

**MEMORANDUM OF UNDERSTANDING  
FOR JOINT SUBMISSION TO THE CITY COUNCIL  
REGARDING THE SAFETY/SECURITY REPRESENTATION UNIT  
(MOU #18)**

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

**BY AND BETWEEN**

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

**AND THE**

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

**July 1, 2007 – June 30, 2012**

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## **SECTION 1.0           GENERAL PROVISIONS**

### **ARTICLE 1.1           RECOGNITION**

Pursuant to the provisions of the Employee Relations Ordinance of the City and applicable State law, Local 347, Service Employees International Union, AFL-CIO, was certified on September 6, 1972, by the Employee Relations Board as the certified representative of City employees in the Safety/Security Unit (hereinafter referred to as "Unit") previously found to be appropriate by the said Employee Relations Board. Management hereby recognizes Local 347, SEIU, AFL-CIO, as the exclusive representative of the employees in said Unit, in accordance with the provisions of Section 4.822 of the Administrative Code. The term "employee" as used herein, shall refer only to employees employed by the City in the employee classifications listed in the Appendices herein, as well as such classes as may be added hereafter by the Employee Relations Board.

### **ARTICLE 1.2           PARTIES TO MEMORANDUM OF UNDERSTANDING**

This Memorandum of Understanding (hereinafter referred to as "MOU") is entered into on December 10, 2007 by the City Administrative Officer, as the authorized management representative of the City Council, and the authorized management representatives of the Departments of Airports, Animal Services, Controller, El Pueblo de Los Angeles, Fire, General Services, Harbor, Library, Los Angeles Convention Center, Personnel, Police, Public Works, Recreation and Parks, Transportation, and Zoo (hereinafter referred to as "Management"), and authorized representatives of, SEIU, Local 347,(hereinafter referred to as "Union") as the exclusive recognized employee organization for the Safety/Security Unit.

### **ARTICLE 1.3           IMPLEMENTATION OF MOU**

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

- A. The Union has notified the City Administrative Officer (hereinafter "CAO") in writing that it has approved this MOU in its entirety.
- B. The determining bodies and the heads of those departments, offices or bureaus represented herein have approved this MOU in its entirety in the manner required by law, and they have taken such other actions as might be required to fully implement the provisions of this MOU.
- C. The City Council (hereinafter "Council") has: (1) approved this MOU in its entirety; (2) amended applicable provisions of the Los Angeles Administrative Code (hereinafter "LAAC"); (3) amended departmental personnel ordinances and applicable codes; and, (4) appropriated the funds necessary to implement those provisions which require funding.

**ARTICLE 1.4 OBLIGATION TO SUPPORT**

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

**ARTICLE 1.5 TERM**

The term of this MOU shall commence on the date when the terms and conditions for its effectiveness, as set forth in Article 1.3, have been met, but in no event shall this MOU become effective prior to 12:01 a.m. on July 1, 2007. This MOU shall expire and otherwise be fully terminated at 11:59 p.m. on June 30, 2012.

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

**ARTICLE 1.6 CALENDAR FOR SUCCESSOR MOU**

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

**ARTICLE 1.7 NONDISCRIMINATION**

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

**ARTICLE 1.8 FULL UNDERSTANDING**

- A. This MOU sets forth the full and entire understanding of the parties regarding the matters set forth herein, and any other prior or existing understandings or agreements by the parties, whether formal or informal, regarding any such matters are hereby superseded or terminated in their entirety.
- B. Except as specifically provided for herein, the parties to this MOU, voluntarily and unqualifiedly waive their respective rights to meet and confer in good faith during the term of this MOU, with respect to any subject or matter covered herein, or with respect to any other matters within the scope of the meet and confer in good

faith process. However, this Article shall not be deemed to preclude mutually agreed upon meet and confer in good faith sessions for the purpose of altering, waiving, modifying, or amending this MOU.

Notwithstanding the foregoing:

- C. No alteration, variation, waiver, modification or amendment of any of the Articles, terms or provisions requiring approval of the Council contained herein, shall in any manner be binding upon Union or Management unless and until jointly recommended in writing to the Council and approved and implemented in accordance with Article 1.3c.
- D. The waiver of any breach, term or condition of this MOU by any party to this MOU shall not constitute a precedent in the future enforcement of all its Articles, terms and provisions.

#### **ARTICLE 1.9 PROVISIONS OF LAW AND SEPARABILITY**

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

#### **ARTICLE 1.10 NO STRIKE – NO LOCKOUT**

In consideration of the mutual desire of the parties to promote and ensure harmonious relations and in consideration of this mutual pledge of accord, the City agrees that there shall be no lockout or the equivalent of the members of the Union, and the Union and its members agree that there shall be no strike or other concerted action resulting in the withholding of service by the members during the term of this MOU. In the event of a work action by its members, the Union shall make concerted and reasonable efforts to ensure the return of its members to work. Failure by the Union to act or failure of the Union's actions to secure the return of striking employees shall constitute sufficient cause for the City to take whatever corrective action it deems appropriate.

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

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

## **SECTION 2.0        UNION SECURITY**

### **ARTICLE 2.1        UNIT INFORMATION**

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

### **ARTICLE 2.2        UNION SECURITY**

Management will disseminate to each new employee a booklet and printed card, supplied to each department by the Union and approved by Management prior to dissemination, containing the following information only:

- A.    Your classification is included in the Safety/Security Unit.
- B.    SEIU Local 347, AFL-CIO, is the only organization certified to meet and confer with management on matters pertaining to your wages, hours of work, employee benefits and other terms and conditions of employment, and is the exclusive recognized employee organization for all employees in the Safety/Security Unit.
- C.    If you want additional information, you may contact Local 347 during off duty hours at 1015 Wilshire Boulevard, Los Angeles, California 90017, telephone (213) 482-6660.

### **ARTICLE 2.3        AGENCY SHOP**

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

- A.    DUES/FEES
  - 1.    a.    Each employee in this unit who has completed six continuous months of City service and who is not on unpaid leave of absence, shall, as a condition of continued employment, become a member of SEIU, Local 347, or pay said Union a service fee in an amount not to exceed periodic dues and general assessments of the Union for the term of this MOU, or a period of three (3) years, whichever comes first; provided, however, that said fee shall not be assessed in any biweekly pay period in which the affected employee does not work a minimum of twenty (20) hours. Such amounts shall be determined by the Union and implemented by Management in the



first payroll period which starts 30 days after written notice of the new amount is received by the Controller.

- b. Notwithstanding any provisions of Article 2, Section 4.203 of the LAAC to the contrary, during the term of this MOU, payroll deductions requested by employees in this Unit for the purpose of becoming a member and/or to obtain benefits offered by any qualified organization other than Local 347, will not be accepted by the Controller. For the purpose of this provision, qualified organization means any organization of employees whose responsibility or goal is to represent employees in the City's meet and confer process.
2. The CAO and Union shall jointly notify all members of the representation unit that they are required to pay dues or a service fee as a condition of continued employment and that such amounts will be automatically deducted from their paychecks. The religious exclusion will also be explained. The cost of this communication and the responsibility for its distribution shall be borne by Management.

## B. EXCEPTIONS

### 1. Management or Confidential Employees

The provisions of this article shall not apply to management or confidential employees. Management and confidential employees shall be as defined in Section 4.801 and designated in accordance with Section 4.830d of the Los Angeles Administrative Code.

### 2. Religious Objections

Any employee who is a member of a 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 Union and as a condition of continued employment.

C. MANAGEMENT RESPONSIBILITIES

1. The Controller shall cause the amount of the dues or service fee to be deducted from twenty-four (24) biweekly payroll checks of each employee in this unit as specified by Union under the terms contained herein. "Dues," as distinct from "service fee," shall be the result of voluntary consent in the form of a payroll deduction card signed by the individual employee.
  - a. Remittance of the aggregate amount of all dues, fees and other proper deductions made from the salaries of employees hereunder shall be made to 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 operating 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 Union with the name, home address, and employee number of each permanent employee.
4. The Controller shall notify the organization within sixty (60) calendar days of any employee who, because of a change in employment status, is no longer a member of the representation unit or subject to the provisions of this article.

D. UNION RESPONSIBILITIES

1. The Union shall keep an adequate itemized record of its financial transactions and shall make available annually to the City Clerk, and to all unit employees, within sixty (60) calendar days after the end of its fiscal year, a detailed written financial report thereof in the form of a balance sheet and an operating statement, certified as to its accuracy by its president and the treasurer or corresponding principal officer, or by a certified public accountant.
2. The Union certifies to the City that it has adopted, implemented and will maintain constitutionally acceptable procedures to enable non-member

agency shop service fee payers to meaningfully challenge the propriety of the uses to which service funds are put.

Those procedures shall be in accordance with the decision of the United States Supreme Court in *Chicago Teachers Union, Local No. 1, AFT, AFL-CIO, et al. v. Hudson*, 106 S. Ct. 1066 (1986).

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

#### E. RESCISSION

The agency shop provisions herein may be rescinded in accordance with the procedures contained in Rule 13 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 2.4 WORK ACCESS**

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

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

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

- C. The Union shall provide Management with a list of its Union Staff Representatives. Management will provide the Union with a list of persons designated to grant access to specific City facilities or work locations.
- D. The provisions of this Article shall not be deemed to be a limitation on the authority of Management to deny access to facilities or work sites designated "security" or "confidential."

