

**MEMORANDUM OF UNDERSTANDING NO. 11
FOR JOINT SUBMISSION TO THE CITY COUNCIL
REGARDING THE RECREATIONAL REPRESENTATION UNIT**

**THIS MEMORANDUM OF UNDERSTANDING (hereinafter "MOU") made
and entered into this 10th day of December, 2007**

BY AND BETWEEN

**THE HEADS OF DEPARTMENTS, OFFICES OR BUREAUS REPRESENTED
HEREIN and
THE CITY ADMINISTRATIVE OFFICER
(hereinafter "Management")**

AND

**LOCAL NO. 901, THE AMERICAN FEDERATION OF STATE, COUNTY AND
MUNICIPAL EMPLOYEES, AFL-CIO, (hereinafter "Union" or "AFSCME")**

July 1, 2007 through June 30, 2012

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LETTER OF INTENT

Payroll System

LETTER OF AGREEMENT

Mutual Commitment to LA’s Future
Implementing Mutual Gains Bargaining
Gains Sharing JLMC

ARTICLE 1 RECOGNITION

Local 901, American Federation of State, County, and Municipal Employees (AFSCME), Council 36, AFL-CIO, was certified on July 6, 1977, by the Employee Relations Board (ERB) as the majority representative of employees in the Recreational Unit (hereinafter "Unit"). Accordingly, Management recognizes Local 901, AFSCME 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 used herein shall refer only to employees in the classifications listed in the Appendices, as well as such classes as may be added to the Unit by the ERB.

ARTICLE 2 IMPLEMENTATION OF MOU

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

- A. The Union has notified the City Administrative Officer (hereinafter "CAO") in writing that it has approved this MOU in its entirety; and
- B. The administrative heads of those departments, offices or bureaus represented herein approved this MOU in its entirety in the manner required by law; and
- C. The City Council (hereinafter "Council") has approved this MOU in its entirety; and
- D. Where resolutions, ordinances or amendments to applicable codes are required, this MOU shall not be binding, in whole or in part, until all such resolutions, ordinances or amendments become effective.

ARTICLE 3 NEW EMPLOYEE INFORMATION

The Union will give Management a packet of information for dissemination to each new employee in the Unit at the department's orientation meetings. The material in the packet shall be subject to the approval of the Departmental Employee Relations Representative.

The Union shall be responsible for insuring that an adequate supply for such distribution is on hand at all times.

ARTICLE 4 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 5 NONDISCRIMINATION

The parties mutually reaffirm their respective policies of nondiscrimination in the treatment of any employee because of race, religion, color, sex, age, union activity, national origin, creed, ancestry, disability, marital status, or sexual orientation. The parties 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 Los Angeles Administrative Code (LAAC).

ARTICLE 6 BULLETIN BOARDS

Section I

Management will provide bulletin boards or space at locations reasonably accessible to Union members, including the boxes designated for each Recreation Center, in the region/district offices for the following purposes:

- A. Notices of Union meetings.
- B. Notices of Union elections and their results.
- C. Notices of Union recreational and social events.
- D. Notices of official Union business.
- E. Any other communication which has received the prior approval of the Departmental Management Representative.

Section II

All notices or other communications shall be identified with an official stamp of the Union. The Union shall place a removal date on all notices and other communications, and if requested by Management all such notices and other communications shall be submitted to the designated representative of Management before posting. Such posting will occur within twenty-four (24) hours of submission.

ARTICLE 7 AGENCY SHOP FEES/PAYROLL DUES DEDUCTIONS

The following agency shop provisions shall apply to employees in classifications listed in Appendices A through F herein.

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 for 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 City Employees' Retirement System.)

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.

Payroll deductions for Union dues and agency shop fees shall be increased proportionally in the same pay period as the implementation of any general salary increases for the Unit.

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 Los Angeles Administrative Code.

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, layoff, 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 ERB for resolution.

2. Religious Objections

Any employee who is a member of a bonafide religion, body, or sect which has historically held conscientious objections to joining or financially supporting public employee organizations shall not be required to join or financially support the organization. Such employee shall, in lieu of periodic dues or agency shop fees, pay sums equal to said amounts to a non-religious, non-labor charitable fund exempt from taxation under Section 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 8 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 shall it exceed fifteen (15) minutes without the 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 9 EMPLOYMENT OPPORTUNITIES

The Personnel Department will e-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 e-mailed two (2) calendar days prior to the date that said bulletins are scheduled to be promulgated by the General Manager Personnel Department or approved by the Civil Service Commission.

Management will notify employees of any educational or scholarship opportunities that are brought to the attention of the Department. Notification will be made through normal departmental methods, including the Weekly Bulletin.

ARTICLE 10 WORK ACCESS

A Union Representative shall have access to the facilities of the departments, offices or bureaus represented herein during working hours for the purpose of assisting employees in the presenting of grievances when such Union assistance is requested by the grievant(s).

Said Representative shall request authorization for such a visit by contacting the designated representative of the head of the department, office or bureau. In the event immediate access cannot be authorized, the designated representative shall inform the staff representative as to the time when access can be granted. The Union shall give to all heads of departments, offices or bureaus a written list of its Union Representatives, and only those individuals listed will be allowed access.

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

ARTICLE 11 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 City operations. Participating employees will attend said meetings on their own time.

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

ARTICLE 12 SAFETY

Section I - Clothing and Devices

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 - Threat to Personal Safety

If an immediate threat to personal health or safety exists at a recreation facility, the staff member in charge shall use whatever reasonable means available to secure the immediate safety of the staff and patrons at the facility. The employee shall then contact his/her District Supervisor to seek assistance and further instructions.

If such a condition or emergency occurs during working hours when the District Office is closed, the employee shall contact the Park Ranger.

Section III - Hazardous Conditions

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

- 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 IV - Cal/OSHA

If the procedures for handling a reported hazardous condition are not initiated, or if initiated, fail to effect a satisfactory solution of the problem within a reasonable time, the

employee or his/her representative may call the City Occupational Safety Office or Departmental Safety Engineer and report such hazard.

Unresolved complaints hereunder may be referred to the State Safety Engineer for processing under CAL/OSHA's rules and regulations.

Section V – Safety Committee

In an effort to ensure that safety-related problem solving approaches are inclusive and effective, the parties have mutually agreed that, in addition to the existing composition, a union designated representative from AFSCME Local 901 shall serve on the Recreation and Parks Department Safety Committee. Such designee will be afforded release time to attend all scheduled meetings of the Safety Committee.

ARTICLE 13 PERSONNEL FOLDERS

- A. An employee shall be entitled to review the contents of his/her departmental personnel folder at reasonable intervals, upon request, during hours when the Personnel Office is normally open for business. Such review shall not be scheduled at a time when it will interfere with the business of the Department.
- B. No disciplinary document shall be placed in an employee's departmental personnel folder unless the employee has been made aware that the item will be placed in the folder and the employee given or offered a copy of said document.
- C. Effective July 1, 2007 through the end of the payperiod that includes the date of Council approval of this MOU, upon request of the employee, adverse documents in the employee's folder may be sealed after five (5) years upon recommendation of the Department Personnel Director or Region Head.

Effective the start of the payperiod following the date of Council approval of this MOU, documents in an employee's folder may be sealed after four (4) years.

- D. Employee evaluations shall not be considered adverse documents for the purpose of this Article.
- E. Any employee requested to submit transcripts to the Department due to the nature of their assignment shall submit such transcript directly to the Department Personnel Office. The Personnel Office shall disseminate transcripts as needed in a confidential manner.

ARTICLE 14 CIVIC DUTY

Any employee, who is served with a subpoena by a court of competent jurisdiction or an administrative body to appear as a witness during his/her scheduled working period, unless he/she is a party to the litigation or an expert witness, shall receive his/her regular salary. Provided, however, that any witness fees received by the employee who receives regular salary pursuant to these provisions, except those fees received for services performed on a regular day off or holiday, shall be paid to the City and deposited in the General Fund. The absence of any employee for the purpose of serving as a witness during his/her scheduled working period shall be deemed an authorized absence with pay. Any money received as compensation for mileage is not to be considered as a part of the employee's pay for these purposes.

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 15 JURY SERVICE

Any full-time or half-time employee, as defined by Article 47 1.A. of this MOU, who is duly summoned to attend any court for the purpose of performing jury service or has been nominated and selected to serve on a Grand Jury shall, for those days during which jury service is actually performed and those days necessary to qualify for jury service, receive his/her regular salary; provided, however, that any jury attendance fees received by any employee who receives regular salary pursuant to this provision, except for those fees received for jury service performed on a regular day off or a holiday, shall be paid to the City and deposited in the General Fund. 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 the 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 as defined by Article 47 1.B. of this MOU for the purpose of performing jury service shall be deemed to be an authorized absence without pay. Any money received as compensation for mileage is not to be considered as a part of the employee's pay for these purposes.

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 16 COURT APPEARANCES

When an employee is required to appear in the Superior or Municipal Court in and for the County of Los Angeles outside of his/her normal duty hours but on a matter arising within the scope of his/her employment, said employee shall be entitled to receive a minimum of one hour at 1 and ½ times his/her regular rate of pay. Time spent in excess

of the one-hour minimum guarantee shall also be at the rate of 1 and ½ times the employee's regular rate of pay, payable in 6-minute increments. Provided however, that no such compensation shall be allowed unless the employee is in actual attendance in court. Such compensation for court appearances may be in either time off or cash.

ARTICLE 17 GRIEVANCE PROCEDURE

- A. The following procedure shall be used for grievances filed from July 1, 2007 through December 31, 2007. Grievances filed on or after January 1, 2008 shall be processed in accordance with the procedure described in B. below.

