

**2007-2012
MEMORANDUM OF UNDERSTANDING NO. 10
FOR JOINT SUBMISSION TO THE CITY COUNCIL
REGARDING THE PROFESSIONAL MEDICAL SERVICES UNIT**

**THIS MEMORANDUM OF UNDERSTANDING made and entered into
this 10th day of December, 2007.**

BY AND BETWEEN

**THE HEADS OF DEPARTMENTS, OFFICES OR BUREAUS REPRESENTED HEREIN
(hereinafter referred to as "Management")**

AND THE

**ALL CITY EMPLOYEES ASSOCIATION Local 2006, AFSCME, Council 36, AFL-CIO
(hereinafter referred to as "UNION")**

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ARTICLE 1 RECOGNITION

The All City Employees Association (ACEA) was certified on June 5, 1975, by the Employee Relations Board as the majority representative of City employees in the Professional Medical Services Unit (hereinafter referred to as "Unit"). Management hereby recognizes ACEA, Local 2006, American Federation of State, County and Municipal Employees (AFSCME), Council 36, AFL-CIO (hereinafter referred to as "Union") as the exclusive representative of the employees in the Unit, subject to the right of an employee to represent himself/herself.

The term "employee" or "employees" as listed herein, shall refer only to employees in the classifications listed in Appendices A through F as well as such classes as may be added hereafter to the Unit by the Employee Relations Board.

ARTICLE 2 PARTIES TO MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU) is entered into on December 10, 2007, by the City Administrative Officer (CAO), as authorized Management representative of the City Council, and the authorized management representatives of the Departments of Aging, Animal Services, Fire, Personnel, Police, Zoo, (hereinafter referred to as "Management") and authorized representatives of the ACEA, Local 2006, AFSCME, as the exclusive recognized employee organization for the Professional Medical Services Unit.

ARTICLE 3 IMPLEMENTATION OF MEMORANDUM OF UNDERSTANDING

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

- A. The Union has notified the CAO in writing that it has approved this MOU in its entirety, and
- B. The City Council has approved this MOU in its entirety.

Where resolutions, ordinances or amendments to applicable codes are required, those Articles of this MOU which require such resolutions, ordinances or amendments will become operative on the effective date of the resolution, ordinance or amendment unless otherwise specified.

ARTICLE 4 TERM

The term of this MOU shall commence on the date when the terms and conditions for its effectiveness, as set forth in Article 3, Implementation of Memorandum of Understanding, are fully met, but in no event shall said 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 49, Calendar for Successor Memorandum of Understanding, to their mutual satisfaction and are continuing to meet and confer in good faith.

ARTICLE 5 HIGHER LEVEL ASSIGNMENT AND ACTING PAY

Section I – Higher Level Assignment

A higher level assignment is the temporary reassignment of an employee to a position that involves higher level responsibilities or duties in the same class. Such assignment is intended to be temporary in nature and is intended to address an immediate staffing need, usually arising from a position vacancy or the temporary absence of an employee.

An employee temporarily assigned higher level duties shall continue to receive the rate of pay for his/her regular classification and pay grade, unless or until he/she has been appointed to a higher classification or pay grade. In the event that said assignment exceeds twenty (20) consecutive calendar days, Management shall initiate the necessary action to fill the position at the proper level.

Section II – Acting Pay

- A. The following provisions are effective July 1, 2007 up through the end of the payperiod that includes the date of Council adoption of this 2007-2012 MOU.

Whenever Management assigns an employee to perform the full duties of a higher level supervisory position in situations where the incumbent of the higher level position is temporarily absent or the position is vacant, such employee shall become eligible for additional compensation upon completion of a qualifying period of 15 consecutive working days in such assignment at his/her regular rate of compensation. Paid leave time taken during a qualifying period shall extend the 15 day qualifying period by the length of the absence. All other absences shall constitute a disqualifying break in the 15-day qualifying period requirement, necessitating the initiation and completion of a new qualifying period. Pay shall begin on the 16th day of the assignment.

Each temporary supervisory assignment shall require completion of a new qualifying period each fiscal year, except when such assignment is continuous and in the same work location.

An employee qualifying for additional compensation as stated above shall receive salary at the second premium level (5.5%) above the appropriate biweekly rate for his/her class.

- B. The following provisions shall apply to employees assigned on or after the start of the payperiod following Council adoption of this 2007-2012 MOU.

(1) 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.

(2) 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.

(3) 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.

Section III - Waivers and Exceptions

- A. Nothing in this Article shall be construed as limiting Management's authority to make temporary higher level assignments of qualified personnel during emergencies or unusual operating conditions. However, such assignments shall not be extended beyond the period of emergency or unusual operating conditions.
- B. Whenever an employee performs duties outside of the normal duties of his/her position for the purpose of training or providing experience, written confirmation of such performance will be placed in the employee's personnel file upon request by the employee. Management shall designate a knowledgeable person to supervise said training or experience.

ARTICLE 6 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 pay grade 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. 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

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.

ARTICLE 7 MILEAGE

Each employee that is authorized to use his/her own vehicle, pursuant to Division 4, Chapter 5, Article 2 of the Los Angeles Administrative Code (LAAC), in the performance of his/her duties shall be reimbursed for transportation expenses at the rate of forty-eight and one-half cents (48.5¢) (effective January 1, 2007) per mile for all miles traveled in any biweekly period, in addition to any and all salaries and other compensation otherwise provided for by law. Effective January 1, 2008, the reimbursement rate shall be fifty and one half cents (50.5¢) per mile for all miles traveled in any biweekly period, in addition to any and all salaries and other compensation otherwise provided for by law.

During the term of this MOU, the cents per mile reimbursement shall be adjusted to an amount equal to the annual standard car mileage allowance as determined by the Internal Revenue Service. The City Administrative Officer shall certify to the Controller appropriate changes, if required, to become effective the beginning of the pay period in which January 1 falls, or on such other date as the IRS may determine.

ARTICLE 8 TRAVEL ALLOWANCE

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. The parties agree that all other provisions of Section 4.221 - 4.226 of the LAAC which relate to payment for travel of certain employees from their home 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.
- D. Where an employee is required to report to court during his/her assigned work schedule because of duties arising out of City employment or required to appear in court during hours outside his/her assigned work schedule in accordance with Article 25 of this MOU, he/she shall be compensated as provided above.

**ARTICLE 9 REIMBURSEMENT FOR STATE LICENSE/CONTINUING
EDUCATION REQUIREMENTS/CONTINUING EDUCATION
LEAVE**

Section I - State License

Any full time employee in this Unit who is required to maintain a license provided by the State of California as a condition of employment, shall be reimbursed by the City for the cost of such license renewal upon presentation by the employee of proof of license renewal payment, such as a paid receipt or cancelled check, and a copy of the renewed license. To be eligible for this benefit, an employee must have completed six months of full-time City service.

Section II - Continuing Education (CE)

During the term of this MOU Management will reimburse employees for the cost of continuing education courses/training required by the State of California licensing requirements as follows:

- 1. Employees are required to maintain a current license as required by the State of California and as a condition of employment.
- 2. Employees shall be reimbursed for registration cost of the continuing education courses/training up to the maximum specified in Section II.3. subject to the following:
 - a. the continuing education course/training must be required by and satisfy the State of California licensing requirements
 - b. the continuing education course/training must be job related as determined by Management
 - c. the employee must request and receive prior approval on the course/training topic
 - d. to receive reimbursement the employee must submit proof of attendance and proof of paid registration/training costs.

3. Reimbursement Amount:

Class Category	Maximum CE Reimbursement	Required CE Units for California State License Renewal	Time Period
Registered Nurses	\$200	30	Two Years
Licensed Vocational Nurse	\$200	30	Two Years
Physician Assistants	\$200	100	Two Years
Physicians	\$275	100	Four Years
Pharmacists	\$175	30	Two Years
Psychologists	\$175	36	Two Years
Police Psychologists	\$100	36	Two Years
Veterinarians	\$175	36	Two Years
Zoo Veterinarians	\$175	36	Two Years

4. The class category of Registered Nurses includes full-time employees in the classifications of Correctional Care Nurse I, II, III, Occupational Health Nurse, EMS Educators, and Advance Practice Provider Correctional Care (Nurse Practitioners).
5. Effective January 1, 2008, employees in eligible classifications may use the maximum CE reimbursement amounts listed for their classifications in No. 3 above for reimbursement of the cost of required Cardio-Pulmonary Resuscitation (CPR) training and certification. To receive reimbursement, employees must submit proof of attendance and proof of paid registration/training costs.

Section III – Continuing Education Leave

1. Management agrees to continue the existing practice of allowing time off, with prior approval requested and granted, for attendance at educational programs necessary for professional license renewal and maintenance. This applies only to licenses required as part of minimum classification requirements.
2. Personnel Department Employees

Employees in the Personnel Department shall be allowed to take up to 100 hours for full-time Physicians and Physician Assistants and up to 36 hours for full-time Nurses and full-time Psychologists of Continuing Education Leave per California State License period. Such time shall be permitted with prior approval requested and granted, for attendance at job related educational programs necessary for professional license renewal and maintenance. This applies only to licenses required as part of minimum classification requirements. Continuing Education Leave time shall not be accumulated beyond the employees' license period and any unused time shall be forfeited. Continuing Education leave will only be granted for the number of training hours and a maximum of 8 hours per day. For example, if leave is taken to attend a four-hour class/conference, only four hours of paid continuing leave will be granted.

ARTICLE 10 PART-TIME EMPLOYMENT

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

- A. Except as otherwise provided in Section 4.117 of the LAAC and in any Departmental Personnel Ordinances 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:
 - 1. Half-time: Half-time employees are employees regularly assigned to a work schedule of half-time (1040 hours) or more in any calendar year, but less than full-time. Compensation shall be prorated on the basis of the total number of hours scheduled to be worked in relationship to the total number of hours required for full-time employment in the class of position. Benefits for such half-time employees provided in this MOU shall apply to these employees on a prorated basis.
 - 2. Intermittent: Intermittent employees are employees assigned to a regular or on-call work schedule of less than half of the available working time (less than 1040 hours) in a service year. Compensation as established in Appendices A through H of this MOU shall be considered full remuneration for intermittent employees defined by this Article. Employees who are compensated by the session, and employees who hold more than one intermittent position concurrently, regardless of total number of hours scheduled, shall be considered intermittent employees.
- B. All part-time employees hired into classifications in this bargaining unit shall be notified at the time of hire whether such appointment is half-time or intermittent. Half-time employees shall be advised of their eligibility for prorated benefits, and intermittent employees shall be notified that they shall not be entitled to benefits, except under circumstances described in paragraph C below.
- C. Notwithstanding the 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 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 immediately begin accruing vacation and sick leave and become eligible for 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.
- D. 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 or more work 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.

- E. Any changes to sick leave, vacation and holiday benefits for part-time employees contained in this MOU shall apply to employees hired subsequent to the effective date of this MOU. Intermittent employees receiving such benefits prior to the effective date of this MOU shall be eligible to continue to receive them, as long as these employees retain their intermittent status without a break in service.