## **ARTICLE 2.5 USE OF CITY FACILITIES**

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

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

## **ARTICLE 2.6 BULLETIN BOARDS**

- A. Each department agrees to provide a bulletin board or reasonable space at each work location which may be used by Union for the following purposes:
  - 1. Notices of Union meetings.
  - 2. Notices of Union elections and their results.
  - 3. Notices of Union recreational and social events.
  - 4. Notices of official Union business.
  - 5. Any other communication which has received the prior approval of the Departmental Management Representative.
- B. It is agreed that copies of communications listed in "1" through "4" will be provided to the designated representative of management at the time of posting.
- C. It is further agreed that all communications to be posted, other than "1" through "4" above, shall be submitted for approval to the designated representative of management 24 hours before posting.
- D. It is further agreed that the Union shall place a removal date on all communications to be posted.

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

**ARTICLE 2.7            ACTIONS BY EMPLOYEE RELATIONS BOARD**

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

**ARTICLE 2.8            EMPLOYEE RELATIONS**

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

**ARTICLE 2.9            POLITICAL ACTION COMMITTEE**

The Controller shall deduct fifty cents (\$.50) per pay period from the salary to be paid to each Union member, identified on a list prepared and submitted by the Union, as a contribution to the Local 347 Political Action Committee ("347PAC"). Union members may voluntarily contribute an amount greater than fifty cents (\$.50) per pay period to the 347 PAC; provided the Union provides the Controller timely notice of the members' names and the additional amount they wish to contribute on a biweekly basis. Such contribution is to be deducted from twenty-four (24) biweekly payroll checks annually.

Remittance of the amount of the 347PAC deductions shall be sent to the Union by the Controller within thirty (30) working days after the end of the month in which such deductions are made.

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

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

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

**ARTICLE 2.10          CONTRACTING OF UNIT WORK**

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

- A. No bargaining unit employee shall be laid off, demoted or suffer loss of pay or benefits as a result of the contracting of unit work.
- B. If any employee subject to the provisions herein is displaced as a result of contracting, he/she shall be retained in a position within a classification represented by the Los Angeles City Employees Union, Local 347, SEIU.
- C. Notwithstanding any provision of this MOU to the contrary and excluding the provisions of paragraph 6 below, the provisions of this article shall be subject to advisory arbitration only.
- D. In lieu of the meet-and-confer process prescribed by the Employee Relations Ordinance (ERO), the parties agree to meet and discuss, in accordance with the provisions outlined below, all contracts to perform unit work except for contracts required by bona fide emergencies.
- E. The parties agree that the following expedited procedure shall replace the impasse resolution provisions of the ERO for disputes arising out of the meet-and-discuss process specified above:
  - 1. The City shall provide timely notice, through the existing "clearinghouse" procedure, of proposed contracts to perform unit work. In addition, the City shall provide the union a list of individuals responsible for coordinating contracting information in each department.
  - 2. Local 347 may request to meet and discuss such proposed contracts within five (5) working days following notice as indicated in "a." above. Failure by the union to request such meeting(s) within the prescribed five days shall constitute a waiver of the union's right to continue this process.
  - 3. Meeting(s), if requested, shall begin within five (5) working days following notice to the City by the union of its desire to discuss the proposed contract(s).
  - 4. If the parties cannot reach agreement through the meet-and-discuss process, the union may request expedited advisory arbitration within five (5) working days following the last meet-and-discuss session. Failure by the union to request arbitration within the specified five days shall constitute a waiver of the union's right to continue in this process. The parties will attempt to establish a mutually agreeable, expedited process for selecting arbitrators. Absent any such agreement, arbitrators will be selected in accordance with Rules 11.03 and 11.04 of the Employee Relations Board.
  - 5. The parties agree that for contracts with a value of less than \$ 1 million the hearing and issuance of the advisory decision by the arbitrator shall be

concluded within thirty (30) calendar days following request for arbitration; and within (90) calendar days for contracts of \$ 1 million or more.

6. The arbitrator's advisory decision and recommendation shall be transmitted to the appropriate determining body simultaneously with the proposed contract.
  7. The time limits in this process may be extended only by the mutual, written agreement of the parties.
  8. The expedited arbitration process herein shall be informal. Court reporters shall not be used; rules of evidence shall be informal; the production of witnesses and documentary evidence shall be at the discretion of each party; the arbitrator's notes, exhibits (if any), and the written advisory decision and recommendation shall constitute the record of the proceedings; post hearing briefs shall not be required or submitted.
  9. Arbitration fees shall be shared equally by the union and the City.
- F. Disputes over the practical consequences of the contracting of unit work, other than those occurring under paragraphs 4 and 5 above, shall be resolved in accordance with the provisions of the Grievance Procedure, Article 3.1 of the MOU, and shall not delay the implementation of the contract if all other provisions of this article have been met.

The parties agree that the review of "practical consequence" grievances shall begin with the first formal level of review of the grievance procedure and that said grievances shall be subject to advisory arbitration, except as provided in the Arbitration step (Step 6) of the Grievance Procedure. Effective January 1, 2008, Arbitration is Step 4 of the Grievance Procedure.

## **ARTICLE 2.11      JOB SECURITY**

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

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

## **SECTION 3.0            GRIEVANCE**

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

### **ARTICLE 3.1            GRIEVANCE PROCEDURE**

#### **Section I - Definitions**

A grievance is defined as any dispute concerning the interpretation or application of this written Memorandum of Understanding or departmental rules and regulations governing personnel practices or working conditions applicable to employees covered by this Memorandum of Understanding.. Provided, however, that the parties agree that the following actions, events, occurrences and/or conditions shall not be subject to the grievance procedure:

- A.     An impasse in meeting and conferring upon the terms of a proposed MOU.
- B.     Any matter for which an administrative remedy is provided before the Civil Service Commission.
- C.     Assignment and scheduling of hours and personnel for intermittent and half-time employees, unless said assignment or scheduling is in violation of the departmental working rules or this MOU.

Disciplinary action for exempt intermittent and half-time employees.

#### **Section II - Responsibilities and Rights**

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



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

### **Group Grievances**

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

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

### Section III - Procedure

The grievance procedure for employees covered by this Memorandum of Understanding shall be as follows:

#### Step 1 - Informal Discussion

The grievant shall discuss his/her grievance with his/her immediate supervisor on an informal basis in an effort to resolve the grievance and said grievance shall be considered waived if not so presented to the immediate supervisor within ten (10) calendar days following the day during which the event upon which the grievance is

based occurred. Said ten (10) calendar days may be waived by mutual consent of the parties involved.

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

#### Step 2 - First Level of Review

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

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

#### Step 3 - Second Level of Review

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

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

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

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

#### Step 5 - Mediation (optional)

If the grievance is not resolved at Step 4, the Union representative may, within ten (10) calendar days following receipt of Management's response at Step 4, request that the grievance be submitted to a mediator prior to proceeding to arbitration. This step is optional and requires the concurrence of Management and the Union.

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

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

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

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

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

#### Step 6 - Arbitration

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

above qualifying events. Failure of the Union to serve such written request within said period shall constitute a waiver of the grievance.

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

- A. Arbitration of a grievance hereunder shall be limited to the formal grievance as originally filed by the employee to the extent that said grievance has not been satisfactorily resolved. The proceedings shall be conducted in accordance with applicable rules and procedures adopted or specified by Employee Relations Board, unless the parties hereto agree to other rules or procedures for the conduct of such arbitration. The fees and expenses of the arbitrator shall be shared equally by the parties involved, it being mutually understood that all other expenses including, but not limited to, fees for witnesses, transcripts, and similar costs incurred by the parties during such arbitration, will be the responsibility of the individual party incurring same.
- B. Notwithstanding Section 4.865 a.(4) of the Employee Relations Ordinance, the decision of an arbitrator resulting from any arbitration of a grievance hereunder shall be binding upon the parties(\*); provided, however, that grievances arising from the practical consequences of the contracting of unit work shall be subject to advisory arbitration unless said grievances involve 1) claims of loss of basic compensation (herein defined as base salary and regularly assigned bonus compensation) or 2) claims that the grievant has suffered capricious, arbitrary or discriminatory treatment as a result of the contracting decision. (\*Binding arbitration of grievances as herein provided shall be applicable in the Harbor Department at such time as the Harbor Commission submits its written concurrence with said provision to the Mayor and Council.)

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

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

### **STATEMENT OF INTENT**

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

## **DEFINITION**

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

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

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

- E. Disciplinary action for exempt intermittent and half-time employees.

## **GENERAL PROVISIONS**

### **A. BINDING ELECTION OF PROCEDURE**

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

### **B. GRIEVANCE PROCESS RIGHTS**

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

### **C. TIME, TIME LIMITS AND WAIVERS**

"Business days" shall be defined as Monday thru Friday, exclusive of City Holidays, as defined in Article 6.3 of this MOU.

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

#### D. MEDIATION

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

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

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

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

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

#### E. EXPEDITED ISSUES

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

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

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

## **GRIEVANCE PROCESS**

### **STEP 1 - ISSUE IDENTIFICATION AND INFORMAL DISCUSSION**

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

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

### **STEP 2**

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

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

### **STEP 3**

If the grievance is not resolved at Step 2, the employee may serve a written appeal to the General Manager, or designee, within ten (10) business days following (a) receipt of the written response at Step 2, or (b) the last day of the response period provided for in Step 2. The General Manager or designee shall meet with the employee within ten (10) business days of the date of service of the appeal, discuss the facts, and solicit information on possible alternative solutions. A written response will be provided to the employee within twenty (20) business days from the date of meeting with the employee.

