

LETTER OF AGREEMENT

2007-12 MOU 29 Amendment No. 2

The Los Angeles City Attorneys Association ("Association") and the City hereby agree to the following:

Furloughs – Fiscal Year 2011-12

The City agrees that the mandatory 36 furloughs (288 hours) of MOU 29 Unit members previously scheduled to occur in Fiscal Year 2011-12 (July 1, 2011 through June 30, 2012) in accordance with the City's 2011-12 Adopted Budget will be reduced by 10 days (80 hours), resulting in Unit members taking 26 furloughs (208 hours) during the same time period. This agreement is applicable to the 2011-12 fiscal year.

Should a fiscal emergency continue into Fiscal Year 2012-13, the parties agree that the City is not waiving its right to impose furloughs and the Association does not waive its right to challenge the imposition of furloughs in Fiscal Year 2012-13.

During the remainder of the term of the 2007-2012 MOU 29, the parties agree to continue to discuss cost-saving alternatives to furloughs.

Association Withdrawal of Grievances and UERPs

Upon City Council adoption of the 2007-2012 MOU 29 Amendment No. 2, the Association agrees to withdraw all pending grievances and unfair employee relations practice (UERP) claims, and not otherwise pursue or support litigation, relating to furloughs and increased employee retirement contributions (1% ERIP, removal of pre-1983 employee defrayal, and retiree health). In addition, the Association agrees to withdraw UERP 1838 (as amended June 14, 2011). The Association further agrees to not arbitrate any individual grievances filed by Unit members on these same issues.

Credit to City Attorney's 2011-12 Budget

In recognition of the above cost savings measures, the City Administrative Officer agrees to recommend to the City Council in a Fiscal Year 2011-12 Financial Status Report that the City Attorney's budget be credited with \$2.0 million.

FOR THE ASSOCIATION:

FOR THE CITY:

Oscar Winslow
President, Los Angeles City Attorneys
Association

Miguel A. Santana
City Administrative Officer

Date

Date

AMENDMENT NO. 2

**MEMORANDUM OF UNDERSTANDING NO. 29
REGARDING THE
CITY ATTORNEYS REPRESENTATION UNIT**

**THIS AMENDMENT NO. 2 to the 2007-2012 City Attorneys Representation Unit
Memorandum of Understanding No. 29 is made and entered into
this _____ day of _____, 2011**

BY AND BETWEEN

**THE CITY ATTORNEY AND THE CITY ADMINISTRATIVE OFFICER
(hereinafter referred to as "Management")**

AND THE

**THE LOS ANGELES CITY ATTORNEYS ASSOCIATION
In affiliation with SEIU, Local 721
(hereinafter referred to as "Association")**

**AMENDMENT NO. 2
CITY ATTORNEYS REPRESENTATION UNIT
2007-2012 MEMORANDUM OF UNDERSTANDING (MOU) NO. 29**

This Memorandum of Understanding (MOU) Amendment No. 2 reflects agreement reached by the parties on _____, 2011, which amends the 2007-2012 MOU 29 that was previously amended on October 26, 2009 by MOU 29 Amendment No. 1 and subsequently revised effective July 1, 2010, by the terms of the October 26, 2009 Letter of Agreement, resulting in the current expiration date of June 30, 2013.

This MOU Amendment No. 2 reflects the agreement entered into by the parties on June 20, 2011, as follows:

- Effective July 1, 2011, Unit members will contribute an additional 4% employee retirement contribution to defray a portion of the City's cost of providing retirement health benefits, and in turn the retiree health benefit is vested as described in the below Retirement Benefits article. Accordingly, effective July 1, 2011 Unit members will contribute an additional 4% (above the previously scheduled July 1, 2011 employee contribution rate of 7%) for a total 11% (pre-tax) employee retirement contribution rate on July 1, 2011.
- During Fiscal Year 2011-12, Unit members will serve 26 furloughs (208 hours), during the period of July 1, 2011 through June 30, 2012, instead of the 36 furloughs (288 hours) previously scheduled for that time period.
- Should a fiscal emergency continue into Fiscal Year 2012-13, the parties agree that the City is not waiving its right to impose furloughs and the Association does not waive its right to challenge the imposition of furloughs in Fiscal Year 2012-13.
- As described in the attached Letter of Agreement, the City Administrative Officer agrees to recommend to the City Council during Fiscal Year 2011-12 that the City Attorney's budget be credited with \$2.0 million in recognition of reduced furloughs.
- As described in the attached Letter of Agreement, the Association agrees to withdraw all pending grievances and unfair employee relations practice (UERP) claims, and not otherwise pursue or support litigation, relating to furloughs and increased employee retirement contributions (1% ERIP, removal of pre-1983 employee defrayal, and retiree health). In addition, the Association agrees to withdraw UERP 1838 (as amended June 14, 2011). The Association further agrees to not arbitrate any individual grievances filed on these same issues.
- All other terms and conditions of the 2007-12 MOU 29 as previously amended and revised remain the same.

ARTICLE 13 RETIREMENT BENEFITS

A. Benefits

Paragraph A of Article 13 (as amended by Amendment No. 1 to the 2007-2012 MOU 29) is amended by adding a new fourth paragraph to read:

Effective July 1, 2011, all Unit members who are members of LACERS shall contribute an additional four percent (4%) of their pre-tax compensation to defray a portion of the City's cost of providing retiree health insurance, thereby resulting in a total flat rate employee retirement contribution rate of eleven percent (11%) on July 1, 2011 in accordance with the above provisions. This additional four percent (4%) contribution shall continue in effect and be subject to modification pursuant to future MOU negotiations in accordance with applicable Charter provisions.

C. Retiree Health Benefits

A new Paragraph C of Article 13 (as amended by Amendment No. 1 to the 2007-2012 MOU 29) is added to read:

As of June 2011 there is a retiree health benefit for employees provided under Division 4, Chapter 11, Article 3 of the Los Angeles Administrative Code (LAAC). Commencing on the effective date of this MOU Amendment, the parties agree that the retiree health benefit available under this program is a vested benefit for bargaining unit members. Specifically, the parties agree that the current Maximum Medical Plan Premium Subsidy of \$1,190 per month, which represents the Kaiser two-party non-Medicare Part A and Part B premium, is vested. Additionally, the maximum amount of the annual increase authorized in LAAC Section 4.1103.4 shall be granted and is vested. The entitlement to retiree health benefits under this provision shall be subject to the rules under Division 4, Chapter 11 of the LAAC in effect as of the effective date of this provision.

The parties further agree that as a condition of vesting the Maximum Medical Plan Premium authorized by the LAAC, the amount of employee contributions is subject to bargaining in future MOU negotiations in accordance with applicable Charter provisions.

The parties further agree that should any provision of these sections (13.A or 13.C) be enjoined, or declared invalid or unlawful by a court of competent jurisdiction, the Maximum Medical Plan Subsidy would revert to the provision of the LAAC in effect prior to June 30, 2011. Additionally, the parties shall meet and confer to achieve equal cost savings.

All other provisions of Article 13, as previously amended, remain unchanged.

Except for the Article amended herein, all other Articles, provisions, and Appendices of the 2007-2012 MOU 29 shall remain in effect during the remainder of the July 1, 2007 through June 30, 2013 term of the MOU.

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute this Amendment No. 2 to the 2007-2012 MOU No. 29 the day, month, and year written below.

City Attorneys Representation Unit
MOU 29

City of Los Angeles
Representatives

Oscar Winslow
President, Los Angeles City Attorneys
Association

Miguel A. Santana
City Administrative Officer

Date _____

Date _____

Approved as to form:

For the City Attorney

Date