

**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 (hereinafter "MOU") made and entered into this 10th day of December, 2007.

BY AND BETWEEN

THE HEADS OF DEPARTMENTS, OFFICES, OR BUREAUS REPRESENTED HEREIN (hereinafter "Management")

AND THE

SEIU, LOCAL 347, AFL-CIO (hereinafter "Union")

July 1, 2007 – June 30, 2012

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SECTION 1.0 GENERAL PROVISIONS

ARTICLE 1.1 RECOGNITION

On May 3, 1973, Local 347, Service Employees International Union (SEIU), AFL-CIO, was certified by the Employee Relations Board (hereinafter "ERB") as the majority representative of employees in the Equipment Operation and Labor Employees Unit (hereinafter "Unit"). Accordingly, Management recognizes Local 347, SEIU, AFL-CIO (hereinafter "Union"), as the exclusive representative of the employees in said Unit.

The term, "employee" or "employees" as used herein, shall refer only to the employees in the classifications listed in the Appendices herein, as well as such employees as are in classes of positions subsequently accreted to the Unit.

ARTICLE 1.2 PARTIES TO MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (hereinafter referred to as "MOU") is entered into on December 10, 2007, by the City Administrative Officer, as the authorized management representative of the City Council, and the authorized management representatives of the Departments of Airports, Animal Services, Controller, El Pueblo de Los Angeles, Fire, General Services, Harbor, Library, Los Angeles Convention Center, Personnel, Police, Public Works, Recreation and Parks, Transportation, and Zoo (hereinafter referred to as "Management"), and authorized representatives of the, SEIU, Local 347,(hereinafter referred to as "Union") as the exclusive recognized employee organization for the Equipment Operation and Labor 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 City Administrative Officer (hereinafter "CAO") in writing that it has approved this MOU in its entirety.
- B. The determining bodies and the heads of those departments, offices or bureaus represented herein have approved this MOU in its entirety in the manner required by law, and they have taken such other actions as might be required to fully implement the provisions of this MOU.
- C. The City Council (hereinafter "Council") has: (1) approved this MOU in its entirety; (2) amended applicable provisions of the Los Angeles Administrative Code (hereinafter "LAAC");(3) amended departmental personnel ordinances and applicable codes; and, (4) 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

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, have been met, but in no event shall this MOU become effective prior to 12:01 a.m. on July 1, 2007. This MOU shall expire and otherwise be fully terminated at 11:59 p.m. on June 30, 2012.

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, and are continuing to meet and confer in good faith.

ARTICLE 1.6 CALENDAR FOR SUCCESSOR MOU

Should either the Union or Management desire a successor MOU, that party shall serve upon the other during the period February 15, 2012 through March 15, 2012, its written proposals for such successor MOU.

ARTICLE 1.7 NONDISCRIMINATION

The parties mutually reaffirm their respective policies of nondiscrimination in the treatment of any employee because of race, religious creed, color, sex, sexual orientation, age, disability, union activity, national origin, or ancestry.

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 to this MOU, voluntarily and unqualifiedly waive their respective rights to meet and confer in good faith during the term of this MOU, with respect to any subject or matter 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 Council contained herein, shall in any manner be binding upon Union or Management unless and until jointly recommended in writing to the Council and approved and implemented in accordance with Article 1.3c.
- 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

The parties agree that 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, ERB, or similar independent commissions of the City. 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 Charter of the City of Los Angeles, or is otherwise held to be invalid or unenforceable by any court of competent jurisdiction, said Article, part, or provision shall be suspended and superseded by such applicable law or regulations and the remainder of this MOU shall not be affected thereby.

ARTICLE 1.10 NO STRIKE – NO LOCKOUT

In consideration of the mutual desire of the parties to promote and ensure harmonious relations and in consideration of this mutual pledge of accord, the 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.

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

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.

SECTION 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 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 and by hard copy. 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 Representation Unit.
- B. SEIU Local 347, AFL-CIO, located at 1015 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 Unit.
- C. If you want additional information, you may telephone Local 347 at (213) 482-6660 during your off duty hours.

ARTICLE 2.3 AGENCY SHOP

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

- A. DUES/FEES
 - 1. a. Each employee in this unit who has completed six continuous months of City service and who is not on unpaid leave of absence, shall, as a condition of continued employment, become a member of SEIU, Local 347, 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, or a period of three (3) years, whichever comes first; provided, however, that 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 30 days after written notice of the new amount is received by the Controller.

- b. Notwithstanding any provisions of Article 2, Section 4.203 of the LAAC 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 Local 347 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.
2. The CAO and the Union shall jointly notify all members of the representation 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 Section 4.801 and designated in accordance with Section 4.830d of the Los Angeles Administrative Code.

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 Section 01(c)(3) of the Internal Revenue Code, 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 City Controller for the processing of each payroll deduction taken. The City 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 representation 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 number of each permanent employee.
4. The Controller shall notify the organization within sixty (60) calendar days of any employee who, because of a change in employment status, is no longer a member of the representation 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*, 106 S. Ct. 1066 (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

The agency shop provisions herein may be rescinded in accordance with the procedures contained in Rule 12 of the Employee Relations Board adopted January 11, 1982. In the event that this article is overturned by the employees in the representation 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 deductions 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 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

City facilities may be used 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. 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 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 ERB

Should any action(s) by ERB prior to the expiration of this MOU, result in any significant changes to the composition of this representational 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

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 Local 347 Political Action Committee ("347PAC"). Union members may voluntarily contribute an amount greater than fifty cents (\$.50) per pay period to the 347 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.

Remittance of the amount of the 347PAC 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.

A fee of nine cents (\$.09) per deduction shall be assessed by the Controller for the processing of each 347PAC deduction taken. The Controller will deduct the aggregate amount of such fees on a biweekly basis.

Neither an employee nor the Union shall have any claim against the City for a 347PAC deduction made or not made, as the case may be, unless a claim of error is presented to the Controller in writing within 30 calendar days after the date such deduction was or should have been made.

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 bargaining 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 Los Angeles City Employees Union, Local 347, SEIU.
- C. Notwithstanding any provision of this MOU to the contrary and excluding the provisions of paragraph 6 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. Local 347 may request to meet and discuss such proposed contracts within five (5) working days following notice as indicated in "a." above. Failure by the union to request such meeting(s) within the prescribed five 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 Rules 11.03 and 11.04 of the Employee Relations Board.
 - 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 (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. 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 the Grievance Procedure, Article 3.1 of the MOU, and shall not delay the implementation of the contract if all other provisions of this article have been met.

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 (Step 6) of the Grievance Procedure. Effective January 1, 2008, Arbitration is Step 4 of the Grievance Procedure.

ARTICLE 2.11 JOB SECURITY

Effective March 1, 1994, a total of 6,237 full-time positions were filled in Council-controlled units represented by Local 347. The parties agree that if at any time, during the term of this MOU, this number falls to 90% of the March 1 total (5,613) for any reason, the City shall refrain from awarding any new contract for work currently being performed by Local 347 until such time as the number of the subject positions reaches at least the prescribed 90% level. Contracts in effect on March 1, 1994 may be renewed at the City's discretion. The parties agree, however, that the scope of work or services covered by said contracts shall not exceed that which was in effect on March 1, 1994.

This language explicitly refers to contracting decisions and does not diminish the City's discretion in staffing decisions relative to basic departmental organization or level of service.

SECTION 3.0 GRIEVANCE

ARTICLE 3.1 GRIEVANCE PROCEDURE

The following procedure shall apply to grievances filed on July 1, 2007 through December 31, 2007:

Section I - Definitions

A grievance is defined as any dispute concerning the interpretation or application of this written MOU or departmental rules and regulations governing personnel practices or working conditions applicable to employees covered by this MOU; provided, however, that the parties agree that the following actions, events, occurrences, and/or conditions 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. 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.

Disciplinary action for exempt intermittent and half-time employees.

Section II - Responsibilities and Rights

- A. Nothing in this grievance procedure shall be construed to apply to matters for which an administrative remedy is provided before the Civil Service Commission. 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 ERB, the employee may elect to pursue the matter under either the grievance procedure herein provided, or by action before ERB. The employee's election of either procedure shall constitute a binding election of the remedy chosen and a waiver of the alternative remedy.
- B. No grievant shall lose his/her right to process his/her grievance because of Management-imposed limitations in scheduling meetings.
- C. The grievant has the responsibility to discuss his/her grievance informally with his/her immediate supervisor. The immediate supervisor will, upon request of a grievant, discuss the grievance with him/her at a mutually satisfactory time. The grievant may be represented by a representative of his/her choice in the informal discussion with his/her immediate supervisor, and in all formal review levels, and in arbitration; provided, however, that such representative may not be an

employee or officer of another qualified organization except with the written consent of the organization granted exclusive representation.

Group Grievances

In instances where more than one employee in a department is aggrieved, the Union may elect to file the grievance on behalf of the employees. The facts and issues of the alleged grievance must be the same. Such grievance must contain the names of all grievants and the specific facts pertaining to each grievant. At the time of filing the grievance, the Union may request that the first level of review be at a level higher than Step 1 and shall provide justification for such request. One supervisor will be designated by department Management to discuss the grievance at each level with one affected employee designated to represent the grievance and the Union. Such grievance will be processed as a single grievance through all formal levels of review. All affected employees involved in the action must waive their respective rights to file an individual grievance on the same issue and to discuss the grievance at the informal level with their respective immediate supervisors on a form provided by Management prior to the discussion with the designated supervisor. Such form shall also include a statement that the employee understands that he/she is party to a grievance filed by the Union.

- D. The time limits between steps of the grievance procedure provided herein may be extended by mutual agreement, or by mutual agreement, the grievant and Management may waive one or more levels of review from this grievance procedure.
- E. Management shall notify the Union of any formal grievance filed that involves the interpretation and/or application of the provisions of this MOU, and a full-time Union Staff Representative shall have the right to be present at any formal grievance meeting concerning such a grievance. If the full-time Union Staff Representative elects to attend said grievance meeting, he/she shall inform the head of the department, office or bureau of his/her intention. Union will be notified of the resolution of all other formal grievances.

Section III - Procedure

The grievance procedure for employees covered by this MOU shall be as follows:

Step 1 - Informal Discussion

The grievant shall discuss his/her grievance with his/her immediate supervisor on an informal basis in an effort to resolve the grievance and said grievance shall be considered waived if not so presented to the immediate supervisor within ten (10) calendar days following the day when the event upon which the grievance is based occurred. Said ten (10) calendar days may be waived by mutual consent of the parties involved.

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

Step 2 - First Level of Review

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

If such written notice is served, said person shall meet with the grievant, and a written decision or statement of the facts and issues shall be rendered to the grievant and his/her representative, if any, within fifteen (15) calendar days from the date of service. Failure of Management to respond within such time limit shall entitle the grievant to process his/her grievance at the next level of review.

Step 3 - Second Level of Review

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

If such written notice is served, said person shall meet with the grievant, and a written decision or statement of the facts and issues shall be rendered to the grievant and his/her representative, if any, within fifteen (15) calendar days from the date of service. Failure of Management to respond within such time limit shall entitle the grievant to process his/her grievance at the next level of review.

Step 4 - General Manager/Commission Review (Third Level of Review)

If the grievance is not settled at Step 3, the grievant may serve written notice of the grievance on said form upon his/her General Manager or designee within seven (7) calendar days following receipt of the grievance response at Step 3. Failure of the grievant to serve such notice shall constitute a waiver of the grievance. If such notice is served, the grievance shall be heard by the General Manager or his/her designee, or in the case of departments under the administrative control of a board of commissioners, by the Commission or the General Manager or their designee, and a written decision shall be rendered within 120 calendar days of such notice being served.

Step 5 - Mediation (optional)

If the grievance is not resolved at Step 4, the Union representative may, within ten (10) calendar days following receipt of Management's response at Step 4, request that the

grievance be submitted to a mediator prior to proceeding to arbitration. This step is optional and requires the concurrence of Management and the Union.

A request for mediation must be in writing and must be submitted to the affected department's personnel officer or the Employee Relations Administrator in the Police Department within the above-prescribed time limits. The personnel officer or Employee Relations Administrator shall, within ten (10) calendar days following receipt of the mediation request, return the request to the Union representative with a denial or an agreement that the parties jointly request the Employee Relations Board (ERB) to appoint a mediator.

The Executive Director of the Employee Relations Board shall attempt to obtain the services of a mediator from the State Mediation and Conciliation Service. If a State mediator is unavailable, Union and Management may jointly agree to a mediator selected by the Executive Director of the Employee Relations Board. The fees for mediation shall be shared equally by Union and Management.

The mediation procedure shall be informal. The primary effort will be to assist the parties in settling the grievance. Court reporters shall not be used, the rules of evidence shall not apply, and no record shall be made. The mediator shall determine whether witnesses are necessary.

If the grievance is resolved through mediation, notwithstanding the provisions of Section 4.865 of the Employee Relations Ordinance, the parties may agree to accept the results of mediation as binding.

If the grievance is not resolved in mediation, the mediator may be requested to provide an immediate oral opinion as to how the grievance would be decided if it went to arbitration. Such opinion shall be advisory only. However upon mutual agreement of the parties, the mediator may be requested to furnish such opinion in writing, including a brief statement of the reasons for the opinion. Such opinion, as well as confidential discussions by the parties in mediation, shall not be used during any subsequent arbitration.

Step 6 - Arbitration

If the written decision at Step 4 does not settle the grievance; or if no written decision is rendered within the time limits set forth at Step 4 and if mediation, as provided in Step 5, is not requested; or if mediation is not agreed to; or if mediation does not resolve the grievance; the Union may serve upon the head of the department, office or bureau a request for arbitration at the same time that such request is filed with ERB. The request for arbitration must be filed within ten (10) calendar days following the date of any of the above qualifying events. Failure of the Union to serve such written request within said period shall constitute a waiver of the grievance.

If such written notice is served, the parties shall meet for the purpose of selecting an arbitrator from a list of seven arbitrators furnished by the Employee Relations Board, within seven (7) calendar days following receipt of said list.