Los Angeles Police Department only:

If the grievance is not resolved at Step 2, or the Chief of Police, or designee, fails to respond within the time limit, the grievant may process the grievance to the next level. The employee may serve written notice of the grievance to the Police Commission, or designee, within ten (10) business days following (a) receipt of the written response at Step 3, or (b) the last day of the response period provided for in Step 3. Failure of the grievant to serve such notice shall constitute a waiver of the grievance. The grievance shall be heard by the Commission, or designee, within ten (10) business days of the receipt of the appeal, and a written decision shall be rendered within 30 business days from the date of meeting with the employee.

#### STEP 4 - ARBITRATION

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

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

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



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

## **PROCEDURE FOR GRIEVANCES AFFECTING A GROUP OF EMPLOYEES**

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

### **PROCEDURE:**

#### **STEP 1**

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

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

Los Angeles Police Department only:

If the grievance is not resolved at Step 1, or the Chief of Police, or designee, fails to respond within the time limit, the union may process the grievance to the next level. The union may serve written notice of the grievance to the Police Commission, or designee, within ten (10) business days following (a) receipt of the written response at Step 1, or (b) the last day of the response period provided for in Step 1. Failure of the union to serve such notice shall constitute a waiver of the grievance. The grievance shall be heard by the Commission, or designee, within ten (10) business days of the receipt of the appeal, and a written decision shall be rendered within 30 business days from the date of meeting with the union.

## STEP 2

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

### **ARTICLE 3.2      UNION STEWARDS**

- A.     The Union may designate a reasonable number of Union Stewards who must be members of the Unit, and shall provide all departments, offices, or bureaus with a written list of employees who have been so designated. Management will accept on a quarterly basis any changes to the list. A steward may represent a grievant in the presentation of a grievance at all levels of the grievance procedure. A steward may represent an employee in pre-disciplinary hearings (Skelly) or pre-disciplinary interviews where there is a reasonable expectation that disciplinary action will follow.

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

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

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

Time spent on grievances, or the pre-disciplinary representation activities described above, outside of regular working hours of the employee or his/her steward shall not be counted as work time for any purpose. Whenever these activities occur during the working hours of the employee and/or the steward only that amount of time necessary to bring about a prompt disposition of the matter will be allowed. City time, as herein provided, is limited to the actual

representation of employees and does not include time for investigation, preparation or any other preliminary activity.

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

No later than March 1, 2008, the Union and City representative will have established a curriculum and training program that will provide skills for both stewards and front-line supervisors in the processing and resolution of grievances and other workplace issues in a cooperative, problem-solving manner. Upon completion of the program, both Union Stewards and Front-Line Supervisors will be certified.

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

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

## **SECTION 4.0        ON THE JOB**

### **ARTICLE 4.1       SAFETY**

#### Section I

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

#### Section II

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

- 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 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 shall promptly report the problem to the next designated level of supervision or inform the Departmental Safety Coordinator about the problem.

### Section III

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

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

### **ARTICLE 4.2 PERSONNEL FOLDERS**

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

No disciplinary document shall be placed in an employee's official departmental personnel folder without providing said employee with a copy thereof; however, the Police Department may in lieu thereof notify the employee that such a document has been placed in the employee's folder and that it is available for review. It is mutually understood that this provision shall not apply to documents placed in said folder prior to August 20, 1975.

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

### **ARTICLE 4.3 REST PERIOD**

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

Management reserves the right to suspend the rest period or any portion thereof during an emergency. Any rest period so suspended or not taken at the time permitted shall

not be accumulated or carried over from one day to any subsequent day, or compensated for in any form.

#### **ARTICLE 4.4 PERFORMANCE EVALUATIONS**

- A. The supervisor who signs an employee's performance evaluation, shall have been in a position to review the employee's work for a reasonable period of time during the evaluation period. If the employee has worked under more than one supervisor for a significant period of time during an evaluation period, the rating shall reflect the opinion of each such supervisor.
- B. An annual performance evaluation that has been appealed shall not be placed in an employee's personnel file until it has been determined whether the evaluation will be changed.

#### **ARTICLE 4.5 CREDIT FOR TRAINING**

- A. Whenever Management approves, an employee may be permitted to assume tasks which are outside the scope of the normal duties of his/her position, for the purpose of gaining experience in the performance of duties in higher level positions or learning to operate such City equipment as is used by his/her department in order to gain work experience on such job or equipment. A qualified person shall be designated and shall be available to instruct and supervise the employee in the performance of such tasks or in the safe and proper operation of said equipment. Any dispute concerning the person's qualifications to instruct and supervise shall be decided by the employee's Departmental Management Representative.
- B. If the employee requests:
  - 1. The employee and his/her supervisor will jointly log the successful performance of such tasks on a form provided by Management. The form will be kept updated; and,
  - 2. The employee's department will provide confirmation of such performance on a form titled "Verification of Work Experience" (Personnel Department form PD 21R #11-74), so that it may be utilized by the employee whenever such verification is required to establish eligibility to take an examination.

#### **ARTICLE 4.6 PART-TIME EMPLOYMENT**

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

- A. Except as provided in Section 4.117 of the LAAC and/or any Departmental Personnel Ordinance to the contrary, a work schedule of less than the number of hours of full-time employment shall be considered part-time employment. The following categories of part-time employment are hereby defined and shall be controlling for purposes of this Article:
1. Half-time: Half-time employees are those who are regularly assigned to a work schedule of one thousand and forty (1040) hours or more in a calendar year, but less than full-time. Compensation shall be prorated on the basis of the total number of scheduled hours of work in relation to the total number of hours required for full-time employment. Benefits provided in this MOU for half-time employees also shall apply on a prorated basis, as defined.
  2. Intermittent: Intermittent employees are those who are assigned to a regular or on-call work schedule of less than the number of working hours required for half-time employment (less than 1040 hours) in a calendar year. The hourly rates provided in the Appendices to this MOU shall be considered full compensation for intermittent employees. Employees who concurrently hold more than one intermittent position still shall be considered intermittent, as herein defined, irrespective of the total number of hours scheduled.
- B. Part-time employees hired into classifications covered by this MOU after the effective date of the MOU shall be notified of their status as half-time or intermittent at the time of hire. Half-time employees shall be notified of their eligibility for prorated benefits. Intermittent employees shall be notified that they are not entitled to benefits except as provided in paragraph 3 below.
- C. Intermittent and half-time employees must request permission from their primary employing department to hold more than one position concurrently. Employees must designate a primary employing department in writing with their primary and secondary employing departments and with the Controller's Office. Temporary Elections workers are exempt from this requirement.
1. If an employee fails to designate a primary employing department the Controller's Office will designate the first department to hire the employee as the primary employing department.
  2. Employees may change their designated primary department during the Open Enrollment period of October 1-31.
  3. If an employee changes departments outside the Open Enrollment period, the Controller's Office will designate the first department to hire the employee as the primary employing department, unless the employee notifies the Controller's Office otherwise within 30 calendar days of the effective date of the change.

4. Employees who hold concurrent positions shall request permission to continue to do so within 60 days of the adoption of this MOU by City Council.
- D.
1. Intermittent employees except those employees who were hired before 2/1/90 who continue to accrue vacation hours shall be eligible to accrue compensated personal time off at the rate of 2.75 minutes for every hour compensated. Employees must complete a period of six consecutive months of City service and must have been compensated for at least 500 hours before qualifying to use the compensated personal time off. This benefit may be used in no less than one-hour increments for the following:
    - a. Sick leave;
    - b. Urgent personal business, subject to approval of the supervisor;
    - c. Holidays, upon the request of the employee. The holiday must fall on the employees' regularly assigned schedule, and the employees must not be required to work on that holiday. If the qualifying employees choose not to use compensated personal time off for the holiday, the employees may be allowed, subject to approval of the supervisor, to adjust their work schedules and make up the time in full not later than the next succeeding payroll period.

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

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

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

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

2. Notwithstanding paragraph 2 above, an employee hired on an intermittent basis who, following two consecutive years of City service, has been compensated for 1000 or more hours during each of the two consecutive service years shall be considered a half-time employee and become entitled to qualify for prorated benefits provided to half-time employees. Upon designation as half-time under these circumstances, such

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

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

3. Half-time employees who immediately prior to such appointment were intermittent status, and who completed six consecutive months of City service and were compensated for less than 2,000 hours during the preceding two years, shall be allowed to carry over into the 100% sick leave bank up to a maximum of 16 hours of unused compensated personal time. Any unused personal time in excess of 16 hours shall be deemed waived and lost. Such employees shall immediately begin accruing vacation and sick leave, and become eligible to use sick leave and holiday benefits at the appropriate prorated rate. Employees shall not be eligible to use vacation benefits until one year from their anniversary date. Their anniversary date shall be based upon the date they were designated as half-time employees. No such benefits shall be provided retroactively. This paragraph shall not preclude an appointing authority from changing an intermittent employee's status to half-time anytime following appointment.
- E. The part-time benefits provided herein shall apply prospectively from the effective date of the MOU. However, part-time employees who were receiving benefits at the level provided herein prior to said effective date shall continue to receive such benefits as long as they retain their qualifying status without a break in service.
  - F. It is understood that Management has the right to determine the work schedules and hours of all intermittent and half-time employees. However, when an employee has been working a consistent half-time schedule, departments will provide reasonable opportunities for the employee to make up unpaid absences



due to authorized leave or holidays in order to maintain half-time status. Such accommodation shall be subject to budgetary and workload considerations.

