MEMORANDUM OF UNDERSTANDING
FOR JOINT SUBMISSION TO THE CITY COUNCIL
REGARDING THE
EQUIPMENT OPERATION AND LABOR EMPLOYEES REPRESENTATION UNIT
(MOU #4)

This

MEMORANDUM OF UNDERSTANDING

made and entered into this 4th day of December, 2015

BY AND BETWEEN THE

CITY OF LOS ANGELES

AND THE

SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 721

July 1, 2015 – June 30, 2018

TABLE OF CONTENTS

ARTICLE	TITLE	PAGE
1.0	**GENERAL PROVISIONS**	
1.1	Recognition	1
1.2	Parties to Memorandum of Understanding	1
1.3	Implementation of Memorandum of Understanding (MOU)	1
1.4	Obligation to Support	2
1.5	Term	2
1.6	Calendar for Successor MOU	2
1.7	Nondiscrimination	2
1.8	Full Understanding	3
1.9	Provisions of Law and Separability	3
1.10	No Strike – No Lockout	3
2.0	**UNION SECURITY**	
2.1	Unit Information	4
2.2	Union Security	4
2.3	Agency Shop	5
2.4	Work Access	8
2.5	Use of City Facilities	8
2.6	Bulletin Boards	9
2.7	Actions by ERB	9
2.8	Employee Relations	9
2.9	Political Action Committee	9
2.10	Contracting of Unit Work	10
3.0	**GRIEVANCE**	
3.1	Grievance Procedure	12
3.2	Union Stewards	18
4.0	**ON THE JOB**	
4.1	Safety	19
4.2	Personnel Folders	20
4.3	Rest Periods	21
4.4	Performance Evaluations	21
4.5	Credit for Training	21
4.6	Part-time Employment	22
4.7	Procurement of Materials	27
5.0	**COMPENSATION**	
5.1	Overtime	27
5.2	Overtime Meal Allowance	29
5.3	Call Back Pay	29
5.4	Acting Pay Assignment	30

TABLE OF CONTENTS

ARTICLE	TITLE	PAGE
5.0	**COMPENSATION (continued)**	
5.5	Out-of-Class Assignment	31
5.6	Travel Allowance	31
5.7	Early Report Pay	32
5.8	Stand-by Pay	32
5.9	Bilingual Differential	33
5.10	Salaries	34
5.11	Lead Pay Assignment	39
5.12	Temporary Assignment to Operate Construction Equipment	39
5.13	Shift Differentials	40
5.14	Sign Language Premium Pay	40
6.0	**BENEFITS**	
6.1	Health/Dental and Flex Benefits Program	41
6.2	Union-Sponsored, Supplemental Insurance Programs	45
6.3	Holidays and Holiday Pay	46
6.4	Uniforms and Maintenance Allowances	48
6.5	Rain Gear	53
6.6	Employee Benefits	53
6.7	Employee Assistance Program	56
6.8	Family and Medical Leave	57
6.9	Temporary Disability: Workers' Compensation (IOD)	64
6.10	Vacation	64
7.0	**TIME OFF**	
7.1	Jury Service	65
7.2	Civic Duty	66
7.3	Employment Opportunities	66
8.0	**RETIREMENT**	
8.1	Retirement Benefits	67
9.0	**MISCELLANEOUS**	
9.1	Definition of Emergency	70
9.2	License Fees	70
10.0	**UNION RELEASE TIME**	
10.1	Union Release Time	70
11.0	**SERVICE AND WORKFORCE**	
11.1	Service and Workforce Restoration	72

TABLE OF CONTENTS

ARTICLE **TITLE** **PAGE**

APPENDICES

Appendix A – Operative July 1, 2015
Appendix B – Operative December 13, 2015
Appendix C – Operative June 25, 2017
Appendix D – Operative January 7, 2018
Salary Notes
Attachment 1a
Attachment 1b

LETTERS OF AGREEMENT/INTENT

- Wastewater Collection Worker II Recruitment and Retention
- Uniforms and Uniform Allowance - Animal Keeper – Zoo Department
- Bus Operators – Group VI Aircraft Escorts, LAWA
- Public Works, Street Services – Tree Crew

ARTICLE 1.0 GENERAL PROVISIONS

ARTICLE 1.1 RECOGNITION

A. Pursuant to the provisions of the City of Los Angeles Employee Relations Ordinance and applicable State law, Local 347, Service Employees International Union, AFL-CIO, was certified on May 3, 1973 by the Employee Relations Board (“ERB”) as the majority representative of City employees in the Equipment Operation and Labor Employees Representation Unit (“Unit”) previously found to be an appropriate unit by the ERB.

B. On January 2, 2007, units formerly represented by Local 347, Service Employees International Union, AFL-CIO, were reorganized and recognized as Service Employees International Union, Local 721 (“SEIU 721” or “Union”).

C. Therefore, the City hereby recognizes SEIU 721 as the exclusive representative of the employees in this Unit, in accordance with the provisions of Los Angeles Administrative Code (“LAAC”) Section 4.822.

D. The term, "employee" as used herein, shall refer only to employees employed by the City in the classifications listed in the Appendices herein, as well as such classifications that may be added hereafter by the ERB.

ARTICLE 1.2 PARTIES TO MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") is entered into on December 13, 2015 between the City Administrative Officer (“CAO”), as the authorized management representative of the Los Angeles City Council (“City Council”), City departments, bureaus and divisions ("Management"), and authorized representatives of SEIU 721 as the exclusive recognized employee organization for the Unit.

ARTICLE 1.3 IMPLEMENTATION OF MOU

This MOU constitutes a joint recommendation of Management and the Union. It shall not be binding in whole or in part on the parties hereto unless and until:

A. The Union has notified the CAO in writing that it has approved this MOU in its entirety.

B. The heads of those departments, offices or bureaus represented herein have taken such actions as might be required to fully implement the provisions of this MOU.

C. The City Council has: approved this MOU in its entirety; amended applicable provisions of the LAAC; amended departmental personnel ordinances and

applicable codes; and, appropriated the funds necessary to implement those provisions which require funding.

ARTICLE 1.4 OBLIGATION TO SUPPORT

The Union and Management agree that during the period this MOU is being considered by the Mayor, City Council, Council Committees, or the heads of those departments, offices or bureaus who are parties hereto, neither Management, the Union, nor their authorized representatives will meet or communicate with any of the foregoing public officials to advocate any addition, deletion or other change to the terms and conditions of this MOU. However, this Article shall neither preclude Management, the Union nor any of their authorized representatives from communicating with said public officials to advocate the adoption of this MOU.

ARTICLE 1.5 TERM

A. The term of this MOU shall commence on the date when the terms and conditions for its effectiveness, as set forth in Article 1.3, Implementation of MOU, are fully met, except to the extent that the parties have agreed in Letters of Agreement to continue to meet and confer after implementation, but in no event shall this MOU become effective prior to 12:00 a.m. on July 1, 2015. This MOU shall expire and otherwise be fully terminated at 11:59 p.m. on June 30, 2018. The MOU in effect on June 30, 2014 shall have remained in effect through 11:59 p.m. on June 30, 2015.

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

ARTICLE 1.6 CALENDAR FOR SUCCESSOR MOU

In the event the Union or Management desires a successor MOU, said party shall serve upon the other during the period from April 1, 2018 through April 30, 2018, its written proposals for such successor MOU. Meet and confer sessions shall begin no later than thirty (30) calendar days following submittal of the proposals.

ARTICLE 1.7 NONDISCRIMINATION

The parties mutually reaffirm their respective policies of nondiscrimination in the treatment of any employee because of race, ethnicity, religion, creed, color, gender, sexual orientation, gender identity, genetic information, age, disability, union activity, national origin, ancestry, or under any applicable provisions of Federal or State laws.

ARTICLE 1.8 FULL UNDERSTANDING

A. This MOU sets forth the full and entire understanding of the parties regarding the matters set forth herein, and any other prior or existing understandings or agreements by the parties, whether formal or informal, regarding any such matters are hereby superseded or terminated in their entirety.

B. Except as specifically provided for herein, the parties voluntarily and unqualifiedly waive their respective rights to meet and confer in good faith during the term of this MOU, with respect to any subject or matter covered herein, or with respect to any other matters within the scope of the meet and confer in good faith process. However, this Article shall not be deemed to preclude mutually agreed upon meet and confer in good faith sessions for the purpose of altering, waiving, modifying, or amending this MOU.

Notwithstanding the foregoing:

C. No alteration, variation, waiver, modification or amendment of any of the Articles, terms or provisions requiring approval of the City Council contained herein, shall in any manner be binding upon the Union or Management unless and until jointly recommended in writing to the City Council and approved and implemented in accordance with Article 1.3, Implementation of MOU.

D. The waiver of any breach, term or condition of this MOU by any party to this MOU shall not constitute a precedent in the future enforcement of all its Articles, terms and provisions.

ARTICLE 1.9 PROVISIONS OF LAW AND SEPARABILITY

This MOU is subject to all applicable Federal and State laws, the City Charter, City ordinances, and any lawful rules and regulations enacted by the Civil Service Commission, the ERB, or similar independent City commissions. If any article, part, or provision of this MOU is in conflict or inconsistent with such applicable provisions of Federal, State, local law, or the City Charter, or is otherwise held to be invalid or unenforceable by any court of competent jurisdiction, the parties agree to meet promptly to expeditiously renegotiate the affected article, part, or provision and the remainder of this MOU shall not be affected thereby.

ARTICLE 1.10 NO STRIKE – NO LOCKOUT

A. In consideration of the mutual desire of the parties to promote and ensure harmonious relations and in consideration of a mutual pledge of accord, the City agrees that there shall be no lockout or the equivalent of the members of the Union, and the Union and its members agree that there shall be no strike or other concerted action resulting in the withholding of service by the members during the term of this MOU. In the event of a work action by its members, the Union

shall make concerted and reasonable efforts to ensure the return of its members to work. Failure by the Union to act or failure of the Union's actions to secure the return of striking employees shall constitute sufficient cause for the City to take whatever corrective action it deems appropriate.

B. The curtailing of operations by the City in whole or in part for operational or economic reasons shall not be construed as a lockout.

C. The provisions of this Article shall not detract in any way from any restrictions imposed by law on strikes and other types of work stoppages by public employees.

ARTICLE 2.0 UNION SECURITY

ARTICLE 2.1 UNIT INFORMATION

Management will provide the Union, within thirty (30) calendar days from the effective date of this MOU and each thirty (30) calendar days thereafter, with a list of employees in alphabetical order, their employee identification numbers, address, class titles, class codes, membership status, and work location by department, office or bureau, as well as division if such information is readily available. All information shall be provided to the Union electronically. The means of provision and the substance of the requisite information may be changed by mutual agreement.

ARTICLE 2.2 UNION SECURITY

Management will disseminate to each new employee an informational booklet provided by the Union, which shall be approved by Management prior to dissemination, and a printed card, supplied by the Union to each department, office or bureau, containing the following information only:

A. Your classification is included in the Equipment Operation and Labor Employees Representation Unit.

B. SEIU 721 located at 1545 Wilshire Boulevard, Los Angeles, California 90017, has been certified to meet and confer in good faith with Management on all matters pertaining to your wages, hours of work, employee benefits and conditions of employment, and is the exclusive recognized employee organization for all employees in the Equipment Operation and Labor Employees Representation Unit.

C. If you want additional information, you may telephone SEIU 721 at (213) 368-8660 during your off duty hours.

D. **Union Security:** Any employees in this Unit who have authorized Union dues deductions on the effective date of this MOU, or at any time subsequent to the

effective date of this MOU, shall continue to have such dues deductions made by the City during the term of this MOU; however, any employee in the Unit may terminate such Union dues during the thirty (30) day period commencing ninety (90) days before the expiration of the MOU by notifying the Union of their termination of Union dues deductions. Such notification shall be by certified mail and should be in the form of a letter containing the following information: employee name, employee identification number, job classification, department name, and name of Union from which dues deductions are to be cancelled. The Union will provide the City with the appropriate documentation to process these membership dues cancellations within ten (10) business days after the close of the withdrawal period.

ARTICLE 2.3 AGENCY SHOP

The following provisions shall apply to employees in classifications listed in the Appendices herein.

A. DUES/FEES

(1) Each employee in this Unit who has completed thirty (30) calendar days of City service and who is not on unpaid leave of absence, shall, as a condition of continued employment, become a member of the Union, or pay said Union a service fee in an amount not to exceed periodic dues and general assessments of the Union for the term of this MOU. However, said fee shall not be assessed in any biweekly pay period in which the affected employee does not work a minimum of twenty (20) hours. Such amounts shall be determined by the Union and implemented by Management in the first payroll period which starts thirty (30) calendar days after written notice of the new amount is received by the Controller.

(2) Notwithstanding any provisions of LAAC Section 4.203 to the contrary, during the term of this MOU, payroll deductions requested by employees in this Unit for the purpose of becoming a member and/or to obtain benefits offered by any qualified organization other than the Union will not be accepted by the Controller. For the purpose of this provision, qualified organization means any organization of employees whose responsibility or goal is to represent employees in the City's meet and confer process.

(3) The CAO and the Union shall jointly notify all members of the Unit that they are required to pay dues or a service fee as a condition of continued employment and that such amounts will be automatically deducted from their paychecks. The religious exclusion will also be explained. The cost of this communication and the responsibility for its distribution shall be borne by Management.

B. EXCEPTIONS

(1) Management or Confidential Employees

The provisions of this Article shall not apply to Management or confidential employees. Management and confidential employees shall be as defined in LAAC Section 4.801 and designated in accordance with LAAC Section 4.830d.

(2) Religious Objections

Any employee who is a member of a bona fide religion, body, or sect, which has historically held conscientious objections to joining or financially supporting public employee organizations, shall not be required to join or financially support the organization. Such employee shall, in lieu of periodic dues or agency shop fees, pay sums equal to said amounts to a non-religious, non-labor charitable fund exempt from taxation under the Internal Revenue Code Section 501(c)(3), which has been selected by the employee from a list of such funds designated by the parties hereto in a separate agreement.

Such payments shall be made by payroll deduction as a condition of continued exemption from the requirements of financial support to the Union and as a condition of continued employment.

C. MANAGEMENT RESPONSIBILITIES

(1) The Controller shall cause the amount of the dues or service fee to be deducted from twenty-four (24) biweekly payroll checks of each employee in this Unit as specified by Union under the terms contained herein. "Dues," as distinct from "service fee," shall be the result of voluntary consent in the form of a payroll deduction card signed by the individual employee.

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

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

(2) The Controller shall also apply this provision to every permanent employee who, following the operative date of this Article, becomes a member of this Unit, within sixty (60) calendar days of such reassignment or transfer. Such deduction shall be a condition of continued employment.

(3) Management will provide the Union with the name, home address, and employee identification number of each permanent employee.

(4) The Controller shall notify the Union within sixty (60) calendar days of any employee who, because of a change in employment status, is no longer a member of the Unit or subject to the provisions of this Article.

D. UNION RESPONSIBILITIES

(1) The Union shall keep an adequate itemized record of its financial transactions and shall make available annually to the City Clerk, and to all Unit employees, within sixty (60) calendar days after the end of its fiscal year, a detailed written financial report thereof in the form of a balance sheet and an operating statement, certified as to its accuracy by its president and the treasurer or corresponding principal officer, or by a certified public accountant.

(2) The Union certifies to the City that it has adopted, implemented and will maintain constitutionally acceptable procedures to enable non-member agency shop service fee payers to meaningfully challenge the propriety of the uses to which service funds are put. These procedures shall be in accordance with the decision of the United States Supreme Court in *Chicago Teachers Union, Local No. 1, AFT, AFL-CIO, et al. v. Hudson, 475 U.S. 292 (1986)*.

(3) The Union agrees to indemnify and hold harmless the City for any loss or damage arising from the operation of this Article. It is also agreed that neither any employee nor the Union shall have any claim against the City for any deductions made or not made, as the case may be, unless a claim of error is made in writing to the Controller within thirty (30) calendar days after the date such deductions were or should have been made.

E. RESCISSION

(1) The provisions herein may be rescinded in accordance with the procedures contained in ERB Rule 12 adopted January 11, 1982.

(2) In the event that this Article is overturned by the employees in the Unit, all other articles of the MOU shall remain in full force and the prior agreement, rules, regulations, and past practices relating to organizational

dues deduction authorizations shall be reinstated until a successor MOU or amendment shall have been approved.

ARTICLE 2.4 WORK ACCESS

A. A Union Staff Representative, with the prior approval of Management, shall be admitted to City facilities or work sites during working hours to assist Unit employees in adjusting their grievances, or to investigate complaints concerning working conditions.

If access cannot be permitted at the time requested, the Union Staff Representative will be given the date and time when such access will be permitted. It is mutually understood that only the minimum amount of time necessary to handle complaints or grievances will be utilized by the Union Staff Representative.

B. A Union Staff Representative may also be admitted to City facilities or work sites, at reasonable intervals, for the purpose of communicating with Unit members who are off duty. Such communications shall be limited to an exchange of information concerning the lawful and legitimate activities of the Union and/or its membership. Authorization to make such visits shall be obtained by contacting either the person that has been designated by Management to grant access to a specific City facility or work site, or the Management Representative of the department, office or bureau affected.

C. The Union shall provide Management with a list of its Union Staff Representatives. Management will provide the Union with a list of persons designated to grant access to specific City facilities or work locations.

D. The provisions of this Article shall not be deemed to be a limitation on the authority of Management to deny access to facilities or work sites designated "security" or "confidential."

ARTICLE 2.5 USE OF CITY FACILITIES

A. City facilities may be used by the Union with the prior approval of Management for the purpose of holding meetings, if such facilities can be made available without disrupting the normal operations of the departments, offices, or bureaus affected.

B. The Union will pay such usual and customary fee(s) and/or other charges as are required by the City. Such charges normally cover rentals, special set-ups cleanups, and security services.

ARTICLE 2.6 BULLETIN BOARDS

A. Each department, office or bureau agrees to provide a bulletin board or reasonable space at work locations which may be used by the Union for the following purposes:

(1) Notices of Union meetings.
(2) Notices of Union elections and their results.
(3) Notices of Union recreational and social events.
(4) Notices of official Union business.
(5) Any other communication which has received the prior approval of the Departmental Management Representative.

B. It is agreed that copies of communications listed in “1” through “4” will be provided to the designated representative of Management at the time of posting.

C. It is further agreed that all communications to be posted, other than “1” through “4” above, shall be submitted for approval to the designated representative of Management twenty (24) hours before posting.

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

All notices or other communications prior to being posted shall be identified with an official stamp of the Union, initialed by a full-time Union staff representative, and if requested by Management, submitted to the Management Representative of a department, office or bureau for posting.

ARTICLE 2.7 ACTIONS BY THE EMPLOYEE RELATIONS BOARD

Should any action(s) by the ERB prior to the expiration of this MOU, result in any significant changes to the composition of this Unit, the parties to this MOU will meet as soon as possible thereafter to consider any revisions or amendments thereto that may be required to ensure that the interests of the employees are protected.

ARTICLE 2.8 EMPLOYEE RELATIONS

Meetings at reasonable intervals may be scheduled at the request of a full-time Union Staff Representative or the Management Representative of a department, office or bureau for the purpose of informally discussing potential employer-employee relations problems.

ARTICLE 2.9 POLITICAL ACTION COMMITTEE

A. The Controller shall deduct fifty cents ($ .50) per pay period from the salary to be paid to each Union member, identified on a list prepared and submitted by the

Union, as a contribution to the SEIU 721 Political Action Committee ("PAC"). Union members may voluntarily contribute an amount greater than fifty cents ($ .50) per pay period to the PAC provided the Union provides the Controller timely notice of the members' names and the additional amount they wish to contribute on a biweekly basis. Such contribution is to be deducted from twenty-four (24) biweekly' payroll checks annually.

B. Remittance of the amount of the PAC deductions shall be sent to the Union by the Controller within thirty (30) working days after the end of the month in which such deductions are made.

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

D. Neither an employee nor the Union shall have any claim against the City for a PAC deduction made or not made, as the case may be, unless a claim of error is presented to the Controller in writing within thirty (30) calendar days after the date such deduction was or should have been made.

E. The Union indemnifies the City, its officers (present and former), and its employees (present and former) for, and holds them harmless against, any liability or expense (including without limitation any judgment, reasonable attorney's fees, and costs of suit) arising out of the adoption or implementation of this Article.

ARTICLE 2.10 CONTRACTING OF UNIT WORK

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

A. No Unit employee shall be laid off, demoted or suffer loss of pay or benefits as a result of the contracting of Unit work.

B. If any employee subject to the provisions herein is displaced as a result of contracting, he/she shall be retained in a position within a classification represented by the Union.

C. Notwithstanding any provision of this MOU to the contrary and excluding the provisions of paragraph E(6) and subsection G below, the provisions of this Article shall be subject to advisory arbitration only.

D. In lieu of the meet-and-confer process prescribed by the Employee Relations Ordinance ("ERO"), the parties agree to meet and discuss, in accordance with the provisions outlined below, all contracts to perform Unit work except for contracts required by bona fide emergencies.

E. The parties agree that the following expedited procedure shall replace the impasse resolution provisions of the ERO for disputes arising out of the meet-and-discuss process specified above:

(1) The City shall provide timely notice, through the existing "clearinghouse" procedure, of proposed contracts to perform Unit work. In addition, the City shall provide the Union a list of individuals responsible for coordinating contracting information in each department.

(2) The Union may request to meet and discuss such proposed contracts within fifteen (15) calendar days following notice as indicated in subsection (1) above. Failure by the Union to request such meeting(s) within the prescribed fifteen (15) calendar days shall constitute a waiver of the Union's right to continue this process.

(3) Meeting(s), if requested, shall begin within five (5) working days following notice to the City by the Union of its desire to discuss the proposed contract(s).

(4) If the parties cannot reach agreement through the meet-and-discuss process, the Union may request expedited advisory arbitration within five (5) working days following the last meet-and-discuss session. Failure by the Union to request arbitration within the specified five days shall constitute a waiver of the Union's right to continue in this process. The parties will attempt to establish a mutually agreeable, expedited process for selecting arbitrators. Absent any such agreement, arbitrators will be selected in accordance with ERB Rules 11.03 and 11.04.

