

**MEMORANDUM OF UNDERSTANDING  
FOR JOINT SUBMISSION TO THE CITY COUNCIL  
REGARDING THE  
SENIOR ADMINISTRATIVE AND ADMINISTRATIVE ANALYSTS UNIT  
(MOU #61)**

**THIS MEMORANDUM OF UNDERSTANDING (hereinafter "MOU") made and entered into this 24th day of June, 2011.**

**BY AND BETWEEN**

**THE CITY ADMINISTRATIVE OFFICER  
(hereinafter referred to as "Management")**

**AND THE**

**FISCAL AND POLICY PROFESSIONALS ASSOCIATION  
(hereinafter referred to as "Association")**

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**SECTION 1.0           GENERAL PROVISIONS**

**ARTICLE 1.1           RECOGNITION**

Management hereby recognizes the Fiscal and Policy Professionals Association (FPPA), as the exclusive representative of the employees in the Senior Administrative and Administrative Analysts Unit, for which FPPA was certified as the majority representative by the Employee Relations Board on October 22, 2007. FPPA shall be the exclusive representative of employees in the Senior Administrative and Administrative Analysts Unit. The term "employee," as used herein, shall refer only to employees in the classifications listed in Appendix A, Salaries, as well as such classes as may be added hereafter to the Unit by the Employee Relations Board.

**ARTICLE 1.2           PARTIES TO MEMORANDUM OF UNDERSTANDING**

This Memorandum of Understanding (hereinafter referred to as "MOU") is entered into on June 24, 2011, by the City Administrative Officer, as authorized management representative of the City Council, and authorized representatives of the Fiscal and Policy Professionals Association (hereinafter referred to as "Association") as the exclusive recognized employee organization for the Senior Administrative and Administrative Analysts Unit.

**ARTICLE 1.3           IMPLEMENTATION OF MEMORANDUM OF UNDERSTANDING**

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

- A. The Association has notified the City Administrative Officer in writing that it has approved this Memorandum of Understanding in its entirety, and the City Administrative Officer has notified the Association in writing that the Office has approved this Memorandum of Understanding in its entirety in the manner required by law; and
- B. The City Council has approved this Memorandum of Understanding in its entirety. Where resolutions, ordinances or amendments to applicable codes are required, this Memorandum of Understanding shall not be binding, in whole or in part, until all such resolutions, ordinances, or amendments become effective.

**ARTICLE 1.4 FULL UNDERSTANDING**

- A. Management and the Association acknowledge that during the meet and confer process, each had the unlimited right and the opportunity to make demands and proposals on any subject within the scope of representation and that this MOU constitutes the full and entire understanding of the parties regarding the matters set forth herein. The parties mutually understand that any prior or existing understandings or agreements by the parties, whether formal or informal, are hereby superseded or terminated.
- B. The parties mutually agree that this MOU may not be opened at any time during its term for any reason, except by mutual consent of the parties hereto.
- C. It is mutually understood that any changes mutually agreed to shall not be binding upon the parties unless and until they have been implemented in accordance with this Article.
- D. The waiver or breach of any term or condition of this MOU by any party hereto, shall not constitute a precedent in the future enforcement of any of its terms and provisions.

**ARTICLE 1.5 TERM**

- A. 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, Implementation of Memorandum of Understanding, are fully met, but in no event shall said MOU become effective prior to July 1, 2010. This MOU shall expire and otherwise be fully terminated at 11:59 p.m. on June 30, 2013.
- B. Notwithstanding the above and unless otherwise specified in this MOU, the provisions of this MOU shall remain in effect until a successor MOU is implemented, as long as the parties have met their obligations under the provisions of Article 1.6, Calendar for Successor Memorandum of Understanding, to their mutual satisfaction, and are continuing to meet and confer in good faith.

**ARTICLE 1.6 CALENDAR FOR SUCCESSOR MEMORANDUM OF UNDERSTANDING**

In the event the Association or Management desires a successor MOU, said party shall serve upon the other written notice during the period of December 1, 2012, through February 1, 2013. Meet and confer sessions shall begin no later than thirty (30) calendar days following the receipt of written notice.

**ARTICLE 1.7            OBLIGATION TO SUPPORT**

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

**ARTICLE 1.8            SAVINGS CLAUSE**

- A. If any term or provision of this MOU is found to be in conflict with any City, State or Federal law, the parties agree to meet promptly, and as often as necessary, to expeditiously renegotiate this term or provision.
  
- B. All other terms and provisions of this MOU shall remain in full force and effect during the period of such renegotiations and thereafter until their normal expiration date.
  
- C. The parties understand that some of the employees covered by this MOU may be covered by the Fair Labor Standards Act of 1938, as amended, 29 U.S.C. Section 210 et. Seq. (FLSA). To the extent that any provision herein conflicts with the FLSA, employees covered by the FLSA shall receive benefits required thereunder and any additional benefits set forth herein if compatible with the FLSA.

**ARTICLE 1.9            MANAGEMENT RIGHTS**

As the responsibility for the management of the City and direction of its work force is vested exclusively in its City officials and department heads whose powers and duties are specified by law, it is mutually understood that except as specifically set forth herein no provisions in this MOU shall be deemed to limit or curtail the City officials and department heads in any way in the exercise of the rights, powers and authority which they had prior to the effective date of this MOU. The Association recognizes that these rights, powers, and authority include but are not limited to, the right to determine the mission of its constituent departments, offices and boards, set standards of services to be offered to the public, exercise control and discretion over the City's organization and operations, take disciplinary action for proper cause, relieve City employees from duty because of lack of work, lack of funds or other legitimate reasons, determine the methods, means and personnel by which the City's operations are to be conducted, take all necessary actions to maintain uninterrupted service to the community and carry out its mission in emergencies; provided, however, that the exercise of these rights does not preclude employees and their representatives from consulting or raising grievances about the practical consequences that decisions on these matters may have on wages, hours, and other terms and conditions of employment.

**ARTICLE 1.10 NO STRIKE – NO LOCKOUT**

- A. The City of Los Angeles is engaged in public services requiring continuous operations that are necessary to maintain the health and safety of all citizens. The obligation to maintain these public services is imposed upon the City and the Association during the term of this MOU and the certification of the Association as the exclusive representative of the employees in this representation unit.
- B. In consideration of the obligation to maintain public services the City agrees that there shall be no lockout, or the equivalent, of the members of the unit, and the Association agrees that there shall be no strike, sympathy strike, or other concerted action resulting in the withholding of service by the members of the unit during the term of this MOU. In the event of a work action by the unit members, the Association shall make concerted and reasonable efforts to ensure the return of its unit members to work. Failure by the Association to act or failure of the Association’s actions to secure the return of striking employees shall constitute sufficient cause for the City to take whatever corrective action it deems appropriate against an employee.
- C. The curtailing of operations by the City in whole or in part for operational or economic reasons shall not be construed as a lockout.
- D. The provisions of this Article are not intended to conflict in any way from any restrictions imposed by law on strikes, sympathy strikes, or other types of work stoppages by public employees.

**SECTION 2.0 ASSOCIATION SECURITY**

**ARTICLE 2.1 UNIT MEMBERSHIP LIST**

Within thirty (30) days from the effective date of this MOU, Management will provide the Association with an alphabetized list of employees subject to this MOU, which will include each employee's name, employee number, class title and membership status. Home addresses shall be provided within sixty (60) days from the effective date of this MOU and each ninety (90) days thereafter.

**ARTICLE 2.2 USE OF CITY FACILITIES**

- A. The Association shall be permitted to use City facilities on prior approval for the purpose of holding meetings to the extent that such facilities are available to the public, and to the extent that such use of the facility will not interfere with normal departmental operations. Participating employees will attend said meetings on their own time.
- B. If the use of a facility normally requires a fee for rental or special set-up, security, and/or cleanup service, the Association will provide or assume the cost of such service(s) or facility.

**ARTICLE 2.3            BULLETIN BOARDS**

- A. The CAO agrees to provide one bulletin board, which may be used by the Association for the following purposes:
  - 1. Notices of Association meetings.
  - 2. Notices of Association elections and their results.
  - 3. Notices of Association recreational and social events.
  - 4. Reports of official Association business.
  - 5. Any other communication or written material which has received the prior approval of the designated CAO management representative.
- B. It is further agreed that the Association representative shall place a removal date on all materials to be posted.