ARTICLE 11 SAFETY

Section I

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

Section II

Management and employees should be alert to unsafe practices, equipment and conditions. Each employee shall be responsible for reporting promptly to his/her immediate supervisor any hazardous condition. Said supervisor should:

- A. Correct or eliminate the hazardous condition if correction or elimination thereof is within the authority and capability of the supervisor; or
- B. 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 the 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.
- C. If elimination of the hazardous condition is not within the capability of the second level of supervision to correct, he/she shall promptly report the problem to the next designated level of supervision or inform the Departmental Safety Coordinator about the problem.

Section III

If the procedures for handling a reported hazardous condition are not initiated, or if initiated, fail to effectuate a satisfactory solution of the problem within a reasonable time, the employee or his/her 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 12 UNIFORMS

A. Animal Services

Employees in the classification of Veterinarian, Code 2365, who are required by their appointing authority to wear a uniform, shall receive a uniform allowance each pay period as specified below. Work uniforms will be purchased, replaced, maintained and cleaned by each employee.

<u>Class Code</u>	<u>Class Title</u>	<u>Uniform Allowance Amount</u>
2365-1	Veterinarian I	\$25.00
2365-2	Veterinarian II	\$25.00
2365-3	Veterinarian III	\$25.00

B. Personnel Department

Uniforms for permanent employees assigned to the Occupational Health Services Division and required by Management to wear uniforms will be purchased, replaced, maintained and cleaned by each employee. Operative upon the effective date of this MOU, Management will give to each employee, in the classes listed below, an allowance each pay period for such purchase, replacement, maintenance, and cleaning in the amounts indicated. For Physicians, said uniforms shall consist of lab coats and/or scrubs for personnel assigned to City Jail duties; and lab coats for all other Physicians.

<u>Class Code</u>	<u>Class Title</u>	<u>Uniform Allowance Amount</u>
2344	Pharmacist	\$16.00
2314	Occupational Health Nurse	\$28.00
2332	Licensed Vocational Nurse	\$28.00
2317	Correctional Nurse	\$28.00
2325	APPCC	\$25.00
0651	Physician I	\$25.00
0655	Physician II	\$25.00

C. Zoo Department

Employees in the classification of Zoo Veterinarian, Code 2367, who are required by their appointing authority to wear a uniform, shall receive a uniform allowance each pay period as specified below. Work uniforms will be purchased, replaced, maintained and cleaned by each employee.

<u>Class Code</u>	<u>Class Title</u>	<u>Uniform Allowance Amount</u>
2367-1	Zoo Veterinarian I	\$25.00
2367-2	Zoo Veterinarian II	\$25.00
2367-3	Zoo Veterinarian III	\$25.00

D. Part-time employees

Half-time employees will receive prorated allowances. Intermittent employees as defined by Article 10 of this MOU are not entitled to uniform allowances.

ARTICLE 13 RAIN GEAR

The City shall make rain gear available to employees in the classifications and pay grades listed below who are required to work outside in inclement weather as a normal part of their job duties.

<u>Class Code</u>	<u>Class Title</u>
2365-1	Veterinarian I
2365-2	Veterinarian II
2365-3	Veterinarian III
2367-1	Zoo Veterinarian I
2367-2	Zoo Veterinarian II
2367-3	Zoo Veterinarian III

ARTICLE 14 SICK LEAVE

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

A. Preventive Medical Treatment

Twenty-four hours of one hundred percent (100%) sick leave may be used to secure preventive medical treatment for the employee and for the members of the employee's immediate family.

B. Sick Leave Allowance - Part-time employees

Half-time employees as defined by Article 9 of this MOU must complete a period of six consecutive months of service and have been compensated for at least 500 hours before qualifying for sick leave. Upon completion of said qualifying period, a half-time employee will be allowed sick leave prorated on the basis of total number of hours scheduled in relationship to the total number of hours required for full-time employment.

Intermittent employees as defined by Article 9 of this MOU shall not be entitled to accrue or use sick leave benefits.

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

Such benefits may only be used if the employee becomes a half-time or full-time employee.

An intermittent employee who becomes a full-time or half-time employee, who has not previously qualified for sick leave benefits as a full or half-time employee, shall be required to complete the six-month qualifying period and to have been compensated for at least 500 hours.

ARTICLE 15 FAMILY ILLNESS

Management's present practices of allowances for leave for illness in family will be continued during the term of this MOU, except that the aggregate number of working days allowed in any one calendar year with full pay shall not exceed twelve (12) days. Such practice of allowance for leave for illness in family shall be in accordance with Section 4.127 of the LAAC. Upon the adoptions of a child an employee will be permitted to use twelve (12) days of family illness sick leave.

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

Any employee claiming a domestic partner for purposes of this Article shall complete a confidential affidavit to be filed in the Employee Benefits Division, Personnel Department, which shall be signed by the City employee and the domestic partner, declaring the existence of a domestic partnership with a named domestic partner. No affidavit is required to secure family illness benefits arising from the illness or injury of a household member (any person residing in the immediate household of the employee at the time of the illness or injury). By extending to an employee the specific benefits defined by this Article, the City does not intend to confer or to imply any other unspecified benefits to such employee, or to the employee's domestic partner, or to the employee's household members, or to any other person.

ARTICLE 16 BEREAVEMENT LEAVE

Management's present practices with regard to allowances for leave because of family deaths will be continued during the term of this Memorandum of Understanding. Such practices of allowances for leave because of family deaths shall be in accordance with Section 4.127.1a-d of the LAAC.

For the purposes of this Article, the definition of an immediate family member, as defined in Section 4.127.1 of the LAAC, shall include the father, father-in-law, mother, mother-in-law, brother, sister, spouse, child, grandparents, grandchildren, step-parents, step-children, great-grandparents, foster parents, foster children, a domestic partner, any relative who resided in the employee's household, a household member (any person residing in the immediate household of the employee at the time of death) and the following relatives of an

employee's domestic partner: child, grandchild, mother, father. For purposes of this Article, simultaneous, multiple family deaths will be considered as one occurrence.

Intermittent employees as defined by Article 9 of this MOU shall not be entitled to compensated leave because of family deaths.

Any employee claiming a domestic partner for purposes of this Article shall have completed a confidential affidavit that has been filed in the Employee Benefits Division, Personnel Department, signed by the City employee and the domestic partner, declaring the existence of a domestic partnership with a named domestic partner. No affidavit is required to secure bereavement leave benefits arising from the death of a household member (any person residing in the immediate household of the employee at the time of death). By extending to an employee the specific benefits defined by this Article, the City does not intend to confer or to imply any other unspecified benefits to such employee, or to the employee's domestic partner, or to the employee's household members, or to any other person.

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

ARTICLE 17 MILITARY LEAVE

Management's present practices with regard to military leave with pay for full-time employees will be continued during the term of this MOU. Such practices shall be in accordance with Section 4.123 of the LAAC as follows:

LAAC Section 4.123. Military Leave with Pay

- A. Every employee of the City who qualifies for and is granted a military leave, whether temporary or otherwise, pursuant to the provisions of the Military and Veterans Code of the State of California, shall, before he/she is paid his/her salary or compensation during such leave, or any part thereof, as provided in said Code, furnish to his/her appointing authority two certified copies of his/her orders, one (1) copy to be filed in the department in which he/she is employed and the other with the Controller, or in lieu thereof, he/she shall furnish to such appointing authority upon forms provided by the Controller certified evidence of his/her entry into active service in the armed forces of the United States and the date thereof. Any certification required by this section may be made by any commissioned officer of such armed forces. The Controller shall have power at any time to require such additional evidence as is satisfactory to him/her of the entry of such employee into active service in such armed forces and of the actual performance by him/her of ordered military duty during all or any part of such leave.

- B. In determining whether any employee has been in the service of the City for a period of not less than one year immediately prior to the date on which the absence begins, continuous service as that term is defined in Section 4.42(t) of this Code shall be required, provided, however, that service in any department having control of its own funds shall be counted in making such determination.

ARTICLE 18 FAMILY AND MEDICAL LEAVE

A. Authorization for Leave

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 Article 16), upon the request of the employee, or the designation of Management in accordance with applicable Federal or State law, notwithstanding any other provisions of this MOU or the LAAC to the contrary.

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.

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

B. Definitions

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

1. **Spouse** means a husband or wife as defined or recognized under State law for purposes of marriage in this State.
2. **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 Division, Personnel Department.
3. **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 include parents “in law”. 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.

4. **Child** means a biological, adopted, or foster child, a stepchild, a legal ward, or a 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.

C. **Eligibility**

1. 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 for at least 1,040 hours (half-time employees may include all compensated time off except IOD) during the 12 months immediately preceding the beginning of the leave.

Exception: In accordance with Pregnancy Disability Leave under the California Fair Employment and Housing Act (FEHA), on the first day of employment with the City, pregnant employees are eligible up to four (4) months (nine [9] pay periods) of leave if disabled due to pregnancy.

2. 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, 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 other City employee 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 limitation for spouses or domestic partners does not apply to leave taken by one employee to care for the other who is seriously ill, or to care for a child with a serious health condition.

D. **Conditions**

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

In accordance with Pregnancy Disability Leave (PDL) under the California FEHA, pregnant employees who are disabled due to pregnancy, childbirth, or related medical conditions are eligible for up to four (4) months (nine (9) pay periods) of leave with medical certification certifying the employee as unable to work due to a pregnancy-related condition. PDL under the FEHA may be taken before or after the birth of the child, and shall run concurrently with pregnancy leave under the federal Family and Medical Leave Act of 1993, which must be concluded within one 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 Sections C.2. and D.6 of this Article.)

2. **Adoption** - The start of a family leave for adoption or foster care of a child shall begin on a date reasonably close to the date the child is placed in the custody of the employee. Leave may be granted prior to placement if an absence from work is required.
3. **Family Illness** - The start of a family leave for a serious health condition of a family member shall begin on the date requested by the employee or designated by Management.
4. **Employee's Own Illness** - The start of a leave for the employee's own serious health condition shall begin on the date requested by the employee or designated by Management.
5. A **serious health condition** is defined as an illness, injury, impairment, or physical or mental condition that involves:
 - a. Any period of incapacity or treatment connected with inpatient care in a hospital, hospice or residential medical care facility; or
 - b. A period of incapacity requiring an absence of greater than three days involving continuing treatment by or under the supervision of a health care provider; or
 - c. Any period of incapacity (or treatment therefor) due to a chronic serious health condition; or
 - d. A period of incapacity that is permanent or long-term due to a condition for which treatment may not be effective; or
 - e. 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 for more than three consecutive days if left untreated; or
 - f. Any period of incapacity due to pregnancy or for prenatal care.

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

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 to accommodate 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 LAAC during the duration of their part-time schedule.

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

7. 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.
8. A personal leave beyond the four (4) month (nine [9] pay period) 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.
9. Management has the right to request and 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.
10. Upon return from family or medical leave, an employee shall be returned to his/her original job or to an equivalent job.

E. **Notice Requirements**

1. 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.

2. Management

In response to an 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 shall also notify an employee if it designates paid or unpaid leave as qualifying time 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.

F. **Applicable Time Off**

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

1. **Childbirth (Mother)**

- a. 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.
- b. 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 c, d, e and f below.
- c. Accrued 100% sick leave. The use of sick leave under this subsection is at the employee's discretion.
- d. 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.
- e. Unpaid leave.
- f. Accrued compensatory time off may be used at the employee's discretion, with management approval, after exhaustion of 100% sick leave (c above). However, FLSA compensatory time off shall not be counted against the employee's four (4) 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.

