

LIVE VIRTUAL BOARD MEETING

*The Board meeting will be held following the Committee meeting scheduled prior.



TO VIEW VIA WEB



TO PROVIDE PUBLIC COMMENT

You may submit a request to speak during Public Comment or provide a written comment by emailing PublicComment@lacera.com. If you are requesting to speak, please include your contact information, agenda item, and meeting date in your request.

Attention: Public comment requests must be submitted via email to PublicComment@lacera.com no later than 5:00 p.m. the day before the scheduled meeting.

LOS ANGELES COUNTY EMPLOYEES RETIREMENT ASSOCIATION
300 N. LAKE AVENUE, SUITE 650, PASADENA, CA

AGENDA

A SPECIAL JOINT MEETING OF THE BOARD OF RETIREMENT

AND THE BOARD OF INVESTMENTS

LOS ANGELES COUNTY EMPLOYEES RETIREMENT ASSOCIATION

300 NORTH LAKE AVENUE, SUITE 810, PASADENA, CALIFORNIA 91101

9:00 A.M., WEDNESDAY, MARCH 23, 2022*

This meeting will be conducted by the Board of Retirement and Board of Investments under California Government Code Section 54953(e).

Any person may view the meeting online at
https://members.lacera.com/lmpublic/live_stream.xhtml.

*The Boards may take action on any item on the agenda,
and agenda items may be taken out of order.*

- I. CALL TO ORDER
- II. APPROVAL OF MINUTES
 - A. Approval of the Minutes of the Special Joint Meeting of the Board of Retirement of January 27, 2022
 - B. Approval of the Minutes of the Special Joint Meeting of the Board of Investments of January 27, 2022
- III. PUBLIC COMMENT

(Written Public Comment - You may submit written public comments by email to PublicComment@lacera.com. Correspondence will be made part of the official record of the meeting. Please submit your written public comments or documentation as soon as possible and up to the close of the meeting.

Verbal Public Comment - You may also request to address the Board at PublicComment@lacera.com before and during the meeting at any time up to the end of the Public Comment item. We will contact you with information and instructions as to how to access the meeting as a speaker. If you would like to remain anonymous at the meeting without stating your name, please let us know.)

IV. NON-CONSENT ITEMS

- A. Recommendation as submitted by Santos H. Kreimann, Chief Executive Officer: That the Boards direct management to join the Represented Staff Members in signing the Memorandums of Understanding (MOU) incorporating the Tentative Agreements for LACERA Administrative, Technical, Clerical, and Blue-Collar Bargaining Unit (Unit 850) and LACERA Supervisory Bargaining Unit (Unit 851), and request administrative approval from the Los Angeles County Board of Supervisors. The MOUs will be effective upon the LACERA Boards approval through December 31, 2024.
(Memo dated March 14, 2022)

- B. Recommendation as submitted by Santos H. Kreimann, Chief Executive Officer: That the Boards grant approval of General Salary Increases for Non-Represented and Managerial Appraisal and Performance Plan (MAPP) Classifications at the same level as those granted to Represented Staff Members for Calendar Years 2022, 2023, and 2024 and approve the \$1,000 Lump Sum Bonus; and Direct management to request administrative approval from the Los Angeles County Board of Supervisors to include the General Salary increases in the County Ordinance. (Memo dated March 14, 2022)

- C. Recommendation as submitted by Carly Ntoya, Ph.D., Director of Human Resources: That the Boards approve the proposed classification and compensation changes be implemented for the existing Senior Management Secretary, LACERA classification.
(Memo dated March 14, 2022)

- D. Recommendation as submitted by William Pryor, Chair, Board of Retirement and Herman B. Santos, Chair, Board of Investments: That the Boards 1) Discuss and approve a merit increase for the Chief Executive Officer, Santos H. Kreimann, effective October 1, 2021; and 2) Approve a 4% cost of living adjustment (COLA) for the Chief Executive Officer, Santos H. Kreimann, effective January 1, 2022, should all LACERA staff receive a COLA. (Memo dated March 16, 2022)

V. REPORTS

- A. For Information Only as submitted by Santos H. Kreimann, Chief Executive Officer, regarding the Tier 1 Merit Salary Adjustment and Tier II Step Advancement. (Memo dated March 14, 2022)

March 23, 2022

Page 3

VI. ITEMS FOR STAFF REVIEW

VII. GOOD OF THE ORDER

VIII. ADJOURNMENT

**Although the meeting is scheduled for 9:00 a.m., it can start anytime thereafter, depending on the length of the Committee meeting preceding it.*

Documents subject to public disclosure that relate to an agenda item for an open session of the Board of Retirement and Board of Investments that are distributed to members of the Boards less than 72 hours prior to the meeting will be available for public inspection at the time they are distributed to a majority of the Board Members at LACERA's offices at 300 N. Lake Avenue, Suite 820, Pasadena, CA 91101, during normal business hours of 9:00 a.m. to 5:00 p.m. Monday through Friday.

Requests for reasonable modification or accommodation of the telephone public access and Public Comments procedures stated in this agenda from individuals with disabilities, consistent with the Americans with Disabilities Act of 1990, may call the Board Offices at (626) 564-6000, Ext. 4401/4402 from 8:30 a.m. to 5:00 p.m. Monday through Friday or email PublicComment@lacera.com, but no later than 48 hours prior to the time the meeting is to commence.

March 23, 2022

Page 4

MINUTES OF THE BOARD OF RETIREMENT FROM A SPECIAL JOINT
MEETING OF THE BOARD OF RETIREMENT

AND THE BOARD OF INVESTMENTS

LOS ANGELES COUNTY EMPLOYEES RETIREMENT ASSOCIATION

300 NORTH LAKE AVENUE, SUITE 810, PASADENA, CALIFORNIA 91101

9:00 A.M., THURSDAY, JANUARY 27, 2022

This meeting was conducted by the Board of Retirement and Board of Investments
under California Government Code Section 54953(e).

PRESENT: William Pryor, Chair and Alternate Safety Member

Shawn Kehoe, Vice Chair

Alan Bernstein, Secretary

Vivian Gray

JP Harris, Alternate Retiree Member

Keith Knox

Wayne Moore

Les Robbins

Antonio Sanchez (Joined the meeting at 9:55 a.m.)

Herman Santos

Gina Zapanta

BOARD OF INVESTMENTS

PRESENT: Herman Santos, Chair

Shawn Kehoe, Secretary

BOARD OF INVESTMENTS (Continued)

Elizabeth Greenwood

Patrick Jones

Joseph Kelly

Keith Knox

Michael Miller

Gina Sanchez

ABSENT: David Green, Vice Chair

STAFF ADVISORS AND PARTICIPANTS

Santos H. Kreimann, Chief Executive Officer

Steven P. Rice, Chief Counsel

Carly Ntoya, Director Human Resources

I. CALL TO ORDER

The meeting was virtually called to order by Chair Pryor at 9:00 a.m.

II. APPROVAL OF MINUTES

A. Approval of the Minutes of the Special Joint Meeting of the Board of Retirement of June 16, 2021

Ms. Gray made a motion, Mr. Knox seconded, to approve the Minutes of the Special Joint Meeting of the Board of Investments of June 16, 2021. The motion passed (roll call) with Messrs. Santos, Bernstein, Moore, Robbins, Kehoe, Knox, Meses. Gray and Zapanta

II. APPROVAL OF MINUTES (Continued)

voting yes. Mr. Sanchez was absent from the vote.

B. Approval of the Minutes of the Special Joint Meeting of the Board of Investments of June 16, 2021

No action was taken on this item by the Board of Retirement.