**SECTION 3.0            GRIEVANCES**

**ARTICLE 3.1            GRIEVANCE PROCEDURE**

**A. Statement Of Intent**

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

**B. Definition**

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

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

## **C. General Provisions**

### **1. Binding Election Of Procedure**

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

### **2. Grievance Process Rights**

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

### **3. Time, Time Limits And Waivers**

- a. "Business days" shall be defined as Monday thru Friday, exclusive of City Holidays, as defined in Article 7.5 of this MOU.
- b. The time limits between steps of the grievance procedure provided herein may be extended by mutual agreement, not to exceed sixty (60) business days. In addition, the grievant and Management may jointly waive one level of review from this grievance procedure.

### **4. Mediation**

- a. At any step following the Informal Discussion in the grievance process, the Association or Management may request mediation, by letter to the department's personnel officer. Within ten (10) business days of receipt of a request for mediation, the receiving party shall either return the request without action or request that the Employee Relations Board appoint a mediator. The Employee Relations Board shall attempt to obtain the services of a mediator from the State Mediation and Conciliation Service. If a State mediator is unavailable, Association and Management may jointly agree to a mediator selected by the Executive Director of the Employee Relations Board. The fees of such mediator shall be shared equally by Association and Management.
- b. The primary effort of the mediator shall be to assist the parties in settling the grievance in a mutually satisfactory fashion. The mediation procedure shall be informal, i.e., court reporters shall not be allowed, the rules of evidence shall not apply, and no formal record shall be made. The mediator shall determine whether witnesses are necessary in the conduct of the proceedings.

- c. If settlement is not possible, the mediator may be requested to provide the parties with an immediate oral opinion as to how the grievance would be decided if it went to arbitration. Such opinion shall be advisory only. Upon mutual agreement of the parties, the mediator may be requested to furnish such opinion in writing, along with a brief statement of the reasons for the opinion. Such opinion shall not be used during any subsequent arbitration.
- d. Notwithstanding the above, and Section 4.865 of the Employee Relations Ordinance, the parties may mutually agree to accept the opinion of the mediator as binding.
- e. If mediation does not resolve the issue, the grievant has ten (10) business days to file an appeal to the next level in the procedure.

## **5. Expedited Issues**

- a. To resolve issues at the appropriate level, the following issues will be automatically waived to the General Manager level of the grievance process.
  - 1) Suspensions without pay
  - 2) Allegations of failure to accommodate medical restrictions
  - 3) Allegations of retaliation
  - 4) Whistleblower complaints
- b. Additional issues may be waived to the General Manager level upon mutual agreement of the Association and management.

## **D. Grievance Process**

### **Step 1 Issue Identification And Informal Discussion**

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

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

## **Step 2**

1. If the issue is not resolved at Step 1, or jointly referred to another administrative procedure for resolution, the employee may, within ten (10) business days of receiving the response from the immediate supervisor, serve a grievance initiation form with the immediate supervisor (or another member of management if the immediate supervisor is not available within the ten day filing period), who will accept it on behalf of management and immediately forward it to the appropriate Assistant City Administrative Officer (ACAO).
2. The ACAO, shall meet with the employee within ten (10) business days of the date of service of the grievance form at this Step to discuss the facts and solicit information on possible solutions or other appropriate administrative procedures. The ACAO will provide a written response to the employee within ten (10) business days of meeting with the employee. Failure of the ACAO to respond within the time limit shall entitle the grievant to process the grievance to the next step.

## **Step 3**

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

#### **Step 4 Arbitration**

1. If the written response at Step 3, or mediation, does not settle the grievance, or management fails to provide a written response within 30 business days of the Step 3 meeting, the Association may elect to serve a written request for arbitration with the Employee Relations Board. A copy of this notice shall be served upon the Personnel Officer. The request for arbitration must be filed with the Employee Relations Board within twenty (20) business days following (a) the date of service of the written response of the CAO or the designee, or (b) the last day of the response period provided for in Step 3 or 3A. Failure of the Association to serve a written request for arbitration with the Employee Relations Board within said period shall constitute a waiver of the grievance.
2. If such written notice is served, the parties shall jointly select an arbitrator from a list of seven arbitrators furnished by the Employee Relations Board, within ten (10) business days following receipt of said list. Failure of the Association to notify the Employee Relations Board of the selected arbitrator within 60 business days of receipt of said list shall constitute a waiver of the grievance.
  - a. Arbitration of a grievance hereunder shall be limited to the formal grievance as originally filed by the employee to the extent that said grievance has not been satisfactorily resolved. The proceedings shall be conducted in accordance with applicable rules and procedures adopted or specified by the Employee Relations Board, unless the parties hereto agree to other rules or procedures for the conduct of such arbitration. The fees and expenses of the arbitrator shall be shared equally by the parties involved, it being mutually understood that all other expenses including, but not limited to, fees for witnesses, transcripts, and similar costs incurred by the parties during such arbitration, will be the responsibility of the individual party incurring same.
  - b. The decision of an arbitrator resulting from any arbitration of a grievance hereunder shall be binding upon the parties concerned.
  - c. The decision of an arbitrator resulting from any arbitration of grievances hereunder shall not add to, subtract from, or otherwise modify the terms and conditions of this Memorandum of Understanding.

## **E. Procedure For Grievances Affecting A Group Of Employees**

1. The Association may elect to file a grievance on behalf of two or more employees. The facts and issues of the grievance must be the same.
2. The Association shall file the grievance in writing with the CAO, or designee, within twenty (20) business days following the day the issue arose. To the extent possible, the filing shall include the issue of the grievance, proposed solution(s), the names of the employees impacted by the issue, and the specific facts pertaining to each grievant. All employees participating in the grievance must waive their respective rights to file an individual grievance on the same issue by completing an individual grievance waiver form prior to the meeting with the General Manager.
3. The CAO, or designee, shall provide written notification to the Employee Relations Division of the receipt of the grievance. The CAO, or designee, shall meet with the Association within twenty (20) business days of receipt of the grievance to review the facts, solicit information on the proposed solution(s), or consider other appropriate administrative procedures. The CAO, or designee, may include CAO managers who have knowledge of the grievance issues and/or representatives from the Employee Relations Division in the meeting with the Association. The CAO, or designee, shall prepare a written response within twenty (20) business days of the meeting.

## **ARTICLE 3.2 GRIEVANCE REPRESENTATION**

- A. The Association may designate a reasonable number of grievance representatives who must be members of the Unit, and shall provide the CAO with a written list of employees who have been so designated. Management will semi-annually accept changes to the list presented by the Association. A grievance representative, if so requested, may represent a grievant at all levels of the grievance procedure.
- B. The grievant and the representative may have a reasonable amount of paid time off for the purpose of presenting grievances.
- C. The grievant's supervisor must concur regarding the necessary time off for presenting the grievance at the appropriate level. The grievant shall notify the representative of the meeting arrangements.
- D. Time spent on grievances outside of regular working hours of the employee or the representative shall not be counted as work time for any purpose. Whenever a grievance is to be presented during the work hours of the grievant and/or the representative, only that amount of time necessary to bring about a prompt disposition of the grievance will be allowed.

**SECTION 4.0        ON THE JOB**

**ARTICLE 4.1        SAFETY**

- A. Management will make every reasonable effort to provide safe working conditions. The Association 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/her immediate supervisor. Said Supervisor should:
1. Correct or eliminate the hazardous condition if correction or elimination thereof is within the authority and capability of the supervisor; or
  2. Safeguard a hazardous condition in such a manner as to preclude injury to personnel and/or property damage, and promptly report the nature and location of the hazardous condition to the next level of supervision designated by departmental management for said purpose, if elimination of the hazardous condition is not within the immediate supervisor's capability.
  3. If elimination of the hazardous condition is not within the capability of the second level of supervision to correct, he/she shall promptly report the problem to the next designated level of supervision or inform the Departmental Safety Coordinator about the problem.
- B. If the procedures for handling a reported hazardous condition are not initiated, or if initiated, fail to affect a satisfactory solution of the problem within a reasonable time, the employee or his/her representative may call the City Occupational Safety Office and report such hazard.
- C. Unresolved complaints hereunder may be referred to the State Safety Engineer for processing under the CAL/OSHA rules and regulations.