(5) The parties agree that for contracts with a value of less than $1 million, the hearing and issuance of the advisory decision by the arbitrator shall be concluded within thirty (30) calendar days following request for arbitration; and within ninety (90) calendar days for contracts of $1 million or more.

(6) The arbitrator’s advisory decision and recommendation shall be transmitted to the appropriate determining body simultaneously with the proposed contract.

(7) The time limits in this process may be extended only by the mutual, written agreement of the parties.

(8) The expedited arbitration process herein shall be informal. Court reporters shall not be used; rules of evidence shall be informal; the production of witnesses and documentary evidence shall be at the discretion of each party; the arbitrator's notes, exhibits (if any), and the written advisory decision and recommendation shall constitute the record of the proceedings; post hearing briefs shall not be required or submitted.

(9) Arbitration fees shall be shared equally by the Union and the City.

F. (1) Disputes over the practical consequences of the contracting of Unit work, other than those occurring under paragraphs 4 and 5 above, shall be resolved in accordance with the provisions of Article 3.1, Grievance Procedure of the MOU, and shall not delay the implementation of the contract if all other provisions of this Article have been met.

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

G. The parties agree that, effective December 13, 2015, the Union may file a grievance regarding the Charter 1022 notification.

(1) A grievance challenging the 1022 notification shall be filed within fifteen (15) calendar days of the Union's knowledge of the alleged deficient notification.

(2) The grievance will be submitted to an expedited informal arbitration process. The arbitration shall be conducted within thirty (30) days of filing of the Union's grievance. The arbitration fees shall be shared equally between the Union and the City.

(3) The arbitrator shall determine if the City has violated the 1022 notification procedures. The arbitrator's remedy shall be limited to ordering the City to reissue the 1022 notification. In no event will the arbitrator have the authority to void a Council-approved contract. The arbitrator's decision is binding on the parties.

ARTICLE 3.0 GRIEVANCE

ARTICLE 3.1 GRIEVANCE PROCEDURE

STATEMENT OF INTENT

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

DEFINITION

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

A. An impasse in meeting and conferring upon the terms of a proposed MOU.

B. Any matter for which an administrative remedy is provided before the Civil Service Commission.

C. Any issue that the parties agree to refer to another administrative resolution process.

D. Assignment and scheduling of hours and personnel for intermittent and half-time employees, unless said assignment or scheduling is in violation of the departmental working rules or this MOU.

GENERAL PROVISIONS

A. BINDING ELECTION OF PROCEDURE

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

B. GRIEVANCE PROCESS RIGHTS

No grievant shall lose his/her right to process his/her grievance because of Management-imposed limitations in scheduling meetings.

C. TIME, TIME LIMITS AND WAIVERS

"Business days" shall be defined as Monday through Friday, exclusive of City Holidays, as defined in Article 6.3, Holidays and Holiday Pay.

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

D. MEDIATION

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

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

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

(4) Notwithstanding the above, and ERO Section 4.865, the parties may mutually agree to accept the opinion of the mediator as binding.

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

E. EXPEDITED ISSUES

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

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

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

GRIEVANCE PROCESS

STEP 1 ISSUE IDENTIFICATION AND INFORMAL DISCUSSION

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

B. The immediate supervisor shall meet with the employee, secure clarification of the issue, consider the employee's proposed solution, and discuss possible alternative solutions and/or other administrative remedies. The immediate supervisor shall inform the department's personnel office, and the personnel director shall inform the Union of the grievance. The immediate supervisor shall respond verbally within ten (10) business days following the meeting with the employee. Failure of the supervisor to respond within the time limit shall entitle the employee to process the issue to the next step.

STEP 2 GRIEVANCE INITIATION (FORMAL)

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

B. The manager, or appropriate designee, shall meet with the employee within ten (10) business days of the date of service of the grievance form at this Step to discuss the facts and solicit information on possible solutions or other appropriate administrative procedures. The manager will provide a written response to the employee within ten (10) business days of meeting with the employee. Failure of Management to respond within the time limit shall entitle the grievant to process the grievance to the next step.

STEP 3 GRIEVANCE APPEAL

If the grievance is not resolved at Step 2, the employee may serve a written appeal to the General Manager, or designee, within ten (10) business days following (a) receipt of the written response at Step 2, or (b) the last day of the response period provided for in

Step 2. The General Manager or designee shall meet with the employee within ten (10) business days of the date of service of the appeal, discuss the facts, and solicit information on possible alternative solutions. A written response will be provided to the employee within twenty (20) business days from the date of meeting with the employee.

Los Angeles Police Department only:

If the grievance is not resolved at Step 2, or the Chief of Police, or designee, fails to respond within the time limit, the grievant may process the grievance to the next level. The employee may serve written notice of the grievance to the Police Commission, or designee, within ten (10) business days following (a) receipt of the written response at Step 2, or (b) the last day of the response period provided for in Step 2. Failure of the grievant to serve such notice shall constitute a waiver of the grievance. The grievance shall be heard by the Commission, or designee, within ten (10) business days of the receipt of the appeal, and a written decision shall be rendered within thirty (30) business days from the date of meeting with the employee.

STEP 4 ARBITRATION

A. If the written response at Step 3, or mediation, does not settle the grievance, or Management fails to provide a written response within thirty (30) business days of the Step 3 meeting, the Union may elect to serve a written request for arbitration with the ERB. A copy of this notice shall be served upon the department's personnel officer. The request for arbitration must be filed with the ERB within twenty (20) business days following (a) the date of service of the written response of the General Manager/Commission or the designee, or (b) the last day of the response period provided for in Step 3. Failure of the Union to serve a written request for arbitration with the ERB within said period shall constitute a waiver of the grievance.

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

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

D. The decision of an arbitrator resulting from any arbitration of a grievance hereunder shall be binding upon the parties concerned.

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

PROCEDURE FOR GRIEVANCES AFFECTING A GROUP OF EMPLOYEES

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

PROCEDURE:

STEP 1 GROUP GRIEVANCE INITIATION (FORMAL)

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

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

Los Angeles Police Department only:

If the grievance is not resolved at Step 1, or the Chief of Police, or designee, fails to respond within the time limit, the Union may process the grievance to the next level. The Union may serve written notice of the grievance to the Police Commission, or designee, within ten (10) business days following (a) receipt of the written response at Step 1, or (b) the last day of the response period provided for in Step 1. Failure of the Union to serve such notice shall constitute a waiver of the grievance. The grievance shall be heard by the Commission, or designee, within ten (10) business days of the receipt of

the appeal, and a written decision shall be rendered within thirty (30) business days from the date of meeting with the Union.

STEP 2 GROUP GRIEVANCE APPEAL

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

ARTICLE 3.2 UNION STEWARDS

A. (1) The Union may designate a reasonable number of Union Stewards who must be members of the Union, and shall provide all departments, offices, or bureaus with a written list of employees who have been so designated and revised lists within thirty (30) calendar days of any changes in said designations. A steward may represent a grievant in the presentation of a grievance at all levels of the grievance procedure. A steward may represent an employee in pre-disciplinary hearings (Skelly) or pre-disciplinary interviews where there is a reasonable expectation that disciplinary action will follow.

(2) An employee and his/her steward may have a reasonable amount of paid time off for the above-listed activities. However, a steward will receive paid time off only if he/she is the representative of record; is a member of the same Union as the employee; is employed by the same department, office or bureau; and, is employed within a reasonable distance from the work location of the employee.

(3) If a steward must leave his/her work location to represent an employee, he/she shall first obtain permission from his/her supervisor on a form provided for such purpose. Permission to leave will be granted unless such absence would cause an undue interruption of work. If such permission cannot be granted promptly, the steward will be informed when time can be made available. Such time will not be more than forty-eight (48) hours after the time of the steward's request, excluding scheduled days off and/or legal holidays, unless otherwise mutually agreed to. Denial of permission to leave at the time requested will automatically constitute an extension of time limits provided in the grievance procedure herein, equal to the amount of the delay.

(4) Before leaving his/her work location, the steward shall call the requesting employee's supervisor to determine when the employee can be made available. Upon arrival, the steward will report to the employee's supervisor who will make arrangements for the requested meeting.

(5) Time spent on grievances, or the pre-disciplinary representation activities described above, outside of regular working hours of the employee or

his/her steward shall not be counted as work time for any purpose. Whenever these activities occur during the working hours of the employee and/or the steward, only that amount of time necessary to bring about a prompt disposition of the matter will be allowed. City time, as herein provided, is limited to the actual representation of employees and does not include time for investigation, preparation or any other preliminary activity.

B. (1) In order to facilitate the expeditious resolution of workplace disputes at the lowest possible level, the parties agree to establish a joint Labor-Management training program for Stewards and Front-Line supervisors.

(2) No later than March 18, 2016 or another date mutually agreed upon by the parties, the Union and City representatives will have established a curriculum and training program that will provide skills for both stewards and front-line supervisors in the processing and resolution of grievances and other workplace issues in a cooperative, problem-solving manner. Upon completion of the program, both Union Stewards and Front-Line Supervisors will be certified.

(3) Stewards certified through this training shall be authorized to spend up to two (2) hours of City time to investigate each dispute raised under the Grievance Procedure of this MOU.

(4) As is practicable, grievances will be heard by Certified Supervisors.

ARTICLE 4.0 ON THE JOB

ARTICLE 4.1 SAFETY

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

B. Management will make every reasonable effort to provide safe working conditions. The Union will encourage all members in the Unit to perform their work in a safe manner. Each employee should be alert to unsafe practices, equipment and conditions, and should report any hazardous condition promptly to his immediate supervisor. Said supervisor should:

(1) Correct or eliminate the hazardous condition if correction or elimination thereof is within the authority and capability of the supervisor; or

(2) Safeguard a hazardous condition in such a manner as to preclude injury to personnel and/or property damage, and promptly report the nature and location of the hazardous condition to next level of supervision designated

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

(3) If elimination of the hazardous condition is not within the capability of the second level of supervision to correct, he shall promptly report the problem to the next designated level of supervision or inform the Departmental Safety Coordinator about the problem.

C. If the procedures for handling a reported hazardous condition are not initiated, or if initiated, fail to affect a satisfactory solution of the problem within a reasonable time, the employee or his representative may call the City Occupational Safety Office and report such hazard.

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

D. Decontamination Procedure

Management shall establish, review, and/or amend, as necessary, a decontamination procedure that, at a minimum, meets Cal-OSHA decontamination standards for employees, where applicable.

ARTICLE 4.2 PERSONNEL FOLDERS

A. Upon request, an employee shall be entitled to review the contents of his/her official departmental personnel file at reasonable intervals during hours his/her personnel office is open for business. Such review shall not interfere with the normal business of the department, office or bureau.

B. No disciplinary documents shall be placed in an employee's official departmental personnel file without providing said employee with a copy; however, the Police Department may decide in lieu thereof to notify the employee that such a document has been placed in the employee's file and that it is available for review. This provision shall not apply to documents placed in said file prior to July 1, 1975.

C. A "Notice to Correct Deficiencies" may be sealed upon the request of an affected employee if he/she has not been involved in any subsequent incidents that resulted in written corrective counseling or other management action for a period of four (4) years from the date the most recent notice was issued or management action taken; however, it is mutually understood that a "Notice to Correct Deficiencies" is not considered a form of discipline by the Police Department and a copy is not placed in the departmental personnel folder; therefore, the Police Department is excluded from the provisions of this paragraph.

ARTICLE 4.3 REST PERIODS

A. Each employee shall be granted a minimum of fifteen (15) minutes rest period in each four (4) hour period; provided, however, that no such rest period shall be taken during the first or last hour of an employee's working day nor in excess of fifteen (15) minutes without the express consent of the designated supervisor.

B. Management reserves the right to suspend any rest period or any portion thereof during an emergency. Any rest period so suspended or not taken at the time permitted shall not be accumulated or carried over from one day to any subsequent day, nor compensated for in any form.

ARTICLE 4.4 PERFORMANCE EVALUATIONS

A. The supervisor who signs an employee's performance evaluation shall have been in a position to review the employee's work for a reasonable period of time during the evaluation period. If the employee has worked under more than one supervisor for a significant period of time during an evaluation period, the rating shall reflect the opinion of each such supervisor.

B. An annual performance evaluation that has been appealed shall not be placed in an employee's personnel file until it has been determined whether the evaluation will be changed.

ARTICLE 4.5 CREDIT FOR TRAINING

A. Whenever Management approves, an employee may be permitted to assume tasks which are outside the scope of the normal duties of his/her position, for the purpose of gaining experience in the performance of duties in higher level positions or learning to operate such City equipment as is used by his/her department in order to gain work experience on such job or equipment. A qualified person shall be designated and shall be available to instruct and supervise the employee in the performance of such tasks or in the safe and proper operation of said equipment. Any dispute concerning the person's qualifications to instruct and supervise shall be decided by the employee's Departmental Management Representative.

B. If the employee requests:

(1) The employee and his/her supervisor will jointly log the successful performance of such tasks on a form provided by Management. The form will be kept updated; and,

(2) The employee's department will provide confirmation of such performance on a form titled "Verification of Work Experience" (Personnel Department form PD 21R #11-74), so that it may be utilized by the employee

whenever such verification is required to establish eligibility to take an examination.

ARTICLE 4.6 PART-TIME EMPLOYMENT

SECTION I EMPLOYMENT

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

A. Except as provided in LAAC Section 4.117 and/or any Departmental Personnel Ordinance to the contrary, a work schedule of less than the number of hours of full-time employment shall be considered part-time employment. The following categories of part-time employment are hereby defined and shall be controlling for purposes of this Article:

(1) Half-time: Half-time employees are those who are regularly assigned to a work schedule of one thousand and forty (1,040) hours or more in a calendar year, but less than full-time. Compensation shall be prorated on the basis of the total number of hours of work in relation to the total number of hours required for full-time employment. Benefits provided in this MOU for half-time employees also shall apply on a prorated basis, as defined.

(2) Intermittent: Intermittent employees are those who are assigned to a regular or on-call work schedule of less than the number of working hours required for half-time employment (less than 1,040 hours) in a calendar year. The hourly rates provided in the Appendices to this MOU shall be considered full compensation for intermittent employees. Employees who concurrently hold more than one intermittent position still shall be considered intermittent, as herein defined, irrespective of the total number of hours scheduled.

B. Part-time employees shall be notified of their status as half-time or intermittent at the time of hire. Half-time employees shall be notified of their eligibility for prorated benefits. Intermittent employees shall be notified that they are not entitled to benefits except as provided in paragraph 3 below.

C. Intermittent and half-time employees must request permission from their primary employing department to hold more than one position concurrently. Employees must designate a primary employing department in writing with their primary and secondary employing departments and with the Controller’s Office. Temporary Elections workers are exempt from this requirement.

(1) If an employee fails to designate a primary employing department the Controller's Office will designate the first department to hire the employee as the primary employing department.

(2) Employees may change their designated primary department during the Open Enrollment period of October 1-31.

(3) If an employee changes departments outside the Open Enrollment period, the Controller's Office will designate the first department to hire the employee as the primary employing department, unless the employee notifies the Controller's Office otherwise within thirty (30) calendar days of the effective date of the change.

(4) Employees who hold concurrent positions shall request permission to continue to do so within sixty (60) days of the adoption of this MOU by City Council.

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

(a) Sick leave, family illness and preventive medical;

(b) Urgent personal business, subject to approval of the supervisor;

(c) Holidays, upon the request of the employee. The holiday must fall on the employees' regularly assigned schedule, and the employees must not be required to work on that holiday. If the qualifying employees choose not to use compensated personal time off for the holiday, the employees may be allowed, subject to approval of the supervisor, to adjust their work schedules and make up the time in full not later than the next succeeding payroll period.

(2) Compensated personal time off may be accumulated for up to a maximum of forty-eight (48) hours. Any time accumulated in excess of such amount shall be deemed waived and lost.

(3) There shall be no payment of any form for unused personal time upon separation from City service for any reason.

(4) Employees who hold more than one intermittent position concurrently shall

be eligible to accrue compensated personal time off in only one position in their primary employing department.

(5) Employees who are receiving benefits as a full-time or half-time employee in another department or capacity, or are a retired member of Los Angeles City Employees' Retirement Systems ("LACERS"), shall not be eligible to receive compensated personal time off benefits as an intermittent employee.

(6) Notwithstanding paragraph 2 above, an employee hired on an intermittent basis who, following two consecutive years of City service, has been compensated for 1,000 or more hours during each of the two (2) consecutive service years shall be considered a half-time employee and become entitled to qualify for prorated benefits provided to half-time employees. Effective July 26, 2015, after 1,000 compensated hours in one service year, intermittent part-time employees shall qualify for half-time status benefits, shall be certified to LACERS, and shall be eligible to receive pro-rated benefits as of the date they reach 1,000 hours of service.

(7) Upon designation as half-time under these circumstances, such employees shall be allowed to carry over into the 100% sick leave bank up to a maximum of sixteen (16) hours of unused compensated personal time. Any unused personal time in excess of sixteen (16) hours shall be deemed waived and lost. Such employees shall immediately begin accruing vacation and sick leave, and become eligible to use vacation, sick leave and holiday benefits at the appropriate prorated rate. Their anniversary date shall be based upon the date they are designated as half-time employees. No such benefits shall be provided retroactively. This paragraph shall not preclude an appointing authority from changing an intermittent employee's status to half-time anytime following appointment.

(8) Upon designation to half-time status, part-time employees shall continue to be eligible to use accrued compensated personal time off until they receive the annual vacation credit. When they receive the annual vacation credit, a maximum of sixteen (16) hours of unused compensated personal time off shall be carried over into the 100% sick leave bank. Employees shall be eligible to use vacation time one year after they have been designated as half-time. Any unused compensated personal time off in excess of sixteen (16) hours shall be deemed waived and lost.

(9) Half-time employees who immediately prior to such appointment were intermittent status, and who completed six consecutive months of City service and were compensated for less than 2,000 hours during the preceding two years, shall be allowed to carry over into the 100% sick leave bank up to a maximum of sixteen (16) hours of unused

compensated personal time. Any unused personal time in excess of sixteen (16) hours shall be deemed waived and lost. Such employees shall immediately begin accruing vacation and sick leave, and become eligible to use sick leave and holiday benefits at the appropriate prorated rate. Employees shall not be eligible to use vacation benefits until one year from their anniversary date. Their anniversary date shall be based upon the date they were designated as half-time employees. No such benefits shall be provided retroactively. This paragraph shall not preclude an appointing authority from changing an intermittent employee's status to half-time anytime following appointment.

E. The part-time benefits provided herein shall apply prospectively from the effective date of the MOU. However, part-time employees who were receiving benefits at the level provided herein prior to said effective date shall continue to receive such benefits as long as they retain their qualifying status without a break in service.

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

G. Part-time Hours Reports

During the term of this MOU, the Department of Recreation and Parks shall provide bi-annual reports to the Union listing hours worked by part-time employees. Other departments which employ part-time workers shall provide such reports at least annually.

H. Rosters

Part-time employees will be placed on a roster in the following order:

(1) Part-time employees who have worked 600 hours or more in any one of the last three (3) service years; this roster will be ranked in order of the total number of hours worked in the last two (2) service years.

(2) Part-time employees who have worked 599 or less hours in any of the last three (3) service years will be ranked in the order of the total number of hours worked in the last two (2) service years.

(3) Seasonal employees

Rosters will be purged regularly of employees who have not been compensated in 365 days.

I. The City and the Union agree to the following principles in the employment of part-time workers:

(1) Whenever possible, departments will develop and assign intermittent employees schedules in a manner that facilitates the creation of half-time positions.

(2) Departments will make every attempt to schedule employees in a manner that provides continued part-time employment for existing part-time employees prior to hiring new part-time workers.

(3) In the development of half-time positions, it is agreed that no employee will be laid off or have his/her schedule reduced so that half-time positions may be created.

(4) Wherever possible, additions in part-time hours will be used to facilitate the creation of exempt half-time positions.

SECTION II DISCIPLINE APPEAL PROCEDURE

Effective December 13, 2015, the following appeal procedure for intermittent part-time and Civil Service-exempt half-time employees shall be as follows:

A. An intermittent part-time or Civil Service-exempt half-time employee who has worked a total of at least 2,000 cumulative hours from his/her initial hire date who is subject to discipline shall be provided with the following:

(1) A written description of the action(s) to be taken and the expected effective date(s).

(2) A written statement of the specific grounds upon which the disciplinary action is based.

(3) A copy of the materials upon which the action is based.

(4) A written statement informing the employee of his/her right to appeal the disciplinary decision within five business days to an advisory Hearing Officer.

(5) The City and the Union will jointly develop a list of hourly Hearing Officers knowledgeable in employee relations. Discipline cases for intermittent part-time and Civil Service exempt half-time employees who have worked

a total of at least 2,000 cumulative hours from his/her initial hire date will be heard by a Hearing Officer from this list.

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

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

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

ARTICLE 4.7 PROCUREMENT OF MATERIALS

A. At no time shall any Unit employee be required to use his/her own money to purchase parts or materials used to repair or maintain City vehicles or equipment, or for any other City-related purpose regardless of whether such money is intended to be reimbursed. Examples include, but are not limited to: (1) parts or materials used in vehicle repairs (not including tools); (2) field or office supplies; and, (3) consumables.

B. Parking fees and road tolls shall be paid by the employee and reimbursed by the employing department.

ARTICLE 5.0 COMPENSATION

ARTICLE 5.1 OVERTIME

A. DISTRIBUTION OF OVERTIME

Management will attempt to assign overtime work as equitably as possible among all qualified employees in the same classification, in the same organizational unit and work location. However, Management may consider special skills required to perform particular work.

Nothing herein is intended to abridge or limit the right of Management to determine the means and methods for the delivery of public services, including but not limited to decisions regarding staffing requirements and the use of overtime.