- A. 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 Employee Relations Board, 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.
- B. Notwithstanding Section 4.865 a.(4) of the Employee Relations Ordinance, the decision of an arbitrator resulting from any arbitration of a grievance hereunder shall be binding upon the parties(*); provided, however, that grievances arising from the practical consequences of the contracting of unit work shall be subject to advisory arbitration unless said grievances involve 1) claims of loss of basic compensation (herein defined as base salary and regularly assigned bonus compensation) or 2) claims that the grievant has suffered capricious, arbitrary or discriminatory treatment as a result of the contracting decision. (*Binding arbitration of grievances as herein provided shall be applicable in the Harbor Department at such time as the Harbor Commission submits its written concurrence with said provision to the Mayor and Council.)

Disputes as to whether a grievance involving the practical consequences of a contracting decision is subject to advisory or binding arbitration shall be referred to an arbitrator for a binding decision on this threshold question prior to proceeding to arbitration on the merits of the claim.

The following procedure shall apply to grievances filed on or after January 1, 2008:

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 employees covered by this MOU. 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 Memorandum of Understanding.
- 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.
- C. 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.
- E. Disciplinary action for exempt intermittent and half-time employees.

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 Employee Relations Board, the employee must elect to pursue the matter under either the grievance procedure herein provided, or by action before the Employee Relations Board. 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 thru Friday, exclusive of City Holidays, as defined in Article 6.3 of this MOU.

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

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 Employee Relations Board appoint a mediator. The Employee Relations Board shall attempt to obtain the services of a mediator from the State Mediation and Conciliation Service. If a State mediator is unavailable, Union and Management may jointly agree to a mediator selected by the Executive Director of the Employee Relations Board. The fees of such mediator shall be shared equally by Union and Management.

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.

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.

Notwithstanding the above, and Section 4.865 of the Employee Relations Ordinance, the parties may mutually agree to accept the opinion of the mediator as binding.

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.

- Suspensions without pay
- Allegations of failure to accommodate medical restrictions
- Allegations of retaliation
- 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

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.

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

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.

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

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 3, or (b) the last day of the response period provided for in Step 3. 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 30 business days from the date of meeting with the employee.

STEP 4 - ARBITRATION

If the written response at Step 3, or mediation, does not settle the grievance, or management fails to provide a written response within 30 business days of the Step 3 meeting, the Union may elect to serve a written request for arbitration with the Employee Relations Board. A copy of this notice shall be served upon the department's personnel officer. The request for arbitration must be filed with the Employee Relations Board 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 or 3A. Failure of the Union to serve a written request for arbitration with the Employee Relations Board within said period shall constitute a waiver of the grievance.

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

- A. 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 Employee Relations Board, 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.
- B. The decision of an arbitrator resulting from any arbitration of a grievance hereunder shall be binding upon the parties concerned.

- C. 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 Memorandum of Understanding.

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

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.

The General Manager, or designee, shall provide written notification to the Employee Relations Division of the City Administrative Officer 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 30 business days from the date of meeting with the union.

STEP 2

If the grievance is not settled at Step 1, or Step 1A 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. The Union may designate a reasonable number of Union Stewards who must be members of the Unit, and shall provide all departments, offices, or bureaus with a written list of employees who have been so designated. Management will accept on a quarterly basis any changes to the list. 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.

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 Unit and 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.

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 grievance steward will be informed when time can be made available. Such time will not be more than forty-eight (48) hours, excluding scheduled days off and/or legal holidays, after the time of the steward's request 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.

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 meeting requested.

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. 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.

No later than March 1, 2008, the Union and City representative 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.

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

Effective March 1, 2008, Certified Stewards shall be authorized to spend up to one (1) hour of City time to investigate each dispute raised under Article 3.1 of this MOU.

SECTION 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; 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. 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 effect 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.

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

Notwithstanding the provisions of Section 4.110 of the Los Angeles Administrative Code (LAAC), the following provisions shall apply to part-time employees covered by this Memorandum of Understanding.

- A. Except as provided in Section 4.117 of the LAAC 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 (1040) hours or more in a calendar year, but less than full-time. Compensation shall be prorated on the basis of the total number of scheduled 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 1040 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 hired into classifications covered by this MOU after the effective date of the MOU 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 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 60 days of the adoption of this MOU by City Council.
- D.
1. Intermittent employees except those employees who were hired before 2/1/90 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 consecutive months of City service and must have been compensated for at least 500 hours before qualifying to use the compensated personal time off. This benefit may be used in no less than one-hour increments for the following:
 - a. Sick leave;
 - 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.

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

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

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.

Employees who are receiving benefits as a full-time or half-time employee in another department or capacity, or are a retired member of LACERS, shall not be eligible to receive compensated personal time off benefits as an intermittent employee.

2. Notwithstanding paragraph 2 above, an employee hired on an intermittent basis who, following two consecutive years of City service, has been compensated for 1000 or more hours during each of the two consecutive service years shall be considered a half-time employee and become entitled to qualify for prorated benefits provided to half-time employees. 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 16 hours of unused compensated personal time. Any unused personal time in excess of 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.

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 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 16 hours shall be deemed waived and lost.

3. 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 16 hours of unused compensated personal time. Any unused personal time in excess of 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. Discipline and Due Process: The City agrees to maintain the disciplinary protocols currently used in the Aquatics Division of the Department of Recreation and Parks (which may include written disciplinary action prior to termination) and at the Los Angeles Convention Center for employees on the payroll on February 18, 2003, the date the part-time Agreement was approved by Council. These protocols shall not apply to employees who terminate their employment and are subsequently rehired.
- H. The City and the Union agree to these 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;

I. Termination Review Procedure

The Termination Review Procedure proposed by the City shall apply to all half-time employees employed in all departments except for employees of the Los Angeles Convention Center on February 18, 2003, the date the part-time Agreement was approved by Council. The procedure in place prior to February 18, 2003 shall not apply to employees of the Los Angeles Convention Center who terminate their employment and are subsequently rehired.

- 1. The following procedure shall apply to half-time exempt employees covered by this MOU.
- 2. Within 10 calendar days of the date of the written notice of termination to a half-time exempt employee, the Union may request in writing to meet with the Personnel Director or designee, to discuss the termination.

An oral explanation regarding the reason for termination may be provided

by the Personnel Director or designee prior to the meeting upon the request of the Union.

If requested, a meeting shall be held with the Personnel Director or designee within 15 calendar days following receipt of the request. Within 10 calendar days following said meeting, the Personnel Director or designee shall notify the affected employee and union representative in writing of the department's decision.

3. The Union may file a written request with the General Manager for a review of the Personnel Director's decision within 10 calendar days following receipt of said decision. The request for review must contain all information that the Union wishes the General Manager to consider. At the request of the Union, there will be a meeting with the General Manager or designee.
4. The General Manager or designee shall submit a written decision regarding the termination to the affected employee and the Union within 30 calendar days following the date of the meeting or, if no meeting is requested, within 30 calendar days of the date of the request for review.
5. The deadlines in each of the above sections may be extended by mutual agreement of the parties.
6. The written decision of the General Manager or designee shall be final, and no further review of the termination shall be permitted.
7. In the event the General Manager determines that the termination should be reversed, the General Manager shall determine whether back pay and benefits shall be paid.
8. Consistent with Charter §1001(d)(3) nothing in the establishment of this limited review procedure, including an explanation for the reason for termination, alters the at-will employment status, creates a property interest right, establishes a standard of performance, or establishes the need to show cause for exempt, at-will employees.

J. 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.

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

SECTION 5.0 COMPENSATION

ARTICLE 5.1 OVERTIME

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 city 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.

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.

Work Schedules

Pursuant to FLSA, employees shall have a fixed workweek that consists of a regular recurring period of 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 Fair Labor Standards Act. Management may assign employees to work a five/fourty, 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 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 is prohibited unless it is intended for the employee to work additional hours (overtime.)

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.

Rate and Method of Overtime Compensation - (FLSA) Non-Exempt Employees

Compensation for overtime shall be for all hours worked in excess of 40 hours in a workweek including all absences with pay authorized by law. Overtime compensation for all employees in this MOU 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.

Compensated Time Off

Employees shall be permitted to accumulate up to 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 80 hours for a temporary period of time. If an employee does not schedule and take time off over 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 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 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 240 hours be accumulated.

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. 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 National Labor Relations Board (NLRB).

ARTICLE 5.2 OVERTIME MEAL ALLOWANCE

This provision is in effect from July 1, 2007 through the end of the payperiod following Council adoption of this MOU.

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 then the employee shall be paid an overtime meal allowance of \$8.50 unless management provides a meal.

Effective the start of the payperiod following Council adoption of this MOU, 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 then the employee shall be paid an overtime meal allowance of \$10.00 unless management provides a meal.

ARTICLE 5.3 CALL BACK PAY

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 (1½) the employee's regular rate of pay.

The following provisions shall apply to employees required to return to duty on or after the start of the payperiod following Council adoption of this MOU.

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

This provision is in effect from July 1, 2007 through the end of the payperiod following Council adoption of this MOU.

Section I

For the term of this MOU, whenever Management assigns a non-supervisory employee as an acting on-site Supervisor in the temporary absence of a full time Supervisor such employee shall become eligible for additional compensation upon completion of a qualifying period of five (5) consecutive working days in such assignment at his/her regular rate of compensation. Paid or unpaid absences of more than three days during the qualifying period shall extend the qualifying period by the length of the absence.

Section II

Starting with the first working day following completion of a qualifying period, the employee shall receive compensation at the second premium level rate above the appropriate step rate of the salary range prescribed for his/her class, for each day on duty (present 50% or more of the work day) as an acting on-site supervisor. However, the maximum pay rate for such duty shall be limited to the top step of the salary range, or the hourly wage rate which has been established as compensation for the supervisory position to which the employee has been assigned.

Section III

Any Management determination or decision pertaining to the implementation, interpretation, application, administration or cancellation of any or all the provisions of this Article 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 acting assignment in accordance with the provisions of this Article.

The following provisions shall apply to employees assigned on or after the start of the payperiod following Council adoption of this MOU.

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. 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.

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

D. Compensation

An employee qualifying for additional compensation as stated above shall receive salary at the second premium level above the appropriate step rate of 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.

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

This provision is in effect from July 1, 2007 through the end of the payperiod following Council adoption of this MOU.

- A. Notwithstanding Section 4.222 of the LAAC, whenever an employee is required to travel directly between his/her home and place of temporary assignment, as provided in Section 4.221 of the LAAC, he/she shall receive payment at the rate of three dollars (\$3.00) for each day that such travel occurs. All other provisions of Sec. 4.220 - 4.226 of the LAAC which relate to payment for travel of certain employees from their homes to temporary job locations remain unchanged.
- B. Notwithstanding Section 4.222.1 of the LAAC, 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 three dollars (\$3.00) for each day that such travel occurs.
- C. Where an employee qualifies under both sections A and B above, such employee shall be entitled to receive four dollars (\$4.00) per day.

The following provisions shall apply effective the start of the payperiod following Council adoption of this MOU.

- A. Notwithstanding Section 4.222 of the LAAC, whenever an employee is required to travel directly between his/her home and place of temporary assignment, as provided in Section 4.221 of the LAAC, he/she shall receive payment at the rate of four dollars (\$4.00) for each day that such travel occurs. All other provisions of Sec. 4.220 - 4.226 of the LAAC which relate to payment for travel of certain employees from their homes to temporary job locations remain unchanged.
- B. Notwithstanding Section 4.222.1 of the LAAC, 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.
- 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.

ARTICLE 5.7 EARLY REPORT PAY

A regularly assigned 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 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.

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 which may exist, employees may or may not be retained beyond eight hours, subject to operational needs.

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 48 hours notice do not qualify for Early Report Pay.

ARTICLE 5.8 STAND-BY PAY

A. Designation of and Responsibilities of Employees

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:

1. Volunteers in the classification required.
2. In class seniority in classification required.
3. Special skills required.

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

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.

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

These provisions are in effect from July 1, 2007 through the end of the payperiod following Council adoption of this MOU.

Employees will be paid \$2.00 for each hour assigned to standby. When called, the employee will be paid overtime at the rate of one and one-half (1½) times the employee's regular rate of pay from the time of the telephone response through to the end of the job. A minimum of four (4) hours of overtime is guaranteed for each call. However, employees will not receive pay of \$2.00 per hour for any time the employee is receiving pay pursuant to this Memorandum of Understanding.

Notwithstanding the provisions of Article 5.1 – OVERTIME, all overtime earned on standby will be paid in cash, and standby time shall not count as hours worked for the purpose of computing overtime pay.

The following provisions shall apply to employees assigned to stand-by on or after the start of the payperiod following Council adoption of this MOU.

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 \$2.00 for each hour assigned to standby. When called and required to report to work, the employee will be compensated in accordance with Article 5.3 of this MOU. 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 Memorandum of Understanding. Such practices of additional compensation for employees required to use a language other than English shall be in accordance with Section 4.84 of the Los Angeles Administrative Code.

ARTICLE 5.10 SALARIES

- A. The parties to this MOU jointly recommend to the City Council approval of the salary ranges set forth in Appendices A through F Salaries.
- B. The salaries for employees within the Unit as set forth in the Appendices shall become operative as follows:

Appendix A – July 1, 2007
Appendix B – January 1, 2008
Appendix C – July 1, 2008

Appendix D – July 1, 2009
Appendix E – July 1, 2010
Appendix F – July 1, 2011

ADDITIONAL SALARY ADJUSTMENTS

C. Employees on Five Step Salary Ranges (Full-time or Half-Time Status)

1. Effective January 1, 2010, Unit employees with at least twelve (12) months of service in their current classification at step 5 of the salary range on or after January 1, 2010 shall receive a salary adjustment of 2.75%.
2. Effective January 1, 2011, Unit employees at step 5 of the salary range who received the adjustment provided for in C.1. above shall receive an additional salary adjustment of 2.75% twelve months after receiving the adjustment in C.1.
3. Effective January 1, 2012, Unit employees at step 5 of the salary range who received the adjustment provided for in C.2. above shall receive an additional salary adjustment of 2.75% twelve months after receiving the adjustment in C.2.