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

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

1. Whenever possible, departments will develop and assign intermittent employees schedules in a manner that facilitates the creation of half-time positions;
2. Departments will make every attempt to schedule employees in a manner that provides continued part-time employment for existing part-time employees prior to hiring new part-time workers.
3. In the development of half-time positions, it is agreed that no employee will be laid off or have his/her schedule reduced so that half-time positions may be created;
4. Wherever possible, additions in part-time hours will be used to facilitate the creation of exempt half-time positions.

I. Termination Review Procedure

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

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

An oral explanation regarding the reason for termination may be provided by the Personnel Director or designee prior to the meeting upon the request of the Union.

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

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

#### J. Part-time Hours Reports

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

## K. Rosters

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

1. Part-time employees who have worked 600 hours or more in any one of the last three service years; this roster will be ranked in order of the total number of hours worked in the last two service years.
2. Part-time employees who have worked 599 or less hours in any of the last three service years, will be ranked in the order of the total number of hours worked in the last two (2) service years.
3. Seasonal employees

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

## **SECTION 5.0 COMPENSATION**

### **ARTICLE 5.1 OVERTIME**

#### Distribution of Overtime

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

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

#### Non-emergency Overtime

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

#### Work Schedules

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

Management shall have the right to refuse an employee's request to work a four/ten, nine/eighty, or other modified work schedule, and to require the reversion to a five/forty work schedule, providing that the exercise of such right is not arbitrary, capricious or discriminatory. The parties further agree that management may require employees to change their work schedules (change days off, except the split day, or working hours) within the same FLSA workweek.

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

### Assignment of Overtime

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

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

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

### Compensated Time Off

Employees shall be permitted to accumulate up to 80 hours of compensated time and take such accumulated time off for overtime worked upon request unless granting of such time would "unduly disrupt" the operations of the City department. This standard does not apply to non-FLSA overtime (i.e. overtime earned pursuant to this agreement that does not meet the FLSA definition of overtime). On occasion, employees may accumulate hours in excess of 80 hours for a temporary period of time. If an employee does not schedule and take time off over 80 hours for overtime prior to the end of the fiscal year in which the overtime was worked, management may require employees to use accumulated overtime that exceeds 80 hours prior to the end of the fiscal year; require employees to use such time in lieu of vacation or other leave time; or authorize cash payment. In the event sufficient funds are not available to provide cash compensation for all or a portion of the hours in excess of 80, management may extend

the time limit for a period not to exceed one year. In accordance with FLSA, no employee shall lose accumulated time off.

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

#### 1040/2080 Plan

Management reserves the right to develop 26 Week/1040 or 52 Week/2080 hours work periods under FLSA Section 7(b) [29 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 and certification of the Union as bona fide by the National Labor Relations Board (NLRB).

#### Special Events

Traffic Officers may be assigned to work Special Events at the overtime rate at the discretion of the General Manager, Department of Transportation. Compensation for overtime worked at Special Events shall be in cash only. Notwithstanding any other provisions to the contrary, there shall be no limit to the number of hours worked under this section.

Whenever an employee is required to report, and actually reports, to a special event and said event is subsequently canceled, the employee shall receive compensation at the overtime rate for a minimum of two (2) hours or the actual time spent at the event, whichever is greater.

### **ARTICLE 5.2 OVERTIME MEAL ALLOWANCE**

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

Whenever an employee is held over from a scheduled work shift and is required to work more than four (4) hours on an unscheduled overtime work shift then the employee shall be paid an overtime meal allowance of \$8.50 unless management provides a meal.

Effective the start of the payperiod following Council adoption of this MOU, whenever an employee is held over from a scheduled work shift and is required to work more than four (4) hours on an unscheduled overtime work shift then the employee shall be paid an overtime meal allowance of \$10.00 unless management provides a meal.

### **ARTICLE 5.3 CALL BACK PAY**

Whenever employees, except those assigned to 24-hour shifts, are ordered by the head of their department, office or bureau to return to duty following the termination of their

work shift and departure from their work location, they shall receive a minimum payment equivalent to four hours of premium pay.

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

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

**ARTICLE 5.4      ACTING PAY ASSIGNMENT**

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

- A. During the term of this MOU whenever Management assigns a non-supervisory employee as an acting on-site supervisor in the temporary absence of a full-time supervisor, such employee shall become eligible for additional compensation upon completion of a qualifying period of five (5) consecutive working days in such assignment at his/her regular rate of compensation. Paid or unpaid absences of more than three days during a qualifying period shall extend the qualifying period by the length of the absence.
- B. Starting with the first working day following completion of a qualifying period, the employee shall receive the second premium level rate above the appropriate step rate of the salary range prescribed for his/her class, for each day on duty (present 50% or more of the work day) as an acting on-site supervisor. However, the maximum pay rate for such duty shall be limited to the top step of the salary or range, or the hourly wage rate which has been established as compensation for the position to which the employee has been assigned.
- C. Any Management determination or decision pertaining to the implementation, interpretation, application, administration or cancellation of any or all the provisions of this Article shall be final and conclusive and shall not be subject to the grievance procedure herein. Nothing in this Section, however, is intended to deny the premium payment specified herein to an employee who has been assigned, has qualified and has performed the acting assignment in accordance with the provisions of this Article.

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

- A. Absence at Higher Level Position

Whenever Management assigns an employee to perform the duties of a higher level position (in a class for which the duties and responsibilities of the current

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

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

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

B. Vacant Higher Level Position

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

C. Status Review

Acting pay is not intended as compensation for a long-term out-of-class assignment. When an employee has filled an acting assignment for a period of three (3) months, Management will review the status of the vacancy to determine when the vacancy can be filled through appropriate measures. Upon request, Management will review the acting assignment with the employee. At that time, the employee may request to be removed from the acting assignment.

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

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

D. Compensation

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

salary range prescribed for his/her class, for each day on duty (present for 50% or more of the work day) in an acting assignment. However, the maximum pay rate for such duty shall be limited to the top step of the salary range that has been established as compensation for the higher level position to which the employee has been assigned.

## **ARTICLE 5.5           OUT-OF-CLASS ASSIGNMENTS**

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

## **ARTICLE 5.6           TRAVEL ALLOWANCE**

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

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

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

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



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

**ARTICLE 5.7 EARLY REPORT PAY**

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

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

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

**ARTICLE 5.8 BILINGUAL DIFFERENTIAL**

Management's present practices with regard to premium pay for employees required to use a language other than English will be continued during the term of this Memorandum of Understanding. Such practices of additional compensation for employees required to use a language other than English shall be in accordance with Section 4.84 of the Los Angeles Administrative Code.

**ARTICLE 5.9 SALARIES**

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

Appendix A – July 1, 2007	Appendix 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**

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

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

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

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

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

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

E. EMPLOYEES WITH INTERMITTENT STATUS (Employees in Salary Range or Flat-Rated Classes)

1. Effective January 1, 2010, Unit employees with intermittent status who have been compensated for at least 1000 hours subsequent to July 1, 2007 shall receive a salary adjustment of 2.75%.
2. Effective January 1, 2011, Unit employees with intermittent status with 1000 hours of compensated time subsequent to the 2.75% adjustment provided for in E(1) above shall receive an additional salary adjustment of 2.75%.

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

#### ADJUSTED SALARY FOR SPECIFIED ASSIGNMENTS

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

Employees in classes listed in Attachment 1 of this MOU who are regularly assigned, as defined in Section 4.75 of the Los Angeles Administrative Code, to perform the indicated assignments shall receive salary at the appropriate step of the first premium level above the salary range prescribed for the class.

#### **ARTICLE 5.10 LEAD PAY ASSIGNMENT**

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

Non-supervisory employees (herein defined as employees whose classification or pay grade does not include supervisory duties) who are designated and assigned by management to act as lead workers over other employees in the same classification or assignment, either on a regularly assigned or on a daily basis, shall receive compensation at the second premium level rate above the appropriate step of the salary range prescribed for the class, while so assigned.

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

In accordance with the above definition of "non-supervisory employee," incumbents in the class of Animal Control Officer II, Code 4311-2, shall not be eligible for the lead compensation prescribed herein.

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

Non-supervisory employees (employees whose classification or paygrade description does not include supervisory duties) who are designated and assigned by management to act as lead workers over other employees, either on a regularly assigned or on a

daily basis, shall receive compensation at the second premium level rate above the appropriate step of the salary range prescribed for the class, while so assigned.

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

In accordance with the above definition of "non-supervisory employee," incumbents in the class of Animal Control Officer II, Code 4311-2, shall not be eligible for the lead compensation prescribed herein.

#### **ARTICLE 5.11 SIGN LANGUAGE PREMIUM**

Any qualified employee who is covered by the provisions of this Memorandum of Understanding and is requested by the Communications Assistance Center 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 class for each business day the skill is used. Such practices of additional compensation shall be in accordance with Section 4.84.1 of the Los Angeles Administrative Code.

#### **ARTICLE 5.12 SHIFT DIFFERENTIAL**

Notwithstanding the provisions of Note N of Schedule A of Section 4.61 of the Los Angeles Administrative Code, employees covered by this Memorandum of Understanding, who work eight (8) hours or more on any one day and more than 50% of that shift is between the hours of 5:00 p.m. and 8:00 a.m., shall receive, for each such day worked, compensation at the appropriate step of the second premium level above the salary range prescribed for the class. Notwithstanding the provisions of Section 4.74 of the Los Angeles Administrative Code, employees in the class of Security Officer, Code 3181, shall receive shift differential in accordance with the provisions herein.

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

Security Officer, Los Angeles Convention Center

#### **ARTICLE 5.13 COURT APPEARANCES**

The following provisions shall apply to unit employees who are required to make court appearances as a result of, or in the normal course of their duties. These provisions

apply only to the payment of overtime for court appearances outside of the normal duty hours of employees.

