS1	5,884.79	6,061.34	6,243.18	6,430.47	6,623.39	6,822.09	7,026.75	7,237.56	7,454.68	7,678.32	7,908.67	8,145.93	8,268.12	8,392.14	8,518.03	8,645.80	8,775.48	8,907.11
LS2	6,326.15	6,515.94	6,711.41	6,912.76	7,120.14	7,333.74	7,553.76	7,780.37	8,013.78	8,254.19	8,501.82	8,756.87	8,888.23	9,021.55	9,156.87	9,294.23	9,433.64	9,575.15
LS3	6,800.63	7,004.65	7,214.79	7,431.23	7,654.17	7,883.79	8,120.31	8,363.91	8,614.83	8,873.28	9,139.48	9,413.66	9,554.86	9,698.19	9,843.66	9,991.32	10,141.19	10,293.30
LS4	7,310.67	7,529.99	7,755.89	7,988.56	8,228.22	8,475.07	8,729.32	8,991.20	9,260.94	9,538.76	9,824.93	10,119.67	10,271.47	10,425.54	10,581.92	10,740.65	10,901.76	11,065.29
LS5	7,858.96	8,094.73	8,337.57	8,587.70	8,845.33	9,110.69	9,384.01	9,665.53	9,955.50	10,254.16	10,561.79	10,878.64	11,041.82	11,207.45	11,375.56	11,546.19	11,719.39	11,895.18
LS6	8,448.39	8,701.84	8,962.90	9,231.78	9,508.74	9,794.00	10,087.82	10,390.45	10,702.17	11,023.23	11,353.93	11,694.55	11,869.96	12,048.01	12,228.73	12,412.16	12,598.35	12,787.32
LS7	9,082.03	9,354.49	9,635.12	9,924.17	10,221.90	10,528.56	10,844.41	11,169.75	11,504.84	11,849.98	12,205.48	12,571.65	12,760.22	12,951.62	13,145.90	13,343.09	13,543.23	13,746.38
LS8	9,763.17	10,056.06	10,357.74	10,668.48	10,988.53	11,318.19	11,657.73	12,007.46	12,367.69	12,738.72	13,120.88	13,514.51	13,717.22	13,922.98	14,131.83	14,343.80	14,558.96	14,777.35
LS9	10,495.41	10,810.27	11,134.58	11,468.62	11,812.68	12,167.06	12,532.07	12,908.03	13,295.27	13,694.13	14,104.95	14,528.10	14,746.02	14,967.21	15,191.72	15,419.60	15,650.89	15,885.66
LS10	11,282.57	11,621.05	11,969.68	12,328.77	12,698.63	13,079.59	13,471.98	13,876.14	14,292.42	14,721.19	15,162.83	15,617.71	15,851.98	16,089.76	16,331.11	16,576.07	16,824.71	17,077.08
LS11	12,128.76	12,492.62	12,867.40	13,253.42	13,651.02	14,060.55	14,482.37	14,916.84	15,364.34	15,825.27	16,300.03	16,789.03	17,040.87	17,296.48	17,555.93	17,819.27	18,086.56	18,357.86
LS12	13,038.42	13,429.57	13,832.46	14,247.43	14,674.85	15,115.10	15,568.55	16,035.61	16,516.68	17,012.18	17,522.54	18,048.22	18,318.94	18,593.73	18,872.63	19,155.72	19,443.06	19,734.70
LS13	14,016.30	14,436.79	14,869.89	15,315.99	15,775.47	16,248.73	16,736.20	17,238.28	17,755.43	18,288.09	18,836.74	19,401.84	19,692.87	19,988.26	20,288.08	20,592.40	20,901.29	21,214.81
LS14	15,067.51	15,519.54	15,985.12	16,464.68	16,958.62	17,467.38	17,991.40	18,531.14	19,087.07	19,659.69	20,249.48	20,856.96	21,169.82	21,487.36	21,809.67	22,136.82	22,468.87	22,805.90
LS15	16,197.58	16,683.51	17,184.01	17,699.53	18,230.52	18,777.43	19,340.76	19,920.98	20,518.61	21,134.17	21,768.19	22,421.24	22,757.56	23,098.92	23,445.40	23,797.09	24,154.04	24,516.35
LS16	17,412.40	17,934.77	18,472.81	19,027.00	19,597.81	20,185.74	20,791.31	21,415.05	22,057.51	22,719.23	23,400.81	24,102.83	24,464.37	24,831.34	25,203.81	25,581.87	25,965.60	26,355.08
LS17	18,718.33	19,279.88	19,858.28	20,454.02	21,067.64	21,699.67	22,350.66	23,021.18	23,711.82	24,423.17	25,155.87	25,910.55	26,299.20	26,693.69	27,094.10	27,500.51	27,913.02	28,331.71
LS18	20,122.21	20,725.87	21,347.65	21,988.08	22,647.72	23,327.15	24,026.97	24,747.77	25,490.21	26,254.91	27,042.56	27,853.84	28,271.65	28,695.72	29,126.16	29,563.05	30,006.49	30,456.59
LS19	21,631.36	22,280.30	22,948.71	23,637.18	24,346.29	25,076.68	25,828.98	26,603.85	27,401.96	28,224.02	29,070.74	29,942.87	30,392.01	30,847.89	31,310.61	31,780.27	32,256.97	32,740.83
LS20	23,253.72	23,951.33	24,669.87	25,409.96	26,172.26	26,957.43	27,766.15	28,599.14	29,457.11	30,340.83	31,251.05	32,188.58	32,671.41	33,161.48	33,658.90	34,163.79	34,676.25	35,196.39

**LOS ANGELES COUNTY EMPLOYEES RETIREMENT ASSOCIATION (LACERA)
MANAGEMENT APPRAISAL AND PERFORMANCE PLAN
TIER II SALARY STRUCTURE TABLES – LS SCHEDULE**

Table LW – Effective January 1, 2028

Range	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14	Step 15	Step 16	Step 17	Step 18
LS1	5,884.79	6,061.34	6,243.18	6,430.47	6,623.39	6,822.09	7,026.75	7,237.56	7,454.68	7,678.32	7,908.67	8,145.93	8,268.12	8,392.14	8,518.03	8,645.80	8,775.48	8,907.11
LS2	6,326.15	6,515.94	6,711.41	6,912.76	7,120.14	7,333.74	7,553.76	7,780.37	8,013.78	8,254.19	8,501.82	8,756.87	8,888.23	9,021.55	9,156.87	9,294.23	9,433.64	9,575.15
LS3	6,800.63	7,004.65	7,214.79	7,431.23	7,654.17	7,883.79	8,120.31	8,363.91	8,614.83	8,873.28	9,139.48	9,413.66	9,554.86	9,698.19	9,843.66	9,991.32	10,141.19	10,293.30
LS4	7,310.67	7,529.99	7,755.89	7,988.56	8,228.22	8,475.07	8,729.32	8,991.20	9,260.94	9,538.76	9,824.93	10,119.67	10,271.47	10,425.54	10,581.92	10,740.65	10,901.76	11,065.29
LS5	7,858.96	8,094.73	8,337.57	8,587.70	8,845.33	9,110.69	9,384.01	9,665.53	9,955.50	10,254.16	10,561.79	10,878.64	11,041.82	11,207.45	11,375.56	11,546.19	11,719.39	11,895.18
LS6	8,448.39	8,701.84	8,962.90	9,231.78	9,508.74	9,794.00	10,087.82	10,390.45	10,702.17	11,023.23	11,353.93	11,694.55	11,869.96	12,048.01	12,228.73	12,412.16	12,598.35	12,787.32
LS7	9,082.03	9,354.49	9,635.12	9,924.17	10,221.90	10,528.56	10,844.41	11,169.75	11,504.84	11,849.98	12,205.48	12,571.65	12,760.22	12,951.62	13,145.90	13,343.09	13,543.23	13,746.38
LS8	9,763.17	10,056.06	10,357.74	10,668.48	10,988.53	11,318.19	11,657.73	12,007.46	12,367.69	12,738.72	13,120.88	13,514.51	13,717.22	13,922.98	14,131.83	14,343.80	14,558.96	14,777.35
LS9	10,495.41	10,810.27	11,134.58	11,468.62	11,812.68	12,167.06	12,532.07	12,908.03	13,295.27	13,694.13	14,104.95	14,528.10	14,746.02	14,967.21	15,191.72	15,419.60	15,650.89	15,885.66
LS10	11,282.57	11,621.05	11,969.68	12,328.77	12,698.63	13,079.59	13,471.98	13,876.14	14,292.42	14,721.19	15,162.83	15,617.71	15,851.98	16,089.76	16,331.11	16,576.07	16,824.71	17,077.08
LS11	12,128.76	12,492.62	12,867.40	13,253.42	13,651.02	14,060.55	14,482.37	14,916.84	15,364.34	15,825.27	16,300.03	16,789.03	17,040.87	17,296.48	17,555.93	17,819.27	18,086.56	18,357.86
LS12	13,038.42	13,429.57	13,832.46	14,247.43	14,674.85	15,115.10	15,568.55	16,035.61	16,516.68	17,012.18	17,522.54	18,048.22	18,318.94	18,593.73	18,872.63	19,155.72	19,443.06	19,734.70
LS13	14,016.30	14,436.79	14,869.89	15,315.99	15,775.47	16,248.73	16,736.20	17,238.28	17,755.43	18,288.09	18,836.74	19,401.84	19,692.87	19,988.26	20,288.08	20,592.40	20,901.29	21,214.81
LS14	15,067.51	15,519.54	15,985.12	16,464.68	16,958.62	17,467.38	17,991.40	18,531.14	19,087.07	19,659.69	20,249.48	20,856.96	21,169.82	21,487.36	21,809.67	22,136.82	22,468.87	22,805.90
LS15	16,197.58	16,683.51	17,184.01	17,699.53	18,230.52	18,777.43	19,340.76	19,920.98	20,518.61	21,134.17	21,768.19	22,421.24	22,757.56	23,098.92	23,445.40	23,797.09	24,154.04	24,516.35
LS16	17,412.40	17,934.77	18,472.81	19,027.00	19,597.81	20,185.74	20,791.31	21,415.05	22,057.51	22,719.23	23,400.81	24,102.83	24,464.37	24,831.34	25,203.81	25,581.87	25,965.60	26,355.08
LS17	18,718.33	19,279.88	19,858.28	20,454.02	21,067.64	21,699.67	22,350.66	23,021.18	23,711.82	24,423.17	25,155.87	25,910.55	26,299.20	26,693.69	27,094.10	27,500.51	27,913.02	28,331.71
LS18	20,122.21	20,725.87	21,347.65	21,988.08	22,647.72	23,327.15	24,026.97	24,747.77	25,490.21	26,254.91	27,042.56	27,853.84	28,271.65	28,695.72	29,126.16	29,563.05	30,006.49	30,456.59
LS19	21,631.36	22,280.30	22,948.71	23,637.18	24,346.29	25,076.68	25,828.98	26,603.85	27,401.96	28,224.02	29,070.74	29,942.87	30,392.01	30,847.89	31,310.61	31,780.27	32,256.97	32,740.83
LS20	23,253.72	23,951.33	24,669.87	25,409.96	26,172.26	26,957.43	27,766.15	28,599.14	29,457.11	30,340.83	31,251.05	32,188.58	32,671.41	33,161.48	33,658.90	34,163.79	34,676.25	35,196.39

SECTION 3. Section 6.28.050 (Tables of Classes of Positions with Salary Schedule and Level) is hereby amended to change the salary of the following classes:

Item No.	Title	Effective Date	Salary or Salary Schedule and Level	
0410	ADMINISTRATIVE SERVICES OFFICER,LACERA	4/1/24	N23L	LS9
		1/1/25	N23L	LS9
		<u>1/1/26</u>	<u>N23L</u>	<u>LS9</u>
		<u>1/1/27</u>	<u>N23L</u>	<u>LS9</u>
		<u>1/1/28</u>	<u>N23L</u>	<u>LS9</u>
0470	ACCOUNTING OFFICER,LACERA	4/23/24	NM	113A
		10/1/24	NM	114B
		<u>1/1/26</u>	<u>NM</u>	<u>115J</u>
		<u>1/1/27</u>	<u>NM</u>	<u>117C</u>
		<u>1/1/28</u>	<u>NM</u>	<u>118H</u>
0799	ASSISTANT CHIEF FINANCIAL OFFICER, LACERA	4/1/24	N23L	LS10
		1/1/25	N23L	LS10
		<u>1/1/26</u>	<u>N23L</u>	<u>LS10</u>
		<u>1/1/27</u>	<u>N23L</u>	<u>LS10</u>
		<u>1/1/28</u>	<u>N23L</u>	<u>LS10</u>
0766	ASSISTANT CHIEF, INTERNAL AUDIT, LACERA	4/1/24	N23L	LS9
		1/1/25	N23L	LS9
		<u>1/1/26</u>	<u>N23L</u>	<u>LS9</u>
		<u>1/1/27</u>	<u>N23L</u>	<u>LS9</u>
		<u>1/1/28</u>	<u>N23L</u>	<u>LS9</u>
0437	ASST DIRECTOR, HUMAN RESOURCES, LACERA	4/1/24	N23L	LS10
		1/1/25	N23L	LS10
		<u>1/1/26</u>	<u>N23L</u>	<u>LS10</u>
		<u>1/1/27</u>	<u>N23L</u>	<u>LS10</u>
		<u>1/1/28</u>	<u>N23L</u>	<u>LS10</u>
0771	ASSISTANT DIVISION MANAGER, LACERA	4/1/24	N23L	LS10
		1/1/25	N23L	LS10
		<u>1/1/26</u>	<u>N23L</u>	<u>LS10</u>
		<u>1/1/27</u>	<u>N23L</u>	<u>LS10</u>
		<u>1/1/28</u>	<u>N23L</u>	<u>LS10</u>
0778	ASSISTANT EXECUTIVE OFFICER, LACERA	4/1/24	N23L	LS16
		1/1/25	N23L	LS16
		<u>1/1/26</u>	<u>N23L</u>	<u>LS16</u>
		<u>1/1/27</u>	<u>N23L</u>	<u>LS16</u>
		<u>1/1/28</u>	<u>N23L</u>	<u>LS16</u>

Item No.	Title	Effective Date	Salary or Salary Schedule and Level	
0792	ASSISTANT EXECUTIVE OFFICER, LACERA (UC)	1/1/24	N23L	LS16
		1/1/25	N23L	LS16
		<u>1/1/26</u>	<u>N23L</u>	<u>LS16</u>
		<u>1/1/27</u>	<u>N23L</u>	<u>LS16</u>
		<u>1/1/28</u>	<u>N23L</u>	<u>LS16</u>
0781	ASSISTANT INFORMATION SYSTEMS MGR, LACERA	1/1/24	N23L	LS12
		1/1/25	N23L	LS12
		<u>1/1/26</u>	<u>N23L</u>	<u>LS12</u>
		<u>1/1/27</u>	<u>N23L</u>	<u>LS12</u>
		<u>1/1/28</u>	<u>N23L</u>	<u>LS12</u>
9203	ASSOCIATE STAFF COUNSEL, LACERA	1/1/24	N23L	LS8
		1/1/25	N23L	LS8
		<u>1/1/26</u>	<u>N23L</u>	<u>LS8</u>
		<u>1/1/27</u>	<u>N23L</u>	<u>LS8</u>
		<u>1/1/28</u>	<u>N23L</u>	<u>LS8</u>
0794	CHIEF, COMMUNICATIONS, LACERA	1/1/24	N23L	LS10
		1/1/25	N23L	LS10
		<u>1/1/26</u>	<u>N23L</u>	<u>LS10</u>
		<u>1/1/27</u>	<u>N23L</u>	<u>LS10</u>
		<u>1/1/28</u>	<u>N23L</u>	<u>LS10</u>
9216	CHIEF COUNSEL, LACERA	1/1/24	N23L	LS19
		1/1/25	N23L	LS19
		<u>1/1/26</u>	<u>N23L</u>	<u>LS19</u>
		<u>1/1/27</u>	<u>N23L</u>	<u>LS19</u>
		<u>1/1/28</u>	<u>N23L</u>	<u>LS19</u>
9215	CHIEF COUNSEL, DISABILITY LITIGATION, LACERA	1/1/24	N23L	LS18
		1/1/25	N23L	LS18
		<u>1/1/26</u>	<u>N23L</u>	<u>LS18</u>
		<u>1/1/27</u>	<u>N23L</u>	<u>LS18</u>
		<u>1/1/28</u>	<u>N23L</u>	<u>LS18</u>
0808	CHIEF ETHICS & COMPLIANCE OFF, LACERA	10/7/25	N23L	LS12
		<u>1/1/26</u>	<u>N23L</u>	<u>LS12</u>
		<u>1/1/27</u>	<u>N23L</u>	<u>LS12</u>
		<u>1/1/28</u>	<u>N23L</u>	<u>LS12</u>
0776	CHIEF EXECUTIVE OFFICER, LACERA	1/1/24	N37	
		1/1/25	N37	
		<u>1/1/26</u>	<u>N37</u>	
		<u>1/1/27</u>	<u>N37</u>	
		<u>1/1/28</u>	<u>N37</u>	

Item No.	Title	Effective Date	Salary or Salary Schedule and Level	
0800	CHIEF FINANCIAL OFFICER, LACERA	1/1/24	N23L	LS12
		1/1/25	N23L	LS12
		<u>1/1/26</u>	<u>N23L</u>	<u>LS12</u>
		<u>1/1/27</u>	<u>N23L</u>	<u>LS12</u>
		<u>1/1/28</u>	<u>N23L</u>	<u>LS12</u>
0805	CHIEF, INFORMATION TECHNOLOGY, LACERA (UC)	1/1/24	N23L	LR14
		1/1/25	N23L	LR14
		<u>1/1/26</u>	<u>N23L</u>	<u>LR14</u>
		<u>1/1/27</u>	<u>N23L</u>	<u>LR14</u>
		<u>1/1/28</u>	<u>N23L</u>	<u>LR14</u>
0774	CHIEF, INTERNAL AUDITOR, LACERA	1/1/24	N23L	LS12
		1/1/25	N23L	LS12
		<u>1/1/26</u>	<u>N23L</u>	<u>LS12</u>
		<u>1/1/27</u>	<u>N23L</u>	<u>LS12</u>
		<u>1/1/28</u>	<u>N23L</u>	<u>LS12</u>
0493	CHIEF INVESTMENT OFFICER, LACERA (UC)	1/1/24	N23L	LR28
		1/1/25	N23L	LR28
		<u>1/1/26</u>	<u>N23L</u>	<u>LR28</u>
		<u>1/1/27</u>	<u>N23L</u>	<u>LR28</u>
		<u>1/1/28</u>	<u>N23L</u>	<u>LR28</u>
0780	CHIEF, QUALITY ASSURANCE & METRICS, LACERA	1/1/24	N23L	LS12
		1/1/25	N23L	LS12
		<u>1/1/26</u>	<u>N23L</u>	<u>LS12</u>
		<u>1/1/27</u>	<u>N23L</u>	<u>LS12</u>
		<u>1/1/28</u>	<u>N23L</u>	<u>LS12</u>
0777	CONTRACT ANALYST, LACERA	1/1/24	NM	105F
		10/1/24	NM	106G
		<u>1/1/26</u>	<u>NM</u>	<u>108C</u>
		<u>1/1/27</u>	<u>NM</u>	<u>109H</u>
		<u>1/1/28</u>	<u>NM</u>	<u>111B</u>
0779	CREATIVE COORDINATOR, LACERA	1/1/24	NM	111A
		10/1/24	NM	112B
		<u>1/1/26</u>	<u>NM</u>	<u>113J</u>
		<u>1/1/27</u>	<u>NM</u>	<u>115C</u>
		<u>1/1/28</u>	<u>NM</u>	<u>116H</u>
0469	DATA SYSTEMS COORDINATOR, LACERA	1/1/24	NM	114K
		10/1/24	NM	115L
		<u>1/1/26</u>	<u>NM</u>	<u>117G</u>
		<u>1/1/27</u>	<u>NM</u>	<u>119A</u>
		<u>1/1/28</u>	<u>NM</u>	<u>120F</u>

Item No.	Title	Effective Date	Salary or Salary Schedule and Level	
0459	DATA SYSTEMS SUPERVISOR I, LACERA	1/1/24	NM	444K
		10/1/24	NM	115L
		<u>1/1/26</u>	<u>NM</u>	<u>117G</u>
		<u>1/1/27</u>	<u>NM</u>	<u>119A</u>
		<u>1/1/28</u>	<u>NM</u>	<u>120F</u>
0460	DATA SYSTEMS SUPERVISOR II, LACERA	1/1/24	NM	420F
		10/1/24	NM	121G
		<u>1/1/26</u>	<u>NM</u>	<u>123C</u>
		<u>1/1/27</u>	<u>NM</u>	<u>124H</u>
		<u>1/1/28</u>	<u>NM</u>	<u>126B</u>
0809	DEP CHIEF ETHICS COMPLIANCE OFF,LACERA	10/7/25	NM	119K
		<u>1/1/26</u>	<u>NM</u>	<u>121F</u>
		<u>1/1/27</u>	<u>NM</u>	<u>122L</u>
		<u>1/1/28</u>	<u>NM</u>	<u>124E</u>
0770	DEPUTY CHIEF EXECUTIVE OFFICER,LACERA (UC)	1/1/24	N23L	LR18
		1/1/25	N23L	LR18
		<u>1/1/26</u>	<u>N23L</u>	<u>LR18</u>
		<u>1/1/27</u>	<u>N23L</u>	<u>LR18</u>
		<u>1/1/28</u>	<u>N23L</u>	<u>LR18</u>
0494	DEP, CHIEF INVESTMENT OFFICER,LACERA (UC)	1/1/24	N23L	LR24
		1/1/25	N23L	LR24
		<u>1/1/26</u>	<u>N23L</u>	<u>LR24</u>
		<u>1/1/27</u>	<u>N23L</u>	<u>LR24</u>
		<u>1/1/28</u>	<u>N23L</u>	<u>LR24</u>
0425	DIRECTOR, HUMAN RESOURCES, LACERA	1/1/24	N23L	LS12
		1/1/25	N23L	LS12
		<u>1/1/26</u>	<u>N23L</u>	<u>LS12</u>
		<u>1/1/27</u>	<u>N23L</u>	<u>LS12</u>
		<u>1/1/28</u>	<u>N23L</u>	<u>LS12</u>
0793	DIRECTOR, RETIREE HEALTH CARE, LACERA	1/1/24	N23L	LS14
		1/1/25	N23L	LS14
		<u>1/1/26</u>	<u>N23L</u>	<u>LS14</u>
		<u>1/1/27</u>	<u>N23L</u>	<u>LS14</u>
		<u>1/1/28</u>	<u>N23L</u>	<u>LS14</u>
1648	DISABILITY RETIREMENT SPECIALIST	1/1/24	NM	402A
		10/1/24	NM	103B
		<u>1/1/26</u>	<u>NM</u>	<u>104J</u>
		<u>1/1/27</u>	<u>NM</u>	<u>106C</u>
		<u>1/1/28</u>	<u>NM</u>	<u>107H</u>

Item No.	Title	Effective Date	Salary or Salary Schedule and Level	
1643	DISABILITY RETIREMENT SPECIALIST SUPVR	<u>1/1/24</u>	NM	110B
		10/1/24	NM	111C
		<u>1/1/26</u>	NM	112K
		<u>1/1/27</u>	NM	114D
		<u>1/1/28</u>	NM	115J
0773	DIVISION MANAGER, LACERA	<u>1/1/24</u>	N23L	LS12
		1/1/25	N23L	LS12
		<u>1/1/26</u>	<u>N23L</u>	<u>LS12</u>
		<u>1/1/27</u>	<u>N23L</u>	<u>LS12</u>
		<u>1/1/28</u>	<u>N23L</u>	<u>LS12</u>
0453	EDP PRINCIPAL PROGRAMMER ANALYST, LACERA	<u>1/1/24</u>	NM	119J
		10/1/24	NM	120K
		<u>1/1/26</u>	NM	122F
		<u>1/1/27</u>	NM	123L
		<u>1/1/28</u>	NM	125E
0442	EXECUTIVE ADMIN ASSISTANT, LACERA	<u>1/1/24</u>	NM	105C
		10/1/24	NM	106D
		<u>1/1/26</u>	NM	107L
		<u>1/1/27</u>	NM	109E
		<u>1/1/28</u>	NM	110K
0475	EXECUTIVE BOARD ASSISTANT, LACERA	<u>1/1/24</u>	NM	108F
		10/1/24	NM	109G
		<u>1/1/26</u>	NM	111C
		<u>1/1/27</u>	NM	112H
		<u>1/1/28</u>	NM	114B
0767	FINANCE ANALYST I, LACERA	<u>1/1/24</u>	NM	109A
		10/1/24	NM	110B
		<u>1/1/26</u>	NM	111J
		<u>1/1/27</u>	NM	113C
		<u>1/1/28</u>	NM	114H
0768	FINANCE ANALYST II, LACERA	<u>1/1/24</u>	N23L	LR12
		1/1/25	N23L	LR12
		<u>1/1/26</u>	<u>N23L</u>	<u>LR12</u>
		<u>1/1/27</u>	<u>N23L</u>	<u>LR12</u>
		<u>1/1/28</u>	<u>N23L</u>	<u>LR12</u>
0769	FINANCE ANALYST III, LACERA	<u>1/1/24</u>	N23L	LR16
		1/1/25	N23L	LR16
		<u>1/1/26</u>	<u>N23L</u>	<u>LR16</u>
		<u>1/1/27</u>	<u>N23L</u>	<u>LR16</u>
		<u>1/1/28</u>	<u>N23L</u>	<u>LR16</u>

