

**MEMORANDUM OF UNDERSTANDING (MOU #9)  
FOR JOINT SUBMISSION TO THE CITY COUNCIL  
REGARDING THE  
PLANT EQUIPMENT OPERATION AND REPAIR REPRESENTATION UNIT**

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

**BY AND BETWEEN**

**THE HEADS OF DEPARTMENTS, OFFICERS, OR BUREAUS REPRESENTED  
HEREIN (hereinafter "Management")**

**AND**

**LOCAL NO. 501, INTERNATIONAL UNION OF OPERATING ENGINEERS  
(hereinafter "IUOE"), AFL-CIO**

**July 1, 2007 through June 30, 2012**

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**SECTION 1.0           GENERAL PROVISIONS**

**ARTICLE 1.1           RECOGNITION**

On April 27, 1973, Local 501, International Union of Operating Engineers (IUOE), AFL-CIO, was certified by the Employee Relations Board (hereinafter "ERB") as the majority representative of employees in the Plant Equipment Operation and Repair Representation Unit (hereinafter "Unit"). Accordingly, Management recognizes Local 501, IUOE, AFL-CIO (hereinafter "Union"), as the exclusive representative of the employees in said Unit.

The term "employee" or "employees" as used herein shall refer only to employees in the classifications listed in Appendices A through F, as well as such employees as are in classes or positions subsequently accreted to the Unit.

**ARTICLE 1.2           IMPLEMENTATION OF MOU**

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

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

**ARTICLE 1.3           FULL UNDERSTANDING**

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

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

Notwithstanding the foregoing:

- C. No alteration, variation, waiver, modification or amendment of any of the Articles, terms, or provisions requiring approval of the City Council (hereinafter "Council") contained herein, shall in any manner be binding upon the Union or Management unless and until jointly recommended in writing to the Council and approved and implemented in accordance with Article 1.2.
- D. The waiver of any breach, term or condition of this MOU by any party to this MOU shall not constitute a precedent in the future enforcement of any of its Articles, terms and provisions.

#### **ARTICLE 1.4 PROVISIONS OF LAW AND SEPARABILITY**

This MOU is subject to all current and future applicable Federal, State, and local laws, the Charter of the City of Los Angeles, and any lawful rules and regulations enacted by the Civil Service Commission, ERB, or similar independent commission(s) of the City. If any Article, part, or provision of this MOU is in conflict or inconsistent with such applicable provisions of Federal, State, or local law or regulations, or is otherwise held to be invalid or unenforceable by any tribunal of competent jurisdiction, such Article, part, or provision shall be suspended and superseded by such applicable law or such regulations and the remainder of this MOU shall not be affected thereby.

#### **ARTICLE 1.5 TERM**

The term of this MOU shall commence on the date when the terms and conditions for its effectiveness, as set forth in Article 1.2, Implementation of MOU, are fully met, but in no event shall said MOU become effective prior to 12:01 a.m. on July 1, 2007. This MOU shall expire and otherwise be fully terminated at 11:59 p.m. on June 30, 2012.

#### **ARTICLE 1.6 CALENDAR FOR SUCCESSOR MOU**

In the event either the Union or Management desires a successor MOU, said party shall serve upon the other during the period from January 1, 2012 through January 31, 2012, its written proposals for such successor MOU. Negotiations shall begin within fifteen (15) calendar days following receipt by either party of such proposals.

#### **ARTICLE 1.7 MANAGEMENT RIGHTS**

Except as specifically set forth herein, no provision in this MOU shall be deemed to limit or curtail the City's Officials and department heads in any way in the exercise of the rights, powers and authority which they had prior to the implementation date of this

MOU. The Union recognizes that these rights, powers, and authority include but are not limited to the right to determine the mission of its constituent departments, offices and boards; set standards of services to be offered to the public; exercise control and discretion over the City's organization and operations; take disciplinary action for proper cause; relieve 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 1.8            PEACEFUL RESOLUTION OF DISPUTES**

During the term of this MOU, or any subsequent period when impasse resolution procedures are in progress, or recommendations stemming therefrom are being considered by the parties to this MOU, Management agrees it will not lock out employees in this Unit, and the Union agrees that it will neither advocate, encourage nor participate in any work stoppages, nor encourage said employees to abstain in whole or in part from the full, faithful and proper performance of their duties of employment.