A. Basic Compensation

An employee, at the employee's option, may report to court when subpoenaed or remain on call. If the employee elects to appear in court, the division supervisor must be notified, at the latest, one administrative day prior to the scheduled court appearance. If the employee wishes to remain on call, the employee must be able to appear in court not more than one hour after being notified that the employee's appearance is required in court. To appear in court more than an hour after having been notified will void the employee's right to on-call compensation. An employee need not remain at home, but must be available for telephonic notification at a location where the supervisor knows the employee can be reached.

1. An off-duty employee shall receive a minimum of four (4) hours overtime compensation for any court day he/she is subpoenaed to be on call or required to appear.
2. An off-duty employee shall receive hour-for-hour overtime compensation for each additional hour of actual attendance in excess of the four (4) hour minimum provided for in Paragraph A.1. above, with the following noontime recess exceptions:

<u>Length of Recess</u>	<u>Amount of Compensation</u>
Forty-five (45) minutes or less	None
Forty-six (46) minutes or more	All time over forty-six (46) minutes (in six (6) minute increments).

Note: An employee shall not receive court on call overtime compensation and hour-for-hour overtime compensation for the same time period.

B. Multiple Cases

An off-duty employee who receives morning and afternoon subpoenas for separate cases on a court day shall receive overtime compensation as in Paragraph A.1. above. In addition, he/she shall receive hour-for-hour overtime compensation for each additional hour of actual court attendance in excess of four (4) hours.

C. Exceptions to the Two-Hour Minimum

1. Court appearances or on call status commencing four (4) hours or less before the employee's regularly assigned shift begins. Compensation will be for the actual time between the commencement of the court appearance or on call and the beginning of the employee's assigned shift with the same noon recess provisions as outlined in Paragraph A.2. above.
2. Court appearances commencing four (4) hours or less after the employee's regularly assigned shift ends. Compensation will be for the actual time between the end of the employee's assigned shift and the termination of the court appearance with the same noon recess provisions as outlined in Paragraph A.2. above.
3. Court appearances or on call status that begin during an employee's regularly assigned shift. Compensation will be for the actual time between the end of the employee's assigned shift and the termination of the court appearance or on call status with the same noon recess provisions as outlined in Paragraph A.2. above.

Note 1: Compensation for on call status shall not exceed four (4) hours.

Note 2: Past practices relating to compensation for court appearances shall apply to all Departments, Offices or Bureaus other than the Police Department and Department of Transportation.

**ARTICLE 5.14 SALARY STEP ADVANCEMENT**

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

**FULL-TIME EMPLOYEES**

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

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

B. Subsequent Step Advancement

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

C. Extension of Step Advancement Date – Uncompensated Hours

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

D. Consecutive Appointments within a 12 Month Period

Consecutive appointments or assignments to positions with the same top step salary rate in the 12 months (2080 hours) following an appointment or assignment shall be treated as one appointment or assignment for step advancement purposes.

E. Appointments to New Positions with the Same or Lower Salary Range

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

**PART-TIME EMPLOYEES**

F. Civil Service Half-Time Employees

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

G. Intermittent Employees and Half-Time Employees Exempted from Civil Service

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

**SECTION 6.0        BENEFITS**

**ARTICLE 6.1        HEALTH/DENTAL AND FLEX BENEFITS PROGRAM**

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

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

Section I - Health Plans

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

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

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

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



Management will apply the subsidy first to the employee's coverage. Any remaining balance will be applied to the coverage of the employee's dependents under the plan. The definition of dependent shall include an employee's domestic partner and the dependents of such domestic partner.

Any employee claiming a domestic partner and/or the dependents of such domestic partner for purposes of this article shall complete a confidential affidavit to be filed in the Employee Benefits Office, Personnel Department, which shall be signed by the employee and the domestic partner declaring the existence of the domestic partnership.

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

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

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

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

## Section II - Dental Plans

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

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

The definition of dependent shall include the domestic partner of an employee and the dependents of such domestic partner.

Any employee claiming a domestic partner and/or the dependents of such domestic partner for purposes of this article shall complete a confidential affidavit to be filed in the Employee Benefits Office, Personnel Department, which shall be signed by the City employee and the domestic partner declaring the existence of the domestic partnership.

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

For half-time employees, as defined in Section 4.110 of the Los Angeles Administrative Code, who become members of LACERS following the effective date of this MOU, and for employees who transfer from full-time to half-time status, Management will expend an amount equivalent to one-half of the cost of the employee-only coverage of the most expensive plan under the City-sponsored Dental Program. Half-time employees, who prior to the effective date of this MOU were receiving the full employee-only subsidy, shall continue to receive the full employee-only subsidy

### Section III - General Provisions

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

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

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

### Section IV - Subsidy During Family and Medical Leave

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

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

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

Employee Benefits Office  
Personnel Department  
Room 867 City Hall

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

#### Section V - Benefit Protection Plan

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

#### Section VI - Continuation of Benefits for Survivors of Employees Killed in the line of Duty

The City will provide continuation of the above medical and dental plan subsidies toward the cost of health plan premiums for the spouse or domestic partner and any minor dependents of any employee killed in the line of duty while on active payroll status. This coverage shall apply only to a spouse or domestic partner and/or dependents covered

under the employee's plan at the time of death and shall cease for minor dependents when they reach the age of eighteen, or twenty-five years if unmarried and attending an accredited school on a full-time basis. It shall not apply to survivors of employees eligible for retiree health benefits. To be eligible for this benefit, such employee's death must occur on or after July 1, 2004.

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

#### Section VII - Funeral Expenses

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

### **ARTICLE 6.2            UNION SPONSORED, SUPPLEMENTAL INSURANCE PROGRAMS**

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

The City will forward for each employee in the Unit, who is a member of LACERS on paid status, eight dollars and fourteen cents (\$8.14) biweekly to Local 347 for distribution, by the union, to designated carriers in the amounts necessary to cover enrollment in these programs.

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

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

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

### **ARTICLE 6.3            HOLIDAYS AND HOLIDAY PAY**

A.     Notwithstanding any provisions of the Los Angeles Administrative Code that may conflict, the following days shall be treated as holidays.

1.     New Year's Day (January 1)
2.     Martin Luther King's Birthday (the third Monday in January)

3. Presidents' Day (the third Monday in February)
  4. Cesar E. Chavez Birthday (the last Monday in March)
  5. Memorial Day (the last Monday in May)
  6. Independence Day (July 4)
  7. Labor Day (the first Monday in September)
  8. Columbus Day (the second Monday in October)
  9. Veterans Day (November 11)
  10. Thanksgiving Day (the fourth Thursday in November)
  11. Day after Thanksgiving Day
  12. Christmas Day (December 25)
  13. Any day or portion thereof declared to be a holiday by proclamation of the Mayor, and the concurrence of the City Council by resolution.
  14. Two unspecified holidays
- B. When any holiday from 1 through 12 above falls on a Sunday, it shall be observed on the following Monday.
- C. When any holiday from 1 through 12 above falls on a Saturday, it shall be observed on the preceding Friday.
- D. Any holiday declared by proclamation of the Mayor, shall not be deemed to advance the last scheduled working day before a holiday for purposes of computing any additional time off.
- E. Whenever a holiday from 1 through 12 above occurs during an employee's regularly scheduled work week, eight (8) hours of paid leave shall be credited for the purpose of computing overtime pay for work performed after forty (40) hours.
- F. Whenever a holiday listed under 13 above occurs during an employee's regularly scheduled work week, the appropriate number of hours 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 - Any non-FLSA employee who works on any holiday listed above will, receive eight (8) hours (or portion thereof as specified above in A.13) of holiday pay and one and one-half (1½) the hourly rate for all hours worked on the observed holiday; provided, however, that the employee has (1) worked his/her assigned shift immediately before and his/her assigned shift immediately after the holiday, or, (2) prior to such holiday Management has authorized the employee to take paid leave time off in lieu of the requirement to work said shifts. Any employee who fails to meet these requirements will be paid at the rate of one hour for each hour worked. Employees shall not receive both overtime and holiday premium pay for the same hours.

- I. An employee who works in excess of: eight (8) hours on any holiday listed from 1 through 12 above, or works in excess of any day or portion thereof declared to be a holiday by proclamation of the Mayor shall be paid at the appropriate holiday premium pay rate for his/her class. Employees shall not receive both overtime and holiday premium pay for the same hours.
- J. For each holiday listed above which results in time off with pay for employees working a Monday through Friday work week, employees who are scheduled to work other than the Monday through Friday work week shall be entitled to such day off with pay or shall be compensated in accordance with all pertinent provisions (B through H above). If such holiday falls on the employee's scheduled day off, an alternative day off in-lieu shall be scheduled within the same calendar week as the holiday. However, nothing herein is intended to preclude departments from establishing internal policies regarding the scheduling of said alternate days off.
- K. The additional compensation for work performed on a holiday as provided herein shall not apply to employees whose regular rate of pay is bonused to include pay for holidays worked.
- L. Management shall have the sole authority and responsibility to determine whether the compensation for any holiday 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 employee's department, office or bureau. If an unforeseen operating requirement prevents the employee from taking such previously-approved holiday, Management will reschedule the holiday so that it may be taken on some other reasonably satisfactory date within the calendar year.
  - 2. Any break in service (i.e., resignation, discharge, retirement, etc.) prior to taking the holiday shall forfeit any right thereto.
  - 3. The holiday shall not be utilized to extend the date of any layoff.
  - 4. No employee shall be entitled to an unspecified holiday until he/she has completed six months of service.
  - 5. Employees who work in intermittent, on call, vacation relief, or seasonal positions shall not be entitled to an unspecified holiday.