Item No.	Title	Effective Date	Salary or Salary Schedule and Level	
0434	HUMAN RESOURCES ANALYST, LACERA	1/1/24	NM	402F
		10/1/24	NM	103G
		<u>1/1/26</u>	<u>NM</u>	<u>105C</u>
		<u>1/1/27</u>	<u>NM</u>	<u>106H</u>
		<u>1/1/28</u>	<u>NM</u>	<u>108B</u>
0806	INFORMATION SECURITY OFFICER,LACERA	1/1/24	N23L	LS12
		1/1/25	N23L	LS12
		<u>1/1/26</u>	<u>N23L</u>	<u>LS12</u>
		<u>1/1/27</u>	<u>N23L</u>	<u>LS12</u>
		<u>1/1/28</u>	<u>N23L</u>	<u>LS12</u>
0783	INFORMATION SYSTEMS MANAGER, LACERA	1/1/24	N23L	LS14
		1/1/25	N23L	LS14
		<u>1/1/26</u>	<u>N23L</u>	<u>LS14</u>
		<u>1/1/27</u>	<u>N23L</u>	<u>LS14</u>
		<u>1/1/28</u>	<u>N23L</u>	<u>LS14</u>
0782	INFORMATION SYSTEMS MANAGER I, LACERA	1/1/24	NM	420A
		10/1/24	NM	121B
		<u>1/1/26</u>	<u>NM</u>	<u>122J</u>
		<u>1/1/27</u>	<u>NM</u>	<u>124C</u>
		<u>1/1/28</u>	<u>NM</u>	<u>125H</u>
0803	INFORMATION TECHNOLOGY MANAGER I, LACERA	1/1/24	N23L	LS11
		1/1/25	N23L	LS11
		<u>1/1/26</u>	<u>N23L</u>	<u>LS11</u>
		<u>1/1/27</u>	<u>N23L</u>	<u>LS11</u>
		<u>1/1/28</u>	<u>N23L</u>	<u>LS11</u>
0804	INFORMATION TECHNOLOGY MANAGER II,LACERA	1/1/24	N23L	LS12
		1/1/25	N23L	LS12
		<u>1/1/26</u>	<u>N23L</u>	<u>LS12</u>
		<u>1/1/27</u>	<u>N23L</u>	<u>LS12</u>
		<u>1/1/28</u>	<u>N23L</u>	<u>LS12</u>
0801	INFO TECHNOLOGY SPECIALIST I, LACERA	1/1/24	NM	422A
		10/1/24	NM	123B
		<u>1/1/26</u>	<u>NM</u>	<u>124J</u>
		<u>1/1/27</u>	<u>NM</u>	<u>126C</u>
		<u>1/1/28</u>	<u>NM</u>	<u>127H</u>
0802	INFO TECHNOLOGY SPECIALIST II, LACERA	1/1/24	NM	427C
		10/1/24	NM	128D
		<u>1/1/26</u>	<u>NM</u>	<u>129L</u>
		<u>1/1/27</u>	<u>NM</u>	<u>131E</u>
		<u>1/1/28</u>	<u>NM</u>	<u>132K</u>

Item No.	Title	Effective Date	Salary or Salary Schedule and Level	
0764	INTERNAL AUDITOR, LACERA	<u>1/1/24</u>	NM	106C
		10/1/24	NM	107D
		<u>1/1/26</u>	NM	108L
		<u>1/1/27</u>	NM	110E
		<u>1/1/28</u>	NM	111K
0765	INTERNAL AUDITOR,LACERA	<u>1/1/24</u>	NM	111G
		10/1/24	NM	112H
		<u>1/1/26</u>	NM	114D
		<u>1/1/27</u>	NM	115J
		<u>1/1/28</u>	NM	117C
0474	INVESTMENT ACCOUNTING OFFICER, LACERA	<u>4/23/24</u>	NM	116B
		10/1/24	NM	117C
		<u>1/1/26</u>	NM	118K
		<u>1/1/27</u>	NM	120D
		<u>1/1/28</u>	NM	121J
9235	LEGAL ANALYST, LACERA	<u>1/1/24</u>	NM	103G
		10/1/24	NM	104H
		<u>1/1/26</u>	NM	106D
		<u>1/1/27</u>	NM	107J
		<u>1/1/28</u>	NM	109C
0795	LEGISLATIVE AFFAIRS OFFICER, LACERA	<u>1/1/24</u>	NM	116J
		10/1/24	NM	117K
		<u>1/1/26</u>	NM	119F
		<u>1/1/27</u>	NM	120L
		<u>1/1/28</u>	NM	122E
0440	LEGAL SECRETARY,LACERA	<u>1/1/24</u>	NM	98D
		10/1/24	NM	99E
		<u>1/1/26</u>	NM	101A
		<u>1/1/27</u>	NM	102F
		<u>1/1/28</u>	NM	103L
0500	PORTFOLIO MANAGER	<u>1/1/24</u>	N23L	LR13
		1/1/25	N23L	LR13
		<u>1/1/26</u>	N23L	LR13
		<u>1/1/27</u>	N23L	LR13
		<u>1/1/28</u>	N23L	LR13
0762	PRINCIPAL INTERNAL AUDITOR, LACERA	<u>1/1/24</u>	NM	118J
		10/1/24	NM	119K
		<u>1/1/26</u>	NM	121F
		<u>1/1/27</u>	NM	122L
		<u>1/1/28</u>	NM	124E

Item No.	Title	Effective Date	Salary or Salary Schedule and Level	
0495	PRINCIPAL INVESTMENT OFFICER, LACERA	1/1/24	N23L	LR23
		1/1/25	N23L	LR23
		<u>1/1/26</u>	<u>N23L</u>	<u>LR23</u>
		<u>1/1/27</u>	<u>N23L</u>	<u>LR23</u>
		<u>1/1/28</u>	<u>N23L</u>	<u>LR23</u>
0496	PRINCIPAL INVESTMENT OFFICER, LACERA (UC)	1/1/24	N23L	LR23
		1/1/25	N23L	LR23
		<u>1/1/26</u>	<u>N23L</u>	<u>LR23</u>
		<u>1/1/27</u>	<u>N23L</u>	<u>LR23</u>
		<u>1/1/28</u>	<u>N23L</u>	<u>LR23</u>
2600	PROGRAMMING SYSTEMS SPECIALIST, LACERA	1/1/24	NM	117G
		10/1/24	NM	118D
		<u>1/1/26</u>	<u>NM</u>	<u>119L</u>
		<u>1/1/27</u>	<u>NM</u>	<u>121E</u>
		<u>1/1/28</u>	<u>NM</u>	<u>122K</u>
0465	PUBLIC INFORMATION OFFICER, LACERA	1/1/24	NM	107K
		10/1/24	NM	108L
		<u>1/1/26</u>	<u>NM</u>	<u>110G</u>
		<u>1/1/27</u>	<u>NM</u>	<u>112A</u>
		<u>1/1/28</u>	<u>NM</u>	<u>113F</u>
0796	QUALITY AUDITOR I, LACERA	1/1/24	NM	99D
		10/1/24	NM	100E
		<u>1/1/26</u>	<u>NM</u>	<u>102A</u>
		<u>1/1/27</u>	<u>NM</u>	<u>103F</u>
		<u>1/1/28</u>	<u>NM</u>	<u>104L</u>
0797	QUALITY AUDITOR II, LACERA	1/1/24	NM	104F
		10/1/24	NM	105G
		<u>1/1/26</u>	<u>NM</u>	<u>107C</u>
		<u>1/1/27</u>	<u>NM</u>	<u>108H</u>
		<u>1/1/28</u>	<u>NM</u>	<u>110B</u>
2644	RETIREMENT SYSTEMS SPECIALIST	1/1/24	NM	119L
		10/1/24	NM	121A
		<u>1/1/26</u>	<u>NM</u>	<u>122H</u>
		<u>1/1/27</u>	<u>NM</u>	<u>124B</u>
		<u>1/1/28</u>	<u>NM</u>	<u>125G</u>
0761	RISK MANAGEMENT SPECIALIST, LACERA	1/1/24	NM	112B
		10/1/24	NM	113C
		<u>1/1/26</u>	<u>NM</u>	<u>114K</u>
		<u>1/1/27</u>	<u>NM</u>	<u>116D</u>
		<u>1/1/28</u>	<u>NM</u>	<u>117J</u>

Item No.	Title	Effective Date	Salary or Salary Schedule and Level	
0772	SECTION HEAD, LACERA	<u>1/1/24</u>	N23L	LS9
		<u>1/1/25</u>	N23L	LS9
		<u>1/1/26</u>	N23L	LS9
		<u>1/1/27</u>	N23L	LS9
		<u>1/1/28</u>	N23L	LS9
0439	SENIOR ADMIN ASSISTANT,LACERA	<u>1/1/24</u>	NM	94B
		<u>10/1/24</u>	NM	95C
		<u>1/1/26</u>	NM	96K
		<u>1/1/27</u>	NM	98D
		<u>1/1/28</u>	NM	99J
1632	SENIOR DISABILITY RETIREMENT SPECIALIST	<u>1/1/24</u>	NM	106B
		<u>10/1/24</u>	NM	107C
		<u>1/1/26</u>	NM	108K
		<u>1/1/27</u>	NM	110D
		<u>1/1/28</u>	NM	111J
0436	SENIOR HUMAN RESOURCES ANALYST, LACERA	<u>1/1/24</u>	NM	106F
		<u>10/1/24</u>	NM	107G
		<u>1/1/26</u>	NM	109C
		<u>1/1/27</u>	NM	110H
		<u>1/1/28</u>	NM	112B
0435	SENIOR HUMAN RESOURCES ASSISTANT, LACERA	<u>1/1/24</u>	NM	95H
		<u>10/1/24</u>	NM	96J
		<u>1/1/26</u>	NM	98E
		<u>1/1/27</u>	NM	99K
		<u>1/1/28</u>	NM	101D
0763	SENIOR INTERNAL AUDITOR, LACERA	<u>1/1/24</u>	NM	112F
		<u>10/1/24</u>	NM	113G
		<u>1/1/26</u>	NM	115C
		<u>1/1/27</u>	NM	116H
		<u>1/1/28</u>	NM	118B
0492	SENIOR INVESTMENT OFFICER, LACERA	<u>1/1/24</u>	N23L	LR20
		<u>1/1/25</u>	N23L	LR20
		<u>1/1/26</u>	N23L	LR20
		<u>1/1/27</u>	N23L	LR20
		<u>1/1/28</u>	N23L	LR20
0441	SENIOR LEGAL SECRETARY,LACERA	<u>1/1/24</u>	NM	102J
		<u>10/1/24</u>	NM	103K
		<u>1/1/26</u>	NM	105F
		<u>1/1/27</u>	NM	106L
		<u>1/1/28</u>	NM	108E

Item No.	Title	Effective Date	Salary or Salary Schedule and Level	
0807	SENIOR MEDIA ARTIST,LACERA	<u>1/1/24</u>	NMO	406J
		10/1/24	NMO	107K
		<u>1/1/26</u>	NMO	109F
		<u>1/1/27</u>	NMO	110L
		<u>1/1/28</u>	NMO	112E
0798	SENIOR QUALITY AUDITOR, LACERA	<u>1/1/24</u>	NM	409H
		10/1/24	NM	110J
		<u>1/1/26</u>	NM	112E
		<u>1/1/27</u>	NM	113K
		<u>1/1/28</u>	NM	115D
9213	SENIOR STAFF COUNSEL,LACERA	<u>1/1/24</u>	N23L	LS16
		1/1/25	N23L	LS16
		<u>1/1/26</u>	N23L	LS16
		<u>1/1/27</u>	N23L	LS16
		<u>1/1/28</u>	N23L	LS16
0784	SENIOR WRITER,LACERA	<u>1/1/24</u>	NM	408L
		10/1/24	NM	110A
		<u>1/1/26</u>	NM	111H
		<u>1/1/27</u>	NM	113B
		<u>1/1/28</u>	NM	114G
0775	SPECIAL ASSISTANT, LACERA	<u>1/1/24</u>	N23L	LS12
		1/1/25	N23L	LS12
		<u>1/1/26</u>	N23L	LS12
		<u>1/1/27</u>	N23L	LS12
		<u>1/1/28</u>	N23L	LS12
9212	STAFF COUNSEL,LACERA	<u>1/1/24</u>	N23L	LS12
		1/1/25	N23L	LS12
		<u>1/1/26</u>	N23L	LS12
		<u>1/1/27</u>	N23L	LS12
		<u>1/1/28</u>	N23L	LS12
0423	SUPERVISING ADMIN ASST II,LACERA	<u>1/1/24</u>	NM	410A
		10/1/24	NM	111B
		<u>1/1/26</u>	NM	112J
		<u>1/1/27</u>	NM	114C
		<u>1/1/28</u>	NM	115H
0424	SUPVG ADMINISTRATIVE ASSISTANT III, LACERA	<u>1/1/24</u>	NM	412B
		10/1/24	NM	113C
		<u>1/1/26</u>	NM	114K
		<u>1/1/27</u>	NM	116D
		<u>1/1/28</u>	NM	117J

Item No.	Title	Effective Date	Salary or Salary Schedule and Level	
0449	SUPERVISING WORD PROCESSOR,LACERA	<u>1/1/24</u>	NM	94D
		10/1/24	NM	95E
		<u>1/1/26</u>	NM	97A
		<u>1/1/27</u>	NM	98F
		<u>1/1/28</u>	NM	99L
1886	TRAINING COORDINATOR,LACERA	<u>1/1/24</u>	NM	106E
		10/1/24	NM	107F
		<u>1/1/26</u>	NM	109B
		<u>1/1/27</u>	NM	110G
		<u>1/1/28</u>	NM	112A

SECTION 4. Pursuant to Government Code section 25123(f), this ordinance shall take effect immediately upon final passage.

[LACERAMAPP2026-28GSCC]

MEMORANDUM OF UNDERSTANDING

**LACERA
SUPERVISORY
UNIT 851**

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MEMORANDUM OF UNDERSTANDING
FOR JOINT SUBMISSION
TO BOARDS OF RETIREMENT and INVESTMENTS
REGARDING THE LACERA SUPERVISOR UNIT

THIS MEMORANDUM OF UNDERSTANDING made and entered into on this
16th day of January 2026.

BY AND BETWEEN

The Los Angeles County Employees Retirement Association (hereinafter
referred to as "LACERA")

AND

SEIU Local 721, Service Employees International Union, AFL-CIO
(hereinafter referred to as "Local 721")

CONCERNING

The Supervisory Unit

ARTICLE 1- PURPOSE

- 1.1 It is the purpose of this Memorandum of Understanding (MOU) to promote and provide for harmonious relations, cooperation and understanding between LACERA and the employees covered by this Memorandum; to provide an orderly and equitable means of resolving any misunderstandings or differences which may arise under this Memorandum; and to set forth the full and entire understanding of the parties reached as a result of good faith negotiations regarding the wages, hours and other terms and conditions of employment of the employees covered by this Memorandum, which understanding the parties intend jointly to submit and recommend for approval and implementation to the LACERA Boards of Retirement and Investments (hereinafter, "Boards.")

ARTICLE 2 – RECOGNITION

- 2.1 Pursuant to the provision of the Employee Relations Ordinance of the County of Los Angeles and applicable State law, Local 721, was certified by County's Employee Relations Commission as the exclusive representative of LACERA employees in the Supervisory Unit (hereinafter "unit"). Said Unit was previously found to be appropriate by the Employee Relations Commission and certified as Unit 851. LACERA hereby recognizes Local 721 as the certified exclusive representative of the employees in said Unit. The term "employee" or "employees" as used herein shall refer only to employees employed by LACERA in said Unit in the employee classifications comprising said Unit as listed in Appendix A, as well as such classes as may be added or deleted hereafter by the Employee Relations Commission. The addition or deletion of classes is subject to the meet and confer process at the request of either party.

ARTICLE 3 - NON-DISCRIMINATION

- 3.1 The parties mutually recognize and agree fully to protect the rights of all employees covered hereby to join and participate in the activities of Local 721 and all other rights in the Employee Relations Ordinance and Government Code, Sections 3500 through 3511.
- 3.2 The provisions of this MOU shall be applied equally to all employees covered hereby without favor or discrimination because of race, color, sex, sexual orientation, age, national origin, political or religious opinions or affiliations, or disability status or other factors not directly related to successful performance of the job.

ARTICLE 4 – IMPLEMENTATION

- 4.1 This MOU constitutes a mutual recommendation to be jointly submitted to the Boards. It is agreed that this MOU shall not be binding upon the parties unless and until said Boards:
- A. Act, by majority vote, formally to approve said MOU.
 - B. Enact necessary amendments to all LACERA ordinances or resolutions, required to implement the full provisions hereof, including County Codes applicable to LACERA, and
 - C. Act to appropriate the necessary funds required to implement the provisions of this MOU which require funding.
- 4.2 Implementation shall be effective as of the date approved by the Boards or as otherwise provided herein.
- 4.3 Notwithstanding the foregoing, in the event the Board of Supervisors fails to take all actions necessary to timely implement this MOU, it is understood that the parties may mutually agree to implement appropriate provisions of this Memorandum which do not require specific action by the Board of Supervisors.

ARTICLE 5 – TERM

- 5.1 The term of this MOU shall commence on the date when the terms and conditions for its effectiveness, as set forth in Article 4, Implementation, are fully met, but in no event shall said MOU become effective prior to 12:01 a.m. on January 1, 2026. This MOU shall expire and otherwise be fully terminated at 12:00 midnight on December 31, 2028.

ARTICLE 6 – RENEGOTIATION

- 6.1 In the event either party hereto desires to negotiate the provisions of a successor MOU, such party shall serve upon the other its written request to commence negotiations as well as its initial written proposals for such successor MOU, during the month of June of the last year of this MOU.
- 6.2 Negotiations shall begin no later than July 15. If full and entire agreement on the terms of a successor MOU is not reached by August 31, an impasse shall be automatically declared on those issues, which remain in dispute unless the parties mutually agree to continue negotiations.

ARTICLE 7 – SALARIES

7.1 General percentage increases

All employees covered under this Memorandum of Understanding shall receive the following salary increase during the term of this agreement upon Union ratification and Board approval:

- a) Effective January 1, 2026, an across-the-board increase of 4.5%.
- b) Effective January 1, 2027, an across-the-board increase of 4%.
- c) Effective January 1, 2028, an across-the-board increase of 4%.

7.2 REMOVED

7.3 REMOVED

7.4 Schedule Placement

Salary schedule for each classification in this Unit can be located in Appendix (A)

7.5 If during the term of this Memorandum of Understanding a classification/compensation study for any classification or series pertaining to represented employees is conducted, the Union shall be notified at the beginning of the study. If the Union requests a meeting for clarification regarding the methodology, it shall not be denied. Following the completion of the classification/compensation study, the parties shall meet to discuss the impact of the implementation of the findings.

ARTICLE 8 – OVERTIME

8.1 Compensation

A. LACERA will pay overtime for all hours worked in excess of forty (40) in one week. "Hours worked" will be calculated as provided for by the Fair Labor Standards Act, 29 U.S.C 201, et seq. Hours worked do not include time for which persons are compensated but do not actually work, including but not limited to, sick leave and vacation pay, with the exception that those hours paid during a workweek for a regular LACERA holiday will be counted in calculating hours worked for overtime purposes.

B. LACERA will pay employees for any overtime worked at a rate of one and one-half (1½) times their regular rate of pay. Regular rate of pay shall be calculated as provided for by the Fair Labor Standards Act.

C. With Department Head (Appointing Authority) approval an employee in the bargaining unit may elect to work up to twenty (20) hours of FLSA overtime to be used as compensatory time off in lieu of pay. Compensatory time is accrued at the rate of one and one-half (1½) hours for each hour of overtime worked. No more than thirty (30) hours of compensatory time may be accrued in a calendar year. All overtime hours worked in excess of twenty (20) hours and accrued as compensatory time in a calendar year shall be paid.

To use compensatory time, an employee must submit a written request to the immediate supervisor at least five (5) working days prior to the first date requested to be off. Such accumulated compensatory time may be taken off subject to staffing requirements and with prior written approval of the departmental management. Accumulated compensatory time must be used by the end of the calendar year following the year in which it was earned or it shall be paid. Accrued compensatory time shall be paid prior to any promotions.

Management may direct an employee to use accumulated compensatory time provided the employee is given ten (10) business days' notice. Unless approved by management, employees may not accrue compensatory overtime hours which are worked during disaster periods or emergencies declared by the LACERA Chief Executive Officer, the County Board of Supervisors, local or federal government.

8.2 Usage of Non-FLSA Earned Compensatory Time

A. Employees shall not be directed by Management to take compensatory time off without at least ten (10) business days' notice.

Requests for time-off will be approved or denied in a timely manner and based on the needs of the service as determined by Management.

B. With prior written approval of management, accumulated compensatory time not used during the calendar year in which it is earned may be carried over one (1) additional calendar year during which it must be taken. Compensatory time not used within the above period shall be paid to the employee at the straight time rate rather than lost.

8.3 Distribution of Overtime

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

- 8.4 An employee who works a nine-day/eighty-hour (9/80) two week schedule and who uses benefit time or compensatory time to cover the balance of a day in which they receive an eight (8) hour holiday, the benefit time or compensatory time used shall be treated for purposes for overtime computation in the same manner as the eight (8) hours of Holiday time.

ARTICLE 9 – SPECIAL PAY PRACTICES

9.1 Night Shift Differential

- A. The evening shift is a shift at least five-eighths of which falls between 4:00 p.m. and 11:00 p.m. The night shift is a shift at least five-eighths of which falls between 9:00 p.m. and 8:00 a.m.
- B. Employees who work an evening shift shall receive a premium of fifty (50) cents per hour.
- C. Employees who work a night shift shall receive a premium of seventy-five (75) cents per hour.

9.2 Superior Subordinate Pay

A supervisor shall be compensated at a rate which is the greater of the Superior Subordinate Pay provided under Section 6.10.070 of the County Code equal to \$1.00 per month more than the base rate of their highest paid subordinate or paid additional compensation equal to two standard salary schedules as provided under Section 6.10.070 or 6.10.073 of the County Code above the supervisor's current base rate, when the qualifying conditions are met as provided by Section 6.10.070 of the County Code.

- 9.3 Any permanent, full-time employee in one of the following classifications who possesses a valid Certified Employee Benefits Specialist designation from the International Foundation of Employee Benefit Plans shall be entitled to compensation at a rate two schedules higher than that established for the class:

<u>Title:</u>	<u>Item No.</u>
Senior Retirement Benefits Specialist	1312

- 9.4 Any permanent, full-time employee in one of the following classifications who possesses a valid Certified Public Accountant license issued by the State of California shall be entitled to compensation at a rate two schedules higher than that established for the class:

<u>Title:</u>	<u>Item No.</u>
Senior Accountant, LACERA	0416
Accounting Officer I, LACERA	0417
Accounting Officer II, LACERA	0418
Senior Investment Accountant, LACERA	0477

- 9.5 Compensation paid pursuant to Sections 9.3 or 9.4 above shall commence on the first day of the first pay period following the day the employee presents the qualifying certification either to the Chief Executive Officer or designee.

- 9.6 If eligible, an employee may receive the compensation provided by either 9.3 or 9.4 above, but not both.

ARTICLE 10 - CALL BACK

- 10.1 Whenever an employee is unexpectedly ordered by the CEO or designee to return to work following the termination of their normal work shift and departure from their work location the employee shall receive a payment of four hours' pay at the rate of time and one-half of the employee's regular rate of pay. Work performed in excess of four hours will be compensated for in accordance with provisions of Article 8 - Overtime.
- 10.2 If an employee should complete work required, leave the work location, and subsequently be recalled during the four-hour period being compensated for as a result of the initial call back, no additional compensation will be paid until four hours have been worked by the employee; i.e., there shall be no pyramiding of time and one-half pay as a result of call back.
- 10.3 If an employee's work schedule must be altered to accommodate operational requirements on any scheduled workday and the employee is required to report for work up to two hours earlier than their normal shift starting time, this shall be considered an early shift start and not a call back. Employees assigned to an early shift start will be allowed to work to the end of their normal shift provided work is available in their classification.
- 10.4 Whenever the CEO or designee unexpectedly orders an employee to work at home following the termination of their normal work shift and departure from their work location the employee shall receive payment for the time worked at the appropriate rate.

ARTICLE 11 - LEAVES OF ABSENCE

11.1 Medical Leave

Pursuant to applicable provisions of the Civil Service Rules, Salary Ordinance, and other law, medical leaves of absence will be granted by LACERA upon request only upon submission of a doctor's certificate or other satisfactory medical evidence of the employee's need for such leave.

11.2 Educational Leave

Pursuant to applicable provisions of the Civil Service Rules, and subject to the staffing needs of LACERA, educational leaves will be granted to permanent employees upon presentation of a plan for schooling designed to improve the employee's value to LACERA, and evidence of acceptance by an accredited college or university.

11.3 Pregnancy Leave

The parties agree that the CEO or designee shall grant a leave of absence without pay to any full-time permanent employee who becomes disabled as a result of pregnancy, which disability prevents her from performing the duties of her position. Such leave must be requested in writing by the employee and will be granted pursuant to Civil Service Rules and such procedures as are determined by the CEO or designee.