**ARTICLE 1.9            NONDISCRIMINATION**

The parties mutually reaffirm their respective policies of nondiscrimination in the treatment of any employee because of race, religion, color, gender, sexual orientation, marital status, age, disability, national origin, creed or ancestry.

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

**SECTION 2.0            UNION SECURITY**

**ARTICLE 2.1            UNIT MEMBERSHIP LIST**

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

**ARTICLE 2.2           WORK ACCESS**

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

The Union shall give to all heads of departments, offices or bureaus represented herein a written list of its full-time Union Staff Representatives which list shall be kept current by the Union.

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

**ARTICLE 2.3           LEAVES OF ABSENCE TO ATTEND UNION FUNCTIONS**

Subject to the staffing needs of a department, office or bureau, employees who have been officially appointed or elected by Local 501 to serve as officers or delegates may, upon written request of the Union, be granted temporary leave(s) of absence without pay not to exceed an aggregate total of seven (7) calendar days annually to attend official union conventions and/or conferences.

**ARTICLE 2.4           USE OF CITY FACILITIES**

City facilities may be used with the prior approval of Management for the purpose of holding meetings, to the extent that such facilities can be made available without interfering with normal departmental operations.

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

**ARTICLE 2.5           BULLETIN BOARDS**

**Section I**

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

- A.    Notices of Union meetings.
- B.    Notices of Union elections and their results.

- C. Notices of Union recreational and social events.
- D. Reports of official Union business.
- E. Any other communication which has received the prior approval of the head of the department, office or bureau, of the facility where said material is to be posted.

## **Section II**

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

## **Section III**

The Union shall place a removal date on all materials to be posted.

### **ARTICLE 2.6 EMPLOYEE RELATIONS**

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

Operating Engineers Local 501, the Bureau of Sanitation, and the Office of Management Employee Services, Department of Public Works, have established a Work Issue Committee. The Committee's mission will be to cooperatively review and attempt to develop solutions to work issues and problems involving Bureau of Sanitation rules, polices, procedures, and practices affecting members of Local 501; provide advice, assistance and support to managers and employees that promote the effectiveness, efficiency, and quality of work life; and provide an effective means of communication between Bureau officials, managers, and employees. It is understood that the Committee shall not meet and confer on any matters under discussion and that individual grievances or complaints shall not be considered at Committee meetings. The minutes of all meetings shall be prepared and posted on official bulletin boards in all wastewater treatment plants.

### **ARTICLE 2.7 EMPLOYMENT OPPORTUNITIES**

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



## **ARTICLE 2.8      AGENCY SHOP**

The following agency shop provisions are effective.

### **A.      DUES/FEES**

1.    a.    Each permanent employee\* in this Unit (who is not on a leave of absence) shall, as a condition of continued employment, become a member of the certified representative of this Unit, or pay the Union a service fee in an amount not to exceed periodic dues and general assessments of the Union for the term of this MOU. Such amounts shall be determined by Union and implemented by Management in the first payroll period, which starts thirty (30) days after written notice of the new amount is received by the Controller. (\*A permanent employee is defined as one who has completed six continuous months of City service from his/her original date of appointment and who is a member of the City Employees' Retirement System.)
- b.    Notwithstanding any provisions of Article 2, Section 4.203 of the Los Angeles Administrative Code to the contrary, during the term of this MOU, payroll deductions requested by employees in this Unit for the purpose of becoming a member and/or to obtain benefits offered by any qualified organization other than Local 501, will not be accepted by the Controller. For the purpose of this provision, qualified organization means any organization of employees whose responsibility or goal is to represent employees in the City's meet and confer process.
2.    The CAO and the Union shall jointly notify all members of the representation unit that they are required to pay dues or a service fee as a condition of continued employment and that such amounts will be automatically deducted from their paychecks. The religious exclusion will also be explained. The cost of this communication and the responsibility for its distribution shall be borne by Management.