6. No employee shall receive more than two unspecified holidays. Thus, (a) an employee transferring from the Department of Water and Power (D.P.) to any other City department, office or bureau will not receive an unspecified holiday after taking such holiday prior to leaving the D.P., 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.

**ARTICLE 6.4 UNIFORMS AND MAINTENANCE ALLOWANCE**

Uniforms required by Management will be replaced, maintained, and cleaned at the employee's expense. Management will give to each employee, in the classes listed below, an allowance for such maintenance and cleaning of thirty dollars (\$30.00) each pay period for laundering wash and wear type uniforms or forty dollars (\$40.00) each pay period for dry cleaning dress type uniforms. Effective the start of the payperiod that includes July 1, 2011, the thirty dollar (\$30.00) biweekly allowance for laundering wash and wear type uniforms shall be increased to thirty-five dollars (\$35.00) biweekly and the forty dollar (\$40.00) biweekly allowance for dry cleaning dress type uniforms shall be increased to forty-five dollars (\$45.00) biweekly. In the event that management changes the type and/or style of required uniforms, management will, subject to review and approval by the City Administrative Officer, provide an appropriate initial issue and will provide for maintenance and replacement either through a contract service or a biweekly allowance.

<u>Code No.</u>	<u>Title</u>
4330	Animal Licensing Canvasser
4311	Animal Control Officer
4311-1	Animal Control Officer I
4311-2	Animal Control Officer II
3199	Security Aide
3181	Security Officer
3207	Property Officer
3211	Detention Officer
3214-1	Traffic Officer I
3214-2	Traffic Officer II
1966	Park Ranger

Effective July 1, 2008, Traffic Officer III shall be included in the above provision.

Full time employees who are required by management to wear a specific safety-type work shoe/boot or a uniform shoe/boot and whose employing department does not already provide said shoes or boots, or a cash allowance, shall receive a cash allowance of one hundred thirty five dollars (\$135.00) and intermittent and half-time employees shall receive one-half this cash allowance for the purchase, repair and maintenance of said shoes or boots provided they are on active payroll status each January 1 during the term of this MOU. In no event shall an employee receive more than \$135.00 under the provisions of this Article. Effective July 1, 2011 this boot

allowance shall be one hundred fifty dollars (\$150.00) for full time employees. Intermittent and half-time employees shall receive one-half this cash allowance (\$75). This payment shall be made by separate check distributed in February for the term of the MOU.

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

**ARTICLE 6.5        RAIN GEAR**

Management shall provide rain gear for employees in those classifications listed below who are required to work outside in inclement weather as a normal part of their job duties. In addition, Management shall replace such gear when no longer serviceable.

<u>Code No.</u>	<u>Title</u>
4311	Animal Control Officer
4311-1	Animal Control Officer I
4311-2	Animal Control Officer II
4330	Animal License Canvasser
3181	Security Officer
3214-1	Traffic Officer I
3214-2	Traffic Officer II
1966	Park Ranger

Effective July 1, 2008, Traffic Officer III shall be included in the above provision.

**ARTICLE 6.6        EMPLOYEE BENEFITS**

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

Sick Leave	Sections 4.126, 4.126.1 and 4.128
Bereavement Leave	Section 4.127.1
Family Illness*	Section 4.127
Shift Differential	Section 4.61, 4.72, 4.74 and 4.75



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

## **ARTICLE 6.7           EMPLOYEE ASSISTANCE PROGRAM**

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

## **ARTICLE 6.8           FAMILY AND MEDICAL LEAVE**

### **I.           Authorization for Leave**

During the term of this MOU, up to four (4) months (nine [9] pay periods) of family or medical leave shall be provided for the purpose of childbirth, adoption, foster care of a child, or serious health condition of an immediate family member (as defined in LAAC Section 4.127), upon the request of the employee, notwithstanding any other provisions of this MOU or the Los Angeles Administrative Code to the contrary.

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

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

### **II.          Definitions**

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

- D. Son or daughter means a biological, adopted, or foster child, a stepchild, a legal ward or child of a person standing *in loco parentis*, who is either under age 18 or age 18 or older and incapable of self-care because of a mental or physical disability.
- E. Persons who are *in loco parentis* include those with day-to-day responsibilities to care for and financially support a child, or in the case of an employee who had such responsibility for the employee when the employee was a child. A biological or legal relationship is not necessary.

### III. Eligibility

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

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

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

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

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

#### IV. Conditions

- A. The start of leave for a pregnant employee shall be:
  - 1. During or after the employee's pregnancy where there is no disability, at the employee's discretion; or
  - 2. At the beginning of the employee's pregnancy-related disability that a doctor certifies as necessary.
- B. The start of a family leave for adoption shall begin on a date reasonably close to the date the child is placed in the custody of the employee. Leave for adoption or foster care of a child may also be granted prior to placement if an absence from work is required.
- C. The start of a family leave for a serious health condition of a family member shall begin on the date requested by the employee.
- D. The start of a leave for the employee's own serious health condition shall begin on the date requested by the employee.
- E. A serious health condition is defined as an illness, injury, impairment, or physical or mental condition that involves:
  - 1. Any period of incapacity or treatment connected with inpatient care in a hospital, hospice, or residential medical care facility; or
  - 2. A period of incapacity requiring an absence of greater than three calendar days involving continuing treatment by or under the supervision of a health care provider; or
  - 3. Any period of incapacity (or treatment therefore) due to a chronic serious health condition; or
  - 4. A period of incapacity that is permanent or long-term due to a condition for which treatment may not be effective; or
  - 5. Any absences to receive multiple treatments (including any period of recovery therefrom) by, or on referral by, a health care provider for a condition that likely would result in incapacity or more than three consecutive days if left untreated; or
  - 6. Any period of incapacity due to pregnancy or for prenatal care.

- F. All leave granted under this Article shall normally be for a continuous period of time for each incident.

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

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

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

- H. In accordance with Pregnancy Disability Leave under the California FEHA, pregnant employees not disabled by pregnancy are entitled to six (6) weeks (three [3] pay periods) of leave. Employees who are disabled due to pregnancy, child birth, or related medical conditions are eligible for up to four (4) months (nine [9] pay periods) of leave, inclusive of the aforementioned six-week, non-disability leave, with medical certification certifying the employee as unable to work due to a pregnancy-related condition. Pregnancy Disability Leave under the FEHA may be taken before or after the birth of a child. Pregnancy leave under the federal Family and Medical Act shall run concurrently with Pregnancy Disability Leave under the FEHA, and must be concluded within one year of the child's birth.

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

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

- J. An employee receiving temporary workers' compensation benefits (either IOD or the rate provided in Division IV of the California Labor Code) who meets the eligibility requirements in III.A. of this Article shall automatically be considered to be on family or medical leave, effective the first day of the employee's absence.
- K. Management has the right to verify the certification of a serious health condition by a health care provider for a leave under the provisions of this Article. Management shall allow the employee at least 15 calendar days to obtain the medical certification.
- L. Upon return from family or medical leave, an employee shall be returned to his/her original job or to an equivalent job.

V. Notice Requirements

A. Employee

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

B. Management

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

VI. Applicable Time Off

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

A. Childbirth (Mother)

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

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

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

1. Annual family illness sick leave up to twelve (12) days may be used at the employee's discretion. Such leave may be taken before or after the vacation described in 2 below.
2. Accrued vacation available at the start of the leave shall be taken. Such time must be used prior to the use of time under 3, 4, 5 and 6 below.
3. Accrued 100% sick leave. The use of sick leave under this subsection is at the employee's discretion.
4. Accrued 75% sick leave, following use of all 100% sick leave. The use of sick leave under this subsection is at the employee's discretion.
5. Unpaid leave.
6. Accrued compensatory time off may be used at the employee's discretion, with management approval, after exhaustion of 100% sick leave (No. 3 above). However, FLSA compensatory time off shall not be counted against the employee's four-month (nine [9] pay periods) family or medical leave entitlement. Therefore, any use of FLSA compensatory time off under this Section shall extend

the employee's family or medical leave by the total amount of FLSA compensatory time off used.

C. Personal Medical Leave

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

VII. Sick Leave Rate of Pay

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

VIII. Monitoring

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

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

**ARTICLE 6.9            TEMPORARY DISABILITY: WORKERS' COMPENSATION**

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

Management agrees to continue providing Workers' Compensation benefits in accordance with Section 4.104 of the Los Angeles Administrative Code, except that salary continuation payments during absences for temporary disabilities arising from job-related injuries or illnesses shall be in an amount equal to the employee's regular biweekly, take-home pay at the time of incurring the disability condition. For the purposes of this article, take-home pay is defined as an employee's biweekly gross salary rate less the mandatory deductions for Federal and State income tax withholding, and employee retirement contributions. An employee may make adjustments in the amount of voluntary deductions while on temporary disability leave but cannot change the amount normally deducted for State and Federal income taxes.

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

**ARTICLE 6.10 VACATION AND VACATION SCHEDULES**

- A. Vacations will be scheduled as far in advance as possible. Consideration shall be given to the efficient operation of the department, office or bureau, the desires of the employees, and seniority in grade of the employees represented herein.
- B. Notwithstanding the provisions of Section 4.245 of the Los Angeles Administrative Code (LAAC), operative the effective date of the Ordinance implementing this MOU, each employee in this unit who has completed his/her qualifying year on or after that date shall be entitled to the following number of vacation days with full pay, based on the number of years of City service completed; accrued and credited at the rates indicated, subject to deductions for absences as provided in Section 4.246 of the LAAC.