The parties further agree that upon commencement of an authorized pregnancy leave of absence, any full-time permanent employee disabled as a result of pregnancy, which disability prevents her from performing the duties of her position as certified by her primary care giver (physician, nurse practitioner or nurse mid-wife), may use sick leave benefits for which she is otherwise eligible in the same manner as for any other disability resulting from sickness or injury. Additionally, the employee may use accrued vacation, holiday or compensatory time when on an authorized pregnancy leave of absence during such period of disability.

11.4 Employee Organizational Leave

Except by mutual agreement Local 721 may not have more than two (2) LACERA employees on leave of absence to accept employment with Local 721. One employee may be from this Unit and one from the Supervisory Unit or any combination that does not exceed two employees on leave from LACERA. These leaves are subject to the Civil Service Rules.

The employee must have a minimum of one (1) year's continuous employment with LACERA. The requested leave shall only be granted if the prime reason for the leave shall be to conduct Local 721 business as it is related to County of Los Angeles or LACERA functions. For all purposes while on such leave the worker shall be an employee of Local 721 and not of LACERA. During the leave the worker shall continue to receive full

salary, benefits and accruals from LACERA, but the cost of providing such salary benefits and accruals shall be fully reimbursed by Local 721.

11.5 Jury Duty

During the time an employee is actually reporting to the court for jury duty and following receipt of "Certificate of Jury Service" (jury form 4), the CEO or designee will convert the employee's usual shift to a regular five-day Monday through Friday day-shift basis.

Any person holding a permanent position ordered to serve on a jury shall be entitled to their regular pay provided the employee deposits their fees for service, other than mileage, with the department.

11.6 Witness Leave

Whenever any full-time permanent employee is required to be absent from work by a proper subpoena, issued by a court or commission legally empowered to subpoena witnesses, which compels the employee's presence as a witness, unless the employee is a party or an expert witness, the employee shall be allowed the time necessary to be absent from work at the employee's regular pay to comply with such subpoena, provided the employee deposits any witness fees, except mileage, with LACERA.

11.7 Family Leave

A. The parties agree that employees, including registered domestic partners, covered by this MOU are subject to the provision of the California Family Rights Act of 1993 (CFRA) and the Federal Family and Medical Leave Act of 1993 (FMLA), as amended and the California Fair Employment and Housing Act (FEHA) Pregnancy Disability Leave (PDL).

Nothing in this Section is intended to provide additional benefits beyond what is mandated by Federal and/or State law, except that a domestic partner and their children may qualify an employee as eligible for FMLA/CFRA.

B. The parties agree that within sixty (60) days of implementation of this contract, upon the request of the employee, LACERA shall provide the employee with a summary of the Family Leave Policy Guidelines.

C. Absences incurred for a Family Leave qualifying reason may not be used for purposes of placing or keeping an employee on certified time or cited or referenced in any Performance Evaluation or Appraisal of Promotability. Employees on certified time with FMLA qualifying absences shall not be required to provide medical certifications for those FMLA absences above and beyond the medical certification requirements in the LACERA Family Leave Policy.

D. An employee shall be entitled to file a grievance for violation of this Article in addition to the rights provided by law.

11.8 Bereavement Leave

In the event of death of father, mother, stepfather, stepmother, father-in-law, mother-in-law, brother, sister, brother-in-law, sister-in-law, husband, wife, child, stepchild, great-grandfather, great-grandmother, grandfather, grandmother, grandchild, or domestic partner and domestic partner's father, mother, stepfather, stepmother, child, stepchild, and grandchild.

LACERA agrees to allow up to five (5) days of paid bereavement leave.

The parties further agree that effective January 1, 1999, if an employee is required to travel a minimum of 500 miles one way, they shall be eligible to receive five (5) working days of bereavement leave. In addition, the employee shall be allowed use of other paid or unpaid leave if one way travel over 500 miles is required.

Nothing in this Article precludes an employee from requesting additional time off for bereavement as defined above. If granted by Management, such additional time off for bereavement shall be charged to the employee's accrued vacation, overtime, personal leave, or holiday time or taken as time without pay, as elected by the employee.

Submission of proof of death of the family member or domestic partner, such as a copy of the obituary, death certificate, or order of service, may be required by LACERA management.

11.9 Military Leave

LACERA shall comply with the requirements of applicable provisions of County, State, and Federal laws and Ordinances relating to employees who are called to serve in the National Guard or the Armed Forces of the United States.

11.10 Vacation Leave

Vacation requests shall not be denied due to insufficient earned time as long as the employee will earn sufficient time prior to the requested vacation dates. If the actual earned time falls short of projections by the beginning of the vacation, then the employee may be allowed to take a reduced time off in the amount they have sufficient time to cover or, at management's discretion, may be allowed to take time off without pay for compelling reasons.

This does not prohibit LACERA management from denying vacation requests due to business needs, or, after approval, in the case of emergencies.

ARTICLE 12 - EMPLOYEE BENEFITS

- 12.1 The parties agree that the provisions of the Memoranda of Understanding regarding Fringe Benefits, and Retirement between the County of Los Angeles and SEIU Local 721, AFL-CIO in effect during the term of this MOU shall apply to employees in this unit. Mileage reimbursement shall be paid at the IRS reimbursement rate in effect at the time of travel.

ARTICLE 13 - BULLETIN BOARDS

- 13.1 Management will furnish adequate bulletin board space to SEIU Local 721 on all floors where there are represented employees working.

The boards shall be used for the following subjects:

- A. SEIU Local 721 recreational, social and related SEIU Local 721 news bulletins;
- B. Scheduled SEIU Local 721 Meetings;
- C. Information concerning SEIU Local 721 elections or the results thereof;
- D. Reports of official business of SEIU Local 721 including SEIU Local 721 Newsletters, reports of committees or the Board of Directors; and
- E. Any other written material which first has been approved and initialed by the CEO or designee. The CEO or designee must either approve or disapprove a request for posting within 24 hours, excluding Saturday, Sunday and legal holidays from the receipt of the material and the request to post it. Failure to do so will be considered approval to post the material.

- 13.2 The CEO or designee will approve all reasonable requests.

- 13.3 The parties may mutually waive the provisions of this Article if a satisfactory posting policy on bulletin boards is currently in effect.

- 13.4 Posting of Notices

Notices of Civil Service examinations, departmental and inter-departmental vacancy within LACERA shall be posted through bulletin boards and electronic mail by LACERA within a reasonable time after receipt. Notices of Civil Service examinations, departmental and interdepartmental vacancy notices and LACERA eligibility lists shall be made available, upon request.

The parties agree that the provision of Section 13.4 shall not be grievable nor arbitrable, and are, therefore, expressly excluded from the grievance and arbitration provisions of this MOU.

ARTICLE 14 - SAFETY AND HEALTH

14.1 Parties Responsibilities

It is the duty of LACERA to make every reasonable effort to provide and maintain a safe and healthy place of employment. Local 721 will cooperate by encouraging all employees to perform their work in a safe manner. It is the duty of all employees in the course of performing their regularly assigned duties to be alert to unsafe and/or unhealthy practices, equipment, including ergonomics, and conditions and to report any such unsafe and/or unhealthy practices, or conditions to their immediate supervisors. The immediate supervisor will respond within five (5) business days. For any hazardous, unsafe, and/or unhealthy practices or conditions, the immediate supervisor will:

- a) Safeguard the condition within a manner designed to preclude injury to property and promptly report the unsafe condition to the proper level of supervision designated by LACERA Management for said purpose, if elimination of the hazardous condition is not within immediate supervisor's capability.
- b) If such condition cannot be satisfactorily remedied by the immediate supervisor, the employee or the employee's representative may submit the matter; in writing to the safety officer who will respond within five (5) working days.

If the employee or the employee's representative is not satisfied with the response of the safety officer, Local 721 may consult with the Human Resources Director. The Human Resources Director shall respond to the CEO or their designee, employee and Local 721 within ten (10) days.

If Local 721 is not satisfied with the response of the Human Resources Director, the issue may be taken within ten (10) days to arbitration as set forth in Article 23. During such ten (10) days consultation between the CEO or designee, employee and Local 721 will take place. LACERA shall make available the name and work telephone number of the safety officer. This list will be updated as required.

14.2 First-Aid Kits

The safety officer or appropriate representative shall update and to maintain complete first-aid kits at all work facilities and to ensure said kits are accessible to employees.

14.3 LACERA and Local 721 mutually agree that Safety and Health conditions in LACERA are subject to the provision of the Williams-Steiger Occupational Safety and Health Act of 1970 and the California Occupational Health Act of 1973.

ARTICLE 15 - WORK SCHEDULE

15.1 Purpose

This article is intended to define the normal hours of work and shall not be construed as a guarantee of hours of work per day or per week, or of days of work per week.

15.2 Work Week

For the purpose of computing overtime, the workweek for employees in this Unit is 40 hours of work in a seven consecutive day period as defined by Management. For the purpose of work schedules, the normal workweek shall be five (5) consecutive eight (8) hour workdays, except as provided in Section 15.5. Each eight-hour shift shall include, exclusive of at least a thirty (30) minute lunch period, two 15-minute rest periods, one scheduled during each half of the assignment shift. During rest periods, employees shall be relieved of all duties and may leave their immediate work locations but must remain in the general area as prescribed by LACERA.

15.3 Work Shifts

Employees shall be scheduled to work on regular work shifts having regular starting and ending times. Except for emergencies (see Section 15.5), employees' work schedules, or work shifts shall not be changed without written notice to the employee at least ten (10) working days prior to the date the change is to be effective. Alternate work schedules shall not be changed without written notice to the employee at least ten (10) working days prior to the date the change is to be effective. The ten (10) working day notice can be waived by mutual agreement.

15.4 Saturday and Sunday Schedules

Work schedules which include Saturday and Sunday will be established only when essential to LACERA's services. In no event shall such schedules be established to deprive employees of payment for overtime.

15.5 Emergencies

Nothing herein shall be construed to limit the authority of Management to make temporary assignments to different or additional locations, shifts or work duties for the purpose of meeting emergencies. However, such emergency assignments shall not extend beyond the period of such emergency.

15.6 Nothing herein shall be construed to affect in any manner whatsoever irregular workday or workweek assignments required for the maintenance of necessary operations.

15.7 The parties agree that when an employee works in excess of their regularly scheduled work hours in a day, Management may direct the employee to take off an equivalent number of hours during the same workweek. Management will make reasonable efforts to accommodate an employee's choice of the equivalent number of hours to be taken off in the same workweek.

15.8 Alternative Work Schedules

Employees may request alternative work schedules such as a nine-day/eighty-hour (9/80) two-week schedule or a four-day/forty-hour (4/40) per week schedule. Management will respond to an employee's request within 15 calendar days. Any changes from existing work schedules will be based on the needs of the service as determined by Management.

An employee's alternative work schedule shall not be changed without written notice to the employee at least ten (10) working days prior to the date the change is to be effective. Employees covered by the Fair Labor Standards Act will not be placed on alternate work schedules that mandate the payment of overtime under the Act.

15.9 Telecommuting: Individual employees may request to telecommute. Management will select those persons to participate in telecommuting and will determine the parameters of the telecommuting program. Employees may be deemed eligible to participate in telecommuting as management determines that the individual employee can effectively telecommute because of their skills, work assignment, experience, prior performance, or the needs of the service. If the telecommuting program is to be changed or modified, the Employer shall notify the Union at least forty-five (45) days prior to the changes being implemented. If the Union requests a meeting for clarification, it shall not be denied.

It is agreed that telecommuting is a voluntary program and participation can be terminated at any time by either management or the participating employees.

ARTICLE 16 - POSITION CLASSIFICATION STUDY

16.1 Definition and Authority

For the purpose of this article, a classification study is a study by the Human Resources Office, of the duties and responsibilities assigned to a position to determine whether the position is properly classified.

16.2 Intent

It is the intention of the parties that this article be included only to inform employees of the established processes and procedures to follow when requesting a classification study on their own behalf, and to further inform them of the parties' understanding on the acknowledgement of such studies and follow-up reports.

16.3 Procedures

A request for a classification study by an employee who believes their position is misclassified must be submitted in writing to the employee's immediate supervisor. If the employee's immediate supervisor cannot support the employee's request, it will be returned to the employee within 30 days with, if requested, a written explanation. If the employee still believes the request is justified, the employee has the right to resubmit the request to the Human Resources Office, which shall in turn schedule and conduct a classification study.

16.4 Acknowledgements and follow-up reports

LACERA agrees that all employee-initiated study requests shall be promptly acknowledged. Further, LACERA will keep the employee informed. The Union may request a status report and the estimated completion date of the study. Upon written request LACERA shall provide this within 10 working days.

16.5 LACERA agrees to provide Local 721 notice and consult pursuant to County Code Section 5.04.090 (A) regarding new classifications, the primary duties of which are derived from Local 721 represented classifications. Further, subject to approval of said new classifications by the Boards, and upon accretion of said classes to the appropriate bargaining unit, upon the request of Local 721, the parties agree to negotiate and recommend proposed salaries to the Boards for approval. Nothing in this paragraph shall limit LACERA's authority to classify or reclassify positions pursuant to Civil Service Rule 5. Classification.

ARTICLE 17 - OUT-OF-CLASS ASSIGNMENTS

17.1 Eligibility

A. An out-of-class assignment is the full-time performance of all the significant duties of an allocated vacant, funded position in a higher-level class by an employee in a lower-level class¹. Such assignments will be confirmed in writing at the beginning of the assignment and shall include the following:

- When the assignment will qualify for bonus, and when if eligible it will begin.
- The bonus percentage amount that will be paid.
- The expected duration of the assignment.

A separate notification shall be issued that specifies if the assignment is to be extended, and the expected duration of the extension.

B. The amount of the bonus shall be two standard salary schedules and shall not constitute a base rate. This bonus is paid pursuant to the conditions described below in Section 17.2.A.

C. The employee shall provide written notice to the CEO or designee if they do not want to perform the out-of-class assignment. The employee will be relieved of the out-of-class assignment as soon as practical, but no later than ten (10) business days from the employee's written notice.

D. This bonus is not applicable to individuals employed on a temporary, recurrent, or less than full-time basis.

17.2 Request for Relief by Employee or Union

A. If an employee is assigned to an out-of-class assignment for more than 20 consecutive working days, LACERA shall upon the employee's or Union's written request for relief either:

1. Appoint the employee to the higher-level class according to the Civil Service Rules;
2. Return the employee to an assignment in their own class;
3. If neither subdivisions A.1 or A.2 above is accomplished within 30 calendar days of the request for relief, pay the employee a bonus for each 30 calendar days from the request date until the out-of-class assignment is terminated.

¹ County Code Section [60.10.040](#).

B. It is the intent of LACERA to avoid working an employee on an out-of-class assignment for a prolonged period of time. Time spent in an out-of-class assignment performing work of the higher-level classification may be considered as relevant experience in a civil service examination when appropriately identified in an application.

17.3 Special Provisions

A. Nothing herein shall be construed to limit the authority of LACERA to make temporary assignments to different or additional locations, shifts or work duties for the purpose of meeting emergency situations over which the department has no control.

However, such assignment shall not extend beyond the period of such emergency.

B. Nothing in this article shall be construed as limiting LACERA's authority to make temporary incidental assignments on higher rated classifications work, or to assign employees out-of-class for the purpose of training without any additional compensation for the duration of such training.

C. It is agreed that the provisions of this article will be applied within departments and is not intended to apply across departmental organizational units.

D. Written confirmation of an employee's out-of-class assignment shall be placed in the employee's personnel file after completion of the out-of-class assignment. A copy will be provided to the employee.

E. Grievances filed under this article may be filed under the expedited arbitration procedure set forth in the MOU.

ARTICLE 18 - TRAINING AND CAREER DEVELOPMENT

LACERA and Local 721 recognize the importance of training and career development of employees within the Unit to have a stable, highly qualified and effective workforce in the delivery of LACERA services.

18.1 Technological Change

As new technology is introduced in the work environment and is required to be used by specific employees, LACERA will make reasonable efforts to train the affected employees in the new technology.

18.2 Training Opportunities

An employee in the unit may request to participate in training programs, symposiums, seminars, conferences and meetings which will lead to an increase in the skills, knowledge and understanding of the employee's current job assignment. An employee may also participate in training activities that enhance succession planning or current career development. Employee training request for LACERA time to attend such programs shall be subject to LACERA approval.

18.3 In-Service Training

LACERA agrees to continue in-service training programs which are in effect at the time this MOU is implemented until their terms have expired, and also to encourage the establishment of in-service training programs in areas and classifications where possible. LACERA agrees to make information concerning in-service training programs available to employees.

18.4 Training Expenses

LACERA will make up to \$100,000 available for training each year of the term of this MOU. Both Local 721 represented LACERA units share the \$100,000.

18.5 Accounting

LACERA will provide Local 721 an accounting of training expenses (18.4) semi-annually upon request.

ARTICLE 19 - PERSONNEL FILES

- 19.1 An employee, or their representative with the written consent of the employee, may inspect that employee's personnel file with the exception of all material obtained from other employers and agencies at the time that employee was hired.
- 19.2 An employee shall be advised of and entitled to read any written statement by the employee's supervisor or departmental management regarding their work performance or conduct if such statement is to be placed in their personnel file. The employee shall acknowledge that they have read such material by affixing their signature on the copy to be filed, with the understanding that such signature merely signifies that they have read the material to be filed but does not necessarily indicate agreement with its content. If the employee refuses to sign, the supervisor shall note their refusal on the copy to be filed along with the supervisor's signature and the signature of a witness to the employee's refusal to sign.
- 19.3 The employee may file a grievance regarding any such document within the prescribed time limits of the grievance procedure. If the employee fails to file a grievance within the designated time limits, the document becomes part of the official file. If the employee does file a grievance within the designated time limits, said document shall not be placed in the official file and not referenced in any Performance Evaluation until the grievance procedure or civil service appeal rights have been exhausted. Grievances filed under this provision shall not be subject to the Arbitration provisions of the Grievance Procedure unless they involve violation of a specific provision of this MOU that is subject to arbitration. Management agrees that no properly used full paid sick leave used in the twelve months immediately prior to an Appraisal of Promotability or a Performance Evaluation will be negatively referenced on such forms.
- 19.4 On reviewing their personnel file, an employee may request and have any written warnings issued more than one year prior placed in an envelope and sealed in their personnel file except as such may be a part of an official permanent record. On the face of the sealed envelope it shall read "The contents herein shall be disclosed only upon written consent of the subject employee or by subpoena or other legal process from a public body of competent jurisdiction." The date the contents of the sealed envelope will be destroyed shall also appear on the face of envelope. That date shall be two (2) years from the date of issue of the documents in the sealed envelope.
- 19.5 An employee on reviewing their personnel file, may request and have any written warnings or reprimand(s) issued more than two (2) years prior removed from their personnel file except as such may be a part of an official permanent record.

ARTICLE 20 – TRANSFERS

- 20.1 Any employee covered herein may submit a written request for transfer within LACERA and have their name placed on a list to be kept by the Human Resources Office. These requests shall be kept for a period of six months and renewed by the employee if they still desire to be considered for transfer beyond that date. During the term of this MOU, the CEO or designee will review requests on file and make an effort to effect transfers.
- 20.2 Any employee covered herein who wishes to transfer to a County department may submit a written request for such transfer and have their name placed on a list to be kept by the Human Resources Office of the department to which the employee is requesting a transfer. These requests will be retained for a period of one (1) year. It is understood that these requests are for an available, vacant position in the same or similar classification. Management will consider their request for transfers twice yearly when filling vacancies.
- 20.3 In the event of involuntary transfers within LACERA, the employee will be notified in writing, fifteen (15) days prior to said involuntary transfer. The fifteen (15) day notice can be waived by mutual agreement.

ARTICLE 21 - ASSIGNMENT OF ADDITIONAL RESPONSIBILITIES

- 21.1 Any permanent, full-time employee shall be entitled to additional compensation equivalent to two standard salary schedules for the performance of additional responsibilities of a higher-level which are assigned by the CEO or designee. Assignments shall be confirmed in writing before the start of the assignment of the additional responsibilities.
- 21.2 If an employee is not receiving additional compensation for additional work as outlined above in Section 21.1, at any time while the employee is performing additional duties, an employee may make written request for payment of the Additional Responsibilities Bonus. Within thirty (30) business days LACERA shall notify an employee in writing of the approval or denial of their written request for the additional responsibilities bonus. If the request is denied, upon request, the reasons will be given in writing.
- 21.3 To qualify for this additional compensation, a full-time, permanent employee must either perform significant duties of a higher-level classification, be assigned a special project or assignment which requires the performance of additional duties and carries additional responsibilities beyond those typically assigned to the employee's class. The assignment of additional duties normally performed by incumbents of the employee's class shall not qualify for this additional compensation.
- 21.4 This additional compensation shall begin on the first day the additional responsibilities are assigned by management and performed by the employee and shall end on the day the additional responsibilities are no longer performed. The CEO or designee shall notify the employee of the termination of any assignment for which they qualify for the additional responsibilities bonus. In no event shall an employee receive compensation pursuant to this Section and receive the out-of-class bonus pursuant to Article 17 for the same assignment.
- 21.5 The additional compensation provided in this Article shall not constitute a base rate.

ARTICLE 22 – EMPLOYEE PARKING

- 22.1 Local 721 recognizes LACERA's obligation to fulfill employer requirements for traffic reduction under the South Coast Air Quality Management District Regulation XV. It is Local 721's intent to assist LACERA in fulfilling its obligation.
- 22.2 LACERA will continue to make every reasonable effort to provide adequate free parking facilities for employees who regularly find it necessary to use their own vehicle for transportation to their work location.

ARTICLE 23 - GRIEVANCE PROCEDURE

23.1 Purpose

The purpose of the grievance procedure is to provide a just and equitable method for the resolution of grievances without discrimination, coercion, restraint, or reprisal against any employee or employees who may submit or be involved in a grievance.

23.2 Definitions

1. Wherever used the term "employee" means either employee or employees as appropriate.
2. "Grievance" means a complaint by an employee or group of employees concerning the interpretation or application of the provisions of this MOU or of the rules and regulations governing personnel practices or working conditions, which complaint has not been resolved satisfactorily in an informal manner between an employee and their immediate supervisor.
3. "Business Days" mean calendar days exclusive of Saturdays, Sundays, and legal holidays.

23.3 Responsibilities

1. Local 721 agrees to encourage an employee to discuss their complaint with their immediate supervisor. The immediate supervisor will upon request of an employee, discuss the employee's complaint with him/her at a mutually satisfactory time.
2. An employee, who files a formal written grievance, must state clearly and concisely the specific action(s) being grieved, the article(s) violated and the specific remedy requested. LACERA will state in writing if the grievance fails to satisfy these requirements, and the reasons the grievance fails to satisfy this requirement. If the grievance was timely filed, the employee will be given an additional five (5) days to re-submit the grievance at Step 1.

23.4 Waivers and Time Limits

1. Failure by LACERA to reply to the employee's grievance within the time limits specified automatically grants to the employee the right to process the grievance to the next level.
2. Any level of review, or any time limits established in this procedure, may be waived or extended by mutual agreement confirmed in writing.
3. If an employee fails to appeal from one level to the next level within the time limits established in this grievance procedure, the grievance shall be considered settled on the basis of the last decision and the grievance shall not be subject to further appeal or reconsideration.
4. By mutual agreement, the grievance may revert to prior level for reconsideration.

23.5 Employee Rights and Restrictions

1. The employee has the right to the assistance of a representative in the preparation and presentation of their written grievance. The grievant may be required by either party to be present in a meeting with LACERA for purposes of discussing the grievance.
2. An employee selected as a representative in a grievance is required to obtain the permission of their immediate supervisor to absent him/herself from their duties to attend a grievance meeting. The employee representative shall give their supervisor reasonable advance notice to ensure that their absence will not unduly interfere with LACERA operations.
3. An employee may present their grievance to LACERA on work time. In scheduling the time, place and duration of any grievance meeting, both the employee and LACERA will give due consideration to the work duties of the other party. No employee shall lose their rights because of LACERA imposed limitations in scheduling meetings.

23.6 The Parties' Rights and Restrictions

1. Only a person selected by the employee and made known to LACERA prior to a scheduled formal grievance meeting shall have the right to represent or advocate as an employee's representative.
2. If the employee elects to be represented in a formal grievance meeting, LACERA may designate a management representative to be present at such meeting.
3. LACERA shall notify Local 721 of any grievance involving the terms and conditions of this MOU.
4. The Local 721 representative has the right to be present at any formal grievance meeting concerning a grievance that directly involves the interpretation or application of the specific terms and provisions of the MOU.
5. If the Local 721 representative elects to attend any formal grievance meeting, they must inform LACERA prior to such meeting. LACERA may also designate a management representative to be present at such meeting.
6. Only employees who have direct, first-hand knowledge of the event giving rise to the grievance may be called on as witnesses by the grievant. Such witnesses may attend formal grievance hearings on paid time.

23.7 Procedures

It is the intent of the parties to resolve a grievance at the lowest possible level.