B. NON-EMERGENCY OVERTIME

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

C. WORK SCHEDULES

Pursuant to the Fair Labor Standards Act ("FLSA"), employees shall have a fixed workweek that consists of a regular recurring period of one hundred and sixty-eight (168) consecutive hours (seven 24-hour periods) which can begin and end on any day of the week and at any time of the day. The designated workweek for an employee may be changed only if the change is intended to be permanent and not designed to evade overtime requirements of the FLSA. Management may assign employees to work a five/forty, four/ten, nine/eighty, or other work schedule. Management shall have the right to refuse an employee's request to work a four/ten, nine/eighty, or other modified work schedule, and to require the reversion to a five/forty work schedule, providing that the exercise of such right is not arbitrary, capricious or discriminatory. The parties further agree that Management may require employees to change their work schedules (change days off, except the split day, or working hours) within the same FLSA workweek.

Employees on a nine/eighty modified work schedule shall have designated a regular day off (also known as the nine-eighty ("9/80") day off) which shall remain fixed. Temporary changes to the designated 9/80 day off at the request of Management or the employee are prohibited unless it is intended for the employee to work additional hours (overtime).

D. ASSIGNMENT OF OVERTIME

Management will attempt to assign overtime work as equitably as possible among all qualified employees in the same classification, in the same organizational unit and work location. However, Management may consider special skills required to perform particular work. The parties understand that no employee shall work overtime without prior approval from his or her supervisor and that unofficial overtime "white time" is absolutely prohibited. FLSA non-exempt employees may not work outside of scheduled working hours, or during unpaid meal periods, without the prior approval of a supervisor consistent with department policy. Failure to secure prior approval may result in discipline.

E. RATE AND METHOD OF OVERTIME COMPENSATION - (FLSA) NON-EXEMPT EMPLOYEES

Compensation for overtime shall be for all hours worked in excess of forty (40) hours in a workweek including all absences with pay authorized by law. Overtime compensation for all employees in this Unit shall be in time off at the rate of one

and one-half hours for each hour of overtime worked or in cash at one and one-half times the employee's regular rate of pay, at the discretion of management. (Non-pensionable)

F. COMPENSATED TIME OFF

Employees shall be permitted to accumulate up to eighty (80) hours of compensated time and take such accumulated time off for overtime worked upon request unless granting of such time would "unduly disrupt" the operations of the City department. This standard does not apply to non-FLSA overtime (i.e. overtime earned pursuant to this agreement that does not meet the FLSA definition of overtime). On occasion, employees may accumulate hours in excess of eighty (80) hours for a temporary period of time. If an employee does not schedule and take time off over eighty (80) hours for overtime prior to the end of the fiscal year in which the overtime was worked, management may require employees to use accumulated overtime that exceeds eighty (80) hours prior to the end of the fiscal year; require employees to use such time in lieu of vacation or other leave time; or authorize cash payment. In the event sufficient funds are not available to provide cash compensation for all or a portion of the hours in excess of eighty (80), Management may extend the time limit for a period not to exceed one year. In accordance with FLSA, no employee shall lose accumulated time off.

Under no circumstances shall compensated time off in excess of two hundred and forty (240) hours be accumulated.

G. 1040/2080 PLAN

Management reserves the right to develop 26 Week/1040 or 52 Week/2080 hours work periods under FLSA Section 7(b) [29 U.S.C. Section 207(b)(1) and (2)] during the term of this MOU for the purpose of increasing scheduling flexibility. Implementation of this work schedule is subject to agreement by the parties and certification of the Union as bona fide by the ERB.

ARTICLE 5.2 OVERTIME MEAL ALLOWANCE

Whenever an employee is held over from a scheduled work shift and is required to work more than four (4) hours on an unscheduled overtime work shift, the employee shall be paid an overtime meal allowance of ten dollars ($10.00).

ARTICLE 5.3 CALL BACK PAY

A. Whenever Management orders an employee to return to duty following the termination of his/her work shift and departure from his/her work location, the employee shall receive a minimum payment equivalent to four hours of work at the rate of time and one-half (1.5) the employee's regular rate of pay. (Non-pensionable)

B. Compensated time shall begin at the time the employee is called out and end upon completion of the job. This compensated time includes a maximum of one (1) hour travel time to the job location.

ARTICLE 5.4 ACTING PAY ASSIGNMENT

Effective July 1, 2015, time served in the following higher level assignments shall be credited as qualifying experience for promotional purposes.

A. ABSENCE AT HIGHER LEVEL POSITION

Whenever Management assigns an employee to perform the duties of a higher level position (in a class for which the duties and responsibilities of the current class would provide qualifying experience for the higher level class*) due to the temporary absence of the higher level incumbent, such employee shall become eligible for additional compensation upon completion of a qualifying period of ten (10) consecutive working days in such assignment at his/her regular rate of compensation. Management shall not divide or alternate the assignment of higher level duties during the qualifying period. Such additional compensation shall begin on the 11th consecutive working day in such assignment. For employees assigned to a modified work schedule, such as 9/80 or 4/10, compensation shall begin on the next day following the completion of 80 consecutive hours of assignment.

Approved leave time off taken during a qualifying period shall extend the 10-day (or 80 hour) qualifying period by the length of absence. All other absences shall constitute a disqualifying break in the qualifying period requirement, necessitating the initiation and completion of a new qualifying period.

Each subsequent acting assignment following the employee's return to his/her regular assignment shall not require completion of a new qualifying period.

B. VACANT HIGHER LEVEL POSITION

Whenever Management assigns an employee on a temporary basis to perform the duties of a vacant higher level position (in a class for which the duties and responsibilities of the current class would provide qualifying experience for the higher level class*), such employee shall become eligible for additional compensation on the first day of said assignment.

C. STATUS REVIEW

Acting pay is not intended as compensation for a long-term out-of-class assignment and, effective December 13, 2015, shall not extend past one (1) year. When an employee has filled an acting assignment for a period of three (3) months, Management will review the status of the vacancy to determine when

the vacancy can be filled through appropriate measures. Upon request, Management will review the acting assignment with the employee. At that time, the employee may request to be removed from the acting assignment.

At the Union's request, Management will provide a list of employees in acting positions on a yearly basis. The list will include: name of employee; date of appointment to acting position; department; assigned class; acting class.

D. COMPENSATION

An employee qualifying for additional compensation as stated above shall receive salary at two (2) premium levels above the appropriate step on the salary range prescribed for his/her class, for each day on duty (present for 50% or more of the work day) in an acting assignment. However, the maximum pay rate for such duty shall be limited to the top step of the salary range that has been established as compensation for the higher level position to which the employee has been assigned. (Non-pensionable)

*Management will assign higher level duties to an employee who meets the criteria, to the extent practicable.

ARTICLE 5.5 OUT-OF-CLASS ASSIGNMENTS

It is the intent of Management to avoid out-of-class assignments. However, nothing herein shall limit Management's authority to temporarily assign employees to duties and responsibilities not specifically included in the employee's class specifications whenever emergencies or operational necessities require. If said assignment exceeds thirty (30) working days, Management will initiate the necessary action to fill the position at the proper level or otherwise prevent the occurrence of an out-of-class assignment.

ARTICLE 5.6 TRAVEL ALLOWANCE

A. Notwithstanding LAAC Section 4.222, whenever an employee is required to travel directly between his/her home and place of temporary assignment, as provided in LAAC Section 4.221, he/she shall receive payment at the rate of four dollars ($4.00) for each day that such travel occurs. All other provisions of LAAC Sections 4.220 - 4.226 which relate to payment for travel of certain employees from their homes to temporary job locations remain unchanged. (Non-pensionable)

B. Notwithstanding LAAC Section 4.222.1, whenever an employee is required to travel from one job site to another within a work day, he/she shall receive payment at the rate of four dollars ($4.00) for each day that such travel occurs. (Non-pensionable)

C. Where an employee qualifies under both sections A and B above, such employee shall be entitled to receive six dollars ($6.00) per day. (Non-pensionable)

ARTICLE 5.7 EARLY REPORT PAY

A. A regularly assigned FLSA non-exempt (non-salaried) employee who is required to report earlier than his/her regularly-scheduled starting time for the convenience of his/her department, office or bureau, shall receive time and one-half (1.5) his/her regular hourly rate of pay for each hour of work performed prior to his/her regularly scheduled starting time. Such compensation may be made in either cash or compensatory time off at the discretion of Management. (Non-pensionable)

B. Management maintains its authority to retain employees who are called in before the start of their regular starting time for their full, regularly scheduled shift. Hours worked prior to an employee's regularly scheduled starting time qualify the employee to receive Early Report Pay. Consistent with any department procedures that may exist, employees may or may not be retained beyond eight hours, subject to operational needs.

C. In the event an employee receives Early Report Pay and is required to work his/her full regularly scheduled shift in addition to the Early Report Pay hours, the employee shall not receive overtime for working his/her full, regular shift. Prescheduled shift adjustments with at least forty-eight (48) hours' notice do not qualify for Early Report Pay.

ARTICLE 5.8 STANDBY PAY

A. DESIGNATION OF AND RESPONSIBILITIES OF EMPLOYEES

(1) Management may designate certain employees from the Department of Public Works to be on standby duty. Standby lists will be established using the following method:

(a) Volunteers in the classification required.

(b) In-class seniority in classification required.

(c) Special skills required.

(2) While each plant/facility will have a separate standby list, an employee may be called to report to any plant/facility.

(3) Standby duty will rotate among eligible employees a minimum of every two (2) payroll periods as long as there are at least two (2) eligible

employees. New employees and/or employees who had opted off of standby provisions and desire to return, will be added to the bottom of the list.

(4) Management may supply eligible employees with electronic "beepers." When a "beeper" call is made to an employee, that employee shall return the call promptly, by telephone, and report to the required plant within an hour of the telephone response. Failure to respond by telephone promptly and to show at the designated plant/facility within an hour may result in deletion from the standby list.

B. STANDBY PAY

Persons employed in the Unit who are subject to call during the employee's off-duty hours on a regularly scheduled work day or anytime during the employee's regularly scheduled off-duty day, shall receive, when assigned to standby, in addition to any other compensation provided for herein, the sum of two dollars ($2.00) for each hour assigned to standby (non-pensionable). When called and required to report to work, the employee will be compensated in accordance with Article 5.3, Call Back Pay. An employee will not receive pay of $2.00 per hour for any time the employee is receiving call back pay.

ARTICLE 5.9 BILINGUAL DIFFERENTIAL

Management's present practices with regard to premium pay for employees required to use a language other than English will be continued during the term of this MOU.

A. Whenever an appointing authority determines that it is necessary or desirable that a position be filled by a person able to converse fluently in a language other than English, or write and interpret a language other than English, the appointing authority shall transmit to the Controller a written statement approving payment of a bilingual premium, as provided by this Article to the person occupying such a position and possessing such bilingual skills.

B. After authorizing payment of a bilingual premium, the appointing authority shall certify to the Controller the name of an employee eligible for a bilingual premium and the Personnel Department shall certify to the Controller that the employee has qualified under its standards of fluency and proficiency for said language.

C. Persons certified as being qualified by the Personnel Department shall receive a bilingual premium of one (1) premium level rate (2.75%) for duties requiring that they converse fluently in a language other than English, or of two (2) premium level rates (5.5%) for duties requiring that they interpret a language other than English, in addition to conversing fluently in that other language. (Pensionable when regularly assigned; non-pensionable when assigned on a daily basis.)

D. Compensation provided for in this Article shall be retroactive to the employee's first day in a bilingual position.

ARTICLE 5.10 SALARIES

The parties to this MOU jointly recommend to the City Council approval of the salaries set forth in the attached Salary Appendices. These appendices shall incorporate the agreement of the parties that effective December 13, 2015, employees will be subject to a new salary step structure and that effective June 25, 2017, employees covered by this MOU shall receive a two percent (2%) salary increase.

A. SALARY STEPS

Effective December 13, 2015, notwithstanding LAAC Section 4.92, a new 12-step salary structure will be established as follows:

(1) Three (3) additional salary steps will be added to the lower end of each salary range (Steps 1, 2, and 3). These new steps shall be separated by one (1) premium level.*

(a) Employees hired into trainee-level positions shall be hired at Step 1 and shall remain on Step 1 for the duration of a twelve (12) month probationary period. Trainee-level position hourly wages will begin one (1) premium level below the entry level of the targeted Civil Service classification which will not be below fifteen dollars ($15.00) per hour.

(b) Employees hired into non-trainee positions shall be hired at Step 2 (or appropriate higher step in accordance with applicable MOU provisions or LAAC Section 4.90).

(c) Employees shall remain on Steps 2 and 3 for nine (9) months each.

(2) Current Steps 1 through 5 will be renumbered Steps 4 through 8. These steps will be separated by two (2) premium levels (Step 4 will be one (1) premium level above Step 3). Employees shall advance to each subsequent step after twelve (12) months.

(3) Current Steps 6 through 8 will be renumbered Steps 9 through 11. These steps will be separated by one (1) premium level (Step 9 will be one (1) premium level above Step 8). Employees shall advance to each subsequent step after twelve (12) months.

(4) A new Step 12 will be created which will be one (1) premium level above Step 11. No employee shall be eligible to move to Step 12 sooner than January 7, 2018.

*On the City's salary range tables, each premium level is equal to approximately 2.75%.

B. SALARY ADJUSTMENTS

(1) Effective January 7, 2018, each employee who is compensated on a salary range will advance one (1) step on the salary range regardless of their step or step anniversary date.

(2) Effective January 7, 2018, each employee who is employed in a flat-rated classification shall receive a salary adjustment of 2.75%.

(3) Effective January 7, 2018, each employee in a classification on a salary range, who is on a fixed step (does not move up the salary range), shall receive a pensionable "adds to rate" salary adjustment of 2.75% while in that classification.

C. EXTENSION OF STEP ADVANCEMENT DATE – UNCOMPENSATED HOURS

Uncompensated absences of sixteen (16) days (128 hours for employees on a work schedule other than 5/40) or less during the 2,080-hour qualifying period and during each subsequent 2,080-hour annual period shall not extend the step advancement date. The step advancement date shall be extended one (1) working day for each working day absence (or one (1) hour for each hour of aggregated uncompensated absence in excess of 128 hours). Employees who are injured on duty and are compensated in accordance with State of California Labor Code, Division IV and LAAC Division 4, Article 7 shall not have their step advancement date changed due to their workers' compensation status.

D. CONSECUTIVE APPOINTMENTS WITHIN A 12 MONTH PERIOD

Consecutive appointments or assignments to positions with the same top step salary rate in the twelve (12) months (2,080 hours) following an appointment or assignment shall be treated as one (1) appointment or assignment for step advancement purposes.

E. APPOINTMENTS TO NEW POSITIONS WITH THE SAME OR LOWER SALARY RANGE

An employee who is appointed or assigned to a new position on the same or lower salary range shall retain the step advancement date established for the former position.

F. PART-TIME EMPLOYEES

(1) Civil Service Half-Time Employees

The initial salary step advancement for a half-time, but less than full-time, employee in a position compensated on a salary range shall be in the payroll period following the completion of 1,040 regular paid hours and twelve (12) months of service. Each subsequent step advancement shall be in the payroll period following the completion of 1,040 additional regular paid hours and one (1) additional year of service. Hours of service in excess of those required for step advancement in a 12-month time period shall be carried forward for credit in the next 12-month time period.

(2) Intermittent Employees and Half-Time Employees Exempted from Civil Service

Intermittent employees and half-time employees exempted from Civil Service provisions by Charter Section 1001 shall be paid a salary rate corresponding to the entering step in the salary range for the classification in which the employee is employed. Full-time or half-time employees changing to intermittent status in the same Civil Service class shall continue to be paid at the same rate (excluding bonuses) they were last paid while a full- or half-time employee until such time as the entering step in the salary range for the class meets or exceeds the salary for the employee.

G. PROMOTIONAL DIFFERENTIAL

Notwithstanding the rate provided for in LAAC Section 4.91, effective December 13, 2015, employees who receive a promotion shall be moved to the salary step that provides a minimum 5.5% increase over the rate received in the former position. As provided in LAAC Section 4.91, any regularly assigned bonus or premium compensation amounts shall be included in calculating the step rate for the former position and added to the new salary, if applicable, after determining the appropriate salary step rate for the new position.

H. ADJUSTED SALARY FOR SPECIFIED ASSIGNMENTS

Employees covered by this MOU shall not be eligible for adjusted salary under the provisions of LAAC Section 4.61, Schedule A, Notes H, J, or former Note K (repealed in 2004). In lieu thereof, Unit employees shall receive additional salary for specified assignments, in specified classes, as follows:

(1) Hazardous Conditions

Employees required to perform duties more than fifty percent (50%) of a work day consisting of working on a ladder, scaffolding, a hydraulic lift platform, or working from a scaffold or other device that is suspended by ropes or cables; or operating compressed air spray apparatus to spray emulsified asphalt or weed control chemicals from a moving vehicle or to spray paint, or using a steam cleaning apparatus employing a heavy-duty caustic soda as a detergent; or performing duties in a deep sewer over eight feet in depth consisting of timbering, shoring, tunneling, pipe laying and concreting shall receive, for each day so assigned, salary at two (2) premium levels above the appropriate step on the salary range prescribed for the class. (Non-pensionable)

(2) Pavement Breaking

Employees in the class of Maintenance Laborer who are required to operate a pavement breaker more than fifty percent (50%) of a work day shall receive, for each day so assigned, salary at four (4) premium levels above the appropriate step on the salary range prescribed for the class. (Non-pensionable)

Employees who qualify for compensation under both H(1) and (2) shall not receive compensation for both H(1) and (2) concurrently.

(3) Obnoxious Conditions

(a) Employees who are regularly assigned, as defined in LAAC Section 4.75, to perform maintenance, service or repair of motor sweepers or sewage disposal facilities and equipment, or cleaning catch basins, or transporting sewage or catch basin debris; or when required to perform such duties more than fifty percent (50%) of a work day shall receive, for each day so assigned, salary at two (2) premium levels above the appropriate step on the salary range prescribed for the class. (Pensionable when regularly assigned; non-pensionable when assigned on a daily basis.)

(b) (i) Attachment 1a

Employees in the classes listed in Attachment 1a of this MOU who are regularly assigned, as defined in LAAC Section 4.75, to perform the indicated assignments shall receive salary at one (1) premium level above the appropriate step on the salary range prescribed for the class. (Pensionable)

(ii) Attachment 1b

Employees covered by the settlement agreement for Arbitration 1120 (Fowler grievance), listed in Attachment 1b of this MOU shall continue to receive a two-premium level bonus as long as they continue in the qualifying assignment in Street Services Resurfacing Division. One (1) premium level, as provided above, is deemed regularly assigned; the second premium level is not regularly assigned and is not included in the retirement base. (Pensionable when regularly assigned; non-pensionable when assigned on a daily basis.)

(4) Employees in the classes of Vocational Worker (Code 3113), Gardener Caretaker (Code 3141), and Senior Gardener (Code 3143) in the Department of Recreation and Parks who provide temporary relief, i.e., vacation, sick leave, IOD, etc., for Light Equipment Operators in the above-designated assignment(s) under H(1), (2) and (3), shall receive, for each day on which they perform the required duties at least fifty percent (50%) of the work day, salary at one (1) premium level above the appropriate step on the salary range prescribed for the class. (Non-pensionable)

(5) Employees in the classification of Gardener Caretaker (Code 3141) who operate a skip loader, a backhoe, a dump truck (less than 28,000 pounds) and/or a Vermeer trencher shall receive, for each day on which they perform the required duties at least fifty percent (50%) of the work day, salary at one (1) premium level above the appropriate step on the salary range prescribed for the class. (Non-pensionable)

Employees who qualify for compensation under both subsections H(4) and (5) shall not receive compensation for both subsection H(4) and (5) concurrently.

(6) Employees in the classifications of Gardener Caretaker (Code 3141), Senior Gardener Caretaker (Code 3143), and Light Equipment Operator (Code 3523) in the Department of Recreation and Parks shall receive, for each day on which they operate a Toro 580D or a GM5900 mower at least fifty percent (50%) of the work day, salary at one (1) premium level above the appropriate step on the salary range prescribed for the class. (Non-pensionable)

(7) Employees regularly assigned to duties consisting of loading, unloading, handling or collecting household refuse or dead animals; or regularly assigned to perform duties consisting of operating equipment at refuse disposal sites or engaged in refuse disposal site maintenance activities; or regularly assigned to perform duties consisting of cleaning, servicing or repairing vehicles, containers or equipment used for loading, unloading,

collecting or hauling dead animals or household refuse or when performing duties consisting of repairing or servicing construction equipment used on a refuse disposal site more than fifty percent (50%) of a work day, shall receive, for each day so assigned, salary at two (2) premium levels above the appropriate step of the salary range prescribed for the class. (Pensionable when regularly assigned; non-pensionable when assigned on a daily basis.)

ARTICLE 5.11 LEAD PAY ASSIGNMENT

A. Non-supervisory employees (employees whose classification or pay grade description does not include supervisory duties) who are designated and assigned by Management to act as lead workers over other employees, either on a regularly assigned or on a daily basis, shall receive compensation at two (2) premium levels above the appropriate step on the salary range prescribed for the class, while so assigned. (Pensionable when regularly assigned; non-pensionable when assigned on a daily basis.)

B. The designation, redesignation or removal of a lead assignment shall be a Management prerogative and may occur any time Management deems it appropriate. Such Management decisions shall be final and conclusive and shall not be subject to the grievance procedure herein. Nothing in this Section, however, is intended to deny the premium payment specified herein to an employee who has been assigned, has qualified and has performed the lead assignment in accordance with the provisions of this Article.

ARTICLE 5.12 TEMPORARY ASSIGNMENTS TO OPERATE CONSTRUCTION EQUIPMENT

A. Whenever a qualified employee is assigned to operate construction equipment for more than fifty percent (50%) of a work shift during the temporary absence of an Equipment Operator, Code 3525 or Code 3525-6, he/she shall receive one (1) premium level above the appropriate step on the salary range prescribed for his/her class, or 2.75% above the employee's rate of pay if flat-rated. However, the maximum pay rate for performing such duties shall be limited to the hourly wage rate which has been established as compensation for the position to which the employee has been assigned. (Non-pensionable)

B. The term "qualified" in the context of this Article shall mean an employee who possesses the necessary license(s) issued by the Department of Building and Safety that permits the operation of such construction equipment as the employee has been assigned to operate.