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



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

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

**SECTION 7.0      TIME OFF**

**ARTICLE 7.1      JURY SERVICE**

An employee duly summoned to attend any court for the purpose of performing jury service shall, for those days during which jury service is actually performed and those days necessary to qualify for the jury service, receive his/her regular salary. Provided however, that any jury attendance fees received by an employee who receives his/her regular salary pursuant to this provision shall be paid to the City. Such fees may be retained by the employee if the jury service is performed on the employee's regular day off or on a holiday.

During the time the employee is reporting to the Court for jury service, the head of the department, office or bureau or his/her designate will convert the employee's usual shift to a regular five-day, Monday through Friday day shift. The employee will report for work to his/her department, office or bureau on any day of his/her converted shift that he/she is not required by the Court to perform jury service. The absence of the employee for the purpose of performing jury service shall be deemed to be an authorized absence with pay within the meaning of Section 4.75 of the LAAC.

**ARTICLE 7.2      CIVIC DUTY**

Whenever an employee is served with a subpoena by a court of competent jurisdiction which compels his presence as a witness during his normal working period, unless he is a party to the litigation or an expert witness, such employee shall be granted time off with pay in the amount of the difference between the employee's regular earnings and any amount he receives for such appearance. This Article is not applicable to appearances for which the employee receives compensation in excess of his regular earnings.

A court of competent jurisdiction is defined as a court within the county in which the employee resides or if outside the county of residence, the place of appearance must be within 150 miles of the employee's residence.

## **ARTICLE 7.3          EMPLOYMENT OPPORTUNITIES**

### Section I

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

### Section II

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

## **SECTION 8.0          RETIREMENT**

### **ARTICLE 8.1          RETIREMENT BENEFITS**

#### A.    Benefits

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

#### B.    Procedure for Benefits Modifications

Proposals for major retirement benefit modifications will be negotiated in joint meetings with the certified employee organizations whose memberships will be directly affected. Agreements reached between Management and organizations whereby a majority of the members in the City Employees' Retirement System are affected shall be recommended to the City Council by the City Administrative Officer as affecting the membership of all employees in the City Employees' Retirement System. Such modifications need not be included in the Memorandum of Understanding in order to be considered appropriately negotiated.

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

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

## **SECTION 9.0 MISCELLANEOUS**

### **ARTICLE 9.1 LICENSE FEES**

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

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

### **ARTICLE 9.2 PUBLIC OFFICER DESIGNATION**

In accordance with Sections 80.00 and 80.01.1 of the Los Angeles Municipal Code, employees in the class of Traffic Officer, Code 3214, and employees in the class of Security Officer, Code 3181, who are deputized by ordinance to write parking citations shall have the power, authority and immunity of a public officer or employee pursuant to Section 836.5 of the State Penal Code.

## **SECTION 10.0 UNION RELEASE TIME**

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

- A. The Union shall submit a written request for release of an employee to that employee's Department Management, which shall include a list of all employees currently on release time for these Units. Such request shall be submitted at least 21 calendar days prior to the effective release date, specifying the starting and ending dates of release. The Union shall provide a copy of said request to the

City Administrative Officer. The employee shall fill out any necessary paperwork required by Management for his/her release.

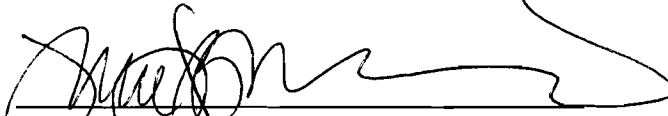
- B. Whenever operationally feasible, the Department shall grant the time off request. When it is not possible to immediately grant the request, the Department shall provide an explanation in writing and specify a date when the employee can be released.
- C. Release time shall be granted for a maximum of one year in any three-year period unless additional time is approved by the CAO and the affected departments.
- D. Employees shall be paid the employee's current salary by the City while the employee is performing these duties for the Union.
- E. Employees shall retain all of their existing benefits, including, but not limited to medical, dental, deferred compensation plan, retirement benefits and seniority accrual in their civil service class.
- F. The Union shall reimburse the City for all salary and benefits costs incurred as a result of release time, including but not limited to, vacation, sick leave, compensated time off, retirement, short-term disability, life insurance, medical, dental and workers' compensation. The benefits cost shall be based on the benefits rates established by the City Administrative Officer as contained in the City Budget in effect during the period of release time, and the cost of other benefits approved by the Joint Labor Management Benefits Committee that become effective during this period.
- G. Payment of any overtime worked while on release time shall be the responsibility of the Union.
- H. The City Administrative Officer shall bill the Union and Union shall make payments to the City Administrative Officer of all reimbursable costs identified in Section E above.
- I. An employee on release time shall submit weekly timesheets signed by the employee and the Union (General Manager or his/her designee) to their respective Personnel Director specifying the number of hours worked and use of any sick leave, vacation time or compensated time off.
- J. Should an employee incur a work-related injury while on release time, he/she shall remain on release time with the Union during the period of injury-on-duty (IOD), or until the release time has ended, and shall continue to be counted in determining the 4 employee maximum, as provided for above. The Union will reimburse the City for all IOD and Workers' Compensation related costs.

- K. When the employee returns from release time, he/she shall return to his/her civil service classification and pay grade at the time of release.
- L. The employee must have passed probation in his/her current class to be eligible for release time.
- M. The Union shall indemnify, defend and hold the City and its officers and employees harmless against any and all claims, suits, demands or other forms of liability that might arise out of or result from any action taken by an employee in the service of the Union.

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

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

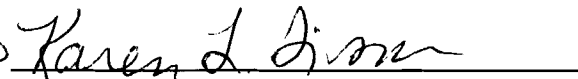
FOR SEIU LOCAL 347  
SAFETY/SECURITY UNIT:



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Julie Butcher  
SEIU Local 347

FOR THE CITY:



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Karen L. Sisson  
City Administrative Officer

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Department of Animal Services

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Library Department

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Los Angeles Convention Center

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Police Department

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Department of General Services

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Department of Transportation

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Department of Airports

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Controller's Office

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Harbor Department

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Personnel Department

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Department of Public Works

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Department of Recreation and Parks


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El Pueblo de Los Angeles

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Los Angeles Zoo

As to form :



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City Attorney's Office

12/6/2007  
Date

APPENDIX A

Operative on July 1, 2007

<u>CLASS CODE</u>		<u>TITLE</u>	<u>SALARY RANGE</u>	<u>ANNUAL RANGE</u>	
4311	1	Animal Control Officer I	1997	41,697-	51,803
4311	2	Animal Control Officer II	2108	44,015-	54,685
4330		Animal License Canvasser	1388	28,981-	35,997
3211		Detention Officer	2062	43,054-	53,474
2420	1	Open Water Lifeguard I	20.18 HR		
2420	2	Open Water Lifeguard II	23.04 HR		
1966		Park Ranger	2245	46,875-	58,234
2413		Pool Lifeguard	13.91 HR		
3207		Property Officer	1950	40,716-	50,592
2409		Seasonal Pool Manager I	16.32 HR		
2408		Seasonal Pool Manager II	21.43 HR		
3199		Security Aide	1442	30,108-	37,417
3181		Security Officer	1778	37,124-	46,145
3214	1	Traffic Officer I	1911	49,590-	49,590
3214	2	Traffic Officer II	1969	41,112-	51,072



APPENDIX B

Operative on January 1, 2008

<u>CLASS CODE</u>		<u>TITLE</u>	<u>SALARY RANGE</u>	<u>ANNUAL RANGE</u>	
4311	1	Animal Control Officer I	2036	42,511-	52,847
4311	2	Animal Control Officer II	2149	44,871-	55,770
4330		Animal License Canvasser	1415	29,545-	36,707
3211		Detention Officer	2102	43,889-	54,539
2420	1	Open Water Lifeguard I	20.58 HR		
2420	2	Open Water Lifeguard II	23.50 HR		
1966		Park Ranger	2290	47,815-	59,404
2413		Pool Lifeguard	14.19 HR		
3207		Property Officer	1989	41,530-	51,615
2409		Seasonal Pool Manager I	16.65 HR		
2408		Seasonal Pool Manager II	21.86 HR		
3199		Security Aide	1471	30,714-	38,169
3181		Security Officer	1814	37,876-	47,064
3214	1	Traffic Officer I	1950	50,592-	50,592
3214	2	Traffic Officer II	2008	41,927-	52,096

APPENDIX C

Operative on July 1, 2008

<u>CLASS CODE</u>		<u>TITLE</u>	<u>SALARY RANGE</u>	<u>ANNUAL RANGE</u>	
4311	1	Animal Control Officer I	2098	43,806-	54,434
4311	2	Animal Control Officer II	2215	46,249-	57,462
4330		Animal License Canvasser	1457	30,422-	37,814
3211		Detention Officer	2165	45,205-	56,167
2420	1	Open Water Lifeguard I	21.20 HR		
2420	2	Open Water Lifeguard II	24.21 HR		
1966		Park Ranger	2358	49,235-	61,178
2413		Pool Lifeguard	14.62 HR		
3207		Property Officer	2050	42,804-	53,160
2409		Seasonal Pool Manager I	17.15 HR		
2408		Seasonal Pool Manager II	22.52 HR		
3199		Security Aide	1516	31,654-	39,317
3181		Security Officer	1869	39,024-	48,483
3214	1	Traffic Officer I	1585 (5)	41,092-	41,092
3214	2	Traffic Officer II	2068	43,179-	53,662
3214	3	Traffic Officer III	2182	45,560-	56,606