Step 1. Immediate Supervisor

- A. Within ten (10) business days from the occurrence of the matter on which a complaint is based, or within ten (10) business days from their knowledge of such occurrence, an employee shall file a formal written grievance. Three copies of the LACERA grievance form shall be completed by the employee stating the nature of the grievance and the remedy requested from LACERA. The employee shall submit two copies to their immediate supervisor and retain the third copy. The parties may waive the immediate supervisor step by mutual agreement confirmed in writing.
- B. Within ten (10) business days the immediate supervisor shall give their decision in writing to the employee on the original copy of the grievance.

Step 2. Middle Management

- A. Within ten (10) business days from their receipt of the supervisor's written decision and using the returned original copy of the grievance form, the employee may appeal to the appropriate level of management as previously indicated by LACERA. LACERA has the authority to waive the middle management step if such step is not appropriate.
- B. The middle management representative shall discuss the grievance with the supervisor concerned and the employee before they reach a decision.
- C. Within ten (10) business days from receipt of the grievance, the middle management representative shall give a written decision and the reasons therefore to the employee using the original copy of the grievance. Upon request, a copy of the decision will be given to Local 721.

Step 3. CEO or Designee

- A. Within ten (10) business days from their receipt of the decision resulting from the previous step, the employee may appeal to the CEO or designee using the original copy of the grievance.
- B. Within ten (10) business days from the receipt of the employee's grievance, the CEO or designee who has not been involved in the grievance in prior levels, shall make a thorough review of the grievance, meet with the parties involved and give a written decision and the reasons therefore to the employee. However, the CEO or designee is not limited to denying a grievance for the reasons stated at any previous step in the procedure. Upon request, a copy of the decision will be given to Local 721.
- C. If the CEO or designee fails to give a decision within the specified time limit, Local 721 shall have the option of referring a grievance alleging a violation of the negotiated MOU between the parties to arbitration.
- D. On matters that are not subject to arbitration pursuant to 23.8 hereafter, the written decision of the CEO or designee shall be final.

23.8 Arbitration

1. Within thirty (30) business days from the receipt of the written decision of the CEO or their designated representative, Local 721 may request that the grievance be submitted to arbitration as provided for hereinafter.
2. Only those grievances, which directly concern or involve the interpretation or application of the specific terms and provisions of this MOU, may be submitted to arbitration hereunder. In no event shall such arbitration extend to:
 - A. The interpretation, application, merits or legality of any state or local law or ordinance, including specifically all ordinances adopted by County's Board of Supervisor or the Board of Retirement or Board of Investments; unless the arbitrator, in their discretion, finds it necessary to interpret or apply such state or local law to resolve the grievance which has been submitted to the arbitrator.
 - B. The interpretation, application, merits, or legality of any or all of the County of Los Angeles Civil Service Rules, nor matters under the jurisdiction of the Civil Service Commission for which said Commission has established procedures or processes by which employees or employee organizations may appeal to, or request review by, said Civil Service Commission, including, but not limited to: discharges, reductions, or suspensions of more than five (5) days of permanent employees, appraisals of promotability, or complaints involving alleged employment discrimination within the meaning of Civil Service Rule 25.
 - C. The interpretation, application, merits or legality of the rules or regulations of the CEO, the Chief Executive Office, or any other County Department, agency, or commission, unless the arbitrator, in their discretion, finds it necessary to interpret or apply such rules or regulations to resolve the grievance which has been submitted to the arbitrator.
 - D. Grievances on competent or better performance evaluations which do not meet the guidelines set forth at the Employee Relations Commission meeting of December 19, 1986. LACERA shall notify Local 721 within fifteen business days prior to the hearing if it intends to argue arbitrability. Both parties reserve the right to challenge a Commission decision in other forums.
3. In the event Local 721 desires to request that a grievance, which meets the requirement of Paragraph 2 hereof, be submitted to arbitration, it shall within the time requirements set forth above send a written request to County's Employee Relations Commission, with a copy thereof simultaneously transmitted to the CEO or designee. The written request shall set forth the specific issue or issues still

unresolved through the grievance procedure and which are to be submitted to arbitration.

4. The parties shall select a mutually acceptable arbitrator and request the Employee Relations Commission to appoint him/her pursuant to their applicable rules and regulations. If the parties cannot agree on an arbitrator, they shall notify the Employee Relations Commission and request that they provide the parties with a list of five names from which the parties will attempt to mutually select an arbitrator. If the parties cannot mutually agree upon an arbitrator from the list of arbitrators provided by the Employee Relations Commission, they will select an arbitrator through an alternate striking of names from that list. The party to strike the first name will be determined by chance.
5. Arbitration of a grievance hereunder shall be limited to the formal grievance as originally filed by the employee to the extent that said grievance has not been satisfactorily resolved. Arbitration hereunder shall be conducted in accordance with applicable rules and procedures adopted or specified by the Employee Relations Commission, unless the parties hereto mutually agree to other rules or procedures for the conduct of such arbitration. The fees and expenses of the arbitrator shall be shared equally by the parties involved, it being understood and agreed that all other expenses including, but not limited to, fees for witnesses, transcripts, and similar cost incurred by the parties during such arbitration, will be the responsibility of the individual party involved.
6. Prior to a hearing by an arbitrator, a representative of LACERA and Local 721 shall meet and prepare a submission statement setting forth the issue(s) to be determined which shall be submitted to the arbitrator. In the event LACERA and Local 721 cannot jointly agree on a submission statement, then at the hearing, each party shall present to the arbitrator, its own submission statement in which case the arbitrator shall determine the issue (s) to be resolved.
7. The decision of an arbitrator resulting from any arbitration of grievances hereunder shall not add to, subtract from, or otherwise modify the terms and conditions of this MOU.
8. The decision of the arbitrator shall be binding upon Local 721. To the extent the decision and award of the arbitrator does not require legislative action by the Board of Supervisors or the Boards of Retirement and Investments, such decision and award shall be binding upon LACERA. If within sixty (60) days of receiving notice of a decision and award requiring legislative action by the Board of Supervisors, such legislative action is not taken, the arbitrator's decision and award shall have no force or effect whatsoever. Local 721 may then resort to a court of competent jurisdiction to pursue whatever other legal remedies are available to it under the provision of this MOU.

9. A written decision of an arbitrator resulting from the arbitration of a grievance under the following Article shall be entirely advisory in nature and shall not be binding upon any of the parties:
- Purpose
 - Recognition
 - Non-Discrimination
 - Implementation
 - Term
 - Renegotiation
 - Safety and Health
 - Payroll Deductions and Dues
 - Leaves of Absence for Union Business
 - Authorized Agents
 - Provisions of Law
 - New Employee Orientation

ARTICLE 24 - GRIEVANCE MEDIATION

- 24.1 This procedure is an alternate dispute resolution procedure and does not supersede the provisions of Article 23, Grievance Procedure.
- 24.2 Only those grievances that meet the requirements for submission to arbitration pursuant to Article 23, Section 23.8, can be submitted to grievance mediation.
- 24.3 After completion of the third step of the grievance procedure, either management or Local 721 may request the assistance of a mediator from the State Mediation and Conciliation Service to resolve the grievance. It is the intent of the parties that the grievance mediation session shall begin as soon as practicable consistent with the mediator's schedule.
- 24.4 The parties agree that no stenographic record of the session will be made, there will be no representation by Counsel, and there will be no pre-or post-hearing briefs filed.
- 24.5 The mediator's role shall be to assist the parties to reach an agreement. The mediator shall not have authority to impose a settlement on the parties. Any final settlement of the grievance shall be reduced to writing and signed by management, Local 721 and the grievant. The final agreement shall be binding on all parties. Final agreements reached by the parties shall not be published or precedent setting in any other dispute.
- 24.6 The mediator may provide the parties with a private, informal, non-binding assessment of the procedural and substantive merits of the dispute and how an arbitrator may likely decide the grievance.
- 24.7 All mediation sessions shall be confidential. The content of the mediation proceedings including, but not limited to settlement proposals or any concessions agreed to or offered during mediation shall not be admissible in an arbitration of this grievance or any other similar dispute.
- 24.8 The parties agree that the provisions of this Article shall not be subject to binding arbitration.

ARTICLE 25 - EXPEDITED ARBITRATION

- 25.1 This is an alternate to the procedure set forth in Section 8, Arbitration, of Article 23, Grievance Procedure and will only be utilized upon mutual written agreement of the parties.
- 25.2 A joint submission statement setting forth the issue(s) to be determined will be prepared prior to the hearing by an arbitrator. If the parties cannot agree to a submission statement, the expedited arbitration procedure will not be utilized.
- 25.3 Only those grievances which directly concern or involve the interpretation or application of the specific terms and provisions of this MOU may be submitted to arbitration hereunder. In no event shall such arbitration extend to:
- A. The interpretation, application, merits or legality of any state or local law or ordinance, including specifically all ordinances adopted by County's Board of Supervisors; unless the arbitrator, in their discretion, finds it necessary to interpret or apply such state or local law to resolve the grievance which has been submitted to the arbitrator.
 - B. The interpretation, application, merits, or legality of any or all of the County of Los Angeles Civil Service Rules, nor matters under the jurisdiction of the Civil Service Commission for which said Commission has established procedures or processes by which employees or employee organizations may appeal to, or request review by said Civil Service Commission, including, but not limited to, discharges, reductions and discrimination: nor
 - C. The interpretation, application, merits or legality of the rules or regulations of the CEO or designee, the Chief Executive Office, or any other County department agency or commission, unless the arbitrator, in their discretion, finds it necessary to interpret or apply such rules or regulations to resolve the grievance which has been submitted to the arbitrator.
- 25.4 It is agreed that representatives of LACERA and SEIU Local 721, will meet and attempt to implement the procedure within sixty (60) business days from the implementation date of the MOU.
- 25.5 The parties shall select an arbitrator from the panel of arbitrators previously agreed to by the parties and established for the purpose of conducting expedited arbitration proceedings:
- A. The arbitrator will be compensated at the contracted for flat daily rate. The cost of the arbitrator shall be borne equally by the parties. In addition, each party shall pay for all fees and expenses incurred by that party on its behalf, including but not limited to witness fees.

- B. The parties agree that 1) no stenographic record of the hearing will be made, 2) there will be no representation by counsel except for in-house staff counsel and 3) there will be no post-hearing briefs.
- 25.6 The arbitrator selected shall hear the grievance(s) within 10 working days of their selection, and may hear multiple cases during the course of the day. However, six (6) hours of hearings will constitute one day.
- 25.7 Arbitration of a grievance hereunder shall be limited to the formal grievance as originally filed by the employee to the extent that said grievance has not been satisfactorily resolved.
- 25.8 The arbitrator shall issue a "bench" decision at the conclusion of the parties' testimony. Only by mutual agreement of the parties and the arbitrator will a written decision be issued.
- 25.9 The decision of an arbitrator resulting from any arbitration of grievances hereunder shall not add to, subtract from, or otherwise modify the terms and conditions of this MOU.
- 25.10 The decision of the arbitrator shall be binding upon the Union. To the extent the decision and award of the arbitrator does not require legislative action by the Board of Supervisors, such decision and award shall be binding upon LACERA. If within sixty (60) days of receiving notice of a decision and award requiring legislative action by the Board of Supervisors, such legislative action is not taken, the arbitrator's decision and award shall have no force or effect whatsoever.
- 25.11 Election of this binding forum shall constitute a waiver by all parties to this process of all other administrative processes for the resolution of this dispute in whole or in part and the award shall not be appealed. The decision from this arbitration shall not be precedent setting.
- 25.12 The decision of an arbitrator resulting from the arbitration of a grievance under the following Articles shall be entirely advisory in nature and shall not be binding upon any of the parties:
- Purpose
 - Recognition
 - Non-Discrimination
 - Implementation
 - Term
 - Renegotiation
 - Safety and Health
 - Payroll Deductions and Dues
 - Leaves of Absence for Union Business

- Authorized Agents
- Provisions of Law
- Workplace Retraining
- CalWORKs
- New Employee Orientation

ARTICLE 26 – STEWARDS

- 26.1 LACERA recognizes that Local 721 Stewards are the official on-site representatives of Local 721 and further acknowledges that no Steward or Alternative shall be discriminated against because of the exercise of their rights and duties under the MOU.
- 26.2 It is agreed by the parties that Local 721 may select a reasonable number of stewards for this Unit. Local 721 shall give to LACERA a written list of employees who have been selected as stewards. This list shall be kept current by Local 721. Only those stewards on the current list shall be recognized pursuant to this Article.
- 26.3 Stewards may spend a reasonable amount of time to promptly and expeditiously investigate and process formal grievances, or attend employee orientation meetings without loss of pay or benefits of any kind.
- 26.4 Stewards, when leaving their work location to transact such investigations or processing, shall first obtain permission from their immediate supervisor and inform the supervisor of the nature of the business and the expected duration of the anticipated time for the conduct of such business. Permission to leave will be granted promptly unless such absence would cause an undue interruption of work. If such permission cannot be granted promptly, the steward will be immediately informed when time will be made available. Such time will not be more than 24 hours, excluding Saturday, Sunday and holidays, after the time of the steward's request unless otherwise mutually agreed to. If the delay of permission will impact the deadline for filing the grievance, the deadline for filing will be extended by the amount of time of the delay.
- 26.5 Upon entering a work location, the steward shall inform the cognizant supervisor of the nature of the steward's business.
- 26.6 Local 721 agrees that a steward shall not log compensatory time or overtime time for the time spent performing any function of a steward. LACERA will make every reasonable effort not to reassign a steward if there is any other employee in the same classification who meets the specific qualifications of the vacancy.

ARTICLE 27 - GRIEVANCES-GENERAL IN CHARACTER

27.1 To provide an effective mechanism whereby disagreements between Local 721 and LACERA concerning the interpretation or application of any of the provision of this MOU affecting a significantly large number of employees may be effectively resolved, the following procedures are agreed upon:

A. Where Local 721 has reason to believe that LACERA is not correctly interpreting or applying any of the provisions of this MOU, Local 721 may request in writing with a copy to the CEO that a meeting be held with the Director of Human Resources. Such written request shall be submitted within 30 business days from the occurrence of the matter on which a complaint is based or within 30 business days from the knowledge of such occurrence. The request shall set forth in detail the facts giving rise to the request for the meeting and shall set forth the proposed resolution sought.

Within ten (10) business days of receipt of the request for such a meeting, the parties will meet for the purpose of discussion and attempting to resolve the disagreement.

B. Within ten (10) business days of such meeting, and in the event the matter is not satisfactorily resolved, Local 721 shall have the right to meet with the CEO or designee.

C. Within ten (10) business days after the meeting, the CEO or designee shall respond to Local 721 in writing, setting forth their decision and reasons therefore.

D. Within ten (10) business days from receipt of the CEO or designee's written decision, if the matter is not satisfactorily resolved and if the disagreement meets the requirements of Article 23, Section 2, the disagreement may be submitted to arbitration in accordance with the provisions of Section 8 of Article 23.

27.2 It is further understood that this Article is not intended as a substitute or alternative for the grievance procedures set forth in Article 23 of this MOU. Instead, this Article is intended to provide a procedure to resolve disagreements affecting the rights of the parties or disagreements arising from the application of the terms of this MOU affecting the working conditions of a significantly large number of employees in the unit, as distinguished from the rights of individual employees.

27.3 Accordingly, the parties agree that the procedures set forth herein shall not be implemented where the dispute or complaint involved is or could be

effectively brought by an employee or employees and otherwise processed through the grievance procedures set forth in Article 23 hereof.

ARTICLE 28 - EMPLOYEE PAY-CHECK ERRORS

28.1 Underpayments

- A. LACERA will rectify a significant underpayment on the employee's payroll warrant within three (3) calendar days, exclusive of Saturdays, Sundays, and legal holidays, after receipt by the Auditor-Controller of a written request from the affected employee's payroll section.
- B. Payroll shall promptly forward a written request for a corrected or supplemental pay warrant for the affected employee to the Auditor-Controller.
- C. An employee shall be deemed to have waived the above indicated time limits, and to have indicated that they are willing to accept an adjustment on the following payroll warrant if they do not request a corrected or supplemental warrant within two calendar days after receipt of the regular payroll warrant, exclusive of Saturdays, Sundays, and legal holidays.
- D. Corrected or supplemental warrants will be sent by regular County messenger service to LACERA's payroll section. In emergencies payroll will arrange to have the supplemental or corrected warrant either hand delivered to the employee or picked up by the employee at the Auditor's public counter.
- E. The provisions of this section may be implemented even if the employee cashes the payroll warrant.

28.2 Overpayments

- A. LACERA will endeavor to notify the affected employee of an overpayment on the employee's payroll warrant(s) prior to making any deduction to recover such overpayment from the employee's subsequent payroll warrant(s). Upon request by the affected employee Management will establish a reasonable method of repayment.
- B. LACERA agrees to determine the feasibility of having an affected employee repay an overpayment with accumulated benefits that the employee would be entitled to at termination of employment. LACERA agrees to consult with Local 721 on this issue within 90 days after implementation of this MOU, in accordance with the LACERA Employee Relations Resolution.
- C. Recovery of more than 15% of net pay will be subject to a repayment schedule established by LACERA under guidelines issue by the Auditor-Controller. Such recovery shall not exceed 15% per month of disposable income (as defined by State law), except, however, that a mutually agreed-upon acceleration provision may permit faster recovery.

28.3 Grievances

Any grievances regarding the Article shall be processed beginning with the 3rd Step of the Grievance Procedure.

28.4 Notice

If an employee incurs a significant underpayment in their payroll warrant and it is determined that the underpayment is due to an error on the part of LACERA, management agrees, upon a formal written request from the employee, to provide a standardized letter that states the reason(s) the affected employee's payment was late.

28.5 Garnishments

LACERA shall notify the affected employee of a garnishment of wages and the amount of percentage to be garnished promptly upon receipt by the County of an order to garnish.

ARTICLE 29 - RIGHTS OF UNIT

- 29.1 LACERA agrees to permit one (1) employee, designated by Local 721 as spokesperson for the Unit, reasonable time off with pay to attend meetings between Local 721 and LACERA where the subject of such meeting involves basic issues affecting employee relations concerning the entire Unit.
- 29.2 The name of the employee so designated will be provided in writing by Local 721 to LACERA. Local 721 agrees that the employees designated shall not log nor be entitled to compensatory time or premium pay for the time spent pursuing activities allowed under this Article.

ARTICLE 30 - WORK ACCESS

- 30.1 Authorized Local 721 representatives will be given access to work locations during working hours to represent employees, investigate and process grievances, observe working conditions and post bulletins on the bulletin board.
- 30.2 Local 721 representatives desiring access to a work location hereunder shall make a request to the CEO or designee. Such request shall include the purpose of the visit and shall be made a reasonable amount of time before the intended visit. The parties may mutually agree to waive notice.
- 30.3 Local 721 representatives shall not purposely interfere with LACERA operations or any facility thereof.
- 30.4 Local 721 shall give LACERA a written list of all authorized representatives, which list shall be kept current by Local 721. Access to work locations will only be granted to representatives on the current list.

ARTICLE 31 - EMPLOYEE LISTS

- 31.1 LACERA will furnish the Union with a monthly list of new employees/separations at the cost established by the Auditor-Controller for processing and photocopying documents. The lists shall contain the name, employee number, date of hire into the Unit, item step, salary rate, classification, title, item number, item sub, work location, latest hire date and job appointment date of all employees who enter the Bargaining Unit and who are covered by this Agreement. Such list shall include new hires, and employees promoted, demoted or transferred into the Bargaining Unit. The monthly list shall also contain information which includes the names and effective dates of employees leaving this Bargaining Unit.
- 31.2 LACERA will make available to each new employee entering the Unit a card furnished by SEIU Local 721 written as follows:

SEIU Local 721 has been certified as your
exclusive representative.

SEIU Local 721 is certified to represent you in
negotiations with LACERA on salaries, hours of work
and conditions of employment.

If you want information or if you wish to join SEIU
Local 721, call (877) 721-4968 or
see your Union Representative where you work.

SEIU Local 721
1545 Wilshire Boulevard, Suite 100
Los Angeles, CA 90017

ARTICLE 32 - STRIKES AND LOCKOUTS

- 32.1 During the life of this MOU no work stoppage, strikes, sympathy strikes, slowdowns, or picketing shall be caused or sanctioned by Local 721 and no lockouts shall be made by LACERA.
- 32.2 In the event any employees covered by this MOU, individually or collectively, violate the provisions of this Article and Local 721 fails to exercise good faith in halting the work interruption, Local 721 and the employees involved shall be deemed in violation of this Article and LACERA shall be entitled to seek all remedies available to it under applicable law.

ARTICLE 33 - OBLIGATION TO SUPPORT

- 33.1 The parties agree that subsequent to the execution of this MOU and during the period of time said Memorandum is pending before the Boards for action, neither Local 721 nor LACERA nor their authorized representatives, will appear before the Boards or meet with members of the Boards individually to advocate any amendment, addition or deletion to the terms and conditions of this MOU.
- 33.2 It is further understood that this Article shall not preclude the parties from appearing before the Boards nor meeting with individual members of the Boards to advocate or urge the adoption and approval of this MOU in its entirety.

ARTICLE 34 - FULL UNDERSTANDING, MODIFICATION, WAIVER

- 34.1 A. It is intended that this MOU sets forth the full and entire understanding of the parties regarding the matters set forth herein and any other prior or existing understanding or agreements by the parties, whether formal or informal, regarding any such matters are hereby superseded or terminated in their entirety. It is agreed and understood that each party hereto voluntarily and unqualifiedly waives its right, and agrees that the other shall not be required to negotiate with respect to any subject or matter covered herein.
- B. With respect to other matters within the scope of negotiations, negotiations may be required during the term of this MOU as provided in Section 2 of this Article.
- 34.2 A. It is understood and agreed that the provisions of this Section are intended to apply only to matters which are not specifically covered in this MOU.
- B. It is recognized that during the term of this MOU it may be necessary for LACERA to make changes in rules or procedures affecting the employees in the Unit.
- C. LACERA shall notify Local 721 of any changes in rules or procedures impacting matters within the scope of negotiations and shall, at the written request of Local 721, negotiate about the impact of such changes.
- 34.3 Nothing herein shall limit the authority of LACERA to make necessary changes required during emergencies. However, LACERA shall notify Local 721 of such changes as soon as practicable. Such emergency assignments shall not extend beyond the period of the emergency. "Emergency" is defined as an unforeseen circumstance requiring immediate implementation of the change.
- 34.4 Where LACERA makes any changes in working conditions because of the requirements of law, including ordinances adopted by the Board of Supervisors, LACERA shall not be required to negotiate the matter or manner of compliance with such law where the manner of compliance is specified by such law.
- 34.5 The waiver of any breach, term or condition of this MOU by either party shall not constitute a precedent in the future enforcement of all its terms and provisions.

ARTICLE 35 - AUTHORIZED AGENTS

35.1 For the purpose of administering or modifying the terms and provisions of this MOU:

- A. LACERA's principal authorized agent shall be LACERA's Chief Executive Officer, or their duly authorized representative (Address: 300 N. Lake Avenue, Suite 800, Pasadena, CA 91101-4199, Telephone: (626) 564-6000), except where a particular Management representative is specifically designated in connection with the performance of a specific function or obligation set forth herein.
- B. The Local 721 principal authorized agent shall be the Executive Director, or their duly authorized representative (Address: 1545 Wilshire Boulevard, Suite 100, Los Angeles, CA 90017, Telephone: (877) 721-4968).

ARTICLE 36 - PROVISIONS OF LAW

- 36.1 It is understood and agreed that this MOU is subject to all current and future applicable Federal, State and County laws; Federal and State regulations; the Charter of the County of Los Angeles and any lawful rules and regulations enacted by County's Civil Service Commission, Employee Relations Commission, or similar independent commissions of the County.
- 36.2 If any part or provision of this MOU is in conflict or inconsistent with such applicable laws, rules or regulations, or is otherwise held to be invalid or unenforceable by any tribunal of competent jurisdiction, such part or provision shall be suspended and superseded by such applicable law, regulations, or rules and the remainder of this MOU shall not be affected thereby.

ARTICLE 37 - MANAGEMENT RIGHTS

- 37.1 It is the exclusive right of LACERA to determine the mission of each of its constituent departments, boards, and commissions, set standards of services to be offered and exercise control and discretion over its organization and operations.
- 37.2 It is also the exclusive right of LACERA to direct its employees, take disciplinary action for proper cause, relieve its employees from duty because of lack of work or for other legitimate reasons, determine the methods, means and personnel by which LACERA's operations are to be conducted and to reorganize any operational unit.
- 37.3 However, LACERA shall, at the earliest time possible, meet and confer with Local 721 on the impact of any decision to exercise its rights as set forth hereinabove when such issues are within the scope of negotiations, and not covered by Civil Service rules or Memoranda of Understanding.
- 37.4 The exercise of such rights does not preclude employees or their representatives from conferring or raising grievances about the practical consequences that decisions on these matters may have on wages, hours and other terms and conditions of employment.

ARTICLE 38 - DUES DEDUCTION AND AGENCY SHOP

- 38.1 It is agreed that the Union dues shall be deducted in accordance with County MOUs and procedures applicable to SEIU.
- 38.2 Employee data shall be provided as required by State law.
- 38.3 The union agrees to indemnify and hold LACERA harmless from any liabilities of any nature which may arise as a result of the application of the provisions of this Article.

ARTICLE 39 – TEMPORARY EMPLOYEES

- 39.1 Quarterly, upon request, LACERA shall give Local 721 a status report concerning the use of temporary employees. Such report shall include county and agency temporary employees, show the number of temporary employees, the classification of each, the starting and ending date of the employee, and the status of that temporary employee.