**ARTICLE 4.2        PERSONNEL FOLDERS**

- A. An employee shall be entitled to review the contents of any of his/her departmental personnel folder(s) at reasonable intervals, upon request, during regular work hours. Such review shall not interfere with the normal business of Office.
- B. No evaluatory or disciplinary document may be placed in an employee's personnel file without his/her review and a copy of the document presented to him/her for his/her records. The employee shall acknowledge that he/she has reviewed and received a copy of the document by signing it with the understanding that such signature does not necessarily indicate agreement with its contents.

- C. A written reprimand or “Notice to Correct Deficiencies” will be sealed upon the written request of an affected employee if he/she has not been involved in any subsequent related incidents that resulted in written corrective counseling or other Management action for a period of five (5) years from the date the most recent notice was issued or Management action taken.
- D. Pursuant to the above paragraph, those documents, either removed from the personnel file or sealed, shall be available upon subpoena or other appropriate legal request.

### **ARTICLE 4.3        REST PERIOD**

- A. Each employee shall be granted a minimum fifteen (15) minute 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 the express consent of the designated supervisor.
- B. 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.

### **SECTION 5.0        WORK SCHEDULES**

#### **ARTICLE 5.1        WORK SCHEDULES**

- A. Pursuant to the Fair Labor Standards Act (FLSA), employees shall have a fixed workweek that consists of a regular recurring period of 168 consecutive hours (seven 24-hour periods) which can begin and end on any day of the week and at any time of the day. The designated workweek for an employee may be changed only if the change is intended to be permanent and not designed to evade overtime requirements of the FLSA. Management may assign employees to work a five/forty or nine/eighty work schedule. Management may require employees to change their work schedules (working hours or change days off, except the split day) within the same FLSA work week, providing that the change is not arbitrary, capricious or discriminatory. In the event Management's actions are shown to be arbitrary, capricious, or discriminatory before an arbitrator, the award of the arbitrator shall be to reverse the action of Management.
- B. Employees on a nine/eighty modified work schedule shall have designated a regular day off (also known as 9/80 day off) which shall remain fixed. Temporary changes to the designated 9/80 day off at the request of Management or the employee are prohibited unless it is intended for the employee to work additional hours (overtime).

- C. Employees who work on a schedule other than five/forty shall have their sick leave, vacation and holiday credits accrued at the same hourly rate as an employee on the five/forty schedule.

**SECTION 6.0            COMPENSATION**

**ARTICLE 6.1           SALARIES**

The parties hereby agree that salary ranges set forth in Appendix A will be operative on July 1, 2010.

**ARTICLE 6.2           COMPENSATION ADJUSTMENTS**

If the City authorizes a base wage compensation increase between July 1, 2010, through June 30, 2013, for the classifications of either Management Analyst (class code 9184) or Senior Management Analyst (class code 9171), exclusive of the Department of Water and Power, an equal base wage compensation increase will be made to the classifications of Administrative Analyst (class code 1590) and Senior Administrative Analyst (class code 1541) beginning on the same day that said increase is made to the Management Analyst or Senior Management Analyst class(es). This Article shall expire on June 30, 2013, and shall not continue until a successor MOU is negotiated, per Article 1.5.B. of this MOU.

**ARTICLE 6.3           UNPAID DAYS**

- A. Between July 1, 2011, and June 30, 2012, all Unit members shall be required to take 32 hours of unpaid time off. For scheduling purposes, this unpaid time shall be treated similar to vacation time, i.e., a Unit member shall request unpaid time off and their supervisor shall approve the request given operational needs and other scheduling necessities.
- B. Between July 1, 2012, and June 30, 2013, all Unit members shall be required to take 32 hours of unpaid time off. For scheduling purposes, this unpaid time shall be treated similar to vacation time, i.e., a Unit member shall request unpaid time off and their supervisor shall approve the request given operational needs and other scheduling necessities.

## **ARTICLE 6.4**

## **OVERTIME**

### **A. Distribution of Overtime**

Management will attempt to assign overtime work as equitably as possible among all qualified employees in the same classification and organizational unit. However, Management may consider special skills required to perform particular work. No employee shall work overtime without prior approval from his or her supervisor. 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. Working and not recording the time is similarly prohibited.

### **B. 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.

### **C. Rate and Method of Compensation – FLSA Non-Exempt Employees**

Compensation for overtime worked by employees in classifications listed in Appendix A, herein, shall be for all hours worked in excess of 40 hours actually worked (HW) in a workweek. Management shall have the discretion to determine whether overtime compensation shall be in cash or time-off. Overtime compensation shall be in time off at the rate of one and-one-half (1 ½) hours for each hour of overtime worked or at the rate of one and-one-half (1 ½) times the employee's regular rate of pay.

### **D. Compensatory Time Off**

1. Employees may, subject to Management discretion, be permitted to accumulate up to 80 hours of compensatory time off (CTO). Occasionally, employees may accumulate CTO in excess of 80 hours for a temporary period of time, not to exceed an additional fiscal year. If an employee does not schedule and take CTO over 80 hours prior to the end of the fiscal year, Management may require employees to use CTO prior to the end of the fiscal year; require employees to use such time in lieu of vacation (unless the mandatory use of CTO would result in the loss of vacation accumulation) or other leave time; or authorize cash payment. In the event sufficient funds are not available to provide cash compensation for all or a portion of the CTO hours in excess of 80, Management may extend the time limit for a period not to exceed one additional fiscal year.

2. In accordance with FLSA, no employee shall lose CTO. An employee who has requested the use of CTO for overtime worked must be permitted by Management to use such time within a reasonable time period after making the request unless the use of the CTO within a reasonable period 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). Under no circumstances shall compensated time off in excess of 240 hours be accumulated.

## **ARTICLE 6.5 SALARIED EMPLOYEES**

- A. Employees in the class and pay grade of Senior Administrative Analyst II shall be treated as salaried employees, in accordance with the provisions of the Fair Labor Standards Act.
- B. Salaried employees may be assigned a 5/40 or 9/80 schedule at the discretion of Management. Notwithstanding any Los Angeles Administrative Code and MOU provisions, or other City department rules and regulations to the contrary, these employees shall not be required to record specific hours of work for compensation purposes, although hours may be recorded for other purposes. These employees will be paid the predetermined salary for each biweekly pay period, as indicated in Appendix A, and shall not receive overtime compensation. Salaried employees shall not be subject to deductions from salary or any leave banks for absence from work for less than a full workday when such absences are occasional partial day absences that are authorized by the appropriate supervisor. Partial day absences that are long-term or recurring (e.g., intermittent leave/reduced work schedule for purposes of Family/Medical Leave) are subject to deductions from salary or leave banks.
- C. Salaried employees shall not be subject to disciplinary suspension for a period of less than a workweek (seven days; half of the biweekly pay period) unless based on violations of a safety rule of major significance or misconduct.
- D. The CAO may grant time off for extra hours worked due to unusual situations.

## **ARTICLE 6.6 SALARY STEP ADVANCEMENT**

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

## **B. Full-time Employees**

### **1. The First Salary Step Advancement Following Initial Appointment or Promotion**

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

### **2. Subsequent Step Advancement**

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

### **3. Extension of Step Advancement Date – Uncompensated Hours**

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

### **4. Consecutive Appointments within a 12 Month Period**

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

### **5. Appointments to New Positions with the Same or Lower Salary Range**

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

### **C. Part-time Employees / Civil Service Half-Time Employees**

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

### **ARTICLE 6.7      CIVIC DUTY**

- A. Whenever an employee is served with a subpoena by a court of competent jurisdiction which compels his/her presence as a witness during his/her normal working period, unless he/she is a party to 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/she receives for such appearance. This Article is not applicable to appearances for which the employee receives compensation in excess of his/her regular earnings.
  
- B. 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 6.8      JURY SERVICE**

Any employee who is duly summoned to attend any court for jury service or has been nominated and selected to serve on the Grand Jury of Los Angeles County shall, for those days during his or her scheduled working period during which jury service is actually performed and for those days necessary to qualify for jury service, receive his/her regular salary. Any jury attendance fees received by an employee who receives his/her regular salary pursuant to this provision, except those fees received for jury service performed on a regular day off or a holiday, shall be paid to the City. The absence of any employee for the purpose of performing jury service during his/her scheduled working period shall be deemed to be an authorized absence with pay within the meaning of Section 4.75 of the Los Angeles Administrative Code, with pay calculated pursuant to the Code.