### **B.      EXCEPTIONS**

#### **1.      Management, Supervisory or Confidential Employees**

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

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

- b. Supervisory employees shall be defined as follows:

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

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

2. Religious Objections

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

C. MANAGEMENT RESPONSIBILITIES

- 1. The Controller shall cause the amount of the dues or service fee to be deducted from twenty-four (24) biweekly payroll checks of each employee in this Unit as specified by the Union under the terms contained herein. "Dues," as distinct from "service fee," shall be the result of voluntary consent in the form of a payroll deduction card signed by the individual employee.
  - a. Remittance of the aggregate amount of all dues, fees and other proper deductions made from the salaries of employees hereunder shall be made to the Union by the Controller within thirty (30)

working days after the conclusion of the month in which said dues, fees and/or deductions were deducted.

- b. A fee of nine cents (\$.09) per deduction shall be assessed by the City Controller for the processing of each payroll deduction taken. The City Controller will deduct the aggregate amount of said fees on a biweekly basis.
2. The Controller shall also apply this provision to every permanent employee who, following the operative date of this Article, becomes a member of this representation unit, within sixty (60) calendar days of such reassignment or transfer. Such deduction shall be a condition of continued employment.
3. Management will provide the Union with the name, home address, and employee number of each permanent Unit employee.
4. The Controller shall notify the organization within sixty (60) calendar days of any employee who, because of a change in employment status, is no longer a member of the representation unit or subject to the provisions of this Article.

#### D. UNION RESPONSIBILITIES

1. The Union shall keep an adequate itemized record of its financial transactions and shall make available annually to the City Clerk, and to all Unit employees, within sixty (60) calendar days after the end of its fiscal year, a detailed written financial report thereof in the form of a balance sheet and an operating statement, certified as to its accuracy by its president and the treasurer or corresponding principal officer, or by a certified public accountant.
2. The Union certifies to the city that it has adopted, implemented and will maintain procedures in accordance with the decision of the United States Supreme court in Chicago Teachers Union Local No. 1, AFT, AFL-CIO, et al. v. Hudson, 106 S. Ct. 1066 (1986), and any other applicable legal authority.
3. The Union agrees to indemnify and hold harmless the City for any loss or damage arising from the operation of this Article. It is also agreed that neither any employee nor the Union shall have any claim against the City for any deductions made or not made, as the case may be, unless a claim of error is made in writing to the Controller within thirty (30) calendar days after the date such deductions were or should have been made.

E. RECISION

The agency shop provisions herein may be rescinded in accordance with the procedures contained in Rule 12 of the Employee Relations Board adopted January 11, 1982.

In the event that this Article is overturned by the employees in this representation unit, all other Articles of the MOU shall remain in full force and the prior agreement, rules, regulations and past practices relating to organizational dues deductions authorizations shall be reinstated until a successor MOU or amendment shall have been approved.

**SECTION 3.0 GRIEVANCES**

**ARTICLE 3.1 GRIEVANCE PROCEDURE**

- A. The following procedure shall apply to all grievances filed from July 1, 2007 through December 31, 2007. For grievances filed on or after January 1, 2008, the procedure under B., below, shall apply.

**Section I - Definition**

A grievance is defined as any dispute concerning the interpretation or application of this MOU or departmental rules and regulations governing personnel practices or working conditions applicable to employees covered by this MOU. An impasse in meeting and conferring upon the terms of a proposed MOU is not a grievance.

**Section II - Responsibilities and Rights**

1. Nothing in this grievance procedure shall be construed to apply to matters for which an administrative remedy is provided before the Civil Service Commission. Where a matter within the scope of this grievance procedure is alleged to be both a grievance and an unfair labor practice under the jurisdiction of the ERB, the employee may elect to pursue the matter under either the grievance procedure herein provided or by action before the ERB. The employee's election of either procedure shall constitute a binding election of the remedy chosen and a waiver of the alternative remedy.
2. No grievant shall lose his/her right to process his/her grievance because of Management-imposed limitations in scheduling meetings.
3. The grievant shall discuss his/her grievance informally with his/her immediate supervisor. Said supervisor will, upon request, discuss the grievance with the grievant at a mutually satisfactory time.