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

- a. 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 time described in b below.
- b. Accrued vacation available at the start of the leave shall be taken. Such time must be used prior to the use of time under c,d,e and f below.
- c. Accrued 100% sick leave. The use of sick leave under this subsection is at the employee's discretion.
- d. 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.
- e. Unpaid leave.
- f. Accrued compensatory time off may be used at the employee's discretion, with management approval, after exhaustion of 100% sick leave (c above). However, FLSA compensatory time off shall not be counted against the employee's four (4) 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.

3. Personal Medical Leave

- a. Accrued 100% sick leave may be used at the employee's discretion. Such leave may be taken before or after the vacation described in c below.
- b. 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 c below.
- c. Accrued vacation time.
- d. Unpaid leave.
- e. Accrued compensatory time off may be used at the employee's discretion, with management approval, after exhaustion of 100% sick leave (a above). However, FLSA compensatory time off shall not be counted against the employee's four (4) 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.

(Note: An employee under 1, 2, or 3 above may use compensated time off after depletion of accrued sick leave and vacation to continue paid leave during the four-month family and medical leave period.)

G. Sick Leave Rate of Pay

Payment for sick leave usage under F1, F2 and F3 shall be at the regular accrued rate of 100%, or 75% as appropriate.

H. Monitoring

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

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

ARTICLE 19 VACATIONS

Section I - Vacation Accrual

Management's present practices with regard to vacations will be continued during the term of this MOU. Such practices shall be in accordance with Sections 4.244 - 4.256 of the LAAC.

Each employee in this unit who has completed his/her qualifying year 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

Benefits for part-time employees will be subject to Article 10 of this MOU.

Section II - Active Military Service: Vacation Accrual during Leave and Cash-Out of Accrued Vacation at Commencement of Leave

Unit members called into active military service (other than temporary military service) 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. 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 his/her leave of absence. Military orders or other evidence of call-up into the armed forces of the United States must be submitted with the request.

ARTICLE 20 HOLIDAYS AND HOLIDAY PAY

- A. The following days shall be treated as holidays during the term of this MOU.
 - 1. New Year's Day
 - 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 day in May)
 - 6. Independence Day (July 4)
 - 7. Labor Day (the first Monday in September)
 - 8. Columbus Day (the second Monday in October)
 - 9. Veteran's Day (November 11)
 - 10. Thanksgiving Day (the fourth Thursday in November)
 - 11. The Friday 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. One unspecified holiday (per calendar year)
- 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, or for work performed after eighty (80) hours if on a biweekly pay schedule.

- F. Whenever a holiday listed under 13 and/or 14 above occurs during an employee's regularly scheduled work week, the appropriate number of hours of paid leave shall be credited for the purpose of computing overtime pay for work performed after forty (40) hours, or for work performed after eighty (80) hours if on a biweekly pay schedule.
- G. **Holiday Premium Pay** – An employee who works on any holiday listed above will receive eight (8) hours (or portion thereof 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 however, 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. The Holiday Premium Pay provision shall not apply to salaried employees defined in Article 28, Section II. B and Section II. C.

Any Physician, assigned to the City Jail System who works on a holiday above, shall receive compensation at the rate of one hour for each full hour worked in addition to his/her compensation for the day.

- H. An employee who works in excess of eight (8) hours on any holiday listed from 1 through 12 above, or 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. The Holiday Premium Pay provision shall not apply to salaried employees defined in Article 28, Section II. B. and Section II. C.
- I. 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 (B through H above). If such holiday falls on the employee's scheduled day off, an alternative day off in-lieu shall be scheduled within the same work period (as defined in Article 29) as the holiday.
- J. Management shall have the sole authority and responsibility to determine whether the compensation for any holidays worked shall be in cash or paid leave time off.
- K. The unspecified holiday shall be taken in accordance with the following requirements:
1. The 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, Management will reschedule the holiday so that it may be taken on some other mutually satisfactory date within the calendar year.

2. Any break in service (i.e., resignation, discharge, retirement, etc.) prior to taking the holiday shall forfeit any right thereto.
 3. The holiday shall not be utilized to extend the date of any layoff.
 4. No employee shall be entitled to such unspecified holiday until he/she has completed six months of satisfactory service and has completed 500 hours of compensated work.
 5. Employees who work in intermittent, on call, vacation relief, or seasonal positions shall not be entitled to the unspecified holiday.
 6. No employee shall receive more than one unspecified holiday in a 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 after taking such holiday 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 when rehired.
- L.
1. (a) A half-time employee as defined by Article 11 of this MOU, shall qualify for and receive the same holiday benefits as a full-time employee, including unspecified holidays except as noted in L.1 (b) below; provided, however that pay for such holiday shall be prorated on the basis of the number of hours normally scheduled to be worked in relationship to the number of hours required for full-time employment in the class of position.

(b) Half-time employees must complete a period of six consecutive months of service and to have been compensated for at least 500 hours before qualifying for the unspecified holiday. Half-time employees who transfer to full-time or full-time employees who transfer to half-time are entitled to either a full unspecified holiday (8 hours) or a prorated unspecified holiday depending on their status at the time the holiday is taken. A full-time or half-time employee who transfers to intermittent without having taken any unspecified holiday shall not be entitled to such holiday while on intermittent status.
 2. Intermittent employees as defined by Article 11 of this MOU shall not be entitled to holiday benefits. An intermittent employee who becomes full-time or half-time and who has not previously qualified for the unspecified holiday benefit as a full or half-time employee shall be required to qualify by completing six consecutive months of service in the full-time or half-time status and to have been compensated for at least 500 hours. Upon completion of said qualifying period, a half-time employee will be allowed prorated benefits as described herein.

ARTICLE 21 BILINGUAL DIFFERENTIAL

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

Such compensation shall be retroactive to the employee's first day in a bilingual position. However, such compensation shall not be paid unless the employee has been properly certified in accordance with the provisions of Section 4.84 of the LAAC.

ARTICLE 22 SIGN LANGUAGE PREMIUM

Any qualified employee covered by the provisions of this MOU who is requested by the hearing impaired assistance center to utilize sign language shall receive compensation equal to 2.75 percent of his/her salary or wages for each business day the skill is utilized. Such practices of additional compensation shall be in accordance with Section 4.84.1 of the LAAC.

ARTICLE 23 COURT TIME

The provisions of this article shall apply to an employee who is a member of this Unit, except employees in the classifications of Police Psychologist, Occupational Psychologist, Fire Psychologist, Physician, Veterinarian and Zoo Veterinarian. Whenever an eligible employee as specified above is required to appear in court or a deposition during hours outside of his/her assigned work schedule because of duties arising out of City employment, said employee shall receive a minimum of three (3) hours of overtime compensation up to a maximum number of hours actually spent in court or deposition, not to exceed eight (8) hours. An employee, except those in the classifications specified above who is on call during hours outside of his/her assigned work schedule and is not required to report to court, shall receive three (3) hours of overtime compensation regardless of the number of hours actually spent on call. Callback provisions are not applicable to court time.

Notwithstanding any other provision of this MOU, pay for court or deposition time as provided under this Article, shall be the sole compensation provided to the employees specified above. Employees shall not receive both overtime as provided under Article 28 and court/deposition pay for the same hours.

ARTICLE 24 CIVIC DUTY

Whenever an employee is served with a subpoena by a court of competent jurisdiction which compels his/her presence as a witness during his/her normal working period, unless he/she is a party to litigation or an expert witness, such employee shall be granted time off with pay in the amount of the difference between the employee's regular earnings and any amount he/she receives for such appearance. This Article is not applicable to appearances for which the employee receives compensation in excess of his/her regular earnings. A court of competent jurisdiction is defined as a court within the County in which the employee resides, or if outside the county of residence, the place of appearance must be within 150 miles of the employee's residence.

ARTICLE 25 JURY SERVICE

Management's present practices of payment of salary during jury service will be continued during the term of this MOU. Such practice of payment shall be in accordance with Section 4.111 of the LAAC.

A prorated portion of jury service fees received by a half-time employee shall be paid to the City when those fees are received for jury service performed on days for which the employee is scheduled to work a portion of a day. The absence of any 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. The absence of an intermittent employee for the purpose of performing jury service shall be deemed to be an authorized absence without pay.

Employees summoned for jury service are not authorized to waive jury attendance fees and will be expected to remit the appropriate fees to the City upon completion of service pursuant to Section 4.111 of the LAAC.

ARTICLE 26 SHIFT DIFFERENTIAL

Notwithstanding the provisions in Note N in Schedule A of Section 4.61 of the LAAC, any full-time employee, when required to work 50% or more of his/her time during his/her regular shift on any one day between the hours of 5:00 p.m. and 8:00 a.m., shall receive for each such day worked salary at the second premium level rate above the appropriate step rate of his/her salary range. Any part-time employee except Relief Correction Nurses when required to work 50% or more of an eight hour or longer shift on any one day between the hours of 5:00 p.m. and 8:00 a.m., shall receive for each such day worked salary at the second premium level rate above the appropriate step rate of his/her salary range. The procedure for the payment of adjusted compensation for work performed under the provisions of this Article shall be in accordance with Sections 4.72, 4.74, and 4.75 of the LAAC.

ARTICLE 27 WORK SCHEDULES

A. General

Management may assign employees to work a five/forty, four/ten, nine/eighty, or other work schedule. Management shall retain 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. In the event Management's actions are shown to be arbitrary, capricious, or discriminatory before an arbitrator, the award of the arbitrator shall be to reverse the action of Management. However, the decision of the arbitrator shall be binding, in accordance with Article 37 (Grievance Procedure).

B. Physicians and Nurses Assigned to City Jails

The Personnel Department shall have a work schedule consisting of deployment periods for Physicians and Nurses assigned to the City Jail System.

1. Physicians

- a. Any full-time employee in the class of Physician I, Code 0651, when regularly assigned to work in the City Jails, shall be scheduled to work 20 days consisting of 12-hour shifts totaling 240 hours per deployment period (6 weeks).
- b. Employees must either work, or with supervisory approval in advance, use compensated time-off (such as vacation or compensatory time-off), or leave without pay to arrive at the requisite amount of shifts during a deployment period. If an employee does not have vacation or compensatory time-off, such time shall be charged as leave without pay. Adjustments to the employee's pay shall be made during the last pay period of the deployment period.

2. Nurses

- a. Any full-time employee in the class of Correctional Nurse, Code 2317, when regularly assigned to work in the City Jails, shall be scheduled to work 10 days consisting of 8 hour shifts totaling 80 hours per biweekly payperiod (two weeks).
- b. Effective the beginning of the pay period in which January 1, 2008 occurs, any full-time employee in the class of Correctional Nurse, Code 2317, when regularly assigned to work in the City Jails, may request a work schedule consisting of 12-hour shifts totaling 80 hours per payperiod. Management shall give reasonable consideration to such requests.
- c. Employees must either work, or, with supervisory approval in advance, use compensated time-off (such as vacation or compensatory time-off) or leave without pay to arrive at the requisite amount of hours during a payperiod. If an employee does not have vacation or compensatory time-off, such time shall be charged as leave without pay. Adjustments to the employee's pay shall be made during the last week of the biweekly payperiod.

ARTICLE 28 OVERTIME

All employees in this Unit qualify for exemption under the Fair Labor Standards Act overtime provisions and shall be treated as exempt employees as defined by the Fair Labor Standards Act. This Article outlines the assignment of MOU overtime and the rates and methods for such overtime compensation.