## **ARTICLE 6.9        MILITARY LEAVE**

- A. Every employee who qualifies for and is granted a military leave, whether temporary or otherwise, pursuant to the provisions of the Military and Veterans Code of the State of California, shall, before he/she is paid his/her salary or compensation during such leave, or any part thereof, as provided in said Code, furnish to his/her appointing authority two certified copies of his/her orders, one (1) copy to be filed in the department in which he/she is employed and the other with the Controller. In lieu of the orders, the employee shall furnish to the appointing authority, upon forms provided by the Controller, certified evidence of his/her entry into active service in the armed forces of the United States and the date thereof. Any certification required by this Article may be made by any commissioned officer of such armed forces. The Controller shall have power at any time to require such additional satisfactory evidence of the entry of such employee into active service in such armed forces and of the actual performance by the employee of ordered military duty during all or any part of such leave.
  
- B. In determining whether an employee has been in the service of the City for a period of not less than one year immediately prior to the date on which the absence begins, continuous service shall be required.
  
- C. Unit members called into active military service (other than temporary military leave) shall accrue vacation time, and be entitled to the cash-out of accrued, but unused vacation time, in accordance with Article 7.6, Vacation, Section II of this MOU.

## **SECTION 7.0        BENEFITS**

### **ARTICLE 7.1        HEALTH AND DENTAL PLANS**

- A. During the term of this MOU, the City will provide benefits in accordance with the Civilian Modified Flexible Benefits Program (hereinafter Flex Program) and any modifications thereto as recommended by the Joint Labor-Management Benefits Committee and approved by the City Council.
  
- B. If there are any discrepancies between the benefits described herein and the Flex Program approved by the Joint Labor-Management Benefits Committee, the Flex Program benefits will take precedence.
  
- C. **Health Plans**
  - 1. The health plans offered and benefits provided by those plans shall be those approved by the City's Joint Labor-Management Benefits Committee and administered by the Personnel Department, in accordance with Administrative Code Section 4.303.

2. Management agrees to contribute a monthly sum not to exceed \$1,098.26 per month, effective July 1, 2011, per full-time employee, effective the beginning of the pay period in which the Kaiser yearly premium rate change is implemented towards the cost of a City-sponsored health plan for employees who are members of LACERS.
3. Effective July 1, 2011, for each half-time employee, as defined by Section 4.110 of the Los Angeles Administrative Code (LAAC) and for each employee who transfers from full-time to half-time status, Management agrees to contribute a monthly sum not to exceed \$422.42 per employee.
4. Management will apply this subsidy first to the employee's coverage. Any remaining balance will be applied toward the coverage of the employee's dependents under the plan.
5. During the term of this MOU, Management's monthly subsidy for full-time employees shall increase by the increase in the Kaiser family rate. For half-time employees, Management's monthly subsidy shall increase by the increase in the Kaiser Permanente Single Party Rate. Increases in this monthly subsidy shall be effective at the beginning of the pay period in which the Kaiser Permanente yearly premium rate change is implemented.
6. Full-time employees who work a temporary reduced schedule under the provisions of Article 7.8, Family and Medical Leave, shall continue to receive the full-time employees subsidy and shall be subject to any adjustments applied to that subsidy as provided in this Article.
7. During the term of this MOU, the Joint-Labor Management Benefits Committee will review all rate changes and their impact on the Health Plans.

#### **D. Dental Plans**

1. The dental plans offered shall be those approved by the City's Joint Labor-Management Benefits Committee and administered by the Personnel Department, in accordance with Administrative Code Section 4.303.
2. Management will expend for full-time employees in the classifications listed in this Unit, who are members of LACERS, the monthly sum necessary to cover the cost of employee-only coverage under the City-sponsored Dental Plan Program. Coverage for dependents of eligible employees may be obtained in a City-sponsored plan at the employee's expense, provided that such sufficient enrollment is maintained to continue to make such coverage available.

3. For each half-time employee, as defined by Section 4.110 of the LAAC, 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.
4. During the term of this MOU, the Joint Labor-Management Benefits Committee will review all rate changes and their impact on the Dental Plans.

#### **E. Definition of Dependents**

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

#### **F. General Provisions**

1. An open enrollment period of at least 30 days shall be declared by the Personnel Department. During this open period, employees may enroll themselves and, at their option, their dependents in the City-sponsored plan. Employees who fail to enroll during this open period will be ineligible to participate in City-sponsored plan unless another open enrollment period is subsequently declared by the Personnel Department. However, employees may enroll in Association-sponsored programs in accordance with the procedures of those programs.
2. Management will retain all duties and responsibilities it has had for the administration of the City's Health and Dental Plans.

#### **G. Subsidy During Family or Medical Leave**

For employees who are on Family or Medical Leave under the provisions of Article 7.8 herein, Management shall continue the City's medical and dental plan subsidies for employees who are enrolled in a City health and/or dental plan prior to the beginning of said leave. Employees shall be eligible for such continued subsidies while on a Family or Medical Leave in accordance with Article 7.8 herein. However, for any unpaid portion of Family or Medical Leave, health and/or dental plan subsidies shall be continued for a maximum of nine (9) pay periods.

## **H. Benefit Protection Plan**

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

## **ARTICLE 7.2 RETIREMENT BENEFITS**

### **A. Benefits**

1. Effective at the start of the payperiod following the effective date of the ordinance implementing the ERIP through June 30, 2011, for all employees regardless of their date of hire, the Beta Retirement Formula (as contained in section 4.1031 of the Los Angeles Administrative Code) shall be continued and a flat-rated employee retirement contribution of six percent (6%) shall be implemented.
2. Effective July 1, 2011, through June 30, 2026, for all employees regardless of their date of hire, the Beta Retirement Formula shall be continued and a flat-rated employee retirement contribution of seven percent (7.0%) shall be implemented. On July 1, 2026, the Beta Retirement Formula shall be continued and the flat-rate employee retirement contribution shall return to six percent (6%) in accordance with the ERIP Agreement of October 26, 2009.

### **B. Retiree Health Benefit**

1. Effective July 1, 2011, all Unit members who are members of LACERS shall contribute an additional two percent (2%) of their pre-tax compensation to defray a portion of the City's cost of providing retiree health insurance, thereby resulting in a total employee retirement contribution flat rate of nine percent (9%).
2. Effective January 1, 2013, all Unit members who are members of LACERS shall contribute an additional two percent (2%) of their pre-tax compensation, thereby increasing the employee contribution to defray a portion of the City's cost of providing retiree health insurance to a total of four percent (4%). Effective January 1, 2013, the total employee retirement contribution flat rate shall be eleven percent (11%) and shall be subject to modification pursuant to future MOU negotiations in accordance with applicable Charter provisions.

3. As of April 2011 there is a retiree health benefit for employees provided under Division 4, Chapter 11, Article 3 of the Los Angeles Administrative Code (LAAC). Commencing on the effective date of this MOU, the parties agree that the retiree health benefit available under this program is a vested benefit for Unit members. Specifically, the parties agree that the current Maximum Medical Plan Premium Subsidy of \$1,190 per month, which represents the Kaiser two-party non-Medicare Part A and Part B premium, is vested. Additionally, the maximum amount of the annual increase authorized in LAAC Section 4.1103.4 shall be granted and is vested. The entitlement to retiree health benefits under this provision shall be subject to the rules under Division 4, Chapter 11 of the LAAC in effect as of the effective date of this provision.
4. The parties further agree that as a condition of vesting the Maximum Medical Plan Premium authorized by the LAAC, the amount of employee contributions is subject to bargaining in future MOU negotiations in accordance with applicable Charter provisions.

**C. Procedure for Benefits Modifications**

1. 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 LACERS are affected shall be recommended to the City Council by the City Administrative Officer as affecting membership of all employees in the LACERS. Such modifications need not be included in the MOU in order to be considered appropriately negotiated.
2. 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.
3. If agreement is not reached between Management and the organizations representing a majority of the members in LACERS as to whether a particular proposal constitutes either a major or a minor modification, the proposal shall be treated as a major modification.