III. PUBLIC COMMENT

There were no requests from the public to speak.

IV. GOOD OF THE ORDER

There were no items for review.

V. EXECUTIVE SESSION

A. Public Employee Performance Evaluation
(Pursuant to Paragraph (1) of Subdivision (b) of California
Government Code Section 54957)

Title: Chief Counsel

There is nothing to report.

B. Public Employee Performance Evaluation (Mr. Sanchez joined the
meeting at 9:55 a.m.)
(Pursuant to Paragraph (1) of Subdivision (b) of California
Government Code Section 54957)

Title: Chief Executive Officer

There is nothing to report.

VI. ADJOURNMENT

There being no further business to come before the Board, the meeting was adjourned at 11:19 a.m.

ALAN BERNSTEIN, SECRETARY

WILLIAM PRYOR, CHAIR

MINUTES OF THE BOARD OF INVESTMENTS FROM
A SPECIAL JOINT MEETING OF THE BOARD OF RETIREMENT
AND THE BOARD OF INVESTMENTS

LOS ANGELES COUNTY EMPLOYEES RETIREMENT ASSOCIATION
300 NORTH LAKE AVENUE, SUITE 810, PASADENA, CALIFORNIA 91101

9:00 A.M., THURSDAY, JANUARY 27, 2022

This meeting was conducted by the Board of Retirement and Board of Investments
under California Government Code Section 54953(e).

PRESENT: Herman Santos, Chair

Shawn Kehoe, Secretary

Elizabeth Greenwood (Joined the meeting at 9:04 a.m.)

Patrick Jones

Joseph Kelly

Keith Knox

Michael Miller

Gina Sanchez (Joined the meeting at 9:12 a.m.)

ABSENT: David Green, Vice Chair

BOARD OF RETIREMENT

PRESENT: William Pryor, Chair and Alternate Safety Member

Shawn Kehoe, Vice Chair

Alan Bernstein, Secretary

BOARD OF RETIREMENT(Continued)

Vivian Gray

JP Harris, Alternate Retiree Member

Keith Knox

Wayne Moore

Les Robbins

Antonio Sanchez

Herman Santos

Gina Zapanta

STAFF ADVISORS AND PARTICIPANTS

Santos H. Kreimann, Chief Executive Officer

Steven P. Rice, Chief Counsel

Carly Ntoya, Director Human Resources

I. CALL TO ORDER

The meeting was virtually called to order by Chair Pryor at 9:00 a.m.

II. APPROVAL OF MINUTES

A. Approval of the Minutes of the Special Joint Meeting of the Board of Retirement of June 16, 2021

No action was taken on this item by the Board of Investments.

II. APPROVAL OF MINUTES (Continued)

B. Approval of the Minutes of the Special Joint Meeting of the Board of Investments of June 16, 2021

Mr. Kehoe made a motion, Mr. Santos seconded, to approve the Minutes of the Special Joint Meeting of the Board of Investments of June 16, 2021. The motion passed (roll call) with Messrs. Santos, Kelly, Miller, Jones, Kehoe, Knox and Ms. Greenwood voting yes. Ms. Sanchez and Mr. Green were absent from the vote.

II. PUBLIC COMMENT

There were no requests from the public to speak.

III. GOOD OF THE ORDER (Ms. Greenwood joined the meeting at 9:04 a.m.)

There were no items for review.

IV. EXECUTIVE SESSION (Ms. Sanchez joined the meeting at 9:12 a.m.)

A. Public Employee Performance Evaluation
(Pursuant to Paragraph (1) of Subdivision (b) of California
Government Code Section 54957)

Title: Chief Counsel

There is nothing to report.

B. Public Employee Performance Evaluation
(Pursuant to Paragraph (1) of Subdivision (b) of California
Government Code Section 54957)

Title: Chief Executive Officer

There is nothing to report.

January 27, 2022

Page 4

V. ADJOURNMENT

There being no further business to come before the Board, the meeting was adjourned at 11:19 a.m.

SHAWN KEHOE, SECRETARY

HERMAN SANTOS, CHAIR



March 14, 2022

TO: Each Trustee
Board of Retirement
Board of Investments

FROM: Santos H. Kreimann ^{SHK}
Chief Executive Officer

FOR: March 23, 2022, Joint Board of Retirement and Board of Investments Meeting

SUBJECT: **APPROVAL OF LACERA AND BARGAINING UNITS 850 AND 851 TENTATIVE AGREEMENT**

RECOMMENDATION

Direct management to join the Represented Staff Members in signing the Memorandums of Understanding (MOU) incorporating the Tentative Agreements for LACERA Administrative, Technical, Clerical, and Blue-Collar Bargaining Unit (Unit 850) and LACERA Supervisory Bargaining Unit (Unit 851), and request administrative approval from the Los Angeles County Board of Supervisors. The MOUs will be effective upon the LACERA Boards approval through December 31, 2024.

INTRODUCTION

On August 10, 2021, LACERA's Labor Negotiation Team commenced discussions with LACERA Staff Members represented by SEIU Local 721 concerning Successor Agreements to the MOUs that expired on December 31, 2021. Tentative terms of Agreements were successfully negotiated January 14, 2022. Copies of the final proposed MOU changes are attached (Attachment A).

From February 3 to February 11, 2022, the Represented Staff Members held a Ratification Election in which they accepted the terms of the Tentative Agreements. Upon your approval, the Tentative Agreements will be placed in Unit 850 and 851's MOUs to be signed by Representatives of both Negotiation Teams and presented to the Los Angeles County Board of Supervisors for inclusion into the County Ordinance.

BACKGROUND

In May 2000, at the request of the County's Chief Administrative Office (currently known as the Chief Executive Office), the Los Angeles County Employees Relations Commission removed LACERA-Unique Classifications from County Bargaining Units. This action was taken based upon a determination that the County should not be negotiating labor contracts for LACERA Staff Members. New Bargaining Units were formed to cover LACERA Represented Staff Members with the Board of Retirement and Board of Investments assuming the responsibility for bargaining with their Staff Members.

In December 2000, a LACERA Negotiation Team began bargaining with the Staff Members represented by SEIU Local 660. The labor negotiations successfully reached a Tentative Agreement, and the Staff Members held a Ratification Election in which they accepted the tentative terms of the Agreements. On June 13, 2001, LACERA Boards approved the MOUs covering the period of October 1, 2000, through December 31, 2004. On July 17, 2001, the Board of Supervisors administratively approved the MOUs into the County Ordinance.

In October 2004, November 2006, September 2008, April 2011, May 2013, and August 2016, and December 2019, LACERA's Labor Negotiation Teams entered into Negotiations with the Staff Members represented by SEIU Local 721 (formerly Local 660) to reach Successor Agreements.

Each of these Labor Negotiations successfully produced Tentative Agreements by which Staff Members held ratification elections accepting the terms of the Successor Agreements. LACERA Boards have approved the successor MOU Agreements following the initial June 13, 2001, Agreement which have been in effect through the present time.

The current Labor Negotiations commenced as a result of the need for a successor MOU for one whose term was ending December 31, 2021.

TERMS OF TENTATIVE AGREEMENT

The following are the significant terms from the Tentative Agreements that were reached on January 14, 2022, between Management and the Staff Members represented by SEIU Local 721 in Bargaining Units 850 and 851:

1. MOU contract term beginning upon LACERA Boards' approval through December 31, 2024.

2. Staff Members in LACERA's Bargaining Units 850 and 851 shall receive the following salary increases:
 - a) Effective January 1, 2022, an across the board general salary increase of 4%.
 - b) Effective January 1, 2023, an across the board general salary increase of 3%.
 - c) Effective January 1, 2024, an across the board general salary increase of 3%.
3. Effective no later than the third pay period following the Board of Supervisor administrative approval, a one-time bonus of \$1,000 for LACERA staff employed between March 1, 2021 through the date of issuance.