C. The provisions of A and B above shall also apply to employees in the class of Truck Crane Oiler, Code 3557, when assigned to operate a power shovel during the temporary absence of a Power Shovel Operator, Code 3558.

D. Any Management determination or decision pertaining to the interpretation, application, implementation and/or administration of provisions subsections A, B, or C above shall be final and conclusive and shall not be subject to the grievance procedure herein.

ARTICLE 5.13 SHIFT DIFFERENTIALS

A. The City's present practices with regard to the application of a shift differential will be continued during the term of this MOU. Such practices shall be in accordance with the LAAC Sections 4.61, 4.72, 4.74, and 4.75.

B. Notwithstanding the provisions of LAAC Section 4.61, Schedule A, Note N, if an employee works eight (8) hours or more on any one day, and more than fifty percent (50%) of that shift is between the hours of 5:00 p.m. and 8:00 a.m., the employee shall receive, for each such day worked, two (2) premium levels above the rate currently received by the employee. (Pensionable when regularly assigned; non-pensionable when assigned on a daily basis.)

C. Part-time employees in the following classifications and departments, who, prior to February 18, 2003, the date the part-time Agreement was approved by City Council, were receiving a shift differential when working less than eight (8) hours in a workday, shall continue to receive a shift differential if they work fewer than eight (8) hours between the hours of 5:00 p.m. and 8:00 a.m. (Pensionable when regularly assigned; non-pensionable when assigned on a daily basis.):

Animal Keepers, Los Angeles Zoo
Maintenance and Construction Helpers, Los Angeles Convention Center

ARTICLE 5.14 SIGN LANGUAGE PREMIUM PAY

A. Whenever a City department desires to have an employee certified as proficient in American Sign Language (“ASL”) as necessary to provide City services to the deaf community, the administrative head of that department shall transmit a written request to the Personnel Department to certify the employee as qualified to communicate fluently in ASL. The Personnel Department shall certify to the Controller, and to the appointing authority, that the employee has been certified and is eligible for sign language bonus pay as provided in subsections (b) and (c) below.

B. Certified employees who are required to utilize sign language skills in the performance of their job duties shall be compensated at the rate of five dollars ($5.00) per day for each business day they are required to utilize their skills, not to exceed fifty dollars ($50.00) bi-weekly. (Non-pensionable)

C. Prior to an eligible employee receiving sign language bonus pay for each business day on which his/her sign language skills were utilized, the employee's

appointing authority or designated representative shall certify to the Controller that the eligible employee utilized sign language communication skills in performance of his/her duties as requested by the City on each such business day.

ARTICLE 6.0 BENEFITS

ARTICLE 6.1 HEALTH/DENTAL AND THE FLEX BENEFITS PROGRAM

During the term of this MOU, the City will provide benefits in accordance with the Civilian Modified Flexible Benefits Program ("Flex Program") and any modifications thereto as recommended by the Joint Labor-Management Benefits Committee ("JLMBC") and approved by the City Council.

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

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

Health and Wellness Bonus

Effective December 25, 2016, employees who are eligible for and participate in the Flex Program shall receive a non-pensionable biweekly health and wellness bonus of one and one-half percent (1.5%) of base salary.

Health and Wellness Contribution

Effective December 25, 2016, employees who are eligible for and participate in the Flex Program without regard to whether an employee opts out of medical coverage shall make a pre-tax contribution equal to one and one-half percent (1.5%) of base salary to cover the cost of health care.

SECTION I HEALTH PLANS

The health plans offered and benefits provided by those plans shall be those approved by the City's JLMBC and administered by the Personnel Department in accordance with LAAC Section 4.303.

A. Effective January 1, 2015, Management agrees to contribute a monthly sum not to exceed the Kaiser Permanente family rate ("maximum monthly health care

subsidy") per full-time employee toward the cost of a City-sponsored health plan for employees who are members of the Los Angeles City Employees' Retirement System ("LACERS"). During the term of this MOU, Management's monthly health care subsidy for full-time employees shall increase by the increase in the Kaiser Permanente family rate. Increases in this monthly health care subsidy shall be effective at the beginning of the pay period in which the Kaiser Permanente yearly premium rate change is implemented.

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

C. Management agrees to contribute for each half-time employee, as defined by LAAC Section 4.110, who became a member of LACERS after July 24, 1989, and for each employee who transfers from full-time to half-time status after July 24, 1989, a monthly subsidy not to exceed the Kaiser employee-only rate, toward the cost of his/her Flex Program medical plan. Half-time employees who, prior to July 24, 1989, were receiving the same subsidy as full-time employees shall continue to receive that subsidy and shall be eligible to receive any increases applied to that subsidy as provided in this Article. During the term of this MOU, Management's monthly health care subsidy for half-time employees shall increase by the increase in the Kaiser Permanente single party rate. Increases in this monthly health care subsidy shall be effective at the beginning of the pay period in which the Kaiser Permanente yearly premium rate change is implemented.

D. Any employee who was receiving a full health subsidy as of July 24, 1989, in accordance with this Article, who transfers to half-time status following that date shall continue to be eligible for the full subsidy and shall be subject to any adjustments applied to that subsidy as provided in this Article. This provision shall apply providing that such employee does not have a break in service subsequent to July 24, 1989. Any half-time employee with a break in service after July 24, 1989, shall be subject to the partial subsidy provisions in this Article.

E. Full-time employees who work a temporary reduced schedule under the provisions of Article 6.8, Family and Medical Leave, shall continue to receive the same subsidy as full-time employees and will be subject to any adjustments applied to that subsidy as provided in this Article as well as the required Health and Wellness Bonus and Contribution toward the cost of health care as described in this Article.

F. Further, any half-time employee receiving either a full or partial subsidy in accordance with this Article who, subsequent to July 24, 1989, becomes an

intermittent employee shall not be eligible for such subsidy, notwithstanding his/her status as a member of LACERS.

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

SECTION II DENTAL PLANS

A. The dental plans offered and benefits provided by those plans shall be those approved by the City's JLMBC and administered by the Personnel Department in accordance with LAAC Section 4.303.

B. Management will expend for full-time employees who are members of LACERS, the monthly sum necessary to cover the cost of the employee-only coverage under the City-sponsored Dental Plan Program. Coverage for dependents of eligible employees may be obtained in a City-sponsored plan at the employee's expense, provided that such sufficient enrollment is maintained to continue to make such coverage available.

C. For each half-time employee, as defined by LAAC Section 4.110, who becomes a member of LACERS and for each employee who transfers from full-time to half-time status after July 24, 1989, Management will expend an amount equivalent to one-half of the cost of the employee-only coverage of the most expensive plan under the City-sponsored Dental Program. Half-time employees who, prior to July 24, 1989, were receiving the full employee-only subsidy shall continue to receive the full employee-only subsidy.

D. Any employee who was receiving a full employee-only dental subsidy as of July 24, 1989, in accordance with this Article, who transfers to half-time status following that date shall continue to be eligible for the full subsidy. This provision shall apply providing that such employee does not have a break in service subsequent to July 24, 1989. Any half-time employee with a break in service after July 24, 1989 shall be subject to the partial subsidy provisions in this Article.

E. Further, any half-time employee receiving either a full or partial subsidy in accordance with this Article who, subsequent to July 24, 1989, becomes an intermittent employee shall not be eligible for such subsidy, notwithstanding his/her status as a member of LACERS.

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

SECTION III DEFINITION OF DEPENDENT

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

SECTION IV GENERAL PROVISIONS

A. An open enrollment period of at least thirty (30) days shall be declared by the Personnel Department each year. During this open period, employees may enroll themselves and, at their option, their dependents in the City-sponsored plan. Employees who fail to enroll during this open period will be ineligible to participate in a City-sponsored plan unless another open enrollment period is subsequently declared by the Personnel Department.

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

SECTION V SUBSIDY DURING FAMILY OR MEDICAL LEAVE

For employees who are on Family or Medical Leave, under the provisions of Article 6.8 of this MOU, Management shall continue the City's medical and dental plan subsidies for employees who are enrolled in a City health and/or dental plan prior to the beginning of said leave. Employees shall be eligible for such continued subsidies while on a Family or Medical Leave in accordance with Article 6.8 herein. However, for any unpaid portion of Family or Medical Leave, health and/or dental plan subsidies shall be continued for a maximum of nine (9) pay periods, except while an employee is on a Pregnancy Disability Leave absence (up to 4 months), Management shall continue the City's subsidy for her pregnancy health coverage (medical plan subsidy) in compliance with the provisions of SB 299 and AB 592 enacted in 2011.

SECTION VI BENEFIT PROTECTION PLAN

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

SECTION VII CONTINUATION OF BENEFITS FOR SURVIVORS OF EMPLOYEES KILLED IN THE LINE OF DUTY

A. The City will provide continuation of the above medical and dental plan subsidies toward the cost of health plan premiums for the spouse or domestic partner and any minor dependents of any employee killed in the line of duty while on active payroll status. This coverage shall apply only to a spouse or domestic partner and/or dependents covered under the employee's plan at the time of death and shall cease for minor dependents when they reach the age of eighteen, or twenty-five years if unmarried and attending an accredited school on a full-time basis. It shall not apply to survivors of employees eligible for retiree health benefits. To be eligible for this benefit, such employee's death must occur on or after July 1, 2004.

B. This benefit shall be administered by the Personnel Department. Upon application by a spouse, domestic partner or dependents for this benefit, a committee comprised of representative of the Personnel Department, CAO and the department of the deceased employee shall jointly determine whether the circumstances of the employee's death qualify his/her spouse or domestic partner/dependents for the benefit provided under this section. The decision of this committee shall be final and binding and not subject to further appeal.

SECTION VIII FUNERAL EXPENSES

In addition to the above health insurance benefit, the City shall provide a funeral expense benefit of $10,000 to the heirs of any employee who is killed in the line of duty, subject to the same eligibility requirements as the health subsidy continuation.

ARTICLE 6.2 UNION-SPONSORED, SUPPLEMENTAL INSURANCE PROGRAMS

A. Each employee in the Unit will be enrolled in supplemental insurance programs designated and administered by SEIU 721.

B. The City will forward for each employee in the Unit, who is a member of LACERS on paid status, eight dollars and fourteen cents ($8.14) biweekly to SEIU 721 for distribution, by the Union, to designated carriers in the amounts necessary to cover enrollment in these programs.

C. Employees wishing to avail themselves of the Union sponsored dental benefits must be enrolled in an appropriate City plan in order to access said benefits.

D. The Controller and Personnel Department will establish such control over the disbursement of funds as they deem necessary.

E. The Union agrees to indemnify and hold harmless the City against all claims, including costs of suits and reasonable attorney fees and/or other forms of liability arising from the implementation of the provisions of this Article.

ARTICLE 6.3 HOLIDAYS AND HOLIDAY PAY

A. Notwithstanding any provisions of the LAAC that may conflict, the following days shall be treated as holidays:

1. New Year's Day (January 1)
2. Martin Luther King's Birthday (the third Monday in January)
3. Presidents' Day (the third Monday in February)
4. Cesar E. Chavez Birthday (the last Monday in March)
5. Memorial Day (the last Monday in May)
6. Independence Day (July 4)
7. Labor Day (the first Monday in September)
8. Columbus Day (the second Monday in October)
9. Veterans Day (November 11)
10. Thanksgiving Day (the fourth Thursday in November)
11. Day after Thanksgiving Day
12. Christmas Day (December 25)
13. Any day or portion thereof declared to be a holiday by proclamation of the Mayor and the concurrence of the City Council by resolution.
14. Two unspecified holidays.

B. Sunday Holiday - When any holiday from 1 through 12 above falls on a Sunday, it shall be observed on the following Monday.

C. Saturday Holiday - When any holiday from 1 through 12 above falls on a Saturday, it shall be observed on the preceding Friday.

D. Mayoral Holiday - Any holiday declared by proclamation of the Mayor shall not be deemed to advance the last scheduled working day before a holiday for purposes of computing any additional time off.

E. Standard Number of Hours for a Holiday - Whenever a holiday from 1 through 12 above occurs during an employee's regularly scheduled work week, eight (8) hours of paid leave shall be credited for the purpose of computing overtime pay for work performed after forty (40) hours.

F. Whenever a holiday listed under 13 above occurs during an employee's regularly scheduled work week, the appropriate number of hours paid leave shall be credited for the purpose of computing overtime pay for work performed after forty (40) hours.

G. Holiday on 9/80 or Modified Day Off - Whenever an employee's 9/80 or modified day off falls on a holiday, the employee shall take an alternate day off within the same workweek and calendar week as the holiday.

H. Holiday Premium Pay – Any non-FLSA exempt employee who works on any holiday listed above will receive eight (8) hours (or portion of as specified above in A. 13) of holiday pay and one and one-half (1.5) the hourly rate for all hours worked on the observed holiday; provided that the employee has: 1) worked his/her assigned shift immediately before and his/her assigned shift immediately after the holiday; or, 2) prior to such holiday Management has authorized the employee to take paid leave time off in lieu of the requirement to work said shifts. Any employee who fails to meet these requirements will be paid at the rate of one (1) hour for each hour worked. Employees shall not receive both overtime and holiday premium pay for the same hours.

I. Excess work on a Holiday - An employee who works in excess of: eight (8) hours on any holiday listed from 1 through 12 above, or works in excess of any day or portion thereof declared to be a holiday by proclamation of the Mayor shall be paid at the appropriate holiday premium pay rate for his/her class. Employees shall not receive both overtime and holiday premium pay for the same hours.

J. For each holiday listed above which results in time off with pay for employees working a Monday through Friday work week, employees who are scheduled to work other than the Monday through Friday work week shall be entitled to such day off with pay or shall be compensated in accordance with all pertinent provisions of B through I above. If such holiday falls on the employee's scheduled day off, an alternative day off in lieu shall be scheduled within the same calendar week as the holiday. However, nothing herein is intended to preclude departments from establishing internal policies regarding the scheduling of said alternate days off.

K. The additional compensation for work performed on a holiday as provided herein shall not apply to employees whose regular rate of pay is bonused to include pay for holidays worked.

L. Refuse Collection Work - Except in emergencies, no employees assigned to refuse collection crews or crews supporting such refuse collection crews will be required to work on any of the following major holidays: New Year's Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day. Such employees shall work the next Saturday in which a major holiday occurs during their regular workweek, at the rate of time and one-half (1.5) the employee's regular hourly rate of pay.

M. Management shall have sole authority and responsibility to determine whether the compensation for any holiday worked shall be in cash or paid leave time off.

N. Unspecified Holidays - The unspecified holidays shall be taken in accordance with the following requirements:

(1) Each unspecified holiday must be taken in one full normal working day increment of eight (8) hours during the calendar year in which it is credited or it will be forfeited. The request for such time off, if timely submitted by the employee, will be promptly approved by Management subject to the operating needs of the employee's department, office or bureau. If an unforeseen operating requirement prevents the employee from taking such previously-approved holiday(s), Management will reschedule the holiday(s) so that it/they may be taken on some other reasonably satisfactory date(s) within the calendar year.

(2) Any break in service (i.e., resignation, discharge, retirement, etc.) prior to taking said holiday(s) shall forfeit any right thereto.

(3) The holiday(s) shall not be utilized to extend the date of any layoff.

(4) No employee shall be entitled to such unspecified holiday(s) until he/she has completed six (6) months of service.

(5) Employees who work in intermittent, on call, vacation relief, or seasonal positions shall not be entitled to the unspecified holiday(s).

(6) No employee shall receive more than two (2) unspecified holiday(s) each calendar year. Thus, (a) an employee transferring from the Department of Water and Power (DWP) to any other City department, office or bureau will not receive (an) unspecified holiday(s) after taking such holiday(s) prior to leaving the DWP, and (b) employees who resign or are terminated and then rehired during the same calendar year, will not receive (an) additional unspecified holiday(s) when rehired.

ARTICLE 6.4 UNIFORMS AND MAINTENANCE ALLOWANCES

Unit employees who are required by their appointing authority to wear a work uniform shall receive uniform benefits and/or maintenance allowances as provided below. In the event that an appointing authority changes the type and/or style of required uniforms, or requires additional employees to wear a uniform, said appointing authority will, subject to review and approval by the CAO, provide an appropriate initial issue and will provide for the maintenance and replacement either through a contract service or a biweekly allowance for said purpose. Any allowances paid to employees herein are non-pensionable.

A. Each newly-employed full-time Animal Keeper will receive a one-time, initial issue of wash and wear-type uniforms consisting of three shirts, three slacks and

one jacket. These uniforms will be maintained, laundered or cleaned and replaced at the employee's expense.

Each full-time Animal Keeper will receive a uniform maintenance allowance of twenty-five dollars ($25.00) biweekly. Effective January 10, 2016 (the start of pay period 15) the $25.00 biweekly allowance shall increase to thirty-five dollars ($35.00) biweekly.

B. All maintenance and construction personnel assigned to the Zoo who are required to wear uniforms shall receive an initial issue of three (3) sets of uniforms, if not previously provided. These uniforms will be replaced, maintained, and cleaned at the employee's expense.

Management will give to each employee covered an allowance of twenty-five dollars ($25.00) each pay period for replacing, maintaining and cleaning such uniforms. Effective January 10, 2016 (the start of pay period 15), the $25.00 biweekly allowance shall increase to thirty-five dollars ($35.00) biweekly.

C. Employees assigned to Transportation Department Paint Crews shall be issued disposable two-piece work clothing in fluorescent orange color on an as-needed basis. The material shall be TYPE K or its equivalent in cost and quality.

D. Each member of a crack-sealing crew in the Bureau of Street Services, Department of Public Works, will be issued one (1) pair of safety boots and two (2) coveralls annually during the term of this MOU.

E. Whenever an employee is required to wear a uniform prescribed by the General Manager of the Harbor Department, he/she shall receive twenty-five dollars ($25.00) per pay period. Effective January 10, 2016 (the start of pay period 15), the $25.00 biweekly allowance shall increase to thirty-five dollars ($35.00) biweekly.

F. Each employee assigned to the Wastewater Collection Division, Bureau of Sanitation, who is required to wear high visibility clothing, shall receive an initial issue of three (3) sets of such clothing. Such clothing shall be cleaned, maintained, and replaced at the employee's expense. Management shall give each employee covered an allowance of twenty-five dollars ($25.00) biweekly for such cleaning, maintenance and replacement. Effective January 10, 2016 (the start of pay period 15), the $25.00 biweekly allowance shall increase to thirty-five dollars ($35.00) biweekly.

Unit employees shall not receive the thirty-five dollars ($35.00) uniform maintenance allowance when the department maintains uniforms and/or Federal and/or State laws mandate employer uniform maintenance.

G. The Boat Captain, Code 5113, in the Bureau of Sanitation, Hyperion Treatment Plant, who is required to wear a uniform shall clean, maintain, and replace such uniform at his own expense. Management shall give an allowance of twenty-six dollars ($26.00) biweekly to said employee for such cleaning, maintenance and replacement. Effective January 10, 2016 (the start of pay period 15), the $26.00 biweekly allowance shall be increased to thirty-five dollars ($35.00) biweekly.

H. Employees in the classes of Maintenance Assistant, Code 3108, Maintenance Laborer, Code 3112 and 3112-6; Refuse Collection Truck Operator, Code 3580-1 or 3580-2; or Truck Operator, Code 3583-6, in the Bureau of Sanitation, Refuse Collection Division, shall receive five (5) sets of uniforms each year during the term of this MOU. These employees shall receive a twenty dollar ($20.00) biweekly uniform allowance. Effective January 10, 2016 (the start of pay period 15), the $20.00 biweekly allowance shall increase to thirty-five dollars ($35.00) biweekly.

Unit employees shall not receive the thirty-five dollar ($35.00) uniform maintenance allowance when the department maintains uniforms and/or Federal and/or State laws mandate employer uniform maintenance.

I. Employees in the class of Motor Sweeper Operator, Code 3585, in the Bureau of Street Services shall receive two (2) pairs of coveralls annually during the term of this MOU.

J. One (1) employee in the class of Heavy Duty Truck Operator, Code 3584, in the Department of General Services, when regularly assigned to tow refuse collection vehicles shall receive a uniform voucher in the amount of one hundred dollars ($100.00) gross each year during the term of this MOU.

K. Three (3) employees in the class of Maintenance and Construction Helper, Code 3115, when regularly assigned to the Traffic Signal Loop Crew, Department of Transportation, shall be issued two (2) pairs of coveralls. These coveralls shall be of a high visibility material and shall be worn whenever the subject employees are working in traffic or in the installation of traffic signal loops. Management will replace both pairs of coveralls on a bi-annual basis. However, the coveralls shall be cleaned, maintained, and otherwise replaced at the employees' expense.

L. Employees assigned to the Wastewater Treatment Plants, Bureau of Sanitation, shall be issued four (4) sets of uniforms (work shirts and work pants) annually during the term of this MOU. These employees also shall receive twenty-five dollars ($25.00) per pay period for the cleaning and maintenance of these uniforms. Effective January 10, 2016 (the start of pay period 15), the $25.00 biweekly allowance shall increase to thirty-five dollars ($35.00) biweekly.

Unit members shall not receive the thirty-five dollars ($35.00) uniform maintenance allowance when the department maintains uniforms and/or Federal and/or State laws mandate employer uniform maintenance.

M. Work Shoes and Boots

Full time employees who are required by Management to wear a specific safety-type work shoe/boot or a uniform shoe/boot and whose employing department does not already provide said shoes or boots, or a cash allowance, shall receive a cash allowance of two hundred dollars ($200.00), and intermittent and half-time employees shall receive one-half this cash allowance (one hundred dollars [$100.00]) for the purchase, repair and maintenance of said shoes or boots provided they are on active payroll status each January 1 during the term of this MOU. In no event shall an employee receive more than $200.00 under the provisions of this Article. This payment shall be made by separate check distributed in February for the term of the MOU.

Each department shall develop safety shoe standards to include safety requirements, style and color consistent with operating needs and reasonable uniformity. All employees, including new hires and transfers, shall be responsible for compliance with these standards. Failure to wear approved and serviceable safety shoes while on duty may subject the employee to appropriate discipline.