The above adjustments shall be included in determining salary step placement under Los Angeles Administrative Code Section 4.91.

In classes where the paygrade description provides for automatic movement to a higher paygrade level after twelve months, if the effective date of the upgrade is the same day as the effective date of an adjustment provided for in Subsection C. herein, the adjustment shall be included in determining placement on the range for the higher level paygrade.

D. Employees Compensated at a Flat Hourly Rate (Full-time or Half-time Status)

1. Effective January 1, 2010, Unit employees in flat-rated classifications shall receive a salary adjustment of 2.75%.
2. Effective January 1, 2011, Unit employees in flat-rated classifications shall receive a salary adjustment of 2.75%.
3. Effective January 1, 2012, Unit employees in flat-rated classifications shall receive a salary adjustment of 2.75%.

E. Employees with Intermittent Status (Employees in Salary Range or Flat-Rated Classes)

1. Effective January 1, 2010, Unit employees with intermittent status who have been compensated for at least 1000 hours subsequent to July 1, 2007 shall receive a salary adjustment of 2.75%.

2. Effective January 1, 2011, Unit employees with intermittent status with 1000 hours of compensated time subsequent to the 2.75% adjustment provided for in E(1) above shall receive an additional salary adjustment of 2.75%.
3. Effective January 1, 2012, Unit employees with intermittent status with 1000 hours of compensated time subsequent to the 2.75% adjustment provided for in E(2) above shall receive an additional salary adjustment of 2.75%.

ADJUSTED SALARY FOR SPECIFIED ASSIGNMENTS

Employees covered by this MOU shall not be eligible for adjusted salary under the provisions of Notes H, J and K of Schedule A of Section 4.61 of the Los Angeles Administrative Code. In lieu thereof unit employees shall receive additional salary for specified assignments, in specified classes, as follows:

A. Hazardous Conditions:

Employees in any unit class required to perform duties more than 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 the appropriate step of the second premium level above the salary range prescribed for the class.

B. Pavement Breaking:

Employees in the class of Maintenance Laborer who are required to operate a pavement breaker more than 50% of a work day shall receive, for each day so assigned, salary at the appropriate step of the fourth premium level above the salary range prescribed for the class.

C. Obnoxious Conditions:

1. Employees in unit classes who are regularly assigned, as defined in Section 4.75 of the Los Angeles Administrative Code, 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 50% of a work day shall receive, for each day so assigned, salary at the appropriate step of the second premium level above the salary range prescribed for the class.

2. Employees in the classes listed in Attachment 1a of this MOU who are regularly assigned, as defined in Section 4.75 of the Los Angeles Administrative Code, to perform the indicated assignments shall receive salary at the appropriate step of the first premium level above the salary range prescribed for the class. 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 premium level as provided above, is deemed regularly assigned; the second one is not regularly assigned and is not included in the retirement base.

Employees in the classes of Vocational Worker, Gardener Caretaker and Senior Gardener 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), shall receive, for each day on which they perform the required duties at least 50% of the work day, salary at the appropriate step of the first premium level above the salary range prescribed for the class.

Employees in the classification of Light Equipment Operator in the Department of Recreation and Parks shall receive, for each day on which they operate a Toro 580D at least 50% of the work day, salary at the appropriate step of the first premium level above the salary range prescribed for the class.

Employees who qualify for compensation under both "a" and "b" shall not receive compensation for both "a" and "b" concurrently.

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 50% of a work day, shall receive, for each day so assigned, salary at the appropriate step of the second premium level above the salary range prescribed for the class.

ARTICLE 5.11 LEAD PAY ASSIGNMENT

This provision is in effect from July 1, 2007 through the end of the payperiod following Council adoption of this MOU.

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 in the same classification or paygrade, either on a regularly assigned or on a daily basis, shall receive compensation at the second premium level rate above the appropriate step of the salary range prescribed for the class, while so assigned.

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.

The following provisions shall apply to employees assigned on or after the start of the payperiod following Council adoption of this MOU.

Non-supervisory employees (employees whose classification or paygrade 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 the second premium level rate above the appropriate step of the salary range prescribed for the class, while so assigned.

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 50% of a work shift during the temporary absence of an Equipment Operator, Code 3525 or Code 3525-6 he/she shall receive the first premium level rate above the appropriate step rate of 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.
- 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 "A," "B," or "C" above shall be final and conclusive and shall not be subject to the grievance procedure herein.

ARTICLE 5.13 SHIFT DIFFERENTIAL

Notwithstanding the provisions of Note N of Schedule A of Section 4.61 of the Los Angeles Administrative Code, if an employee works eight hours or more on any one day, and more than 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, the second premium level rate above the rate currently received by the employee.

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

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

ARTICLE 5.14 SALARY STEP ADVANCEMENT

Effective February 17, 2008, notwithstanding Los Angeles Administrative Code (LAAC) Section 4.92, subsections (a), (c), (d), and (f)(1), the following salary step advancement procedures shall apply to all members of this Unit who are appointed or promoted on or after February 17, 2008 to classifications that are compensated on a salary range:

FULL-TIME EMPLOYEES

A. The First Salary Step Advancement Following Initial Appointment or Promotion

The first salary step advancement for an employee in this Unit who has been initially appointed to City service or who has been appointed or assigned (through paygrade advancement) to a position on a higher salary range shall occur at the beginning of the payroll period following completion of 2,080 regular paid hours and 12 months of service. This date shall become the employee's step advancement date, except under the circumstances in section C below.

B. Subsequent Step Advancement

Each subsequent step advancement shall occur at the beginning of the payroll period following the completion of 2,080 additional regular paid hours and 12 months of service, except under the circumstances in section C below, until the top step has been reached.

C. Extension of Step Advancement Date – Uncompensated Hours

Uncompensated absences of sixteen 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 working day for each working day absence (or one 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 Division IV of the Labor Code of the State of California and Article 7 of Division 4 of the LAAC 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 12 months (2080 hours) following an appointment or assignment shall be treated as one 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.

PART-TIME EMPLOYEES

F. 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 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 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.

G. 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.

SECTION 6.0 BENEFITS

ARTICLE 6.1 HEALTH/DENTAL AND FLEX BENEFITS PROGRAM

During the term of this MOU, the City will provide health, dental and other welfare benefits in accordance with the Civilian Modified Flexible Benefits Program (hereinafter Flex Program), including modifications thereto, as recommended by the Joint Labor-Management Benefits Committee (hereinafter JL-MBC) and approved by the City Council. The Flex Program currently provides, in addition to health and dental coverage, life and accidental death and dismemberment insurance; a disability plan; and a Cash in-lieu program for employees who can secure health coverage through a spouse or other sources.

The sections below are intended to reflect the terms of the Flex Program as approved in July, 1996. If there are discrepancies between the benefits described herein and the actual Flex Program benefits, the Flex Program benefits will take precedence.

Section I - Health Plans

The health plans offered, and benefits provided by those plans, shall be determined by the Personnel Department in accordance with Section 4.303 of the Los Angeles Administrative Code upon the recommendation of the JL-MBC.

Through December 31, 2007, Management will contribute a monthly sum not to exceed \$857.02 for each full-time employee who is a member of the City Employee Retirement System (LACERS) toward the cost of any approved health plan.

Operative January 1, 2008, Management will provide for each full-time employee who is a member of LACERS a subsidy in an amount not to exceed \$948.36 toward the cost of his/her health plan.

During the term of this MOU Management's monthly subsidy for full-time employees shall increase by the increase, if any, in the Kaiser family rate. Increases in this monthly subsidy shall be effective at the beginning of the pay period in which the Kaiser yearly premium rate change is implemented.

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

The definition of dependent shall include an employee's domestic partner 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 complete a confidential affidavit to be filed in the Employee Benefits Office, Personnel Department, which shall be signed by the employee and the domestic partner declaring the existence of the domestic partnership. By extending to an employee the specific benefits defined in this article, the City does not intend to confer or imply any other unspecified benefits to such employee, the employee's domestic partner or the dependents of such domestic partner.

For each half-time employee, as defined in Section 4.110 of the Los Angeles Administrative Code, who becomes a member of LACERS following the effective date of this MOU, management will contribute a monthly sum not to exceed \$329.62 per employee. Effective January 1, 2008, Management will contribute a monthly sum not to exceed \$364.76. Half-time employees who, prior to the effective date of this MOU, were receiving the same subsidy as full-time employees shall continue to receive that subsidy and shall be subject to any adjustments applied to that subsidy as provided in this article.

Employees, who transfer from full-time to half-time under the provisions of the Family and Medical Leave article of this MOU, shall continue to receive the same subsidy as full-time employees and shall be subject to any adjustments applied to that subsidy as provided herein.

Operative January 1, 1998, management's contribution toward the subsidy of a half-time employee's health plan shall be in an amount not to exceed the Kaiser single party rate. Changes in this maximum subsidy shall be effective at the beginning of the pay period in which the Kaiser yearly premium rate change is implemented.

Section II - Dental Plans

The dental plans offered, and the benefits provided by those plans, shall be determined by the Personnel Department in accordance with Section 4.303 of the Los Angeles Administrative Code upon the recommendation of the JL-MBC.

Management will expend for full-time employees in the classifications listed in the Appendices to this MOU, who are members of the 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 sufficient enrollment is maintained to continue to make such coverage available.

The definition of 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 complete a confidential affidavit to be filed in the Employee Benefits Office, Personnel Department, which shall be signed by the City employee and the domestic partner declaring the existence of the domestic partnership.

By extending to an employee the specific benefits defined by this article, the City does not intend to confer or imply any other unspecified benefits to such employee, the employee's domestic partner or the dependents of such domestic partner.

For half-time employees, as defined in Section 4.110 of the Los Angeles Administrative Code, who become members of LACERS following the effective date of this MOU, and for employees who transfer from full-time to half-time status, 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 the effective date of this MOU were receiving the full employee-only subsidy, shall continue to receive the full employee-only subsidy.

Section III - General Provisions

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

The parties mutually understand that the City will expend the above-cited amounts only for those employees who enroll in these plans and remain on active payroll status with the City, and that the City retains all rights to any unused funds which may be allocated for the purpose of implementing this article.

Management will retain all duties and responsibilities it has had for the administration of the City's health and dental plans.

Section IV - Subsidy During Family and Medical Leave

Employees who are on family and medical leave under the provisions of this MOU shall continue to receive the City's medical and dental plan subsidies for a maximum of nine (9) pay periods following the qualifying date of the family or medical leave, including paid and unpaid portions of said leave. Continuation of this subsidy will be subject to the following conditions:

- A. The employee shall have been continuously employed by the City for a period of one year prior to the beginning of the leave.

- B. The employee shall have been enrolled in a City health plan prior to the beginning of the leave in order to continue to receive the health plan subsidy. The employee shall have been enrolled in a City dental plan prior to the beginning of the leave in order to continue to receive the dental plan subsidy.
- C. The continuance of the health plan subsidy shall include coverage of any new dependent(s). Employees are responsible for notifying the Employee Benefits Office of any additional dependent(s).
- D. In accordance with the Family and Medical Leave Act of 1993 (FMLA), employees on unpaid family or medical leave shall not be required to repay the City subsidy if (1) they return to work, or (2) they terminate City employment following the leave due to a continuing serious health problem or other extenuating circumstances beyond their control. If an employee fails to return to work for reasons other than the foregoing, he/she shall reimburse the City for the subsidy provided during the unpaid leave. Such reimbursement shall be deducted from any compensation owed to the employee upon termination of City employment.
- E. Employees who desire to be covered by these subsidy provisions must make the appropriate request to:

Employee Benefits Office
Personnel Department
Room 867, City Hall

Employees shall be required to file an affidavit with the Employee Benefits Office stating that they will comply with the provisions herein before the subsidy will be provided.

Section V - 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 VI - Continuation of Benefits for Survivors of Employees Killed in the Line of Duty

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.

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 VII - 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

Each employee in the unit will be enrolled in supplemental insurance programs designated and administered by SEIU, Local 347.

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 Local 347 for distribution, by the union, to designated carriers in the amounts necessary to cover enrollment in these programs.

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.

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

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. When any holiday from 1 through 12 above falls on a Sunday, it shall be observed on the following Monday.
- C. When any holiday from 1 through 12 above falls on a Saturday, it shall be observed on the preceding Friday.
- D. 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. 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. 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 (1½) 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 hour for each hour worked. Employees shall not receive both overtime and holiday premium pay for the same hours.

- I. 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. 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 (1½) 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. 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 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 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 City Administrative Officer, 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.

- 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 \$20.00 biweekly. Effective the start of the payperiod that includes July 1, 2011, the \$20.00 biweekly allowance shall be increased to \$25.00 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 \$20.00 each pay period for replacing, maintaining and cleaning such uniforms. Effective the

start of the payperiod that includes July 1, 2011, the \$20.00 biweekly allowance shall be increased to \$25.00 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 pair of safety boots and two 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 \$20.00 per pay period. Effective the start of the payperiod that includes July 1, 2011, the \$20.00 biweekly allowance shall be increased to \$25.00 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 \$20.00 biweekly for such cleaning, maintenance and replacement. Effective the start of the payperiod that includes July 1, 2011, the \$20.00 biweekly allowance shall be increased to \$25.00 biweekly.
- G. The Senior Boat Operator 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 \$21.00 biweekly to said employee for such cleaning, maintenance and replacement. Effective the start of the payperiod that includes July 1, 2011, the \$21.00 biweekly allowance shall be increased to \$26.00 biweekly.
- H. Employees in the classes of Maintenance Assistant, Code 3108, Maintenance Laborer, Code 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 5 sets of uniforms each year during the term of this MOU. These employees shall receive a \$15.00 biweekly uniform allowance. Effective the start of the payperiod that includes July 1, 2011, the \$15.00 biweekly allowance shall be increased to \$20.00 biweekly.
- I. Employees in the class of Motor Sweeper Operator, Code 3585, in the Bureau of Street Services shall receive two pairs of coveralls annually during the term of this MOU.
- J. One 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 \$100.00 gross each year during the term of this MOU.