ARTICLE 40 - JOINT LABOR/MANAGEMENT COMMITTEE

- 40.1 A Joint Labor/Management Committee shall be established to provide a forum for labor and management to discuss issues of concern to the parties.
- 40.2 The Joint Labor/Management Committee shall consist of up to a total of six (6) representatives from either/or units 850 or 851. The employee representatives shall be designated by the Union.
- 40.3 The Joint Labor/Management Committee shall meet quarterly or more or less often as determined by the Parties.
- 40.4 The Committee may also make advisory recommendations to the Executive Officer, or designated representative, for consideration.

ARTICLE 41 - ENHANCED VOLUNTARY TIME-OFF PROGRAM

Program Description:

EVTO is a special temporary program through which employees may individually volunteer to help reduce County expenditures during periods of budgetary shortfall by taking one or more unpaid leaves of absence without the full loss of benefits usually associated with unpaid leave. This program will assist in achieving budgetary savings without significant adverse impact on critical public services.

Program Requirements:

The EVTO program includes the following elements and requirements:

EVTO shall be available to employees for the fiscal years 1992-93 and 1993-94 and will commence upon Board approval. This program may be offered in fiscal years beyond 1993-94 subject to Board Approval.

To maintain critical public services, all requests by employees for unpaid EVTO leave must be in writing and be approved in advance by the CEO or their designee.

During specific times each fiscal year, employees who wish to participate in EVTO will pledge the number of hours to be taken as EVTO. This will assist the department in determining project savings.

In the event of an industrial injury or unforeseen hardship which significantly impacts an employee's decision to request EVTO, such employee shall be able to rescind or modify their EVTO pledge. However, a change or modification in scheduling days off must be approved by management.

In the event of an emergency affecting public health or safety, a division may rescind all or part of any EVTO pledge and require such employee to return to work immediately. Nothing in this paragraph reduces the authority of the CEO to terminate any leave of absence as described in Civil Service Rule 16.04.

An employee may take up to 60 calendar days of EVTO each fiscal year during this program (see below for EVTO after 60 days) with the following benefit guarantees:

EVTO may be taken as 60 or fewer consecutive calendar days; as a reduced workweek schedule (4/36 or other); or as occasional days off with Management approval.

EVTO will not affect flexible benefits plan County contributions or vacation and sick leave accrual. However, employees may wish to schedule occasional EVTO days to avoid loss of pay for weekend and holiday days.

An employee will receive retirement credit for each month in which the employee has any retirement eligible earnings. In the event the employee's earnings are less than enough to pay the employee contribution to LACERA, the employee may pay the required employee contribution directly to LACERA to receive retirement credit for that month. Such payments shall be made within 30 days following the end of the month in which the contribution was not made.

EVTO will not constitute a break in service and will count towards time in service for step advancement and continuous service date.

An employee may take a total of one year of EVTO with the following parameters:

A full year of EVTO will not constitute a break in service and will count towards time in service for step advancement and continuous service date.

After the first 60 days of EVTO, the 60-day EVTO benefit guarantees will not apply.

Retirement service credit will not accrue during this period.

FLSA Non-exempt employees may request EVTO in increments as little as one hour.

EVTO is granted without requiring employees to first use accumulated vacation compensatory time-off.

EVTO is not available to employees on any other paid or unpaid leave.

The CEO may continue to approve other unpaid leave of absences.

If the employee's request is not approved, Management will respond in writing to the employee giving the reason(s) for denial.

EVTO will be actively encouraged by Management and Local 721 to achieve savings.

Special Unpaid Voluntary Time-Off
(60)-Day Program

Benefits Protected

Vacation Accrual
Sick Leave Accrual
Savings and Horizons Plan*
Flexible Benefit Contributions
Step Advance
Retirement Service Credit**
Military Leave

Benefits Not Protected

Jury Leave
Bereavement Leave
Witness Leave
Civil Service Examination Leave
Weekend Pay
Holiday Pay

* County matching contributions will continue (unless deferred or suspended) in any month in which the employee contributes to the plan.

** Retirement Service Credit for plans A–D and plan G will accrue for any month in which an employee receives retirement eligible earnings and earns sufficient salary to pay employee LACERA contribution, or makes such contribution other than with County earnings.

For Retirement Plan E, service credit will not accrue for any month in which an employee has no retirement eligible earnings.

ARTICLE 42 - NEW EMPLOYEE ORIENTATION

- 42.1 As part of onboarding, LACERA and the Union have agreed on a process to make sure all new represented employees are informed about the collective bargaining agreement ("Memorandum of Understanding" or "MOU"). The new employee shall be advised that SEIU is the recognized employee organization for the classification.

LACERA shall provide SEIU written notice to the Worksite Organizer (WSO) and to membership@seiu721.org of LACERA-wide new employee orientations, no matter how few participants, and whether in person or online, at least ten (10) business days prior to the event.

If no in-person new employee orientation has occurred within thirty (30) days of a new employee's date of hire, the Union shall be allowed to schedule an in-person meeting at the worksite during employment hours, during which the newly hired employee shall have the opportunity to attend and is required to be relieved of other duties for purposes of attending.

Representatives of SEIU shall be permitted to make a presentation of up to forty-five (45) minutes, and present written materials during a portion of the orientation. No representative of management shall be present during the Union's presentation. Release time shall be granted for one (1) steward to participate in the new employee orientations. "New employee" shall be defined to include any employee new to SEIU, including, but not limited to, through accretion or promotion/demotion.

LACERA shall inform employees that the MOU is available on LACERA Connect.

- 42.2 This article shall be subject to advisory arbitration.

ARTICLE 43 - ALTERNATIVES TO LAYOFFS

- 43.1 If LACERA determines that workforce reductions are necessary, LACERA shall factor in attrition, implement transfers of qualified employees to available vacancies, and allow voluntary demotions before laying off any employee. Nothing in this paragraph limits LACERA's authority to implement layoffs pursuant to Civil Service Rules.
- 43.2 Where permanent employees have received a notice of layoff, or are on a County re-employment list, LACERA will make every reasonable effort to place or, if laid off, rehire such employees prior to using any new Proposition A contract employee provided such LACERA employees are qualified to perform the available work. Nothing in this paragraph has any impact on Proposition A contracts in effect on October 1, 1993. New Proposition A contracts do not include Proposition A contract renewals, extensions, or rebids of existing Proposition A contracts.
- 43.3 LACERA will develop and implement a program which will match employees scheduled to be laid off with Los Angeles County departments who are hiring workers.

ARTICLE 44 – WORKPLACE TRAINING AND CAREER DEVELOPMENT

- 44.1 LACERA, in conjunction with Local 721, agrees to seek State and Federal funds for the purpose of retraining employees laid off as a result of restructuring at LACERA. If funds are received, LACERA shall, at the written request of Local 721, negotiate about the use of such funds.

ARTICLE 45 – CalWORKs

- 45.1 If LACERA decides to add employees under the provisions of State law regarding CalWORKs, then LACERA shall notify Local 721 and, at the written request of Local 721, shall negotiate the impact of the addition of such employees prior to the commencement on the CalWORKs program at LACERA.

ARTICLE 46 – DIGNITY AND PROFESSIONALISM IN THE WORKPLACE

- 46.1 The Union and Management are committed to working together to ensure a healthy and professional work environment free from emotional and psychological abuse and intimidation and to promote dignity for all workforce members.

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

SEIU LOCAL 721, Service Employees International Union, AFL-CIO

BY 

Robert Fera, Chief Negotiator
SEIU Local 721

BY *La Tonya Robinson*

La Tonya Robinson, Union Steward

BY 

Lindsay Knight, Union Steward

LOS ANGELES COUNTY EMPLOYEES RETIREMENT ASSOCIATION
AUTHORIZED MANAGEMENT REPRESENTATIVES

BY 

Luis Lugo, Acting Chief Executive Officer, LACERA

BY 

John Popowich, Assistant Executive Officer, LACERA

BY *Carly Ntoya*
[Carly Ntoya \(May 28, 2026 19:19:49 PDT\)](#)

Carly Ntoya, Director, Human Resources, LACERA

BY 

Annette Cleary, Assistant Director, Human Resources, LACERA

Appendix (A)

Salary Schedule Unit 851

<u>ITEM NO.</u>	<u>ITEM CLASSIFICATION</u>	<u>EFFECTIVE DATE</u>	<u>NOTE</u>	<u>SCH - Min</u>	<u>SCH - Max</u>	<u>MINIMUM RATE</u>	<u>MAXIMUM RATE</u>
0417	ACCOUNTING OFFICER I, LACERA	10/1/2024	NMO	106E	109E	7,494.18	10,099.00
		1/1/2026	NMO	108A	111A	7,834.00	10,557.00
		1/1/2027	NMO	109F	112F	8,149.45	10,982.45
		1/1/2028	NMO	110L	113L	8,476.36	11,423.18
0418	ACCOUNTING OFFICER II, LACERA	10/1/2024	NMO	110A	113A	8,270.00	11,145.00
		1/1/2026	NMO	111H	114H	8,645.91	11,651.45
		1/1/2027	NMO	113B	116B	8,993.45	12,119.18
		1/1/2028	NMO	114G	117G	9,356.00	12,607.55
0414	ACCOUNTING TECHNICIAN II, LACERA	10/1/2024	NMO	89A	92A	4,679.00	6,306.00
		1/1/2026	NMO	90H	93H	4,892.00	6,592.27
		1/1/2027	NMO	92B	95B	5,088.73	6,857.09
		1/1/2028	NMO	93G	96G	5,294.00	7,133.27
0791	DISAB RETIRE SUPPORT SPEC II, LACERA	10/1/2024	NMO	102G	105G	6,756.82	9,105.73
		1/1/2026	NMO	104C	107C	7,063.09	9,518.27
		1/1/2027	NMO	105H	108H	7,347.64	9,901.55
		1/1/2028	NMO	107B	110B	7,643.09	10,299.73
0472	DOCUMENT PROCESSING COORD, LACERA	10/1/2024	NMO	88D	91D	4,588.09	6,183.09
		1/1/2026	NMO	89L	92L	4,796.27	6,463.27
		1/1/2027	NMO	91E	94E	4,989.45	6,723.55
		1/1/2028	NMO	92K	95K	5,190.55	6,993.82
0432	INTERMEDIATE SUPVG CLERK, LACERA	10/1/2024	NMO	86J	89J	4,399.55	5,929.36
		1/1/2026	NMO	88E	91E	4,599.45	6,198.45
		1/1/2027	NMO	89K	92K	4,784.55	6,447.55
		1/1/2028	NMO	91D	94D	4,977.09	6,706.91
0416	SENIOR ACCOUNTANT, LACERA	10/1/2024	NMO	101L	104L	6,640.82	8,949.18
		1/1/2026	NMO	103G	106G	6,942.55	9,356.00
		1/1/2027	NMO	105A	108A	7,221.00	9,731.00
		1/1/2028	NMO	106F	109F	7,512.73	10,124.00
0477	SENIOR INVESTMENT ACCOUNTANT, LACERA	10/1/2024	NMO	108K	111K	8,009.91	10,794.27
		1/1/2026	NMO	110F	113F	8,373.18	11,284.09
		1/1/2027	NMO	111L	114L	8,709.73	11,737.36
		1/1/2028	NMO	113E	116E	9,060.82	12,209.73
1312	SENIOR RETIREMENT BENEFITS SPEC	10/1/2024	NMO	106C	109C	7,457.09	10,049.00
		1/1/2026	NMO	107K	110K	7,795.82	10,505.55
		1/1/2027	NMO	109D	112D	8,109.27	10,928.27
		1/1/2028	NMO	110J	113J	8,435.09	11,367.55
0468	SR PROCUREMENT & SUPPLY CLERK, LACERA	10/1/2024	NMO	90B	93B	4,820.00	6,495.18
		1/1/2026	NMO	91J	94J	5,038.91	6,790.09
		1/1/2027	NMO	93C	96C	5,242.00	7,063.09
		1/1/2028	NMO	94H	97H	5,452.55	7,347.64
0422	SUPERVISING ADMIN ASST I, LACERA	10/1/2024	NMO	102G	105G	6,756.82	9,105.73
		1/1/2026	NMO	104C	107C	7,063.09	9,518.27
		1/1/2027	NMO	105H	108H	7,347.64	9,901.55
		1/1/2028	NMO	107B	110B	7,643.09	10,299.73

<u>ITEM NO.</u>	<u>ITEM CLASSIFICATION</u>	<u>EFFECTIVE DATE</u>	<u>NOTE</u>	<u>SCH - Min</u>	<u>SCH - Max</u>	<u>MINIMUM RATE</u>	<u>MAXIMUM RATE</u>
0431	SUPERVISING CLERK, LACERA	10/1/2024	NMO	82L	85L	3,967.45	5,346.00
		1/1/2026	NMO	84G	87G	4,147.09	5,588.36
		1/1/2027	NMO	86A	89A	4,313.00	5,813.00
		1/1/2028	NMO	87F	90F	4,487.45	6,047.55
0462	SUPVR, MAIL & DELIVERY SVC, LACERA	10/1/2024	NMO	87G	90G	4,498.55	6,062.45
		1/1/2026	NMO	89C	92C	4,702.45	6,337.45
		1/1/2027	NMO	90H	93H	4,892.00	6,592.27
		1/1/2028	NMO	92B	95B	5,088.73	6,857.09

LACERA SEIU MOU LACERA Supervisory 851 MOU 2026 2028 FINAL

Final Audit Report

2026-05-29

Created:	2026-05-28 (Pacific Daylight Time)
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-  Document created by Carly Ntoya (cntoya@lacera.gov)
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Agreement completed.

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MEMORANDUM OF UNDERSTANDING

**LACERA
ADMINISTRATIVE,
TECHNICAL, CLERICAL
AND BLUE COLLAR
UNIT 850**

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(Admin, Tech, Clerical and Blue Collar Unit)

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MEMORANDUM OF UNDERSTANDING
FOR JOINT SUBMISSION
TO BOARDS OF RETIREMENT and INVESTMENTS
REGARDING THE LACERA ADMINISTRATIVE, TECHNICAL, CLERICAL AND
BLUE COLLAR UNIT

THIS MEMORANDUM OF UNDERSTANDING made and entered into on this
16th day of January 2026.

BY AND BETWEEN

The Los Angeles County Employees Retirement Association (hereinafter
referred to as "LACERA")

AND

SEIU Local 721, Service Employees International Union, AFL-CIO
(hereinafter referred to as "Local 721")

CONCERNING

The Administrative, Technical, Clerical and Blue Collar Unit

ARTICLE 1- PURPOSE

- 1.1 It is the purpose of this Memorandum of Understanding (MOU) to promote and provide for harmonious relations, cooperation and understanding between LACERA and the employees covered by this Memorandum; to provide an orderly and equitable means of resolving any misunderstandings or differences which may arise under this Memorandum; and to set forth the full and entire understanding of the parties reached as a result of good faith negotiations regarding the wages, hours and other terms and conditions of employment of the employees covered by this Memorandum, which understanding the parties intend jointly to submit and recommend for approval and implementation to the LACERA Boards of Retirement and Investments (hereinafter, "Boards.")

ARTICLE 2 – RECOGNITION

- 2.1 Pursuant to the provision of the Employee Relations Ordinance of the County of Los Angeles and applicable State law, Local 721, was certified by County's Employee Relations Commission as the exclusive representative of LACERA employees in the General Unit (hereinafter "unit"). Said Unit was previously found to be appropriate by the Employee Relations Commission and certified as Unit 850. LACERA hereby recognizes Local 721 as the certified exclusive representative of the employees in said Unit. The term "employee" or "employees" as used herein shall refer only to employees employed by LACERA in said Unit in the employee classifications comprising said Unit as listed in Appendix A, as well as such classes as may be added or deleted hereafter by the Employee Relations Commission. The addition or deletion of classes is subject to the meet and confer process at the request of either party.

ARTICLE 3 - NON-DISCRIMINATION

- 3.1 The parties mutually recognize and agree fully to protect the rights of all employees covered hereby to join and participate in the activities of Local 721 and all other rights in the Employee Relations Ordinance and Government Code, Sections 3500 through 3511.
- 3.2 The provisions of this MOU shall be applied equally to all employees covered hereby without favor or discrimination because of race, color, sex, sexual orientation, age, national origin, political or religious opinions or affiliations, or disability status or other factors not directly related to successful performance of the job.

ARTICLE 4 – IMPLEMENTATION

- 4.1 This MOU constitutes a mutual recommendation to be jointly submitted to the Boards. It is agreed that this MOU shall not be binding upon the parties unless and until said Boards:
- A. Act, by majority vote, formally to approve said MOU.
 - B. Enact necessary amendments to all LACERA ordinances or resolutions, required to implement the full provisions hereof, including County Codes applicable to LACERA, and
 - C. Act to appropriate the necessary funds required to implement the provisions of this MOU which require funding.
- 4.2 Implementation shall be effective as of the date approved by the Boards or as otherwise provided herein.
- 4.3 Notwithstanding the foregoing, in the event the Board of Supervisors fails to take all actions necessary to timely implement this MOU, it is understood that the parties may mutually agree to implement appropriate provisions of this Memorandum which do not require specific action by the Board of Supervisors.

ARTICLE 5 – TERM

- 5.1 The term of this MOU shall commence on the date when the terms and conditions for its effectiveness, as set forth in Article 4, Implementation, are fully met, but in no event shall said MOU become effective prior to 12:01 a.m. on January 1, 2026. This MOU shall expire and otherwise be fully terminated at 12:00 midnight on December 31, 2028.

ARTICLE 6 – RENEGOTIATION

- 6.1 In the event either party hereto desires to negotiate the provisions of a successor MOU, such party shall serve upon the other its written request to commence negotiations as well as its initial written proposals for such successor MOU, during the month of June of the last year of this MOU.
- 6.2 Negotiations shall begin no later than July 15. If full and entire agreement on the terms of a successor MOU is not reached by August 31, an impasse shall be automatically declared on those issues, which remain in dispute unless the parties mutually agree to continue negotiations.

ARTICLE 7 – SALARIES

7.1 General percentage increases

All employees covered under this Memorandum of Understanding shall receive the following salary increase during the term of this agreement upon Union ratification and Board approval:

- a) Effective January 1, 2026, an across-the-board increase of 4.5%.
- b) Effective January 1, 2027, an across-the-board increase of 4%.
- c) Effective January 1, 2028, an across-the-board increase of 4%.

7.2 REMOVED

7.3 REMOVED

7.4 Schedule placement

Salary schedule for each classification in this Unit can be found in Appendix (A)

7.5 If during the term of this Memorandum of Understanding a classification/compensation study for any classification or series pertaining to represented employees is conducted, the Union shall be notified at the beginning of the study. If the Union requests a meeting for clarification regarding the methodology, it shall not be denied. Following the completion of the classification/compensation study, the parties shall meet to discuss the impact of the implementation of the findings.

ARTICLE 8 – OVERTIME

8.1 Compensation

A. LACERA will pay overtime for all hours worked in excess of forty (40) in one week. "Hours worked" will be calculated as provided for by the Fair Labor Standards Act, 29 U.S.C. 201, et seq. Hours worked do not include time for which persons are compensated but do not actually work, including but not limited to, sick leave and vacation pay, with the exception that those hours paid during a workweek for a regular LACERA holiday will be counted in calculating hours worked for overtime purposes.

B. LACERA will pay employees for any overtime worked at a rate of one and one-half (1½) times their regular rate of pay. Regular rate of pay shall be calculated as provided for by the Fair Labor Standards Act.

C. With Department Head (Appointing Authority) approval an employee in the bargaining unit may elect to work up to twenty (20) hours of FLSA overtime to be used as compensatory time off in lieu of pay. Compensatory time is accrued at the rate of one and one-half (1½) hours for each hour of overtime worked. No more than thirty (30) hours of compensatory time may be accrued in a calendar year. All overtime hours worked in excess of twenty (20) hours and accrued as compensatory time in a calendar year shall be paid.

To use compensatory time, an employee must submit a written request to the immediate supervisor at least five (5) working days prior to the first date requested to be off. Such accumulated compensatory time may be taken off subject to staffing requirements and with prior written approval of the departmental management. Accumulated compensatory time must be used by the end of the calendar year following the year in which it was earned or it shall be paid. Accrued compensatory time shall be paid prior to any promotions.

Management may direct an employee to use accumulated compensatory time provided the employee is given ten (10) business days' notice. Unless approved by management, employees may not accrue compensatory overtime hours which are worked during disaster periods or emergencies declared by the LACERA Chief Executive Officer, the County Board of Supervisors, local or federal government.

8.2 Usage of Non-FLSA Earned Compensatory Time

A. Employees shall not be directed by Management to take compensatory time off without at least ten (10) business days' notice.

Requests for time-off will be approved or denied in a timely manner and based on the needs of the service as determined by Management.

B. With prior written approval of management, accumulated compensatory time not used during the calendar year in which it is earned may be carried over one (1) additional calendar year during which it must be taken. Compensatory time not used within the above period shall be paid to the employee at the straight time rate rather than lost.

8.3 Distribution of Overtime

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

- 8.4 An employee who works a nine-day/eighty-hour (9/80) two week schedule and who uses benefit time or compensatory time to cover the balance of a day in which they receive an eight (8) hour holiday, the benefit time or compensatory time used shall be treated for purposes for overtime computation in the same manner as the eight (8) hours of Holiday time.

ARTICLE 9 – SPECIAL PAY PRACTICES

9.1 Night Shift Differential

- A. The evening shift is a shift at least five-eighths of which falls between 4:00 p.m. and 11:00 p.m. The night shift is a shift at least five-eighths of which falls between 9:00 p.m. and 8:00 a.m.
- B. Employees who work an evening shift shall receive a premium of fifty (50) cents per hour.
- C. Employees who work a night shift shall receive a premium of seventy-five (75) cents per hour.

9.2 Superior Subordinate Pay

A supervisor shall be compensated at a rate which is the greater of the Superior Subordinate Pay provided under Section 6.10.070 of the County Code equal to \$1.00 per month more than the base rate of their highest paid subordinate or paid additional compensation equal to two standard salary schedules as provided under Section 6.10.070 or 6.10.073 of the County Code above the supervisor's current base rate, when the qualifying conditions are met as provided by Section 6.10.070 of the County Code.

- 9.3 Any permanent, full-time employee in one of the following classifications who possesses a valid Certified Employee Benefits Specialist designation from the International Foundation of Employee Benefit Plans shall be entitled to compensation at a rate two schedules higher than that established for the class:

<u>Title:</u>	<u>Item No.</u>
Retirement Benefits Specialist I	1309
Retirement Benefits Specialist II	1310
Retirement Benefits Specialist III	1311

- 9.4 Any permanent, full-time employee in one of the following classifications who possesses a valid Certified Public Accountant license issued by the State of California shall be entitled to compensation at a rate two schedules higher than that established for the class:

<u>Title:</u>	<u>Item No.</u>
Accountant I, LACERA	0415
Accountant II, LACERA	0473
Investment Accountant, LACERA	0476

- 9.5 Compensation paid pursuant to Sections 9.3 or 9.4 above shall commence on the first day of the first pay period following the day the employee presents the qualifying certification either to the Chief Executive Officer or designee.

ARTICLE 10 - CALL BACK

- 10.1 Whenever an employee is unexpectedly ordered by the CEO or designee to return to work following the termination of their normal work shift and departure from their work location the employee shall receive a payment of four hours' pay at the rate of time and one-half of the employee's regular rate of pay. Work performed in excess of four hours will be compensated for in accordance with provisions of Article 8 - Overtime.
- 10.2 If an employee should complete work required, leave the work location, and subsequently be recalled during the four-hour period being compensated for as a result of the initial call back, no additional compensation will be paid until four hours have been worked by the employee; i.e., there shall be no pyramiding of time and one-half pay as a result of call back.
- 10.3 If an employee's work schedule must be altered to accommodate operational requirements on any scheduled workday and the employee is required to report for work up to two hours earlier than their normal shift starting time, this shall be considered an early shift start and not a callback. Employees assigned to an early shift start will be allowed to work to the end of their normal shift provided work is available in their classification.
- 10.4 Whenever the CEO or designee unexpectedly orders an employee to work at home following the termination of their normal work shift and departure from their work location the employee shall receive payment for the time worked at the appropriate rate.

ARTICLE 11 - LEAVES OF ABSENCE

11.1 Medical Leave

Pursuant to applicable provisions of the Civil Service Rules, Salary Ordinance, and other law, medical leaves of absence will be granted by LACERA upon request only upon submission of a doctor's certificate or other satisfactory medical evidence of the employee's need for such leave.

11.2 Educational Leave

Pursuant to applicable provisions of the Civil Service Rules, and subject to the staffing needs of LACERA, educational leaves will be granted to permanent employees upon presentation of a plan for schooling designed to improve the employee's value to LACERA, and evidence of acceptance by an accredited college or university.

11.3 Pregnancy Leave

The parties agree that the CEO or designee shall grant a leave of absence without pay to any full-time permanent employee who becomes disabled as a result of pregnancy, which disability prevents her from performing the duties of her position. Such leave must be requested in writing by the employee and will be granted pursuant to Civil Service Rules and such procedures as are determined by the CEO or designee.