## **ARTICLE 7.3        SICK LEAVE BENEFITS**

A. Every full-time employee shall be entitled to sick leave with pay as herein provided, if the employee is compelled to be absent from work due to any illness or injury other than that caused by or arising from the employee's own moral turpitude. Such sick leave shall be allowed as follows:

1. Employees must complete six consecutive months of service without being absent without pay for more than a total of ten working days before accruing sick leave. At the completion of the qualifying period, such employees shall accrue one day of sick leave, and shall accrue one additional day at the end of each subsequent month worked until January 1 following completion of the six -month period. Such accrual will be on the first day of the pay period in which the employee's anniversary date falls. Beginning the January 1 following completion of the qualifying period, employees shall be allowed 12 working days' leave at full pay, and five working days at 75% of full pay, each calendar year, plus the days of sick leave accrued and accumulated as provided in this Article. Any unused balance of sick leave at 50% of full pay accrued prior to January 1, 1998 shall be compensated by cash payment at 25% of the employee's salary rate upon retirement or upon death if eligible to retire on the date of death.
2. Changes in an employee's rate of accrual resulting from a change in his/her bargaining unit shall be adjusted on the January 1 following such change.
3. Half-time employees, as defined by Section 4.110 of the Los Angeles Administrative Code, must complete a period of six consecutive months of service, and must have been compensated for at least 500 hours before qualifying for sick leave. Upon completion of the qualifying period, a half-time employee will be allowed leave prorated on the basis of total number of hours scheduled in relationship to the total number of hours required for full-time employment.

B. No sick leave at partial pay shall be allowed any employee unless and until all sick leave with full pay to which the employee is entitled shall have been used. All sick leave shall be taken in no less than one-half hour increments.

### **C. Payment for Unused Sick Leave**

1. Any unused balance of sick leave at full pay at the end of any calendar year shall be carried over and accumulated from one calendar year to the next to a maximum of 100 working days (800 hours), provided, however, that any sick leave at full pay remaining unused at the end of any calendar year, which if added to an employee's accumulated sick leave at full pay will exceed 100 working days (800 hours), shall, as soon as practicable after the end of each calendar year, be compensated for by cash payment of 50% of the salary rate current at the date of payment.

2. If an employee retires from the service of the City, or if an employee who is eligible to retire on or after July 1, 1996, dies prior to retirement, any balance of accumulated sick leave at full pay remaining unused at the date of retirement or death shall be compensated to the employee, or in the event of the death of the employee, to his/her legal beneficiaries, by cash payment at 50% of the employee's salary rate on the date of retirement or death.
3. If an employee retires from the service of the City, or if an employee who is eligible to retire dies prior to retirement, any balance of accumulated sick leave at 50% of full pay remaining unused at the date of retirement or death shall be compensated to the employee, or in the event of the death of the employee, to his/her legal beneficiaries, by cash payment at 25% of the employee's salary rate on the date of retirement or death.
4. The City Council may, by resolution, authorize cash payment to the legal beneficiaries of any City employee who is killed during the performance of job-related duties, for the balance of the accumulated full-pay sick leave at 100% of the employee's salary rate on the date of his/her death.
5. In no instance shall an employee or his/her beneficiaries be compensated more than once for accumulated full pay sick leave or any 50% sick leave upon retirement or death.
6. Any unused balance of sick leave at 75% of full pay at the end of any calendar year shall be carried over and accumulated from one calendar year to the next to a maximum of 100 working days (800 hours) at 75% pay. All accrued sick leave at partial pay in excess of such maximum amounts shall be deemed waived and lost.

#### **D. Preventive Medicine**

Upon approval of the appointing authority, an employee may be allowed sick leave with full pay not to exceed an aggregate of sixteen hours in any one calendar year, but not less than one hour at any one time which shall be included in the allowance of sick leave at full pay under this Article for the purpose of securing preventive medical, dental, optical or other like treatment or examination for the employee and for the members of the employees immediate family, as defined in Article 7.4.

## **E. Doctor's Certificate Requirement**

Payment for sick leave at full pay for any period of three consecutive working days or less may be allowed upon approval of the appointing authority. No payment, however, for sick leave in excess of three consecutive working days shall be made until a doctor's certificate or other suitable and satisfactory proof showing the fact of the illness and the necessity for the absence, together with such other satisfactory proof of the probity of the claim as may be required as been received, accepted and approved by the employee's appointing authority and reported to the Controller. Nothing in this Article shall prevent the appointing authority from requiring a doctor's certificate or proof of illness at any time.

## **F. Extended Sick Leave**

1. When sick leave extends for more than 25 consecutive working days, the appointing authority shall initiate the following procedure:
  - a. The appointing authority shall transmit a medical report of the employee's physician or such other evidence as he/she may have to the Personnel Department Examining Physician as to the medical necessity for such leave, estimated duration of the disability and any other pertinent medical facts in connection therewith. The General Manager of the Personnel Department may, if he/she deems it advisable, order a medical examination or make other investigation of the employee for the purpose of said report by the Personnel Department Examining Physician.
  - b. Upon receipt of the report from the Personnel Department Examining Physician, the General Manager of the Personnel Department shall submit the same to the appointing authority.
  - c. The appointing authority, after considering such report, may approve further payment for such sick leave not to exceed 63 additional working days or may disapprove further payment for any such additional sick leave and shall so notify the office of the Controller.
2. In any case where use of sick leave with either full or partial pay, or both, extends for more than 63 consecutive working days beyond the first 25 consecutive working days, and for each successive period of 63 working days thereafter, the appointing authority shall reinstate the procedure set forth above before payment for more than each 63 consecutive days may be made.

## **ARTICLE 7.4      FAMILY ILLNESS**

- A. Any employee who is absent from work by reason of the illness or injury of a member of his/her immediate family, and who has accrued unused sick leave at full pay, shall, upon the approval of the appointing authority be allowed leave of absence will full pay for a maximum of 12 working days in any one calendar year. The appointing authority may require that the employee furnish a doctor's certificate or other suitable proof showing the nature and extent of the injury or illness to justify such absence.
- B. "Immediate family" shall include the father, mother, brother, sister, spouse, child, grandparents, grandchildren, step-parents, father-in-law, mother-in-law, step-children, foster child, the domestic partner of an employee, and the child of a domestic partner.
- C. Any employee claiming a domestic partner for purposes of this Article shall complete a confidential affidavit to be filed in the Employee Benefits Office, Personnel Department, which shall be signed by the City employee and the domestic partner, declaring the existence of a domestic partnership with a named domestic partner.
- D. By extending to an employee the specific benefits defined by this Article, the City does not intend to confer or imply any other unspecified benefits to such employee, or to the employee's domestic partner, or to any other person.
- E. Leave under this Article may be used for the adoption of a child.

## **ARTICLE 7.5      HOLIDAYS AND HOLIDAY PAY**

- A. Notwithstanding the section 4.119 of the Los Angeles Administration (Legal Holidays for Employees), the following days shall be treated as holidays:
  - 1. New Year's Day (January 1)
  - 2. Martin Luther King, Jr.'s Birthday (the third Monday in January)
  - 3. President's Day (the third Monday in February)
  - 4. Memorial Day (the last Monday in May)
  - 5. Independence Day (July 4)
  - 6. Labor Day (the first Monday in September)
  - 7. Columbus Day (the second Monday in October)
  - 8. Veteran's Day (November 11)

9. Thanksgiving Day (the fourth Thursday in November)
  10. The Friday after Thanksgiving Day
  11. Christmas Day (December 25)
  12. Any day or portion thereof declared to be a holiday by proclamation of the Mayor with the concurrence of the City Council by resolution.
  13. One unspecified holiday in calendar year 2010 and in calendar year 2011 and two unspecified holidays in calendar year 2012 and 2013.
- B. When any holiday from 1 through 11 above falls on a Sunday, it shall be observed on the following Monday.
- C. When any holiday from 1 through 11 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 11 above occurs during an employee's regular 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 12 and/or 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 alternative 9/80 day off within the same workweek and calendar week as the holiday.
- H. Holiday Premium Pay – Any FLSA non-exempt full-time employee who works on any holiday listed above will receive eight (8) hours (or portion thereof as specified above in A.12.) of holiday pay and one and one-half (1-1/2) 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 (as defined herein) for the same hours.