Section I 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 unit and work location. However, Management may consider special skills required to perform particular work. The parties understand that, except in cases of acute medical emergency or when required to adhere to existing Department rules or regulations, no employee shall work overtime without prior approval from his or her supervisor. Unofficial overtime, "white time," is absolutely prohibited. Failure to secure prior approval to work overtime may result in discipline. All hours worked by employees covered under Section II A and C shall be recorded on their time sheets.

Section II Rates and Methods of Compensation

A. General

All employees in this Unit, except Physicians, Occupational Psychologists, Police Psychologists, Fire Psychologists, Veterinarians, and Zoo Veterinarians shall be compensated for overtime for all hours worked in excess of 80 hours in a pay period including all absences with pay authorized by law. Compensation for these employees shall be in time off at the rate of one and one-half (1½) the employees' regular rate of pay. The form of compensation shall be at the discretion of Management. These employees shall be subject to deductions from salary or any leave banks for any absence from work for less than a full workday.

B. Occupational Psychologists, Police Psychologists, Fire Psychologists, Veterinarians, Zoo Veterinarians, and Physicians not assigned to the City Jails

Employees who are employed in the classifications and pay grades of Occupational Psychologist, Police Psychologist, Fire Psychologist, Veterinarian, Zoo Veterinarian, and Physician not assigned to City Jails shall not receive overtime compensation and shall be paid a predetermined salary for each biweekly pay period. These employees shall not be subject to any deductions from salary or any leave banks for any absence from work for less than a full workday.

C. Physicians and Nurses Assigned to City Jails

1. Physicians

- a. Any person in the class of Physician I, Code 0651, when regularly assigned to work in City Jails, shall be paid a predetermined salary for each biweekly pay period, and shall not receive paid overtime compensation but may accrue compensatory time off (CTO) in the manner described below. These employees shall not be subject to any deductions from salary or any leave banks for any absence from work for less than a full workday except for the current practice regarding deductions from salary and leave banks for absences from work resulting from personal illness, family illness and paid holidays.

- b. Whenever a physician is required to work an additional shift at the jails in addition to his/her regular work schedule including all absences with pay authorized by law such excess hours shall be recorded at the rate of one hour for each full hour worked. The record thereof maintained in the Personnel Department provided that no period of less than one hour shall be accrued and recorded on any particular day. No additional compensation for excess hours worked shall be authorized for physicians assigned to the jails except as provided in this paragraph.
 - c. Notwithstanding the above, the number of hours which may be accrued for any employee during the calendar year shall be limited to 200 hours at any given time during the calendar year.
 - d. Any balance of accrued but unused hours, up to the amount of 200 hours, remaining at the end of a calendar year will be carried over to the next calendar year. However, any hours in excess of 200 remaining unused at the end of a calendar year shall be deemed waived and lost. At no point shall any employee be allowed to keep a balance of more than 200 hours on the books.
 - e. With the consent of management, any employee having excess hours accrued may take compensatory time off in an amount equal to the number of hours so recorded; but in no event shall an employee be permitted to take more than 200 hours of compensatory time off in a calendar year.
 - f. The request for such time off will be promptly approved by Management subject to the operating needs of the Jails if the request is made at least two weeks prior to the requested date. If an emergency prevents the employee from taking such previously approved time off, Management shall reschedule the time off so that it can be taken on some other mutually satisfactory date.
 - g. No employee shall be paid in cash for any accumulated excess hours, either during the period of employment or at the time of separation from City service.
2. Physicians Assigned to Medical Services Division – Any Physician I or II, regularly assigned to the Medical Services Division, Occupational Health Section, who agrees to work at the City Jails outside of and in addition to his or her regularly scheduled hours of work, shall be allowed to accrue and use compensatory time in the manner described above.
3. Nurses

Employees in the class of Correctional Nurse, Code 2317, shall receive overtime compensation as specified in Section II. A. of this Article.

Section III Compensated Time Off (CTO)

All employees in this Unit except Physicians, Occupational Psychologists, Police Psychologists, Fire Psychologists, Veterinarians, Zoo Veterinarians, and Physicians assigned to the Personnel Department City Jails may, subject to Management's discretion, be permitted to accumulate up to 80 hours of compensatory time off (CTO). On occasion, employees may accumulate CTO in excess of 80 hours for a temporary period of time. If an employee does not schedule and take CTO over 80 hours prior to the end of the fiscal year, Management may require employees to use CTO prior to the end of the fiscal year; require employees to use such time in lieu of vacation or other leave time; provided that an employee will not be subject the loss of vacation accrual or authorize cash payment. In the event sufficient funds are not available to provide cash compensation for all or a portion of the CTO hours in excess of 80, Management may extend the time limit for a period not to exceed one year.

Under no circumstances shall CTO in excess of 240 hours be accumulated.

Section IV Disciplinary Suspensions

Employees in this bargaining unit shall not be subject to disciplinary suspension for periods other than one or more full workweeks (half of the biweekly pay) unless based on violations of a safety rule of major significance. This requirement shall be superceded by the revised Department of Labor FLSA regulations, which took effect on August 23, 2004, pertaining to disciplinary suspensions of FLSA exempt employees. Salaried employees in this unit shall not be subject to disciplinary suspension for period of less than a workweek (seven days; half of the biweekly pay) unless the discipline is based on violations of a safety rule of major significance or misconduct.

Section V Emergencies and Unusual Occurrences

Effective January 1, 2008, notwithstanding Los Angeles Administrative Code Section 4.116(e), an appointing authority may, with the approval of the Mayor, grant additional compensation to salaried, FLSA-exempt employees in this Unit when an employee(s) is assigned by Management to work additional hours outside of an employee's regular work schedule, in increments of a full day (8) hours, in emergency or unusual situations (e.g. earthquake, flood, sewage spills, emergency construction response, etc.). Compensation for each additional day shall be an amount equivalent to 4.6% of the monthly rate of the employee's appropriate step rate, as indicated in the appropriate salary appendix of this MOU.

ARTICLE 29 REST PERIODS

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 any employee's working day nor in excess of fifteen (15) minutes without express consent of the designated supervisor.

Management reserves the right to suspend the 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, or compensated for in any form.

ARTICLE 30 WORKERS' COMPENSATION

Management shall provide Workers' Compensation benefits in accordance with Section 4.104 of the LAAC, except that salary continuation payments during absences for temporary disability conditions shall be in an amount equal to the employee's regular biweekly, take-home pay at the time of incurring the disability condition. For purposes of this Article, take-home pay shall be defined as an employee's biweekly gross salary rate less the mandatory deduction for Federal and State income tax withholding and employee retirement contributions. The employee will be able to make adjustments in his/her voluntary deductions while on temporary disability leave but will not be able to change the amount normally deducted for State and Federal income taxes, unless the employee has changed those deductions to those which he/she is legally entitled to take within ten (10) days of the commencement of any disability leave, or within ten (10) days of any change in dependents. This Article shall not affect employees who are receiving Workers' Compensation pay in accordance with Section 4.104 of the LAAC on the effective date of the ordinance implementing this MOU.

ARTICLE 31 SALARIES

- A. The parties to this MOU jointly recommend to the City Council approval of the salaries set forth in Appendices A through F.

- B. The salaries set forth in Appendices A through F 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
Appendix G	Salary Notes
Appendix H	Relief Correctional Care (RCN) Hourly Rates

ADDITIONAL SALARY ADJUSTMENTS

- C. **Employees in Classes with 5-Step Salary Ranges (Employees with Full-Time or Half-Time Status)**
 - 1. Effective January 1, 2010, Unit employees who have at least twelve (12) months of service at step 5 of the salary range in their current classification 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 for their classification who received the salary 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 for their classification who received the salary 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 pay grade description provides for automatic movement to a higher pay grade level after twelve months, if the effective date of the pay grade advancement is the same day as the effective date of a salary adjustment provided for in Subsection C. herein, the salary adjustment shall be included in determining placement on the salary range for the higher level pay grade.

D. Employees Compensated at a Flat Hourly Rate (Employees with 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%.

ARTICLE 32 CIVILIAN MODIFIED FLEXIBLE BENEFITS PROGRAM

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

If there are any discrepancies between the benefits described herein and the Flex Program approved by the Joint Labor-Management Benefits Committee, the Flex Program benefits will take precedence.

Section I - Health Plans

The health plans offered and benefits provided by those plans shall be those approved by the City's Joint Labor-Management Benefits Committee and administered by the Personnel Department in accordance with LAAC Section 4.303.

During the term of this MOU, Management agrees to contribute for each full-time employee who is a member of Los Angeles City Employees' Retirement System (LACERS) a subsidy equal to the cost of his/her medical plan, not to exceed \$857.02. Effective January 1, 2008, the maximum monthly subsidy will increase to \$948.36.

For each half-time employee, as defined by Section 4.110 of the LAAC who becomes a member of LACERS following July 1, 1990, and for each employee who transfers from full-time to half-time status following the July 1, 1990, Management agrees to contribute for each half-time employee a monthly subsidy not to exceed \$329.60 per employee. Effective January 1, 2008, the maximum monthly subsidy will increase to \$364.76. Management will apply this sum first to the employee's coverage. Any remaining balance will be applied toward the coverage of the employee's dependents under the plan.

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

Half-time employees who, prior to July 1, 1990, were receiving the same subsidy as full-time employees shall continue to receive the full-time employee subsidy and shall be eligible to receive any increases applied to that subsidy as provided in this Article.

Employees who transfer from full-time to half-time under the provisions of Article 20, Family Leave, shall continue to receive the same subsidy as full-time employees and shall be subject to any adjustments applied to that subsidy as provided in this Article.

During the term of this MOU, the Joint Labor-Management Benefits Committee will review all rate changes and their impact on the Health Plans.

Section II - Dental Plans

The dental plans offered shall be those approved by the City's Joint Labor-Management Committee and administered by the Personnel Department in accordance with LAAC Section 4.303.

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

For each half-time employee, as defined by Section 4.110 of the LAAC, who becomes a member of LACERS and for each employee who transfers from full-time to half-time status following July 1, 1990, Management will expend an amount equivalent to one-half of the cost of the employee only coverage of the most expensive plan under the City-sponsored Dental Program. Half-time employees who, prior to July 1, 1990, were receiving the full employee only subsidy shall continue to receive the full employee only subsidy.

During the term of this MOU, the Joint Labor-Management Benefits Committee will review all rate changes and their impact on the Dental Plans.

Section III - Definition of Dependents

The definition of a dependent for health and dental plan coverage 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 Division, Personnel Department, which shall be signed by the City employee and the domestic partner, declaring the existence of a 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, or to the employee's domestic partner, or to the dependents of such domestic partner.

Section IV - General Provisions

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

The parties mutually understand that the City will expend the above noted funds 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 V - Subsidy During Family and Medical Leave

For employees who are on Family or Medical Leave, under the provisions of Article 17 of this MOU, Management shall continue the City's health and dental plan subsidies for employees who are enrolled in a City health and/or dental plan prior to the beginning of said leave. Employees shall be eligible for such continued subsidies while on a Family or Medical Leave in accordance with Article 18 herein. However, for any unpaid portion of Family or Medical Leave, health and/or dental plan subsidies shall be continued for a maximum of nine (9) pay periods.