The parties further agree that upon commencement of an authorized pregnancy leave of absence, any full-time permanent employee disabled as a result of pregnancy, which disability prevents her from performing the duties of her position as certified by her primary care giver (physician, nurse practitioner or nurse mid-wife), may use sick leave benefits for which she is otherwise eligible in the same manner as for any other disability resulting from sickness or injury. Additionally, the employee may use accrued vacation, holiday or compensatory time when on an authorized pregnancy leave of absence during such period of disability.

11.4 Employee Organizational Leave

Except by mutual agreement Local 721 may not have more than two (2) LACERA employees on leave of absence to accept employment with Local 721. One employee may be from this Unit and one from the Supervisory Unit or any combination that does not exceed two employees on leave from LACERA. These leaves are subject to the Civil Service Rules.

The employee must have a minimum of one (1) year's continuous employment with LACERA. The requested leave shall only be granted if the prime reason for the leave shall be to conduct Local 721 business as it is related to County of Los Angeles or LACERA functions. For all purposes while on such leave the worker shall be an employee of Local 721 and not of LACERA. During the leave the worker shall continue to receive full

salary, benefits and accruals from LACERA, but the cost of providing such salary benefits and accruals shall be fully reimbursed by Local 721.

11.5 Jury Duty

During the time an employee is actually reporting to the court for jury duty and following receipt of "Certificate of Jury Service" (jury form 4), the CEO or designee will convert the employee's usual shift to a regular five-day Monday through Friday day-shift basis.

Any person holding a permanent position ordered to serve on a jury shall be entitled to their regular pay provided the employee deposits their fees for service, other than mileage, with the department.

11.6 Witness Leave

Whenever any full-time permanent employee is required to be absent from work by a proper subpoena, issued by a court or commission legally empowered to subpoena witnesses, which compels the employee's presence as a witness, unless the employee is a party or an expert witness, the employee shall be allowed the time necessary to be absent from work at the employee's regular pay to comply with such subpoena, provided the employee deposits any witness fees, except mileage, with LACERA.

11.7 Family Leave

A. The parties agree that employees, including registered domestic partners, covered by this MOU are subject to the provision of the California Family Rights Act of 1993 (CFRA) and the Federal Family and Medical Leave Act of 1993 (FMLA), as amended and the California Fair Employment and Housing Act (FEHA) Pregnancy Disability Leave (PDL).

Nothing in this Section is intended to provide additional benefits beyond what is mandated by Federal and/or State law, except that a domestic partner and their children may qualify an employee as eligible for FMLA/CFRA.

B. The parties agree that within sixty (60) days of implementation of this contract, upon the request of the employee, LACERA shall provide the employee with a summary of the Family Leave Policy Guidelines.

C. Absences incurred for a Family Leave qualifying reason may not be used for purposes of placing or keeping an employee on certified time or cited or referenced in any Performance Evaluation or Appraisal of Promotability. Employees on certified time with FMLA qualifying absences shall not be required to provide medical certifications for those FMLA absences above and beyond the medical certification requirements in the LACERA Family Leave Policy.

D. An employee shall be entitled to file a grievance for violation of this Article in addition to the rights provided by law.

11.8 Bereavement Leave

In the event of death of father, mother, stepfather, stepmother, father-in-law, mother-in-law, brother, sister, brother-in-law, sister-in-law, husband, wife, child, stepchild, great-grandfather, great-grandmother, grandfather, grandmother, grandchild, or domestic partner and domestic partner's father, mother, stepfather, stepmother, child, stepchild, and grandchild.

LACERA agrees to allow up to five (5) days of paid bereavement leave.

The parties further agree that effective January 1, 1999, if an employee is required to travel a minimum of 500 miles one way, they shall be eligible to receive five (5) working days of bereavement leave. In addition, the employee shall be allowed use of other paid or unpaid leave if one way travel over 500 miles is required.

Nothing in this Article precludes an employee from requesting additional time off for bereavement as defined above. If granted by Management, such additional time off for bereavement shall be charged to the employee's accrued vacation, overtime, personal leave, or holiday time or taken as time without pay, as elected by the employee.

Submission of proof of death of the family member or domestic partner, such as a copy of the obituary, death certificate, or order of service, may be required by LACERA management.

11.9 Military Leave

LACERA shall comply with the requirements of applicable provisions of County, State, and Federal laws and Ordinances relating to employees who are called to serve in the National Guard or the Armed Forces of the United States.

11.10 Vacation Leave

Vacation requests shall not be denied due to insufficient earned time as long as the employee will earn sufficient time prior to the requested vacation dates. If the actual earned time falls short of projections by the beginning of the vacation, then the employee may be allowed to take a reduced time off in the amount they have sufficient time to cover or, at management's discretion, may be allowed to take time off without pay for compelling reasons.

This does not prohibit LACERA management from denying vacation requests due to business needs, or, after approval, in the case of emergencies.

ARTICLE 12 - EMPLOYEE BENEFITS

- 12.1 The parties agree that the provisions of the Memoranda of Understanding regarding Fringe Benefits, and Retirement between the County of Los Angeles and SEIU Local 721, AFL-CIO, in effect during the term of this MOU shall apply to employees in this unit. Mileage reimbursement shall be paid at the IRS reimbursement rate in effect at the time of travel.

ARTICLE 13 - BULLETIN BOARDS

- 13.1 Management will furnish adequate bulletin board space to SEIU Local 721 on all floors where there are represented employees working.

The boards shall be used for the following subjects:

- A. SEIU Local 721 recreational, social and related SEIU Local 721 news bulletins;
- B. Scheduled SEIU Local 721 Meetings;
- C. Information concerning SEIU Local 721 elections or the results thereof;
- D. Reports of official business of SEIU Local 721 including SEIU Local 721, Newsletters, reports of committees or the Board of Directors; and
- E. Any other written material which first has been approved and initialed by the CEO or designee. The CEO or designee must either approve or disapprove a request for posting within 24 hours, excluding Saturday, Sunday and legal holidays from the receipt of the material and the request to post it. Failure to do so will be considered approval to post the material.

- 13.2 The CEO or designee will approve all reasonable requests.

- 13.3 The parties may mutually waive the provisions of this Article if a satisfactory posting policy on bulletin boards is currently in effect.

- 13.4 Posting of Notices

Notices of Civil Service examinations, departmental and inter-departmental vacancy within LACERA shall be posted through bulletin boards and electronic mail by LACERA within a reasonable time after receipt. Notices of Civil Service examinations, departmental and interdepartmental vacancy notices and LACERA eligibility lists shall be made available, upon request.

The parties agree that the provision of Section 13.4 shall not be grievable nor arbitrable, and are, therefore, expressly excluded from the grievance and arbitration provisions of this MOU.

ARTICLE 14 - SAFETY AND HEALTH

14.1 Parties Responsibilities

It is the duty of LACERA to make every reasonable effort to provide and maintain a safe and healthy place of employment. Local 721 will cooperate by encouraging all employees to perform their work in a safe manner. It is the duty of all employees in the course of performing their regularly assigned duties to be alert to unsafe and/or unhealthy practices, equipment, including ergonomics, and conditions and to report any such unsafe and/or unhealthy practices, or conditions to their immediate supervisors. The immediate supervisor will respond within five (5) business days. For any hazardous, unsafe, and/or unhealthy practices or conditions, the immediate supervisor will:

- a) Safeguard the condition within a manner designed to preclude injury to property and promptly report the unsafe condition to the proper level of supervision designated by LACERA Management for said purpose, if elimination of the hazardous condition is not within the immediate supervisor's capability.
- b) If such condition cannot be satisfactorily remedied by the immediate supervisor, the employee or the employee's representative may submit the matter; in writing to the safety officer who will respond within five (5) working days.

If the employee or the employee's representative is not satisfied with the response of the safety officer, Local 721 may consult with the Human Resources Director. The Human Resources Director shall respond to the CEO or their designee, employee and Local 721 within ten (10) days.

If Local 721 is not satisfied with the response of the Human Resources Director, the issue may be taken within ten (10) days to arbitration as set forth in Article 23. During such ten (10) days' consultation between the CEO or designee, employee and Local 721 will take place. LACERA shall make available the name and work telephone number of the safety officer. This list will be updated as required.

14.2 First-Aid Kits

The safety officer or appropriate representative shall update and to maintain complete first-aid kits at all work facilities and to ensure said kits are accessible to employees.

14.3 LACERA and Local 721 mutually agree that Safety and Health conditions in LACERA are subject to the provision of the Williams-Steiger Occupational Safety and Health Act of 1970 and the California Occupational Health Act of 1973.

ARTICLE 15 - WORK SCHEDULE

15.1 Purpose

This article is intended to define the normal hours of work and shall not be construed as a guarantee of hours of work per day or per week, or of days of work per week.

15.2 Work Week

For the purpose of computing overtime, the workweek for employees in this Unit is 40 hours of work in a seven consecutive day period as defined by Management. For the purpose of work schedules, the normal workweek shall be five (5) consecutive eight (8) hour workdays, except as provided in Section 15.5. Each eight-hour shift shall include, exclusive of at least a thirty (30) minute lunch period, two 15-minute rest periods, one scheduled during each half of the assignment shift. During rest periods, employees shall be relieved of all duties and may leave their immediate work locations but must remain in the general area as prescribed by LACERA.

15.3 Work Shifts

Employees shall be scheduled to work on regular work shifts having regular starting and ending times. Except for emergencies (see Section 15.5), employees' work schedules, or work shifts shall not be changed without written notice to the employee at least ten (10) working days prior to the date the change is to be effective. Alternate work schedules shall not be changed without written notice to the employee at least ten (10) working days prior to the date the change is to be effective. The ten (10) working day notice can be waived by mutual agreement.

15.4 Saturday and Sunday Schedules

Work schedules which include Saturday and Sunday will be established only when essential to LACERA's services. In no event shall such schedules be established to deprive employees of payment for overtime.

15.5 Emergencies

Nothing herein shall be construed to limit the authority of Management to make temporary assignments to different or additional locations, shifts or work duties for the purpose of meeting emergencies. However, such emergency assignments shall not extend beyond the period of such emergency.

15.6 Nothing herein shall be construed to affect in any manner whatsoever irregular workday or workweek assignments required for the maintenance of necessary operations.

15.7 The parties agree that when an employee works in excess of their regularly scheduled work hours in a day, Management may direct the employee to take off an equivalent number of hours during the same workweek. Management will make reasonable efforts to accommodate an employee's choice of the equivalent number of hours to be taken off in the same workweek.

15.8 Alternative Work Schedules

Employees may request alternative work schedules such as a nine-day/eighty-hour (9/80) two-week schedule or a four-day/forty-hour (4/40) per week schedule. Management will respond to an employee's request within 15 calendar days. Any changes from existing work schedules will be based on the needs of the service as determined by Management.

An employee's alternative work schedule shall not be changed without written notice to the employee at least ten (10) working days prior to the date the change is to be effective. Employees covered by the Fair Labor Standards Act will not be placed on alternate work schedules that mandate the payment of overtime under the Act.

15.9 Telecommuting: Individual employees may request to telecommute. Management will select those persons to participate in telecommuting and will determine the parameters of the telecommuting program. Employees may be deemed eligible to participate in telecommuting as management determines that the individual employee can effectively telecommute because of their skills, work assignment, experience, prior performance, or the needs of the service. If the telecommuting program is to be changed or modified, the Employer shall notify the Union at least forty-five (45) days prior to the changes being implemented. If the Union requests a meeting for clarification, it shall not be denied.

It is agreed that telecommuting is a voluntary program and participation can be terminated at any time by either management or the participating employees.

ARTICLE 16 - POSITION CLASSIFICATION STUDY

16.1 Definition and Authority

For the purpose of this article, a classification study is a study by the Human Resources Office, of the duties and responsibilities assigned to a position to determine whether the position is properly classified.

16.2 Intent

It is the intention of the parties that this article be included only to inform employees of the established processes and procedures to follow when requesting a classification study on their own behalf, and to further inform them of the parties' understanding on the acknowledgement of such studies and follow-up reports.

16.3 Procedures

A request for a classification study by an employee who believes their position is misclassified must be submitted in writing to the employee's immediate supervisor. If the employee's immediate supervisor cannot support the employee's request, it will be returned to the employee within 30 days with, if requested, a written explanation. If the employee still believes the request is justified, the employee has the right to resubmit the request to the Human Resources Office, which shall in turn schedule and conduct a classification study.

16.4 Acknowledgements and follow-up reports

LACERA agrees that all employee-initiated study requests shall be promptly acknowledged. Further, LACERA will keep the employee informed. The Union may request a status report and the estimated completion date of the study. Upon written request LACERA shall provide this within 10 working days.

16.5 LACERA agrees to provide Local 721 notice and consult pursuant to County Code Section 5.04.090 (A) regarding new classifications, the primary duties of which are derived from Local 721 represented classifications. Further, subject to approval of said new classifications by the Boards, and upon accretion of said classes to the appropriate bargaining unit, upon the request of Local 721, the parties agree to negotiate and recommend proposed salaries to the Boards for approval. Nothing in this paragraph shall limit LACERA's authority to classify or reclassify positions pursuant to Civil Service Rule 5 Classification.

ARTICLE 17 - OUT-OF-CLASS ASSIGNMENTS

17.1 Eligibility

A. An out-of-class assignment is the full-time performance of all the significant duties of an allocated vacant, funded position in a higher-level class by an employee in a lower-level class¹. Such assignments will be confirmed in writing at the beginning of the assignment and shall include the following:

- When the assignment will qualify for bonus, and when if eligible it will begin.
- The bonus percentage amount that will be paid.
- The expected duration of the assignment.

A separate notification shall be issued that specifies if the assignment is to be extended, and the expected duration of the extension.

B. The amount of the bonus shall be two standard salary schedules and shall not constitute a base rate. This bonus is paid pursuant to the conditions described below in Section 17.2.A.

C. The employee shall provide written notice to the CEO or designee if they do not want to perform the out-of-class assignment. The employee will be relieved of the out-of-class assignment as soon as practical, but no later than ten (10) business days from the employee's written notice.

D. This bonus is not applicable to individuals employed on a temporary, recurrent, or less than full-time basis.

17.2 Request for Relief by Employee or Union

A. If an employee is assigned to an out-of-class assignment for more than 20 consecutive working days, LACERA shall upon the employee's or Union's written request for relief either:

1. Appoint the employee to the higher-level class according to the Civil Service Rules;
2. Return the employee to an assignment in their own class;
3. If neither subdivisions A.1 or A.2 above is accomplished within 30 calendar days of the request for relief, pay the employee a bonus for each 30 calendar days from the request date until the out-of-class assignment is terminated.

¹ County Code Section [60.10.040](#).

B. It is the intent of LACERA to avoid working an employee on an out-of-class assignment for a prolonged period of time. Time spent in an out-of-class assignment performing work of the higher-level classification may be considered as relevant experience in a civil service examination when appropriately identified in an application.

17.3 Special Provisions

A. Nothing herein shall be construed to limit the authority of LACERA to make temporary assignments to different or additional locations, shifts or work duties for the purpose of meeting emergency situations over which the department has no control.

However, such assignment shall not extend beyond the period of such emergency.

B. Nothing in this article shall be construed as limiting LACERA's authority to make temporary incidental assignments on higher rated classifications work, or to assign employees out-of-class for the purpose of training without any additional compensation for the duration of such training.

C. It is agreed that the provisions of this article will be applied within departments and is not intended to apply across departmental organizational units.

D. Written confirmation of an employee's out-of-class assignment shall be placed in the employee's personnel file after completion of the out-of-class assignment. A copy will be provided to the employee.

E. Grievances filed under this article may be filed under the expedited arbitration procedure set forth in the MOU.

ARTICLE 18 - TRAINING AND CAREER DEVELOPMENT

LACERA and Local 721 recognize the importance of training and career development of employees within the Unit to have a stable, highly qualified and effective workforce in the delivery of LACERA services.

18.1 Technological Change

As new technology is introduced in the work environment and is required to be used by specific employees, LACERA will make reasonable efforts to train the affected employees in the new technology.

18.2 Training Opportunities

An employee in the unit may request to participate in training programs, symposiums, seminars, conferences and meetings which will lead to an increase in the skills, knowledge and understanding of the employee's current job assignment. An employee may also participate in training activities that enhance succession planning or current career development. Employee training request for LACERA time to attend such programs shall be subject to LACERA approval.

18.3 In-Service Training

LACERA agrees to continue in-service training programs which are in effect at the time this MOU is implemented until their terms have expired, and also to encourage the establishment of in-service training programs in areas and classifications where possible. LACERA agrees to make information concerning in-service training programs available to employees.

18.4 Training Expenses

LACERA will make up to \$100,000 available for training each year of the term of this MOU. Both Local 721 represented LACERA Units share the \$100,000.

18.5 Accounting

LACERA will provide Local 721 an accounting of training expenses (18.4) semi-annually upon request.

ARTICLE 19 - PERSONNEL FILES

- 19.1 An employee, or their representative with the written consent of the employee, may inspect that employee's personnel file with the exception of all material obtained from other employers and agencies at the time that employee was hired.
- 19.2 An employee shall be advised of and entitled to read any written statement by the employee's supervisor or departmental management regarding their work performance or conduct if such statement is to be placed in their personnel file. The employee shall acknowledge that they have read such material by affixing their signature on the copy to be filed, with the understanding that such signature merely signifies that they have read the material to be filed but does not necessarily indicate agreement with its content. If the employee refuses to sign, the supervisor shall note their refusal on the copy to be filed along with the supervisor's signature and the signature of a witness to the employee's refusal to sign.
- 19.3 The employee may file a grievance regarding any such document within the prescribed time limits of the grievance procedure. If the employee fails to file a grievance within the designated time limits, the document becomes part of the official file. If the employee does file a grievance within the designated time limits, said document shall not be placed in the official file and not referenced in any Performance Evaluation until the grievance procedure or civil service appeal rights have been exhausted. Grievances filed under this provision shall not be subject to the Arbitration provisions of the Grievance Procedure unless they involve violation of a specific provision of this MOU that is subject to arbitration. Management agrees that no properly used full paid sick leave used in the twelve months immediately prior to an Appraisal of Promotability or a Performance Evaluation will be negatively referenced on such forms.
- 19.4 On reviewing their personnel file, an employee may request and have any written warnings issued more than one year prior placed in an envelope and sealed in their personnel file except as such may be a part of an official permanent record. On the face of the sealed envelope it shall read "The contents herein shall be disclosed only upon written consent of the subject employee or by subpoena or other legal process from a public body of competent jurisdiction." The date the contents of the sealed envelope will be destroyed shall also appear on the face of envelope. That date shall be two (2) years from the date of issue of the documents in the sealed envelope.
- 19.5 An employee on reviewing their personnel file, may request and have any written warnings or reprimand(s) issued more than two (2) years prior removed from their personnel file except as such may be a part of an official permanent record.

ARTICLE 20 – TRANSFERS

- 20.1 Any employee covered herein may submit a written request for transfer within LACERA and have their name placed on a list to be kept by the Human Resources Office. These requests shall be kept for a period of six months and renewed by the employee if they still desire to be considered for transfer beyond that date. During the term of this MOU, the CEO or designee will review requests on file and make an effort to effect transfers.
- 20.2 Any employee covered herein who wishes to transfer to a County department may submit a written request for such transfer and have their name placed on a list to be kept by the Human Resources Office of the department to which the employee is requesting a transfer. These requests will be retained for a period of one (1) year. It is understood that these requests are for an available, vacant position in the same or similar classification. Management will consider their request for transfers twice yearly when filling vacancies.
- 20.3 In the event of involuntary transfers within LACERA, the employee will be notified in writing, fifteen (15) days prior to said involuntary transfer. The fifteen (15) day notice can be waived by mutual agreement.

ARTICLE 21 - ASSIGNMENT OF ADDITIONAL RESPONSIBILITIES

- 21.1 Any permanent, full-time employee shall be entitled to additional compensation equivalent to two standard salary schedules for the performance of additional responsibilities of a higher-level which are assigned by the CEO or designee. Assignments shall be confirmed in writing before the start of the assignment of the additional responsibilities.
- 21.2 If an employee is not receiving additional compensation for additional work as outlined above in Section 21.1, at any time while the employee is performing additional duties, an employee may make written request for payment of the Additional Responsibilities Bonus. Within thirty (30) business days LACERA shall notify an employee in writing of the approval or denial of their written request for the additional responsibilities bonus. If the request is denied, upon request, the reasons will be given in writing.
- 21.3 To qualify for this additional compensation, a full-time, permanent employee must either perform significant duties of a higher-level classification, be assigned a special project or assignment which requires the performance of additional duties and carries additional responsibilities beyond those typically assigned to the employee's class. The assignment of additional duties normally performed by incumbents of the employee's class shall not qualify for this additional compensation.
- 21.4 This additional compensation shall begin on the first day the additional responsibilities are assigned by management and performed by the employee and shall end on the day the additional responsibilities are no longer performed. The CEO or designee shall notify the employee of the termination of any assignment for which they qualify for the additional responsibilities bonus. In no event shall an employee receive compensation pursuant to this Section and receive the out-of-class bonus pursuant to Article 17 for the same assignment.
- 21.5 The additional compensation provided in this Article shall not constitute a base rate.

ARTICLE 22 – EMPLOYEE PARKING

- 22.1 Local 721 recognizes LACERA's obligation to fulfill employer requirements for traffic reduction under the South Coast Air Quality Management District Regulation XV. It is Local 721's intent to assist LACERA in fulfilling its obligation.
- 22.2 LACERA will continue to make every reasonable effort to provide adequate free parking facilities for employees who regularly find it necessary to use their own vehicle for transportation to their work location.

ARTICLE 23 - GRIEVANCE PROCEDURE

23.1 Purpose

The purpose of the grievance procedure is to provide a just and equitable method for the resolution of grievances without discrimination, coercion, restraint, or reprisal against any employee or employees who may submit or be involved in a grievance.

23.2 Definitions

1. Wherever used the term "employee" means either employee or employees as appropriate.
2. "Grievance" means a complaint by an employee or group of employees concerning the interpretation or application of the provisions of this MOU or of the rules and regulations governing personnel practices or working conditions, which complaint has not been resolved satisfactorily in an informal manner between an employee and their immediate supervisor.
3. "Business Days" mean calendar days exclusive of Saturdays, Sundays, and legal holidays.

23.3 Responsibilities

1. Local 721 agrees to encourage an employee to discuss their complaint with their immediate supervisor. The immediate supervisor will upon request of an employee, discuss the employee's complaint with him/her at a mutually satisfactory time.
2. An employee, who files a formal written grievance must state clearly and concisely the specific action(s) being grieved, the article(s) violated and the specific remedy requested. LACERA will state in writing if the grievance fails to satisfy these requirements, and the reasons the grievance fails to satisfy this requirement. If the grievance was timely filed, the employee will be given an additional five (5) days to re-submit the grievance at Step 1.

23.4 Waivers and Time Limits

1. Failure by LACERA to reply to the employee's grievance within the time limits specified automatically grants to the employee the right to process the grievance to the next level.
2. Any level of review, or any time limits established in this procedure, may be waived or extended by mutual agreement confirmed in writing.
3. If an employee fails to appeal from one level to the next level within the time limits established in this grievance procedure, the grievance shall be considered settled on the basis of the last decision and the grievance shall not be subject to further appeal or reconsideration.
4. By mutual agreement, the grievance may revert to prior level for reconsideration.

23.5 Employee Rights and Restrictions

1. The employee has the right to the assistance of a representative in the preparation and presentation of their written grievance. The grievant may be required by either party to be present in a meeting with LACERA for purposes of discussing the grievance.
2. An employee selected as a representative in a grievance is required to obtain the permission of their immediate supervisor to absent him/herself from their duties to attend a grievance meeting. The employee representative shall give their supervisor reasonable advance notice to ensure that their absence will not unduly interfere with LACERA operations.
3. An employee may present their grievance to LACERA on work time. In scheduling the time, place and duration of any grievance meeting, both the employee and LACERA will give due consideration to the work duties of the other party. No employee shall lose their rights because of LACERA imposed limitations in scheduling meetings.

23.6 The Parties' Rights and Restrictions

1. Only a person selected by the employee and made known to LACERA prior to a scheduled formal grievance meeting shall have the right to represent or advocate as an employee's representative.
2. If the employee elects to be represented in a formal grievance meeting, LACERA may designate a management representative to be present at such meeting.
3. LACERA shall notify Local 721 of any grievance involving the terms and conditions of this MOU.
4. The Local 721 representative has the right to be present at any formal grievance meeting concerning a grievance that directly involves the interpretation or application of the specific terms and provisions of the MOU.
5. If the Local 721 representative elects to attend any formal grievance meeting, they must inform LACERA prior to such meeting. LACERA may also designate a management representative to be present at such meeting.
6. Only employees who have direct, first-hand knowledge of the event giving rise to the grievance may be called on as witnesses by the grievant. Such witnesses may attend formal grievance hearings on paid time.

23.7 Procedures

It is the intent of the parties to resolve a grievance at the lowest possible level.

Step 1. Immediate Supervisor

- A. Within ten (10) business days from the occurrence of the matter on which a complaint is based, or within ten (10) business days from their knowledge of such occurrence, an employee shall file a formal written grievance. Three copies of the LACERA grievance form shall be completed by the employee stating the nature of the grievance and the remedy requested from LACERA. The employee shall submit two copies to their immediate supervisor and retain the third copy. The parties may waive the immediate supervisor step by mutual agreement confirmed in writing.
- B. Within ten (10) business days the immediate supervisor shall give their decision in writing to the employee on the original copy of the grievance.