LACERA and SEIU tentatively agreed to the above items in January 2022. These economic items are not dependent on or impacted by SEIU's negotiations with the County of Los Angeles. Therefore, LACERA is not obligated to reopen negotiations should SEIU negotiate more favorable terms with the County. However, any negotiated fringe benefits would impact LACERA.

Language modifications were made to other Provisions of the MOUs to update, provide clarification, and remove obsolete language in the Provisions. The Provisions included the: Usage of Non-FLSA Earned Compensatory, Special Pay Practices, Safety and Health, Work Shifts, Out -of-Class-Assignments, Assignment of Additional Responsibilities, Grievance, Stewards, Dues Deduction Provision and Joint Labor/Management Committee.

Implementation Process

Upon your approval, LACERA's Human Resources and Legal Office will prepare and submit the necessary documentation to the Board of Supervisors for their administrative approval of the MOUs into the County Ordinance.

Recognition

Staff would like to recognize the SEIU Local 721 Negotiators, Renee Anderson and Brandon Price, for their professionalism and dedication in reaching an agreement. Staff would also like to recognize LACERAs' Chief Negotiator, Irma Moisa Rodriguez, whose guidance and knowledge in this process were immeasurable during this negotiation. We also want to recognize the following Staff Members, from both sides of the negotiation

table, who worked together to find common ground and reach agreement on the new LACERA labor contracts:

Management Representatives:

Carly Ntoya

Annette Cleary

Luis Lugo

Laura Guglielmo

John Popowich

Employee Labor Representatives:

Thomas Cohen

La Tonya Robinson

Lindsey Knight

Roxanne Martin

RECOMMENDATION

It is recommended that your Boards:

Direct management to join the Represented Staff Members in signing the MOUs incorporating the Tentative Agreements for LACERA Administrative Technical, Clerical, and Blue-Collar Bargaining Unit (Unit 850) and LACERA Supervisory Bargaining Unit (Unit 851), and request administrative approval from the Los Angeles County Board of Supervisors.

The MOUs will be effective upon both LACERA Boards approval and be in affect through December 31, 2024.

Notwithstanding the foregoing, in the event the Board of Supervisors fails to take all actions necessary to timely implement the successor MOUs, it is understood that LACERA and SEIU may mutually agree to implement appropriate provisions of the MOUs which do not require specific action by the Board of Supervisors.

Attachments: Cost to Fund Worksheet
 Memorandum of Understanding (MOU) Changes

**COST TO FUND
PROPOSED SALARY INCREASES
FOR REPRESENTED STAFF**

APPROXIMATE IMPACT TO LACERA BUDGET OVER TERM OF CONTRACT:

FISCAL YEAR 2021-2022 LACERA BUDGET

TOTAL NET OPERATING BUDGET	\$114,807,000
GROSS SALARIES:	\$ <u>55,175,000</u>
EMPLOYEE BENEFITS:	\$ <u>33,275,000</u>
TOTAL S&EB:	\$ <u>88,450,000</u>

AFFECT ON BUDGET PER FISCAL YEAR

(Based on FY 2021-2022 Budgeted Position Totals)

	<u>2021-2022</u>	<u>2022-2023</u>	<u>2023-2024</u>
Cost Increase to Gross Salaries:	\$ 848,000	\$ 658,000	\$ 678,000
\$1K Salary Bonus	\$ 208,000	\$ 0	\$ 0
Cost Increase to Employee Benefits:	<u>\$ 482,000</u>	<u>\$ 374,000</u>	<u>\$ 385,000</u>
Total S&EB Year-by-Year Increase:	<u>\$1,538,000</u>	<u>\$1,032,000</u>	<u>\$1,063,000</u>
Cumulative S&EB Increase to Gross Operating Budget:	<u>\$1,538,000</u>	<u>\$2,570,000</u>	<u>\$3,634,000</u>

MEMORANDUM OF UNDERSTANDING CHANGES

The following Articles are identical for Bargaining Units 850 and 851. Changes are reflected in bold font and deletions are reflected with strikethrough.

Article 5 - Term, Section 5.1

- 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 ~~February 14, 2019~~ **January 16, 2022**. This MOU shall expire and otherwise be fully terminated at 12:00 midnight on December 31, ~~2021~~ **2024**.

Article 7 - Salary, Sections 7.1 - 7.3

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, ~~2020, an across the board increase of 3.5%. (2.5% salary increase + 1.0% Options Sustainability salary increase)~~ **2022, an across the board increase of 4%.**
- b) Effective January 1, ~~2021~~**2023**, an across the board increase of ~~2.5%~~ **3%.**
- c) Effective January 1, 2024, an across the board increase of 3%.**

~~7.2~~ Salary Steps

~~Effective January 1, 2021, an additional 2.75% step shall be added to the top of the salary schedule for all employees covered under this MOU.~~

~~7.3~~ Memorandum of Understanding Signing **One-Time Bonus**

Upon Board of Supervisors approval of successor MOU all employees covered under this Memorandum of Understanding shall each receive a Lump Sum \$1,000.00 ~~MOU signing bonus (Code 572), to be processed on the earliest~~ **no later than the third** payroll period following Board of Supervisors' approval. **To qualify, employees must have been employed by LACERA as of March 1, 2021, and up to the date of the issuance of the bonus in 2022.**

Article 8 – Usage of Non-FLSA Earned Compensatory Time, Section 8.2

8.2 Usage of Non-FLSA Earned Compensatory Time

- A Employees shall not...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 use within the above period shall be paid to the employee at the straight time rate rather than lost.

Article 9 – Special Pay Practices, Section 9.1, 9.2 and 9.7

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. ~~Effective the first day of the first pay period following approval of this MOU by the LACERA Boards e~~Employees who work an evening shift shall receive a premium of fifty (50) cents per hour.
- C. ~~Effective the first day of the first pay period following approval of this MOU by the LACERA Boards e~~Employees who work a night shift shall receive a premium of seventy-five (75) cents per hour.

9.2 Superior Subordinate Pay

~~Effective the first day of the first pay period following approval of this MOU by the LACERA Boards a~~ 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 his/her 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.

~~9.7 If the Senior Retirement Benefits Specialist classification is reclassified during the term of this agreement they will continue to receive the compensation in 9.3 above.~~

Article 11 – Leaves of Absence, Section 11.7

- A. The parties agree that employees, including registered domestic partners, covered by this MOU are subject to the provision of the ~~State~~ **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).

Article 14 – Safety and Health, Section 14.2

14.2 First Aid Kits

The safety officer or appropriate representative ~~shall will make every reasonable effort to~~ update and to maintain complete first aid kits at all work facilities and to ensure said kits are accessible to employees.

Article 15 – Work Shifts, Section 15.3

15.3 Work Shifts

Employees shall be scheduled to work on regular work shifts having regular starting and ~~quitting~~ **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. ~~Irregular~~ **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.

Article 17 – Out -of-Class-Assignments, Section 17.2

- ~~• Return the employee to an assignment in his/her own class;~~
- ~~• If such return is made within 30 calendar days of the request for relief, no bonus under this article is to be paid; or~~
- **Return the employee to an assignment in his/her own class. If such return is made within 30 calendar days of the request for relief, no bonus under this article is to be paid; or**

Article 21 – Assignment of Additional Responsibilities, Section 21.2

21.2 Any time while the employee is performing additional duties, an employee may make written request for payment of the Additional Responsibilities Bonus. Within ~~ten (10)~~ **thirty (30)** business days LACERA shall notify an employee in writing of the approval or denial of his/her written request for the additional responsibilities bonus. If the request is denied, upon request, the reasons will be given in writing.