Section VI - Benefit Protection Plan

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

ARTICLE 33 UNION-SPONSORED LIFE INSURANCE AND OPTICAL PROGRAMS

It is mutually understood that each employee whose class is listed in Appendices A through F, who is a member of LACERS, will be enrolled in the Union's life insurance and optical programs.

The City will continue to forward five dollars and sixty cents (\$5.60) biweekly for each such employee on City paid status to the Union to finance these programs.

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 34.1 GRIEVANCE PROCEDURE

The following procedure shall apply to all grievances filed during the time period of 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. An impasse in meeting and conferring upon the terms of a proposed MOU is not a grievance.

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 by the City Charter. 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 may 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 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.
- 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 level of review from this grievance procedure.
- E. Management shall notify the Union of any informal grievance filed that involves the interpretation and/or application of the provisions of this MOU, and a paid Union Staff Representative shall have the right to be present and participate in the discussion at any formal grievance meeting concerning such a grievance. If the paid 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. The Union is to be notified of the resolution of all other informal 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 during which the event upon which the grievance is based occurred.

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 the department, office or bureau 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, as shall be determined by the head of the department involved. The General Manager/Commission or their designee will afford the parties an opportunity to present oral and/or written arguments on the merits of the grievance and shall render to the grievant and his/her representative, if any, a written decision within thirty (30) calendar days from the date said arguments were submitted.

Step 5 – Mediation

If the grievance is not settled at Step 4, within ten (10) calendar days of receiving the Step 4 response, the Union and Management may mutually agree to request mediation. Either the Union or Management will notify the Employee Relations Board of such request by letter. The Employee Relations Board shall first attempt to obtain the services of a mediator from the State Mediation and Conciliation Service. The fees, if any, of such mediator shall be shared equally, by the Union and Management.

The primary effort of the mediator should be to assist the parties in settling the grievance in a mutually satisfactory fashion. The mediation procedure shall be informal. Court reporters shall not be allowed to be present, the rules of evidence shall not apply and no 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, as well as anything said by the parties during mediation, shall not be used during any subsequent arbitration. Notwithstanding the above and Section 4.865 of the Employee Relations Ordinance, the parties may, upon mutual agreement, agree to accept the opinion of the mediator as binding, in lieu of arbitration.

Step 6 - Arbitration

If the written decision at Step 4 does not settle the grievance, or if Step 5 is waived or does not settle the grievance, the grievant and the Union jointly may serve upon the head of the department, office or bureau a written notice that a written request for arbitration has been filed with the Employee Relations Board. The request for arbitration must be filed with the Employee Relations Board within fifteen (15) calendar days following the date of service of the written decision of the General Manager/Commission or their designee at Step 4, or the date of the mediator's opinion in Step 5. Failure of the grievant and the Union jointly 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 meet for the purpose of selecting an arbitrator from a list of seven (7) 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 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 MOU.

ARTICLE 34.2 GRIEVANCE PROCEDURE

The following procedure shall apply to all 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:

1. An impasse in meeting and conferring upon the terms of a proposed Memorandum of Understanding.
2. Any matter for which an administrative remedy is provided before the Civil Service Commission.
3. Any issue that the parties agree to refer to another administrative resolution process.

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 19 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.

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

A. 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 35 GRIEVANCE REPRESENTATION

The Union may designate a reasonable number of Union representatives 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 changes to the list presented by the Union. A Union representative, if so requested, may represent a grievant in the presenting of grievances at all levels of the grievance procedure.

The grievant and his/her representative may have a reasonable amount of paid time off for this purpose. However, said representative will receive paid time off only if he/she is a member of the Union and the same Unit as the grievant; is employed by the same department, office or bureau as the grievant; and, is employed within a reasonable distance from the work location of the grievant. An employee in a department, office or bureau where no Union representative, as herein defined, is available shall have the right to paid Union representation by a listed representative of another department upon mutual agreement of the department and the Union.

If a Union representative must leave his/her work location to represent a grievant, 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 Union representative 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 Union representative'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.

Time spent on grievances outside of working hours of the employee or his/her representative shall not be counted as work time for any purpose. Whenever a grievance is to be presented during the working hours of the grievant and/or his/her representative, only that amount of time necessary to bring about a prompt disposition of the grievance will be allowed.

During the term of this 2007-2012 MOU, 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 representatives will have established a curriculum and training program that will provide skills for both stewards and front-line supervisors in the processing and resolution of grievances and other workplace issues in a cooperative, problem-solving manner. Upon completion of the program, both union stewards and front-line supervisors will be certified.

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 34.2, Grievance Procedure.

ARTICLE 36 PERSONNEL FOLDERS

Section I

An employee shall be entitled to review the contents of his/her departmental personnel folder(s) at reasonable intervals, upon request, during hours when his/her personnel office is normally open for business. Such review shall not interfere with the normal business of the department, office or bureau.

Section II

No document shall be placed in an employee's departmental personnel folder(s) without providing said employee with a copy thereof. In accordance with CAO Rule No. 10 (revised March 20, 1997), this provision shall not apply to documents placed in said folder prior to April 17, 1979.

Section III

A memorandum documenting an oral reprimand or a "Notice to Correct Deficiencies" that has been placed in an employee's departmental personnel folder may be sealed upon the written request of an affected employee if he/she has not been involved in any subsequent incidents that resulted in written corrective action, counseling, or other management action for a period of four (4) years from the date the most recent memorandum or notice was issued or management action taken.

LAPD:

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 an employee's departmental personnel folder. Notices to Correct Deficiencies shall be filed in divisional employee folders at the division of assignment. A Notice to Correct Deficiencies may be removed from an employee's Division Folder upon the written request of an affected employee if he/she has not been involved in any subsequent incidents that resulted in written corrective action, counseling, or other management action for a period of four (4) years from the date the most recent notice was issued. Notices so removed shall be filed in the Personal History Packets in the Personnel Division.

ARTICLE 37 WORK ACCESS

A paid Union Staff Representative and the Local president shall have access to the facilities of the departments, offices or bureaus represented herein during working hours for the purpose of assisting employees covered under this MOU, in the adjusting of grievances when Union assistance is requested by the grievant(s), or investigating matters arising out of the application of the provisions of this MOU. Said representative shall request authorization for such visit by contacting the designated Management representative of the head of the department, office or bureau. In the event immediate access cannot be authorized, the designated Management representative shall inform the Union representative as to the earliest time when access can be granted.

Union shall give to all heads of departments, offices or bureaus represented herein and the CAO a written list of its Union Staff Representatives, Local Union Officers, Executive Board Members and Local Union Grievance Representatives which list shall be kept current by Union.

This Article shall not be construed as a limitation on the power of the head of a department, office or bureau to restrict access to areas designated as security or confidential.

ARTICLE 38 USE OF CITY FACILITIES

The Union may use City facilities, on prior approval, for the purpose of holding meetings to the extent that such facilities can be made available, and to the extent that the use of a facility will not interfere with departmental operations. Participating employees will attend said meetings on their own time.

If the use of a facility requires a fee for rental or special setup, security, and/or cleanup service, the Union will provide or assume the cost for such service(s) or facility.

ARTICLE 39 BULLETIN BOARDS

Section I

Management will provide bulletin boards or space at locations reasonably accessible to Union members, which may be used by the Union for the following purposes:

- A. Notices of Union meetings.
- B. Notices of Union elections and their results.
- C. Notices of Union recreation and social events.
- D. Notice of official Union business.
- E. Any other communication which has received the prior approval of the head of the department, office or bureau, or his/her designated representative.
- F. Each department, office or bureau will provide the Union with a list of all bulletin board locations.

Section II

All notices or other communications shall be identified with an official Union stamp and the Union shall place a removal date on all notices and other communications. All notices and other communications shall be submitted to the designated management representative prior to posting. Posting will occur within twenty-four (24) hours of submission.

ARTICLE 40 EMPLOYEE RELATIONS

Meetings at reasonable intervals will be scheduled at the request of a designated Union representative (paid Union staff representative or Local president) or the Management representative of a department, office, or bureau, for the purpose of informally discussing employer-employee relations problems.

The Union shall give to all heads of departments, offices or bureaus represented herein and the CAO a written list of its paid Union staff representatives and executive board members, which list shall be kept current by the Union.

ARTICLE 41 ACTIONS BY EMPLOYEE RELATIONS BOARD

If any action(s) by the Employee Relations Board 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.

ARTICLE 42 NEW EMPLOYEE INFORMATION

Management will provide each new employee covered by this MOU a printed notice supplied by the Union to each department, office or bureau containing the following information only:

- A. Your classification is included in the Professional Medical Services Unit represented by ACEA, Local 2006, AFSCME, Council 36.
- B. The ACEA, Local 2006, AFSCME, Council 36, AFL-CIO, has been certified to meet and confer with management on matters pertaining to your wages, hours of work, employee benefits and other terms and conditions of employment, and it is the exclusive recognized employee organization for all employees in the Professional Medical Services Unit.
- C. For additional information, contact the Union during off duty hours at 514 Shatto Place, 3rd Floor, Los Angeles, CA, 90020, telephone (213) 487-9887.

ARTICLE 43 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.

ARTICLE 44 UNIT MEMBERSHIP LIST

Management will provide the Union in writing, within thirty (30) days from the effective date of this MOU and each ninety (90) days thereafter, an alphabetized list of employees subject to this MOU, grouped by class within departmental fund number and indicating each employee's name, employee number, class code, class title, Union membership status, confidential status, and location by department and division, as applicable. Home addresses shall be provided within sixty (60) days from the effective date of this MOU and each ninety (90) days thereafter.

ARTICLE 45 AGENCY SHOP FEES/PAYROLL DUES DEDUCTIONS

The following agency shop provisions shall continue during the term of this MOU:

A. DUES/FEES

- 1. a. Each permanent employee* in this Unit (who is not on a leave of absence) shall, as a condition of continued employment, become a member of the certified representative of this Unit, or pay the Union a service fee in an amount not to exceed periodic dues and general assessments of the Union during the term of this MOU. Such amounts shall be determined by the Union and implemented by Management in the first payroll period, which starts thirty (30) days after written notice

of the new amount is received by the Controller. (*A permanent employee is defined as one who has completed six continuous months of City service from his/her original date of appointment and who is a member of the LACERS.)

- 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 AFSCME 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 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, Supervisory or Confidential Employees

The provisions of this Article shall not apply to management, confidential, or supervisory employees.

- a. Management and confidential employees shall be as defined in Section 4.801 and designated in accordance with Section 4.830d of the LAAC.
- b. Supervisory employees shall be defined as follows:

"Supervisory employee" means any individual, regardless of the job description or title, having authority, in the interest of the employer, to hire, transfer, suspend, lay-off, recall, promote, discharge, assign, reward, or discipline other employees, or responsibility to direct them, or to adjust their grievances, or effectively to recommend such action, if, in connection with the foregoing, the exercise of such authority is not of a merely routine or clerical nature, but requires the use of independent judgement. Employees whose duties are substantially similar to those of their subordinates shall not be considered to be supervisory employees.

Management shall designate supervisory employees. Said designation or claim shall be reviewed jointly by Management and the Union. Any dispute shall be referred to the Employee Relations Board for resolution.

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 supporting financially public employee organizations shall not be required to join or support financially 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 501(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 the 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 organization 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 nonmember agency shop service fee payers to meaningfully challenge the propriety of the uses to which service funds are put; and that those procedures are 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 this 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 46 LEGISLATIVE CHECK-OFF

During the term of this MOU, a payroll deduction will be continued by the Union for the purpose of allowing employees in this Unit to contribute towards the Union's federal election activities.