- I. An employee who works (1) in excess of eight (8) hours on any holiday listed from 1 through 12 above, or (2) 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 I above). If such holiday falls on the employee's scheduled day off, an alternative day off in-lieu shall be scheduled within the same workweek and calendar week as the holiday.
- K. 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.
- L. The unspecified holiday shall be taken in accordance with the following requirements:
  - 1. The holiday must be taken in one full normal working day increment of eight (8) hours during the calendar year in which it is credited or it will be forfeited. The request for such time off, if timely submitted by the employee, will be promptly approved by Management subject to the operating needs of the employee's department, office or bureau. If an unforeseen operating requirement prevents the employee from taking such previously approved holiday, Management will reschedule the holiday so that it may be taken on some other mutually satisfactory date within the calendar year.
  - 2. Any break in service (i.e., resignation, discharge, retirement) 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 satisfactory 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 the number of unspecified holidays in A.13. above. Thus, (a) an employee transferring from the Department of Water and Power (DWP) to any other City department, office or bureau will not receive an unspecified holiday after taking such holiday prior to leaving the DWP, and (b) employees who resign or are terminated and then rehired during the same calendar year, will not receive an additional unspecified holiday when rehired.

**ARTICLE 7.6      VACATION**

**A. Vacation Accrual**

Each employee in this unit who has completed his/her qualifying year, shall be entitled to the following number of vacation days with full pay, based on the number of years of City service completed, accrued and credited at the rates indicated, subject to deductions for absences as provided in Sections 4.244-4.256 of the LAAC:

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

**B. Active Military Service: Vacation Accrual during Leave and Cash-Out of Accrued Vacation at Commencement of Leave**

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

## **ARTICLE 7.7       BEREAVEMENT LEAVE**

- A. An employee who is absent from work by reason of the death of a member of his/her immediate family shall, upon the approval of the appointing authority or the agent thereof designated to determine such matters, be allowed a leave of absence with full pay for a maximum of three working days for each occurrence of a death in the employee's immediate family. Such employees shall furnish a death certificate or other satisfactory proof of the death to justify the absence. "Immediate family" shall include, father, father-in-law, mother, mother-in-law, brother, sister, spouse, child, grandfather, grandmother, stepparents, stepchildren, grandchildren, any relative who resided in the employee's household, the domestic partner of an employee, and the following relatives of the domestic partner: mother, father, child, grandchild. For the purpose of this Article, simultaneous, multiple family deaths will be considered as one occurrence.
- B. Any employee claiming a domestic partner for purposes of this Article shall complete a confidential affidavit to be filed in the Employee Benefits Office, Personnel Department, which shall be signed by the City employee only, declaring the existence of a domestic partnership with a named domestic partner. By extending to an employee the specific benefits defined by this Article, the City does not intend to confer or imply any other unspecified benefits to such employee, or to the employee's domestic partner, or to any other person.
- C. In addition to the bereavement leave granted under this Article, upon the approval of the appointing authority, any employee who has accrued unused sick leave at full pay, shall be allowed sick leave with full pay not to exceed two working days per occurrence for the purpose of bereavement leave if it is necessary for the employee to travel a minimum of 1500 miles one way, as calculated by the Automobile Association of America (AAA). Employees requesting the use of sick leave under this provision shall furnish satisfactory proof to the appointing authority of the distance traveled. Use of sick leave hours for bereavement leave shall not be counted as sick leave in any department Sick Leave Use Monitoring Program.

## **ARTICLE 7.8       FAMILY AND MEDICAL LEAVE**

### **A. Authorization for Leave**

- 1. Up to four (4) months (nine [9] pay periods) of family or medical leave shall be provided for the purpose of childbirth, adoption, foster care of a child, or serious health condition of an immediate family member (as defined in Article 7.7), upon the request of the employee, or the designation of Management in accordance with applicable Federal or State law, notwithstanding any other provisions of this MOU or the LAAC to the contrary.
- 2. 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.

3. 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.
4. **Exception:** Under the provisions of this Article, a pregnant employee may be eligible for up to four (4) months (nine [9] pay periods) for childbirth disability and up to an additional four (4) months (nine [9] pay periods) for purposes of bonding. (See Section IV of this Article.)

## B. Definitions

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

1. **Spouse** means a husband or wife as defined or recognized under State law for purposes of marriage in this State.
2. **Domestic partner** means a named domestic partner in a confidential affidavit declaring the existence of said domestic partner and signed by the City employee, which is on file in the Employee Benefits Office, Personnel Department.
3. **Parent** means a biological, step-, adoptive or foster parent, an individual who stands or stood in loco parentis to an employee or a legal guardian. This term does not include parents-in-law. Persons who are in loco parentis include those with day-to-day responsibilities to care for and financially support a child or, in the case of an employee, who had such responsibility for the employee when the employee was a child. A biological or legal relationship is not necessary.
4. **Child** means a biological, adopted, or foster child, a stepchild, a legal ward, or a child of a person standing in loco parentis, who is either under age 18, or age 18 or older and incapable of self-care because of a mental or physical disability.

## C. Eligibility

1. The provisions of this Article shall apply to all employees in this Unit who have been employed by the City for at least 12 months and who have worked for at least 1,040 hours (half-time employees may include all compensated time off except IOD) during the 12 months immediately preceding the beginning of the leave.
2. **Exception:** In accordance with Pregnancy Disability Leave under the California Fair Employment and Housing Act (FEHA), on the first day of employment with the City, pregnant employees are eligible up to four (4) months (nine [9] pay periods) of leave if disabled due to pregnancy.

3. Parents (including those who are domestic partners) who both work for the City may take leave under the provisions of this Article at the same time to care for a new child by birth, adoption or foster care of a child. However, the aggregate period of time to which both are entitled is limited to the time allowed for only one employee. Spouses or domestic partners who both work for the City may take leave under the provisions of this Article at the same time to take care of a sick parent. However, the aggregate period of time to which both are entitled is limited to the time allowed for only one employee.
4. Each employee must notify his/her employing department at the time the leave is requested of the name and department of the other City employee who is requesting leave for the same incident. Such notification must include the starting and ending dates of the time period for which each employee is requesting leave.
5. The time limitation for spouses or domestic partners does not apply to leave taken by one employee to care for the other who is seriously ill, or to care for a child with a serious health condition.

#### D. Conditions

1. **Pregnancy** - The start of leave for a pregnant employee shall be at the beginning of the employee's pregnancy-related disability that a health care provider certifies as necessary. Leave for the non-disability portion of childbirth may be taken before or after delivery.
  - a. In accordance with Pregnancy Disability Leave (PDL) under the California FEHA, pregnant employees who are disabled due to pregnancy, childbirth, or related medical conditions are eligible for up to four (4) months (nine (9) pay periods) of leave with medical certification certifying the employee as unable to work due to a pregnancy-related condition. PDL under the FEHA may be taken before or after the birth of the child, and shall run concurrently with pregnancy leave under the federal Family and Medical Leave Act of 1993, which must be concluded within one year of the child's birth.
  - b. Employees (either parent) are also eligible for family leave ("bonding") under the California Family Rights Act, which shall be limited to four (4) months (nine (9) pay periods) and must be concluded within one year of the child's birth. (The administration of such leave shall be in accordance with Sections III.B. and IV.F of this Article.)
2. **Adoption** - The start of a family leave for adoption or foster care of a child shall begin on a date reasonably close to the date the child is placed in the custody of the employee. Leave may be granted prior to placement if an absence from work is required.

3. **Family Illness** - The start of a family leave for a serious health condition of a family member shall begin on the date requested by the employee or designated by management.
4. **Employee's Own Illness** - The start of a leave for the employee's own serious health condition shall begin on the date requested by the employee or designated by management.
5. A **serious health condition** is defined as an illness, injury, impairment, or physical or mental condition that involves:
  - a. Any period of incapacity or treatment connected with inpatient care in a hospital, hospice or residential medical care facility; or
  - b. A period of incapacity requiring an absence of greater than three days involving continuing treatment by or under the supervision of a health care provider; or
  - c. Any period of incapacity (or treatment therefor) due to a chronic serious health condition: or
  - d. A period of incapacity that is permanent or long-term due to a condition for which treatment may not be effective; or
  - e. Any absences to receive multiple treatments (including any period of recovery therefrom) by, or on referral by, a health care provider for a condition that likely would result in incapacity for more than three consecutive days if left untreated; or
  - f. Any period of incapacity due to pregnancy or for prenatal care.
6. **Continuous, Intermittent, and Reduced Work Schedule Leave** - All leave granted under this Article shall normally be for a continuous period of time for each incident.
  - a. An employee shall be permitted to take intermittent leave or work on a reduced schedule to take care of a family member with a serious health condition or for his/her own serious health condition when it is medically necessary. Management may require the employee to transfer temporarily to an available alternative position with equivalent compensation for which the employee is qualified that accommodates recurring periods of leave better than the employee's regular position. Employees who elect a part-time schedule shall receive prorated compensated time off benefits in accordance with Section 4.110 of the LAAC during the duration of their part-time schedule.