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

1. 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 ERB, the employee may elect to pursue the matter under either the grievance procedure herein provided or by action before the ERB. The employee's election of either procedure shall constitute a binding election of the remedy chosen and a waiver of the alternative remedy.
2. No grievant shall lose his/her right to process his/her grievance because of Management-imposed limitations in scheduling meetings.
3. 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.
4. 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.

5. Management shall notify the Union of any formal grievance filed that involves the interpretation and/or application of the provisions of this MOU, and a paid Union Staff Representative shall have the right to be present 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 of his/her intention. The Union is to be notified of the resolution of all other formal grievances.

Section III - Procedure

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

Step 1 - Informal Discussion - Immediate Supervisor

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 - Division Head

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 upon the immediate supervisor 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, the Division Head shall meet with the grievant and his/her representative, and a written decision or statement of the facts and issues shall be rendered 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 - General Manager

If the grievance is not settled at Step 2, the grievant may serve written notice of the grievance on said form upon the General Manager or designee within seven (7) calendar days following receipt of the grievance response at Step 2. Failure of the grievant to serve such notice shall constitute a waiver of the grievance. The appeal will be given to the immediate supervisor and will be heard by a committee consisting of the Personnel Director or designee and one (1) Assistant General Manager. The Assistant General Manager will be in line authority over the grievant. The committee will afford the grievant an opportunity to present oral and/or written arguments on the merits of the grievance and shall render a response, which is reviewed and approved by the General Manager within thirty (30) calendar days from the date of the hearing.

Step 4 - Mediation

If the written decision at Step 3 does not settle the grievance, within ten (10) calendar days of receipt of such response, the grievant and Union jointly may request mediation by letter to the Employee Relations Officer. This step is optional. Either the grievant/Union or Management may waive mediation and proceed directly to arbitration. Within ten (10) calendar days of receipt of a request for mediation, the Employee Relations Officer 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 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 5 - Arbitration

If the written decision at Step 3 or mediation does not settle the grievance, the grievant and the Union jointly may serve upon the head of the Department a written notice that a written request for arbitration has been filed with the ERB. The request for arbitration must be filed with the ERB within fifteen (15) calendar days following the date of service of the written decision of the General Manager or his/her designee. Failure of the grievant and the Union jointly to serve a written request for arbitration with the ERB 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 ERB, within seven (7) calendar days following receipt of said list.

1. Arbitration of a grievance hereunder shall be limited to the formal grievance originally filed by the employee. The proceedings shall be conducted in accordance with applicable rules and procedures adopted or specified by the ERB, unless the parties hereto agree to other rules or procedures for the conduct of such arbitration. The fees and expenses of the arbitrator shall be shared equally by the parties involved, it being mutually understood that all other expenses including, but not limited to, fees for witnesses, transcripts, and similar costs incurred by the parties during such arbitration, will be the responsibility of the individual incurring same.
2. The decision of an arbitrator resulting from any arbitration of a grievance hereunder shall be binding.
3. 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.

Section IV - Grievances Related to Reassignments

Steps 1 and 2 contained in Section III - Procedure may be waived when the grievance is related to a reassignment.

- B. 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

1. 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.

2. GRIEVANCE PROCESS RIGHTS

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

3. TIME, TIME LIMITS AND WAIVERS

“Business days” shall be defined as Monday thru Friday, exclusive of City Holidays, as defined in Article 29 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.

4. 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.

5. 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.

- Reassignment
- 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.

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. 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.

1. 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.

2. The decision of an arbitrator resulting from any arbitration of a grievance hereunder shall be binding upon the parties concerned.
3. The decision of an arbitrator resulting from any arbitration of grievances hereunder shall not add to, subtract from, or otherwise modify the terms and conditions of this Memorandum of Understanding.

PROCEDURE FOR GRIEVANCES AFFECTING A GROUP OF EMPLOYEES

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

PROCEDURE:

STEP 1

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

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

STEP 2

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

ARTICLE 18 UNION STEWARDS

- A. The Union will provide Management with a written list of the names of up to sixteen (16) union stewards. Management will accept changes to this list quarterly.

Management recognizes the right of each employee represented herein to represent himself/herself, or be represented by a representative of his/her choice, in the presenting of grievances in the informal discussion with his/her immediate supervisor and in all formal review levels. A steward may represent an employee in this unit at any step of the grievance procedure or in pre-disciplinary hearings (Skelly).

The employee may have a reasonable amount of paid time off to present his/her grievance or attend a Skelly meeting. The steward will receive paid time off only if he/she:

1. Is in the Recreational Unit and a member of the Union; and
2. Is employed within a reasonable distance of the employee being represented; and
3. Will serve as the employee's representative of record (i.e., the steward is the active representative in the specified process, not an observer or acting as an assistant to the paid union representative.

Before leaving his/her work location, the steward must obtain approval from his/her supervisor. Permission to leave will be granted unless such absence would cause an undue interruption of work. If such permission cannot be granted promptly, said steward will be informed when time will be made available. For grievances, such time will not be more than forty-eight (48) hours, excluding scheduled days off and/or legal holidays, after the time of the steward's request unless otherwise mutually agreed to. The denial of permission for the steward to leave at the time requested will automatically constitute an extension of time limits provided in the grievance procedure herein equal to the amount of the delay.

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

Time spent on grievances or Skelly hearings outside of regular working hours of the employee or his/her steward shall not be counted as work time for any

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

- B. In order to facilitate the expeditious resolution of workplace disputes at the lowest possible level, the parties agree to establish a joint Labor-Management training program for stewards and front-line supervisors.

No later than March 1, 2008, the Union and City 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 17, Grievance Procedure.

ARTICLE 19 EMPLOYEE RELATIONS

Meetings at reasonable intervals may be scheduled at the request of designated Union Representatives, including the President and Vice-President of AFSCME Local 901 and authorized paid staff representatives, or the Management Representative of the Department for the purpose of informally discussing potential employer-employee relations problems.

ARTICLE 20 ACTIONS BY EMPLOYEE RELATIONS BOARD

If any action(s) by the ERB prior to the expiration of this MOU result in any significant changes to the composition of this representational unit, the parties to this MOU will meet as soon as possible thereafter to consider any revisions or amendments thereto that may be required.

ARTICLE 21 CALENDAR FOR SUCCESSOR MOU

In the event that the Union or Management desires a successor MOU, that party shall serve upon the other during the period from March 1, 2012, through March 31, 2012, its written proposals for such successor MOU. Meet and confer sessions shall begin no later than thirty (30) calendar days following the delivery of either party's proposals to the other.

ARTICLE 22 SHIFT DIFFERENTIAL

Notwithstanding the provisions of Note N in Schedule A of Section 4.61 of the LAAC, any employee who is assigned a work schedule that ends at 9:00 p.m. or later shall receive for each such day worked salary at the second premium level rate above the appropriate step rate of the 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. The provisions of this Article shall not apply to employees in the classifications of Astronomical Lecturer, Code 6215; Astronomical Observer, Code 0847; Zoo Curator, Code 4297; Zoo Curator of Birds, Code 4276; Associate Zoo Curator of Birds, Code 4290; Zoo Curator of Education, Code 4300; and Zoo Curator of Reptiles, Code 4277.

ARTICLE 23 VACATIONS

Management's present practices with regard to vacations will be continued during the term of this Memorandum of Understanding. Such practices shall be in accordance with Sections 4.244 - 4.256 of the Los Angeles Administrative Code, except as provided herein.

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

At the completion of the fifth year of City service, employees receive 48 additional hours of vacation as a lump sum. At the completion of each year from the thirteenth through nineteenth year, and at the completion of the twenty-fifth year of City service, employees receive eight additional hours of vacation as a lump sum.

In accordance with Section 4.254 of the LAAC, an employee may accumulate vacation hours of a maximum of two (2) annual vacation periods. Such accrued vacation shall either be used by the employee or be paid in cash to the employee upon separation from City service by reason of resignation, discharge, retirement or death. In accordance with Section 4.248 of the LAAC, cash payment shall be at the salary rate current at the date of the separation.

Benefits for part-time employees will be subject to Article 47 of this MOU.

Vacation Accrual During Active Military Service

Employees called into active military service (other than temporary military leave) following their qualifying year of service for vacation shall 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 and receive cash payment of vacation hours accrued as of the date of the commencement of their military leave. Such request may be for all accrued time or a portion of the accrued time. The request shall be made prior to the employee's first day of their leave of absence and shall be accompanied by orders or other evidence of entry into the armed forces of the United States.

ARTICLE 24 VACATION SCHEDULE

Vacations will be scheduled as far in advance as possible. Consideration shall be given to the efficient operation of the Department, the desires of the employees, and seniority in grade of the employees represented herein. The availability or unavailability of buyback hours shall not interfere with the scheduling of vacations within Department operating guidelines.

ARTICLE 25 BILINGUAL DIFFERENTIAL

Practices of additional compensation for employees required to use a language other than English shall be in accordance with Sections 4.84 of the LAAC. Upon certification of the employee's bilingual qualification by the Personnel Department, bilingual premium compensation shall be effective the date of the assignment to the bilingual position.

ARTICLE 26 SIGN LANGUAGE PREMIUM

Any qualified employee who is covered by the provisions of this MOU and is requested by the Department Personnel Officer to utilize sign language shall receive compensation equal to the first premium level rate above the appropriate step rate of the salary range prescribed for his/her classification for each business day the skill is

used. Such practices of additional compensation shall be in accordance with Section 4.84.1 of the LAAC.

ARTICLE 27 HEALTH AND DENTAL BENEFITS

During the term of this MOU, the City will provide benefits in accordance with 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 Los Angeles Administrative Code Section 4.303.

Effective January 1, 2007, Management agrees to contribute a monthly sum not to exceed \$857.02 per month per full-time employee, effective the beginning of the pay period in which the Kaiser yearly premium rate change is implemented, toward the cost of a City-sponsored health plan for employees who are members of the Los Angeles City Employees' Retirement System (LACERS).