- K. Three 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 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 \$20.00 per pay period for the cleaning and maintenance of these uniforms. Effective the start of the payperiod that includes July 1, 2011, the \$20.00 biweekly allowance shall be increased to \$25.00 biweekly.
- M. 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 one hundred thirty five dollars (\$135.00), and intermittent and half-time employees shall receive one-half this cash allowance (\$67.50) 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 \$135.00 under the provisions of this Article. Effective July 1, 2011 this boot allowance shall be one hundred fifty dollars (\$150.00) for full time employees. Intermittent and half-time employees shall receive one-half this cash allowance (\$75). 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 dollars (\$20.00) per pay period for the cleaning, maintenance and replacement of said uniforms. Effective the start of the payperiod that includes July 1, 2011, the \$20.00 biweekly allowance shall be increased to \$25.00 biweekly.

- O Employees in the class of Maintenance Assistant, Code 3108 or Maintenance Laborer, Code 3112, assigned to the recycling unit in the Department of General Services who are required to wear a uniform shall receive an allowance of twenty dollars (\$20.00) per pay period for the cleaning, maintenance and replacement of the uniforms. Effective the start of the payperiod that includes July 1, 2011, the \$20.00 biweekly allowance shall be increased to \$25.00 biweekly.
- P. 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.
- 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.

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 \$20.00 per pay period for the cleaning and maintenance of these uniforms. Effective the start of the payperiod that includes July 1, 2011, the \$20.00 biweekly allowance shall be increased to \$25.00 biweekly.

- 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 \$20.00 per pay period for the cleaning and maintenance of these uniforms. Effective the start of the payperiod that includes July 1, 2011, the \$20.00 biweekly allowance shall be increased to \$25.00 biweekly.

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

The City's present practices with regard to the following employee benefits will be continued during the term of this MOU. Such practices shall be in accordance with the Sections of the LAAC listed below; provided however, that an employee's usage of sick leave for family illness shall not exceed twelve (12) days in a calendar year; provided further that the definition of immediate family for benefits subject to said definition shall include employees' grandparents, stepparents, grandchildren, stepchildren and domestic partners.

Sick Leave	Sections 4.126, 4.126.2 and 4.128
Bereavement Leave	Section 4.127.1
Family Illness*	Section 4.127
Shift Differential	Sections 4.61, 4.72, 4.74, and 4.75

*Notwithstanding the provisions of the 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.

ARTICLE 6.7 EMPLOYEE ASSISTANCE PROGRAM

Operative the effective date of this MOU, unit employees shall be covered by the EMPLOYEE ASSISTANCE PROGRAM available to all other council-controlled civilian employees.

ARTICLE 6.8 FAMILY AND MEDICAL LEAVE

I. Authorization for Leave

During the term of this MOU, up to four (4) months (nine [9] pay periods) 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 LAAC Section 4.127), upon the request of the employee, notwithstanding any other provisions of this MOU or the Los Angeles Administrative Code to the contrary.

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.

Leave under the provisions of this Article shall be limited to four (4) months (nine [9] pay periods) 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.

II. Definitions

- 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.
- D. Son or daughter 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.
- E. Persons who are *in loco parentis* include those with day-to-day responsibilities to care for and financially support a child, or in the case of an employee who had such responsibility for the employee when the employee was a child. A biological or legal relationship is not necessary.

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 (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) of leave if disabled due to pregnancy, inclusive of the aforementioned six-week, non disability leave.

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

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.

The time limitations 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. The start of leave for a pregnant employee shall be:
1. During or after the employee's pregnancy where there is no disability, at the employee's discretion; or
 2. At the beginning of the employee's pregnancy-related disability that a doctor certifies as necessary.
- B. 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. The start of a family leave for a serious health condition of a family member shall begin on the date requested by the employee.
- D. The start of a leave for the employee's own serious health condition shall begin on the date requested by the employee.
- E. A 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 consecutive days if left untreated; or
 6. Any period of incapacity due to pregnancy or for prenatal care.
- F. All leave granted under this Article shall normally be for a continuous period of time for each incident.

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 Section 4.110 of the Los Angeles Administrative Code during the duration of their part-time schedule.

Intermittent leave or work on a reduced schedule for the birth, adoption or foster care of a child shall only be permitted at the discretion of Management.

- 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. In accordance with Pregnancy Disability Leave under the California FEHA, pregnant employees not disabled by pregnancy are entitled to six (6) weeks (three [3] pay periods) of leave. Employees who are disabled due to pregnancy, child birth, or related medical conditions are eligible for up to four (4) months (nine [9] pay periods) of leave, inclusive of the aforementioned six-week, non-disability leave, with medical certification certifying the employee as unable to work due to a pregnancy-related

condition. Pregnancy Disability Leave under the FEHA may be taken before or after the birth of a child. Pregnancy leave under the federal Family and Medical Act shall run concurrently with Pregnancy Disability Leave under the FEHA, and must be concluded within one year of the child's birth.

Employees (either parent) are also eligible for family leave ("bonding") under the California Family Rights Act, which shall be limited to four months (nine [9] pay periods) and must be concluded within one year of the child's birth. (The administration of such leave shall be in accordance with Section III.B. of this Article.)

- I. A personal leave beyond the four (4) month (nine [9] pay periods) 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.
- J. 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.
- K. 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 15 calendar days to obtain the medical certification.
- L. 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 30 days notice. However, if the leave must begin in less than 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 period) 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), Adoption, Foster Care, or Family Illness

1. Annual family illness sick leave up to twelve (12) 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 period) 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 period] 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 Association 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 Fair Employment and Housing Act.

ARTICLE 6.9 TEMPORARY DISABILITY: WORKER'S 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 Section 4.104 of the Los Angeles Administrative Code, except that salary continuation payments during absences for temporary disabilities arising from job-related injuries or illnesses 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. An employee may make adjustments in the amount of voluntary deductions while on temporary disability leave but cannot change the amount normally deducted for State and Federal income taxes.

The provisions of this article shall be applicable to disability conditions incurred on or after the date Council approves this MOU.

ARTICLE 6.10 VACATION

A. Notwithstanding the provisions of Section 4.245 of the Los Angeles Administrative Code (LAAC), operative the effective date of the Ordinance implementing this MOU, 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 Section 4.246 of the LAAC.

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.

SECTION 7.0 TIME OFF

ARTICLE 7.1 JURY SERVICE

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. Provided however, that any jury attendance fees received by an employee who receives his/her regular salary pursuant to this provision shall be paid to the City. Such fees may be retained by the employee if the jury service is performed on the employee's regular day off or on a holiday.

The employee will report for work to his/her department, office or bureau on any day of his/her converted shift that he/she is not required by the Court to perform jury service. 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 Section 4.75 of the LAAC.

ARTICLE 7.2 CIVIC DUTY

- A. Subject to the exceptions and provisions of paragraphs 2, 3, and 4 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

The Personnel Department will mail to the Union copies of all recruitment bulletins. Tentative examination bulletins approved by the Head of the Examining Division of the Personnel Department will be mailed two (2) calendar days prior to the date that said bulletins are scheduled to be approved by the Civil Service Commission.

SECTION 8.0 RETIREMENT

ARTICLE 8.1 RETIREMENT BENEFITS

A. Benefits

For employees hired prior to January 1, 1983, retirement benefits including the Beta Retirement Formula and subsidies of: 1) one-half the employees' retirement contribution rates, and 2) an additional two percent (2%) of compensation

earnable after the one-half subsidy, shall be continued during the term of this MOU. For employees hired January 1, 1983 and thereafter, the Beta Retirement Formula and a flat-rated employee retirement contribution of six percent (6%) shall be continued.

B. Procedure for Benefits Modifications

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 the City Employees' Retirement System are affected shall be recommended to the City Council by the City Administrative Officer as affecting the membership of all employees in the City Employees' Retirement System. Such modifications need not be included in the Memorandum of Understanding in order to be considered appropriately negotiated.

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 City Administrative Officer 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.

If agreement is not reached between Management and the organizations representing a majority of the members in the City Employees' Retirement System as to whether a particular proposal constitutes either a major or a minor modification, the proposal shall be treated as a major modification.

SECTION 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 which 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 Drivers 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.

SECTION 10.0 UNION RELEASE TIME

The appointing authority may grant to elected officers or appointed representatives of the Union time off for employee organization representation activities. No more than one employee in a department or Bureau of the Department of Public Works with a total of no more than six employees for all bargaining units (4, 14, 15 & 18) shall be allowed release time under this article.

- 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 City Administrative Officer. 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 departments.
- 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 City Administrative Officer as contained in the City Budget in effect during the period of release time, and the cost of other benefits approved by the Joint Labor Management Benefits Committee that become effective during this period.

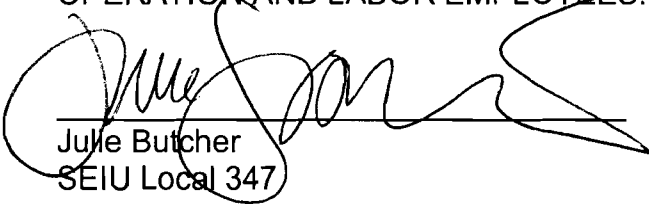
- G. Payment of any overtime worked while on release time shall be the responsibility of the Union.
- H. The City Administrative Officer shall bill the Union and Union shall make payments to the City Administrative Officer of all reimbursable costs identified in Section E above.
- I. An employee on release 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 4 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.

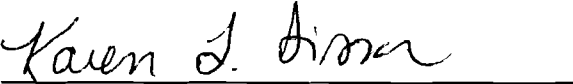
The City Administrative Officer shall maintain a list of employees who have been approved for release time and the approved duration.

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

FOR SEIU LOCAL 347, EQUIPMENT OPERATION AND LABOR EMPLOYEES:

FOR THE CITY:


Julie Butcher
SEIU Local 347


Karen L. Sisson
City Administrative Officer

Department of Airports

Department of Animal Services

Fire Department

Department of General Services

Harbor Department

Library Department

Los Angeles Convention Center

Police Department

Department of Public Works

Department of Recreation and Parks

Department of Transportation

Controller's Office

Personnel Department

El Pueblo de Los Angeles

Approved as to Form:


City Attorney's Office

12/6/2007
Date

APPENDIX A

Operative on July 1, 2007

CLASS CODE	TITLE	SALARY RANGE	ANNUAL RANGE	
4310	Animal Care Technician	1740	36,331-	45,122
4304	Animal Keeper	1972	41,175-	51,156
4143 1	Asphalt Plant Operator I	1921	40,110-	49,820
4143 2	Asphalt Plant Operator II	2181	45,539-	56,585
3142	Assistant Gardener	1702	35,537-	44,161
3150	Assistant Tree Surgeon	1612	33,658-	41,823
5113 1	Boat Captain I	2,464.00 BW		
5113 1H	Boat Captain I - Harbor	2,940.80 BW		
5113 2	Boat Captain II	2,710.40 BW		
5113 2H	Boat Captain II - Harbor	3,235.20 BW		
3588	Bus Operator	2132	44,516-	55,332
3503	Compressor Operator	2,767.20 BW		
5131	Deck Hand	1,866.40 BW		
5131 H	Deck Hand - Harbor	2,228.80 BW		
3521	Drill Rig Operator	2647	55,269-	68,695
4322	Equine Keeper	1838	38,377-	47,669
3525	Equipment Operator	2,768.80 BW		
3525 6	Equipment Operator	2,993.60 BW		
3141	Gardener Caretaker	1702	35,537-	44,161
3584	Heavy Duty Truck Operator	2014 (3)	46,876-	52,242
3584 6	Heavy Duty Truck Operator	2181 (3)	50,759-	56,585
3913	Irrigation Specialist	2065	43,117-	53,557
3523	Light Equipment Operator	1950	40,716-	50,592
3115	Maintenance & Construction Helper	1702	35,537-	44,161
3115 6	Maintenance & Construction Helper	1838	38,377-	47,669
3115 9	Maintenance & Construction Helper	1702	35,537-	44,161
3108	Maintenance Assistant	1612	33,658-	41,823
3112	Maintenance Laborer	1612	33,658-	41,823
3112 6	Maintenance Laborer	1740	36,331-	45,122
3112 8	Maintenance Laborer	1612	33,658-	41,823
3585	Motor Sweeper Operator	2374	49,569-	61,596
3144	Park Management Intern	1911 (3)	44,495-	49,590
3558	Power Shovel Operator	2,793.60 BW		
3580 1	Refuse Collection Truck Operator I	2065 (3)	48,066-	53,557
3580 2	Refuse Collection Truck Operator II	2279 (3)	53,035-	59,132
0703	Relief Animal Care Worker	17.37 HR		
3473	Rigger	2,793.60 BW		
3118	Sandblast Operator	1911	39,901-	49,590
3143	Senior Gardener	1911	39,901-	49,590
2415	Special Program Assistant II	12.06 HR		
2416	Special Program Assistant III	15.02 HR		
4150 1	Street Services Worker I	1796	37,500-	46,604
4150 2	Street Services Worker II	1911	39,901-	49,590
4150 3	Street Services Worker III	2014	42,052-	52,242
3421 1	Traffic Painter & Sign Poster I	1957	40,862-	50,759
3421 2	Traffic Painter & Sign Poster II	2065	43,117-	53,557
3421 3	Traffic Painter & Sign Poster III	2181	45,539-	56,585
3114	Tree Surgeon	2062	43,054-	53,474
3151	Tree Surgeon Assistant	1612	33,658-	41,823