N. Employees in the class of Equine Keeper, Code 4322, assigned to the (equestrian) Mounted Unit of the Metropolitan Division of the Los Angeles Police Department who, during the term of this MOU, are required by the Department to wear uniforms shall, at such time as they actually are issued uniforms, receive an allowance of twenty-five dollars ($25.00) per pay period for the cleaning, maintenance and replacement of said uniforms. Effective January 10, 2016 (the start of pay period 15), the $25.00 biweekly allowance shall increase to thirty-five dollars ($35.00) biweekly.

O. Employees in the classification of Special Program Assistant, Code 2415 and 2416, Vocational Worker, Code 3113, Assistant Tree Surgeon, Code 3150, Tree Surgeon Assistant, Code 3151, Tree Surgeon, Code 3114, Light Equipment Operator, Code 3523, Truck Operator, Code 3583, or Equipment Operator, Code 3525, who are regularly assigned to the Tree Crews in the Department of Recreation and Parks, Forestry Division, shall receive an initial issue of eleven (11) pairs of trousers, eleven (11) shirts and three (3) sets of coveralls, to be laundered and replaced at the Department's expense.

P. Employees in the Department of Recreation and Parks who are required by appointing authority to wear a uniform, other than provided for in subsection P above, shall receive an initial issue of wash and wear-type uniform(s) from the department and shall receive, effective January 10, 2016 (the start of pay period 15), a uniform maintenance and replacement allowance as follows:

a) Full-time employees shall receive thirty-five dollars ($35.00) per pay period;
b) Half-time (part-time) employees shall receive seventeen dollars and fifty cents ($17.50) per pay period only when hours have been worked during said pay period;
c) Intermittent (part-time) employees shall receive five dollars ($5.00) per pay period only when hours have been worked during said pay period.

Q. Employees in the classification of Tree Surgeon, Code 3114, Gardener Caretaker, Code 3141 or Senior Gardener, Code 3143, who are regularly assigned to the Vegetation Management Crew in the Department of Recreation and Parks, Forestry Division, shall receive an initial issue of thirteen (13) sets of coveralls, to be laundered and replaced at the Department's expense.

R. Employees who are employed in the Department of Public Works, Bureau of Street Services "Tree Crews," shall be issued four (4) uniforms annually. These employees shall also receive a uniform allowance of twenty-five dollars ($25.00) per pay period for the cleaning and maintenance of these uniforms. Effective January 10, 2016 (the start of pay period 15), the $25.00 biweekly allowance shall increase to thirty-five dollars ($35.00) biweekly.

S. Employees who are employed in the Wastewater Collection Systems Division of Department of Public Works shall be issued four (4) uniform coveralls annually. These employees shall also receive a uniform allowance of twenty-five dollars ($25.00) per pay period for the cleaning and maintenance of these uniforms. Effective January 10, 2016 (the start of pay period 15), the $25.00 biweekly allowance shall increase to thirty-five dollars ($35.00) biweekly.

Unit employees shall not receive the thirty-five dollars ($35.00) uniform maintenance allowance when the department maintains uniforms and/or Federal and/or State laws mandate employer uniform maintenance.

T. Whenever employees are required to wear a uniform prescribed by the appointing authority of the Los Angeles World Airports, these employees shall be issued wash and wear-type uniforms (or coveralls, which are optional), or a voucher that covers the full cost of purchase and replacement of wash and wear-type uniforms, during the term of this MOU. At Management's discretion, said uniforms shall be maintained at Management's expense or at the employee's expense. Effective January 10, 2016 (the start of pay period 15), if the employees are required to maintain said uniforms, Management shall provide each employee a uniform maintenance allowance of thirty-five dollars ($35.00) per pay period.

Unit employees shall not receive the thirty-five dollars ($35.00) uniform maintenance allowance when the department maintains uniforms and/or Federal and/or State laws mandate employer uniform maintenance.

ARTICLE 6.5 RAIN GEAR

Management shall provide rain gear or make rain gear available, where applicable, to employees who are required to work outside in inclement weather as a normal part of their job duties. Management shall replace such rain gear when no longer serviceable. Where rain jackets and pants are provided, they must meet the following specifications:

Rain Jackets – Jackets with attached or detachable Parka hood. Fire retardant PVC/Nylon/PVC laminated construction. Storm front. Non-Conductive buttons for closing. Exterior-High Visibility Color. Seams double needle lock stitch to form seams which will not rip, coated seams inside and out. Vent holes under armpit. Material will not crack or peel in temperatures of -30°F to 120°F.

Rain Pants – Bib coverall type capable of being worn with Rain Jackets furnished. Color, construction, and, seams as specified for Rain Jackets. Fly Front, elastic suspenders.

ARTICLE 6.6 EMPLOYEE BENEFITS

A. SICK LEAVE BENEFITS

Management's practices with regard to sick leave benefits will be continued during the term of this MOU. Such practices shall be in accordance with LAAC Sections 4.126, 4.126.2, and 4.128.

(1) Preventive Medical Treatment

Notwithstanding LAAC Section 4.126(d), effective December 27, 2015, forty (40) hours of one hundred percent (100%) sick leave for a full-time employee and twenty (20) hours of one hundred percent (100%) sick leave for a regular half-time employee may be used to secure preventive medical treatment for the employee and for the members of the employee's immediate family.

(2) Sick Leave Benefit – Part-Time Employees

(a) Half-time employees as defined in this MOU must complete a period of six (6) consecutive months of service, and have been compensated for at least five hundred (500) hours before qualifying for sick leave, unless said employees had already completed six consecutive months of service and were compensated for at least five hundred (500) hours as an intermittent employee prior to becoming half time, in which case they will become eligible immediately upon designation to half-time status to accrue and use sick leave at the appropriate pro-rated amount.

(b) An intermittent employee who becomes a full-time or half-time employee, who has not previously qualified for sick leave benefits as a full or half-time employee, or who has not completed six (6) months of City service and been compensated for five hundred (500) hours as an intermittent employee, shall be required to complete the six-month qualifying period and to have been compensated for at least five hundred (500) hours in accordance with this Article. Upon completion of this qualifying period, a half-time employee will be allowed sick leave pro-rated on the basis of total number of hours scheduled in relationship to the total number of hours required for full-time employment.

(c) Intermittent employees as defined in this MOU shall not be entitled to accrue or use sick leave benefits except as provided in Article 4.6, Part-Time Employment.

(d) When a full-time or half-time employee becomes an intermittent employee, all accrued and accumulated sick leave for which he/she has been credited shall remain credited to the employee but frozen in the amounts so accrued and accumulated without increase or decrease because of the change in work schedule. Such benefits may only be used if the employee becomes a half-time or full-time employee.

(e) Sick Leave Benefit for Pregnancy

Every full-time and half-time employee in any City department shall be entitled to use sick leave accrued pursuant to this Article if that employee is unable to work on account of her pregnancy, childbirth or related medical conditions (see the Family and Medical Leave article).

(f) Discontinuance of 50% Sick Leave

(i) Beginning January 1, 1998, employees shall be allowed twelve (12) working days leave at full pay and five working days at 75% of full pay each calendar year plus the days of sick leave accrued and accumulated as provided herein. As of January 1, 1998, any unused balance of sick leave at 50% of full pay shall be frozen with no further credits or withdrawals permitted.

(ii) If any employee becomes separated from service of the City by reason of retirement on or after January 1, 1997, any balance of accumulated sick leave at 50% of full pay remaining unused at the date of separation shall be

compensated by cash payment at 25% of the employee's salary rate current at such date of separation. In no instance will an employee be compensated more than once for accumulated full pay sick leave and 50% sick leave upon retirement.

B. FAMILY ILLNESS

(1) Management's present practices of allowances for leave for family illness will be continued during the term of this MOU. Effective December 27, 2015, the aggregate number of working days allowed in any one calendar year with full pay shall not exceed fifteen (15) days. Such practice of allowance for leave of illness in family shall be in accordance with LAAC Section 4.127. Upon the adoption of a child, an employee will be permitted to use fifteen (15) days of family illness sick leave.

(2) The definition of "immediate family" shall include: the father, father-in-law, mother, mother-in-law, brother, sister, spouse, child, foster child, grandparents, grandchildren, step-parents, step-children of any employee of the City, great-grandparents, great-grandchildren, the domestic partner of the employee, a household member (any person residing in the immediate household of the employee at the time of the illness of injury) and the following relatives of an employee's domestic partner: child, grandchild, mother, father.

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

*Notwithstanding the provisions of LAAC Section 4.127, employees who are not otherwise subject to attendance monitoring shall not be required to submit a doctor's note for the first day's usage of family illness or for the use of one day of family illness.

C. BEREAVEMENT LEAVE

(1) Management's present practices with regard to allowances for leave because of family deaths will be continued during the term of this MOU. Such practices of allowances for leave because of family deaths shall be in accordance with LAAC Section 4.127.1(a) – (d) which provides for a maximum of three working days for each occurrence of a death in the employee's immediate family.

(2) For the purpose of this Article, the definition of an immediate family member, as defined in LAAC Section 4.127.1, shall include the father,

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

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

(4) In addition to the bereavement leave granted under this Article, upon the approval of the appointing authority, any employee who has accrued unused sick leave at full pay, shall be allowed sick leave with full pay not to exceed two (2) working days per occurrence for the purpose of bereavement leave if it is necessary for the employee to travel a minimum of 1,500 miles one way, as determined by the Automobile Association of America (AAA). Employees requesting the use of sick leave under this provision shall furnish satisfactory proof to the appointing authority of the distance traveled. Use of sick leave hours for bereavement leave shall not be counted as sick leave in any department Sick Leave Use Monitoring Program.

(5) Effective December 13, 2015, members of this Unit shall be entitled to use the bereavement leave granted under this Article (or the sick leave used for purposes of bereavement leave as described in this Article) up until three hundred and seventy (370) calendar days from the date of the death of the qualifying immediate family member. Bereavement leave days not used prior to 370 calendar days from the date of said death shall be deemed waived and lost.

ARTICLE 6.7 EMPLOYEE ASSISTANCE PROGRAM

Operative the effective date of this MOU, Unit employees shall be covered by the EMPLOYEE ASSISTANCE PROGRAM ("EAP") available to all other Council-controlled civilian employees.

For the toll-free, 24-hour confidential EAP help-line, call (800) 213-5813 or access the EAP website at: members.mhn.com.

Information on the current EAP provider is available through the Personnel Department, Employee Benefits Division at (213) 978-1655 or at http://perlacity.org/bens/index.html.

ARTICLE 6.8 FAMILY AND MEDICAL LEAVE

I. AUTHORIZATION FOR LEAVE

A. During the term of this MOU, up to four (4) months (nine [9] pay periods [720 hours]) of family or medical leave shall be provided for the purpose of childbirth, adoption, foster care of a child, or serious health condition of an immediate family member (as defined in Article 6.6, Employee Benefits, Family Illness), upon the request of the employee, or the designation of Management in accordance with applicable Federal or State law, notwithstanding any other provisions of this MOU or the LAAC to the contrary.

B. An employee may take leave under the provisions of this Article if he/she has a serious health condition that makes him/her unable to perform the functions of his/her position.

C. Leave under the provisions of this Article shall be limited to four (4) months (nine [9] pay periods [720 hours]) during a twelve (12) month period, regardless of the number of incidents. A 12-month period shall begin on the first day of leave for each individual taking such leave. The succeeding 12-month period will begin the first day of leave taken under the provisions of this Article after completion of the previous 12-month period.

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

II. DEFINITIONS

The following definitions are included to clarify family relationships as defined in the Family and Medical Leave Act (FMLA) and the California Family Rights Act.

A. **Spouse** means a husband or wife as defined or recognized under State law for purposes of marriage in this State.

B. **Domestic partner** means a named domestic partner in a confidential affidavit declaring the existence of said domestic partner and signed by the City employee, which is on file in the Employee Benefits Office, Personnel Department.

C. **Parent** means a biological, step, adoptive or foster parent, an individual who stands or stood *in loco parentis* to an employee, or a legal guardian. This term does not mean parents-in-law. Persons who are *in loco parentis* include those with day-to-day responsibilities to care for or financially support a child, or in the case of a parent of an employee, who had such responsibility for the employee when the employee was a child. A biological or legal relationship is not necessary.

D. **Child** means a biological, adopted, or foster child, a stepchild, a legal ward or child of a person standing *in loco parentis*, who is either under age 18 or age 18 or older and incapable of self-care because of a mental or physical disability.

III. ELIGIBILITY

A. The provisions of this Article shall apply to all employees in this Unit in all City departments who have been employed by the City for at least 12 months and who have worked at least 1,040 hours during the 12 months immediately preceding the beginning of the leave.

Exception: In accordance with Pregnancy Disability Leave under the California Fair Employment and Housing Act ("FEHA"), on the first day of employment with the City, pregnant employees are eligible for six (6) weeks (three (3) pay periods) of leave if not disabled due to pregnancy and up to four (4) months (nine (9) pay periods [720 hours]) of leave if disabled due to pregnancy.

B. (1) Parents (including those who are domestic partners) who both work for the City may take leave under the provisions of this Article at the same time to care for a new child by birth or adoption, or foster care of a child. However, the aggregate period of time to which both are entitled is limited to the time allowed for only one employee.

(2) Spouses or domestic partners who both work for the City may take leave under the provisions of this Article at the same time to care for a sick parent. However, the aggregate period of time to which both are entitled is limited to the time allowed for only one employee.

(3) Each employee must notify his/her employing department at the time the leave is requested of the name and department of the second family member who is requesting leave for the same incident. Such notification must include the starting and ending dates of the time period for which each employee is requesting leave.

(4) The time limitation described above does not apply to leave taken by one spouse or one domestic partner to care for the other who is seriously ill, or to care for a child with a serious health condition.

IV. CONDITIONS

A. **Pregnancy**

(1) The start of leave for a pregnant employee shall be at the beginning of the employee's pregnancy-related disability that a health care provider certifies as necessary. Leave for the non-disability portion of childbirth may be taken before or after delivery.

(2) In accordance with Pregnancy Disability Leave ("PDL") under the FEHA, pregnant employees who are disabled due to pregnancy, childbirth, or related medical conditions are eligible for up to four (4) months (nine [9] pay periods [720 hours]) of leave with medical certification certifying the employee as unable to work due to a pregnancy-related condition. PDL under the FEHA may be taken before or after the birth of the child, and shall run concurrently with pregnancy leave under the federal Family and Medical Leave Act of 1993, which must be concluded within one (1) year of the child's birth.

(3) Employees (either parent) are also eligible for family leave ("bonding") under the California Family Rights Act, which shall be limited to four (4) months (nine [9] pay periods [720 hours]) and must be concluded within one (1) year of the child's birth. Whereas bonding leave for the pregnant employee may be taken before or after delivery, bonding leave for the non-pregnant employee shall be taken on or after the anticipated delivery or placement date of the child except as may be necessary under Subsection IV.B "Adoption." (The administration of such leave shall be in accordance with Sections III.B. and IV.F of this Article.)

B. **Adoption** - The start of a family leave for adoption shall begin on a date reasonably close to the date the child is placed in the custody of the employee. Leave for adoption or foster care of a child may also be granted prior to placement if an absence from work is required.

C. **Family Illness** - The start of a family leave for a serious health condition of a family member shall begin on the date requested by the employee or designated by Management.

D. **Employee's Own Illness -** The start of a leave for the employee's own serious health condition shall begin on the date requested by the employee or designated by Management.

E. **Serious Health Condition** is defined as an illness, injury, impairment, or physical or mental condition that involves:

(1) Any period of incapacity or treatment connected with inpatient care in a hospital, hospice, or residential medical care facility; or

(2) A period of incapacity requiring an absence of greater than three calendar days involving continuing treatment by or under the supervision of a health care provider; or

(3) Any period of incapacity (or treatment therefore) due to a chronic serious health condition; or

(4) A period of incapacity that is permanent or long-term due to a condition for which treatment may not be effective; or

(5) Any absences to receive multiple treatments (including any period of recovery therefrom) by, or on referral by, a health care provider for a condition that likely would result in incapacity or more than three (3) consecutive days if left untreated; or

(6) Any period of incapacity due to pregnancy or for prenatal care.

F. **Continuous, Intermittent, and Reduced Work Schedule Leave -** All leave granted under this Article shall normally be for a continuous period of time for each incident.

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

(2) In accordance with the California Family Rights Act, leave for the birth, adoption or foster care placement of a child of an employee ("bonding" leave) does not have to be taken in one continuous

period of time. Under the California Family Rights Act, the basic minimum duration of bonding leave is two (2) weeks, and on any two (2) occasions an employee is entitled to such bonding leave for a time period of not less than one (1) day but less than two (2) weeks' duration. Any other form of intermittent leave, or work on a reduced schedule, for the purpose of bonding leave shall only be permitted at the discretion of Management. Bonding leave must be concluded within one (1) year of the birth or placement of the child.

G. If any employee requires another leave for a separate incident under the provisions of this Article during the same 12-month period, a new request must be submitted.

H. A personal leave beyond the four (4) month (nine [9] pay periods [720 hours]) leave provided in this Article may be requested, subject to the approval of the appointing authority and, if required, the Personnel Department, as provided under other City leave provisions.

I. An employee receiving temporary workers' compensation benefits (either IOD or the rate provided in Division IV of the California Labor Code) who meets the eligibility requirements in III.A. of this Article shall automatically be considered to be on family or medical leave, effective the first day of the employee's absence.

J. Management has the right to verify the certification of a serious health condition by a health care provider for a leave under the provisions of this Article. Management shall allow the employee at least fifteen (15) calendar days to obtain the medical certification.

K. Upon return from family or medical leave, an employee shall be returned to his/her original job or to an equivalent job.

V. NOTICE REQUIREMENTS

A. Employee

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

B. Management

In response to employee's request for family or medical leave, Management shall indicate whether or not the employee is eligible for such leave, if such leave will be counted against the employee's annual family or medical leave entitlement, and any requirement for the employee to furnish medical certification. Management may designate leave, paid or unpaid, taken by an employee as family or medical leave-qualifying, regardless of whether or not the employee initiates a request to take family or medical leave.

VI. APPLICABLE TIME OFF

Employees who are granted leave in accordance with this Article shall take time off in the following order:

A. Childbirth (Mother)

(1) Accrued sick leave (100% and 75%) or vacation for the entire period of disability that a health care provider certifies is necessary (including prenatal care or the mother's inability to work prior to the birth), may be taken at the employee's discretion.

(2) For the non-disability portion of childbirth leave (before delivery or after bonding), accrued vacation available at the start of the leave shall be used prior to the use of time under 3, 4, 5 and 6 below.

(3) Accrued 100% sick leave. The use of sick leave under this subsection is at the employee's discretion.

(4) Accrued 75% sick leave, following use of all 100% sick leave. The use of sick leave under this subsection is at the employee's discretion.

(5) Unpaid leave.

(6) Accrued compensatory time off may be used at the employee's discretion, with management approval, after exhaustion of 100% sick leave (No. 3 above). However, FLSA compensatory time off shall not be counted against the employee's four-month (nine [9] pay periods [720 hours]) family or medical leave entitlement. Therefore, any use of FLSA compensatory time off under this Section shall extend the employee's family or medical leave by the total amount of FLSA compensatory time off used.

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

(1) Annual family illness sick leave up to fifteen (15) days may be used at the employee's discretion. Such leave may be taken before or after the vacation described in 2 below.

(2) Accrued vacation available at the start of the leave shall be taken. Such time must be used prior to the use of time under 3, 4, 5 and 6 below.

(3) Accrued 100% sick leave. The use of sick leave under this subsection is at the employee's discretion.

(4) Accrued 75% sick leave, following use of all 100% sick leave. The use of sick leave under this subsection is at the employee's discretion.

(5) Unpaid leave.

(6) Accrued compensatory time off may be used at the employee's discretion, with management approval, after exhaustion of 100% sick leave (No. 3 above). However, FLSA compensatory time off shall not be counted against the employee's four-month (nine [9] pay periods [720 hours]) family or medical leave entitlement. Therefore, any use of FLSA compensatory time off under this Section shall extend the employee's family or medical leave by the total amount of FLSA compensatory time off used.

C. Personal Medical Leave

(1) Accrued 100% sick leave may be used at the employee's discretion. Such leave may be taken before or after the vacation described in No. 3 below.

(2) Accrued 75% sick leave may be used following use of all 100% sick leave at the employee's discretion. Such leave may be taken before or after the vacation described in No. 3 below.

(3) Accrued vacation time.

(4) Unpaid leave.

(5) Accrued compensatory time off may be used at the employee's discretion, with management approval, after exhaustion of 100% sick leave (No. 1 above). However, FLSA compensatory time off

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

VII. SICK LEAVE RATE OF PAY

Payment for sick leave usage under VI.A, B, and C shall be at the regular accrued rate of 100% or 75% as appropriate.

VIII. MONITORING

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

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

ARTICLE 6.9 TEMPORARY DISABILITY: WORKERS' COMPENSATION (IOD)

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

During the term of this MOU, Management agrees to continue providing Workers' Compensation benefits in accordance with LAAC Section 4.104, except that salary continuation payments during absences for temporary disabilities arising from job-related injuries or illnesses (injury on duty (IOD)) shall be in an amount equal to the employee's regular biweekly, take-home pay at the time of incurring the disability condition. For the purposes of this Article, take-home pay is defined as an employee's biweekly gross salary rate less the mandatory deductions for Federal and State income tax withholding, and employee retirement contributions.

ARTICLE 6.10 VACATION

A. Notwithstanding the provisions of LAAC Section 4.245, each employee in this Unit who has completed his/her qualifying year on or after that date shall be entitled to the following number of vacation days with full pay, based on the number of years of City service completed; accrued and credited at the rates indicated, subject to deductions for absences as provided in LAAC Section 4.246.

Years of Service Completed	Number of Vacation Days	Monthly Accrual Rate in Hours/Minutes
1	11	7.20
5	17	11.20
13	18	11.20
14	19	11.20
15	20	11.20
16	21	11.20
17	22	14.40
18	23	14.40
19	24	16.00
25	25	16.40

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

Unit members called into active military service (other than temporary military leave) shall, following their qualifying year of service for vacation continue to accrue vacation during their military service, subject to the same maximum accrual requirements as active City employees. In order to avoid reaching maximum accrual during an extended leave, employees may request cash payment of accrued but unused vacation time as of the date of the commencement of their military leave. Such request may be for all accrued time or a portion of their accrued time. The request for any cash payment must be made prior to the employee's first day of their leave of absence and verified by military orders or other evidence of call-up into the armed forces of the United States.

