

**MEMORANDUM OF UNDERSTANDING
FOR JOINT SUBMISSION TO THE CITY COUNCIL
REGARDING THE LOS ANGELES GENERAL SERVICES POLICE OFFICERS
REPRESENTATION UNIT
(MOU# 28)**

This MEMORANDUM OF UNDERSTANDING (hereinafter "MOU") made and entered into this 4th day of October 2006.

BY AND BETWEEN

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

AND THE

**LOS ANGELES GENERAL SERVICES POLICE OFFICERS ASSOCIATION
(hereinafter "Union")**

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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, The Los Angeles General Services Police Officers Association (LAGSPOA), was certified on January 23, 2006, by the Employee Relations Board as the certified representative of City employees in the Los Angeles General Services Police Officer Unit (hereinafter referred to as "Unit") previously found to be appropriate by the said Employee Relations Board. Management hereby recognizes the Los Angeles General Services Police Officer Association, 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 by the City Administrative Officer, as the authorized management representative of the City Council, and the authorized management representatives of the Department of General Services (hereinafter referred to as "Management"), and authorized representatives of the Los Angeles General Services Police Officer Association (hereinafter referred to as "Union") as the exclusive recognized employee organization for the Los Angeles General Services Police Officer 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, 2006. This MOU shall expire and otherwise be fully terminated at 11:59 p.m. on June 30, 2007.

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, 2007, through March 15, 2007, 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:

1. Your classification is included in the Los Angeles General Services Police Officers Unit.
2. The Los Angeles General Services Police Officers Association, 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 Los Angeles General Services Police Officers Unit.
3. If you want additional information, you may contact during off duty hours at P.O. Box 53070, Los Angeles, CA 90053, telephone (310) 678-5342.

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 the Los Angeles General Services Police Officers Association, 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 LAGSPOA, will not be accepted by the Controller. For the purpose of this provision, qualified organization means any organization of employees whose responsibility or goal is to represent employees in the City's meet and confer process.
2. The CAO and Union shall jointly notify all members of the representation unit that they are required to pay dues or a service fee as a condition of continued employment and that such amounts will be automatically deducted from their paychecks. The religious exclusion will also be explained. The cost of this communication and the responsibility for its distribution shall be borne by Management.

B. EXCEPTIONS

1. Management, Supervisory or Confidential Employees

In accordance with Section 3502.5(e) of the Government Code, the provisions of this article shall not apply to management, confidential, or supervisory employees.

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

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

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

2. Religious Objections

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

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

1. 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.
2. 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 General Services Police Officers Association .

3. 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.
4. 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.
5. 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:
 - a. 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.
 - b. LAGSPOA 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.
 - c. 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).
 - d. 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.
 - e. 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.
 - f. The arbitrator's advisory decision and recommendation shall be transmitted to the appropriate determining body simultaneously with the proposed contract.

- g. The time limits in this process may be extended only by the mutual, written agreement of the parties.
 - h. 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.
 - I. Arbitration fees shall be shared equally by the union and the City.
6. 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.

SECTION 3.0 GRIEVANCE

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:

- 1. An impasse in meeting and conferring upon the terms of a proposed MOU.
- 2. Any matter for which an administrative remedy is provided before the Civil Service Commission.
- 3. 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.
- 4. 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

Operative on the effective date of this MOU, 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 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.

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.

ARTICLE 3.2 UNION STEWARDS

The Union may designate a reasonable number of Union Stewards who must be members of the Unit, and shall provide the Department of General Services 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.

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. 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.

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.

SECTION 5.0 COMPENSATION

ARTICLE 5.1 OVERTIME

Distribution and 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.

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

Employees on a nine/eighty modified work schedule shall have designated a regular day off (also known as the 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.)

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 may, subject to Management discretion, 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).

ARTICLE 5.2 OVERTIME MEAL ALLOWANCE

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

ARTICLE 5.4 ACTING PAY ASSIGNMENT

- 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.

ARTICLE 5.5 OUT-OF-CLASS ASSIGNMENTS

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

ARTICLE 5.6 TRAVEL ALLOWANCE

- A. Notwithstanding 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. The parties agree that 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.

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

Employees covered by this MOU shall be compensated in accordance with the salary ranges or rates listed in Appendices A through C herein.

ARTICLE 5.10 LEAD PAY ASSIGNMENT

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.

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 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.

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.

During the term of this MOU, Management agrees to continue to contribute for each full-time employee who is a member of LACERS, a subsidy equal to the Kaiser employee plus 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 \$261.54 per employee. 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.

Full time employees, who work a half-time schedule 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

An open enrollment period of at least 30 days shall be declared by the Personnel Department annually. 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).

Section V - 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 VI - 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 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 6.3 UNIFORMS AND MAINTENANCE ALLOWANCE

Uniforms required by Management will be replaced, maintained, and cleaned at the employee's expense. Effective July 1, 2005 management will give to each Special Officer, 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. 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.

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 dollars (\$100.00) 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 \$100.00 under the provisions of this Article. This payment shall be made by separate check distributed in February for the term of the MOU.

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

ARTICLE 6.4 RAIN GEAR

Management shall provide rain gear for Special Officers 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.

ARTICLE 6.5 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 6.6 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 6.7 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, or designation by Management in accordance with applicable federal or State law, notwithstanding any other provisions of this MOU or the Los Angeles Administrative Code to the contrary.

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

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

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

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 Act (FEHA), on the first day of employment with the City, pregnant employees are eligible for up to four (4) months (nine [9] pay periods) of leave if disabled due to pregnancy.