Article 23 - Grievance Procedure, Section 23.3

23.3 Responsibilities

1. Local 721 agrees ... satisfactory time.
2. ~~LACERA has the responsibility to:~~
 - a. ~~Inform an employee of any limitation of LACERA's authority to fully resolve the grievance, and~~
 - b. ~~Supply the employee with the necessary information to process his/her grievance to the proper agency or authority~~
3. ~~Local 721 agrees to encourage a~~An employee, who files a formal written grievance **must**, to state clearly and concisely the specific action(s) being grieved, the article(s) violated and the specific remedy requested. ~~If the grievance is returned to the employee, LACERA will state in writing~~ **if the grievance fails to satisfy these requirements, and the reasons the grievance fails to satisfy this requirement.** ~~the reasons for the return.~~ **If the grievance was timely filed, the employee will be given an additional five (5) days to re-submit the grievance at Step 1** ~~new time limits will be established in accordance with 23.7, Step 1, of this grievance procedure.~~

Article 26 - Stewards, Sections 26.4 – 26.8

- 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. ~~Except, however, denial of permission will automatically constitute an extension of the time equal to the amount of the delay.~~ 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 that 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 cognizant~~ supervisor of the nature of the steward's business.
- 26.6 ~~Permission to leave the job will be granted promptly to the employee involved unless such absence would cause an undue interruption of work.~~
- 26.7 ~~Denial of permission will automatically constitute an extension of the time equal to the amount of delay. If the employee cannot be made available, the steward will be~~

~~immediately informed when the employee will be made available. Such time will not be more than 24 hours, excluding Saturday, Sunday and holidays after the time of the stewards request, unless otherwise mutually agreed to.~~

26.8 Local 721 agrees that a steward shall not log compensatory time or ~~premium time~~ **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 38 – Dues Deduction, Sections 38.1, 38.2, and 38.3

~~ARTICLE 38 – DUES DEDUCTION AND AGENCY SHOP~~

~~Section 1. – Deductions and Dues~~

~~It is agreed that Union dues and such other deductions as may be properly requested and lawfully permitted shall be deducted, in accordance with the provisions of applicable State Law, monthly by LACERA from the salary of each employee covered hereby who files with County a written authorization requesting that such deductions be made or who is subject to an automatic Fair Share or Agency Fee deduction pursuant to an agency shop provision.~~

~~Remittance of the aggregate amount of all dues and other proper union deductions made from the salaries of employees covered hereunder shall be made to the Union by LACERA within thirty (30) working days after the conclusion of the month in which said dues and deduction were deducted.~~

~~Sections 2 – Security Clause~~

~~Any employees in this unit who have authorized union dues deductions on the effective date of this Memorandum of Understanding (MOU) or at any time subsequent to the effective date of this MOU shall continue to have such dues deduction made by LACERA during the term of this MOU; provided, however, that any employee in the Unit may terminate such Union dues during the period of August 10 through August 31 of the final year of this MOU, by notifying the Union of their termination of Union dues deduction. Such notification shall be by certified mail and should be in the form of a letter containing the following information; employee name, employee number, job classification, department name and name of Union from which dues deduction are to be cancelled. The Union will provide the County's Auditor-Controller with the appropriate documentation to process these dues cancellations within ten (10) business days after the close of the withdrawal period.~~

~~Sections 3. – Agency Shop Election~~

~~If 30% of the employees represented by this unit are dues paying members of the Union, the Union shall have the right to conduct a secret ballot election at any time of its choosing during the term of this MOU to determine whether a majority of the employees in the Bargaining Unit covered by this MOU are in favor of an agency fee agreement provided in Government Code 3502.5 (a). This election shall be administered by the Employee Relations Commission (ERCOM). The ERCOM shall notify LACERA and the union of the result of the election. The Union shall be responsible for the cost of the election.~~

~~The parties will encourage ERCOM to establish election procedures which are designed to produce the maximum possible participation in the election. However, if less than 20% of the employees in this Bargaining Unit vote in this election, agency shop shall be deemed rejected. If at least 20% of the employees in the Bargaining Unit vote, and a majority of those voting do vote in favor of an agency shop, then the Union shall notify LACERA, and LACERA shall immediately thereafter notify all employees in the Bargaining Unit that they will then be required, as a condition of continued employment, either to join the Union or to pay a Fair Share Fee equal to the union dues or pay the Union an Agency Fee as provided in Government Code Section 3502.5 (a).~~

~~It is mutually agreed by the parties that this Unit shall be covered by the agency shop provisions if a majority of the Unit members so vote at the election. If a majority is not secured by vote, the provisions of maintenance of membership set forth in Section 2 shall apply for the term of the MOU.~~

Section 4

~~If at least 20% of the employees in the Bargaining Unit vote, and a majority of those voting do vote in favor of an agency shop, the following provisions of this Section 4. shall apply:~~

A. Agency Shop Defined

~~It is mutually agreed by the parties that the term "agency shop" means that every employee represented by this Unit shall, as a condition of continued employment, either join the certified majority representative organization; or pay the organization a fair Share Fee equal to union dues; or pay an Agency Shop Fee; or pay a sum equal to the Agency Shop Fee to a non-religious, and non-labor charitable fund exempt from taxation under Section 501c (3) of the Internal Revenue Service Code for the duration of this MOU, or a period of three years from the effective date of this MOU, whichever comes first.~~

B. Religious Objections

~~An employee, who is a member of a bona fide religion, body, or sect which as historically held conscientious objection to joining or financially supporting public employee organizations, shall not be required to join or financially support the Union. Such employee shall, in lieu of periodic dues or Fair Share Fees, pay sums equal to Agency~~

~~Shop Fees to a non-religious, and non-labor charitable fund exempt from taxation under Section 501c(3) of the Internal Revenue Service Code. Such sums shall be paid through payroll deduction to eligible charitable agencies available through the Los Angeles Charitable Giving Program.~~

C. ~~Agency Shop~~

~~It is mutually agreed by the parties that this Unit is an agency Shop Unit.D.~~

~~Rescission~~

~~It is mutually agreed by the parties that the Agency Shop provisions in this MOU may be rescinded by the majority vote of all the employees represented by this Unit under procedures established by the ERCOM. In the event such rescission should take place, then the procedures as described in Section 1 and 2 shall prevail. There can only be a maximum of one election during the term of this MOU.~~

E. ~~Union Responsibilities Hudson Notice~~

~~The Union agrees to provide notice and maintain constitutionally acceptable procedures to enable non-member agency shop fee payers to meaningfully challenge the propriety of the use of agency shop fees as provided for in Chicago Teacher Union, Local No. 1, AFT, AFL-CIO et al. v. Hudson, 106 S. Ct. 1066 (1986). Such notice and procedures shall be provided to non-member agency shop fee payers for each year that the agency shop agreement is in effect.~~

F. ~~Implementation~~

~~Any employee hired by LACERA subject to this MOU on or after the date of implementation of this Article, shall be provided, through LACERA, with a notice advising that LACERA has entered into an Agency Shop agreement with the Union and that all employees subject to the MOU must either join the Union; pay a Fair Share Fee equal to union dues; or pay an Agency Fee to the Union; or execute a written declaration claiming a religious exemption from this requirement. Such notice shall include a payroll deduction of union dues, Fair Share Fees, Agency Shop Fees or execution of a written declaration claiming a religious exemption from this requirement. Said employee shall have thirty (30) working days following the initial date of employment to fully execute the authorization form of his/her choice and return said form to the Union or LACERA Human Resources Office. If the form is not completed and returned within thirty (30) working days, the County Auditor-Controller shall commence and continue a payroll deduction of a Fair Share Fee equal to Union dues from the regular pay warrants of such employee.~~