ARTICLE 7.0 TIME OFF

ARTICLE 7.1 JURY SERVICE

A. An employee duly summoned to attend any court for the purpose of performing jury service shall, for those days during which jury service is actually performed and those days necessary to qualify for jury service, receive his/her regular salary. The absence of the employee for the purpose of performing jury service shall be deemed to be an authorized absence with pay within the meaning of LAAC Section 4.75.

B. During the time the employee is actually reporting for jury service, the head of the department, office, or bureau, or his/her designee will convert the employee's usual shift to a regular five-day, Monday through Friday day shift. However, employees may choose to remain on an alternative work schedule (9/80, 4/10, or 3/12) or on an off-watch schedule during jury service with the understanding that jury service on a regularly scheduled day off (RDO) will not be compensated.

Employees must report for work on any day of his/her converted shift that he/she is not required by the Court to perform jury service.

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

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

ARTICLE 7.2 CIVIC DUTY

A. Subject to the exceptions and provisions of paragraph B of this Article, whenever an employee is subpoenaed to appear as a witness, that employee will be granted a leave of absence with pay calculated pursuant to this Article. Such an employee will be paid the difference between the pay he/she regularly receives for a normal working day (without considering any potential overtime pay he/she may have received) and the amount he/she receives as witness fees. Any money received as compensation for mileage is not to be considered as part of the employee's witness fees.

B. This Article does not apply to any employee:

(1) Subpoenaed to appear in any proceeding as a litigant or as an expert witness;

(2) Subpoenaed to appear as a witness in any action brought about as a result of his/her own misconduct, or brought about through his/her connivance;

(3) Making an appearance for which he/she receives compensation in excess of his/her regular earnings; or

(4) Subpoenaed to appear or appearing during his/her off duty hours.

C. The Police Department may reschedule an employee so that his/her subpoena does not conflict with his/her hours of work; arrange with the subpoenaing authority to place the employee in an "on call" status; or reschedule an employee subpoenaed to appear during off duty hours to alternate hours. All departments other than the Police Department may so reschedule with the consent of the subpoenaed employee.

ARTICLE 7.3 EMPLOYMENT OPPORTUNITIES

A. The Personnel Department will provide to the Union copies of all job bulletins. Tentative examination bulletins approved by the Personnel Department will be

provided to the Union seven (7) calendar days prior to the date of the public posting of the final bulletin for the examination.

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

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

ARTICLE 8.0 RETIREMENT

ARTICLE 8.1 RETIREMENT BENEFITS

A. BENEFITS

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

(2) For employees hired on or after the date of adoption of the Ordinance implementing LACERS Tier 3, the retirement formula for LACERS Tier 3 and a flat-rated employee retirement contribution of seven percent (7%) shall be continued during the term of the MOU.

B. RETIREE HEALTH BENEFITS

(1) There is currently in effect a retiree health benefit program for retired members of LACERS under LAAC Division 4, Chapter 11. All covered employees who are members of LACERS, regardless of retirement tier, shall contribute to LACERS four percent (4%) of their pre-tax compensation earnable toward vested retiree health benefits as provided by this program. The retiree health benefit available under this program is a vested benefit for all covered employees who make this contribution, including employees enrolled in LACERS Tier 3.

(2) With regard to LACERS Tier 1, as provided by LAAC Section 4.1111, the monthly Maximum Medical Plan Premium Subsidy, which represents the Kaiser 2-party non-Medicare Part A and Part B premium, is vested for all members who made the additional contributions authorized by LAAC Section 4.1003(c).

(3) Additionally, with regard to Tier 1 members who made the additional contribution authorized by LAAC Section 4.1003(c), the maximum amount of the annual increase authorized in LAAC Section 4.1111(b) is a vested benefit that shall be granted by the LACERS Board.

(4) With regard to LACERS Tier 3, the Implementing Ordinance shall provide that all Tier 3 members shall contribute to LACERS four percent (4%) of their pre-tax compensation earnable toward vested retiree health benefits, and shall amend LAAC Division 4, Chapter 11 to provide the same vested benefits to all Tier 3 members as currently are provided to Tier 1 members who make the same four percent (4%) contribution to LACERS under the retiree health benefit program.

(5) The entitlement to retiree health benefits under this provision shall be subject to the rules under LAAC Division 4, Chapter 11 in effect as of the effective date of this provision, and the rules that shall be placed into LAAC Division 4, Chapters 10 and 11, with regard to Tier 3, by the Implementing Ordinance.

(6) As further provided herein, the amount of employee contributions is subject to bargaining in future MOU negotiations.

(7) The vesting schedule for the Maximum Medical Plan Premium Subsidy for employees enrolled in LACERS Tier 1 and LACERS Tier 3 shall be the same.

(8) Employees whose Health Service Credit, as defined in LAAC Division 4, Chapter 11, is based on periods of part-time and less than full-time employment, shall receive full, rather than prorated, Health Service Credit for periods of service. The monthly retiree medical subsidy amount to which these employees are entitled shall be prorated based on the extent to which their service credit is prorated due to their less than full time status.

C. PROCEDURE FOR BENEFITS MODIFICATIONS

(1) Proposals for major retirement benefit modifications will be negotiated in joint meetings with the certified employee organizations whose memberships will be directly affected. Agreements reached between Management and organizations whereby a majority of the members in

LACERS are affected shall be recommended to the City Council by the CAO as affecting the membership of all employees in LACERS. Such modifications need not be included in the MOU in order to be considered appropriately negotiated.

(2) Proposals for minor benefit modifications and technical changes will be considered and reported on as appropriate, but no more than once a year, in a report from the CAO to the City Council. Affected organizations shall be given the opportunity to review the proposed minor changes prior to the release of the report, and their views shall be included in the report.

(3) If agreement is not reached between Management and the organizations representing a majority of the members in LACERS as to whether a particular proposal constitutes either a major or a minor modification, the proposal shall be treated as a major modification.

D. PART-TIME EMPLOYEES

(1) Part-time employees in this Unit eligible for membership in LACERS shall be certified as LACERS members under the following conditions:

(a) Half-time employees, upon written request to the appointing authority, shall be certified as LACERS members upon their date of hire to a half-time position, or anytime thereafter, if elected.

(b) Effective July 26, 2015, intermittent part-time employees in this Unit shall, after 1,000 compensated hours in one service year, be designated as half-time employees and certified as LACERS members, upon written request to the appointing authority.

(2) Employees certified as LACERS members prior to the effective date of this MOU shall retain their LACERS membership.

(3) For employees not eligible for LACERS membership, a flat-rated employee contribution of four and one-half percent (4.5%) into the Pension Savings Plan shall be applied for each plan year. The City shall contribute an amount equal to three percent (3%) of each employee's compensation for each plan year.

(4) Retiree health benefits are provided as defined in B above.

ARTICLE 9.0 MISCELLANEOUS

ARTICLE 9.1 DEFINITION OF EMERGENCY

For the purpose of administering the provisions of this MOU, an emergency shall be defined as an occurrence, situation, or condition that could not have been reasonably foreseen or anticipated.

ARTICLE 9.2 LICENSE FEES

A. Subject to such rules and regulations as the Controller may establish, the Department of Building and Safety shall waive its usual fee or charge for any license or permit an employee is required to possess to operate equipment in the performance of his/her duties. Such license or permit shall be limited to cover work performed for the City.

B. Unit employees who are required by their appointing authority to obtain and maintain a valid class A or B California Driver License, not otherwise required as a condition of employment, shall be reimbursed by his/her appointing authority for the fees required to obtain and renew such license(s).

Nothing herein shall obligate the City to pay for licenses which may become a condition of employment by mandate of the State or other regulatory agency subsequent to an employee's date of employment or the operative date of this MOU, whichever is applicable.

ARTICLE 10.0 UNION RELEASE TIME

ARTICLE 10.1 UNION RELEASE TIME

The appointing authority may grant to elected officers or appointed representatives of the Union time off for Union representation activities. Release time under this Article shall be allowed for no more than one (1) employee in a department or Public Works Bureau, with a total of ten (10) employees for all SEIU bargaining units (4, 8, 14, 15, 17, 18, & 36).

A. The Union shall submit a written request for release of an employee to that employee’s Department Management, which shall include a list of all employees currently on release time for these Units. Such request shall be submitted at least 21 calendar days prior to the effective release date, specifying the starting and ending dates of release. The Union shall provide a copy of said request to the CAO. The employee shall fill out any necessary paperwork required by Management for his/her release.

B. Whenever operationally feasible, the Department shall grant the time off request. When it is not possible to immediately grant the request, the Department shall

provide an explanation in writing and specify a date when the employee can be released.

C. Release time shall be granted for a maximum of one year in any three-year period unless additional release time is approved by the CAO and the affected department.

D. Employees shall be paid the employee's current salary by the City while the employee is performing these duties for the Union.

E. Employees shall retain all of their existing benefits, including, but not limited to medical, dental, deferred compensation plan, retirement benefits and seniority accrual in their civil service class.

F. The Union shall reimburse the City for all salary and benefits costs incurred as a result of release time, including but not limited to, vacation, sick leave, compensated time off, retirement, short-term disability, life insurance, medical, dental and workers' compensation. The benefits cost shall be based on the benefits rates established by the CAO as contained in the City Budget in effect during the period of release time, and the cost of other benefits approved by the JLMBC that become effective during this period.

G. Payment of any overtime worked while on release time shall be the responsibility of the Union.

H. The CAO shall bill the Union and Union shall make payments to the CAO of all reimbursable costs identified in Section F above.

I. An employee on release time shall submit weekly timesheets signed by the employee and the Union (General Manager or his/her designee) to their respective Personnel Director specifying the number of hours worked and use of any sick leave, vacation time or compensated time off.

J. Should an employee incur a work-related injury while on release time, he/she shall remain on release time with the Union during the period of injury-on-duty (IOD), or until the release time has ended, and shall continue to be counted in determining the ten (10) employee maximum, as provided for above. The Union will reimburse the City for all IOD and Workers' Compensation related costs.

K. When the employee returns from release time, he/she shall return to his/her civil service classification and pay grade at the time of release.

L. The employee must have passed probation in his/her current class to be eligible for release time.

M. The Union shall indemnify, defend and hold the City and its officers and employees harmless against any and all claims, suits, demands or other forms of liability that might arise out of or result from any action taken by an employee in the service of the Union.

The CAO shall maintain a list of employees who have been approved for release time and the approved duration.

ARTICLE 11.0 SERVICE AND WORKFORCE

ARTICLE 11.1 SERVICE AND WORKFORCE RESTORATION

A. The City and the Union will mutually designate trainee-level positions and design training programs for targeted entry-level Civil Service classifications including, but not limited to:

Classification Title	Class Code	MOU
Maintenance Laborer	3112	MOU 04
Tree Surgeon Assistant	3151	MOU 04
Gardener Caretaker	3141	MOU 04
Animal Care Technician	4310	MOU 04
Truck Operator	3583	MOU 04
Equipment Operator	3525	MOU 04
Maintenance and Construction Helper	3115	MOU 04
Street Services Worker	4150	MOU 04
Water Utility Worker		MOU 04

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

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.

Service Employees International Union, Local 721
Authorized Representatives

David Sanders
Regional Director, SEIU

Arthur Sweatman
Bargaining Unit Chair, MOU 4

City of Los Angeles, Authorized Management Representative

Miguel A. Santana
City Administrative Officer

12/3/15
Date

As to form and legality:

City Attorney:

12/4/15
Date

Appendix A

MOU 04

Operative on July 1, 2015

CLASS CODE	TITLE	RANGE #	SALARY RANGE/RATE		
4310-0	ANIMAL CARE TECH	2003	$ 41,823	--	$ 56,376
4304-0	ANIMAL KEEPER	2270	$ 47,398	--	$ 63,893
4143-1	ASPHALT PLANT OPER I	2211	$ 46,166	--	$ 62,202
4143-2	ASPHALT PLANT OPER II	2510	$ 52,409	--	$ 70,658
3142-0	ASST GARDENER	1964	$ 41,008	--	$ 55,290
3150-0	ASST TREE SURGEON	1856	$ 38,753	--	$ 52,221
5113-1	BOAT CAPTAIN I			$3076.80/BW	
5113-1H	BOAT CAPTAIN I - HARBOR			$3672.80/BW	
5113-2	BOAT CAPTAIN II			$3385.60/BW	
5113-2H	BOAT CAPTAIN II - HARBOR			$3723.20/BW	
3588-0	BUS OPERATOR	2457	$ 51,302	--	$ 69,155
3503-0	COMPRESSOR OPERATOR			$3453.60/BW	
5131-0	DECK HAND			$2330.40/BW	
5131-H	DECK HAND - HARBOR			$2783.20/BW	
3521-0	DRILL RIG OPERATOR	3051	$ 63,705	--	$ 85,859
4322-0	EQUINE KEEPER	2116	$ 44,182	--	$ 59,571
3525-0	EQUIPMNT OPERATOR			$3456.00/BW	
3525-6	EQUIPMNT OPERATOR			$3737.60/BW	
3141-0	GARDENER CARETAKER	1964	$ 41,008	--	$ 55,290
3584-0	HEAVY DUTY TRUCK OPER	2321 (3)	$ 54,017	--	$ 65,313
3584-6	HEAVY DUTY TRUCK OPER	2510 (3)	$ 58,422	--	$ 70,658
3913-0	IRRIGATION SPECIALIST	2377	$ 49,632	--	$ 66,920
3523-0	LIGHT EQUIP OPERATOR	2245	$ 46,876	--	$ 63,183
3115-0	MAINT & CONSTR HELPER	1964	$ 41,008	--	$ 55,290
3115-6	MAINT & CONSTR HELPER	2116	$ 44,182	--	$ 59,571
3115-9	MAINT & CONSTR HELPER	1964	$ 41,008	--	$ 55,290
3108-0	MAINTENANCE ASST	1856	$ 38,753	--	$ 52,221
3112-0	MAINTENANCE LABORER	1856	$ 38,753	--	$ 52,221
3112-6	MAINTENANCE LABORER	2003	$ 41,823	--	$ 56,376
3112-8	MAINTENANCE LABORER	1856	$ 38,753	--	$ 52,221
3585-0	MOTOR SWEEPER OPERATOR	2734	$ 57,086	--	$ 76,922

Appendix A

MOU 04

Operative on July 1, 2015

CLASS CODE	TITLE	RANGE #	SALARY RANGE/RATE		
3144-0	PARK MANAGEMENT INTERN	2200 (3)	$ 51,219	--	$ 61,909
3558-0	POWER SHOVEL OPERATOR			$3488.00/BW	
3580-1	REF COLL TRUCK OPER I	2377 (3)	$ 55,332	--	$ 66,920
3580-2	REF COLL TRUCK OPER II	2625 (3)	$ 61,095	--	$ 73,873
0703-0	RELIEF ANIMAL CARE WKR			$21.68/HR	
3473-0	RIGGER			$3488.00/BW	
3118-0	SANDBLAST OPERATOR	2200	$ 45,936	--	$ 61,909
2415-0	SPECIAL PROG ASST II			$15.06/HR	
2416-0	SPECIAL PROG ASST III			$18.75/HR	
3143-0	SR GARDENER	2200	$ 45,936	--	$ 61,909
3143-9	SR GARDENER	2200	$ 45,936	--	$ 61,909
4150-1	ST SVCS WORKER I	2068	$ 43,180	--	$ 58,213
4150-2	ST SVCS WORKER II	2200	$ 45,936	--	$ 61,909
4150-3	ST SVCS WORKER III	2321	$ 48,462	--	$ 65,313
3421-1	TRAF PAINT SIGN POST I	2253	$ 47,043	--	$ 63,413
3421-2	TRAF PAINT SIGN POST II	2377	$ 49,632	--	$ 66,920
3421-3	TRAF PNT SIGN POST III	2510	$ 52,409	--	$ 70,658
3114-0	TREE SURGEON	2373	$ 49,548	--	$ 66,774
3151-0	TREE SURGEON ASST	1856	$ 38,753	--	$ 52,221
3557-0	TRUCK CRANE OILER			$3348.80/BW	
3583-0	TRUCK OPERATOR	2200 (3)	$ 51,219	--	$ 61,909
3583-6	TRUCK OPERATOR	2377 (3)	$ 55,332	--	$ 66,920
3113-1	VOCATIONAL WORKER I	1131	$ 23,615	--	$ 31,821
3113-2	VOCATIONAL WORKER II	1257	$ 26,246	--	$ 35,350
4110-1	W/WTR COLL WORKER I	2179	$ 45,498	--	$ 61,304
4110-2	W/WTR COLL WORKER II	2510	$ 52,409	--	$ 70,658
3912-0	WATER UTILITY WORKER	2377	$ 49,632	--	$ 66,920
3912-A	WATER UTILITY WORKER	2510	$ 52,409	--	$ 70,658
3912-H	WATER UTILITY WORKER	2510	$ 52,409	--	$ 70,658

Appendix B

MOU 04

Operative on December 13, 2015

CLASS CODE	TITLE	RANGE #	SALARY RANGE/RATE (RANGE STEPS 2 - 11*)		
4310-0	ANIMAL CARE TECH	1847	$ 39,630	--	$ 56,397
4304-0	ANIMAL KEEPER	2094	$ 44,934	--	$ 63,914
4143-1	ASPHALT PLANT OPER I	2038	$ 43,723	--	$ 62,222
4143-2	ASPHALT PLANT OPER II	2315	$ 49,674	--	$ 70,658
3142-0	ASST GARDENER	1811	$ 38,858	--	$ 55,332
3150-0	ASST TREE SURGEON	1712	$ 36,728	--	$ 52,242
5113-1	BOAT CAPTAIN I			$3076.80/BW	
5113-1H	BOAT CAPTAIN I - HARBOR			$3672.80/BW	
5113-2	BOAT CAPTAIN II			$3385.60/BW	
5113-2H	BOAT CAPTAIN II - HARBOR			$3723.20/BW	
3588-0	BUS OPERATOR	2266	$ 48,609	--	$ 69,175
3503-0	COMPRESSOR OPERATOR			$3453.60/BW	
5131-0	DECK HAND			$2330.40/BW	
5131-H	DECK HAND - HARBOR			$2783.20/BW	
3521-0	DRILL RIG OPERATOR	2812	$ 60,322	--	$ 85,879
4322-0	EQUINE KEEPER	2094	$ 44,934	--	$ 63,914
3525-0	EQUIPMNT OPERATOR			$3456.00/BW	
3525-6	EQUIPMNT OPERATOR			$3737.60/BW	
3141-0	GARDENER CARETAKER	1811	$ 38,858	--	$ 55,332
3584-0	HEAVY DUTY TRUCK OPER	2141 (6)	$ 54,037	--	$ 65,334
3584-6	HEAVY DUTY TRUCK OPER	2315 (6)	$ 58,443	--	$ 70,658
3913-0	IRRIGATION SPECIALIST	2193	$ 47,043	--	$ 66,920
3523-0	LIGHT EQUIP OPERATOR	2070	$ 44,412	--	$ 63,183
3115-0	MAINT & CONSTR HELPER	1811	$ 38,858	--	$ 55,332
3115-6	MAINT & CONSTR HELPER	1952	$ 41,885	--	$ 59,592
3115-9	MAINT & CONSTR HELPER	1811	$ 38,858	--	$ 55,332
3108-0	MAINTENANCE ASST	1712	$ 36,728	--	$ 52,242
3112-0	MAINTENANCE LABORER	1712	$ 36,728	--	$ 52,242
3112-6	MAINTENANCE LABORER	1847	$ 39,630	--	$ 56,397
3112-8	MAINTENANCE LABORER	1712	$ 36,728	--	$ 52,242
3585-0	MOTOR SWEEPER OPERATOR	2520	$ 54,058	--	$ 76,943

* Step 1 is reserved for agreed upon trainee classifications.

Appendix B

MOU 04

Operative on December 13, 2015

CLASS CODE	TITLE	RANGE #	SALARY RANGE/RATE (RANGE STEPS 2 - 11*)		
3144-0	PARK MANAGEMENT INTERN	2030 (6)	$ 51,240	--	$ 61,951
3558-0	POWER SHOVEL OPERATOR			$3488.00/BW	
3580-1	REF COLL TRUCK OPER I	2193 (6)	$ 55,353	--	$ 66,920
3580-2	REF COLL TRUCK OPER II	2421 (6)	$ 61,116	--	$ 73,915
0703-0	RELIEF ANIMAL CARE WKR			$21.68/HR	
3473-0	RIGGER			$3488.00/BW	
3118-0	SANDBLAST OPERATOR	2030	$ 43,556	--	$ 61,951
2415-0	SPECIAL PROG ASST II			$15.06/HR	
2416-0	SPECIAL PROG ASST III			$18.75/HR	
3143-0	SR GARDENER	2030	$ 43,556	--	$ 61,951
3143-9	SR GARDENER	2030	$ 43,556	--	$ 61,951
4150-1	ST SVCS WORKER I	1908	$ 40,925	--	$ 58,234
4150-2	ST SVCS WORKER II	2030	$ 43,556	--	$ 61,951
4150-3	ST SVCS WORKER III	2141	$ 45,936	--	$ 65,334
3421-1	TRAF PAINT SIGN POST I	2078	$ 44,579	--	$ 63,413
3421-2	TRAF PAINT SIGN POST II	2193	$ 47,043	--	$ 66,920
3421-3	TRAF PNT SIGN POST III	2315	$ 49,674	--	$ 70,658
3114-0	TREE SURGEON	2188	$ 46,938	--	$ 66,816
3151-0	TREE SURGEON ASST	1712	$ 36,728	--	$ 52,242
3557-0	TRUCK CRANE OILER			$3348.80/BW	
3583-0	TRUCK OPERATOR	2030 (6)	$ 51,240	--	$ 61,951
3583-6	TRUCK OPERATOR	2193 (6)	$ 55,353	--	$ 66,920
3113-1	VOCATIONAL WORKER I	1044	$ 22,404	--	$ 31,842
3113-2	VOCATIONAL WORKER II	1159	$ 24,868	--	$ 35,371
4110-1	W/WTR COLL WORKER I	2009	$ 43,096	--	$ 61,325
4110-2	W/WTR COLL WORKER II	2315	$ 49,674	--	$ 70,658
4110-3	W/WTR COLL WORKER III	2442	$ 52,388	--	$ 74,562
3912-0	WATER UTILITY WORKER	2193	$ 47,043	--	$ 66,920
3912-A	WATER UTILITY WORKER	2315	$ 49,674	--	$ 70,658
3912-H	WATER UTILITY WORKER	2315	$ 49,674	--	$ 70,658

* Step 1 is reserved for agreed upon trainee classifications.