- b. In accordance with the California Family Rights Act (CFRA), leave for the birth, adoption or foster care placement of a child of an employee (“bonding” leave) does not have to be taken in one continuous period of time. Under CFRA, the basic minimum duration of bonding leave is two weeks, and on any two occasions an employee is entitled to such bonding leave for a time period of not less than one day but less than two weeks’ duration. Any other form of intermittent leave, or work on a reduced schedule, for the purpose of bonding leave shall only be permitted at the discretion of Management. Bonding leave must be concluded within one year of the birth or placement of the child.
- c. 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.
- d. A personal leave beyond the four (4) month (nine [9] pay period) leave provided in this Article may be requested, subject to the approval of the appointing authority and, if required, the Personnel Department, as provided under other City leave provisions.
- e. 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 be automatically considered to be on family or medical leave, effective the first day of the employee’s absence.
- f. Management has the right to request and verify the medical 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.
- g. Upon return from family or medical leave, an employee shall be returned to his/her original job or to an equivalent job.

## **E. Notice Requirements**

### **1. Employee**

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

## **2. Management**

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

## **F. Applicable Time Off**

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

### **1. Childbirth (Mother)**

- a. Accrued sick leave (100% and 75%) or vacation for the entire period of disability that a health care provider certifies is necessary (including prenatal care or the mother's inability to work prior to the birth) may be taken at the employee's discretion.
- b. For the non-disability portion of childbirth leave (before delivery or after ["bonding"]), accrued vacation available at the start of the leave shall be used prior to the use of time under 3, 4, 5 and 6 below.
- c. Accrued 100% sick leave. The use of sick leave under this subsection is at the employee's discretion.
- d. Accrued 75% sick leave, following use of all 100% sick leave. The use of sick leave under this subsection is at the employee's discretion.
- e. Unpaid leave.
- f. Accrued compensatory time off may be used at the employee's discretion, with management approval, after exhaustion of 100% sick leave (No. 3 above). In accordance with the final Department of Labor Regulations, which became effective January 16, 2009, and govern the federal Family and Medical Leave Act, any use of accrued compensatory time off under this Section shall be counted against the employee's annual family and medical leave entitlement.

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

- a. Annual family illness sick leave up to twelve (12) days may be used at the employee's discretion. Such leave may be taken before or after the vacation described in 2 below.
- b. Accrued vacation available at the start of the leave shall be taken. Such time must be used prior to the use of time under 3, 4, 5 and 6 below.
- c. Accrued 100% sick leave. The use of sick leave under this subsection is at the employee's discretion.
- d. Accrued 75% sick leave, following use of all 100% sick leave. The use of sick leave under this subsection is at the employee's discretion.
- e. Unpaid leave.
- f. Accrued compensatory time off may be used at the employee's discretion, with management approval, after exhaustion of 100% sick leave (No. 3 above). In accordance with the final Department of Labor Regulations, which became effective January 16, 2009, and govern the federal Family and Medical Leave Act, any use of accrued compensatory time off under this Section shall be counted against the employee's annual family and medical leave entitlement.

## **3. Personal Medical Leave**

- a. Accrued 100% sick leave may be used at the employee's discretion. Such leave may be taken before or after the vacation described in No. 3 below.
- b. Accrued 75% sick leave may be used following use of all 100% sick leave at the employee's discretion. Such leave may be taken before or after the vacation described in No. 3 below.
- c. Accrued vacation time.
- d. Unpaid leave.
- e. Accrued compensatory time off may be used at the employee's discretion, with management approval, after exhaustion of 100% sick leave (No. 1 above). In accordance with the final Department of Labor Regulations, which became effective January 16, 2009, and govern the federal Family and Medical Leave Act, any use of accrued compensatory time off under this Section shall be counted against the employee's annual family and medical leave entitlement.

### **G. 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.

### **H. Monitoring**

1. 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.
2. It is the intent of the parties that the provisions and administration of this Article be in compliance with the Family and Medical Leave Act of 1993, the California Family Rights Act of 1993, and the Pregnancy Disability Leave provisions of the California Fair Employment and Housing Act.

## **ARTICLE 7.9      PARKING**

The provisions of the Special Memorandum of Understanding regarding City Employee Parking and Commute Options, including all existing and future amendments, shall apply to employees represented by the Association. All City-wide parking and transportation policies promulgated by the Commute Options and Parking Section of the Personnel Department and/or the Joint Labor-Management Committee on Commute Options and Parking shall also apply, including the policies regarding appeals of employee parking issues. Such appeals shall not be grievable.

## **ARTICLE 7.10      DISABILITY INSURANCE PLAN**

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

## **ARTICLE 7.11      DEPENDENT CARE REIMBURSEMENT ACCOUNT**

During the term of this MOU, Management agrees to maintain a Dependent Care Reimbursement Account (DCRA), qualified under Section 129 of the Internal Revenue Code, for active employees who are members of LACERS, provided that sufficient enrollment is maintained to continue to make the account available. Enrollment in the DCRA is at the discretion of each employee. All contributions into the DCRA and related administrative fees shall be paid by employees who are enrolled in the plan. As a qualified Section 129 Plan, the DCRA shall be administered according to the rules and regulations specified for such plans by the Internal Revenue Service.

**ARTICLE 7.12      EMPLOYEE ASSISTANCE PROGRAM**

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

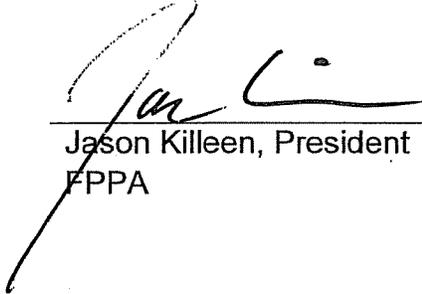
**ARTICLE 7.13      WORKERS' COMPENSATION**

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

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.

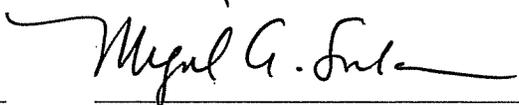
FOR THE FISCAL AND POLICY  
PROFESSIONALS ASSOCIATION:

FOR THE CITY:



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Jason Killeen, President  
FPPA



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Miguel A. Santana, CAO  
Office of the City Administrative  
Officer

Approved as to form:



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Zina P. Achenbach  
City Attorney's Office

6-21-11

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Date

APPENDIX A

Operative on July 1, 2010

<u>CLASS CODE</u>		<u>TITLE</u>	<u>SALARY RANGE</u>	<u>ANNUAL RANGE</u>	
1590	1	Administrative Analyst I	2682	56,000-	69,593
1590	2	Administrative Analyst II	3166	66,106-	82,142
1541	1	Senior Administrative Analyst I	3742	78,132-	97,092
1541	2	Senior Administrative Analyst II	4633	96,737-	120,185

APPENDIX A

Operative on July 1, 2010

RANGE: 2682

	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
HOURLY	26.82	28.32	29.90	31.57	33.33
BI-WEEKLY	2,145.60	2,265.60	2,392.00	2,525.60	2,666.40
MONTHLY	4,666.68	4,927.68	5,202.60	5,493.18	5,799.42
ANNUAL	56,000.16	59,132.16	62,431.20	65,918.16	69,593.04

RANGE: 3166

	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
HOURLY	31.66	33.43	35.29	37.26	39.34
BI-WEEKLY	2,532.80	2,674.40	2,823.20	2,980.80	3,147.20
MONTHLY	5,508.84	5,816.82	6,140.46	6,483.24	6,845.16
ANNUAL	66,106.08	69,801.84	73,685.52	77,798.88	82,141.92

RANGE: 3742

	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
HOURLY	37.42	39.51	41.71	44.04	46.50
BI-WEEKLY	2,993.60	3,160.80	3,336.80	3,523.20	3,720.00
MONTHLY	6,511.08	6,874.74	7,257.54	7,662.96	8,091.00
ANNUAL	78,132.96	82,496.88	87,090.48	91,955.52	97,092.00