Effective January 1, 2008, Management agrees to contribute for each full-time employee who is a member of LACERS a subsidy equal to the cost of his/her medical plan, not to exceed \$948.36.

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. Increases in this monthly contribution shall be effective at the beginning of the pay period in which the Kaiser Permanente yearly premium rate change is implemented.

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

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

Half-Time Employees

For each half-time employee, as defined by Article 47 of this MOU, who becomes a member of LACERS, Management agrees to contribute a monthly sum not to exceed \$329.62 per month per employee, effective January 1, 2007. Half-time employees, who prior to June 29, 1989, were receiving the same subsidy as full-time employees, shall continue to receive that subsidy and shall be eligible to receive any increases applied to that subsidy as provided in this Article.

Effective January 1, 2008, Management agrees to contribute for each half-time employee a monthly subsidy not to exceed \$364.76 per employee.

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

Any employee who was receiving a full health subsidy as of June 29, 1989, in accordance with this Article, who transfers to half-time status following that date shall continue to be eligible for the full subsidy and shall be subject to any adjustments applied to that subsidy as provided in this Article. This provision shall apply providing that such employee does not have a break in service subsequent to June 29, 1989. Any half-time employee with a break in service after June 29, 1989 shall be subject to the partial subsidy provisions in this Article.

Employees who transfer from full-time to half-time under the provisions of Article 42, Family and Medical Leave, shall continue to receive the same subsidy as full-time employees and will be subject to any adjustments applied to that subsidy as provided in this Article.

Further, any half-time employee receiving either a full or partial subsidy in accordance with this Article who, subsequent to the June 29, 1989, becomes an intermittent employee shall not be eligible for such subsidy, notwithstanding his/her status as a member of LACERS.

Section II - Dental Plans

The dental 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 Los Angeles Administrative Code 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 the employee-only coverage under the City-sponsored Dental Plan Program. Coverage for dependents of eligible employees may be obtained under the 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 Article 47 of this MOU, who becomes a member of LACERS and for each employee who transfers from full-time to half-time status following June 29, 1989, Management will expend an amount equivalent to one-half of the cost of the employee-only coverage of the most expensive plan under the City-sponsored Dental Program. Half-time employees who, prior to June 29, 1989, were receiving the full employee-only subsidy, shall continue to receive the full employee-only subsidy.

Any employee who was receiving a full employee-only dental subsidy as of June 29, 1989, in accordance with this Article, who transfers to half-time status following that date, shall continue to be eligible for the full subsidy. This provision shall apply providing that such employee does not have a break in service subsequent to June 29, 1989. Any half-time employee with a break in service after June 29, 1989, shall be subject to the partial subsidy provisions in this Article.

Further, any half-time employee receiving either a full or partial subsidy in accordance with this Article who, subsequent to June 29, 1989, becomes an intermittent employee shall not be eligible for such subsidy, notwithstanding his/her status as a member of LACERS.

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 Dependent

The definition of dependent shall include the domestic partner of an employee and the dependents of such domestic partner. Any employee claiming a domestic partner and/or the dependents of such domestic partner for purposes of this Article shall complete a confidential affidavit to be filed in the Employee Benefits Office, Personnel Department, which shall be signed by the City employee and the domestic partner, declaring the existence of 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 a City-sponsored plan unless another open enrollment period is subsequently declared by the Personnel Department.

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 42 of this MOU, Management shall continue the City's medical and dental plan subsidies for employees who are enrolled in a City health and/or dental plan prior to the beginning of said leave. Employees shall be eligible for such continued subsidies while on a Family or Medical Leave, 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 28 UNION-SPONSORED OPTICAL PROGRAM

In accordance with such controls as the Controller and the Personnel Department have established, the City will forward to the Union biweekly for each employee in the Unit on paid status who is a member of the LACERS, four dollars (\$4.00) for coverage in the Union's optical program. Effective the start of the payperiod following Council approval of this MOU, the City's contribution will be \$4.25.

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 29 HOLIDAYS AND HOLIDAY PAY

- A. The following days shall be treated as holidays:
 - 1. New Year's Day (January 1)
 - 2. Martin Luther King, Jr.'s Birthday (the third Monday in January)
 - 3. President's Day (the third Monday in February)
 - 4. Cesar E. Chavez' Birthday (the last Monday in March)
 - 5. Memorial Day (the last Monday in May)
 - 6. Independence Day (July 4)
 - 7. Labor Day (the first Monday in September)
 - 8. Columbus Day (the second Monday in October)
 - 9. Veterans Day (November 11)
 - 10. Thanksgiving Day (the fourth Thursday in November)
 - 11. 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 with Council concurrence by resolution.
 - 14. One unspecified holiday.

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

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

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

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

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

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

- H. Holiday Premium Pay - An FLSA non-exempt employee who works on any listed holiday above will receive eight (8) hours (or portion thereof as specified in A.13 above) of holiday pay and one and one-half (1½) of the hourly rate for all hours worked on the observed holiday if the employee has (1) worked his/her assigned shift immediately before and his/her assigned shift immediately after the holiday, or, (2) prior to such holiday Management has authorized the employee to take paid leave time off in lieu of the requirement to work said shifts. Any employee who fails to meet these requirements will be paid at the rate of one hour for each hour worked. Employees shall not receive both overtime and holiday premium pay for the same hours.
- I. An employee who works in excess of: eight (8) hours on any holiday listed from 1 through 12 above, or works in excess of any day or portion thereof declared to be a holiday by proclamation of the Mayor shall be paid at the appropriate holiday premium pay rate for his/her class. Employees shall not receive both overtime and holiday premium pay for the same hours.
- J. For each holiday listed above which results in time off with pay for employees working a Monday through Friday work week, employees who work other than a Monday through Friday work week shall also be entitled to a day off with pay or shall be compensated in accordance with all pertinent provisions of B through I above. If such holiday falls on the employee's scheduled day off, an alternative day off in-lieu shall be scheduled and taken the same calendar week as the holiday.
- K. The additional compensation for work performed on a holiday as provided herein shall not apply to employees whose regular rate of pay is bonused to include pay for holidays worked.
- L. 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.
- M. 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 Department. 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 reasonably satisfactory date within the calendar year.

2. Any break in service (i.e., resignation, discharge, retirement, suspension) 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 an unspecified holiday until he/she has completed six months of service and has completed 500 hours of compensated work.
 5. No employee shall receive more than one unspecified holiday each calendar year. Thus, (a) an employee transferring from the Department of Water and Power (DWP) to the Recreation and Parks Department, will not receive an unspecified holiday after taking such holiday prior to leaving 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.
- N. 1. (a) A half-time employee, as defined by Section 4.110(A) of the Los Angeles Administrative Code, shall qualify for and receive the same holiday benefits as a full-time employee, including unspecified holidays except as noted in N.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 in intermittent status.
2. Intermittent employees, as defined by Article 47 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 30 SICK LEAVE BENEFITS

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

A. Preventive Medical Treatment

Twenty-four (24) 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 Benefits - Part-Time Employees

Notwithstanding Sections 4.126 and 4.126.1 of the Los Angeles Administrative Code, half-time employees as defined by Article 47 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 the total number of hours scheduled in relationship to the total number of hours required for full-time employment.

Intermittent employees as defined by Article 47 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 in accordance with this Article.

C. Benefits for Sick Leave For Pregnancy

In accordance with Section 4.126.2, every full-time and half-time employee in any Department of the City shall be entitled to use sick leave accrued pursuant to this Article if that employee is unable to work on account of her pregnancy, childbirth or related medical conditions.

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

If an employee becomes separated from the service of the City by reason of retirement on or after January 1, 1997, any balance of accumulated sick leave at 50% of full pay remaining unused at the date of separation shall be compensated by cash payment at 25% of the employee's salary rate current at such date of separation. In no instance will an employee be compensated by cash payment at 25% of the employee's salary rate current at such date of separation. In no instance will an employee be compensated more than once for accumulated full pay sick leave and 50% sick leave upon retirement.

ARTICLE 31 FAMILY ILLNESS

Management's present practices with regard to 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 practices of allowance for leave for illness in family shall be in accordance with Section 4.127 of the Los Angeles Administrative Code. Upon the adoption of a child, an employee will be permitted to use twelve (12) days of family illness sick leave.

In accordance with Section 4.127 of the LAAC, the definition of "immediate family" shall include the father, father-in-law, mother, mother-in-law, brother, sister, spouse, child, foster child, grandparents, grandchildren, step-parents, step-children of any employee of the City, 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 Office, 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 32 BEREAVEMENT LEAVE

Management's present practices with regard to allowances for leave because of family deaths will be continued during the term of this MOU. Such practices of allowances for leave because of family deaths shall be in accordance with Section 4.127.1a-d of the Los Angeles Administrative Code. Upon the approval of department management, an employee will be allowed leave with pay for a maximum of three working days for each occurrence of a death in the employee's immediate family.

For the purposes of this Article, the definition of immediate family, 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 47 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 complete a confidential affidavit to be filed in the Employee Benefits Office, Personnel Department, which shall be signed by the City employee only, 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 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 American Automobile Association (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 33 CALL BACK PAY

Whenever an employee is ordered by the General Manager of his/her Department or the General Manager's designee to return to duty following the termination of his/her work shift and departure from his/her work location, he/she shall receive minimum compensation in the form of pay or time off equivalent to three (3) hours at the rate of time and a half.

Effective the start of the payperiod following Council adoption of this MOU, the minimum compensation shall be four (4) hours at the rate of time and a half. Compensated time shall begin at the time the employee is called out and end upon completion of the job. This compensated time includes a maximum of one (1) hour travel time to the job location.

ARTICLE 34 REQUEST FOR REASSIGNMENT

An announcement containing information concerning current vacancies in the Recreation series and Child Care series shall be distributed on a weekly basis to Department of Recreation and Parks work locations where employees in these classifications are assigned and to the union. The announcement shall list the class title, pay grade, and work location of each vacancy, and the name and telephone number of the person to contact.