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

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 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, 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 or Domestic Partner), Adoption, Foster Care, or Family Illness

1. Annual family illness sick leave up to twelve (12) days may be used at the employee's discretion. Such leave may be taken before or after the vacation described in 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 6.8 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 operative date of the ordinance implementing this MOU.

ARTICLE 6.9 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 Los Angeles City Employees' Retirement System are affected shall be recommended to the City Council by the City Administrative Officer as affecting the membership of all employees in the Los Angeles City Employees' Retirement System. Such modifications need not be included in the 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 Los Angeles City Employees' Retirement System as to whether a particular proposal constitutes either a major or a minor modification, the proposal shall be treated as a major modification.

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.

SECTION 10.0 UNION RELEASE TIME

In each year covered by this Memorandum, the City will permit up to a maximum of 220 hours of time off for Association Directors to participate in employee organization representation activities, subject to the following:

1. Time off is requested with seventy-two hours written notice to Management.
2. Management approves.
3. Time off must be taken in four hour increments.
4. Minimum staffing is not impacted.

The Association will reimburse the City the sum of \$50 per officer hour for all such release time. The Harbor Department will bill the Association quarterly each contract year for actual time used.

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.

Refusal by Management for adequate reason is not subject to the grievance procedure.

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 THE
LOS ANGELES GENERAL SERVICES
POLICE OFFICERS UNIT:



Michael Robertson, President 10/4/06
LAGSPOA

FOR THE CITY:

 10-11-06


William T Fujoka
City Administrative Officer

Donald Taylor, Vice-President
LAGSPOA

Alvin Y. Blain, General Manager
Department of General Services

Dieter Dammeier, Counsel
LAGSPOA

Approved as to form:



City Attorney's Office

9/29/06

Date

APPENDIX A

Operative on July 1, 2006

<u>CLASS CODE</u>	<u>TITLE</u>	<u>SALARY RANGE</u>	<u>ANNUAL RANGE</u>
3183 F	Special Officer III – GSD	2700	56,376 – 70,052
3183 G	Special Officer III – GSD	2623	54,768 – 68,027

APPENDIX B

Operative on January 1, 2007

<u>CLASS CODE</u>	<u>TITLE</u>	<u>SALARY RANGE</u>	<u>ANNUAL RANGE</u>
3183	Special Officer III – GSD	2681	55,979 – 69,551

APPENDIX C


SALARY NOTES

- D. Employees in the class of Special Officer III-GSD, Code 3183-G, who have successfully completed the educational and training requirements for a basic certificate prescribed by the Commission on Peace Officers Standards and Training (POST), and been so certified, shall, upon presentation of the basic certificate, receive bonus compensation as follows:
1. For the full, basic POST certificate, the bonus shall be three percent (3%) of the appropriate step of the prescribed, regular biweekly salary;
 2. For the Intermediate POST certificate, the bonus shall be one percent (1%) of the appropriate step of the prescribed, regular biweekly salary;
 3. For the Advanced POST certificate, the bonus shall be two percent (2%) of the appropriate step of the prescribed, regular biweekly salary.

LETTER OF INTENT
BOOT ALLOWANCE
BY AND BETWEEN LAGSPOA AND THE CITY

The parties agree that notwithstanding Article 6.4 of the MOU, in the last year of the -07 MOU, a one-time additional \$25.00 shoe allowance payment shall be made to all full-time employees who otherwise meet the criteria and are required to wear a specific safety-type work shoe/boot.

FOR THE UNION:



Michael Robertson, President
LAGSPOA

10/12/06
Date

FOR THE CITY:



William T Fujioka
City Administrative Officer

10-11-06
Date

LETTER OF INTENT

ECONOMIC EMERGENCY

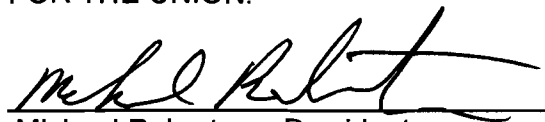
BY AND BETWEEN LAGSPOA AND THE CITY

The undersigned parties agree that during the term of the 06-07 MOU, the MOU may be re-opened on economic issues if the Mayor and Council officially declare an economic emergency. The parties further agree that an economic emergency will be declared only after notifying the union. The declaration of an economic emergency shall not be subject to any grievance or arbitration procedure.


In the event the Mayor and Council declare an economic emergency the parties agree to immediately begin to meet and confer to address possible measures to help ameliorate the fiscal crisis. If, following a 90-day period, the parties are unable to reach agreement the meet and confer process shall be deemed to have been completed. The impasse shall then be presented to the City Council for final determination.

The parties further agree that if the economic circumstances of the City rapidly and dramatically improve, the City agrees to re-open the MOUs on economic issues to discuss possible enhancements, including wages. Specifically, if the City's reserve fund actual "Balance Available, July 1" (a combination of the Emergency Reserve and Contingency Reserve), as detailed in the Appendix III of the Budget Resolution prepared for the purpose of adopting a Budget for the City of Los Angeles, Reserve Fund Schedule, in any fiscal year during the term of this MOU reaches or exceeds \$275 million then the City will notify the Union and immediately begin to meet and confer. If, following a 90-day period, the parties are unable to reach agreement the meet and confer process shall be deemed to have been completed. The impasse shall then be presented to the City Council for final determination.

FOR THE UNION:


Michael Robertson, President

FOR THE CITY:


William T Fujioka
City Administrative Officer

10/12/06
Date

10-11-06
Date