4. By mutual agreement of the grievant and/or Union and Management, the time limits between steps of the grievance procedure provided herein may be extended, or one or more levels of review may be waived.
5. Management shall notify the Union of any formal grievance filed that involves the interpretation and/or application of the provisions of this MOU, and a full-time Union Staff Representative shall have the right to be present at any formal grievance meeting concerning such a grievance. If the full-time Union Staff Representative elects to attend said grievance meeting he/she shall inform the head of the department, office or bureau of his/her intention. The Union will be notified of the resolution of all other formal grievances.

### **Section III - Procedure**

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

#### **Step 1 - Informal Discussion (First Level of Review)**

The grievant shall discuss his/her grievance with his/her immediate supervisor on an informal basis in an effort to resolve the grievance and said grievance shall be considered waived if not so presented to the immediate supervisor within the ten (10) calendar days following the day when the event upon which the grievance is based occurred, or within ten (10) calendar days from the date the grievant might reasonably have been expected to become aware of the event.

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

#### **Step 2 - Second Level of Review**

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

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

### Step 3 - Third Level of Review

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

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

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

If the grievance is not settled at Step 3, the grievant may serve written notice of the grievance on said form upon his/her General Manager or designee within seven (7) calendar days following receipt of the grievance response at Step 3. Failure of the grievant to serve such notice shall constitute a waiver of the grievance. If such notice is served, the grievance shall be heard by the General Manager or his/her designee, or in the case of departments under the administrative control of a board of commissioners, by the Commission or the General Manager or their designee, as shall be determined by the head of the department involved. The General Manager/Commission or their designee will afford the parties an opportunity to present oral and/or written arguments on the merits of the grievance and shall render a written decision within thirty (30) calendar days from the date said arguments were submitted.

### Step 5 - Arbitration

If the written decision at Step 4 does not settle the grievance, and the grievant and the Union jointly determine that they desire arbitration, the Union shall serve upon the head of the department, office or bureau a copy of the request for arbitration at the same time that the original is filed with the ERB. The request for arbitration must be filed within seven (7) calendar days following the service date of the written decision of the General Manager/Commission or their designee. Failure of the grievant to serve such written request within said period shall constitute a waiver of the grievance.

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

1. Arbitration of a grievance hereunder shall be limited to the formal grievance as originally filed by the employee to the extent that said

grievance has not been satisfactorily resolved. The proceedings shall be conducted in accordance with applicable rules and procedures adopted or specified by the ERB, unless the parties hereto agree to other rules or procedures for the conduct of such arbitration. The fees and expenses of the arbitrator shall be shared equally by the parties involved. It is agreed that all other expenses including, but not limited to fees for witnesses, transcripts, and similar costs incurred during such arbitration, will be the responsibility of the party incurring them.

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

- B. The following procedure shall apply to all grievances filed on or after January 1, 2008:

#### **STATEMENT OF INTENT**

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

#### **DEFINITION**

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

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

## **GENERAL PROVISIONS**

### **1. BINDING ELECTION OF PROCEDURE**

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

### **2. GRIEVANCE PROCESS RIGHTS**

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

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

"Business days" shall be defined as Monday thru Friday, exclusive of City Holidays, as defined in Article 7.6 of this MOU.

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

### **4. MEDIATION**

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

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



mediator shall determine whether witnesses are necessary in the conduct of the proceedings.

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

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

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

## 5. EXPEDITED ISSUES

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

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

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

## **GRIEVANCE PROCESS**

### STEP 1 - ISSUE IDENTIFICATION AND INFORMAL DISCUSSION

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

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

days following the meeting with the employee. Failure of the supervisor to respond within the time limit shall entitle the employee to process the issue to the next step.

## STEP 2

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

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

## STEP 3

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

Los Angeles Police Department only:

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

## STEP 4 - ARBITRATION

If the written response at Step 3, or mediation, does not settle the grievance, or management fails to provide a written response within 30 business days of the Step 3

meeting, the Union may elect to serve a written request for arbitration with the Employee Relations Board. A copy of this notice shall be served upon the department's personnel officer. The request for arbitration must be filed with the Employee Relations Board within twenty (20) business days following (a) the date of service of the written response of the General Manager/Commission or the designee, or (b) the last day of the response period provided for in Step 3 or 3A. Failure of the Union to serve a written request for arbitration with the Employee Relations Board within said period shall constitute a waiver of the grievance.