Said contributions shall be deducted by the Controller from twenty-four (24) biweekly payroll checks of each employee in this Unit who voluntarily consents to said contribution by submitting a payroll deduction card signed by the individual employee. Remittance of the amount of said deductions shall be sent to the Union by the Controller within thirty (30) working days after the conclusion of the month in which said deductions were deducted.

Contributions shall be made payable as directed by the Union to the Political Action Committee, P.E.O.P.L.E., of the Union.

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

It is 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.

ARTICLE 47 NON-DISCRIMINATION

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, marital status, disability, Union activity, national origin, ancestry, or political belief.

Management and the Union further agree that no employee shall be interfered with, intimidated, restrained, coerced or discriminated against because of the exercise of his/her rights granted pursuant to Section 4.857 of the Employee Relations Ordinance.

ARTICLE 48 CALENDAR FOR SUCCESSOR MEMORANDUM OF UNDERSTANDING

In the event the Union or Management desires a successor MOU, said party shall serve upon the other no later than April 1, 2012, its written proposals for such successor MOU. Meet and confer sessions shall begin no later than thirty (30) calendar days following submittal of the Union's proposals.

ARTICLE 49 OBLIGATION TO SUPPORT

The parties agree that prior to the implementation of this MOU and during the period of time it is being considered by the Mayor, City Council, and Council Committees, neither the Union nor Management, nor their authorized representatives, will appear before the Mayor, City Council, or Council Committees, nor meet with the Mayor, or members of the City Council individually to advocate any addition or deletion to the terms and conditions of this MOU. However, this Article shall not preclude the parties from appearing before the Mayor, City Council, or Council Committees, nor meeting with individual members of the City Council to advocate or urge the adoption and approval of this MOU.

ARTICLE 50 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 employee's 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 LACERS are affected shall be recommended to the City Council by the CAO as affecting the membership of all employees in LACERS. Such modifications need not be included in the MOU in order to be considered appropriately negotiated.

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

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

C. Part-time Employees

1. Part-time employees in this Unit eligible for membership in the LACERS in accordance with Charter Section 502 B (8) shall, upon written request to the appointing authority be certified as LACERS members under the following conditions:
 - a. Half-time employees hired in accordance with Civil Service provisions of the Charter shall be certified as members upon appointment, or anytime thereafter.
 - b. Half-time employees who are exempt from Civil Service shall be certified following two years of continuous half-time service of at least 1000 compensated hours during each of the two years.
2. This provision shall not apply to employees certified as LACERS members prior to January 24, 1990.

ARTICLE 51 PROVISIONS OF LAW AND SEPARABILITY

It is understood and agreed that this MOU is subject to all applicable Federal and State laws, City ordinances and regulations, the Charter of the City of Los Angeles, and any lawful rules and regulations enacted by the City's Civil Service Commission, Employee Relations Board, or similar independent commissions of the City. If any part or provision of this MOU is in conflict or inconsistent with such applicable provisions of Federal, State, or

local law or regulations, or is otherwise held to be invalid or unenforceable by any court of competent jurisdiction, such 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: the parties agree to negotiate promptly a replacement for such part or provision.

The parties understand that some employees covered by this MOU may also be covered by the Fair Labor Standards Act of 1938, as amended, 29 U.S.C. Section 201 et seq. (FLSA). To the extent that any provision herein conflicts with the FLSA, employees covered by the FLSA shall receive benefits required thereunder and any additional benefits set forth herein if compatible with the FLSA.

ARTICLE 52 CITY- UNION RELATIONSHIP

A. Continuity of Service to the Public

The City of Los Angeles is engaged in public services requiring continuous operations that are necessary to maintain the health and safety of all citizens. The obligation to maintain these public services is imposed both upon the City and the Union during the term of this MOU and the certification of the Union as the exclusive representative of the employees in this representation unit.

B. Mutual Pledge of Accord

Inherent in the relationship between the City and its employees is the obligation of the City to deal justly and fairly with its employees and of the employees to cooperate with their fellow employees and the City in the performance of their public service obligation.

It is the purpose of this MOU to promote and ensure harmonious relations, cooperation and understanding between the City and the employees represented by the Union and to establish and maintain proper standards of wages, hours and other terms or conditions of employment.

C. No Strike - No Lockout

In consideration of the mutual desire of the parties to promote and ensure harmonious relations and in consideration of the Mutual Pledge of Accord, the City agrees that there shall be no lockout or the equivalent of 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. Should such a strike or concerted action by Union members occur, the Union shall immediately instruct its members to return to work. It is mutually understood and agreed that the City has the absolute right to impose discipline and, in that regard, shall have the right to take disciplinary action, including discharge, against any employee who participates in any manner in any strike or slowdown, withholding of services, picketing in support of a strike, or other concerted action. 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 Paragraph C shall not detract in any way from any restrictions imposed by law on strikes and other types of work stoppages by public employees.

**ARTICLE 53 AMENDMENT OF MEMORANDUM OF UNDERSTANDING TO
INCLUDE NEW CLASSES**

Upon written notification from the Office of the CAO to the Controller, this MOU shall be amended to incorporate the class and salary of any class accreted to this bargaining unit after the adoption of the MOU.

ARTICLE 54 DEPENDENT CARE REIMBURSEMENT ACCOUNT

During the term of this MOU, Management agrees to maintain a Dependent Care Reimbursement Account (DCRA), qualified under Section 129 of the Internal Revenue Code, for employees who are members of LACERS, provided that sufficient enrollment is maintained to continue to make the account available.

Enrollment in the DCRA is at the discretion of each employee. All contributions into the DCRA and related administrative fees shall be paid by employees who are enrolled in the plan.

As a qualified Section 129 plan, the DCRA shall be administered according to the rules and regulations specified for such plans by the Internal Revenue Service.

ARTICLE 55 RELEASE TIME

The appointing authority may grant to elected officers or appointed representatives of the Union time off for employee organization representation activities not to exceed 80 hours per year as provided below. No more than one employee in a department shall be allowed concurrent release time under this Article without the consent of the CAO and affected department.

The Union elected officials and representatives may use a bank of 80 hours each fiscal year. The 80 hour cap is for the bargaining unit and not an individual bank of 80 hours for each employee.

On July 1st of each year the Union (Executive Director of his/her designee) shall provide the CAO with a written list of the Union elected officers and/or appointed representatives. The Union shall notify the CAO in writing of any changes to the list of designated Union officers or representatives.

- A. The employee shall submit a request for release time off from his/her assigned work days at least seven (7) calendar days prior to the effective release date, specifying the starting and ending dates of release. The affected department will waive this requirement when the need for release time could not be anticipated seven (7) calendar days in advance and the employee's absence does not create an operational problem.

- B. The employee shall be paid the employee's current salary by the City while the employee is performing these duties for the Union.
- C. Employee 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.
- D. The Union shall reimburse the City for all salary and benefits costs incurred as a result of release time, including but not limited to, vacation, sick leave, compensated time off, retirement, short-term disability, life insurance, medical, dental and workers' compensation. The benefits cost shall be based on the benefits rates established by the CAO as contained in the City Budget in effect during the period of release time, and the cost of other benefits approved by the Joint Labor Management Benefits Committee that become effective during this period.
- E. Payment of any overtime worked while on release time shall be the responsibility of the Union.
- F. The Union shall make quarterly payments to the Controller of all reimbursable costs identified in Section D above or in a manner prescribed by the CAO.
- G. Employees on release time pursuant to this article shall code such time on their timesheets as UT (Union time off) and indicate the amount of time used. The Union (Executive Director or his/her designee) may be required to certify the employee's time spent pursuant to this article.
- H. Injuries incurred while on Union release time shall not qualify for IOD or workers' compensation benefits.
- I. The employee must have passed probation in his/her current class to be eligible for release time.
- J. 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.
- K. The CAO shall maintain a list of employees who have been approved for release time and the approved duration.

ARTICLE 56 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 2.
- 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 57 DISABILITY INSURANCE PLAN

During the term of this MOU, Management agrees to maintain a Disability Insurance Plan for active employees who are members of LACERS. The City's Joint Labor-Management Benefits Committee shall determine the benefits and provider of the plan. Enrollment in the Disability Insurance Plan is at the discretion of each employee. The full cost of the premiums shall be paid by the individual employees who enroll in the plan.

Management shall expend for active employees of this Unit who are members of LACERS the sum necessary to cover the cost of a basic disability insurance plan. Management shall also maintain a Supplemental Disability Insurance Plan, enrollment in which is at the discretion of each employee. The full cost of the Supplemental Disability Insurance Plan premiums shall be paid by the individual employees who enroll in the plan.

ARTICLE 58 EMPLOYEE ASSISTANCE PROGRAM

Management will expend for active employees who are members of LACERS, and their eligible dependents, the sum necessary to cover the cost of an Employee Assistance Program (EAP). The benefits and services of the EAP and the EAP provider shall be determined by the City's Joint Labor-Management Benefits Committee.

ARTICLE 59 EDUCATIONAL LEAVE

Effective July 1, 2008, through June 30, 2012, Management will grant an aggregate of 120 hours of paid release time off for Union-sponsored education or training purposes to be divided among all Unit members (during the hours an employee is normally scheduled to work) as determined by the Union, provided that the total number of hours do not exceed 120. Employees shall provide at least seven (7) calendar days' notice, except that employees in fixed post positions must provide at least fourteen (14) days' notice, when requesting release time from their work schedule to attend an educational or training program under this Article. This benefit ceases at midnight on June 30, 2012.