~~The effective date of deduction Union dues, Fair Share Fees, Agency Shop Fees, or charitable contributions shall be the first pay period following thirty (30) working days of employment or the pay period this Article becomes implemented for current employees, whichever is later.~~

~~G. List of New Employees/Separations~~

~~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 list shall contain the name, date of hire into the Unit, salary, classification, and work location of all employees who enter the Bargaining Unit and are subject to this MOU.~~

~~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 unit.~~

~~H. Indemnification Clause~~

~~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.~~

- 38.1 It is agreed that 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 liability of any nature which may arise as a result of the application of the provisions of this Article.**

Article 40 – Joint Labor/Management Committee, Sections 40.4

- 40.3 The committee may also make advisory recommendation to the Executive Officer, or designated representative, for consideration.**



March 14, 2022

TO: Each Trustee
Board of Retirement
Board of Investments

FROM: Santos H. Kreimann ^{SHK}
Chief Executive Officer

FOR: March 23, 2022, Joint Board of Retirement and Board of Investments Meeting

SUBJECT: **NON-REPRESENTED AND MANAGEMENT STAFF PROPOSED SALARY ADJUSTMENTS**

RECOMMENDATION

Grant approval of General Salary Increases for Non-Represented and Management Appraisal and Performance Plan (MAPP) Classifications at the same level as those granted to Represented Staff Members for Calendar Years 2022, 2023, and 2024 and approve the \$1,000 Lump Sum Bonus; and

Direct Management to request administrative approval from the Los Angeles County Board of Supervisors to include the General Salary increases in the County Ordinance.

This salary adjustment recommendation excludes LACERA's Chief Executive Officer classification which salary is determined independently by LACERA Boards.

BACKGROUND

Your Boards, having been asked to approve Salary Adjustments through December 31, 2024, for LACERA Represented Staff Members, are asked to turn your attention to salary matters concerning LACERA's Non-Represented Staff Members and MAPP Participants. Subject to your Boards approval of the Tentative Agreements of the Memorandum of Understandings (MOU), LACERA and SEIU Local 721 have agreed that LACERA Represented Employees will receive General Salary Increases as follows:

1. Effective January 1, 2022, salaries shall be increased by four percent (4%),
2. Effective January 1, 2023, salaries shall be increased by three percent (3%),

3. Effective January 1, 2024, salaries shall be increased by three percent (3%), and,
4. Effective no later than the third pay period following the Board of Supervisors administrative approval, a one-time bonus of \$1,000 for LACERA staff employed between March 1, 2021 through the date of issuance.

Historically LACERA has positioned its Non-Represented and MAPP Salaries closely to the negotiated adjustments for the Represented Staff Members. As such, Staff recommends the same General Salary Increases and one-time bonus as identified above for the Non-Represented and MAPP Staff Members.

The Salary Adjustments and Lump Sum Bonus are recommended to bring parity between the LACERA Represented and Non-Represented/MAPP Salary Increases and to maintain appropriate salary differentials between the Represented and Non-Represented/MAPP Staff Members.

Staff is confident these salary increases will support LACERA's ability to attract and retain qualified Staff Members to fulfill our mission to "Produce, Protect and Provide the Promised Benefit." The proposed increases are reasonable with regard to the pay increases provided our Represented Staff Members and with regard to the active LACERA members whom we serve.

Implementation Process

Upon your approval, LACERA Human Resources and Legal Office will prepare and submit the necessary documentation to the Board of Supervisors for its administrative approval into the County Ordinance.

RECOMMENDATION

It is recommended that your Boards:

Grant approval of General Salary Increases for Non-Represented and Management Appraisal and Performance Plan (MAPP) Classifications at the same level as those granted to Represented Staff Members for Calendar Years 2022, 2023, and 2024 and approve the \$1,000 Lump Sum Bonus; and Direct Management to request administrative approval from the Los Angeles County Board of Supervisors to include the General Salary increases in the County Ordinance.

Attachment: Cost to Fund Worksheet (For Non-Represented and Management Staff)

**COST TO FUND
PROPOSED SALARY INCREASES
FOR NON-REPRESENTED & MANAGEMENT (MAPP) STAFF**

APPROXIMATE IMPACT TO LACERA BUDGET OVER TERM OF CONTRACT:

FISCAL YEAR 2021-2022 LACERA BUDGET

TOTAL NET OPERATING BUDGET	\$114,807,000
GROSS SALARIES:	\$ <u>55,175,000</u>
EMPLOYEE BENEFITS:	\$ <u>33,275,000</u>
TOTAL S&EB:	\$ <u>88,450,000</u>

AFFECT ON BUDGET PER FISCAL YEAR

(Based on FY 2021-2022 Budgeted Position Totals)

	<u>2021-2022</u>	<u>2022-2023</u>	<u>2023-2024</u>
Cost Increase to Gross Salaries:	\$1,411,000	\$1,101,000	\$1,134,000
\$1K Salary Bonus	\$ 170,000	\$ 0	\$ 0
Cost Increase to Employee Benefits:	<u>\$ 802,000</u>	<u>\$ 625,000</u>	<u>\$ 644,000</u>
Total S&EB Year-by-Year Increase:	<u>\$2,383,000</u>	<u>\$1,726,000</u>	<u>\$1,780,000</u>
 Cumulative S&EB Increase to Gross Operating Budget:	 <u>\$2,383,000</u>	 <u>\$4,109,000</u>	 <u>\$5,889,000</u>



March 14, 2022

TO: Each Trustee,
Board of Retirement
Board of Investments

FROM: Carly Ntoya, Ph.D. *CN*
Director Human Resources

FOR: March 23, 2022 Joint Board of Retirement and Board of Investments Meeting

SUBJECT: Approval of Secretarial Classification/Compensation Changes

RECOMMENDATION

It is recommended that the proposed classification and compensation changes be approved for implementation for the existing Senior Management Secretary classification by the Board of Retirement and Board of Investments.

SUMMARY OF PROPOSED CLASSIFICATION AND COMPENSATION CHANGES

Action	Current Classification Title	Current Sal Sch (1/1/2021)	New Classification Title	New Sal Sch	% Increase
Title/Sal Change	Sr. Management Secretary, LACERA (Item 0441)	97G NM	Senior Legal Secretary, LACERA	99B NM	4.3%

BACKGROUND

On December 15, 2021, the Joint Organizational Governance Committee (JOGC) approved moving forward with implementation of the following Secretarial Study recommendations:

- Classification and Compensation changes for existing Executive Secretary, LACERA; Secretary, LACERA; Senior Secretary, LACERA; and Management Secretary, LACERA classifications
- Creation of a new Senior Legal Secretary, LACERA classification

LACERA Human Resources previously recommended title/salary changes to existing secretarial classifications except for one Senior Management Secretary, LACERA

March 14, 2022

Re: Secretarial Classification/Compensation Changes

Page 2 of 4

position in the Investment Division. The Secretarial Study recommended changing the Senior Management Secretary, LACERA classification to Senior Legal Secretary, LACERA; however, such a classification change would not reflect the Senior Management Secretary, LACERA duties and responsibilities in the Investments Division as detailed in the study findings. Since the new Senior Legal Secretary, LACERA classification is specific to supporting the work activities of an attorney, it would be inappropriate to continue allocating this position to the Investment Division. Following a review of the administrative support needs of the Investments Division, a more appropriate position will be identified and allocated during the budget process.