Interviews will be scheduled for those eligible employees expressing a desire for reassignment. They will be considered together with eligibles reporting as a result of certification or pay grade advancement interviews. Supervisors shall give consideration to the City's equal employment opportunity guidelines when making selections. Employees who have not completed probation or who have been reassigned at their own request within the last 12 months are not eligible to request reassignment.

Reassignments must be approved by each division head affected.

Whenever an employee is non-selected for a reassignment, Management will, upon the request of the employee, disclose the reasons for the non-selection, including the employee's performance on the selection interview.

It is management's intent to provide meaningful reassignment opportunities to employees through the provisions of this Article. However, this Article is not intended to prohibit management from reassigning personnel as necessary to meet Department needs in maintaining an appropriate level of service to the community or in emergencies.

ARTICLE 35 REASSIGNMENT WITHIN THE DEPARTMENT

An employee, who is scheduled to be reassigned, will be given at least ten (10) working days notice of the reassignment. Such notice will not be given while an employee is on vacation.

If the employee does not agree with the reassignment, he/she shall notify his/her supervisor in writing within three (3) working days from his/her receipt of the reassignment notice of his/her disagreement and the reason for such disagreement.

Management will consider the employee's position before finalizing the reassignment. The employee will be notified in writing of management's decision within two working days before the assignment is effective. The written notification from management will include reasons why the employee was reassigned against his/her desires. If, upon being reassigned, an employee remains dissatisfied with his reassignment, he/she may file a grievance in accordance with Article 17 of this MOU.

ARTICLE 36 SUPERVISION DIFFERENTIAL

Management's present practices with regard to Supervision Differential will be continued during the term of this MOU. Such practices shall be in accordance with Section 4.62.2 of the LAAC.

ARTICLE 37 OUT-OF-CLASS ASSIGNMENT

It is the intent of Management to avoid working an employee in an out-of-class assignment. An out-of-class assignment is defined as any assignment requiring substantial and continuing work which is not normally included within the scope of the duties and responsibilities of the class as defined by the specifications for the class to which the assigned employee's position is allocated.

ARTICLE 38 SUBSTITUTION FOR SUPERVISOR

Whenever Management assigns an employee in this unit to temporarily perform the full range of duties of a budgeted position allocated to the next higher supervisory classification and the employee meets all the Civil Service exam bulletin requirements for this higher level classification, such employee shall receive salary at the corresponding step of the second premium level rate above the appropriate step rate of the salary range prescribed for their class.

No such additional salary shall be paid unless and until such employee shall have served in the higher level position for ten (10) consecutive workdays. However, payment shall begin on the first day of the assignment if the substitution is due to a vacancy in the position, rather than the temporary absence of a supervisor. Management retains the right to determine whether a position is vacant or to be filled due to a temporary absence.

An employee, upon reappointment to an acting position, shall not be required to repeat the qualifying period and shall receive acting pay from the first day of the reassignment.

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.

ARTICLE 39 PERFORMANCE EVALUATIONS

Ratings shall be completed by the person who is immediately responsible for the work of the employee, who either daily oversees, reviews and checks the work of that employee, or who is most closely acquainted with the employee's daily performance during the period of time for which the rating is made. If an employee has been supervised by more than one supervisor, the evaluation shall be completed by the current supervisor after consultation with the previous supervisor.

ARTICLE 40 MILEAGE

Each employee who is authorized to use his/her own vehicle, pursuant to Division 4, Chapter 5, Article 2 of the Los Angeles Administrative Code, in the performance of his/her duties, shall be reimbursed for his/her transportation expenses at the rate of forty-eight and one-half cents (48.5¢) for each mile 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 in accordance with an amount equal to the annual standard car mileage allowance as determined by the Internal Revenue Service (IRS). 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 41 OVERTIME

Assignment of Overtime

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

Non-emergency Overtime

Whenever Management deems it necessary to perform non-emergency work on an overtime basis, employees required to work will be given at least seventy-two (72) hours notice whenever possible.

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

Compensation for overtime shall be for all hours worked in excess of 40 hours in a workweek including all absences with pay authorized by law. All employees in this Unit shall be compensated in time off at the rate of one and one half (1½) hours for each hour of overtime worked or in cash at one and one-half times the employee's regular rate of pay, at the discretion of management.

Compensated Time Off

Employees may, subject to Management discretion, be permitted to accumulate up to 80 hours of compensated 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 accumulated overtime that exceeds 80 hours prior to the end of the fiscal year; require employees to use CTO that exceeds 80 hours in lieu of vacation (unless the mandatory use of compensatory time off would result in the loss of

vacation accumulation) or other leave time; or authorize cash payment. In the event sufficient funds are not available to provide cash compensation for all or a portion of the CTO hours in excess of 80, Management may extend the time limit for a period not to exceed one year. In accordance with FLSA, no employee shall lose accumulated time off.

Under no circumstances shall compensated time off in excess of 240 hours be accumulated.

An employee who has requested the use of CTO must be permitted by Management to use such time within a reasonable period after making the request unless the use of the CTO within a reasonable period unduly disrupts the operations of the City department, provided that such CTO was earned pursuant to the FLSA definition of overtime rather than the MOU definition of overtime. (FLSA overtime is for all hours **actually worked** over 40 in the workweek; MOU overtime is for all **compensated** hours over 40 in a workweek.)

1040/2080 Plan

Management reserves the right to develop 26 week/1040 hour or 52 week/2080 hour work periods under FLSA Section 7(b) [29 USC 207(b)(1) and (2)] during the term of this MOU for the purpose of increasing scheduling flexibility. Implementation of this work schedule is subject to agreement by the parties.

ARTICLE 42 FAMILY AND MEDICAL LEAVE

I. 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 31), upon the request of the employee, or designation by Management in accordance with applicable Federal or State law, notwithstanding any other provisions of this MOU or the Los Angeles Administrative Code to the contrary.

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

Leave under the provisions of this Article shall be limited to four (4) months (nine [9] pay periods) during a twelve (12) month period, regardless of the number of incidents. A 12-month period shall begin on the first day of leave for each

individual taking such leave. The succeeding 12-month period will begin the first day of leave taken under the provisions of this Article after completion of the previous 12-month period.

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.)

II. Definitions

- A. **Spouse** means a husband or wife as defined or recognized under State law for purposes of marriage in this State.
- B. **Domestic partner** means a named domestic partner in a confidential affidavit declaring the existence of said domestic partner and signed by the City employee, which is on file in the Employee Benefits Office, Personnel Department.
- C. **Parent** means a biological, step, adoptive or foster parent, an individual who stands or stood *in loco parentis* to an employee or a legal guardian. This term does not 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.
- D. **Child** means a biological, adopted or foster child, a step-child, 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.

III. Eligibility

- A. The provisions of this Article shall apply to all employees in this Unit 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 for up to four (4) months (nine [9] pay periods) of leave if disabled due to pregnancy.

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

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

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 does not apply to leave taken by one to care for the other who is seriously ill, or to care for a child with a serious health condition.

IV. Conditions

- A. **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 III.B. and IV.F of this Article.)

- B. **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.
- C. **Family Illness** - The start of a family leave for a serious health condition of a family member shall begin on the date requested by the employee.
- D. **Employee’s Own Illness** - The start of a leave for the employee's own serious health condition shall begin on the date requested by the employee.
- E. A **serious health condition** is defined as an illness, injury, impairment, or physical or mental condition that involves:
 - 1. Any period of incapacity or treatment connected with inpatient care in a hospital, hospice or residential medical care facility; or
 - 2. A period of incapacity requiring an absence of greater than three days involving continuing treatment by or under the supervision of a health care provider; or
 - 3. Any period of incapacity (or treatment therefore) due to a chronic serious health condition; or
 - 4. A period of incapacity that is permanent or long-term due to a condition for which treatment may not be effective; or
 - 5. Any absences to receive multiple treatments (including any period of recovery therefrom) by, or on referral by, a health care provider for a condition that likely would result in incapacity for more than three consecutive days if left untreated; or
 - 6. Any period of incapacity due to pregnancy or for prenatal care.

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

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

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.

- G. If any employee requires another leave for a separate incident under the provisions of this Article during the same 12-month period, a new request must be submitted.
- H. A personal leave beyond the four (4) month (nine [9] pay periods) leave provided in this Article may be requested, subject to the approval of the appointing authority and, if required, the Personnel Department, as provided under other City leave provisions.
- I. An employee receiving temporary workers' compensation benefits (either IOD or the rate provided in Division IV of the California Labor Code) who meets the eligibility requirements in III.A. of this Article shall automatically be considered to be on family or medical leave, effective the first day of the employee's absence.

- J. Management has the right to request and/or 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.
- K. Upon return from family or medical leave, an employee shall be returned to his/her original job or to an equivalent job.

V. Notice Requirements

A. Employee

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

B. Management

In response to 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 designate leave, paid or unpaid, taken by an employee as family or medical leave-qualifying, regardless of whether or not the employee initiates a request to take family or medical leave.

VI. Applicable Time Off

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

A. Childbirth (Mother)

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

2. For the non-disability portion of childbirth leave (before delivery or after ["bonding"]), accrued vacation available at the start of the leave shall be used prior to the use of time under Nos. 3, 4, 5, and 6 below.
3. Accrued 100% sick leave. The use of sick leave under this subsection is at the employee's discretion.
4. Accrued 75% sick leave, following use of all 100% sick leave. The use of sick leave under this subsection is at the employee's discretion.
5. Unpaid leave.
6. Accrued compensatory time off may be used at the employee's discretion, with Management approval, after exhaustion of 100% sick leave (No. 3 above). However, FLSA compensatory time off shall not be counted against the employee's four-month (nine [9] pay period) family or medical leave entitlement. Therefore, any use of FLSA compensatory time off under this Section shall extend the employee's family or medical leave by the total amount of FLSA compensatory time off used.