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

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

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

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

### **PROCEDURE:**

#### **STEP 1**

The Union shall file the grievance in writing with the General Manager, or designee, of the affected department within twenty (20) business days following the day the issue arose. To the extent possible, the filing shall include the issue of the grievance, proposed solution(s), the names of the employees impacted by the issue, and the

specific facts pertaining to each grievant. All employees participating in the grievance must waive their respective rights to file an individual grievance on the same issue by completing an individual grievance waiver form prior to the meeting with the General Manager.

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

Los Angeles Police Department only:

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

## STEP 2

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

## **ARTICLE 3.2            GRIEVANCE REPRESENTATION**

For the purpose of presenting grievances each employee has the right to represent himself/herself or to be represented by a representative of his/her choice at the informal discussion level with his/her immediate supervisor, in all formal review levels and in arbitration if so approved by the Union.

The grievant and/or his/her representative may have a reasonable amount of paid time off for this purpose. However, said representative will receive paid time off only if he/she is a member of the same Unit, is employed by the same department, office or bureau as the grievant and is employed within a reasonable distance from the work location of the grievant.

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

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

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

Any Wastewater Treatment Operator at the Hyperion Treatment Plant who is designated Senior Grievance Representative by the Union will be regularly assigned to a Monday through Friday, Tuesday through Saturday, or Sunday through Thursday daytime shift during the period that the employee so serves. Should the Union designate an employee other than a Wastewater Treatment Operator, the employee will have first priority to be assigned to one of the above shifts as soon as an opening for his/her classification occurs.

At such time as an employee is no longer designated Senior Grievance Representative, he/she will be reassigned to whatever shift his/her seniority entitles him/her to. This assignment may not result in the reassignment of another employee to create a vacancy nor result in an over-strength assignment.

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

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

As is practicable, grievances will be heard by certified supervisors.

Effective March 1, 2008, certified stewards shall be authorized to spend up to one (1) hour of City time working to investigate each dispute raised under Article 3.1, Grievance Procedure.

**SECTION 4.0        ON THE JOB**

**ARTICLE 4.1        SAFETY**

**Section I**

Management will make every reasonable effort to provide safe working conditions and the Union will encourage all employees to perform their duties in a safe manner and in accordance with any instructions for said purposes.

**Section II**

Safety clothing and/or safety devices (except safety shoes) currently provided by Management will continue to be provided as long as the need exists. The Union will encourage every employee to utilize all safety clothing and safety devices so provided to the fullest extent possible.

**Section III**

It shall be the responsibility of each employee to report promptly to his/her immediate supervisor any unsafe condition observed. Depending upon the circumstances the supervisor will, if satisfied an unsafe condition exists, either:

- A. Halt any unsafe practice at once;
- B. Repair or replace unsafe equipment as soon as reasonably possible; or
- C. Correct or eliminate a hazardous condition if able, or promptly report the nature and location of the hazardous condition to the departmental safety coordinator.
- D. Additionally, the departmental safety coordinator shall immediately report to the Occupational Safety Office of the Personnel Department all uncorrected conditions, which involve an imminent safety hazard.

**Section IV**

If the foregoing procedure for correcting an unsafe condition fails to effect a remedy within a reasonable time, the employee or his/her representative may refer such unresolved complaint to the State Safety Engineer for processing under the CAL/OSHA rules and regulations.

**Section V**

It is mutually understood that the Senior Grievance Representative will be a member of the Hyperion Treatment Plant Safety Committee.

**ARTICLE 4.2 UNIFORMS**

**A. DEPARTMENT OF PUBLIC WORKS**

**1. BUREAU OF SANITATION**

- a. Employees in the classes listed below shall be issued five (5) sets of work shirts and pants, or coveralls, which will be laundered and maintained at Management’s expense. Two jackets will be issued and replaced, as needed. All uniforms will have the employee’s name and the plant/division, name/logo attached.