APPENDIX A

Operative on July 1, 2007

<u>CLASS CODE</u>	<u>TITLE</u>	<u>SALARY RANGE</u>	<u>ANNUAL RANGE</u>	
3557	Truck Crane Oiler	2,682.40 BW		
3583	Truck Operator	1911 (3)	44,495-	49,590
3583 6	Truck Operator	2065 (3)	48,066-	53,557
3113 1	Vocational Worker I	983 (4)	24,158-	25,515
3113 2	Vocational Worker II	1090	22,759-	28,292
4110 1	Wastewater Collection Worker I	1891	39,484-	49,026
4110 2	Wastewater Collection Worker II	2181	45,539-	56,585
3912	Water Utility Worker	2065	43,117-	53,557
3912 A	Water Utility Worker - Airport	2181	45,539-	56,585
3912 H	Water Utility Worker - Harbor	2181	45,539-	56,585

APPENDIX B

Operative on January 1, 2008

CLASS CODE	TITLE	SALARY RANGE	ANNUAL RANGE
4310	Animal Care Technician	1775	37,062- 46,020
4304	Animal Keeper	2012	42,010- 52,179
4143 1	Asphalt Plant Operator I	1959	40,903- 50,822
4143 2	Asphalt Plant Operator II	2225	46,458- 57,712
3142	Assistant Gardener	1736	36,247- 45,038
3150	Assistant Tree Surgeon	1644	34,326- 42,658
5113 1	Boat Captain I	2,513.60 BW	
5113 1H	Boat Captain I - Harbor	3,000.00 BW	
5113 2	Boat Captain II	2,764.80 BW	
5113 2H	Boat Captain II - Harbor	3,300.00 BW	
3588	Bus Operator	2176	45,434- 56,439
3503	Compressor Operator	2,822.40 BW	
5131	Deck Hand	1,904.00 BW	
5131 H	Deck Hand - Harbor	2,273.60 BW	
3521	Drill Rig Operator	2701	56,396- 70,073
4322	Equine Keeper	1875	39,150- 48,650
3525	Equipment Operator	2,824.00 BW	
3525 6	Equipment Operator	3,053.60 BW	
3141	Gardener Caretaker	1736	36,247- 45,038
3584	Heavy Duty Truck Operator	2054 (3)	47,815- 53,307
3584 6	Heavy Duty Truck Operator	2225 (3)	51,782- 57,712
3913	Irrigation Specialist	2106	43,973- 54,622
3523	Light Equipment Operator	1989	41,530- 51,615
3115	Maintenance & Construction Helper	1736	36,247- 45,038
3115 6	Maintenance & Construction Helper	1875	39,150- 48,650
3115 9	Maintenance & Construction Helper	1736	36,247- 45,038
3108	Maintenance Assistant	1644	34,326- 42,658
3112	Maintenance Laborer	1644	34,326- 42,658
3112 6	Maintenance Laborer	1775	37,062- 46,020
3112 8	Maintenance Laborer	1644	34,326- 42,658
3585	Motor Sweeper Operator	2422	50,571- 62,849
3144	Park Management Intern	1950 (3)	45,393- 50,592
3558	Power Shovel Operator	2,849.60 BW	
3580 1	Refuse Collection Truck Operator I	2106 (3)	49,005- 54,622
3580 2	Refuse Collection Truck Operator II	2325 (3)	54,121- 60,343
0703	Relief Animal Care Worker	17.72 HR	
3473	Rigger	2,849.60 BW	
3118	Sandblast Operator	1950	40,716- 50,592
3143	Senior Gardener	1950	40,716- 50,592
2415	Special Program Assistant II	12.30 HR	
2416	Special Program Assistant III	15.32 HR	
4150 1	Street Services Worker I	1833	38,273- 47,544
4150 2	Street Services Worker II	1950	40,716- 50,592
4150 3	Street Services Worker III	2054	42,887- 53,307
3421 1	Traffic Painter & Sign Poster I	1997	41,697- 51,803
3421 2	Traffic Painter & Sign Poster II	2106	43,973- 54,622
3421 3	Traffic Painter & Sign Poster III	2225	46,458- 57,712
3114	Tree Surgeon	2102	43,889- 54,539
3151	Tree Surgeon Assistant	1644	34,326- 42,658

APPENDIX B

Operative on January 1, 2008

<u>CLASS CODE</u>	<u>TITLE</u>	<u>SALARY RANGE</u>	<u>ANNUAL RANGE</u>	
3557	Truck Crane Oiler	2,736.00 BW		
3583	Truck Operator	1950 (3)	45,393-	50,592
3583 6	Truck Operator	2106 (3)	49,005-	54,622
3113 1	Vocational Worker I	1003 (4)	24,638-	26,016
3113 2	Vocational Worker II	1113	23,239-	28,877
4110 1	Wastewater Collection Worker I	1929	40,277-	50,070
4110 2	Wastewater Collection Worker II	2225	46,458-	57,712
3912	Water Utility Worker	2106	43,973-	54,622
3912 A	Water Utility Worker - Airport	2225	46,458-	57,712
3912 H	Water Utility Worker - Harbor	2225	46,458-	57,712

APPENDIX C

Operative on July 1, 2008

CLASS CODE	TITLE	SALARY RANGE	ANNUAL RANGE	
4310	Animal Care Technician	1827	38,147-	47,418
4304	Animal Keeper	2072	43,263-	53,766
4143 1	Asphalt Plant Operator I	2018	42,135-	52,346
4143 2	Asphalt Plant Operator II	2292	47,856-	59,445
3142	Assistant Gardener	1789	37,354-	46,395
3150	Assistant Tree Surgeon	1694	35,370-	43,932
5113 1	Boat Captain I	2,588.80 BW		
5113 1H	Boat Captain I - Harbor	3,090.40 BW		
5113 2	Boat Captain II	2,848.00 BW		
5113 2H	Boat Captain II - Harbor	3,399.20 BW		
3588	Bus Operator	2241	46,792-	58,130
3503	Compressor Operator	2,907.20 BW		
5131	Deck Hand	1,960.80 BW		
5131 H	Deck Hand - Harbor	2,341.60 BW		
3521	Drill Rig Operator	2782	58,088-	72,182
4322	Equine Keeper	1931	40,319-	50,112
3525	Equipment Operator	2,908.80 BW		
3525 6	Equipment Operator	3,145.60 BW		
3141	Gardener Caretaker	1789	37,354-	46,395
3584	Heavy Duty Truck Operator	2116 (3)	49,256-	54,914
3584 6	Heavy Duty Truck Operator	2292 (3)	53,348-	59,445
3913	Irrigation Specialist	2168	45,267-	56,251
3523	Light Equipment Operator	2050	42,804-	53,160
3115	Maintenance & Construction Helper	1789	37,354-	46,395
3115 6	Maintenance & Construction Helper	1931	40,319-	50,112
3115 9	Maintenance & Construction Helper	1789	37,354-	46,395
3108	Maintenance Assistant	1694	35,370-	43,932
3112	Maintenance Laborer	1694	35,370-	43,932
3112 6	Maintenance Laborer	1827	38,147-	47,418
3112 8	Maintenance Laborer	1694	35,370-	43,932
3585	Motor Sweeper Operator	2495	52,095-	64,728
3144	Park Management Intern	2009 (3)	46,750-	52,116
3558	Power Shovel Operator	2,935.20 BW		
3580 1	Refuse Collection Truck Operator I	2168 (3)	50,467-	56,251
3580 2	Refuse Collection Truck Operator II	2396 (3)	55,770-	62,160
0703	Relief Animal Care Worker	18.25 HR		
3473	Rigger	2,935.20 BW		
3118	Sandblast Operator	2009	41,947-	52,116
3143	Senior Gardener	2009	41,947-	52,116
2415	Special Program Assistant II	12.67 HR		
2416	Special Program Assistant III	15.78 HR		
4150 1	Street Services Worker I	1888	39,421-	48,964
4150 2	Street Services Worker II	2009	41,947-	52,116
4150 3	Street Services Worker III	2116	44,182-	54,914
3421 1	Traffic Painter & Sign Poster I	2056	42,929-	53,348
3421 2	Traffic Painter & Sign Poster II	2168	45,267-	56,251
3421 3	Traffic Painter & Sign Poster III	2292	47,856-	59,445
3114	Tree Surgeon	2165	45,205-	56,167
3151	Tree Surgeon Assistant	1694	35,370-	43,932

APPENDIX C

Operative on July 1, 2008

<u>CLASS CODE</u>	<u>TITLE</u>	<u>SALARY RANGE</u>	<u>ANNUAL RANGE</u>	
3557	Truck Crane Oiler	2,818.40 BW		
3583	Truck Operator	2009 (3)	46,750-	52,116
3583 6	Truck Operator	2168 (3)	50,467-	56,251
3113 1	Vocational Worker I	1032 (4)	25,369-	26,789
3113 2	Vocational Worker II	1147	23,949-	29,754
4110 1	Wastewater Collection Worker I	1988	41,509-	51,574
4110 2	Wastewater Collection Worker II	2292	47,856-	59,445
3912	Water Utility Worker	2168	45,267-	56,251
3912 A	Water Utility Worker - Airport	2292	47,856-	59,445
3912 H	Water Utility Worker - Harbor	2292	47,856-	59,445

APPENDIX D

Operative on July 1, 2009

CLASS CODE	TITLE	SALARY RANGE	ANNUAL RANGE
4310	Animal Care Technician	1882	39,296- 48,838
4304	Animal Keeper	2134	44,557- 55,374
4143 1	Asphalt Plant Operator I	2079	43,409- 53,912
4143 2	Asphalt Plant Operator II	2359	49,255- 61,220
3142	Assistant Gardener	1843	38,481- 47,836
3150	Assistant Tree Surgeon	1745	36,435- 45,247
5113 1	Boat Captain I	2,666.40 BW	
5113 1H	Boat Captain I - Harbor	3,183.20 BW	
5113 2	Boat Captain II	2,933.60 BW	
5113 2H	Boat Captain II - Harbor	3,500.80 BW	
3588	Bus Operator	2309	48,211- 59,926
3503	Compressor Operator	2,994.40 BW	
5131	Deck Hand	2,020.00 BW	
5131 H	Deck Hand - Harbor	2,412.00 BW	
3521	Drill Rig Operator	2866	59,842- 74,354
4322	Equine Keeper	1989	41,530- 51,615
3525	Equipment Operator	2,996.00 BW	
3525 6	Equipment Operator	3,240.00 BW	
3141	Gardener Caretaker	1843	38,481- 47,836
3584	Heavy Duty Truck Operator	2181 (3)	50,759- 56,585
3584 6	Heavy Duty Truck Operator	2359 (3)	54,914- 61,220
3913	Irrigation Specialist	2233	46,625- 57,942
3523	Light Equipment Operator	2111	44,077- 54,747
3115	Maintenance & Construction Helper	1843	38,481- 47,836
3115 6	Maintenance & Construction Helper	1989	41,530- 51,615
3115 9	Maintenance & Construction Helper	1843	38,481- 47,836
3108	Maintenance Assistant	1745	36,435- 45,247
3112	Maintenance Laborer	1745	36,435- 45,247
3112 6	Maintenance Laborer	1882	39,296- 48,838
3112 8	Maintenance Laborer	1745	36,435- 45,247
3585	Motor Sweeper Operator	2570	53,661- 66,670
3144	Park Management Intern	2069 (3)	48,149- 53,682
3558	Power Shovel Operator	3,023.20 BW	
3580 1	Refuse Collection Truck Operator I	2233 (3)	51,970- 57,942
3580 2	Refuse Collection Truck Operator II	2468 (3)	57,441- 64,018
0703	Relief Animal Care Worker	18.80 HR	
3473	Rigger	3,023.20 BW	
3118	Sandblast Operator	2069	43,200- 53,682
3143	Senior Gardener	2069	43,200- 53,682
2415	Special Program Assistant II	13.05 HR	
2416	Special Program Assistant III	16.25 HR	
4150 1	Street Services Worker I	1944	40,590- 50,425
4150 2	Street Services Worker II	2069	43,200- 53,682
4150 3	Street Services Worker III	2181	45,539- 56,585
3421 1	Traffic Painter & Sign Poster I	2118	44,223- 54,956
3421 2	Traffic Painter & Sign Poster II	2233	46,625- 57,942
3421 3	Traffic Painter & Sign Poster III	2359	49,255- 61,220
3114	Tree Surgeon	2231	46,583- 57,858
3151	Tree Surgeon Assistant	1745	36,435- 45,247

APPENDIX D

Operative on July 1, 2009

<u>CLASS CODE</u>	<u>TITLE</u>	<u>SALARY RANGE</u>	<u>ANNUAL RANGE</u>	
3557	Truck Crane Oiler	2,903.20 BW		
3583	Truck Operator	2069 (3)	48,149-	53,682
3583 6	Truck Operator	2233 (3)	51,970-	57,942
3113 1	Vocational Worker I	1063 (4)	26,121-	27,582
3113 2	Vocational Worker II	1181	24,659-	30,652
4110 1	Wastewater Collection Worker I	2048	42,762-	53,119
4110 2	Wastewater Collection Worker II	2359	49,255-	61,220
3912	Water Utility Worker	2233	46,625-	57,942
3912 A	Water Utility Worker - Airport	2359	49,255-	61,220
3912 H	Water Utility Worker - Harbor	2359	49,255-	61,220