APPENDIX D

Operative on July 1, 2009

<u>CLASS CODE</u>		<u>TITLE</u>	<u>SALARY RANGE</u>	<u>ANNUAL RANGE</u>	
4311	1	Animal Control Officer I	2162	45,142-	56,084
4311	2	Animal Control Officer II	2282	47,648-	59,195
4330		Animal License Canvasser	1502	31,361-	38,962
3211		Detention Officer	2231	46,583-	57,858
2420	1	Open Water Lifeguard I	21.84 HR		
2420	2	Open Water Lifeguard II	24.94 HR		
1966		Park Ranger	2430	50,738-	63,016
2413		Pool Lifeguard	15.06 HR		
3207		Property Officer	2111	44,077-	54,747
2409		Seasonal Pool Manager I	17.66 HR		
2408		Seasonal Pool Manager II	23.20 HR		
3199		Security Aide	1561	32,593-	40,486
3181		Security Officer	1926	40,214-	49,945
3214	1	Traffic Officer I	1632 (5)	42,324-	42,324
3214	2	Traffic Officer II	2131	44,495-	55,269
3214	3	Traffic Officer III	2248	46,938-	58,297

APPENDIX E

Operative on July 1, 2010

<u>CLASS CODE</u>		<u>TITLE</u>	<u>SALARY RANGE</u>	<u>ANNUAL RANGE</u>	
4311	1	Animal Control Officer I	2211	46,165-	57,336
4311	2	Animal Control Officer II	2334	48,733-	60,531
4330		Animal License Canvasser	1536	32,071-	39,839
3211		Detention Officer	2280	47,606-	59,153
2420	1	Open Water Lifeguard I	22.33 HR		
2420	2	Open Water Lifeguard II	29.42 HR		
1966		Park Ranger	2485	51,886-	64,457
2413		Pool Lifeguard	15.40 HR		
3207		Property Officer	2158	45,059-	55,979
2409		Seasonal Pool Manager I	18.06 HR		
2408		Seasonal Pool Manager II	23.72 HR		
3199		Security Aide	1596	33,324-	41,405
3181		Security Officer	1969	41,112-	51,072
3214	1	Traffic Officer I	1669 (5)	43,305-	43,305
3214	2	Traffic Officer II	2180	45,518-	56,543
3214	3	Traffic Officer III	2298	47,982-	59,612

APPENDIX F

Operative on July 1, 2011

<u>CLASS CODE</u>		<u>TITLE</u>	<u>SALARY RANGE</u>	<u>ANNUAL RANGE</u>	
4311	1	Animal Control Officer I	2261	47,209-	58,652
4311	2	Animal Control Officer II	2386	49,819-	61,888
4330		Animal License Canvasser	1570	32,781-	40,737
3211		Detention Officer	2332	48,692-	60,489
2420	1	Open Water Lifeguard I	22.83 HR		
2420	2	Open Water Lifeguard II	30.08 HR		
1966		Park Ranger	2540	53,035-	65,918
2413		Pool Lifeguard	15.75 HR		
3207		Property Officer	2206	46,061-	57,232
2409		Seasonal Pool Manager I	18.47 HR		
2408		Seasonal Pool Manager II	24.25 HR		
3199		Security Aide	1633	34,097-	42,345
3181		Security Officer	2014	42,052-	52,242
3214	1	Traffic Officer I	1708 (5)	44,307-	44,307
3214	2	Traffic Officer II	2230	46,562-	57,838
3214	3	Traffic Officer III	2350	49,068-	60,949

**MOU 18**  
**NOTES TO SALARY APPENDICES**

- A. Employees in the class of Traffic Officer II, Code 3214-2, who have been designated and assigned by management to act as "Training Officers," shall receive compensation at the second premium level above the appropriate step rate of the salary range prescribed for the class for any day on which they perform training duties more than 50% of the day.
- B. Employees in the class of Security Officer, Code 3181, who are assigned to write parking citations more than 50% of their workday, shall receive, in addition to all other regular or premium compensation, compensation at the second premium level above the appropriate step of the salary range prescribed for the class for any day so assigned.
- C. Employees in the class of Security Officer, Code 3181, who are regularly assigned to perform traffic control duties for the Department of Airports, including the writing of parking citations, shall receive compensation at the appropriate step of the fourth premium level above the salary range prescribed for the class. These provisions shall not apply concurrently with the provisions of Note B.
- D. Subject to the availability of Federal funds for reimbursement, non-supervisory employees covered by this MOU who are assigned, on a daily basis, i.e., more than 50% of the work shift to train, mentor, lead or otherwise orient Vocational Workers, shall be compensated at the second premium level above the appropriate step rate of the salary range prescribed for the class.
- E. Aquatics Uniforms: All employees of the Aquatics Division of the Department of Recreation and Parks shall be issued these uniforms upon hire and annually thereafter: two pairs of stenciled trunks (either board shorts or volley shorts), two stenciled short-sleeved tee shirts, and one windbreaker. Female employees shall receive one fully lined one-piece bathing suit in addition to the above-listed uniform items. In addition to the uniform items. In addition to the above, all open water personnel shall also be provided one "wear-guard" jacket to be replaced when no longer serviceable.
- F. Training and "re-check" pay for Department of Recreation and Parks Aquatics Division employees: Part-time Aquatics Division employees shall be paid for all mandatory training. Aquatics employees who are returning to Division employment shall be paid a minimum of one hour for time spent in successful "re-checks."
- G. Employees of the Aquatics Division of the Department of Recreation and Parks who are required to drive a rescue boat shall receive their normal City salary while attending small craft operation training approved by the Department.

- H. Each current and newly hired Property Officers in the Los Angeles Police Department shall be issued one medium weight jacket approved by the Department's Uniform Committee.

**Attachment I**

<b>Class Code</b>	<b>Title</b>	<b>Department(s)</b>	<b>Assignment(s)</b>
3150	Assistant Tree Surgeon	Public Works, Rec. & Parks	All
1485	Bindery Equipment Operator	General Services	Operating a B26 Stahl Folder or Bourg Collator daily
1494	Printing Press Operator	General Services	Operating a Roland-Parva 4-Color Printer
8523	Maintenance Assistant	Airport Street Services	Airfield Cleaning (daily) & Asphalt Crew at Airport; CTA/Concrete, Street and Sidewalk Cleaning at Airport; resurfacing crews at Street Svs.
3112	Maintenance Laborer	Airport Street Services	Airfield Cleaning (daily) & Asphalt Crew at Airport; CTA/Concrete, Street and Sidewalk Cleaning at Airport; resurfacing crews at Street Svs.
3115	Maintenance & Construction Worker	Airport, Street Services	Airfield Cleaning(daily), Asphalt Crew, Airfield Painting at Airport; CTA/Concrete, Street and Sidewalk Cleaning at Airport; resurfacing crews at Street Svs.
3141	Gardener Caretaker	Airport	Operating a Ransome 1999 ZT100 series riding mower, day shift Landscape/CTA, Westchester C& M, Parking/CTA, Mow & Edge Crew, Administration
3151	Tree Surgeon Assistant	Public Works, Rec. & Parks	All
3156	Custodian	Airport	Operating floor polisher
3173	Window Cleaner	Airport	All
3181	Security Officer	Airport LAPD	LAX Traffic Control Day shift and PM shift  Daily at LAPD Helipad
3421	Traffic Painter & Sign Poster I, II	Airport	Airfield painting
3503	Compressor Operator	Street Services	Resurfacing crews
3523	Light Equipment Operator	Rec. & Parks	When operating a Toro 580D mower
3525	Equipment Operator	Airport, Street Services	Recycling & Asphalt Crew at Airport; resurfacing crews at Street Svs.



**Attachment I**

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

## GAINS SHARING JLMC

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

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

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

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

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

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

**FLEX CASH FLAT RATING**

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

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

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

## **IMPLEMENTING MUTUAL GAINS BARGAINING**

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

### **1. SAFETY COMMITTEE**

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

### **2. PART-TIME WORKERS COMMITTEE**

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

### **3. BONUS AND CODES COMMITTEE**

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

## **Mutual Commitment to LA's Future**

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

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

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

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

### **Economic Reopener**

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

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

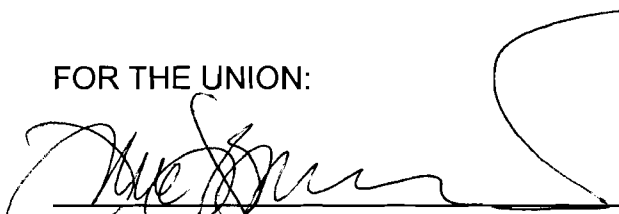
**LETTER OF INTENT**

**JLMC SUPPORT**

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

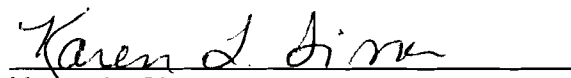
In support of Charter Section 234, which encourages joint labor/management partnerships, during the term of this MOU, the City agrees to maintain a contract not to exceed budgeted funds, with the Federal Mediation and Conciliation Service, or like body, to provide training and facilitation services for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

FOR THE UNION:

  
\_\_\_\_\_  
Julie Butcher  
SEIU Local 347

\_\_\_\_\_  
Date

FOR THE CITY:

  
\_\_\_\_\_  
Karen L. Sisson  
City Administrative Officer

12-10-07  
\_\_\_\_\_  
Date

\_\_\_\_\_  
Margaret M. Whelan, General Manager  
Personnel Department

\_\_\_\_\_  
Date