B. Childbirth (Father or domestic partner), Adoption, Foster Care or Family Illness

1. Annual family illness sick leave up to twelve (12) days may be used at the employee's discretion. Such leave may be taken before or after the vacation described in No. 2 below.
2. Accrued vacation available at the start of the leave shall be taken. Such time must be used prior to the use of time under Nos. 3, 4, 5, and 6 below.
3. Accrued 100% sick leave. The use of sick leave under this subsection is at the employee's discretion.
4. Accrued 75% sick leave, following use of all 100% sick leave. The use of sick leave under this subsection is at the employee's discretion.
5. Unpaid leave.

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

C. Personal Medical Leave

1. Accrued 100% sick leave may be used at the employee's discretion. Such leave may be taken before or after the vacation described in No. 3 below.
2. Accrued 75% sick leave may be used following use of all 100% sick leave at the employee's discretion. Such leave may be taken before or after the vacation described in No. 3 below.
3. Accrued vacation time.
4. Unpaid leave.
5. Accrued compensatory time off may be used at the employee's discretion, with Management approval, after exhaustion of 100% sick leave (No. 1 above). However, FLSA compensatory time off shall not be counted against the employee's four-month (nine [9] pay period) family or medical leave entitlement. Therefore, any use of FLSA compensatory time off under this Section shall extend the employee's family or medical leave by the total amount of FLSA compensatory time off used.

VII. Sick Leave Rate of Pay During Family Leave

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

VIII. Monitoring

Management shall maintain such records as are required to monitor the usage of family 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 43 RETIREMENT BENEFITS

A. Benefits

For employees hired prior to January 1, 1983, retirement benefits including the Beta Retirement Formula and subsidies of: 1) one-half the employees' retirement contribution rates, and 2) an additional two percent (2%) of compensation earnable after the one-half subsidy, shall be continued during the term of this MOU. For employees hired January 1, 1983, and thereafter, the Beta Retirement Formula and a flat-rated employee retirement contribution of six percent (6%) shall be continued.

B. Procedure for Benefits Modifications

Proposals for major retirement benefit modifications will be negotiated in joint meetings with the certified employee organizations whose memberships will be directly affected. Agreements reached between Management and organizations whereby a majority of the members in the Los Angeles City Employees' Retirement System are affected shall be recommended to the City Council by the City Administrative Officer as affecting the membership of all employees in the Los Angeles City Employees' Retirement System. 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 City Administrative Officer to the City Council. Affected organizations shall be given the opportunity to review the proposed minor changes prior to the release of the report, and their views shall be included in the report.

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

C. Part-time Employees

1. Part-time employees in this Unit eligible for membership in the Los Angeles City Employees' Retirement System (LACERS) shall, upon written request to the appointing authority, be certified as LACERS members upon appointment, or anytime thereafter. This provision shall apply to half-time employees hired in accordance with Civil Service provisions of the Charter. Operative upon the effective date of the ordinance implementing this MOU, this provision shall apply to exempt employees appointed to regular and continuous half-time schedules.

Half-time employees who are exempt from Civil Service shall be certified following two years of continuous half-time service of at least 1,000 compensated hours during each of the two years.

2. This provision shall not apply to employees certified as LACERS members prior to the effective date of this MOU.

ARTICLE 44 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, Council, Council Committees, and the head of the Department, neither the Union nor Management, nor their authorized representatives, will appear before the Mayor, Council, Council Committees, or head of the department, or meet with said persons individually to advocate any addition or deletion to the terms and conditions of this MOU. However, this Article shall not preclude the parties from meeting with the Mayor, Council, Council Committees or head of the Department, to urge the adoption and approval of this MOU.

ARTICLE 45 TERM

The term of this MOU shall commence on the date when the terms and conditions of its effectiveness, as set forth in Article 2, Implementation of MOU, 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 12:00 midnight 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 21, Calendar for Successor Memorandum of Understanding, to their mutual satisfaction and are continuing to meet and confer in good faith.

ARTICLE 46 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 Memorandum 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 47 PART-TIME EMPLOYMENT

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

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 service 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.

Note: Only civil service half-time employees are eligible to work more than a half-time schedule in any calendar year.

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 any service year. Compensation as established in Appendices A through F 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. It is hereby agreed that, following the effective date of this MOU, all part-time employees that are 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 as described in paragraph 4. below.

C. Benefits of half-time employees are normally calculated on the basis of the number of hours an employee is regularly assigned to work. Civil service half-time employees may be assigned to work and be compensated for hours in

excess of those regularly assigned. Such hours are referred to as extra-time hours. Half-time employees shall receive prorated benefits for extra-time hours under the following conditions:

1. Prorated extra-time benefits are additional sick and vacation leave for regular civil service half-time employees who are compensated in excess of their regularly assigned 1040 hours during the year but less than full-time. The year is defined as the Controller's 12-month W-2 calendar year.
2. Extra-time benefits shall only be calculated for employees who remain in half-time status for the entire year. Employees who change between half-time and full-time during the W-2 year shall not be eligible for extra-time benefits.
3. Employees shall not receive more than ninety-six (96) hours of 100% sick leave for forty (40) hours of 75% sick leave in any W-2 calendar year, regardless of status or number of hours worked.
4. In accordance with Administrative Code Section 4.254, employees are permitted to accumulate vacation not to exceed two (2) annual vacation periods, and all accumulated vacation leave in excess of such amount shall be deemed waived and lost. Employees will be notified of their extra-time vacation award two pay periods prior to the actual accrual.

Employees who are awarded additional vacation time benefits as a result of extra-time worked will be responsible for the monitoring of their time. All awards in excess of maximum accumulation will be lost and cannot be reinstated.

5. All prorated sick and vacation leave benefits will be determined by reports prepared by the Controller's Office following the end of the Controller's W-2 calendar year. The implementation of all benefits will be subject to the receipt of the required reports from the Controller's Office to determine the appropriate benefits for all affected employees.
6. Extra-time benefits shall become effective upon the date the MOU is implemented. Under no circumstances will there be any benefits provided for extra-time hours worked prior to that date. Prorated extra-time vacation and sick leave benefits will not be awarded until the Controller has provided sufficient documentation for the departments to verify extra-time vacation and sick leave benefits.

- D. 1. Intermittent employees shall be eligible to accrue compensated personal time off at the rate of 2.75 minutes for every hour compensated. Employees must complete a period of six consecutive months of City service and must have been compensated for at least 500 hours before qualifying to use the compensated personal time off. This benefit may be used in no less than one-hour increments for the following:
- a. Sick leave;
 - b. Urgent personal business, subject to approval of the supervisor;
 - c. Holidays, upon request of the employee. The holiday must fall on the employees' regularly assigned schedule, and the employees must not be required to work on that holiday. If the qualifying employees choose to use compensated personal time off for the holiday, the employees may be allowed, subject to approval of the supervisor, to adjust their work schedules and make up the time in full not later than the next succeeding payroll period.

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

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

Employees who hold more than one intermittent position concurrently shall be eligible to accrue compensated personal time off in only one position.

Employees who are paid per diem or by the session shall not be eligible to accrue compensated personal time off.

2. Notwithstanding paragraph 2. above, an employee hired on an intermittent basis who, following two consecutive years of City Service, has been compensated for 1000 or more hours during each of the two years shall be considered a half-time employee and become entitled to qualify for prorated benefits provided to half-time employees. Upon designation as half-time under these circumstances, such employees shall be allowed to carry into the 100% sick leave bank up to a maximum of 16 hours of unused compensated personal time. Any unused personal time in excess of 16 hours shall be deemed waived and lost. Such employees shall immediately begin accruing vacation and sick leave and become eligible to use vacation, sick leave and holiday benefits at the appropriate prorated

rate. Their anniversary date shall be based upon the date they are designated as half-time employees. No such benefits shall be provided retroactively. This paragraph shall not preclude an appointing authority from changing an intermittent employee's status to half-time anytime following appointment.

3. Half-time employees who immediately prior to such appointment were on intermittent status, and who completed six consecutive months of City service and were compensated for less than 2,000 hours during the preceding two years, shall be allowed to carry over into the 100% sick leave bank up to a maximum of 16 hours of unused compensated personal time. Any unused personal time in excess of 16 hours shall be deemed waived and lost. Such employees shall immediately begin accruing vacation and sick leave, and become eligible to use sick leave and holiday benefits at the appropriate prorated rate. Employees shall not be eligible to use vacation benefits until one year from their anniversary date. Their anniversary date shall be based upon the date they were designated as half-time employees. No such benefits shall be provided retroactively. This paragraph shall not preclude an appointing authority from changing an intermittent employee's status to half-time anytime following appointment.

- E. 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 leaves or holidays in order to maintain half-time status. Such accommodation shall be subject to budgetary and workload considerations.
- F. 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 48 SALARIES

- A. The salaries, as set forth in the Appendices, shall become operative as follows:

Appendix A - July 1, 2007	Appendix D - July 1, 2009
Appendix B - January 1, 2008	Appendix E - July 1, 2010
Appendix C - July 1, 2008	Appendix F - July 1, 2011

ADDITIONAL SALARY ADJUSTMENTS

- B. Employees on Five-Step Salary Ranges (Full-time or Half-time Status)
1. Effective January 1, 2010, Unit employees with at least twelve (12) months of service in their current classification at step 5 of the salary range on or after January 1, 2010 shall receive a salary adjustment of 2.75%.
 2. Effective January 1, 2011, Unit employees at step 5 of the salary range who received the adjustment provided for in B.1. above shall receive an additional salary adjustment of 2.75% twelve months after receiving the adjustment in B.1.
 3. Effective January 1, 2012, Unit employees at step 5 of the salary range who received the adjustment provided for in B.2. above shall receive an additional salary adjustment of 2.75% twelve months after receiving the adjustment in B.2.
- C. Employees Compensated at a Flat Hourly Rate (Full-time or Half-time Status)
1. Effective January 1, 2010, Unit employees in flat-rated classifications shall receive a salary adjustment of 2.75%.
 2. Effective January 1, 2011, Unit employees in flat-rated classifications shall receive a salary adjustment of 2.75%.
 3. Effective January 1, 2012, Unit employees in flat-rated classifications shall receive a salary adjustment of 2.75%.