APPENDIX E

Operative on July 1, 2010

CLASS CODE	TITLE	SALARY RANGE	ANNUAL RANGE	
4310	Animal Care Technician	1926	40,214-	49,945
4304	Animal Keeper	2183	45,581-	56,647
4143 1	Asphalt Plant Operator I	2126	44,390-	55,165
4143 2	Asphalt Plant Operator II	2413	50,383-	62,598
3142	Assistant Gardener	1886	39,379-	48,922
3150	Assistant Tree Surgeon	1784	37,249-	46,270
5113 1	Boat Captain I	2,726.40 BW		
5113 1H	Boat Captain I - Harbor	3,255.20 BW		
5113 2	Boat Captain II	3,000.00 BW		
5113 2H	Boat Captain II - Harbor	3,579.20 BW		
3588	Bus Operator	2362	49,318-	61,283
3503	Compressor Operator	3,061.60 BW		
5131	Deck Hand	2,065.60 BW		
5131 H	Deck Hand - Harbor	2,466.40 BW		
3521	Drill Rig Operator	2931	61,199-	76,024
4322	Equine Keeper	2036	42,511-	52,847
3525	Equipment Operator	3,063.20 BW		
3525 6	Equipment Operator	3,312.80 BW		
3141	Gardener Caretaker	1886	39,379-	48,922
3584	Heavy Duty Truck Operator	2231 (3)	51,908-	57,858
3584 6	Heavy Duty Truck Operator	2413 (3)	56,167-	62,598
3913	Irrigation Specialist	2284	47,689-	59,237
3523	Light Equipment Operator	2158	45,059-	55,979
3115	Maintenance & Construction Helper	1886	39,379-	48,922
3115 6	Maintenance & Construction Helper	2036	42,511-	52,847
3115 9	Maintenance & Construction Helper	1886	39,379-	48,922
3108	Maintenance Assistant	1784	37,249-	46,270
3112	Maintenance Laborer	1784	37,249-	46,270
3112 6	Maintenance Laborer	1926	40,214-	49,945
3112 8	Maintenance Laborer	1784	37,249-	46,270
3585	Motor Sweeper Operator	2628	54,872-	68,173
3144	Park Management Intern	2116 (3)	49,256-	54,914
3558	Power Shovel Operator	3,091.20 BW		
3580 1	Refuse Collection Truck Operator I	2284 (3)	53,140-	59,237
3580 2	Refuse Collection Truck Operator II	2523 (3)	58,735-	65,480
0703	Relief Animal Care Worker	19.22 HR		
3473	Rigger	3,091.20 BW		
3118	Sandblast Operator	2116	44,182-	54,914
3143	Senior Gardener	2116	44,182-	54,914
2415	Special Program Assistant II	13.34 HR		
2416	Special Program Assistant III	16.62 HR		
4150 1	Street Services Worker I	1987	41,488-	51,553
4150 2	Street Services Worker II	2116	44,182-	54,914
4150 3	Street Services Worker III	2231	46,583-	57,858
3421 1	Traffic Painter & Sign Poster I	2166	45,226-	56,209
3421 2	Traffic Painter & Sign Poster II	2284	47,689-	59,237
3421 3	Traffic Painter & Sign Poster III	2413	50,383-	62,598
3114	Tree Surgeon	2280	47,606-	59,153
3151	Tree Surgeon Assistant	1784	37,249-	46,270

APPENDIX E

Operative on July 1, 2010

<u>CLASS CODE</u>	<u>TITLE</u>	<u>SALARY RANGE</u>	<u>ANNUAL RANGE</u>	
3557	Truck Crane Oiler	2,968.80 BW		
3583	Truck Operator	2116 (3)	49,256-	54,914
3583 6	Truck Operator	2284 (3)	53,140-	59,237
3113 1	Vocational Worker I	1087 (4)	26,726-	28,209
3113 2	Vocational Worker II	1209	25,243-	31,341
4110 1	Wastewater Collection Worker I	2094	43,722-	54,309
4110 2	Wastewater Collection Worker II	2413	50,383-	62,598
3912	Water Utility Worker	2284	47,689-	59,237
3912 A	Water Utility Worker - Airport	2413	50,383-	62,598
3912 H	Water Utility Worker - Harbor	2413	50,383-	62,598

APPENDIX F

Operative on July 1, 2011

CLASS CODE	TITLE	SALARY RANGE	ANNUAL RANGE	
4310	Animal Care Technician	1969	41,112-	51,072
4304	Animal Keeper	2233	46,625-	57,942
4143 1	Asphalt Plant Operator I	2174	45,393-	56,397
4143 2	Asphalt Plant Operator II	2467	51,510-	63,997
3142	Assistant Gardener	1929	40,277-	50,070
3150	Assistant Tree Surgeon	1824	38,085-	47,314
5113 1	Boat Captain I	2,788.00 BW		
5113 1H	Boat Captain I - Harbor	3,328.80 BW		
5113 2	Boat Captain II	3,067.20 BW		
5113 2H	Boat Captain II - Harbor	3,660.00 BW		
3588	Bus Operator	2416	50,446-	62,682
3503	Compressor Operator	3,130.40 BW		
5131	Deck Hand	2,112.00 BW		
5131 H	Deck Hand - Harbor	2,521.60 BW		
3521	Drill Rig Operator	2997	62,577-	77,736
4322	Equine Keeper	2083	43,493-	54,037
3525	Equipment Operator	3,132.00 BW		
3525 6	Equipment Operator	3,387.20 BW		
3141	Gardener Caretaker	1929	40,277-	50,070
3584	Heavy Duty Truck Operator	2280 (3)	53,056-	59,153
3584 6	Heavy Duty Truck Operator	2467 (3)	57,420-	63,997
3913	Irrigation Specialist	2336	48,775-	60,573
3523	Light Equipment Operator	2206	46,061-	57,232
3115	Maintenance & Construction Helper	1929	40,277-	50,070
3115 6	Maintenance & Construction Helper	2083	43,493-	54,037
3115 9	Maintenance & Construction Helper	1929	40,277-	50,070
3108	Maintenance Assistant	1824	38,085-	47,314
3112	Maintenance Laborer	1824	38,085-	47,314
3112 6	Maintenance Laborer	1969	41,112-	51,072
3112 8	Maintenance Laborer	1824	38,085-	47,314
3585	Motor Sweeper Operator	2687	56,104-	69,697
3144	Park Management Intern	2165 (3)	50,383-	56,167
3558	Power Shovel Operator	3,160.80 BW		
3580 1	Refuse Collection Truck Operator I	2336 (3)	54,351-	60,573
3580 2	Refuse Collection Truck Operator II	2582 (3)	60,093-	66,962
0703	Relief Animal Care Worker	19.65 HR		
3473	Rigger	3,160.80 BW		
3118	Sandblast Operator	2165	45,205-	56,167
3143	Senior Gardener	2165	45,205-	56,167
2415	Special Program Assistant II	13.64 HR		
2416	Special Program Assistant III	16.99 HR		
4150 1	Street Services Worker I	2033	42,449-	52,722
4150 2	Street Services Worker II	2165	45,205-	56,167
4150 3	Street Services Worker III	2280	47,606-	59,153
3421 1	Traffic Painter & Sign Poster I	2216	46,270-	57,483
3421 2	Traffic Painter & Sign Poster II	2336	48,775-	60,573
3421 3	Traffic Painter & Sign Poster III	2467	51,510-	63,997
3114	Tree Surgeon	2332	48,692-	60,489
3151	Tree Surgeon Assistant	1824	38,085-	47,314

APPENDIX F

Operative on July 1, 2011

<u>CLASS CODE</u>	<u>TITLE</u>	<u>SALARY RANGE</u>	<u>ANNUAL RANGE</u>	
3557	Truck Crane Oiler	3,035.20 BW		
3583	Truck Operator	2165 (3)	50,383-	56,167
3583 6	Truck Operator	2336 (3)	54,351-	60,573
3113 1	Vocational Worker I	1112 (4)	27,311-	28,835
3113 2	Vocational Worker II	1235	25,786-	32,051
4110 1	Wastewater Collection Worker I	2142	44,724-	55,562
4110 2	Wastewater Collection Worker II	2467	51,510-	63,997
3912	Water Utility Worker	2336	48,775-	60,573
3912 A	Water Utility Worker - Airport	2467	51,510-	63,997
3912 H	Water Utility Worker - Harbor	2467	51,510-	63,997

MOU 4
NOTES TO SALARY APPENDICES

- a-1 One employee in the class of Animal Care Technician, Code 4310, per shelter, per shift, when assigned to assist in the performance of euthanasia by injection, shall receive the second premium level rate (5.5%) above the appropriate step rate of the salary range for the class for each day so assigned.
- a-2 Whenever an employee is regularly assigned to duties consisting of spraying or otherwise applying pesticides, such employee shall be compensated at the second premium level above the appropriate step rate in the range for the class. In addition, employees assigned the above duties on a daily basis for more than 50% of a work shift shall be compensated at the second premium level above the appropriate step rate in the range for the class.
- 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 the third premium level above the appropriate step rate of the salary range prescribed for the class.

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 class 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 or 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 class 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 50% of any work day shall receive compensation at

the second premium level above the appropriate step rate of the salary range prescribed for the class for each day so assigned.

- a-6 Employees in the class of Equipment Operator, Code 3525, who are assigned to clear fire breaks in local hillsides or mountain areas more than 50% of any work day shall receive compensation 5.5% above the biweekly rate prescribed for the class for each day so assigned.

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

- a-7 Employees in the class 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; or when so assigned and designated for more than 50% of the work shift on a daily basis, shall be compensated at the second premium level above the appropriate step rate of the salary range prescribed for the class.
- 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 50% of the work shift, to train, mentor, lead, or otherwise orient Vocational Workers, shall be compensated at the second premium level above the appropriate step rate of the salary range prescribed for the class.
- a-9 Employees in the class of Motor Sweeper Operator, Code 3585, shall receive, in addition to all other regular and premium compensation, two premium levels above the appropriate step rate of the salary range for the class for each hour spent in the performance of service or maintenance on the motor sweeper.
- 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 premium level above the appropriate step rate of the salary range for the class for each day so assigned and one premium level above the appropriate step rate of the salary range for the class for each hour spent in the performance of service or maintenance on the motor sweeper.
- 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 premium level above the appropriate step rate of the salary range for the class.
- 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 class 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 Section 4.75 of the Los Angeles Administrative Code, to duties consisting of loading, unloading, handling or collecting trash and refuse, such employee shall receive compensation at the third premium level above the appropriate step rate for the class.

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 class 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 the appropriate step of the second premium level above the salary range prescribed for the class.

Employees in the class 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 the appropriate step of the fourth premium level above the salary range prescribed for the class.

The maximum compensation for Tree Surgeons covered by the provisions of this note shall be the fourth premium level of the salary prescribed for the class.

- a-15 Employees of Los Angeles World Airport or the Department of Public Works' Bureau of Sanitation who are assigned to fuel LNG vehicles more than 50% of a work day, shall receive a one premium level bonus for each day so assigned.

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.

- 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 75 (\$.75) cents per hour for each full hour or portion thereof of such operation.
- b-3 The salaries shown for Senior Boat Operator, Code 5113-H, 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 class of Rigger, Code 3473, is required to perform the duties listed below during more than 50% of a work shift, such employee shall receive compensation for the work shift at the second premium level above the appropriate step rate of the salary range for the class.
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 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 for each full hour worked prior to his/her regular starting time and/or after his/her regular quitting time; provided, however, that such overtime rate shall not include shift differential premium pay for night work unless the employee is regularly assigned, as defined in Section 4.75 of the Los Angeles Administrative Code, to receive this premium.
- b-6 Whenever an employee in the class of Deck Hand, Code 5131, or Deck Hand, Code 5131-H, is assigned to operate a boat more than 50% of a work shift, such employee shall receive additional compensation for the work shift at the first premium level above the flat rate of pay for the class for each day so assigned.

The following notes shall apply to employees in the Department of Airports only:

- c-1 Three (3) employees in the class of Maintenance and Construction Helper, Code 3115, in the Department of Airports, when regularly assigned, as defined in Section 4.75 of the Los Angeles Administrative Code, to the "Painting, Caulking and Exterior Wall washing Crew" shall be compensated at the first premium level above the appropriate step rate in the salary range for the class.
- c-2 An employee in the class of Bus Operator, Code 3588, when regularly assigned to instruct other employees in bus driving at the Airport, shall receive additional compensation at the second premium level above the appropriate step rate of the salary range for the class.

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

- d-1 Whenever an employees 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 50% of a work shift, such employee shall be compensated at the appropriate step rate of the first premium level above the salary range prescribed for the class. This note shall not apply to any employee being compensated under the provision of Article 5.8, subsection 3 or any Truck Operator receiving compensation under the provisions of Alternative Paygrade (6) of Section 4.61 of the Los Angeles Administrative Code.
- 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 \$16.00 biweekly while so assigned.
- 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 the appropriate step of the second premium level above the salary range prescribed for their class. This bonus may be paid on a daily basis.
- 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 50% of a work day shall receive, for each day so assigned, a one premium level bonus.

The following notes shall apply to employees in the Los Angeles Zoo only:

- e-4 Employees in the class 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 premium levels above the appropriate step rate of the salary range for the class.

The following notes shall apply to employees in the Department of Public Works only:

- f-1 Employees in the classes of Gardener Caretaker and Senior Gardener who are regularly assigned to maintenance activities in an active or inactive landfill shall receive compensation at the third premium level above the appropriate step rate for their class while so assigned.
- 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 \$16.00 biweekly while so assigned.
- f-3 Whenever an employee in the class 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.
- 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.
- 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 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 Article 5.10, for each shift so assigned.
- f-6 Employees in the Bureau of Street Services, who are regularly assigned, as defined in Section 4.75 of the LAAC, 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 the second premium level rate (5.5%) above the appropriate step rate of the salary range prescribed for the respective classes.

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 class 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 10 percent above the appropriate step rate of the salary range prescribed for the class.
- f-8 Notwithstanding the provisions of Section 4.75 of the Los Angeles Administrative Code, 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, the second premium level above the appropriate step rate of the salary range of the class for each hour so assigned.
- f-9 Notwithstanding the provisions of Section 4.75 of the Los Angeles Administrative Code, 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.
- f-10 Notwithstanding the provisions of Section 4.75 of the Los Angeles Administrative Code, 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.

The provisions of Note J of Section 4.61 of the Los Angeles Administrative Code shall not apply to employees covered by this note.

- f-11 Employees in the Bureau of Street Services, when regularly assigned, as defined in Section 4.75 of the Los Angeles Administrative Code, 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.

- 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 the second premium level above the appropriate step of the salary range prescribed for their classes.
- 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 premium levels above the appropriate step rate of the salary range for the class.
- 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 premium levels above the appropriate step rate of the salary range for the class for each hour so assigned.