Appendix C

MOU 04

Operative on June 25, 2017

CLASS CODE	TITLE	RANGE #	SALARY RANGE/RATE (RANGE STEPS 2 - 11*)		
4310-0	ANIMAL CARE TECH	1884	$ 40,424	--	$ 57,545
4304-0	ANIMAL KEEPER	2135	$ 45,811	--	$ 65,187
4143-1	ASPHALT PLANT OPER I	2080	$ 44,621	--	$ 63,475
4143-2	ASPHALT PLANT OPER II	2360	$ 50,634	--	$ 72,078
3142-0	ASST GARDENER	1849	$ 39,672	--	$ 56,439
3150-0	ASST TREE SURGEON	1746	$ 37,459	--	$ 53,328
5113-1	BOAT CAPTAIN I			$3138.40/BW	
5113-1H	BOAT CAPTAIN I - HARBOR			$3746.40/BW	
5113-2	BOAT CAPTAIN II			$3453.40/BW	
5113-2H	BOAT CAPTAIN II - HARBOR			$3797.80/BW	
3588-0	BUS OPERATOR	2311	$ 49,590	--	$ 70,554
3503-0	COMPRESSOR OPERATOR			$3522.80/BW	
5131-0	DECK HAND			$2377.20/BW	
5131-H	DECK HAND - HARBOR			$2839.00/BW	
3521-0	DRILL RIG OPERATOR	2869	$ 61,554	--	$ 87,592
4322-0	EQUINE KEEPER	2135	$ 45,811	--	$ 65,187
3525-0	EQUIPMNT OPERATOR			$3525.20/BW	
3525-6	EQUIPMNT OPERATOR			$3812.40/BW	
3141-0	GARDENER CARETAKER	1849	$ 39,672	--	$ 56,439
3584-0	HEAVY DUTY TRUCK OPER	2183 (6)	$ 55,144	--	$ 66,670
3584-6	HEAVY DUTY TRUCK OPER	2360 (6)	$ 59,592	--	$ 72,078
3913-0	IRRIGATION SPECIALIST	2235	$ 47,940	--	$ 68,278
3523-0	LIGHT EQUIP OPERATOR	2112	$ 45,310	--	$ 64,457
3115-0	MAINT & CONSTR HELPER	1849	$ 39,672	--	$ 56,439
3115-6	MAINT & CONSTR HELPER	1990	$ 42,700	--	$ 60,782
3115-9	MAINT & CONSTR HELPER	1849	$ 39,672	--	$ 56,439
3108-0	MAINTENANCE ASST	1746	$ 37,459	--	$ 53,328
3112-0	MAINTENANCE LABORER	1746	$ 37,459	--	$ 53,328
3112-6	MAINTENANCE LABORER	1884	$ 40,424	--	$ 57,545
3112-8	MAINTENANCE LABORER	1746	$ 37,459	--	$ 53,328
3585-0	MOTOR SWEEPER OPERATOR	2572	$ 55,186	--	$ 78,509

* Step 1 is reserved for agreed upon trainee classifications.

Appendix C

MOU 04

Operative on June 25, 2017

CLASS CODE	TITLE	RANGE #	SALARY RANGE/RATE (RANGE STEPS 2 - 11*)		
3144-0	PARK MANAGEMENT INTERN	2070 (6)	$ 52,263	--	$ 63,183
3558-0	POWER SHOVEL OPERATOR			$3557.80/BW	
3580-1	REF COLL TRUCK OPER I	2235 (6)	$ 56,439	--	$ 68,278
3580-2	REF COLL TRUCK OPER II	2470 (6)	$ 62,348	--	$ 75,398
0703-0	RELIEF ANIMAL CARE WKR			$22.11/HR	
3473-0	RIGGER			$3557.80/BW	
3118-0	SANDBLAST OPERATOR	2070	$ 44,412	--	$ 63,183
2415-0	SPECIAL PROG ASST II			$15.36/HR	
2416-0	SPECIAL PROG ASST III			$19.13/HR	
3143-0	SR GARDENER	2070	$ 44,412	--	$ 63,183
3143-9	SR GARDENER	2070	$ 44,412	--	$ 63,183
4150-1	ST SVCS WORKER I	1946	$ 41,760	--	$ 59,424
4150-2	ST SVCS WORKER II	2070	$ 44,412	--	$ 63,183
4150-3	ST SVCS WORKER III	2183	$ 46,834	--	$ 66,670
3421-1	TRAF PAINT SIGN POST I	2118	$ 45,435	--	$ 64,686
3421-2	TRAF PAINT SIGN POST II	2235	$ 47,940	--	$ 68,278
3421-3	TRAF PNT SIGN POST III	2360	$ 50,634	--	$ 72,078
3114-0	TREE SURGEON	2233	$ 47,899	--	$ 68,173
3151-0	TREE SURGEON ASST	1746	$ 37,459	--	$ 53,328
3557-0	TRUCK CRANE OILER			$3415.80/BW	
3583-0	TRUCK OPERATOR	2070 (6)	$ 52,263	--	$ 63,183
3583-6	TRUCK OPERATOR	2235 (6)	$ 56,439	--	$ 68,278
3113-1	VOCATIONAL WORKER I	1064	$ 22,822	--	$ 32,489
3113-2	VOCATIONAL WORKER II	1182	$ 25,369	--	$ 36,081
4110-1	W/WTR COLL WORKER I	2050	$ 43,973	--	$ 62,556
4110-2	W/WTR COLL WORKER II	2360	$ 50,634	--	$ 72,078
4110-3	W/WTR COLL WORKER III	2509	$ 53,829	--	$ 76,630
3912-0	WATER UTILITY WORKER	2235	$ 47,940	--	$ 68,278
3912-A	WATER UTILITY WORKER	2360	$ 50,634	--	$ 72,078
3912-H	WATER UTILITY WORKER	2360	$ 50,634	--	$ 72,078

* Step 1 is reserved for agreed upon trainee classifications.

Appendix D

MOU 04

Operative on January 7, 2018

CLASS CODE	TITLE	RANGE #	SALARY RANGE/RATE (RANGE STEPS 2 - 12*)		
4310-0	ANIMAL CARE TECH	1884	$ 40,424	--	$ 59,132
4304-0	ANIMAL KEEPER	2135	$ 45,811	--	$ 66,983
4143-1	ASPHALT PLANT OPER I	2080	$ 44,621	--	$ 65,229
4143-2	ASPHALT PLANT OPER II	2360	$ 50,634	--	$ 74,061
3142-0	ASST GARDENER	1849	$ 39,672	--	$ 57,984
3150-0	ASST TREE SURGEON	1746	$ 37,459	--	$ 54,789
5113-1	BOAT CAPTAIN I			$3224.80/BW	
5113-1H	BOAT CAPTAIN I - HARBOR			$3849.60/BW	
5113-2	BOAT CAPTAIN II			$3548.40/BW	
5113-2H	BOAT CAPTAIN II - HARBOR			$3902.40/BW	
3588-0	BUS OPERATOR	2311	$ 49,590	--	$ 72,495
3503-0	COMPRESSOR OPERATOR			$3619.80/BW	
5131-0	DECK HAND			$2442.60/BW	
5131-H	DECK HAND - HARBOR			$2917.20/BW	
3521-0	DRILL RIG OPERATOR	2869	$ 61,554	--	$ 89,993
4322-0	EQUINE KEEPER	2135	$ 45,811	--	$ 66,983
3525-0	EQUIPMNT OPERATOR			$3622.20/BW	
3525-6	EQUIPMNT OPERATOR			$3917.40/BW	
3141-0	GARDENER CARETAKER	1849	$ 39,672	--	$ 57,984
3584-0	HEAVY DUTY TRUCK OPER	2183 (6)	$ 55,144	--	$ 68,507
3584-6	HEAVY DUTY TRUCK OPER	2360 (6)	$ 59,592	--	$ 74,061
3913-0	IRRIGATION SPECIALIST	2235	$ 47,940	--	$ 70,157
3523-0	LIGHT EQUIP OPERATOR	2112	$ 45,310	--	$ 66,231
3115-0	MAINT & CONSTR HELPER	1849	$ 39,672	--	$ 57,984
3115-6	MAINT & CONSTR HELPER	1990	$ 42,700	--	$ 62,452
3115-9	MAINT & CONSTR HELPER	1849	$ 39,672	--	$ 57,984
3108-0	MAINTENANCE ASST	1746	$ 37,459	--	$ 54,789
3112-0	MAINTENANCE LABORER	1746	$ 37,459	--	$ 54,789
3112-6	MAINTENANCE LABORER	1884	$ 40,424	--	$ 59,132
3112-8	MAINTENANCE LABORER	1746	$ 37,459	--	$ 54,789
3585-0	MOTOR SWEEPER OPERATOR	2572	$ 55,186	--	$ 80,659

* Step 1 is reserved for agreed upon trainee classifications.

Appendix D

MOU 04

Operative on January 7, 2018

CLASS CODE	TITLE	RANGE #	SALARY RANGE/RATE (RANGE STEPS 2 - 12*)		
3144-0	PARK MANAGEMENT INTERN	2070 (6)	$ 52,263	--	$ 64,916
3558-0	POWER SHOVEL OPERATOR			$3655.80/BW	
3580-1	REF COLL TRUCK OPER I	2235 (6)	$ 56,439	--	$ 70,157
3580-2	REF COLL TRUCK OPER II	2470 (6)	$ 62,348	--	$ 77,465
0703-0	RELIEF ANIMAL CARE WKR			$22.72/HR	
3473-0	RIGGER			$3655.80/BW	
3118-0	SANDBLAST OPERATOR	2070	$ 44,412	--	$ 64,916
2415-0	SPECIAL PROG ASST II			$15.78/HR	
2416-0	SPECIAL PROG ASST III			$19.66/HR	
3143-0	SR GARDENER	2070	$ 44,412	--	$ 64,916
3143-9	SR GARDENER	2070	$ 44,412	--	$ 64,916
4150-1	ST SVCS WORKER I	1946	$ 41,760	--	$ 61,053
4150-2	ST SVCS WORKER II	2070	$ 44,412	--	$ 64,916
4150-3	ST SVCS WORKER III	2183	$ 46,834	--	$ 68,507
3421-1	TRAF PAINT SIGN POST I	2118	$ 45,435	--	$ 66,461
3421-2	TRAF PAINT SIGN POST II	2235	$ 47,940	--	$ 70,157
3421-3	TRAF PNT SIGN POST III	2360	$ 50,634	--	$ 74,061
3114-0	TREE SURGEON	2233	$ 47,899	--	$ 70,052
3151-0	TREE SURGEON ASST	1746	$ 37,459	--	$ 54,789
3557-0	TRUCK CRANE OILER			$3509.80/BW	
3583-0	TRUCK OPERATOR	2070 (6)	$ 52,263	--	$ 64,916
3583-6	TRUCK OPERATOR	2235 (6)	$ 56,439	--	$ 70,157
3113-1	VOCATIONAL WORKER I	1064	$ 22,822	--	$ 33,387
3113-2	VOCATIONAL WORKER II	1182	$ 25,369	--	$ 37,083
4110-1	W/WTR COLL WORKER I	2050	$ 43,973	--	$ 64,269
4110-2	W/WTR COLL WORKER II	2360	$ 50,634	--	$ 74,061
4110-3	W/WTR COLL WORKER III	2509	$ 53,829	--	$ 78,738
3912-0	WATER UTILITY WORKER	2235	$ 47,940	--	$ 70,157
3912-A	WATER UTILITY WORKER	2360	$ 50,634	--	$ 74,061
3912-H	WATER UTILITY WORKER	2360	$ 50,634	--	$ 74,061

* Step 1 is reserved for agreed upon trainee classifications.

SALARY NOTES

a-1 One (1) employee in the classification of Animal Care Technician, Code 4310, per shelter, per shift, when assigned to assist in the performance of euthanasia by injection, shall receive two (2) premium levels (5.5%) above the appropriate step on the salary range for the class for each day so assigned. (Non-pensionable)

a-2 Whenever an employee is regularly assigned to duties consisting of spraying or otherwise applying pesticides, such employee shall be compensated at two (2) premium levels above the appropriate step on the range for the class. (Pensionable) In addition, employees assigned the above duties on a daily basis for more than fifty percent (50%) of a work shift shall be compensated at two (2) premium levels above the appropriate step on the range for the class. (Non-pensionable)

a-3 Employees who are regularly assigned to a dedicated crew responsible for the eradication of vermin and other dangerous or destructive pests, the removal of bee hives or wasp nests from public property, pesticide application using numerous restricted materials, and who may be required by management to possess a Qualified Applicator's Certificate and maintain proper written documentation of such application, shall receive compensation at three (3) premium levels above the appropriate step on the salary range prescribed for the class. (Pensionable)

The provisions of Note a-2, herein, shall not apply concurrently with the provisions of this note.

a-4 Any full-time regular employee in the classification of Gardener Caretaker, Code 3141, or Senior Gardener, Code 3143, who is not at the top step of the salary range prescribed for the class shall, upon submission of suitable proof, be advanced one salary step for each completed, full year of education (30 semester units or 45 quarter units) in a recognized college of university with a major course of study in park management, horticulture, agriculture, or a related field.

Salary step advancement under this provision shall not exceed the top step of the salary range prescribed for the class.

For the purpose of this provision, "suitable proof" shall be defined as a certified copy of an official college transcript noting completion of the required work in a qualifying major course of study.

a-5 Employees in the class of Tree Surgeon, Code 3114, and in the classification of Tree Surgeon Assistant, Code 3151, who have completed a qualifying training course in high-voltage line clearance, as prescribed by OSHA, and who are

assigned to clear such lines more than fifty percent (50%) of any work day shall receive compensation at two (2) premium levels above the appropriate step on the salary range prescribed for the class for each day so assigned. (Non-pensionable)

a-6 Employees in the classifications of Equipment Operator, Code 3525, Light Equipment Operator, Code 3523, and Gardener Caretaker, Code 3141, who are assigned to clear fire breaks in local hillsides or mountain areas more than fifty percent (50%) of any work day shall receive compensation on a daily basis at five and one-half percent (5.5%) above the biweekly rate prescribed for the class for each day so assigned. (Non-pensionable)

The provisions of Note f-12, herein, shall not apply concurrently with the provisions of this note.

a-7 Employees in the classifications of Irrigation Specialist, Code 3913, Water Utility Worker, Code 3912, or Senior Gardener, Code 3143, who are regularly assigned and designated by the Department as trainers in Water Utility repair and/or maintenance (Pensionable); or when so assigned and designated for more than 50% of the work shift on a daily basis, shall be compensated at two (2) premium levels above the appropriate step on the salary range prescribed for the class. (Non-pensionable)

a-8 Subject to the availability of Federal funds for reimbursement, non-supervisory employees covered by this MOU who are assigned, on a daily basis, i.e., more than fifty percent (50%) of the work shift, to train, mentor, lead, or otherwise orient Vocational Workers, shall be compensated at two (2) premium levels above the appropriate step on the salary range prescribed for the class. (Non-pensionable)

a-9 Employees in the classification of Motor Sweeper Operator, Code 3585, shall receive, in addition to all other regular and premium compensation, two (2) premium levels above the appropriate step on the salary range for the class for each hour spent in the performance of service or maintenance on the motor sweeper. (Non-pensionable)

a-10 Employees who substitute for Motor Sweeper Operators over 50% of a work shift shall receive, in addition to all other regular and premium compensation, one (1) premium level above the appropriate step on the salary range for the classification for each day so assigned (Non-pensionable) and one (1) premium level above the appropriate step on the salary range for the class for each hour spent in the performance of service or maintenance on the motor sweeper. (Non-pensionable)

a-11 Employees in the class of Heavy Duty Truck Operator, Code 3584, when regularly assigned to operate five-axle vehicles shall receive, in addition to all

other regular and premium compensation, one (1) premium level above the appropriate step on the salary range for the class. (Pensionable)

a-12 Employees who are designated by Management to obtain and maintain a Qualified Applicator's Certificate and/or Pesticide Adviser's License shall be reimbursed for the cost of the initial acquisition and annual renewal of same. However, reimbursement for either the initial acquisition or renewal shall be limited to one administration of the test for each category.

Reimbursement shall also be made for any seminars or other training included in a department-approved curriculum required to obtain the necessary credits for renewal of such certificates and/or licenses.

All reimbursement shall be made upon submission of written documentation and verification as required by Management.

a-13 Whenever an employee in the classifications of Maintenance Laborer, Code 3112; Maintenance and Construction Helper, Code 3115; Heavy Duty Truck Operator, Code, 3584 or Truck Operator, Code 3583, is regularly assigned, as defined in LAAC Section 4.75, to duties consisting of loading, unloading, handling or collecting trash and refuse, such employee shall receive compensation at three (3) premium levels above the appropriate step on the salary range for the class. (Pensionable)

Employees eligible for compensation under the provisions of this note shall not be eligible for compensation concurrently under notes d-4, f-7 and f-13.

a-14 Employees in the classification of Tree Surgeon, Code 3114 who hold the credential of Certified Tree Worker in accordance with the standards of the International Society of Arboriculture (ISA) shall receive, in addition to all other regular and premium compensation, salary at two (2) premium levels above the appropriate step on the salary range prescribed for the class. (Pensionable)

Employees in the classification of Tree Surgeon, Code 3114, who hold the credential of Certified Arborist, in accordance with ISA standards, shall receive, in addition to all other regular and premium compensation, salary at four (4) premium levels above the appropriate step on the salary range prescribed for the class. (Pensionable)

The maximum compensation for Tree Surgeons covered by the provisions of this note shall be four (4) premium levels of the salary prescribed for the classification.

a-15 Employees of Los Angeles World Airports or the Department of Public Works' Bureau of Sanitation who are assigned to fuel Liquid Natural Gas (LNG) vehicles

more than fifty percent (50%) of a work day, shall receive a one (1) premium level bonus for each day so assigned. (Non-pensionable)

a-16 Whenever an employee in the classification of Animal Care Technician, Code 4310-0, employed in the Animal Services Department is assigned by Management as a Volunteer Liaison, said employee shall receive an additional six dollars ($6.00) per day for each day so assigned. (Non-pensionable)

a-17 Whenever an employee in the classification of Animal Care Technician, Code 4310-0, employed in the Animal Services Department is assigned by Management as a New Hope Coordinator, said employee shall receive an additional six dollars ($6.00) per day for each day so assigned. (Non-pensionable)

HARBOR DEPARTMENT - The following notes shall apply to Harbor Department employees only:

b-1 Whenever an employee is assigned to work with pressure-treated creosote lumber such employee shall receive fifty cents ($.50) per hour for each hour so assigned in addition to all other regular and premium compensation. This note shall not apply to employees being compensated under the provisions of Note b-3 below. (Non-pensionable)

b-2 Any employee required to operate a pavement breaker, jackhammer, or earth tamper shall, in addition to his/her regular and premium compensation, receive seventy-five cents ($.75) per hour for each full hour or portion thereof of such operation. (Non-pensionable)

b-3 The salaries shown for Boat Captain I, Code 5113-H, and Boat Captain II, Code 5113-2, and Deck Hand, Code 5131-H, assigned to the Pilot Station include full compensation for an average eighty-four (84) hour biweekly pay period, and allowance for all time worked on holidays.

b-4 Whenever an employee, except an employee in the classification of Rigger, Code 3473, is required to perform the duties listed below during more than fifty percent (50%) of a work shift, such employee shall receive compensation for the work shift at two (2) premium levels above the appropriate step on the salary range for the class. (Non-pensionable)

1. Working on a swing stage, bosun's chair or hydraulic lift platform; or

2. Working above the road level on the superstructure of the Badger Avenue Bridge, a high water tank, cargo mast or on an incinerator stack; or

3. Applying coal-tar pitch; or

4. Operating compressed air spraying apparatus to spray emulsified asphalt or weed control chemical from a moving vehicle; or

5. Working on a container crane, excluding ascending and descending via a normal access route to and from the machinery house and also excluding all work performed in the machinery house of the container crane, or climbing, descending and working on floodlight poles over sixty (60) feet in height.

b-5 Whenever an employee is required to work a rescheduled shift made necessary due to changing tides, he/she shall receive salary at the appropriate overtime rate (non-pensionable) for each full hour worked prior to his/her regular starting time and/or after his/her regular quitting time; however, such overtime rate shall not include shift differential premium pay for night work unless the employee is regularly assigned, as defined in LAAC Section 4.75, to receive this premium.

b-6 Whenever an employee in the classification of Deck Hand, Code 5131, or Deck Hand, Code 5131-H, is assigned to operate a boat more than fifty percent (50%) of a work shift, such employee shall receive additional compensation for the work shift at one (1) premium level above the flat rate of pay for the class for each day so assigned. (Non-pensionable)

LOS ANGELES WORLD AIRPORTS - The following notes shall apply to employees in the Los Angeles World Airports only:

c-1 Three (3) employees in the classification of Maintenance and Construction Helper, Code 3115, in the Los Angeles World Airports, when regularly assigned, as defined in LAAC Section 4.75, to the "Painting, Caulking and Exterior Wall washing Crew" shall be compensated at one (1) premium level above the appropriate step rate on the salary range for the class. (Pensionable)

c-2 An employee in the classification of Bus Operator, Code 3588, when regularly assigned to instruct other employees in bus driving at the Los Angeles World Airports, shall receive additional compensation at two (2) premium levels above the appropriate step on the salary range for the class. (Pensionable)

c-3 Employees in the classification of Bus Operator, Code 3588-0, who are employed in the Los Angeles World Airports shall receive four dollars ($4.00) each time said employees are assigned by Management to operate an Americans with Disabilities Act (ADA)-compliant vehicle requiring two Bus Operators to assist in loading or unloading wheelchairs, stretchers, and/or physically disabled and elderly passengers with special requirements onto or off an aircraft operating at a gate with no passenger boarding bridge. (Non-pensionable)

RECREATION AND PARKS - The following notes shall apply to employees in the Department of Recreation and Parks only:

d-1 Whenever an employee is assigned to the lifting of trash cans and/or trash can liners to dump public generated refuse and trash into a dump truck or a bin attached to a trash bin trailer for more than fifty percent (50%) of a work shift, such employee shall be compensated at one (1) premium level above the appropriate step on the salary range prescribed for the class. This note shall not apply to any employee being compensated under the provision of the Salaries article 5.10, subsection C, Obnoxious Conditions, or any Truck Operator receiving compensation under the provisions of Alternative Pay Grade (6) of LAAC Section 4.61. (Non-pensionable)

d-2 Whenever an employee is regularly assigned to do maintenance work on a golf course or driving range while those facilities are being used by the public, such employee shall receive in addition to his/her regular and premium compensation, one dollar and sixty cents ($1.60) per work shift or sixteen dollars ($16.00) biweekly while so assigned. (Pensionable when regularly assigned; non-pensionable when assigned on a daily basis.)

d-3 Employees assigned to work in the Park Restroom Enhancement Program (PREP), who work a minimum four (4) hour workday shall receive, in addition to all other regular and premium compensation, salary at two (2) premium levels above the appropriate step on the salary range prescribed for their class. This bonus may be paid on a daily basis. (Non-pensionable)

d-4 Employees in Tree Crews in the Forestry Division of the Department of Recreation and Parks, who are required to operate the brush chipper or act as the groundperson and are required to be in close proximity to the brush chipper more than fifty percent (50%) of a work day shall receive, for each day so assigned, a one (1) premium level bonus. (Non-pensionable)

LOS ANGELES ZOO - The following notes shall apply to employees in the Los Angeles Zoo only:

e-4 Employees in the classifications of Truck Operator, Code 3583, or Light Equipment Operator, Code 3523 in the Los Angeles Zoo, when regularly assigned to collect public and animal generated refuse at the Zoo, or when assigned such duties more than fifty percent (50%) of a work shift shall receive, in addition to all other regular and premium compensation, three (3) premium levels above the appropriate step rate on the salary range for the class. (Pensionable when regularly assigned; non-pensionable when assigned on a daily basis.)