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

ARTICLE 49 SCHEDULE CHANGES FOR PERSONAL BUSINESS

Management may allow an employee to modify his/her work schedule in any one workweek for personal business except for changes on the 9/80 day off or the split day. Subject to the approval of Management, such time off shall either be made up in full in the same workweek or charged against the employee's accrued and unused vacation or overtime bank on an hourly basis.

ARTICLE 50 REIMBURSEMENT FOR LOST OR DAMAGED PROPERTY

Employee reimbursement for lost or damaged property shall be in accordance with Sections 4.106.1 - 4.106.15 of the Los Angeles Administrative Code. Pursuant to the

LAAC, if property or prostheses of a City employee, normally carried or worn by the employee in the course of the employee's duties, including eyeglasses, hearing aids, dentures, watches, and articles of clothing, are lost, stolen, damaged or destroyed in the performance of the employee's duties, the City will reimburse the employee for the loss incurred, subject to the conditions and limitations set forth in the LAAC sections noted above. No reimbursement will be given for property or prosthesis damaged or destroyed due to the fault of the employee or due to normal deterioration caused by the passage of time. Vehicles and jewelry, other than watches, are excluded from reimbursement.

ARTICLE 51 PROVISIONS OF LAW AND SEPARABILITY

It is understood and agreed that this Memorandum of Understanding 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 the Board of Recreation and Parks Commissioners. If any part or provision of the Memorandum of Understanding 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 provisions shall be suspended and superceded by such applicable law or regulations and the remainder of this Memorandum of Understanding shall not be affected thereby; the parties agree to negotiate promptly a replacement for such part or provision.

The parties understand that some of the employees covered by this Memorandum of Understanding 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 DISABILITY INSURANCE PROGRAM

During the term of this MOU, Management agrees to maintain a Disability Insurance Plan for employees who are members of the Los Angeles City Employees' Retirement System. The City's Joint Labor-Management Committee shall determine the benefits and provider of the plan.

Management shall expend for active employees of this Unit who are members of the Los Angeles City Employees' Retirement System 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 53 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 the Los Angeles City Employees' Retirement System, 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 54 EMPLOYEE ASSISTANCE PROGRAM

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

ARTICLE 55 WORKERS' COMPENSATION

Management shall provide Workers' Compensation benefits in accordance with Section 4.104 of the Los Angeles Administrative Code, 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.

ARTICLE 56 CONTINUATION OF MERIT PRINCIPLES

A. Statement of Intent. At the time of execution of this MOU, applications for special reorganization of the City of Los Angeles have been filed in regard to the San Fernando Valley and Hollywood area and are being processed by the Los Angeles County Local Agency Formation Commission (“LAFCO”). The completion of these proceedings could result in bargaining unit employees being transferred to another public entity during the term of this MOU (hereinafter referred to as “Transferred Employees”). Former California Government Code § 56844.2 provides:

Status of public employees under special reorganization; Collective bargaining agreement; Retiree benefits; Representation

1. This section shall only apply to a special reorganization.

2. All public employees to which Chapter 10 (commencing with Section 3500) of Division 4 of Title 1 applies shall continue to be deemed public employees of the original local agency or of the newly incorporated local agency for all the purposes of that chapter, including, but not limited to, the continuation and application of any collective bargaining agreement that applies to these employees, and all representational and collective bargaining rights under that chapter.

3. Any existing collective bargaining agreement shall remain in effect and be fully binding on the original local agency or on the newly incorporated local agency, and on the employee organizations that are parties to the agreement for the balance of the term of the agreement, and until a subsequent agreement has been established.

4. Any existing retiree benefits, including, but not limited to, health, dental, and vision care benefits, shall not be diminished.

5. Notwithstanding any other provision of law, an employee organization that has been recognized as the exclusive representative of local agency public employees affected by a special reorganization shall retain exclusive representation of the unit employees of the original local agency, or of the newly incorporated local agency.

In consideration of this provision of law, it is the intent of the parties to this MOU to provide in this Article, to the extent permitted by law, that Transferred Employees will enjoy certain substantially similar civil service and other protections for the term of the MOU, as described in paragraph 2 below, as they would have enjoyed if they had not been transferred, without unduly constraining the operations of the new jurisdiction. In the event that this Article, or any part of this Article is found invalid or unenforceable by a court of competent jurisdiction, that event shall not affect the validity of enforceability of the other articles of this MOU. However, if any provision of this Article is judicially determined to be invalid, said provision or part shall be deemed invalid and unenforceable but the remainder shall not be affected thereby.

B. *Merit Principles.* If a new jurisdiction that has become subject to this MOU pursuant to former California Government Code § 56844.2 fails to adopt or enforce laws which provide, in substance for the employment principles listed below, or those laws do not remain in effect for Transferred Employees during the entire term of this MOU, the following provisions shall apply to Transferred Employees:

1. Examinations: All appointments shall be based on merit. All candidates taking a competitive examination shall be given a score and placed in a rank based on the whole score. The appointing authority shall select from the top three ranks. Applicants who receive a passing score on the examination shall be given a 5% credit added to their whole score for military service, if such persons have served in the armed forces of the United States during time of war or armed insurrection, or during any time when the United States engaged in active military operations against any foreign power, provided such person has been honorably discharged from active service during the five years preceding the examination. All candidates taking a competitive examination for promotion shall receive a credit for past service, the amount of which may be determined by the new jurisdiction prior to the examination.
2. Probation: The probationary period for persons appointed in the class of Police Officer shall be eighteen months, measured from the commencement of recruit training. The probationary period for persons appointed in management classes shall be twelve months. The probationary period for persons appointed to entry level positions shall be six months, except that the new jurisdiction may establish a longer period, not to exceed twelve months, if the period is set in advance of the examination and after public hearing. The probationary period for all other non-entry level positions shall be six months, except that the new

jurisdiction may establish a shorter period, if the period is set in advance of the examination and after public hearing.

3. Transfer: An employee shall be allowed to transfer into an equal or lower paying class without further examination, provided he or she possesses the minimum qualifications and the capability of performing the required duties, in the following situations: (a) the employee is incapable of performing his or her duties because of injury, sickness, or disability; or (b) the employee has completed a probationary period.
4. Layoffs: Any layoff shall be based on seniority in that the employee with the least amount of seniority within the class-group shall be laid off first. Seniority shall be calculated as including all service within the class-group plus any service in a higher class. Any employee laid off shall have the right to revert to a vacant position or displace (“bump”) a person in a lower class-group if there are no vacant positions, provided the displacing employee has (a) prior service in the lower class-group and (b) greater seniority than the employee being displaced.
5. Discipline: An appointing authority may suspend or discharge an employee but only for cause.
6. Military Leave: An employee who leaves his or her position to serve in the armed forces of the United States shall be entitled to a leave of absence and, upon returning from military service, restoration to his or her position, subject to applicable state and federal law and as further provided by ordinance.
7. Non-discrimination in Benefits: There shall be no discrimination in the provision of employee benefits between employees with spouses and employees with domestic partners.

These provisions (A-G) shall be deemed to be modified to conform to Los Angeles City law in effect on the effective date of the special reorganization.

- C. *Disputes.* The grievance procedure shall not apply to disputes concerning the interpretation or application of this Article, unless any such dispute would be grievable by a Los Angeles City employee as a matter of law. The new city may directly and immediately incorporate the limitation in the preceding sentence into its Employee Relations Ordinance or resolution. Such incorporation does not preclude the Union thereafter from seeking its modification or removal

- D. *No Waiver.* Except as provided in ¶ 3, this Article shall not be construed as a waiver by the Union of any right it might have under law to meet and confer over the impact that any transfer of employees to another public entity may have on wages, hours, and other terms and conditions of employment.

ARTICLE 57 UNION RELEASE TIME

Subject to the operational needs of the Department, the appointing authority may grant to elected officers or appointed representatives of the Union time off for union activities not to exceed ten days (80 hours per fiscal year) in the aggregate as provided below.

Effective the start of the pay period following Council approval of this MOU, the maximum number of hours in a fiscal year shall be 360 in the aggregate.

Management shall not grant release time to more than one employee at a time in a work unit (i.e. region) in the Department of Recreation and Parks, and no more than one employee per department for the Zoo and El Pueblo under this Article.

- A. The Union shall submit a written request for release of an employee to that employee's Department Management, which shall include the balance of the aggregate hours of release time remaining in the fiscal year for the Unit as a whole, at least 21 calendar days prior to the effective release date, specifying the starting and ending dates of release. The Union shall provide a copy of said request to the City Administrative Officer. The employee shall fill out any necessary paperwork required by Management for his/her release.
- B. Employees shall be paid their current salary by the City while they are performing these duties for the Union.
- C. Employees shall retain all of their existing benefits, including, but not limited to medical, dental, deferred compensation plan, retirement benefits and seniority accrual in their civil service class.
- 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 rates established by the City Administrative Officer as contained in the City Budget in effect during the period of release time, and the cost of other benefits approved by the Joint Labor-Management Benefits Committee that become effective during this period.

- 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.
- G. Employees on release time shall submit weekly timesheets signed by the employee and the Union (Executive Director or his/her designee) to their respective Departmental Personnel Director specifying the number of hours worked and use of any sick leave, vacation time or compensated time off.
- 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 City Administrative Officer shall maintain a list of employees who have been approved for release time and the approved duration.