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 50% of a work shift on any one day, shall receive compensation at the second premium level above the appropriate step of the salary range prescribed for the class.
- f-16 Non-supervisory employees assigned to the Bureau of Sanitation, who are assigned, at the request of the Human Resources Development Division, to formulate training material, gather technical data and/or conduct formal group training sessions shall receive compensation at the second premium level above the appropriate step of the salary range prescribed for the class for each day so assigned.

This note shall not apply to employees in supervisory classes, as designated by the Employee Relations Board, 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 (BoSS) who are required to operate the brush chipper or act as the groundman and are required to be in close proximity to the brush chipper more than 50% of a work day shall receive, for each day so assigned, a one premium level bonus.
- f-18 Maintenance Laborers in the BoSS doing identical work as Tree Surgeons and

Tree Surgeon Assistants using hand equipment such as chainsaws or other gas powered hand equipment more than 50% of a work day shall receive, for each day so assigned, a one premium level bonus.

- f-19 Employees assigned to Street Tree Division doing Special Projects/Construction in the BoSS, and who are required to operate a bobcat or trencher more than 50% of a work day shall receive, for each day so assigned, a one premium level bonus.
- 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 the appropriate step of the first premium level above the salary range prescribed for the class.
- f-21 Eight Refuse Collection Truck Operators regularly assigned to the Recycling Ambassador Program shall receive compensation at the second premium level above the appropriate step rate of the salary range prescribed for the class while so assigned.

The following notes shall apply to employees within the Department of General Services only:

- g-1 When an employee in the class 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 \$16.00 biweekly while so assigned.
- g-2 One employee in the class of Maintenance and Construction Helper, Code 3115, when regularly assigned to furniture stripping shall receive compensation at the second premium level above the appropriate step rate of the salary range prescribed for the class while so assigned.
- g-3 One employee in the class of Heavy Duty Truck Operator, Code 3584, when regularly assigned to tow refuse collection vehicles shall receive compensation at the second premium level above the appropriate step rate of the salary range prescribed for the class.
- g-4 Employees in the class 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 the second premium level above the appropriate step rate of the salary range for the class for each day so assigned.

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 Bourq 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 Worker	Airport, Street Services	Airfield Cleaning(daily), Asphalt Crew, 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 floor polisher
3173	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	Airport	Airfield painting
3503	Compressor Operator	Street Services	Resurfacing crews
3523	Light Equipment Operator	Rec. & Parks	When operating a Toro 580D mower
3525	Equipment Operator	Airport, Street Services	Recycling & Asphalt Crew at Airport; resurfacing crews at Street Svs.
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

Class Code	Title	Department(s)	Assignment(s)
3584	Heavy Duty Truck Operator	Airport, Street Services	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
173	ACEVEDO	RUBIN	M & C HELPER
155	AGUAYO	MARTIN	EQUIP OPERATOR
214	AGUILAR	ANDY	EQUIP OPERATOR
155	ALMEIDA	HUMBERTO	EQUIP OPERATOR
176	ALVARADO	ANTHONY R	ST MW I
176	ALVARADO	EUGENIO	ST MW I
124	ANDERSON	WADE	TRUCK OPERATOR
155	ANDERSON	JACQUELINE A	ST MW I
108	ANGUIANO	JOSE L	TRUCK OPERATOR
165	ARANDIA	JOSE E	M & C HELPER
279	ARENAS	EULALIO B	EQUIP OPERATOR
182	ARROYO	MARIO A	HVY DUTY TRUCK OPER
252	ATKIN	FLOYD W	EQUIP OPERATOR
165	AUTREY	BENJAMIN L	EQUIP OPERATOR
282	AVALOS	ALEJANDRO P	HVY DUTY TRUCK OPER
273	BARAJAS	ALFRED	HVY DUTY TRUCK OPER
152	BARBARENA	JORGE	ST MW II
165	BARBOZA	RICHARD	M & C HELPER
182	BARCENAS	FRANCISCO	HVY DUTY TRUCK OPER
128	BARRAGAN	MOSES B	HVY DUTY TRUCK OPER
255	BARRAGAN	NICOLAS	ST MW II
273	BASULTO	GABRIEL	TRUCK OPERATOR
273	BENNETT	ROBERT	ST MW I
214	BILODEAU	STEVE	EQUIP OPERATOR
282	BLAISDELL	ERNEST J	HVY DUTY TRUCK OPER
172	BROWN	DEDRICK L	HVY DUTY TRUCK OPER
182	BRUNSON	LAWRENCE	HVY DUTY TRUCK OPER
182	BURBRIDGE	WILLIAM R	EQUIP OPERATOR
275	BURKE	ROGELIO B	ST MW I
265	CARPENTER	VERNON S	TRUCK OPERATOR
182	CARREON	CARLOS A	HVY DUTY TRUCK OPER
152	CARTER	MELVIN E	MAINT LABORER
252	CASILLAS	DAMASO	ST MW I
261	CASTRO	BERNARDO	M & C HELPER
255	CEJA	PAUL	TRUCK OPERATOR
156	CERVANTES	FRANK C	EQUIP OPERATOR
282	CHRISTENSE	DAVID L	HVY DUTY TRUCK OPER
172	CLARK	DONALD D	EQUIP OPERATOR
262	CLARK	RONALD K	M & C HELPER
256	CLOYD	ROBERT L	EQUIP OPERATOR
273	CLOYD	GARLAND	EQUIP OPERATOR
282	COLEMAN	EARL R	HVY DUTY TRUCK OPER
222	COMBS	RONALD	EQUIP OPERATOR
255	CORTI	MARK A	EQUIP OPERATOR
255	COSIO	EDWARD	ST MW I
256	DANIELS	ALI	ST MW II
125	DAVIDSON	ROY	ST MW I
252	DAVIS	JON	ST MW II
173	DE HARO	ADOLFO	ST MW I
182	DE LEON	PEDRO	HVY DUTY TRUCK OPER
255	DIAZ	ERNEST	ST MW II
252	DREW	MARK D	M & C HELPER
279	DREW	TITUS	ST MW II
262	DUFT	JOHN A	M & C HELPER
172	DUKES	KIRK	ST MW I

CREW	LAST NAME	FIRST NAME	TITLE
255	DURAN	MARIO	ST MW I
279	DURANSLET	TAD P	TRUCK OPERATOR
261	EDWARDS	JIM	EQUIP OPERATOR
273	ESPINOZA	FRANK J	ST MW I
273	ESPINOZA	RICHARD	ST MW II
173	FAGAN	JOHN	EQUIP OPERATOR
5	FAJARDO	ANTHONY	HVY DUTY TRUCK OPER
128	FAIRCLOTH	CECIL E	M & C HELPER
169	FARRAR	MERLE	TRUCK CRANE OILER
165	FLEMING	RONALD T	M & C HELPER
196	FLORES	STEVE	HVY DUTY TRUCK OPER
159	FOWLER	PAUL G	EQUIP OPERATOR
154	FRANCIS	DAVID M	EQUIP OPERATOR
152	FRANZIER	KEVIN D	ST MW II
282	FRYER	DENNIS L	HVY DUTY TRUCK OPER
176	GALINDO	GILBERT A	ST MW I
282	GALYON	JOHN A	EQUIP OPERATOR
156	GAMBOA	FRANK S	ST MW I
182	GAMEZ	ROBERTO D	HVY DUTY TRUCK OPER
182	GARCIA	ALEX	HVY DUTY TRUCK OPER
8	GARCIA	ERNEST	EQUIP OPERATOR
255	GARCIA	RAUL	EQUIP OPERATOR
165	GARRIS	RICARDO L	M & C HELPER
154	GAYTAN	RICHARD D	ST MW I
156	GEROLD	PETER	EQUIP OPERATOR
279	GHASSEMPO	ADEL	ST MW I
165	GIBSON	ERNEST L	TRUCK OPERATOR
152	GILBERT	PATRICK A	EQUIP OPERATOR
254	GIPSON	BRIAN L	TRUCK OPERATOR
128	GODINEZ	JORGE	HVY DUTY TRUCK OPER
182	GOMEZ	GUSTAVO	EQUIP OPERATOR
281	GOMEZ	LUIS A	ST MW I
128	GONZALEZ	RAUL	HVY DUTY TRUCK OPER
259	GORDON	RICHARD M	EQUIP OPERATOR
154	GRAY	ALFRED E	EQUIP OPERATOR
282	GUIDERA	WILLIAM A	EQUIP OPERATOR
160	GUNN	PAUL	COMP OPERATOR
165	GURROLA	JORGE L	M & C HELPER
182	GUTSCHE	WALTER J	HVY DUTY TRUCK OPER
154	GUZMAN	JOEL	TRUCK OPERATOR
282	GUZMAN	MOSES	HVY DUTY TRUCK OPER
165	GYIMESI	BELA A	M & C HELPER
169	GYSIN	LOUIS C	POWER SHOVEL OPER
264	HAGEBECK	RICHARD L	EQUIP OPERATOR
182	HAMMOND	CORNELIUS J	HVY DUTY TRUCK OPER
252	HARVEY	DOUGLAS E	TRUCK OPERATOR
282	HAWKINS	JAMES A	HVY DUTY TRUCK OPER
282	HEALY	MICHAEL J	HVY DUTY TRUCK OPER
2	HENDERSON	ONTOINE	EQUIP OPERATOR
152	HERNANDEZ	JAVIER	ST MW I
160	HERNANDEZ	RAUL C	EQUIP OPERATOR
124	HERNDON	JOAQUIN M	ST MW I
152	HERRON	JOHN M	TRUCK OPERATOR
152	HINTON	WENDELL	ST MW I
259	HOLLEY	PHILLIP	EQUIP OPERATOR

CREW	LAST NAME	FIRST NAME	TITLE
259	HOSKINS	JERRY E	EQUIP OPERATOR
173	INGRAM	DURL P	ST MW I
165	INSOLO	JAMES E	EQUIP OPERATOR
262	JACKSON	DONALD N	EQUIP OPERATOR
173	JIMENEZ	CARLOS H	ST MW I
159	JOHNSON	MARK E	EQUIP OPERATOR
254	JOHNSON	MICHAEL C	EQUIP OPERTOR
254	JOHNSON	MICHAEL R	ST MW I
182	JONES	LENNIS D	HVY DUTY TRUCK OPER
196	JONES	THOMAS L	EQUIP OPERATOR
279	JUAREZ	ROBERT L	ST MW I
281	JULIAN	BOB	EQUIP OPERATOR
172	KENNEDY	WILLMON L	EQUIP OPERATOR
259	KOK	THOMAS T	ST MW I
108	KOLB	JOHN C	TRUCK OPERATOR
273	KRANEN	HENRY J	TRUCK OPERATOR
273	KRYTZER	CARY J	MAINT LABORER
282	LARSON	JOHN L	HBY DUTY TRUCK OPER
252	LECOUR	ABRAHAM	ST MW II
125	LEONARD	ANTHONY J	TRUCK OPERATOR
173	LIZZARAGA	JOHNNY K	TRUCK OPERATOR
155	LOPEZ	JOSE	MAINT LABORER
173	LOPEZ	NICHOLAS	ST MW I
172	LOWE	TROY	ST MW II
254	LOZANO	REYNALDO	EQUIP OPERATOR
182	LUNA	LOUIS M	HVY DUTY TRUCK OPER
254	LUNDIN	CHRIS	EQUIP OPERATOR
265	MACK	WILLIAM J	EQUIP OPERATOR
162	MACKLIN	CLIFFORD A	TRUCK OPERATOR
155	MADUENO	LAWRENCE R	EQUIP OPERATOR
155	MANCINI	HENRY V	ST MW I
107	MARISCAL	DAN	TRUCK OPERATOR
275	MARKHAM	LEE	ST MW I
165	MARTINEZ	ALBERT Z	TRUCK OPERATOR
181	MARTINEZ	JOSE M	ST MW I
182	MARTINEZ	WILFREDO	HVY DUTY TRUCK OPER
208	MATA	DAVID	TRUCK OPERATOR
108	MATA	RAYMOND A	TRUCK OPERATOR
265	MATZKIN	LLOYD H	TRUCK OPERATOR
159	MAXWELL	ORLANDO S	EQUIP OPERATOR
182	MC DANIELS	FRED	HVY DUTY TRUCK OPER
173	MC ELFRESH	DALE	HVY DUTY TRUCK OPER
160	MCGOVERN	DANIEL R	EQUIP OPERATOR
261	MCGROARTY	WILLIAM J	TRUCK OPERATOR
282	MERTHIE	WILLIE L	HVY DUTY TRUCK OPER
108	MIA	IBRAHIM	TRUCK OPERATOR
176	MILLER	KENNETH L	EQUIP OPERATOR
226	MOLINA	CARLOS J	EQUIP OPERATOR
172	MOORE	RONALD L	ST MW I
261	MOORE	MELVIN	MAINT LABORER
182	MOOTZ	MICHAEL F	HVY DUTY TRUCK OPER
281	MORALES	DANIEL	ST MW I
152	MUNOZ	MANUEL J	ST MW II
255	MURILLO	MARTIN	MAINT LABORER
162	MURRAY	KENNTN J	EQUIP OPERATOR