PUBLIC WORKS DEPARTMENT - The following notes shall apply to employees in the Department of Public Works only:

f-1 Employees in the classifications of Gardener Caretaker and Senior Gardener who are regularly assigned to maintenance activities in an active or inactive landfill shall receive compensation at three (3) premium levels above the appropriate step on the salary range for their class while so assigned. (Pensionable)

f-2 Maintenance Laborers regularly assigned as yard workers on the day shift at the refuse collection service yards shall receive, in addition to their regular and premium compensation, one dollar and sixty cents ($1.60) per work shift or sixteen dollars ($16.00) biweekly while so assigned. (Pensionable when regularly assigned; non-pensionable when assigned on a daily basis.)

f-3 Whenever an employee in the classification of Wastewater Collection Worker II, Code 4110-2, is assigned for more than four (4) hours in a work shift to supervise a wastewater collection construction crew which is assigned to heavy construction work, that employee shall receive, in addition to his/her regular and premium compensation, two dollars and forty cents ($2.40) for each shift so assigned. (Non-pensionable)

f-4 Whenever an employee in the Bureau of Sanitation, Wastewater Collection Division, is assigned to heavy construction work for more than four (4) hours in a work shift, that employee shall receive, in addition to his/her regular and premium compensation, two dollars and forty cents ($2.40) for each work shift so assigned. (Non-pensionable)

f-5 Whenever an employee in the Bureau of Sanitation in the class of Wastewater Collection Worker I, Code 4110-1, Maintenance and Construction Helper, Code 3115, or Maintenance Laborer, Code 3112, in the Wastewater Collection Systems Division; or an employee in the class of Heavy Duty Truck Operator, Code 3584, in the Wastewater Treatment Division is assigned to operate a skip loader and/or backhoe more than fifty percent (50%) of a work shift, such employee shall receive compensation at the second premium level above the appropriate step of the salary range for the class in addition to, if applicable, premium compensation received under the Salaries article, for each shift so assigned. (Non-pensionable)

f-6 Employees in the Bureau of Street Services, who are regularly assigned, as defined in LAAC Section 4.75 to the Pedestrian Tunnel Cleaning Crew or the Pedestrian Tunnel Maintenance Crew; or when assigned on a daily basis to clean abandoned facilities, condemned facilities or posted homeless encampments, shall be compensated at two (2) premium levels (5.5%) above the appropriate step rate on the salary range prescribed for the respective classes. (Non-pensionable)

The provisions of Note f-6 shall not apply concurrently with the provisions of Note f-14 herein.

f-7 Whenever an employee in the classification of Refuse Collection Truck Operator I, Code 3580-1, is regularly assigned to operate a one-person refuse truck or is so assigned on a daily basis for more than four (4) hours in a work shift, said employee shall be compensated at a rate of 10 percent (10%) above the appropriate step rate on the salary range prescribed for the class. (Pensionable when regularly assigned; non-pensionable when assigned on a daily basis.)

f-8 Notwithstanding the provisions of LAAC Section 4.75, whenever an Asphalt Plant Operator, Code 4143, is assigned to perform maintenance or repair tasks on asphalt plant equipment while the plant is not in operation, the employee shall receive, in addition to his/her regular and premium compensation, two (2) premium levels above the appropriate step on the salary range of the class for each hour so assigned. (Non-pensionable)

f-9 Notwithstanding the provisions of LAAC Section 4.75, whenever a Truck Operator, Code 3583, in the Bureau of Sanitation, Wastewater Collection Division, is assigned to operate a mechanical catch basin cleaning truck, he/she shall receive, in addition to his/her regular and premium compensation, one dollar and eighty cents ($1.80) for each work shift so assigned. (Non-pensionable)

f-10 Notwithstanding the provisions of LAAC Section 4.75, any employee in the Department of Public Works who is required to operate a pavement breaker, jackhammer or earth tamper shall receive, in addition to all regular and premium compensation, seventy five cents ($.75) per hour for each full hour, or portion thereof, of actual operation only. (Non-pensionable)

The provisions of Note J of LAAC Section 4.61 shall not apply to employees covered by this note.

f-11 Employees in the Bureau of Street Services, when regularly assigned, as defined in LAAC Section 4.75, to duties consisting of the operation, repair, and servicing of a compressed air spraying apparatus that is used to spray emulsified asphalt shall receive, in addition to their regular and premium compensation, two dollars and forty cents ($2.40) for each work shift when so assigned. (Pensionable when regularly assigned; non-pensionable when assigned on a daily basis.)

f-12 Whenever an employee in the Bureau of Street Services, Lot Cleaning Division, is regularly assigned to work on a machine crew or hand removal crew, said employee shall receive, in addition to his/her regular and premium compensation, compensation at two (2) premium levels above the appropriate step on the salary range prescribed for their classes. (Pensionable)

f-13 Employees in the class of Truck Operator, Code 3583, in the Bureau of Street Services, when regularly assigned to operate a refuse side-loader truck for the purpose of collecting public generated refuse, shall receive, in addition to all other regular and premium compensation, three (3) premium levels above the appropriate step rate on the salary range for the class. (Pensionable)

f-14 Employees in the Bureau of Street Services, Street Maintenance Division when assigned to work in improved alleys, the condition of which is deemed to be obnoxious by bureau management, shall receive, in addition to all other regular and premium compensation, two (2) premium levels above the appropriate step rate on the salary range for the class for each hour so assigned. (Non-pensionable)

The provisions of Note f-14 shall not apply concurrently with the provisions of Note f-6 herein.

f-15 Employees in the Bureau of Street Services, Street Maintenance Division, who are regularly assigned by management to load, sort, handle or reposition debris, or directly supervise such duties at a debris transfer site in a major street maintenance facility, as designated by management; or employees who are assigned to perform such duties more than fifty percent (50%) of a work shift on any one day, shall receive compensation at two (2) premium levels above the appropriate step on the salary range prescribed for the class. (Pensionable when regularly assigned; non-pensionable when assigned on a daily basis.)

f-16 Non-supervisory employees assigned to the Bureau of Sanitation, who are assigned, at the request of the Industrial Safety and Compliance Division (ISCD), to formulate training material, gather technical data and/or conduct formal group training sessions shall receive compensation at two (2) premium levels above the appropriate step on the salary range prescribed for the class for each day so assigned. (Non-pensionable)

This note shall not apply to employees in supervisory classifications, as designated by the ERB, who, in the course of their duties, conduct informal, on-the-job training or journey-level instruction.

f-17 Employees on Tree Crews in the Bureau of Street Services who are required to operate the brush chipper or act as the groundperson and are required to be in close proximity to the brush chipper more than fifty percent (50%) of a work day shall receive, for each day so assigned, a one (1) premium level bonus. (Non-pensionable)

f-18 Maintenance Laborers in the Bureau of Street Services doing identical work as Tree Surgeons and Tree Surgeon Assistants using hand equipment such as chainsaws or other gas powered hand equipment more than fifty percent (50%)

of a work day shall receive, for each day so assigned, a one (1) premium level bonus. (Non-pensionable)

f-19 Employees assigned to Street Tree Division doing Special Projects/Construction in the Bureau of Street Services, and who are required to operate a bobcat or trencher more than fifty percent (50%) of a work day shall receive, for each day so assigned, a one (1) premium level bonus. (Non-pensionable)

f-20 Any employee of the Bureau of Sanitation, who is covered by this MOU, and who is assigned to fuel vehicles with Liquefied Natural Gas ("LNG") on a full time basis and who has completed the appropriate LNG training and has been designated as a "fueler," shall receive, in addition to all other regular and premium compensation, salary at one (1) premium level above the appropriate step on the salary range prescribed for the class. (Pensionable)

f-21 Eight (8) Refuse Collection Truck Operators regularly assigned to the Recycling Ambassador Program shall receive compensation at two (2) premium levels above the appropriate step on the salary range prescribed for the class while so assigned. (Pensionable)

f-22 Employees in the classification of Wastewater Collection Worker II, Code 4110-2, who possess a California Water Environment Association Grade II certification, shall receive an additional seventy-five dollars ($75.00) biweekly. (Pensionable)

This bonus shall commence at the beginning of the payroll period next succeeding the date the employee presents the certification to the appointing authority.

DEPARTMENT OF GENERAL SERVICES - The following notes shall apply to employees within the Department of General Services only:

g-1 When an employee in the classification of Maintenance and Construction Helper, Code 3115, is regularly assigned to a roofing crew, such employee shall receive additional compensation of one dollar and sixty cents ($1.60) per shift, or sixteen dollars ($16.00) biweekly while so assigned. (Pensionable)

g-2 One (1) employee in the classification of Maintenance and Construction Helper, Code 3115, when regularly assigned to furniture stripping shall receive compensation at two (2) premium levels above the appropriate step on the salary range prescribed for the class while so assigned. (Pensionable)

g-3 One (1) employee in the classification of Heavy Duty Truck Operator, Code 3584, when regularly assigned to tow refuse collection vehicles shall receive compensation at two (2) premium levels above the appropriate step on the salary range prescribed for the class. (Pensionable)

g-4 Employees in the classifications of Drill Rig Operator, Code 3521 and Maintenance and Construction Helper, Code 3115 when assigned to assist in the collection of toxic soils samples shall receive, in addition to all other regular and premium compensation, compensation at two (2) premium levels above the appropriate step on the salary range for the class for each day so assigned. (Non-pensionable)

ATTACHMENT 1a

Class Code	Title	Department(s)	Assignment(s)
3150	Assistant Tree Surgeon	Public Works, Rec. & Parks	All
1485	Bindery Equipment Operator	General Services	Operating a B26 Stahl Folder or Bourg Collator daily
1494	Printing Press Operator	General Services	Operating a Roland-Parva 4-Color Printer
8523	Maintenance Assistant	Airport Street Services	Airfield Cleaning (daily) & Asphalt Crew at Airport; CTA/Concrete, Street and Sidewalk Cleaning at Airport; resurfacing crews at Street Svs.
3112	Maintenance Laborer	Airport Street Services	Airfield Cleaning (daily) & Asphalt Crew at Airport; CTA/Concrete, Street and Sidewalk Cleaning at Airport; resurfacing crews at Street Svs.
3115	Maintenance & Construction Helper	Airport, Street Services	Airfield Cleaning(daily), Recycling & Asphalt Crews, Airfield Painting at Airport; CTA/Concrete, Street and Sidewalk Cleaning at Airport; resurfacing crews at Street Svs.
3141	Gardener Caretaker	Airport	Operating a Ransome 1999 ZT100 series riding mower, day shift Landscape/CTA, Westchester C& M, Parking/CTA, Mow & Edge Crew, Administration
3151	Tree Surgeon Assistant	Public Works, Rec. & Parks	All
3156	Custodian	Airport	Operating mechanical floor equipment; street and sidewalk assignment at LAX terminals
3173	Window Cleaner	Airport	All
3174-A	Senior Window Cleaner	Airport	All
3181	Security Officer	Airport LAPD	LAX Traffic Control Day Shift and PM shift Daily at LAPD Helipad
3421	Traffic Painter & Sign Poster I, II & III	Airport	Airfield painting
3503	Compressor Operator	Street Services	Resurfacing crews
3523	Light Equipment Operator	Rec. & Parks	When operating a Toro 580D & GM5900 mowers

ATTACHMENT 1a

Class Code	Title	Department(s)	Assignment(s)
3525	Equipment Operator	Airport, Street Services	Recycling & Asphalt Crew at Airport; resurfacing crews at Street Svs.
3531	Garage Attendant	LAPD	At the LAPD Helipad
3557	Truck Crane Oiler	Street Services	Resurfacing crews
3558	Power Shovel Operator	Street Services, Harbor	St. Svc. Resurfacing crews; Harbor
3583	Truck Operator	Street Services	Resurfacing crew
3584	Heavy Duty Truck Operator	Airport, Street Services	Recycling & Asphalt Crews at Airport; resurfacing crews at Street Svs.
3585	Motor Sweeper Operator	Airport, Street Services	Operating M9A Sweeper at Airport, or on street resurfacing crews at Street Svs.
3588	Bus Operator	Airport	Operating bus with no A/C (daily)
3704	Auto Body Builder & Repairer	Airport, GSD,	All
3796	Welder	Airport, GSD, Harbor, LAPD, Recreation and Parks, LAFD, Zoo	All
4143	Asphalt Plant Operator	Street Services	Resurfacing crews
4150	Street Services Worker, Street Maintenance Worker	Airports and Street Services	Asphalt Crew at Airports; resurfacing crews at Street Svs.

ATTACHMENT 1b

CREW	LAST NAME	FIRST NAME	TITLE
214	AGUILAR	ANDY	EQUIP OPERATOR
176	ALVARADO	EUGENIO	ST MW I
155	ANDERSON	JACQUELINE A	ST MW I
165	ARANDIA	JOSE E	M & C HELPER
182	ARROYO	MARIO A	HVY DUTY TRUCK OPER
282	AVALOS	ALEJANDRO P	HVY DUTY TRUCK OPER
182	BARCENAS	FRANCISCO	HVY DUTY TRUCK OPER
214	BILODEAU	STEVE	EQUIP OPERATOR
182	BURBRIDGE	WILLIAM R	EQUIP OPERATOR
275	BURKE	ROGELIO B	ST MW I
261	CASTRO	BERNARDO	M & C HELPER
172	CLARK	DONALD D	EQUIP OPERATOR
282	COLEMAN	EARL R	HVY DUTY TRUCK OPER
256	DANIELS	ALI	ST MW II
252	DAVIS	JON	ST MW II
255	DIAZ	ERNEST	ST MW II
273	ESPINOZA	RICHARD	ST MW II
159	FOWLER	PAUL G	EQUIP OPERATOR
154	FRANCIS	DAVID M	EQUIP OPERATOR
152	FRAZIER	KEVIN D	ST MW II
182	GAMEZ	ROBERTO D	HVY DUTY TRUCK OPER
154	GAYTAN	RICHARD D	ST MW I
279	GHASSEMPOUR	ADEL	ST MW I
152	GILBERT	PATRICK A	EQUIP OPERATOR
281	GOMEZ	LUIS A	ST MW I
282	GUIDERA	WILLIAM A	EQUIP OPERATOR
282	HAWKINS	JAMES A	HVY DUTY TRUCK OPER
124	HERNDON	JOAQUIN M	ST MW I
152	HINTON	WENDELL	ST MW I
182	JONES	LENNIS D	HVY DUTY TRUCK OPER
259	KOK	THOMAS T	ST MW I
173	LOPEZ	NICHOLAS	ST MW I
172	LOWE	TROY	ST MW II
254	LOZANO	REYNALDO	EQUIP OPERATOR
254	LUNDIN	CHRIS	EQUIP OPERATOR
155	MANCINI	HENRY V	ST MW I
182	MARTINEZ	WILFREDO	HVY DUTY TRUCK OPER
159	MAXWELL	ORLANDO S	EQUIP OPERATOR
160	MCGOVERN	DANIEL R	EQUIP OPERATOR
108	MIA	IBRAHIM	TRUCK OPERATOR
176	MILLER	KENNETH L	EQUIP OPERATOR
255	MURILLO	MARTIN	MAINT LABORER
176	ORTIZ	JORGE A	HVY DUTY TRUCK OPER
265	PEREZ	MANUEL	TRUCK OPERATOR
254	PETERSON	ROBERT E	POWER SHOVEL OPER
155	REYES	JUAN L	ST MW I
182	SANCHEZ	LUIS E	HVY DUTY TRUCK OPER
172	SERNA	JESUS	ST MW I
159	SIMPSON	REGINALD J	ST MW I
282	SIMS	REGINALD	HVY DUTY TRUCK OPER

CREW	LAST NAME	FIRST NAME	TITLE
196	SOMADHI	DEVINDRA	HVY DUTY TRUCK OPER
282	SMITH	RODNEY B	HVY DUTY TRUCK OPER
265	VILLANUEVA	RICARDO R	TRUCK OPERATOR
155	VIRAMONTES	LOUIS P	M & C HELPER
265	WEBB	CARLO T	M & C HELPER
182	WOODSON	ALBERT L	ST MW I
108	YOUNG	DINO	TRUCK OPERATOR

LETTER OF INTENT

WASTEWATER COLLECTION WORKER II
RECRUITMENT AND RETENTION

2015 – 2018 MEMORANDUM OF UNDERSTANDING NO. 04

The undersigned parties agree to meet no later than forty-five (45) calendar days following City Council adoption of this MOU or another date mutually agreed upon by the parties for the purpose of evaluating any significant recruitment or retention issues in the Wastewater Collection Worker II classification and pay grade and to review and consider any base wage compensation adjustment that may assist in recruitment and retention issues as the City continues to monitor employment statistics.

The parties further agree that the MOU will be reopened to address any agreed upon compensation adjustments arising from this discussion(s) that will be effective only after City Council approval of an MOU amendment.

For the Union:

David Sanders
Business Representative
Service Employees International Union
Local 721

12/4/2015
Date

For Management:

Miguel A. Santana
City Administrative Officer
City of Los Angeles

12/4/15
Date

LETTER OF AGREEMENT

UNIFORMS AND UNIFORM ALLOWANCE
ANIMAL KEEPER – ZOO DEPARTMENT

2015 – 2018 MEMORANDUM OF UNDERSTANDING NO. 04

The undersigned parties agree that Management shall provide one (1) department-approved jacket to employees on active payroll status as of November 1, 2015 (the start of pay period 10) in the Animal Keeper classification. The uniform allowance shall continue.

This is a one-time action that shall occur no later than June 30, 2016.

For the Union:

David Sanders
Business Representative
Service Employees International Union
Local 721

September 2, 2015
Date

For Management:

John R. Lewis
General Manager
Zoo Department
City of Los Angeles

Sept. 2, 2015
Date

LETTER OF INTENT

BUS OPERATORS - GROUP VI AIRCRAFT ESCORTS
LOS ANGELES WORLD AIRPORTS

2015 – 2018 MEMORANDUM OF UNDERSTANDING NO. 04

The undersigned parties agree that further discussion is required regarding Bus Operators at the Los Angeles World Airports escorting Group VI Aircrafts including review of compensation. The parties agree to meet to engage in said discussion(s).

The parties agree to explore resolution to this matter in the form of possible contractual language changes, written communication from the department appointing authority (or designee) or, some other mutually agreed upon method. The Office of the City Administrative Officer will be consulted as required.

The parties further agree that the MOU will be reopened to address any agreed upon compensation adjustments arising from this discussion(s) that will be effective only after City Council approval of an MOU amendment.

An initial meeting between the parties shall take place within four (4) months after the effective date of this MOU unless the parties mutually agree to extend this time period.

For the Union:

David Sanders
Business Representative
Service Employees International Union
Local 721

9/8/2015
Date

For Management:

Paula Adams
Human Resources Director
Los Angeles World Airports
City of Los Angeles

9/10/15
Date

LETTER OF AGREEMENT

UNIFORMS AND UNIFORM ALLOWANCE
TREE CREW – PUBLIC WORKS, BUREAU OF STREET SERVICES

2015 – 2018 MEMORANDUM OF UNDERSTANDING NO. 04

The undersigned parties agree that employees on active payroll status as of November 1, 2015 (the start of pay period 10) assigned to a Tree Crew in the Department of Public Works, Bureau of Street Services shall waive one year of their annual uniform issuance pursuant to MOU 04, Article 6.4, subsection R, and, in return, Management shall provide one (1) department-approved jacket for these employees. The uniform allowance shall continue.

This one-time action shall occur no later than June 30, 2016.

For the Union:

David Sanders
Business Representative
Service Employees International Union
Local 721

10/1/2015
Date

For Management:

Nazario Sauceda
Director
Bureau of Street Services
Department of Public Works
City of Los Angeles

9/17/2015
Date