A classification title and compensation change affects every staff member holding the related payroll title. Once title and salary changes are implemented by the County of Los Angeles Board of Supervisors, the County updates eHR and the changes are automatically applied to all incumbents holding the title in the payroll system. As such, it was recommended to create a new Senior Legal Secretary, LACERA classification and red tag the Senior Management Secretary, LACERA classification for deletion once the position became vacant through attrition, which occurred on January 31, 2022.

On February 2, 2022 and February 9, 2022, the Board of Retirement and Board of Investments approved moving forward with the recommended classification and compensation changes related to secretarial classifications, with the exception of the Senior Management Secretary, LACERA to allow the Investments Division to evaluate operational and administrative needs. Investments Division intends to request an appropriate level administrative position in place of the Senior Management Secretary, LACERA through the budget process that takes into account the addition of a new Deputy Chief Investment Officer (DCIO).

Therefore, in accordance with Civil Service Rule 5.01, in lieu of creating a new classification, a title and compensation change to the existing Senior Management Secretary, LACERA, to Senior Legal Secretary, LACERA is recommended.

PREVIOUSLY PROPOSED CLASSIFICATION AND COMPENSATION CHANGES

Action	Current Classification Title	Current Sal Sch	New Classification Title	New Sal Sch	% Increase
Title Change	Executive Secretary, LACERA (Item 0442)	101G NM	Executive Administrative Assistant, LACERA	-	0%
New Class			Senior Legal Secretary, LACERA	99B NM	4.3%
-	Sr Management Secretary, LACERA (Item 0441)	97G NM	<i>Red-Tagged for Deletion</i>	-	0%
Title/Sal Change	Management Secretary, LACERA (0440)	93G NM	Legal Secretary, LACERA	94H NM	3%

March 14, 2022

Re: Secretarial Classification/Compensation Changes

Page 3 of 4

Title/Sal Change	Senior Secretary, LACERA (Item 0439)	89G NM	Senior Administrative Assistant, LACERA	90F NM	2.5%
Title/Sal Change	Secretary, LACERA (0438)	83D NMVO	Administrative Assistant, LACERA	84C NMVO	2.5%

REVISED PROPOSED CLASSIFICATION AND COMPENSATION CHANGES

Action	Current Classification Title	Current Sal Sch (1/1/2021)	New Classification Title	New Sal Sch	% Increase
Title Change	Executive Secretary, LACERA (Item 0442)	101G NM	Executive Administrative Assistant, LACERA	-	0%
Title/Sal Change	Sr Management Secretary, LACERA (Item 0441)	97G NM	Senior Legal Secretary, LACERA	99B NM	4.3%
Title/Sal Change	Management Secretary, LACERA (0440)	93G NM	Legal Secretary, LACERA	94H NM	3%
Title/Sal Change	Senior Secretary, LACERA (Item 0439)	89G NM	Senior Administrative Assistant, LACERA	90F NM	2.5%
Title/Sal Change	Secretary, LACERA (0438)	83D NMVO	Administrative Assistant, LACERA	84C NMVO	2.5%

PROCEDURE FOR ESTABLISHING CLASSIFICATIONS AND PAY RANGES

LACERA provides Local 721 a meet and consult notice regarding new classifications of which the primary duties are derived from represented classifications. The Senior Management Secretary, LACERA classification is not represented.

Upon approval from the Board of Retirement and Board of Investments, Human Resources (HR) will prepare a memorandum to the Los Angeles County's Chief Executive Office (LACCEO) which will include the class specification and salary schedule. The LACCEO Class and Compensation staff will review the submitted documents to assure all necessary information is provided in order to revise the classification title and salary schedule in the County's Payroll System. HR staff, with the LACERA Legal Office's oversight, will prepare and submit an ordinance amending Sections 6.28.050 and 6.127.010 of LACERA's Salary Code to the Los Angeles County Counsel's Office and the Board of Supervisors for adoption. This action will modify the classification titles, class descriptions, and/or compensation of the existing Senior Management Secretary, LACERA.

BUDGET IMPACT

Implementation of the study findings as recommended will result in an annual budget increase of \$98,999.24 as shown in **Attachment A**.

March 14, 2022

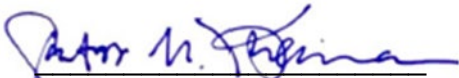
Re: Secretarial Classification/Compensation Changes

Page 4 of 4

RECOMMENDATION

That the Boards approve the proposed classification and compensation change for implementation for the existing Senior Management Secretary, LACERA classification.

Reviewed and Approved:



Santos H. Kreimann
Chief Executive Officer

Attachments

cc: Steven P. Rice
Luis A. Lugo
Laura Guglielmo
JJ Popowich

Secretarial Study
SUMMARY

No. of Pos	Budgeted Position	CURRENT SALARY (1/1/21)			Proposed New Titles	LACERA PROPOSED SALARY			LA COUNTY COMPARABLE (1/1/2021)*				FLSA?	BUDGET IMPACT			% Change	
		Sch	Max Salary	Annual		Sch	Max Salary	Annual	Position Title	Sch	Max Salary	Annual		Per Position	With Benefits	Total		
		2	Executive Board Assistant	104K NM		\$ 9,425.00	\$ 113,100.00	Executive Board Assistant positions were not part of this study. Listed for reference only.										
2	Executive Secretary	101G NM	\$ 8,624.64	\$ 103,495.68	Executive Administrative Assistant	101G NM	\$ 8,624.64	\$ 103,495.68	Executive Secretary III	100G NMO	\$8,624.64	\$ 103,495.68	Yes	\$ -	\$ -	\$ -	0.0%	
8	Senior Management Secretary	97G NM	\$ 7,738.55	\$ 92,862.60	Senior Legal Secretary	99B NM	\$ 8,069.09	\$ 96,829.08	Senior Management Secretary IV	98G NMO	\$8,169.55	\$ 98,034.60	Yes	\$ 3,966.48	\$ 6,148.04	\$ 49,184.35	4.3%	
2	Management Secretary	93G NM	\$ 6,942.55	\$ 83,310.60	Legal Secretary	94H NM	\$ 7,150.82	\$ 85,809.84	Management Secretary IV	94G NMO	\$7,329.55	\$ 87,954.60	Yes	\$ 2,499.24	\$ 3,873.82	\$ 7,747.64	3.0%	
11	Senior Secretary	89G NM	\$ 6,229.18	\$ 74,750.16	Senior Administrative Assistant	90F NM	\$ 6,384.54	\$ 76,614.48	Senior Secretary III	88G NMO	\$6,229.18	\$ 74,750.16	Yes	\$ 1,864.32	\$ 2,889.70	\$ 31,786.66	2.5%	
4	Secretary	83D NMVO	\$ 5,547.18	\$ 66,566.16	Administrative Assistant	84C NMVO	\$ 5,685.36	\$ 68,224.32	Secretary III	80E NMVO	\$5,126.91	\$ 61,522.92	Yes	\$ 1,658.16	\$ 2,570.15	\$ 10,280.59	2.5%	
29	TOTAL NUMBER OF POSITIONS																	\$ 98,999.24

*NOTE: LA County comparables identified by CPS.