ARTICLE 58 FULL UNDERSTANDING

Management and Union acknowledge that during the meet and confer process, each had the unlimited right and opportunity to make demands and proposals on any subject within the scope of representation and that this Memorandum of Understanding constitutes the full and entire understanding of the parties regarding all such demands and proposals.

The parties mutually agree that this Memorandum of Understanding may not be opened at any time during its term for any reason, except by mutual consent of the parties hereto.

It is mutually understood that any changes mutually agreed to shall not be binding upon the parties unless and until they have been implemented in accordance with Article 2, Implementation of MOU.

The waiver or breach of any term or condition of this Memorandum of Understanding by any party hereto shall not constitute a precedent in the future enforcement of any of its terms and provisions.

ARTICLE 59 WORK SCHEDULES

Pursuant to the Fair Labor Standards Act (FLSA), employees shall have a fixed workweek that consists of a regular recurring period of 168 consecutive hours (seven 24-hour periods) which can begin and end on any day of the week and at any time of the day. The designated workweek for an employee may be changed only if the change is intended to be permanent and not designed to evade overtime requirements of the FLSA.

Management may assign employees to work a five/forty, four/ten, nine/eighty, or other work schedule. Employees may request modified work schedules, if such schedules are generally available in the employee's department/work group. Management may refuse such requests, or require employees to revert to a five/forty work schedule, provided the exercise of this 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 or advisory, in accordance with Article 17, Grievance Procedure.

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

ARTICLE 60 AMENDMENT OF MOU TO INCLUDE NEW CLASSES

Upon written notification from 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 61 MANAGEMENT RIGHTS

As the responsibility for the management of the City and direction of its work force is vested exclusively in its City officials and department heads whose powers and duties are specified by law, it is mutually understood that, except as specifically set forth herein, no provisions in this MOU shall be deemed to limit or curtail the City officials and department heads in any way in the exercise of the rights, powers and authority which they had prior to the effective date of this MOU. The Union recognizes that these rights,

powers and authority include, but are not limited to, the right to determine the mission of its constituent departments, offices and boards, set standards of services to be offered to the public, exercise control and discretion over the City's organization and operations, take disciplinary action for proper cause, relieve City employees from duty because of lack of work, lack of funds or other legitimate reasons, determine the methods means and personnel by which the City's operations are to be conducted, take all necessary actions to maintain uninterrupted service to the community and carry out its mission in emergencies.

Management and the Union retain all rights and responsibilities as set forth in the Employee Relations Ordinance.

ARTICLE 62 RECRUITMENT/RETENTION PAY

Effective the start of the pay period following Council approval of this MOU, any employee in this Unit regularly assigned to work at one of the recreation facilities listed below shall receive, in addition to all regular compensation, salary at the second premium level above the appropriate step rate of the salary range prescribed for the employee's class.

- A. Nickerson Gardens
- B. Ramona Gardens
- C. Aliso Pico
- D. Imperial Courts
- E. Jordan Downs
- F. Mar Vista Gardens
- G. Pueblo Del Rio

During the term of the MOU, Management and the Union will discuss the possible application of this pay to additional recreation facilities.

ARTICLE 63 DISTURBANCE CALLS

Effective the start of the pay period following Council approval of this MOU, whenever an employee is contacted while on off-duty status by the Department/City to furnish information or take action needed to maintain the continuity of City business, without the necessity of having to personally report for duty, such employee shall receive a minimum of one hour of compensation at the overtime hourly rate of time and one-half in cash for each such incident.

Work in excess of one (1) hour shall be treated in accordance with the call back provisions of this MOU (Article 33).

ARTICLE 64 JOINT LABOR MANAGEMENT COMMITTEE FOR UNIT ISSUES

Within 60 calendar days of approval of this agreement by the City Council, the Department of Recreation and Parks and AFSCME Local 901 agree to form a joint labor management committee to meet regularly throughout the term of the agreement to discuss and resolve issues specific to this Unit, including, but not limited to: department technology issues, child care, recruitment and retention and anti-gang initiatives.

ARTICLE 65 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 subsequent to 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. Civil Service Half-Time Employees

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


MOU 11-12

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute this MOU No. 11 on the day, month, and year first above written.

AFSCME Local 901
RECREATIONAL UNIT
REPRESENTATIVES:

CITY OF LOS ANGELES
REPRESENTATIVES:

Homer Post, President
AFSCME, Local 901



Karen L. Sisson
City Administrative Officer

Donha Hall
Negotiating Team

Jon Kirk Mukri
Department of Recreation and Parks

Eric Calhoun
Negotiating Team

John Lewis
Zoo Department

Roz Brown
Negotiating Team

Robert Andrade
El Pueblo

Larry Melville
Negotiating Team



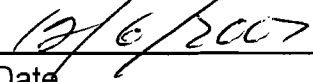
Cheryl Parisi, Executive Director
AFSCME District Council 36

Al Austin, Union Representative
AFSCME District Council 36

As to form:



City Attorney's Office



Date

APPENDIX A

Operative on July 1, 2007

<u>CLASS CODE</u>	<u>TITLE</u>	<u>SALARY RANGE</u>	<u>ANNUAL RANGE</u>
4290	Associate Zoo Curator of Birds	2397	50,049- 62,181
6215	Astronomical Lecturer	2463	51,427- 63,893
0847	Astronomical Observer	2595	54,183- 67,317
2490 1	Child Care Associate I	16.31 HR	
2490 2	Child Care Associate II	1631 (2)	35,955- 42,303
2491 1	Child Care Center Director I	2269	47,376- 58,882
2491 2	Child Care Center Director II	2391	49,924- 62,034
2392 1	El Pueblo Curator I	2343	48,921- 60,803
2392 2	El Pueblo Curator II	2825	58,986- 73,289
2453	Golf Starter	1763	36,811- 45,748
2469	Recreation Coordinator	2036	42,511- 52,847
2434	Recreation Facility Director	2269	47,376- 58,882
2467	Recreation Services Representative	1730	36,122- 44,850
2446 1	Senior Recreation Director I	2391	49,924- 62,034
2446 2	Senior Recreation Director II	2531	52,847- 65,647
2445	Therapeutic Recreation Specialist	2531	52,847- 65,647
4297	Zoo Curator	2923 (3)	68,027- 75,836
4276	Zoo Curator of Birds	2923	61,032- 75,836
4300 1	Zoo Curator of Education I	2480	51,782- 64,331
4300 2	Zoo Curator of Education II	2923	61,032- 75,836
4300 3	Zoo Curator of Education III	3560	74,332- 92,352
4277	Zoo Curator of Reptiles	2923	61,032- 75,836

APPENDIX B

Operative on January 1, 2008

<u>CLASS CODE</u>	<u>TITLE</u>	<u>SALARY RANGE</u>	<u>ANNUAL RANGE</u>	
4290	Associate Zoo Curator of Birds	2446	51,072-	63,433
6215	Astronomical Lecturer	2512	52,450-	65,166
0847	Astronomical Observer	2646	55,248-	68,653
2490	1 Child Care Associate I	16.64 HR		
2490	2 Child Care Associate II	1664 (2)	36,686-	43,159
2491	1 Child Care Center Director I	2315	48,337-	60,051
2491	2 Child Care Center Director II	2438	50,905-	63,266
2392	1 El Pueblo Curator I	2390	49,903-	62,014
2392	2 El Pueblo Curator II	2881	60,155-	74,750
2453	Golf Starter	1799	37,563-	46,667
2469	Recreation Coordinator	2079	43,409-	53,912
2434	Recreation Facility Director	2315	48,337-	60,051
2467	Recreation Services Representative	1763	36,811-	45,748
2446	1 Senior Recreation Director I	2438	50,905-	63,266
2446	2 Senior Recreation Director II	2582	53,912-	66,962
2445	Therapeutic Recreation Specialist	2582	53,912-	66,962
4297	Zoo Curator	2982 (3)	69,405-	77,360
4276	Zoo Curator of Birds	2982	62,264-	77,360
4300	1 Zoo Curator of Education I	2530	52,826-	65,626
4300	2 Zoo Curator of Education II	2982	62,264-	77,360
4300	3 Zoo Curator of Education III	3631	75,815-	94,190
4277	Zoo Curator of Reptiles	2982	62,264-	77,360

APPENDIX C

Operative on July 1, 2008

<u>CLASS CODE</u>	<u>TITLE</u>	<u>SALARY RANGE</u>	<u>ANNUAL RANGE</u>	
4290	Associate Zoo Curator of Birds	2519	52,596-	65,334
6215	Astronomical Lecturer	2588	54,037-	67,129
0847	Astronomical Observer	2727	56,939-	70,741
2490	1 Child Care Associate I	17.14 HR		
2490	2 Child Care Associate II	1714 (2)	37,793-	44,495
2491	1 Child Care Center Director I	2385	49,798-	61,847
2491	2 Child Care Center Director II	2512	52,450-	65,166
2392	1 El Pueblo Curator I	2462	51,406-	63,872
2392	2 El Pueblo Curator II	2968	61,971-	76,985
2453	Golf Starter	1853	38,690-	48,066
2469	Recreation Coordinator	2141	44,704-	55,520
2434	Recreation Facility Director	2385	49,798-	61,847
2467	Recreation Services Representative	1817	37,938-	47,126
2446	1 Senior Recreation Director I	2512	52,450-	65,166
2446	2 Senior Recreation Director II	2659	55,519-	68,967
2445	Therapeutic Recreation Specialist	2659	55,519-	68,967
4297	Zoo Curator	3071 (3)	71,472-	79,678
4276	Zoo Curator of Birds	3071	64,122-	79,678
4300	1 Zoo Curator of Education I	2606	54,413-	67,589
4300	2 Zoo Curator of Education II	3071	64,122-	79,678
4300	3 Zoo Curator of Education III	3740	78,091-	97,008
4277	Zoo Curator of Reptiles	3071	64,122-	79,678