<u>Code</u>	<u>Title</u>
5853	Electric Pumping Plant Operator
3843	Instrument Mechanic
3844-1	Instrument Mechanic Supervisor I
3844-2	Instrument Mechanic Supervisor II
4122	Intermediate Wastewater Treatment Operator
3773-1	Mechanical Repairer I
3773-2	Mechanical Repairer II
5851	Plant Attendant
1107	Plant Equipment Trainee
3772-1	Senior Mechanical Repairer I
3772-2	Senior Mechanical Repairer II
5856	Senior Electric Pumping Plant Operator
4123	Senior Wastewater Treatment Operator
5614-1	Wastewater Treatment Mechanic I
5614-2	Wastewater Treatment Mechanic II
5617	Wastewater Treatment Mechanic Supervisor
4121	Wastewater Treatment Operator
4121-1	Wastewater Treatment Operator I
4121-2	Wastewater Treatment Operator II
4121-3	Wastewater Treatment Operator III

- b. The parties mutually agree that if any of the above listed classifications are not required (by mutual consent) to wear uniforms, this Article shall not apply to those employees.

**2. BUREAU OF STREET SERVICES**

Coveralls will be provided to all Unit employees.

B. LOS ANGELES CONVENTION CENTER

All Unit employees in the below listed classes will be provided uniforms and laundering of uniforms at Management expense.

<u>Code</u>	<u>Title</u>
3773-1	Mechanical Repairer I
3773-2	Mechanical Repairer II

C. FIRE DEPARTMENT

All Unit employees in the below listed classes will be provided uniforms and laundering of uniforms at Management expense.

<u>Code</u>	<u>Title</u>
3773-1	Mechanical Repairer I
3773-2	Mechanical Repairer II

D. RECREATION AND PARKS AND ZOO DEPARTMENTS

Any Unit employee in the below listed classes when regularly assigned to the Zoo, Pool Maintenance Section or the Sprinkler Shop shall receive an initial issue of five (5) sets of wash and wear type uniforms. These uniforms will be replaced, maintained and cleaned at the employee's expense. Said employee shall receive a biweekly uniform allowance of thirteen dollars (\$13.00) for the maintenance and replacement of uniforms.

<u>Code</u>	<u>Title</u>
3773-1	Mechanical Repairer I
3773-2	Mechanical Repairer II

All other Unit employees will receive a one-time payment of \$25.00 for the purchase of coveralls.

E. GENERAL SERVICES DEPARTMENT

All Unit employees in the below listed classes will be provided uniforms and laundering of uniforms at Management expense.

<u>Code</u>	<u>Title</u>
3773-1	Mechanical Repairer I
3773-2	Mechanical Repairer II
5923	Building Operating Engineer
5925	Senior Building Operating Engineer
5927	Chief Building Operating Engineer



F. DEPARTMENT OF TRANSPORTATION

The Department will provide, launder and maintain uniforms/coveralls for unit employees.

G. DEPARTMENT OF AIRPORTS

Uniforms and/or coveralls will be provided and maintained by the Department for all Unit employees.

H. Supervisors, as determined by the City's Employee Relations Board, are not included under the provisions of this Article, with the exception as stated above in Sections A and E regarding the Bureau of Sanitation and General Services Department.

**ARTICLE 4.3 SAFETY SHOES**

The City will provide an annual cash payment of one hundred twenty-five dollars (\$125.00) to each Unit employee who is on active payroll status on January 1, of each year for the purchase, repair and maintenance of safety shoes. This payment shall be by separate check distributed in February of each year. This payment is a supplement to the uniform allowance and is not intended to be part of wages.

Employees who are not on an active payroll status on January 1 may become eligible for a prorated cash payment equal to 1/12 of the payment amount for each month in which the member was on active payroll status for any period of time, if the employee returns to active payroll status during the same calendar year.

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

Effective July 1, 2011, the annual cash payment shall be \$250.00.

**ARTICLE 4.4 REST PERIODS**

When work can be interrupted, brief rest periods will be permitted which shall be taken at a time and place in a manner determined by the head of the department, office or bureau, but subject to review and to such revision by the CAO as in his/her judgment may be appropriate. Such rest periods shall be with pay and shall not exceed fifteen (15) minutes for each four (4) hours of work. As these rest periods are intended to be a recess to be preceded and followed by an extended work period, they shall not be taken during the first hour or the last hour of the work shift without the authorization of the

designated representative of the head of any department, office or bureau represented herein. These rest periods shall not be used to cover an employee's late arrival to work or early departure therefrom, nor shall said rest periods be regarded as cumulative if not taken.