LAST UPDATE: 6/17/2021

CLASSIFICATION TITLE: ~~Senior Management Legal~~ Secretary, LACERA

ITEM NO: 0441

DEFINITION:

~~Provide high-level specialized technical legal secretarial support to a LACERA legal division by completing difficult and highly complex legal administrative tasks. Acts as secretary to the Board of Retirement, Board of Investments, Chief Legal Counsels or the Chief Investment Officer of the Los Angeles County Employees Retirement Association (LACERA).~~

POSITION INFORMATION:

~~Positions allocable to this advanced journey-level class specialize in supporting a LACERA legal office by performing technical legal administrative duties within the division. Incumbents receive highly complex assignments, often without established procedures or protocols and requiring a great deal of independent judgment, discretion, confidentiality, and specialized technical legal knowledge and skills. Work is often performed under tight time constraints and deadlines.~~

~~These positions require knowledge of LACERA organizational by-laws and applicable governmental rules and regulations; familiarity with legal terminology and applicable legislation; LACERA policies, procedures, and practices; general and technical legal administrative principals, practices, and standards; modern office equipment and software operations; procedures for classifying and indexing files to statutory codes; and protection of confidential and sensitive information.~~

~~Senior Legal Secretary, LACERA is distinguished from Legal Secretary, LACERA in that the latter performs routine duties that may be of a complex nature, with greater oversight, guidance, and approval from supervisor and with some independence, whereas the Senior Legal Secretary utilizes specialized technical legal knowledge to independently perform complex and difficult assignments.~~

~~The Legal Secretary, LACERA series is distinguished from the Administrative Assistant, LACERA and Staff Assistant, LACERA series in that the former requires specialized technical legal knowledge and skills in addition to administrative knowledge and skills.~~

~~The Legal Secretary, LACERA series is distinguished from the Clerk, LACERA and Typist-Clerk, LACERA series in that the latter perform primarily clerical duties requiring highly specialized knowledge of a particular function, with or without skilled typing.~~

~~All classes in the Secretarial Group perform duties composed of essentially the same basic activities and operations. Positions in these classes are allocated when the work of the supervisor requires full-time personal secretarial assistance. The level of secretary allocated is related primarily to the level of supervisor served.~~

EXAMPLES OF ESSENTIAL JOB FUNCTIONS:

The following examples are intended to describe the general nature and level of work performed by persons assigned to each classification. Depending on the assignment, duties may include, but are not limited to the following:

Provides specialized technical administrative support to LACERA Legal Divisions.

Handles highly confidential and sensitive interactions, information and processes with exceptional customer service, tact, and judgment and diffuses difficult or emotional situations.

Answers telephones, screens, and greets callers and in-house guests.

Facilitates problem solving by resolving issues, if possible, or directing to appropriate person/division for resolution.

Prepares correspondence, briefs, pleadings, contracts, warrants, summonses, complaints, indictments, motions, subpoenas, amendments, exhibits, legal forms, and other legal documents for filing and serving. May submit completed documents to court if applicable.

Performs technical work under the oversight of staff attorney or professional legal analyst.

Proofreads, edits, checks citations for accuracy and ensures they are to code.

Manages calendars, coordinates and schedules arrangements, appointments and travel including airfare, accommodations, and transportation; tracks time and attendance for assigned area; assists with payroll processing; and reconciles and tracks expense reimbursements and invoices for payment.

Initiates contact with interested parties to obtain missing case file documentation. May interview case witnesses.

Organizes and schedules division meetings, conferences, and hearings, including creating agendas, arranging meeting locations, inviting participants, taking accurate and concise minutes, and arranging refreshments, if applicable and tracking attendance.

Manages records by classifying, indexing, and archiving files and folders, preparing files for closing, scanning, copying, and tracking.

Maintains law library resources.

Provides back-up support to other Legal Secretaries, legal projects, or processes.

May conduct initial case file research under the supervision and guidance of Staff Counsel; speaks to members, pro per members or witnesses; searches databases for missing case information and gathers missing data for attorney review.

May supervise or lead other Legal Secretaries or special projects within the Division.

May provide additional support to Division Managers and Executive Office in overseeing division expenses such as reporting, budget management (tracking, analyzing, reporting and forecasting), reconciling credit cards, processing expense reimbursements and invoices for payment, acting as liaison with Accounting or other divisions of interest.

May arrange for case file documentation to be delivered to court or file court documents electronically according to statutory requirements and timeframes.

May coordinate delivery of Administrative Record to Superior Court and outside counsel.

May oversee time tracking for division, process timecards, track, and schedule time off.

Performs other projects and duties as assigned to further the objectives of the organization. ~~On behalf of the supervisor served:~~

~~Replies to personal and other correspondence, composing letters with or without dictation.~~

~~Screens office and telephone callers, meets the public, makes appointments, and arranges conferences and speaking engagements.~~

~~Directs callers to other departments and officials or to other individuals, divisions, or sections of the department where assigned.~~

~~Takes care of day-to-day inquiries or problems wherever possible.~~

~~Secures information on the status of pending matters, and reasons for delay in the completion of projects.~~

~~Maintains office files and records, including those of a confidential nature.~~

~~Performs confidential and personal services, as requested.~~

~~Recognizes the need for revisions in office, clerical, and secretarial procedures, and makes recommendations regarding such changes.~~

~~May assign and supervise the work of other employees.~~

REQUIREMENTS:

TRAINING AND EXPERIENCE:

OPTION 1: Three (3) years of increasingly responsible and highly complex legal secretary experience at the level of Legal Secretary, LACERA.

OPTION 2: Five (5) years of increasingly responsible and highly complex legal secretary experience working in a law office.

~~One (1) year's complex and highly responsible secretarial experience at the level of Los Angeles County's class of Secretary V, Senior Secretary III, Senior Secretary IV, Management Secretary I, Management Secretary II, or Senior Stenographic Secretary~~

~~-OR-~~

~~One (1) year's experience at the level of Staff Assistant I, LACERA assisting the manager of a line operation~~

~~-OR-~~

~~Two (2) years highly responsible secretarial experience at the level of Los Angeles County's class of Secretary III, Secretary IV, Senior Secretary I, Senior Secretary II or Intermediate Stenographic Secretary.~~

KEYBOARDING SKILL: ~~40 net words per minute.~~

LICENSE: ~~A valid California Class C Driver License or the ability to utilize an alternative method of transportation when needed to carry out job-related essential functions.~~

SPECIALTY REQUIREMENTS:

~~Specialized examinations may include:~~

~~Stenography Skill: Dictation rate of 80 words per minute.~~

PHYSICAL CLASS II - Light physical effort which may include occasional light lifting to a 10 pound limit, and occasional bending, walking, stooping or squatting. Incumbents sit for extended periods of time. Work is performed in an office environment in a controlled climate.

LAST UPDATE: 6/17/20212

CLASSIFICATION TITLE: Senior Legal Secretary, LACERA

ITEM NO: 0441

DEFINITION:

Provide high-level specialized technical legal secretarial support to a LACERA legal division by completing difficult and highly complex legal administrative tasks.

POSITION INFORMATION:

Positions allocable to this advanced journey-level class specialize in supporting a LACERA legal office by performing technical legal administrative duties within the division. Incumbents receive highly complex assignments, often without established procedures or protocols and requiring a great deal of independent judgment, discretion, confidentiality, and specialized technical legal knowledge and skills. Work is often performed under tight time constraints and deadlines.

These positions require knowledge of LACERA organizational by-laws and applicable governmental rules and regulations; familiarity with legal terminology and applicable legislation; LACERA policies, procedures, and practices; general and technical legal administrative principals, practices, and standards; modern office equipment and software operations; procedures for classifying and indexing files to statutory codes; and protection of confidential and sensitive information.