APPENDIX D

Operative on July 1, 2009

<u>CLASS CODE</u>	<u>TITLE</u>	<u>SALARY RANGE</u>	<u>ANNUAL RANGE</u>	
4290	Associate Zoo Curator of Birds	2594	54,162-	67,296
6215	Astronomical Lecturer	2664	55,624-	69,134
0847	Astronomical Observer	2809	58,651-	72,871
2490 1	Child Care Associate I	17.67 HR		
2490 2	Child Care Associate II	1767 (2)	38,962-	45,852
2491 1	Child Care Center Director I	2455	51,260-	63,705
2491 2	Child Care Center Director II	2588	54,037-	67,129
2392 1	El Pueblo Curator I	2537	52,972-	65,793
2392 2	El Pueblo Curator II	3057	63,830-	79,302
2453	Golf Starter	1909	39,859-	49,506
2469	Recreation Coordinator	2204	46,019-	57,190
2434	Recreation Facility Director	2455	51,260-	63,705
2467	Recreation Services Representative	1872	39,087-	48,546
2446 1	Senior Recreation Director I	2588	54,037-	67,129
2446 2	Senior Recreation Director II	2738	57,169-	71,034
2445	Therapeutic Recreation Specialist	2738	57,169-	71,034
4297	Zoo Curator	3163 (3)	73,602-	82,058
4276	Zoo Curator of Birds	3163	66,043-	82,058
4300 1	Zoo Curator of Education I	2683	56,021-	69,614
4300 2	Zoo Curator of Education II	3163	66,043-	82,058
4300 3	Zoo Curator of Education III	3851	80,408-	99,911
4277	Zoo Curator of Reptiles	3163	66,043-	82,058

APPENDIX E

Operative on July 1, 2010

<u>CLASS CODE</u>	<u>TITLE</u>	<u>SALARY RANGE</u>	<u>ANNUAL RANGE</u>	
4290	Associate Zoo Curator of Birds	2628	54,872-	68,173
6215	Astronomical Lecturer	2698	56,334-	69,990
0847	Astronomical Observer	2845	59,403-	73,811
2490 1	Child Care Associate I	18.05 HR		
2490 2	Child Care Associate II	1787 (2)	39,401-	46,354
2491 1	Child Care Center Director I	2487	51,928-	64,519
2491 2	Child Care Center Director II	2621	54,726-	67,985
2392 1	El Pueblo Curator I	2569	53,640-	66,649
2392 2	El Pueblo Curator II	3097	64,665-	80,325
2453	Golf Starter	1932	40,340-	50,133
2469	Recreation Coordinator	2233	46,625-	57,942
2434	Recreation Facility Director	2487	51,928-	64,519
2467	Recreation Services Representative	1894	39,546-	49,152
2446 1	Senior Recreation Director I	2621	54,726-	67,985
2446 2	Senior Recreation Director II	2774	57,921-	71,952
2445	Therapeutic Recreation Specialist	2774	57,921-	71,952
4297	Zoo Curator	3203 (3)	74,562-	83,102
4276	Zoo Curator of Birds	3203	66,878-	83,102
4300 1	Zoo Curator of Education I	2718	56,751-	70,512
4300 2	Zoo Curator of Education II	3203	66,878-	83,102
4300 3	Zoo Curator of Education III	3901	81,452-	101,205
4277	Zoo Curator of Reptiles	3203	66,878-	83,102

APPENDIX F

Operative on July 1, 2011

<u>CLASS CODE</u>	<u>TITLE</u>	<u>SALARY RANGE</u>	<u>ANNUAL RANGE</u>	
4290	Associate Zoo Curator of Birds	2687	56,104-	69,697
6215	Astronomical Lecturer	2759	57,607-	71,556
0847	Astronomical Observer	2910	60,760-	75,481
2490 1	Child Care Associate I	18.46 HR		
2490 2	Child Care Associate II	1827 (2)	40,278-	47,418
2491 1	Child Care Center Director I	2543	53,097-	65,981
2491 2	Child Care Center Director II	2680	55,958-	69,530
2392 1	El Pueblo Curator I	2628	54,872-	68,173
2392 2	El Pueblo Curator II	3166	66,106-	82,142
2453	Golf Starter	1976	41,258-	51,260
2469	Recreation Coordinator	2284	47,689-	59,237
2434	Recreation Facility Director	2543	53,097-	65,981
2467	Recreation Services Representative	1938	40,465-	50,258
2446 1	Senior Recreation Director I	2680	55,958-	69,530
2446 2	Senior Recreation Director II	2837	59,236-	73,581
2445	Therapeutic Recreation Specialist	2837	59,236-	73,581
4297	Zoo Curator	3275 (3)	76,233-	84,982
4276	Zoo Curator of Birds	3275	68,382-	84,982
4300 1	Zoo Curator of Education I	2779	58,025-	72,099
4300 2	Zoo Curator of Education II	3275	68,382-	84,982
4300 3	Zoo Curator of Education III	3989	83,290-	103,481
4277	Zoo Curator of Reptiles	3275	68,382-	84,982

APPENDIX G

EMPLOYEE ASSISTANCE PROGRAM

Your Employee Assistance Program (EAP) is a professional, confidential and free program available to help you deal with personal issues and problems that could affect your health, relationships with others or job performance. When you're unsure of where to turn for help, turn to your EAP. This program is an employee benefit available to you at no cost.

An EAP counselor can be a resource for such issues as:

- Marital and family problems
- Alcohol and/or drug abuse
- Balancing work and family
- Depression and anxiety
- Work-related concerns
- Financial or legal problems
- Career transition issues
- Personal growth and development needs

You or your family members can access the EAP at any time – 24 hours a day, 365 days a year.

The EAP is focused on confidentiality. Participation in the program is confidential in accordance with all state and federal laws. No one will know you've accessed the program services unless you specifically grant permission or present a concern that presents the EAP with a legal obligation to release information.

Achieve Solutions allows you to tackle the challenges you're facing and develop ways to address them – all from the privacy of your own computer. Log on to Achieve Solutions (www.achievesolutions.net/cityofla; username: cityofla; password: solutions) 24 hours a day to:

- Access a comprehensive library of educational materials, including information on child care, elder care, stress and relationship issues
- Complete self-assessment tools and interactive training
- Read news briefs and feature stories, which are updated weekly

To access your EAP, just pick up the telephone and call the toll-free number, **1-866-277-5384**. (Effective January 1, 2008, the EAP toll-free number and web address will change. Please see information below.) An experienced professional will answer your questions or direct you to an EAP Counselor. EAP Counselors are licensed clinical professionals – people who will listen, help sort things out, and develop, with you, a workable plan for a solution. Your EAP Counselor may continue to work with you directly, or may refer you to another professional in your community for counseling, resources or specialized treatment. If you and your counselor determine such options

may be helpful, your counselor will research the most appropriate and affordable options and whether extended services are covered under your health plan.

NEW EAP PROVIDER

Effective January 1, 2008, the City's EAP provider will change to Managed Health Network (MHN). The toll-free number for MHN is **1-800-213-5813**. On the Web, go to www.members.mhn.com and type "cityoflosangeles" as the company code. You can click a special icon to view a website in Spanish.

MHN will provide all of the services described above.

SALARY NOTES

1. **The following salary note shall only apply to employees employed by El Pueblo de Los Angeles State Historic Monument:**

Members of this Unit who were employed by El Pueblo de Los Angeles State Historic Monument between May 17, 1977 and June 30, 1995, and who became members of LACERS on July 1, 1995, and who are not vested in LACERS at the time they separate from City service, but whose age and combined service with El Pueblo during the specified period and any other City service would have made him or her eligible for an unreduced retirement (had all the time been covered under LACERS), shall be compensated for the balance of accumulated sick leave at full pay and 50% of full pay remaining unused at the date of separation in the same manner provided under Los Angeles Administrative Code Section 4.126 for retirements.

2. **The following salary note shall only apply to employees employed by the Department of Recreation and Parks:**

Two positions of Senior Recreation Director I, Code 2446-1, when assigned to multi-purpose centers (Felicia Mahood, and Wilkinson), shall receive salary at the first premium level above the appropriate step rate of the salary range prescribed for the class.

LETTER OF INTENT

2007-12 MOU

PAYROLL SYSTEM

Due to the limitations of the current payroll system (Legacy) employees can only use compensated time off (vacation, sick, and CPTO) in increments of one hour. The new payroll system (PaySR) will be able to accept compensated time off in increments of 30 minutes (1/2 hour). During the term of the 2007-12 MOU, at such time as the PaySR system is implemented, the parties agree to make any necessary technical corrections to the MOU provisions to allow employees to use compensated time off in increments of 30 minutes (1/2 hour).

FOR AFSCME:



Cheryl Pafisi
AFSCME Council 36, Executive Director

FOR THE CITY:



Karen L. Sisson
City Administrative Officer

Date 12/10/07

Date 12/10/07

LETTER OF AGREEMENT

2007-2012 MEMORANDUM OF UNDERSTANDING

Mutual Commitment to LA's Future

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

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

To address future uncertainties, the parties agree to meet at a minimum every six months to review the City's overall revenue and expenditure forecasts. The revenue forecasts that shall be used as the baseline for this discussion shall be the City's initial Five-Year Budget Forecast for 2007-08 (contained in CF# 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:


Cheryl Parisi

Executive Director
AFSCME District Council 26

12/10/07
Date

FOR THE CITY:



Karen L. Sisson
City Administrative Officer

12/10/07
Date

IMPLEMENTING MUTUAL GAINS BARGAINING

TA
K&K
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.

MEF
9/30/07

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.

GAINS SHARING JLMC

TA
KST
9/30/07

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).

TA
CP
9/30/07

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.

SP
9/30/07

C.R.
9/30/07

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.

MF
9/30/07

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				