Step 2. Middle Management

- A. Within ten (10) business days from their receipt of the supervisor's written decision and using the returned original copy of the grievance form, the employee may appeal to the appropriate level of management as previously indicated by LACERA. LACERA has the authority to waive the middle management step if such step is not appropriate.
- B. The middle management representative shall discuss the grievance with the supervisor concerned and the employee before they reach a decision.
- C. Within ten (10) business days from receipt of the grievance, the middle management representative shall give a written decision and the reasons therefore to the employee using the original copy of the grievance. Upon request, a copy of the decision will be given to Local 721.

Step 3. CEO or Designee

- A. Within ten (10) business days from their receipt of the decision resulting from the previous step, the employee may appeal to the CEO or designee using the original copy of the grievance.
- B. Within ten (10) business days from the receipt of the employee's grievance, the CEO or designee who has not been involved in the grievance in prior levels, shall make a thorough review of the grievance, meet with the parties involved and give a written decision and the reasons therefore to the employee. However, the CEO or designee is not limited to denying a grievance for the reasons stated at any previous step in the procedure. Upon request, a copy of the decision will be given to Local 721.
- C. If the CEO or designee fails to give a decision within the specified time limit, Local 721 shall have the option of referring a grievance alleging a violation of the negotiated MOU between the parties to arbitration.
- D. On matters that are not subject to arbitration pursuant to 23.8 hereafter, the written decision of the CEO or designee shall be final.

23.8 Arbitration

1. Within thirty (30) business days from the receipt of the written decision of the CEO or their designated representative, Local 721 may request that the grievance be submitted to arbitration as provided for hereinafter.
2. Only those grievances, which directly concern or involve the interpretation or application of the specific terms and provisions of this MOU, may be submitted to arbitration hereunder. In no event shall such arbitration extend to:
 - A. The interpretation, application, merits or legality of any state or local law or ordinance, including specifically all ordinances adopted by County's Board of Supervisor or the Board of Retirement or Board of Investments; unless the arbitrator, in their discretion, finds it necessary to interpret or apply such state or local law to resolve the grievance which has been submitted to the arbitrator.
 - B. The interpretation, application, merits, or legality of any or all of the County of Los Angeles Civil Service Rules, nor matters under the jurisdiction of the Civil Service Commission for which said Commission has established procedures or processes by which employees or employee organizations may appeal to, or request review by, said Civil Service Commission, including, but not limited to: discharges, reductions, or suspensions of more than five (5) days of permanent employees, appraisals of promotability, or complaints involving alleged employment discrimination within the meaning of Civil Service Rule 25.
 - C. The interpretation, application, merits or legality of the rules or regulations of the CEO, the Chief Executive Office, or any other County Department, agency, or commission, unless the arbitrator, in their discretion, finds it necessary to interpret or apply such rules or regulations to resolve the grievance which has been submitted to the arbitrator.
 - D. Grievances on competent or better performance evaluations which do not meet the guidelines set forth at the Employee Relations Commission meeting of December 19, 1986. LACERA shall notify Local 721 within fifteen business days prior to the hearing if it intends to argue arbitrability. Both parties reserve the right to challenge a Commission decision in other forums.
3. In the event Local 721 desires to request that a grievance, which meets the requirement of Paragraph 2 hereof, be submitted to arbitration, it shall within the time requirements set forth above send a written request to County's Employee Relations Commission, with a copy thereof simultaneously transmitted to the CEO or designee. The written request shall set forth the specific issue or issues still unresolved through the grievance procedure and which are to be submitted to arbitration.

4. The parties shall select a mutually acceptable arbitrator and request the Employee Relations Commission to appoint him/her pursuant to their applicable rules and regulations. If the parties cannot agree on an arbitrator, they shall notify the Employee Relations Commission and request that they provide the parties with a list of five names from which the parties will attempt to mutually select an arbitrator. If the parties cannot mutually agree upon an arbitrator from the list of arbitrators provided by the Employee Relations Commission, they will select an arbitrator through an alternate striking of names from that list. The party to strike the first name will be determined by chance.
5. Arbitration of a grievance hereunder shall be limited to the formal grievance as originally filed by the employee to the extent that said grievance has not been satisfactorily resolved. Arbitration hereunder shall be conducted in accordance with applicable rules and procedures adopted or specified by the Employee Relations Commission, unless the parties hereto mutually agree to other rules or procedures for the conduct of such arbitration. The fees and expenses of the arbitrator shall be shared equally by the parties involved, it being understood and agreed that all other expenses including, but not limited to, fees for witnesses, transcripts, and similar cost incurred by the parties during such arbitration, will be the responsibility of the individual party involved.
6. Prior to a hearing by an arbitrator, a representative of LACERA and Local 721 shall meet and prepare a submission statement setting forth the issue(s) to be determined which shall be submitted to the arbitrator. In the event LACERA and Local 721 cannot jointly agree on a submission statement, then at the hearing, each party shall present to the arbitrator, its own submission statement in which case the arbitrator shall determine the issue (s) to be resolved.
7. The decision of an arbitrator resulting from any arbitration of grievances hereunder shall not add to, subtract from, or otherwise modify the terms and conditions of this MOU.
8. The decision of the arbitrator shall be binding upon Local 721. To the extent the decision and award of the arbitrator does not require legislative action by the Board of Supervisors or the Boards of Retirement and Investments, such decision and award shall be binding upon LACERA. If within sixty (60) days of receiving notice of a decision and award requiring legislative action by the Board of Supervisors, such legislative action is not taken, the arbitrator's decision and award shall have no force or effect whatsoever. Local 721 may then resort to a court of competent jurisdiction to pursue whatever other legal remedies are available to it under the provision of this MOU.

9. A written decision of an arbitrator resulting from the arbitration of a grievance under the following Article shall be entirely advisory in nature and shall not be binding upon any of the parties:
- Purpose
 - Recognition
 - Non-Discrimination
 - Implementation
 - Term
 - Renegotiation
 - Safety and Health
 - Payroll Deductions and Dues
 - Leaves of Absence for Union Business
 - Authorized Agents
 - Provisions of Law
 - New Employee Orientation

ARTICLE 24 - GRIEVANCE MEDIATION

- 24.1 This procedure is an alternate dispute resolution procedure and does not supersede the provisions of Article 23, Grievance Procedure.
- 24.2 Only those grievances that meet the requirements for submission to arbitration pursuant to Article 23, Section 23.8, can be submitted to grievance mediation.
- 24.3 After completion of the third step of the grievance procedure, either management or Local 721 may request the assistance of a mediator from the State Mediation and Conciliation Service to resolve the grievance. It is the intent of the parties that the grievance mediation session shall begin as soon as practicable consistent with the mediator's schedule.
- 24.4 The parties agree that no stenographic record of the session will be made, there will be no representation by Counsel, and there will be no pre-or post-hearing briefs filed.
- 24.5 The mediator's role shall be to assist the parties to reach an agreement. The mediator shall not have authority to impose a settlement on the parties. Any final settlement of the grievance shall be reduced to writing and signed by management, Local 721 and the grievant. The final agreement shall be binding on all parties. Final agreements reached by the parties shall not be published or precedent setting in any other dispute.
- 24.6 The mediator may provide the parties with a private, informal, non-binding assessment of the procedural and substantive merits of the dispute and how an arbitrator may likely decide the grievance.
- 24.7 All mediation sessions shall be confidential. The content of the mediation proceedings including, but not limited to settlement proposals or any concessions agreed to or offered during mediation shall not be admissible in an arbitration of this grievance or any other similar dispute.
- 24.8 The parties agree that the provisions of this Article shall not be subject to binding arbitration.

ARTICLE 25 - EXPEDITED ARBITRATION

- 25.1 This is an alternate to the procedure set forth in Section 8, Arbitration, of Article 23, Grievance Procedure and will only be utilized upon mutual written agreement of the parties.
- 25.2 A joint submission statement setting forth the issue(s) to be determined will be prepared prior to the hearing by an arbitrator. If the parties cannot agree to a submission statement, the expedited arbitration procedure will not be utilized.
- 25.3 Only those grievances which directly concern or involve the interpretation or application of the specific terms and provisions of this MOU may be submitted to arbitration hereunder. In no event shall such arbitration extend to:
- A. The interpretation, application, merits or legality of any state or local law or ordinance, including specifically all ordinances adopted by County's Board of Supervisors; unless the arbitrator, in their discretion, finds it necessary to interpret or apply such state or local law to resolve the grievance which has been submitted to the arbitrator.
 - B. The interpretation, application, merits, or legality of any or all of the County of Los Angeles Civil Service Rules, nor matters under the jurisdiction of the Civil Service Commission for which said Commission has established procedures or processes by which employees or employee organizations may appeal to, or request review by said Civil Service Commission, including, but not limited to, discharges, reductions and discrimination: nor
 - C. The interpretation, application, merits or legality of the rules or regulations of the CEO or designee, the Chief Executive Office, or any other County department agency or commission, unless the arbitrator, in their discretion, finds it necessary to interpret or apply such rules or regulations to resolve the grievance which has been submitted to the arbitrator.
- 25.4 It is agreed that representatives of LACERA and SEIU Local 721, will meet and attempt to implement the procedure within sixty (60) business days from the implementation date of the MOU.
- 25.5 The parties shall select an arbitrator from the panel of arbitrators previously agreed to by the parties and established for the purpose of conducting expedited arbitration proceedings:
- A. The arbitrator will be compensated at the contracted for flat daily rate. The cost of the arbitrator shall be borne equally by the parties. In addition, each party shall pay for all fees and expenses incurred by that party on its behalf, including but not limited to witness fees.

- B. The parties agree that 1) no stenographic record of the hearing will be made, 2) there will be no representation by counsel except for in-house staff counsel and 3) there will be no post-hearing briefs.
- 25.6 The arbitrator selected shall hear the grievance(s) within 10 working days of their selection, and may hear multiple cases during the course of the day. However, six (6) hours of hearings will constitute one day.
- 25.7 Arbitration of a grievance hereunder shall be limited to the formal grievance as originally filed by the employee to the extent that said grievance has not been satisfactorily resolved.
- 25.8 The arbitrator shall issue a "bench" decision at the conclusion of the parties' testimony. Only by mutual agreement of the parties and the arbitrator will a written decision be issued.
- 25.9 The decision of an arbitrator resulting from any arbitration of grievances hereunder shall not add to, subtract from, or otherwise modify the terms and conditions of this MOU.
- 25.10 The decision of the arbitrator shall be binding upon the Union. To the extent the decision and award of the arbitrator does not require legislative action by the Board of Supervisors, such decision and award shall be binding upon LACERA. If within sixty (60) days of receiving notice of a decision and award requiring legislative action by the Board of Supervisors, such legislative action is not taken, the arbitrator's decision and award shall have no force or effect whatsoever.
- 25.11 Election of this binding forum shall constitute a waiver by all parties to this process of all other administrative processes for the resolution of this dispute in whole or in part and the award shall not be appealed. The decision from this arbitration shall not be precedent setting.
- 25.12 The decision of an arbitrator resulting from the arbitration of a grievance under the following Articles shall be entirely advisory in nature and shall not be binding upon any of the parties:
- Purpose
 - Recognition
 - Non-Discrimination
 - Implementation
 - Term
 - Renegotiation
 - Safety and Health
 - Payroll Deductions and Dues
 - Leaves of Absence for Union Business

- Authorized Agents
- Provisions of Law
- Workplace Retraining
- CalWORKs
- New Employee Orientation

ARTICLE 26 – STEWARDS

- 26.1 LACERA recognizes that Local 721 Stewards are the official on-site representatives of Local 721 and further acknowledges that no Steward or Alternate shall be discriminated against because of the exercise of their rights and duties under the MOU.
- 26.2 It is agreed by the parties that Local 721 may select a reasonable number of stewards for this Unit. Local 721 shall give to LACERA a written list of employees who have been selected as stewards. This list shall be kept current by Local 721. Only those stewards on the current list shall be recognized pursuant to this Article.
- 26.3 Stewards may spend a reasonable amount of time to promptly and expeditiously investigate and process formal grievances, or attend employee orientation meetings without loss of pay or benefits of any kind.
- 26.4 Stewards, when leaving their work location to transact such investigations or processing, shall first obtain permission from their immediate supervisor and inform the supervisor of the nature of the business and the expected duration of the anticipated time for the conduct of such business. Permission to leave will be granted promptly unless such absence would cause an undue interruption of work. If such permission cannot be granted promptly, the steward will be immediately informed when time will be made available. Such time will not be more than 24 hours, excluding Saturday, Sunday and holidays, after the time of the steward's request unless otherwise mutually agreed to. If the delay of permission will impact the deadline for filing a grievance, the deadline for filing will be extended by the amount of time of the delay.
- 26.5 Upon entering a work location, the steward shall inform the site supervisor of the nature of the steward's business.
- 26.6 Local 721 agrees that a steward shall not log compensatory time or overtime for the time spent performing any function of a steward. LACERA will make every reasonable effort not to reassign a steward if there is any other employee in the same classification who meets the specific qualifications of the vacancy.

ARTICLE 27 - GRIEVANCES-GENERAL IN CHARACTER

27.1 To provide an effective mechanism whereby disagreements between Local 721 and LACERA concerning the interpretation or application of any of the provision of this MOU affecting a significantly large number of employees may be effectively resolved, the following procedures are agreed upon:

A. Where Local 721 has reason to believe that LACERA is not correctly interpreting or applying any of the provisions of this MOU, Local 721 may request in writing with a copy to the CEO that a meeting be held with the Director of Human Resources. Such written request shall be submitted within 30 business days from the occurrence of the matter on which a complaint is based or within 30 business days from the knowledge of such occurrence. The request shall set forth in detail the facts giving rise to the request for the meeting and shall set forth the proposed resolution sought.

Within ten (10) business days of receipt of the request for such a meeting, the parties will meet for the purpose of discussion and attempting to resolve the disagreement.

B. Within ten (10) business days of such meeting, and in the event the matter is not satisfactorily resolved, Local 721 shall have the right to meet with the CEO or designee.

C. Within ten (10) business days after the meeting, the CEO or designee shall respond to Local 721 in writing, setting forth their decision and reasons therefore.

D. Within ten (10) business days from receipt of the CEO or designee's written decision, if the matter is not satisfactorily resolved and if the disagreement meets the requirements of Article 23, Section 2, the disagreement may be submitted to arbitration in accordance with the provisions of Section 8 of Article 23.

27.2 It is further understood that this Article is not intended as a substitute or alternative for the grievance procedures set forth in Article 23 of this MOU. Instead, this Article is intended to provide a procedure to resolve disagreements affecting the rights of the parties or disagreements arising from the application of the terms of this MOU affecting the working conditions of a significantly large number of employees in the unit, as distinguished from the rights of individual employees.

27.3 Accordingly, the parties agree that the procedures set forth herein shall not be implemented where the dispute or complaint involved is or could be

effectively brought by an employee or employees and otherwise processed through the grievance procedures set forth in Article 23 hereof.

ARTICLE 28 - EMPLOYEE PAY-CHECK ERRORS

28.1 Underpayments

- A. LACERA will rectify a significant underpayment on the employee's payroll warrant within three (3) calendar days, exclusive of Saturdays, Sundays, and legal holidays, after receipt by the Auditor-Controller of a written request from the affected employee's payroll section.
- B. Payroll shall promptly forward a written request for a corrected or supplemental pay warrant for the affected employee to the Auditor-Controller.
- C. An employee shall be deemed to have waived the above indicated time limits, and to have indicated that they are willing to accept an adjustment on the following payroll warrant if they do not request a corrected or supplemental warrant within two calendar days after receipt of the regular payroll warrant, exclusive of Saturdays, Sundays, and legal holidays.
- D. Corrected or supplemental warrants will be sent by regular County messenger service to LACERA's payroll section. In emergencies payroll will arrange to have the supplemental or corrected warrant either hand delivered to the employee or picked up by the employee at the Auditor's public counter.
- E. The provisions of this section may be implemented even if the employee cashes the payroll warrant.

28.2 Overpayments

- A. LACERA will endeavor to notify the affected employee of an overpayment on the employee's payroll warrant(s) prior to making any deduction to recover such overpayment from the employee's subsequent payroll warrant(s). Upon request by the affected employee Management will establish a reasonable method of repayment.
- B. LACERA agrees to determine the feasibility of having an affected employee repay an overpayment with accumulated benefits that the employee would be entitled to at termination of employment. LACERA agrees to consult with Local 721 on this issue within 90 days after implementation of this MOU, in accordance with the LACERA Employee Relations Resolution.
- C. Recovery of more than 15% of net pay will be subject to a repayment schedule established by LACERA under guidelines issued by the Auditor-Controller. Such recovery shall not exceed 15% per month of disposable income (as defined by State law), except, however, that a mutually agreed-upon acceleration provision may permit faster recovery.

28.3 Grievances

Any grievances regarding the Article shall be processed beginning with the 3rd Step of the Grievance Procedure.

28.4 Notice

If an employee incurs a significant underpayment in their payroll warrant and it is determined that the underpayment is due to an error on the part of LACERA, management agrees, upon a formal written request from the employee, to provide a standardized letter that states the reason(s) the affected employee's payment was late.

28.5 Garnishments

LACERA shall notify the affected employee of a garnishment of wages and the amount of percentage to be garnished promptly upon receipt by the County of an order to garnish.

ARTICLE 29 - RIGHTS OF UNIT

- 29.1 LACERA agrees to permit one (1) employee, designated by Local 721 as spokesperson for the Unit, reasonable time off with pay to attend meetings between Local 721 and LACERA where the subject of such meeting involves basic issues affecting employee relations concerning the entire Unit.
- 29.2 The name of the employee so designated will be provided in writing by Local 721 to LACERA. Local 721 agrees that the employees designated shall not log nor be entitled to compensatory time or premium pay for the time spent pursuing activities allowed under this Article.

ARTICLE 30 - WORK ACCESS

- 30.1 Authorized Local 721 representatives will be given access to work locations during working hours to represent employees, investigate and process grievances, observe working conditions and post bulletins on the bulletin board.
- 30.2 Local 721 representatives desiring access to a work location hereunder shall make a request to the CEO or designee. Such request shall include the purpose of the visit and shall be made a reasonable amount of time before the intended visit. The parties may mutually agree to waive notice.
- 30.3 Local 721 representatives shall not purposely interfere with LACERA operations or any facility thereof.
- 30.4 Local 721 shall give LACERA a written list of all authorized representatives, which list shall be kept current by Local 721. Access to work locations will only be granted to representatives on the current list.

ARTICLE 31 - EMPLOYEE LISTS

- 31.1 LACERA will furnish the Union with a monthly list of new employees/separations at the cost established by the Auditor-Controller for processing and photocopying documents. The lists shall contain the name, employee number, date of hire into the Unit, item step, salary rate, classification, title, item number, item sub, work location, latest hire date and job appointment date of all employees who enter the Bargaining Unit and who are covered by this Agreement. Such list shall include new hires, and employees promoted, demoted or transferred into the Bargaining Unit. The monthly list shall also contain information which includes the names and effective dates of employees leaving this Bargaining Unit.
- 31.2 LACERA will make available to each new employee entering the Unit a card furnished by SEIU Local 721 written as follows:

SEIU Local 721 has been certified as your
exclusive representative.

SEIU Local 721 is certified to represent you in
negotiations with LACERA on salaries, hours of work
and conditions of employment.

If you want information or if you wish to join SEIU
Local 721, call (877) 721-4968 or
see your Union Representative where you work.

SEIU Local 721
1545 Wilshire Boulevard, Suite 100
Los Angeles, CA 90017

ARTICLE 32 - STRIKES AND LOCKOUTS

- 32.1 During the life of this MOU no work stoppage, strikes, sympathy strikes, slowdowns, or picketing shall be caused or sanctioned by Local 721 and no lockouts shall be made by LACERA.
- 32.2 In the event any employees covered by this MOU, individually or collectively, violate the provisions of this Article and Local 721 fails to exercise good faith in halting the work interruption, Local 721 and the employees involved shall be deemed in violation of this Article and LACERA shall be entitled to seek all remedies available to it under applicable law.

ARTICLE 33 - OBLIGATION TO SUPPORT

- 33.1 The parties agree that subsequent to the execution of this MOU and during the period of time said Memorandum is pending before the Boards for action, neither Local 721 nor LACERA nor their authorized representatives, will appear before the Boards or meet with members of the Boards individually to advocate any amendment, addition or deletion to the terms and conditions of this MOU.
- 33.2 It is further understood that this Article shall not preclude the parties from appearing before the Boards nor meeting with individual members of the Boards to advocate or urge the adoption and approval of this MOU in its entirety.

ARTICLE 34 - FULL UNDERSTANDING, MODIFICATION, WAIVER

- 34.1 A. It is intended that this MOU sets forth the full and entire understanding of the parties regarding the matters set forth herein and any other prior or existing understanding or agreements by the parties, whether formal or informal, regarding any such matters are hereby superseded or terminated in their entirety. It is agreed and understood that each party hereto voluntarily and unqualifiedly waives its right, and agrees that the other shall not be required to negotiate with respect to any subject or matter covered herein.
- B. With respect to other matters within the scope of negotiations, negotiations may be required during the term of this MOU as provided in Section 2 of this Article.
- 34.2 A. It is understood and agreed that the provisions of this Section are intended to apply only to matters which are not specifically covered in this MOU.
- B. It is recognized that during the term of this MOU it may be necessary for LACERA to make changes in rules or procedures affecting the employees in the Unit.
- C. LACERA shall notify Local 721 of any changes in rules or procedures impacting matters within the scope of negotiations and shall, at the written request of Local 721, negotiate about the impact of such changes.
- 34.3 Nothing herein shall limit the authority of LACERA to make necessary changes required during emergencies. However, LACERA shall notify Local 721 of such changes as soon as practicable. Such emergency assignments shall not extend beyond the period of the emergency. "Emergency" is defined as an unforeseen circumstance requiring immediate implementation of the change.
- 34.4 Where LACERA makes any changes in working conditions because of the requirements of law, including ordinances adopted by the Board of Supervisors, LACERA shall not be required to negotiate the matter or manner of compliance with such law where the manner of compliance is specified by such law.
- 34.5 The waiver of any breach, term or condition of this MOU by either party shall not constitute a precedent in the future enforcement of all its terms and provisions.

ARTICLE 35 - AUTHORIZED AGENTS

35.1 For the purpose of administering or modifying the terms and provisions of this MOU:

- A. LACERA's principal authorized agent shall be LACERA's Chief Executive Officer, or their duly authorized representative (Address: 300 N. Lake Avenue, Suite 800, Pasadena, CA 91101-4199, Telephone: (626) 564-6000), except where a particular Management representative is specifically designated in connection with the performance of a specific function or obligation set forth herein.
- B. The Local 721 principal authorized agent shall be the Executive Director or their duly authorized representative (Address: 1545 Wilshire Boulevard, Suite 100, Los Angeles, CA 90017, Telephone: (877) 721-4968).

ARTICLE 36 - PROVISIONS OF LAW

- 36.1 It is understood and agreed that this MOU is subject to all current and future applicable Federal, State and County laws; Federal and State regulations; the Charter of the County of Los Angeles and any lawful rules and regulations enacted by County's Civil Service Commission, Employee Relations Commission, or similar independent commissions of the County.
- 36.2 If any part or provision of this MOU is in conflict or inconsistent with such applicable laws, rules or regulations, or is otherwise held to be invalid or unenforceable by any tribunal of competent jurisdiction, such part or provision shall be suspended and superseded by such applicable law, regulations, or rules and the remainder of this MOU shall not be affected thereby.

ARTICLE 37 - MANAGEMENT RIGHTS

- 37.1 It is the exclusive right of LACERA to determine the mission of each of its constituent departments, boards, and commissions, set standards of services to be offered and exercise control and discretion over its organization and operations.
- 37.2 It is also the exclusive right of LACERA to direct its employees, take disciplinary action for proper cause, relieve its employees from duty because of lack of work or for other legitimate reasons, determine the methods, means and personnel by which LACERA's operations are to be conducted and to reorganize any operational unit.
- 37.3 However, LACERA shall, at the earliest time possible, meet and confer with Local 721 on the impact of any decision to exercise its rights as set forth hereinabove when such issues are within the scope of negotiations, and not covered by Civil Service rules or Memoranda of Understanding.
- 37.4 The exercise of such rights does not preclude employees or their representatives from conferring or raising grievances about the practical consequences that decisions on these matters may have on wages, hours and other terms and conditions of employment.

ARTICLE 38 - DUES DEDUCTION AND AGENCY SHOP

- 38.1 It is agreed that the Union dues shall be deducted in accordance with County MOUs and procedures applicable to SEIU.
- 38.2 Employee data shall be provided as required by State law.
- 38.3 The union agrees to indemnify and hold LACERA harmless from any liabilities of any nature which may arise as a result of the application of the provisions of this Article.

ARTICLE 39 – TEMPORARY EMPLOYEES

- 39.1 Quarterly, upon request, LACERA shall give Local 721 a status report concerning the use of temporary employees. Such report shall include county and agency temporary employees, show the number of temporary employees, the classification of each, the starting and ending date of the employee, and the status of that temporary employee.

ARTICLE 40 - JOINT LABOR/MANAGEMENT COMMITTEE

- 40.1 A Joint Labor/Management Committee shall be established to provide a forum for labor and management to discuss issues of concern to the parties.
- 40.2 The Joint Labor/Management Committee shall consist of up to a total of six (6) representatives from either/or units 850 or 851. The employee representatives shall be designated by the Union.
- 40.3 The Joint Labor/Management Committee shall meet quarterly or more or less often as determined by the Parties.
- 40.4 The Committee may also make advisory recommendations to the Executive Officer, or designated representative, for consideration.