Senior Legal Secretary, LACERA is distinguished from Legal Secretary, LACERA in that the latter performs routine duties that may be of a complex nature, with greater oversight, guidance, and approval from supervisor and with some independence, whereas the Senior Legal Secretary utilizes specialized technical legal knowledge to independently perform complex and difficult assignments.

The Legal Secretary, LACERA series is distinguished from the Administrative Assistant, LACERA and Staff Assistant, LACERA series in that the former requires specialized technical legal knowledge and skills in addition to administrative knowledge and skills.

The Legal Secretary, LACERA series is distinguished from the Clerk, LACERA and Typist-Clerk, LACERA series in that the latter perform primarily clerical duties requiring highly specialized knowledge of a particular function, with or without skilled typing.

EXAMPLES OF ESSENTIAL JOB FUNCTIONS:

The following examples are intended to describe the general nature and level of work performed by persons assigned to each classification. Depending on the assignment, duties may include, but are not limited to the following:

Provides specialized technical administrative support to LACERA Legal Divisions.

Handles highly confidential and sensitive interactions, information and processes with exceptional customer service, tact, and judgment and diffuses difficult or emotional situations.

Answers telephones, screens, and greets callers and in-house guests.

Facilitates problem solving by resolving issues, if possible, or directing to appropriate person/division for resolution.

Prepares correspondence, briefs, pleadings, contracts, warrants, summonses, complaints, indictments, motions, subpoenas, amendments, exhibits, legal forms, and other legal documents for filing and serving. May submit completed documents to court if applicable.

Performs technical work under the oversight of staff attorney or professional legal analyst.

Proofreads, edits, checks citations for accuracy and ensures they are to code.

Manages calendars, coordinates and schedules arrangements, appointments and travel including airfare, accommodations, and transportation; tracks time and attendance for assigned area; assists with payroll processing; and reconciles and tracks expense reimbursements and invoices for payment.

Initiates contact with interested parties to obtain missing case file documentation. May interview case witnesses.

Organizes and schedules division meetings, conferences, and hearings, including creating agendas, arranging meeting locations, inviting participants, taking accurate and concise minutes, and arranging refreshments, if applicable and tracking attendance.

Manages records by classifying, indexing, and archiving files and folders, preparing files for closing, scanning, copying, and tracking.

Maintains law library resources.

Provides back-up support to other Legal Secretaries, legal projects, or processes.

May conduct initial case file research under the supervision and guidance of Staff Counsel; speaks to members, pro per members or witnesses; searches databases for missing case information and gathers missing data for attorney review.

May supervise or lead other Legal Secretaries or special projects within the Division.

May provide additional support to Division Managers and Executive Office in overseeing division expenses such as reporting, budget management (tracking, analyzing, reporting and forecasting), reconciling credit cards, processing expense reimbursements and invoices for payment, acting as liaison with Accounting or other divisions of interest.

May arrange for case file documentation to be delivered to court or file court documents electronically according to statutory requirements and timeframes.

May coordinate delivery of Administrative Record to Superior Court and outside counsel.

May oversee time tracking for division, process timecards, track, and schedule time off.

Performs other projects and duties as assigned to further the objectives of the organization.

REQUIREMENTS:

TRAINING AND EXPERIENCE:

OPTION 1: Three (3) years of increasingly responsible and highly complex legal secretary experience at the level of Legal Secretary, LACERA.

OPTION 2: Five (5) years of increasingly responsible and highly complex legal secretary experience working in a law office.

KEYBOARDING SKILL: 40 net words per minute.

LICENSE: A valid California Class C Driver License or the ability to utilize an alternative method of transportation when needed to carry out job-related essential functions.

PHYSICAL CLASS II - Light physical effort which may include occasional light lifting to a 10 pound limit, and occasional bending, walking, stooping or squatting. Incumbents sit for extended periods of time. Work is performed in an office environment in a controlled climate.



March 16, 2022

TO: Each Trustee
Board of Retirement
Board of Investments

FROM: William Pryor, Chair
Board of Retirement

Herman B. Santos, Chair
Board of Investments

FOR: March 23, 2022 Joint Board of Retirement and Board of Investments Meeting

SUBJECT: Chief Executive Officer Compensation

RECOMMENDATION

That the Board of Retirement and the Board of Investments discuss and approve a merit increase for the Chief Executive Officer, Santos H. Kreimann, effective October 1, 2021.

The Board of Retirement and the Board of Investments approve a 4% cost of living adjustment (COLA) for the Chief Executive Officer, Santos H. Kreimann, effective January 1, 2022, should all LACERA staff receive a COLA.

LEGAL AUTHORITY

Los Angeles County Salary Ordinance Section 6.127.030 B

2. Salary Adjustment. Notwithstanding Section 6.08.330 E, adjustments to the base salary of a person designated to act as retirement administrator pursuant to Section 6.127.020 of this code may be made by the boards of retirement and investments and shall take effect when designated by the boards. Such adjustments need not fall within the designated person's Salary Range.

The Brown Act provides in Government Code Section 54953(c) (3) that action on senior executive compensation must be taken in open session and that a summary of the terms of the compensation, including benefits, must be orally announced before final action is taken.

DISCUSSION

The discussions regarding the performance evaluation for Santos H. Kreimann, Chief Executive Officer, occurred during the Joint Board of Retirement and Board of Investments closed session on January 27, 2022. At that time, Mr. Kreimann provided his self-evaluation.

Mr. Kreimann's performance during the evaluation period exceeded Board performance standards. Therefore, a merit increase is appropriate. LACERA's Tier I MAPP Participants whose performance exceeded standards received a merit increase. Historically, the Boards have approved a merit increase for the Chief Executive Officer to mirror the increase provided to staff. Similarly, should all LACERA staff receive a 4.0% cost of living adjustment effective January 1, 2022, the Board Chairs consider it equitable that Mr. Kreimann also receive this salary adjustment.

This, in addition to Mr. Kreimann's leadership and service, is the foundation of our recommendations.

**FOR INFORMATION ONLY**

Date: March 14, 2022

To: Each Trustee
Board of Retirement
Board of Investments

From: Santos H. Kreimann *SHK*
Chief Executive Officer

Subject: **Tier I Merit Salary Adjustment and Tier II Step Advancement**

This memo is to notify the Board Trustees that merit increases for LACERA's eligible Tier I Management Appraisal and Performance Plan (MAPP) participants rated as 3-Meeting Expectations (1.5%), 4-Exceeding Expectations (3.0%), and 5-Far Exceeding Expectations (5%) have been approved, these merit salary adjustments will be effective retroactively to October 1, 2021.

Eligible Tier II MAPP managers rated as 3-Meeting Expectations, 4-Exceeding Expectations and 5-Far Exceeding Expectations will receive an annual step increase ranging from 1.5% if the employee is on or above Level 12 of the salary schedule, or 3% for participants that are below Level 12 of the salary schedule. The Tier II MAPP salary adjustments will also be effective retroactively to October 1, 2021.

Once the new labor agreement with SEIU is considered and approved by the Boards, we plan to extend the same 4.0% Cost-of-Living Adjustment (COLA) benefit to our Tier I and Tier II MAPP employees. The COLA will be effective as of January 1, 2022, for both our represented and non-represented employees.

The total cost of the anticipated Tier I and Tier II merit adjustments are estimated to total \$411,000. Sufficient budgetary resources are available in the FY 2021-22 LACERA operating budget to absorb these salary and employee benefit increases.

I want to recognize all the hard work by our managers and staff in meeting the mission of the office and continuing to provide exceptional customer service to our members during these challenging times.

c: Executive Team