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

All City Employees Association
Local 2006 AFSCME, Professional
Medical Services Unit

City of Los Angeles
Representatives



Cheryl Parisi, Executive Director
AFSCME, Council 36

Date 12/10/07



Karen L. Sisson
City Administrative Officer

Date 12/10/07

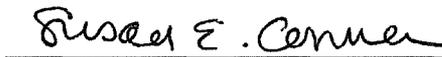


ACEA, Local 2006, AFSCME

Date 12/10/07

Department of Aging

Date _____



ACEA, Local 2006, AFSCME

Date 12.10.07



Department of Animal Services

Date 1-4-08



ACEA, Local 2006, AFSCME

Date 12/10/07



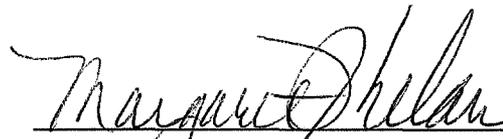
Fire Department

Date 1/3/08



ACEA, Local 2006, AFSCME

Date 12/12/07



Personnel Department

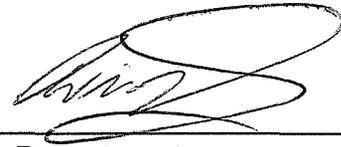
Date 12/10/07

ACEA, Local 2006, AFSCME

Date _____

ACEA, Local 2006, AFSCME

Date _____



Police Department

Date 1/3/08



Zoo Department

Date 1/3/08

FOR THE CITY ATTORNEY:



12/7/2007
Date

APPENDIX A

Operative on July 1, 2007

CLASS CODE	TITLE	SALARY RANGE	ANNUAL RANGE	
2325 1	Advance Practice Provider Correctional Care I	3268	68,235-	84,752
2325 2	Advance Practice Provider Correctional Care II	3514	73,372-	91,162
2312	Clinical Assistant	3306 (2)	72,871-	85,754
2317 1	Correctional Nurse I	2569 (2)	56,627-	66,649
2317 2	Correctional Nurse II	2889 (2)	63,684-	74,959
2317 3	Correctional Nurse III	3067 (5)	79,574-	79,574
2322	Emergency Medical Services Educator	3233	67,505-	83,854
2379	Fire Psychologist	4416	92,206-	114,548
2332	Licensed Vocational Nurse	1946	40,632-	50,509
2323	Nutritionist	2674	55,833-	69,342
2314	Occupational Health Nurse	2592 (3)	60,343-	67,254
2380 1	Occupational Psychologist I	3939	82,246-	102,187
2380 2	Occupational Psychologist II	4621	96,486-	119,872
2380 3	Occupational Psychologist III	4877	101,831-	126,512
2344 1	Pharmacist I	3426 (3)	79,741-	88,886
2344 2	Pharmacist II	3615 (3)	84,146-	93,793
0651	Physician I	5576 (5)	144,657-	144,657
0655	Physician II	5882 (5)	152,591-	152,591
2382 1	Police Psychologist I	4215	88,009-	109,349
2382 2	Police Psychologist II	4849	101,247-	125,760
2381	Psychological Assistant	3158	65,939-	81,912
2321	Relief Correctional Nurse	41.07 HR		
2365 1	Veterinarian I	3543 (3)	82,476-	91,935
2365 2	Veterinarian II	3857	80,534-	100,057
2365 3	Veterinarian III	4069	84,960-	105,569
2367 1	Zoo Veterinarian I	3543	73,977-	91,935
2367 2	Zoo Veterinarian II	3857 (3)	89,763-	100,057
2367 3	Zoo Veterinarian III	4069 (3)	94,712-	105,569

APPENDIX B

Operative on January 1, 2008

CLASS CODE	TITLE	SALARY RANGE	ANNUAL RANGE	
2325 1	Advance Practice Provider Correctional Care I	3332	69,572-	86,443
2325 2	Advance Practice Provider Correctional Care II	3584	74,833-	92,979
2312	Clinical Assistant	3372 (2)	74,333-	87,466
2317 1	Correctional Nurse I	2621 (2)	57,775-	67,985
2317 2	Correctional Nurse II	2948 (2)	64,979-	76,463
2317 3	Correctional Nurse III	3130 (5)	81,202-	81,202
2322	Emergency Medical Services Educator	3297	68,841-	85,524
2379	Fire Psychologist	4504	94,043-	116,844
2332	Licensed Vocational Nurse	1986	41,467-	51,511
2323	Nutritionist	2727	56,939-	70,741
2314	Occupational Health Nurse	2645 (3)	61,554-	68,612
2380 1	Occupational Psychologist I	4018	83,895-	104,254
2380 2	Occupational Psychologist II	4714	98,428-	122,273
2380 3	Occupational Psychologist III	4975	103,878-	129,038
2344 1	Pharmacist I	3495 (3)	81,348-	90,661
2344 2	Pharmacist II	3688 (3)	85,838-	95,672
0651	Physician I	5689 (5)	147,580-	147,580
0655	Physician II	6000 (5)	155,660-	155,660
2382 1	Police Psychologist I	4300	89,784-	111,541
2382 2	Police Psychologist II	4945	103,251-	128,266
2381	Psychological Assistant	3220	67,233-	83,541
2321	Relief Correctional Nurse	41.89 HR		
2365 1	Veterinarian I	3614 (3)	84,126-	93,772
2365 2	Veterinarian II	3935	82,162-	102,082
2365 3	Veterinarian III	4152	86,693-	107,678
2367 1	Zoo Veterinarian I	3614	75,460-	93,772
2367 2	Zoo Veterinarian II	3935 (3)	91,580-	102,082
2367 3	Zoo Veterinarian III	4152 (3)	96,612-	107,678

APPENDIX C

Operative on July 1, 2008

CLASS CODE	TITLE	SALARY RANGE	ANNUAL RANGE	
2325 1	Advance Practice Provider Correctional Care I	3433	71,681-	89,032
2325 2	Advance Practice Provider Correctional Care II	3693	77,109-	95,777
2312	Clinical Assistant	3473 (2)	76,567-	90,097
2317 1	Correctional Nurse I	2700 (2)	59,529-	70,052
2317 2	Correctional Nurse II	3036 (2)	66,920-	78,759
2317 3	Correctional Nurse III	3224 (5)	83,645-	83,645
2322	Emergency Medical Services Educator	3396	70,908-	88,093
2379	Fire Psychologist	4640	96,883-	120,352
2332	Licensed Vocational Nurse	2046	42,720-	53,056
2323	Nutritionist	2809	58,651-	72,871
2314	Occupational Health Nurse	2874 (3)	66,879-	74,562
2380 1	Occupational Psychologist I	4139	86,422-	107,386
2380 2	Occupational Psychologist II	4854	101,351-	125,948
2380 3	Occupational Psychologist III	5123	106,968-	132,901
2344 1	Pharmacist I	3599 (3)	83,771-	93,375
2344 2	Pharmacist II	3798 (3)	88,406-	98,533
0651	Physician I	5860 (5)	152,006-	152,006
0655	Physician II	6180 (5)	160,338-	160,338
2382 1	Police Psychologist I	4428	92,456-	114,882
2382 2	Police Psychologist II	5093	106,341-	132,129
2381	Psychological Assistant	3317	69,258-	86,046
2321	Relief Correctional Nurse	43.15 HR		
2365 1	Veterinarian I	3724 (3)	86,673-	96,591
2365 2	Veterinarian II	4053	84,626-	105,152
2365 3	Veterinarian III	4275	89,262-	110,915
2367 1	Zoo Veterinarian I	3724	77,757-	96,591
2367 2	Zoo Veterinarian II	4053 (3)	94,336-	105,152
2367 3	Zoo Veterinarian III	4275 (3)	99,493-	110,915

APPENDIX D

Operative on July 1, 2009

CLASS CODE	TITLE	SALARY RANGE	ANNUAL RANGE	
2325 1	Advance Practice Provider Correctional Care I	3535	73,810-	91,705
2325 2	Advance Practice Provider Correctional Care II	3803	79,406-	98,658
2312	Clinical Assistant	3577 (2)	78,843-	92,791
2317 1	Correctional Nurse I	2782 (2)	61,325-	72,182
2317 2	Correctional Nurse II	3128 (2)	68,946-	81,119
2317 3	Correctional Nurse III	3322 (5)	86,172-	86,172
2322	Emergency Medical Services Educator	3499	73,059-	90,765
2379	Fire Psychologist	4779	99,785-	123,965
2332	Licensed Vocational Nurse	2107	43,994-	54,643
2323	Nutritionist	2894	60,426-	75,064
2314	Occupational Health Nurse	2962 (3)	68,925-	76,818
2380 1	Occupational Psychologist I	4263	89,011-	110,601
2380 2	Occupational Psychologist II	5001	104,420-	129,727
2380 3	Occupational Psychologist III	5277	110,183-	136,889
2344 1	Pharmacist I	3708 (3)	86,297-	96,173
2344 2	Pharmacist II	3913 (3)	91,058-	101,498
0651	Physician I	6036 (5)	156,579-	156,579
0655	Physician II	6365 (5)	165,140-	165,140
2382 1	Police Psychologist I	4562	95,254-	118,348
2382 2	Police Psychologist II	5247	109,557-	136,117
2381	Psychological Assistant	3417	71,346-	88,636
2321	Relief Correctional Nurse	44.44 HR		
2365 1	Veterinarian I	3835 (3)	89,262-	99,493
2365 2	Veterinarian II	4175	87,174-	108,305
2365 3	Veterinarian III	4404	91,955-	114,255
2367 1	Zoo Veterinarian I	3835	80,074-	99,493
2367 2	Zoo Veterinarian II	4175 (3)	97,176-	108,305
2367 3	Zoo Veterinarian III	4404 (3)	102,500-	114,255

APPENDIX E

Operative on July 1, 2010

CLASS CODE	TITLE	SALARY RANGE	ANNUAL RANGE	
2325 1	Advance Practice Provider Correctional Care I	3614	75,460-	93,772
2325 2	Advance Practice Provider Correctional Care II	3888	81,181-	100,871
2312	Clinical Assistant	3658 (2)	80,639-	94,879
2317 1	Correctional Nurse I	2845 (2)	62,724-	73,811
2317 2	Correctional Nurse II	3197 (2)	70,470-	82,935
2317 3	Correctional Nurse III	3397 (5)	88,114-	88,114
2322	Emergency Medical Services Educator	3578	74,708-	92,812
2379	Fire Psychologist	4886	102,019-	126,762
2332	Licensed Vocational Nurse	2154	44,975-	55,875
2323	Nutritionist	2959	61,783-	76,755
2314	Occupational Health Nurse	3027 (3)	70,449-	78,530
2380 1	Occupational Psychologist I	4359	91,015-	113,086
2380 2	Occupational Psychologist II	5114	106,780-	132,672
2380 3	Occupational Psychologist III	5396	112,668-	139,980
2344 1	Pharmacist I	3791 (3)	88,218-	98,345
2344 2	Pharmacist II	4001 (3)	93,125-	103,815
0651	Physician I	6172 (5)	160,108-	160,108
0655	Physician II	6509 (5)	168,857-	168,857
2382 1	Police Psychologist I	4665	97,405-	121,020
2382 2	Police Psychologist II	5366	112,042-	139,186
2381	Psychological Assistant	3494	72,954-	90,640
2321	Relief Correctional Nurse	45.44 HR		
2365 1	Veterinarian I	3921 (3)	91,266-	101,727
2365 2	Veterinarian II	4270	89,157-	110,748
2365 3	Veterinarian III	4504	94,043-	116,844
2367 1	Zoo Veterinarian I	3921	81,870-	101,727
2367 2	Zoo Veterinarian II	4270 (3)	99,368-	110,748
2367 3	Zoo Veterinarian III	4504 (3)	104,818-	116,844

APPENDIX F

Operative on July 1, 2011

CLASS CODE	TITLE	SALARY RANGE	ANNUAL RANGE	
2325 1	Advance Practice Provider Correctional Care I	3696	77,172-	95,902
2325 2	Advance Practice Provider Correctional Care II	3976	83,018-	103,147
2312	Clinical Assistant	3740 (2)	82,455-	97,008
2317 1	Correctional Nurse I	2910 (2)	64,143-	75,481
2317 2	Correctional Nurse II	3270 (2)	72,078-	84,794
2317 3	Correctional Nurse III	3473 (5)	90,097-	90,097
2322	Emergency Medical Services Educator	3659	76,399-	94,900
2379	Fire Psychologist	4996	104,316-	129,623
2332	Licensed Vocational Nurse	2202	45,977-	57,149
2323	Nutritionist	3026	63,182-	78,509
2314	Occupational Health Nurse	3097 (3)	72,078-	80,325
2380 1	Occupational Psychologist I	4458	93,083-	115,633
2380 2	Occupational Psychologist II	5229	109,181-	135,657
2380 3	Occupational Psychologist III	5517	115,194-	143,132
2344 1	Pharmacist I	3877 (3)	90,222-	100,558
2344 2	Pharmacist II	4093 (3)	95,255-	106,175
0651	Physician I	6311 (5)	163,720-	163,720
0655	Physician II	6655 (5)	172,657-	172,657
2382 1	Police Psychologist I	4770	99,597-	123,735
2382 2	Police Psychologist II	5486	114,547-	142,318
2381	Psychological Assistant	3574	74,625-	92,686
2321	Relief Correctional Nurse	46.46 HR		
2365 1	Veterinarian I	4010 (3)	93,334-	104,024
2365 2	Veterinarian II	4366	91,162-	113,232
2365 3	Veterinarian III	4606	96,173-	119,475
2367 1	Zoo Veterinarian I	4010	83,728-	104,024
2367 2	Zoo Veterinarian II	4366 (3)	101,602-	113,232
2367 3	Zoo Veterinarian III	4606 (3)	107,198-	119,475