CREW	LAST NAME	FIRST NAME	TITLE
282	NAGLE	JOHN H	HVY DUTY TRUCK OPER
226	NAVARRO	RICHARD D	TRUCK OPERATOR
125	NEAL	WILFORD N	M & C HELPER
259	NUNEZ	HECTOR C	HVY DUTY TRUCK OPER
176	ORTIZ	JORGE A	HVY DUTY TRUCK OPER
220	OSOLLO	L	EQUIP OPERATOR
128	PANTALEON	JAMES L	M & C HELPER
152	PATTERSON	GEOFFREY M	M & C HELPER
152	PATTON	ANDRE R	EQUIP OPERATOR
273	PEDROZA	GILBERT	ST MW I
6	PEREZ	ANDREW	EQUIP OPERATOR
173	PEREZ	LEANDRO	MAINT LABORER
265	PEREZ	JAVIER F	TRUCK OPERATOR
265	PEREZ	MANUEL	TRUCK OPERATOR
254	PETERSON	ROBERT E	POWER SHOVEL OPER
102	PHIFER	DAVID	TRUCK OPERATOR
196	PRADO	ANGEL	M & C HELPER
152	PURCELL	JOHN K	M & C HELPER
255	RAMIREZ	DANIEL M	ST MW I
265	REEVES	RAYMOND	MAINT LABORER
279	RESCHKE	NICHOLAS C	EQUIP OPERATOR
155	REYES	JUAN L	ST MW I
265	REYNOSA	CHARLES	M & C HELPER
5	REYNOSO	RAYMOND	HVY DUTY TRUCK OPER
125	RIGGEN	WILLIAM S	EQUIP OPERATOR
256	RIVAS	CESAR A	ST MW I
264	ROBERTS	CHRISTOPH F	COMPRESSOR OPER
269	ROBINSON	CHARLES R	TRUCK CRANE OILER
176	ROMAN	JOHN G	TRUCK OPERATOR
282	ROSART	KENNETH	HVY DUTY TRUCK OPER
182	SANCHEZ	LUIS E	HVY DUTY TRUCK OPER
124	SANDERS	JAMES	HVY DUTY TRUCK OPER
155	SANDOVAL	ERNESTO	MAINT LABORER
273	SANTIAGO	ANDREW	EQUIP OPERATOR
232	SAVAGE	JOHN	HVY DUTY TRUCK OPER
172	SERNA	JESUS	ST MW I
279	SHANNON	DENNIS	ST MW II
165	SHAW	ODELL	M & C HELPER
155	SHELTON	TIMMY E	ST MW II
101	SHEPHERD	RONALD	HVY DUTY TRUCK OPER
159	SHILTS	JIM A	EQUIP OPERATOR
159	SIMPSON	REGINALD J	ST MW I
282	SIMS	REGINALD	HVY DUTY TRUCK OPER
108	SMITH	STERLYN L	ST MW I
196	SOMADHI	DEVINDRA	HVY DUTY TRUCK OPER
282	SMITH	RODNEY B	HVY DUTY TRUCK OPER
255	STACHELA	JAMES E	EQUIP OPERATOR
124	STOVER	ALBERT C	MAINT LABORER
176	SUQUETT	NICHOLAS G	ST MW I
155	TAMSHIRO	MICHAEL H	TRUCK OPERATOR
181	TAYLOR	JOHNNIE B	EQUIP OPERATOR
273	TEASE	SCOTT A	ST MW I
159	TELLES	DAVID M	EQUIP OPERATOR
250	TELLES	PATRICK	MAINT LABORER
110	TERRELL	PAUL	HVY DUTY TRUCK OPER

CREW	LAST NAME	FIRST NAME	TITLE
252	THOMAS	KENNETH W	ST MW I
256	THOMAS	GEORGE E	EQUIP OPERATOR
152	THOMPSON	STANLEY H	ST MW I
134	TILLERY	CALVIN	EQUIP OPERATOR
262	TOROSIAN	JOHN A	TRUCK OPERATOR
124	TORRES	JOSE E	EQUIP OPERATOR
173	TORRES	JESUS G	ST MW II
182	TORRES	SHERMAN R	HVY DUTY TRUCK OPER
282	TRUJILLO	EDWARD T	HVY DUTY TRUCK OPER
254	UPTON	MIKE H	EQUIP OPERATOR
273	URENA	ERNIE	ST MW I
132	VALDEZ	RAUL	HVY DUTY TRUCK OPER
259	VARGAS	ANDREW J	TRUCK OPERATOR
265	VILLANUEVA	RICARDO R	TRUCK OPERATOR
224	VINCENT	TOBIAS	TRUCK OPERATOR
155	VIRAMONTES	LOUIS P	M & C HELPER
131	WALKER	JAMES	TRUCK OPERATOR
255	WALT	CHARLES B	ST MW II
182	WALTON	LAWRENCE G	HVY DUTY TRUCK OPER
156	WARD	JOHN H	ST MW I
265	WEBB	CARLO T	M & C HELPER
282	WELSHANS	RICHARD L	HVY DUTY TRUCK OPER
128	WHITE	RICHARD E	EQUIP OPERATOR
154	WHITE	LARRY F	EQUIP OPERATOR
265	WILLERFORD	DAVID J	EQUIP OPERATOR
231	WILLIAMS	ALEX	HVY DUTY TRUCK OPER
165	WILLIAMS	BENNIE G	M & C HELPER
282	WILLIAMS	EDDIE	HVY DUTY TRUCK OPER
110	WILLIAMS	KELLY	EQUIP OPERATOR
125	WILLIS	GEORGE	MAINT LABORER
108	WIMBISH	MARVIN D	EQUIP OPERATOR
279	WINDSOR	JAMES D	TRUCK OPERATOR
173	WISE	MICHAEL	EQUIP OPERATOR
182	WOODARD	CARVELLIA L	HVY DUTY TRUCK OPER
182	WOODSON	ALBERT L	ST MW I
108	WORKS	JAMES	MAINT LABORER
255	WRAY	GORDON C	M & C HELPER
127	YANEZ	RAUL	EQUIP OPERATOR
108	YOUNG	DINO	TRUCK OPERATOR
252	ZINNER	ROBERT J	EQUIP OPERATOR
259	ZOVAK	ANTHONY S	EQUIP OPERATOR
262	ZOVAK	DOUGLAS A	EQUIP OPERATOR

GAINS SHARING JLMC

As part of the Mutual Gains process used to negotiate this agreement, the Coalition of City Unions and the City of Los Angeles agree that during the course of this contract, members of the Coalition will generate \$25 million in annual, ongoing, and verifiable savings or new operational revenue. Those savings generated by and vetted through the Gains Sharing Committee shall count towards the \$25 million target. One-time savings will be credited to the Gains Sharing JLMC. Savings towards the gains sharing goal for workers' compensation and health care costs will be credited for cost reductions below the trend line included in the CAO's First Financial Status Report (dated August 9, 2007, CF# 07-0600-S43).

The City and Coalition agree to create a Joint Labor-Management Committee on Gain Sharing. This Committee will meet regularly to consider, and as appropriate recommend to the City Council, (1) ideas and implementation strategies for improving City services, (2) new operational revenue, or (3) cost savings opportunities. The committee will jointly develop operating principles, objectives, benchmarks, and measures of effectiveness.

Parties agree that the \$25 million will serve as the basis for the flex dollars to be apportioned on 1/1/2012 as part of the general economic framework in Coalition MOUs.

Any funds generated through Gain Sharing in excess of \$25 million will be allocated as determined by the JLMC on Gain Sharing Committee, subject to approval by the City Council.

The Gains Sharing Committee will report semi-annually to the EERC on progress made on all cost savings. The table below provides goals for total annual, ongoing savings.

Savings Category	FISCAL YEAR				
	2007-08	2008-09	2009-10	2010-11	2011-12
One-Time	TBD				
Annual, Ongoing (in million)	\$0.25	\$6	\$12	\$18	\$25
Total Annual	TBD				
To Date	TBD				

FLEX CASH FLAT RATING

Flex cash to members beginning Year 5, with success of Gain Sharing

	Members	Flex Monthly	Flex Annual	Cost to City
Full Time	16,974	\$ 115.00	\$ 1,380	\$ 23,424,120
Part Time	2,411	\$ 57.50	\$ 690	\$ 1,663,590
<u>Total</u>	<u>19,385</u>			<u>25,087,710</u>

Full family Dental (current): \$179/month

IMPLEMENTING MUTUAL GAINS BARGAINING

The City of Los Angeles and the Coalition of City Unions agree to create the following Joint Labor-Management Committees and provide staff support as needed. Each committee will report periodically to the Council and may request funding for programs supported by the Committee.

1. SAFETY COMMITTEE

The purpose of the Safety JLMC is to promote a safe and healthful workplace, to reduce accidents, injuries and overall economic liabilities. The Committee will review and analyze injury, illness, and accident rates and trends both citywide and by individual unit, class, and workplace and will coordinate with unit-based safety committees. The work of the Committee will include making recommendations on training, work site and facilities safety, and safety equipment. Additionally, the committee will monitor savings and will report such savings to the Gains Sharing Committee.

2. PART-TIME WORKERS COMMITTEE

The JLMC on Part-Time workers will be formed and focused within the Department of Recreation and Parks, with representatives from the CAO and the Personnel Department. The JLMC on Part-Time Work will identify positions which could be transitioned to half time, develop career ladders for part-time workers, and identify opportunities to consolidate part-time positions to full time and identify budgetary impediments to transitioning part-time workers. Where applicable, procedures developed in the Part-Time Committee will serve as a model for all City Departments.

3. BONUS AND CODES COMMITTEE

The JLMC on the Bonus and Codes Committee will analyze the City's system of bonuses and special pay. The objective of the Committee is to review and simplify the City's bonus system while providing incentives to improve work processes and recruit and retain quality workers. The Bonus and Codes Committee will send recommendations to the City Council as proposed amendments to labor MOUs. This committee will meet with the goal of enacting initial changes by March 15, 2008.

Mutual Commitment to LA's Future

The City of Los Angeles and SEIU, Local 347 have concluded negotiations for the Memoranda of Understanding effective July 1, 2007 through June 30, 2012. This is a historic contract because it was reached through the mutual gains process and addresses critical issues that both parties identified as key interests that had to be resolved during the term of this contract. In order to address those issues effectively, a *five* year contract was essential. However, the parties recognize that due to the extended term of the contract and the uncertainty both positive and negative of: the local economy, city revenue, revenue from state and federal budgets and adverse litigation, it is essential that both parties maintain the ability to address these uncertainties.

The first uncertainty faced by the parties is the potential adverse revenue implications of a negative ruling in the Telephone User Tax litigation. In the event the Telephone User Tax litigation ruling is unfavorable to the City of Los Angeles and an alternate replacement revenue source is not approved by the voters, the parties to this agreement will meet, using the mutual gains process, to identify the implications of the revenue loss, alternatives to address the revenue loss and viable solutions within the control of the parties.

To address future uncertainties, the parties agree to meet at a minimum every six months to review the City's overall revenue and expenditure forecasts. The revenue forecasts that shall be used as the baseline for this discussion shall be the City's initial Five-Year Budget Forecast for 2007-08 (contained in CF #070600-843 issued 8/9/07). If City revenue declines by 1% or more in the aggregate the parties will meet, using the mutual gains process, to identify the implications of the revenue loss, alternatives to address the loss and identify viable solutions within the control of the parties.

This article does not confer the right to modify the terms and conditions of this MOU or to restrict the rights the parties have by law.

Economic Reopener

At the time the Controller closes the books on FY 2009-10, if the actual revenue collected for FY 2009-10 has increased by 3% over the (revenue projection of 4.4% (as stated in the CAD's initial Five-Year Budget Forecast for 2007-08, issued 8/9/07), the parties will use the Mutual Gains process to discuss adjusting the 2.25% COLA upward effective 7/1/2010.

At the time the Controller closes the books on FY 2010-11, if the actual revenue collected for FY 2010-11 has increased by 3% over the revenue projection of 4.4% (as stated in the CAD's initial Five-Year Budget Forecast for 2007-08, issued 8/9/07), the parties will use the Mutual Gains process to discuss adjusting the 2.25% COLA upward effective 7/1/2011.

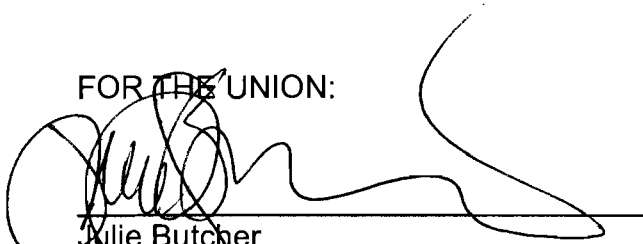
LETTER OF INTENT

JLMC SUPPORT

**MOU 4, 14, 15 and 18
BY AND BETWEEN SEIU LOCAL 347 AND THE CITY**

In support of Charter Section 234, which encourages joint labor/management partnerships, during the term of this MOU, the City agrees to maintain a contract not to exceed budgeted funds, with the Federal Mediation and Conciliation Service, or like body, to provide training and facilitation services for new or existing labor/management committees.

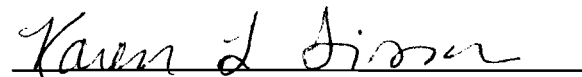
FOR THE UNION:



Julie Butcher
SEIU Local 347

Date

FOR THE CITY:



Karen L. Sisson
City Administrative Officer

12/10/07
Date

Margaret M. Whelan, General Manager
Personnel Department

Date

LETTER OF INTENT

SENIOR BOAT OPERATOR AND DECK HAND

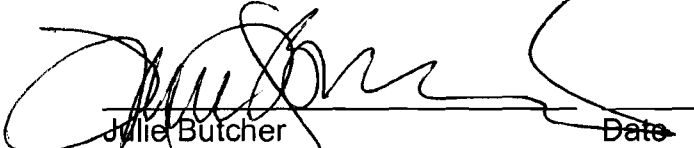
MOU 4

BY AND BETWEEN SEIU LOCAL 347 AND THE CITY


The parties agree that the Personnel Department will complete a study of the classifications of Sr. Boat Operator and Deck Hand in the Department of Public Works and the Harbor Department by December 1, 2004. The parties further agree that the MOU will be reopened to address issues affecting work schedules and compensation for Senior Boat Operator- Harbor, Code 5113-H, and Deck Hand-Harbor, Code 5131-H.

FOR THE UNION:

FOR THE CITY:



Julie Butcher
SEIU Local 347
Date



Karen L. Sisson
City Administrative Officer
Date 12/10/07

Margaret M. Whelan
General Manager Personnel
Date

Geraldine Knatz
Interim Executive Director Harbor
Date

Enrique C. Zaldivar
Director Bureau of Sanitation
Date