RANGE: 4633

	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
HOURLY	46.33	48.91	51.64	54.52	57.56
BI-WEEKLY	3,706.40	3,912.80	4,131.20	4,361.60	4,604.80
MONTHLY	8,061.42	8,510.34	8,985.36	9,486.48	10,015.44
ANNUAL	96,737.04	102,124.08	107,824.32	113,837.76	120,185.28

APPENDIX B

Operative on July 1, 2011

<u>CLASS CODE</u>		<u>TITLE</u>	<u>SALARY RANGE</u>	<u>ANNUAL RANGE</u>	
1590	1	Administrative Analyst I	2682	56,000-	69,593
1590	2	Administrative Analyst II	3166	66,106-	82,142
1541	1	Senior Administrative Analyst I	3742	78,132-	97,092
1541	2	Senior Administrative Analyst II	4633	96,737-	120,185

APPENDIX B

Operative on July 1, 2011

RANGE: 2682

	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
HOURLY	26.82	28.32	29.90	31.57	33.33
BI-WEEKLY	2,145.60	2,265.60	2,392.00	2,525.60	2,666.40
MONTHLY	4,666.68	4,927.68	5,202.60	5,493.18	5,799.42
ANNUAL	56,000.16	59,132.16	62,431.20	65,918.16	69,593.04

RANGE: 3166

	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
HOURLY	31.66	33.43	35.29	37.26	39.34
BI-WEEKLY	2,532.80	2,674.40	2,823.20	2,980.80	3,147.20
MONTHLY	5,508.84	5,816.82	6,140.46	6,483.24	6,845.16
ANNUAL	66,106.08	69,801.84	73,685.52	77,798.88	82,141.92

RANGE: 3742

	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
HOURLY	37.42	39.51	41.71	44.04	46.50
BI-WEEKLY	2,993.60	3,160.80	3,336.80	3,523.20	3,720.00
MONTHLY	6,511.08	6,874.74	7,257.54	7,662.96	8,091.00
ANNUAL	78,132.96	82,496.88	87,090.48	91,955.52	97,092.00

RANGE: 4633

	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
HOURLY	46.33	48.91	51.64	54.52	57.56
BI-WEEKLY	3,706.40	3,912.80	4,131.20	4,361.60	4,604.80
MONTHLY	8,061.42	8,510.34	8,985.36	9,486.48	10,015.44
ANNUAL	96,737.04	102,124.08	107,824.32	113,837.76	120,185.28

APPENDIX C

Operative on January 1, 2012

<u>CLASS CODE</u>		<u>TITLE</u>	<u>SALARY RANGE</u>	<u>ANNUAL RANGE</u>	
1590	1	Administrative Analyst I	2763	57,691-	71,681
1590	2	Administrative Analyst II	3261	68,089-	84,606
1541	1	Senior Administrative Analyst I	3855	80,492-	100,015
1541	2	Senior Administrative Analyst II	4772	99,639-	123,798

APPENDIX C

Operative on January 1, 2012

RANGE: 2763

	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
HOURLY	27.63	29.17	30.80	32.52	34.33
BI-WEEKLY	2,210.40	2,333.60	2,464.00	2,601.60	2,746.40
MONTHLY	4,807.62	5,075.58	5,359.20	5,658.48	5,973.42
ANNUAL	57,691.44	60,906.96	64,310.40	67,901.76	71,681.04

RANGE: 3261

	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
HOURLY	32.61	34.43	36.35	38.38	40.52
BI-WEEKLY	2,608.80	2,754.40	2,908.00	3,070.40	3,241.60
MONTHLY	5,674.14	5,990.82	6,324.90	6,678.12	7,050.48
ANNUAL	68,089.68	71,889.84	75,898.80	80,137.44	84,605.76

RANGE: 3855

	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
HOURLY	38.55	40.70	42.97	45.37	47.90
BI-WEEKLY	3,084.00	3,256.00	3,437.60	3,629.60	3,832.00
MONTHLY	6,707.70	7,081.80	7,476.78	7,894.38	8,334.60
ANNUAL	80,492.40	84,981.60	89,721.36	94,732.56	100,015.20

RANGE: 4772

	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
HOURLY	47.72	50.38	53.19	56.16	59.29
BI-WEEKLY	3,817.60	4,030.40	4,255.20	4,492.80	4,743.20
MONTHLY	8,303.28	8,766.12	9,255.06	9,771.84	10,316.46
ANNUAL	99,639.36	105,193.44	111,060.72	117,262.08	123,797.52

APPENDIX D

Operative on July 1, 2012

<u>CLASS CODE</u>		<u>TITLE</u>	<u>SALARY RANGE</u>	<u>ANNUAL RANGE</u>	
1590	1	Administrative Analyst I	2832	59,132-	73,477
1590	2	Administrative Analyst II	3343	69,801-	86,715
1541	1	Senior Administrative Analyst I	3952	82,517-	102,521
1541	2	Senior Administrative Analyst II	4891	102,124-	126,888

APPENDIX D

Operative on July 1, 2012

RANGE: 2832

	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
HOURLY	28.32	29.90	31.57	33.33	35.19
BI-WEEKLY	2,265.60	2,392.00	2,525.60	2,666.40	2,815.20
MONTHLY	4,927.68	5,202.60	5,493.18	5,799.42	6,123.06
ANNUAL	59,132.16	62,431.20	65,918.16	69,593.04	73,476.72

RANGE: 3343

	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
HOURLY	33.43	35.29	37.26	39.34	41.53
BI-WEEKLY	2,674.40	2,823.20	2,980.80	3,147.20	3,322.40
MONTHLY	5,816.82	6,140.46	6,483.24	6,845.16	7,226.22
ANNUAL	69,801.84	73,685.52	77,798.88	82,141.92	86,714.64

RANGE: 3952

	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
HOURLY	39.52	41.72	44.05	46.51	49.10
BI-WEEKLY	3,161.60	3,337.60	3,524.00	3,720.80	3,928.00
MONTHLY	6,876.48	7,259.28	7,664.70	8,092.74	8,543.40
ANNUAL	82,517.76	87,111.36	91,976.40	97,112.88	102,520.80

RANGE: 4891

	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
HOURLY	48.91	51.64	54.52	57.56	60.77
BI-WEEKLY	3,912.80	4,131.20	4,361.60	4,604.80	4,861.60
MONTHLY	8,510.34	8,985.36	9,486.48	10,015.44	10,573.98
ANNUAL	102,124.08	107,824.32	113,837.76	120,185.28	126,887.76

APPENDIX E

Operative on January 1, 2013

<u>CLASS CODE</u>		<u>TITLE</u>	<u>SALARY RANGE</u>	<u>ANNUAL RANGE</u>	
1590	1	Administrative Analyst I	2918	60,927-	75,690
1590	2	Administrative Analyst II	3443	71,889-	89,325
1541	1	Senior Administrative Analyst I	4070	84,981-	105,590
1541	2	Senior Administrative Analyst II	5037	105,172-	130,688

APPENDIX E

Operative on January 1, 2013

RANGE: 2918

	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
HOURLY	29.18	30.81	32.53	34.34	36.25
BI-WEEKLY	2,334.40	2,464.80	2,602.40	2,747.20	2,900.00
MONTHLY	5,077.32	5,360.94	5,660.22	5,975.16	6,307.50
ANNUAL	60,927.84	64,331.28	67,922.64	71,701.92	75,690.00

RANGE: 3443

	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
HOURLY	34.43	36.35	38.38	40.52	42.78
BI-WEEKLY	2,754.40	2,908.00	3,070.40	3,241.60	3,422.40
MONTHLY	5,990.82	6,324.90	6,678.12	7,050.48	7,443.72
ANNUAL	71,889.84	75,898.80	80,137.44	84,605.76	89,324.64

RANGE: 4070

	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
HOURLY	40.70	42.97	45.37	47.90	50.57
BI-WEEKLY	3,256.00	3,437.60	3,629.60	3,832.00	4,045.60
MONTHLY	7,081.80	7,476.78	7,894.38	8,334.60	8,799.18
ANNUAL	84,981.60	89,721.36	94,732.56	100,015.20	105,590.16

RANGE: 5037

	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
HOURLY	50.37	53.18	56.15	59.28	62.59
BI-WEEKLY	4,029.60	4,254.40	4,492.00	4,742.40	5,007.20
MONTHLY	8,764.38	9,253.32	9,770.10	10,314.72	10,890.66
ANNUAL	105,172.56	111,039.84	117,241.20	123,776.64	130,687.92