APPENDIX G

SALARY NOTES

- Note 1:** Any person employed in the class of Veterinarian, Code 2365, shall receive a salary at the second premium level rate above the appropriate step rate of the salary range prescribed for the class for each day he/she spends 50% or more of his/her time performing surgery.
- Note 2:** Dr. Hellal Dabbous and Dr. Ellen M. Goudlock, while employed in the class and pay grade of Physician I, Code 0651, shall receive salary at the second premium rate above the appropriate step rate of the salary range prescribed for this class and pay grade. If Dr. Hellal Dabbous or Dr. Ellen M. Goudlock qualifies for the Board Certification Salary Note 3 or 4, said employee shall be paid under the provision of Salary Note 3 or 4. Employees shall not receive Salary Note 2, 3 or 4 simultaneously.
- Note 3:** Any person employed in the class and pay grade of Physician I, Code 0651, shall receive salary at the fourth premium rate above the appropriate step rate to the salary range prescribed for this class and pay grade upon presentation to his/her appointing authority of satisfactory proof that he/she has been duly authorized as a medical specialist and holds a valid certificate therefor issued by an approved American Board of Medical Specialties or Advisory Board for Osteopathic Specialties and is assigned to provide professional services in the field of specialty for which he/she has been certified, and which is relevant and applicable to the duties performed, as determined by the Medical Director.
- Note 4:** Any person employed in the class and pay grade of Physician II, Code 0655, shall receive salary at the third premium rate above the appropriate step rate to the salary range prescribed for this class and pay grade upon presentation to his/her appointing authority of satisfactory proof that he/she has been duly authorized as a medical specialist and holds a valid certificate therefor issued by an approved American Board of Medical Specialties or Advisory Board for Osteopathic Specialties and is assigned to provide professional services in the field of specialty for which he/she has been certified, and which is relevant and applicable to the duties performed, as determined by the Medical Director.
- Note 5:** Operative July 1, 2005, any person employed in the classification of Correctional Care Nurse, Class Code 2317, shall receive salary at the first premium rate above the appropriate step rate of the salary range prescribed for this class and pay grade upon presentation to his/her appointing authority of satisfactory proof that he/she has been granted professional nursing certification by a professional organization which is relevant and applicable to the duties performed, as determined by the Director.

- Note 6:** One full-time person employed in the class and pay grade of Police Psychologist II, Code 2382-2, when regularly assigned as Commanding Officer, Behavioral Science Services, shall receive salary at the second premium rate above the appropriate step rate of the salary range prescribed for this class and pay grade.
- Note 7:** Any person employed in the class of Occupational Health Nurse, Code 2314, when regularly assigned to work in the Rehabilitation Office, shall receive salary at the second premium level rate above the step rate of the salary range prescribed for the class.
- Note 8:** Any person employed in the class of Occupational Health Nurse, Code 2314, when regularly assigned to work in the City Jail System, or when assigned to work in the City Jail System 50% or more of his/her time in any one day shall receive salary at the second premium level rate above the appropriate step rate of the salary range prescribed for the class for each day so assigned.
- Note 9:** Employees covered by the MOU shall not be eligible for adjusted salary under the noise provisions of LAAC Section 4.61, Schedule A, Note K.
- Note 10:** The hourly compensation for all employees in the class and pay grades of Relief Correctional Nurse, Code 2321, is the total compensation for the class. The hourly compensation is specified in Appendix H. No bonuses, premiums or other benefits provided by this MOU or the LAAC will apply except that Relief Correctional Nurses who work an eight-hour night shift (11:00 p.m. to 7:00 a.m.) starting the day before Thanksgiving Day, Christmas Day or New Year's Day or an eight-hour day shift (7:00 a.m. to 3:00 p.m.) or an eight-hour evening shift (3:00 p.m. to 11:00 p.m.) on Thanksgiving Day, Christmas Day, New Year's Day, or 4th of July will receive \$100.
- Note 11:** Any person employed in the classification of Advance Practice Provider, Class Code 2325, shall receive salary at the second premium rate above the appropriate step rate of the salary range prescribed for this class and pay grade upon presentation to his/her appointing authority of satisfactory proof that he/she has been certified by a recognized national professional organization in a nurse practitioner specialty that is relevant and applicable to the duties performed , as determined by the Director.
- Note 12:** Effective January 1, 2008, any full-time employee in the class and pay grades of Veterinarian I, II, and III (Codes 2365-1, 2365-2, and 2365-3) hired into the class of Veterinarian (Code 2365) subsequent to January 1, 2007 shall, upon completion of six (6) months of successful City service, receive a one-time, lump sum payment of \$1,000.00.

Note 13: Effective January 1, 2009, any full-time employee in the class and pay grades of Veterinarian I, II, and III (Codes 2365-1, 2365-2, and 2365-3) who has completed two (2) years of successful City service from the date of his/her initial hire into the class of Veterinarian (Code 2365) shall receive a one-time, lump sum payment of \$4,000.00. If an employee separates from City service within six months of receipt of this payment, then the entire \$4,000.00 amount shall be repaid to the City. If separation of service occurs within six months to 12 months following receipt of the payment, then \$2,000.00 shall be repaid to the City. Employees who remain employed in the class of Veterinarian 12 months or more following receipt of the payment shall be entitled to the full amount without a repayment obligation upon separation from City service. Employees who receive the \$4,000.00 payment shall execute an agreement to allow the City Controller to recover this payment as described above in this Note.

APPENDIX H

RELIEF CORRECTIONAL NURSE – CLASS CODE 2321 HOURLY RATES

<u>Work Shift</u>	<u>Operative July 1, 2007</u>	<u>Operative January 1, 2008</u>	<u>Operative July 1, 2008</u>	<u>Operative July 1, 2009</u>	<u>Operative July 1, 2010</u>	<u>Operative July 1, 2011</u>
Weekday Day Shift	\$41.07	\$41.89	\$43.15	\$44.44	\$45.44	\$46.46
Weekday Evening Shift	\$42.19	\$43.03	\$44.32	\$45.65	\$46.68	\$47.73
Weekday Night Shift	\$43.31	\$44.18	\$45.51	\$46.88	\$47.93	\$49.01
Weekend Day Shift	\$42.19	\$43.03	\$44.32	\$45.65	\$46.68	\$47.73
Weekend Evening Shift	\$43.31	\$44.18	\$45.51	\$46.88	\$47.93	\$49.01
Weekend Night Shift	\$44.45	\$45.34	\$46.70	\$48.10	\$49.18	\$50.29
Day Shift	7:00 a.m. – 3:00 p.m.					
Evening Shift	3:00 p.m. – 11:00 p.m.					
Night Shift	11:00 p.m. – 7:00 a.m.					

LETTER OF INTENT

Positive Timekeeping for Physicians

The undersigned parties agree that effective on the MOU adoption date, the Physicians assigned to the City jails will record all hours worked and absences on their timesheets and submit their timesheets in accordance with the Personnel Department deadlines.

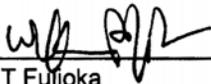
The undersigned parties also agree that effective January 1, 2006, Physicians assigned to a 216 hours in a 6 week deployment period ("72-hour schedule") will be scheduled to work 240 hours in a 6 week deployment period.

FOR THE UNION:

FOR MANAGEMENT:



Cheryl Parisi, Executive Director
AFSCME, Council 36



William T Fujioka
City Administrative Officer

Date

7-6-05

Date

Margaret Whelan, General Manager
Personnel Department

Date

Date

LETTER OF INTENT

**PERSONNEL DEPARTMENT JOINT LABOR-MANAGEMENT COMMITTEE
MEDICAL SERVICES DIVISION**

During the term of this 2007-2012 Memorandum of Understanding, the undersigned parties agree to form a Joint Labor-Management Committee – Medical Services Division (JLMC-MSD) to address issues, such as standards of care, work environment, scheduling, professionalism, and safety. The JLMC-MSD will meet bimonthly at the Van Nuys Jail Dispensary and will be comprised of the following members: Managing Physician, Medical Services Administrator, Nurse Manager, Personnel Department Human Resources representative, Union president or designee, Union business representative, and two union members.

FOR THE UNION:



Cheryl Parsi, Executive Director
AFSCME, Council 36

Date: 12/10/07

FOR THE PERSONNEL DEPARTMENT:



Margaret Whelan, General Manager
Personnel Department

Date: 12/10/07

**LETTER OF AGREEMENT
2007-2012 MEMORANDUM OF UNDERSTANDING
Mutual Commitment to LA's Future**

The City of Los Angeles and AFSCME Local 2006, Council 36, 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 (TUT) litigation. In the event the TUT 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# 07-0600-S43 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.

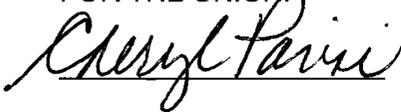
This letter of agreement does not confer the right to modify the terms and conditions of this MOU or to restrict the rights the parties have by law.

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 CAO'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 CAO'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.

FOR THE UNION:



12/10/07
Date

FOR THE CITY:



Karen L. Sisson
City Administrative Officer

12/10/07
Date

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				

TA
KAL
9/30/07

TA
CP
9/30/07

DN
9/30/07

C.R.
9/30/07

MF
9/30/07

IMPLEMENTING MUTUAL GAINS BARGAINING

TA
KJH
9/30/07

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.

TA
9/30/07

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.

DW
09/30/07

L.R.
9/30/07

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.

MEF
9/30/07

9/30/07

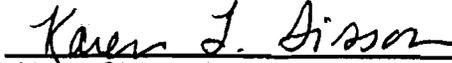
3. BONUS AND CODES COMMITTEE

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.

LETTER OF INTENT

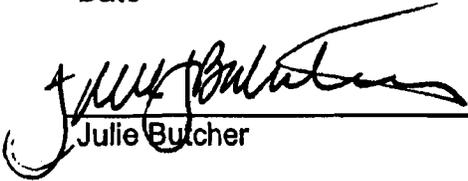
The Coalition of Unions and City Management have engaged in the mutual gains process to reach resolution on Memoranda of Understanding (MOU). The parties agree to continue the mutual gains process in the Part-Time Subcommittee as it relates to addressing the issue of reviewing the termination of part-time employees.


Cheryl Parisi

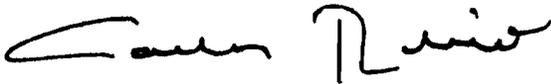

Karen Sisson

09/30/07
Date

9/30/07
Date


Julie Butcher

09/30/07
Date


Carlos Rubio

9/30/07
Date