ARTICLE 41 - ENHANCED VOLUNTARY TIME-OFF PROGRAM

Program Description:

EVTO is a special temporary program through which employees may individually volunteer to help reduce County expenditures during periods of budgetary shortfall by taking one or more unpaid leaves of absence without the full loss of benefits usually associated with unpaid leave. This program will assist in achieving budgetary savings without significant adverse impact on critical public services.

Program Requirements:

The EVTO program includes the following elements and requirements:

EVTO shall be available to employees for the fiscal years 1992-93 and 1993-94 and will commence upon Board approval. This program may be offered in fiscal years beyond 1993-94 subject to Board Approval.

To maintain critical public services, all requests by employees for unpaid EVTO leave must be in writing and be approved in advance by the CEO or their designee.

During specific times each fiscal year, employees who wish to participate in EVTO will pledge the number of hours to be taken as EVTO. This will assist the department in determining project savings.

In the event of an industrial injury or unforeseen hardship which significantly impacts an employee's decision to request EVTO, such employee shall be able to rescind or modify their EVTO pledge. However, a change or modification in scheduling days off must be approved by management.

In the event of an emergency affecting public health or safety, a division may rescind all or part of any EVTO pledge and require such employee to return to work immediately. Nothing in this paragraph reduces the authority of the CEO to terminate any leave of absence as described in Civil Service Rule 16.04.

An employee may take up to 60 calendar days of EVTO each fiscal year during this program (see below for EVTO after 60 days) with the following benefit guarantees:

EVTO may be taken as 60 or fewer consecutive calendar days; as a reduced workweek schedule (4/36 or other); or as occasional days off with Management approval.

EVTO will not affect flexible benefits plan County contributions or vacation and sick leave accrual. However, employees may wish to schedule occasional EVTO days to avoid loss of pay for weekend and holiday days.

An employee will receive retirement credit for each month in which the employee has any retirement eligible earnings. In the event the employee's earnings are less than enough to pay the employee contribution to LACERA, the employee may pay the required employee contribution directly to LACERA to receive retirement credit for that month. Such payments shall be made within 30 days following the end of the month in which the contribution was not made.

EVTO will not constitute a break in service and will count towards time in service for step advancement and continuous service date.

An employee may take a total of one year of EVTO with the following parameters:

A full year of EVTO will not constitute a break in service and will count towards time in service for step advancement and continuous service date.

After the first 60 days of EVTO, the 60-day EVTO benefit guarantees will not apply.

Retirement service credit will not accrue during this period.

FLSA Non-exempt employees may request EVTO in increments as little as one hour.

EVTO is granted without requiring employees to first use accumulated vacation compensatory time-off.

EVTO is not available to employees on any other paid or unpaid leave.

The CEO may continue to approve other unpaid leave of absences.

If the employee's request is not approved, Management will respond in writing to the employee giving the reason(s) for denial.

EVTO will be actively encouraged by Management and Local 721 to achieve savings.

Special Unpaid Voluntary Time-Off
(60)-Day Program

Benefits Protected

Vacation Accrual
Sick Leave Accrual
Savings and Horizons Plan*
Flexible Benefit Contributions
Step Advance
Retirement Service Credit**
Military Leave

Benefits Not Protected

Jury Leave
Bereavement Leave
Witness Leave
Civil Service Examination Leave
Weekend Pay
Holiday Pay

* County matching contributions will continue (unless deferred or suspended) in any month in which the employee contributes to the plan.

** Retirement Service Credit for plans A–D and plan G will accrue for any month in which an employee receives retirement eligible earnings and earns sufficient salary to pay employee LACERA contribution, or makes such contribution other than with County earnings.

For Retirement Plan E, service credit will not accrue for any month in which an employee has no retirement eligible earnings.

ARTICLE 42 - NEW EMPLOYEE ORIENTATION

- 42.1 As part of onboarding, LACERA and the Union have agreed on a process to make sure all new represented employees are informed about the collective bargaining agreement ("Memorandum of Understanding" or "MOU"). The new employee shall be advised that SEIU is the recognized employee organization for their classification.

LACERA shall provide SEIU written notice to the Worksite Organizer (WSO) and to membership@seiu721.org of LACERA-wide new employee orientations, no matter how few participants, and whether in person or online, at least ten (10) business days prior to the event.

If no in-person new employee orientation has occurred within thirty (30) days of a new employee's date of hire, the Union shall be allowed to schedule an in-person meeting at the worksite during employment hours, during which the newly hired employee shall have the opportunity to attend and is required to be relieved of other duties for purposes of attending.

Representatives of SEIU shall be permitted to make a presentation of up to forty-five (45) minutes, and present written materials during a portion of the orientation. No representative of management shall be present during the Union's presentation. Release time shall be granted for one (1) steward to participate in the new employee orientations. "New employee" shall be defined to include any employee new to SEIU, including, but not limited to, through accretion or promotion/demotion.

LACERA shall inform employees that the MOU is available on LACERA Connect.

- 42.2 This article shall be subject to advisory arbitration.

ARTICLE 43 - ALTERNATIVES TO LAYOFFS

- 43.1 If LACERA determines that workforce reductions are necessary, LACERA shall factor in attrition, implement transfers of qualified employees to available vacancies, and allow voluntary demotions before laying off any employee. Nothing in this paragraph limits LACERA's authority to implement layoffs pursuant to Civil Service Rules.
- 43.2 Where permanent employees have received a notice of layoff, or are on a County re-employment list, LACERA will make every reasonable effort to place or, if laid off, rehire such employees prior to using any new Proposition A contract employee provided such LACERA employees are qualified to perform the available work. Nothing in this paragraph has any impact on Proposition A contracts in effect on October 1, 1993. New Proposition A contracts do not include Proposition A contract renewals, extensions, or rebids of existing Proposition A contracts.
- 43.3 LACERA will develop and implement a program which will match employees scheduled to be laid off with Los Angeles County departments who are hiring workers.

ARTICLE 44 – WORKPLACE TRAINING AND CAREER DEVELOPMENT

- 44.1 LACERA, in conjunction with Local 721, agrees to seek State and Federal funds for the purpose of retraining employees laid off as a result of restructuring at LACERA. If funds are received, LACERA shall, at the written request of Local 721, negotiate about the use of such funds.

ARTICLE 45 – CalWORKs

- 45.1 If LACERA decides to add employees under the provisions of State law regarding CalWORKs, then LACERA shall notify Local 721 and, at the written request of Local 721, shall negotiate the impact of the addition of such employees prior to the commencement on the CalWORKs program at LACERA.

ARTICLE 46 – DIGNITY AND PROFESSIONALISM IN THE WORKPLACE

- 46.1 The Union and Management are committed to working together to ensure a healthy and professional work environment free from emotional and psychological abuse and intimidation and to promote dignity for all workforce members.

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

SEIU LOCAL 721, Service Employees International Union, AFL-CIO

BY 

Robert Feria, Chief Negotiator
SEIU Local 721

BY Anthony Batiste
Anthony Batiste (May 29, 2026 07:09:08 PDT)

Anthony Batiste, Union Steward

LOS ANGELES COUNTY EMPLOYEES RETIREMENT ASSOCIATION
AUTHORIZED MANAGEMENT REPRESENTATIVES

BY 

Luis Lugo, Acting Chief Executive Officer, LACERA

BY 

John Popowich, Assistant Executive Officer, LACERA

BY Carly Ntoya
Carly Ntoya (May 28, 2026 12:11:33 PDT)

Carly Ntoya, Director, Human Resources, LACERA

BY 

Annette Cleary, Assistant Director, Human Resources, LACERA

Appendix (A) Salary Schedule Unit 850

<u>ITEM NO.</u>	<u>ITEM CLASSIFICATION</u>	<u>EFFECTIVE DATE</u>	<u>NOTE</u>	<u>SCH - Min</u>	<u>SCH - Max</u>	<u>MINIMUM RATE</u>	<u>MAXIMUM RATE</u>
0411	ACCOUNT CLERK I, LACERA	10/1/2024	NMVO	79A	83A	3,573.00	4,940.00
		1/1/2026	NMVO	80H	84H	3,733.27	5,165.09
		1/1/2027	NMVO	82B	86B	3,881.55	5,372.36
		1/1/2028	NMVO	83G	87G	4,036.45	5,588.36
0412	ACCOUNT CLERK II, LACERA	10/1/2024	NMVO	81L	85L	3,862.73	5,346.00
		1/1/2026	NMVO	83G	87G	4,036.45	5,588.36
		1/1/2027	NMVO	85A	89A	4,198.00	5,813.00
		1/1/2028	NMVO	86F	90F	4,367.09	6,047.55
0415	ACCOUNTANT I, LACERA	10/1/2024	NMO	97J	100J	5,929.36	7,990.36
		1/1/2026	NMO	99E	102E	6,198.45	8,352.55
		1/1/2027	NMO	100K	103K	6,447.55	8,688.45
		1/1/2028	NMO	102D	105D	6,706.91	9,038.36
0473	ACCOUNTANT II, LACERA	10/1/2024	NMO	99D	102D	6,183.09	8,331.91
		1/1/2026	NMO	100L	103L	6,463.27	8,709.73
		1/1/2027	NMO	102E	105E	6,723.55	9,060.82
		1/1/2028	NMO	103K	106K	6,993.82	9,425.00
0413	ACCOUNTING TECHNICIAN, LACERA	10/1/2024	NMO	89C	92C	4,702.45	6,337.45
		1/1/2026	NMO	90K	93K	4,916.00	6,624.64
		1/1/2027	NMO	92D	95D	5,114.18	6,891.27
		1/1/2028	NMO	93J	96J	5,320.00	7,168.36
0438	ADMINISTRATIVE ASSISTANT, LACERA	10/1/2024	NMVO	88L	92L	4,667.64	6,463.27
		1/1/2026	NMVO	90G	94G	4,880.00	6,756.82
		1/1/2027	NMVO	92A	96A	5,076.00	7,028.00
		1/1/2028	NMVO	93F	97F	5,281.00	7,311.45
0419	ADMIN SERVICES ANALYST I, LACERA	10/1/2024	N2MO	89A	92A	4,940.00	6,306.00
		1/1/2026	N2MO	90H	93H	5,165.09	6,592.27
		1/1/2027	N2MO	92B	95B	5,372.36	6,857.09
		1/1/2028	N2MO	93G	96G	5,588.36	7,133.27
0420	ADMIN SERVICES ANALYST II, LACERA	10/1/2024	NMO	98E	101E	6,032.64	8,129.36
		1/1/2026	NMO	100A	103A	6,306.00	8,497.00
		1/1/2027	NMO	101F	104F	6,559.91	8,840.09
		1/1/2028	NMO	102L	105L	6,823.36	9,195.55
0421	ADMIN SERVICES ANALYST III, LACERA	10/1/2024	NMO	102E	105E	6,723.55	9,060.82
		1/1/2026	NMO	104A	107A	7,028.00	9,471.00
		1/1/2027	NMO	105F	108F	7,311.45	9,852.82
		1/1/2028	NMO	106L	109L	7,605.45	10,249.00
0456	ASST DATA SYSTEMS ANALYST, LACERA	10/1/2024	NMO	104H	107H	7,150.82	9,636.45
		1/1/2026	NMO	106D	109D	7,475.64	10,074.00
		1/1/2027	NMO	107J	110J	7,776.73	10,479.82
		1/1/2028	NMO	109C	112C	8,089.18	10,901.18

<u>ITEM NO.</u>	<u>ITEM CLASSIFICATION</u>	<u>EFFECTIVE DATE</u>	<u>NOTE</u>	<u>SCH - Min</u>	<u>SCH - Max</u>	<u>MINIMUM RATE</u>	<u>MAXIMUM RATE</u>
0428	CLERK, LACERA	10/1/2024	N3MVO	68E	72E	2,991.45	3,705.73
		1/1/2026	N3MVO	70A	74A	3,125.00	3,872.00
		1/1/2027	N3MVO	71F	75F	3,249.55	4,026.55
		1/1/2028	N3MVO	72L	76L	3,378.82	4,187.82
0457	DATA SYSTEMS ANALYST I, LACERA	10/1/2024	NMO	107H	110H	7,757.64	10,454.09
		1/1/2026	NMO	109D	112D	8,109.27	10,928.27
		1/1/2027	NMO	110J	113J	8,435.09	11,367.55
		1/1/2028	NMO	112C	115C	8,774.64	11,824.73
0458	DATA SYSTEMS ANALYST II, LACERA	10/1/2024	NMO	110D	113D	8,331.91	11,228.45
		1/1/2026	NMO	111L	114L	8,709.73	11,737.36
		1/1/2027	NMO	113E	116E	9,060.82	12,209.73
		1/1/2028	NMO	114K	117K	9,425.27	12,700.82
0790	DISAB RETIRE SUPPORT SPEC, LACERA	2/18/2025	NMO	97B	100B	5,827.55	7,853.55
		1/1/2026	NMO	98J	101J	6,092.27	8,209.73
		1/1/2027	NMO	100C	103C	6,337.45	8,539.55
		1/1/2028	NMO	101H	104H	6,592.27	8,883.73
0471	DOCUMENT PROCESSING SPEC, LACERA	2/18/2025	NMO	86C	89C	4,334.64	5,842.09
		1/1/2026	NMO	87K	90K	4,531.82	6,107.18
		1/1/2027	NMO	89D	92D	4,714.18	6,353.18
		1/1/2028	NMO	90J	93J	4,904.00	6,608.45
0451	EDP PROGRAMMER ANALYST, LACERA	10/1/2024	N2MO	107J	110J	8,209.73	10,479.82
		1/1/2026	N2MO	109E	112E	8,582.09	10,955.36
		1/1/2027	N2MO	110K	113K	8,927.36	11,395.36
		1/1/2028	N2MO	112D	115D	9,287.00	11,854.09
0452	EDP SR PROGRAMMER ANALYST, LACERA	10/1/2024	NMO	112J	115J	8,905.55	12,000.91
		1/1/2026	NMO	114E	117E	9,310.00	12,545.36
		1/1/2027	NMO	115K	118K	9,683.73	13,050.18
		1/1/2028	NMO	117D	120D	10,074.00	13,576.18
7956	GRAPHIC ARTIST, LACERA	10/1/2024	NMO	98B	101B	5,987.91	8,069.09
		1/1/2026	NMO	99J	102J	6,259.91	8,435.09
		1/1/2027	NMO	101C	104C	6,511.36	8,774.64
		1/1/2028	NMO	102H	105H	6,773.45	9,128.18
0429	INTERMEDIATE CLERK, LACERA	10/1/2024	NMVO	79A	83A	3,573.00	4,940.00
		1/1/2026	NMVO	80H	84H	3,733.27	5,165.09
		1/1/2027	NMVO	82B	86B	3,881.55	5,372.36
		1/1/2028	NMVO	83G	87G	4,036.45	5,588.36
0443	INTERMEDIATE STENOGRAPHER, LACERA	10/1/2024	N2MVO	83K	87K	4,292.09	5,629.55
		1/1/2026	N2MVO	85F	89F	4,487.45	5,885.73
		1/1/2027	N2MVO	86L	90L	4,667.64	6,122.09
		1/1/2028	N2MVO	88E	92E	4,856.00	6,368.91
0445	INTERMEDIATE TYPIST CLERK, LACERA	10/1/2024	NMVO	79L	83L	3,660.27	5,063.64
		1/1/2026	NMVO	81G	85G	3,825.64	5,294.00
		1/1/2027	NMVO	83A	87A	3,977.00	5,506.00
		1/1/2028	NMVO	84F	88F	4,136.91	5,727.91

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0476	INVESTMENT ACCOUNTANT, LACERA	10/1/2024	NMO	101K	104K	6,624.64	8,927.36
		1/1/2026	NMO	103F	106F	6,925.45	9,333.00
		1/1/2027	NMO	104L	107L	7,203.45	9,707.36
		1/1/2028	NMO	106E	109E	7,494.18	10,099.00
0789	MEDIA ARTIST, LACERA	10/1/2024	NMO	104E	107E	7,098.18	9,565.55
		1/1/2026	NMO	106A	109A	7,420.00	9,999.00
		1/1/2027	NMO	107F	110F	7,719.45	10,402.64
		1/1/2028	NMO	108L	111L	8,029.45	10,820.64
0461	MESSENGER DRIVER, LACERA	10/1/2024	NMO	79E	82E	3,607.91	4,856.00
		1/1/2026	NMO	81A	84A	3,770.00	5,076.00
		1/1/2027	NMO	82F	85F	3,919.73	5,281.00
		1/1/2028	NMO	83L	86L	4,076.09	5,492.64
0433	PAYROLL CLERK I, LACERA	10/1/2024	NMVO	84L	88L	4,187.82	5,798.82
		1/1/2026	NMVO	86G	90G	4,377.91	6,062.45
		1/1/2027	NMVO	88A	92A	4,554.00	6,306.00
		1/1/2028	NMVO	89F	93F	4,737.64	6,559.91
0467	PROCUREMENT AND SUPPLY CLERK, LACERA	10/1/2024	NMO	86B	89B	4,323.82	5,827.55
		1/1/2026	NMO	87J	90J	4,520.73	6,092.27
		1/1/2027	NMO	89C	92C	4,702.45	6,337.45
		1/1/2028	NMO	90H	93H	4,892.00	6,592.27
0463	PROCUREMENT ASSISTANT I, LACERA	10/1/2024	NMO	88J	91J	4,644.91	6,259.91
		1/1/2026	NMO	90E	93E	4,856.00	6,543.73
		1/1/2027	NMO	91K	94K	5,051.27	6,806.73
		1/1/2028	NMO	93D	96D	5,255.00	7,080.64
0464	PROCUREMENT ASSISTANT II, LACERA	10/1/2024	NMO	92J	95J	5,177.82	6,976.73
		1/1/2026	NMO	94E	97E	5,412.45	7,293.36
		1/1/2027	NMO	95K	98K	5,629.55	7,586.91
		1/1/2028	NMO	97D	100D	5,856.64	7,892.64
0466	RECEPTIONIST LACERA	10/1/2024	NMO	80L	83L	3,760.82	5,063.64
		1/1/2026	NMO	82G	85G	3,929.27	5,294.00
		1/1/2027	NMO	84A	87A	4,086.00	5,506.00
		1/1/2028	NMO	85F	88F	4,250.27	5,727.91
1309	RETIREMENT BENEFITS SPECIALIST I	10/1/2024	NMO	88C	91C	4,576.73	6,167.73
		1/1/2026	NMO	89K	92K	4,784.55	6,447.55
		1/1/2027	NMO	91D	94D	4,977.09	6,706.91
		1/1/2028	NMO	92J	95J	5,177.82	6,976.73
1310	RETIREMENT BENEFITS SPECIALIST II	10/1/2024	NMO	94C	97C	5,385.73	7,257.18
		1/1/2026	NMO	95K	98K	5,629.55	7,586.91
		1/1/2027	NMO	97D	100D	5,856.64	7,892.64
		1/1/2028	NMO	98J	101J	6,092.27	8,209.73
1311	RETIREMENT BENEFITS SPECIALIST III	10/1/2024	NMO	100J	103J	6,431.82	8,667.18
		1/1/2026	NMO	102E	105E	6,723.55	9,060.82
		1/1/2027	NMO	103K	106K	6,993.82	9,425.00
		1/1/2028	NMO	105D	108D	7,275.27	9,804.09

<u>ITEM NO.</u>	<u>ITEM CLASSIFICATION</u>	<u>EFFECTIVE DATE</u>	<u>NOTE</u>	<u>SCH - Min</u>	<u>SCH - Max</u>	<u>MINIMUM RATE</u>	<u>MAXIMUM RATE</u>
0430	SENIOR CLERK, LACERA	10/1/2024	NMVO	82L	86L	3,967.45	5,492.64
		1/1/2026	NMVO	84G	88G	4,147.09	5,742.09
		1/1/2027	NMVO	86A	90A	4,313.00	5,973.00
		1/1/2028	NMVO	87F	91F	4,487.45	6,213.82
0455	SENIOR SYSTEMS AID, LACERA	10/1/2024	NMO	94C	97C	5,385.73	7,257.18
		1/1/2026	NMO	95K	98K	5,629.55	7,586.91
		1/1/2027	NMO	97D	100D	5,856.64	7,892.64
		1/1/2028	NMO	98J	101J	6,092.27	8,209.73
0446	SENIOR TYPIST-CLERK, LACERA	10/1/2024	NMVO	83K	87K	4,066.18	5,629.55
		1/1/2026	NMVO	85F	89F	4,250.27	5,885.73
		1/1/2027	NMVO	86L	90L	4,421.18	6,122.09
		1/1/2028	NMVO	88E	92E	4,599.45	6,368.91
0426	STAFF ASSISTANT I, LACERA	10/1/2024	NMO	90B	93B	4,820.00	6,495.18
		1/1/2026	NMO	91J	94J	5,038.91	6,790.09
		1/1/2027	NMO	93C	96C	5,242.00	7,063.09
		1/1/2028	NMO	94H	97H	5,452.55	7,347.64
0427	STAFF ASSISTANT II, LACERA	10/1/2024	NMO	97B	100B	5,827.55	7,853.55
		1/1/2026	NMO	98J	101J	6,092.27	8,209.73
		1/1/2027	NMO	100C	103C	6,337.45	8,539.55
		1/1/2028	NMO	101H	104H	6,592.27	8,883.73
0454	SYSTEMS AID, LACERA	10/1/2024	NMO	88C	91C	4,576.73	6,167.73
		1/1/2026	NMO	89K	92K	4,784.55	6,447.55
		1/1/2027	NMO	91D	94D	4,977.09	6,706.91
		1/1/2028	NMO	92J	95J	5,177.82	6,976.73
0444	TYPIST-CLERK, LACERA	10/1/2024	N3MVO	71K	75K	3,281.18	4,066.18
		1/1/2026	N3MVO	73F	77F	3,428.36	4,250.27
		1/1/2027	N3MVO	74L	78L	3,564.36	4,421.18
		1/1/2028	N3MVO	76E	80E	3,705.73	4,599.45
0788	WEB DESIGNER, LACERA	10/1/2024	NMO	107A	110A	7,624.00	10,274.00
		1/1/2026	NMO	108H	111H	7,970.82	10,741.55
		1/1/2027	NMO	110B	113B	8,290.64	11,172.82
		1/1/2028	NMO	111G	114G	8,624.64	11,622.82
0787	WEB SUPPORT TECHNICIAN, LACERA	10/1/2024	NMO	100G	103G	6,400.36	8,624.64
		1/1/2026	NMO	102C	105C	6,690.27	9,015.91
		1/1/2027	NMO	103H	106H	6,959.64	9,379.00
		1/1/2028	NMO	105B	108B	7,239.09	9,755.36
0447	WORD PROCESSOR I, LACERA	10/1/2024	NMO	83C	86C	3,996.82	5,385.73
		1/1/2026	NMO	84K	87K	4,177.64	5,629.55
		1/1/2027	NMO	86D	89D	4,345.45	5,856.64
		1/1/2028	NMO	87J	90J	4,520.73	6,092.27
0448	WORD PROCESSOR II, LACERA	10/1/2024	NMO	87C	90C	4,454.18	6,002.82
		1/1/2026	NMO	88K	91K	4,656.27	6,275.27
		1/1/2027	NMO	90D	93D	4,844.00	6,527.55
		1/1/2028	NMO	91J	94J	5,038.91	6,790.09

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0785	WRITER I, LACERA	10/1/2024	NMO	95D	98D	5,547.18	7,475.64
		1/1/2026	NMO	96L	99L	5,798.82	7,814.91
		1/1/2027	NMO	98E	101E	6,032.64	8,129.36
		1/1/2028	NMO	99K	102K	6,275.27	8,455.73
0786	WRITER II, LACERA	10/1/2024	NMO	100G	103G	6,400.36	8,624.64
		1/1/2026	NMO	102C	105C	6,690.27	9,015.91
		1/1/2027	NMO	103H	106H	6,959.64	9,379.00
		1/1/2028	NMO	105B	108B	7,239.09	9,755.36

LACERA SEIU Administrative Technical Clerical and Blue Collar Unit 850 MOU 2026 2028 FINAL

Final Audit Report

2026-05-29

Created:	2026-05-28 (Pacific Daylight Time)
By:	Carly Ntoya (cntoya@lacera.gov)
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"LACERA SEIU Administrative Technical Clerical and Blue Collar Unit 850 MOU 2026 2028 FINAL" History

-  Document created by Carly Ntoya (cntoya@lacera.gov)
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Signature Date: 2026-05-28 - 7:11:33 PM PDT - Time Source: server- IP address: 134.231.228.198 - Signature Appearance Selected: TYPE



Signer robert.feria@seiu721.org entered name at signing as Robert Feria

2026-05-28 - 7:13:02 PM PDT- IP address: 12.170.223.30



Document e-signed by Robert Feria (robert.feria@seiu721.org)

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Signer abatiste@lacera.gov entered name at signing as Anthony Batiste

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2026-05-29 - 8:40:35 AM PDT- IP address: 134.231.219.194



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Signature Date: 2026-05-29 - 8:41:44 AM PDT - Time Source: server- IP address: 134.231.219.194 - Signature Appearance Selected: IMAGE



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