## **SECTION 5.0 WORK SCHEDULES**

### **ARTICLE 5.1 WORKWEEK AND HOURS**

- 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. For employees working a rotating shift schedule or employees covering a seven (7) day operation, the workweek shall average forty (40) hours and at least two (2) consecutive rest days per week, exclusive of holidays, except in weeks where a shift change occurs.
- B. This section (B) shall not apply to shift employees as defined in Subsection D. below.

Management may assign employees to work a four/ten, five/forty, nine/eighty or other work schedule provided that such assignment is not arbitrary, capricious or discriminatory. Management shall have the right to refuse an employee's request to work a four/ten, nine/eighty or other work schedule and to require the reversion to a five/forty work schedule, provided that the exercise of such right is not arbitrary capricious or discriminatory. Employees on a nine/eighty work schedule shall have designated a regular day off, which shall remain fixed. Temporary changes to the designated 9/80 day off is prohibited unless it is intended for the employee to work additional hours which may result in payment overtime.

- C. A minimum of eight (8) hours of work shall constitute a day's work for fulltime non-shift employees not including an unpaid meal period of at least thirty (30) minutes.
- D. Eight (8) consecutive hours of work shall constitute the workday of shift employees. Shift employees will be expected to properly relieve the prior shift. Said employees shall be permitted to eat while on duty when conditions permit.
- E. Each employee shall have a minimum of twelve (12) hours off before the start of his/her next work shift. Any time worked during said minimum twelve (12) hours off is considered overtime and shall be compensated at the overtime rate for the class as established in accordance with Article 25 of this MOU. Such compensation shall not be paid more than once for any hours worked, and there shall be no pyramiding of overtime. An employee may at his/her option and with

the approval of Management waive, in writing, such minimum twelve (12) hours off before the start of his/her next work shift.

- F. Overtime shall be computed in accordance with FLSA for all employees.

## **ARTICLE 5.2 WORK SCHEDULES**

- A. Work schedules are defined as an employee's assigned hours of the day, days of the week, and/or his/her shift rotation schedule.
- B. Work schedules showing employees' shifts, workdays and hours will be posted on appropriate bulletin boards at all times.
- C.
  - 1. Except in emergencies\*, and except Bureau of Sanitation employees occupying relief bid positions, an employee shall be notified of a change in his/her work schedule at least seven (7) calendar days in advance of such change. Bureau of Sanitation employees occupying relief bid positions shall be entitled to 48 hours notice of a schedule change. Said change shall not be made for disciplinary purposes. Failure to meet this advance notice shall result in payment equivalent to four (4) hours at the straight time rate in addition to any pay received for the first regular shift worked after such change. Supervisors and employees may mutually agree to waive the notification requirements for a change in schedule.

\*An emergency is defined as a sudden unexpected happening; an unforeseen occurrence or condition; specifically, perplexing contingency or complication of circumstances; a sudden or unexpected occasion for action; exigency; pressing necessity. (Black's Law Dictionary.)

- 2. Management will give favorable consideration to a temporary shift and/or days off swap mutually agreed upon by employees where such swap will not result in overtime or payment in (1) above and does not affect the operating efficiency of the facility or quality of service to the public. Such swaps, if approved, are not intended to be for an extended period of time and shall not exceed the period of time necessary to complete the activity that prompted the request. Requests shall be submitted by the employee requesting the swap in writing and shall indicate the day(s) involved and the employee with whom the swap is to be made. Such swaps are understood to be an accommodation for the convenience of the requesting employee, which Management is under no obligation to grant. Such requests, if denied, shall not be grievable. No swaps granted pursuant to this provision shall result in additional compensation or benefits to any employee in excess of that which would have been applicable if the swap had not taken place. Such swaps must be reconciled by both parties within the same payperiod.

3. No work schedule shall be changed unless it is predicated entirely upon the operating needs of the Bureau or Department, and shall not be for the purpose of avoiding the payment for overtime work.
4. Employees assigned to temporary assignments under this Article shall be notified of the approximate duration of the assignment.

## **SECTION 6.0        COMPENSATION**

### **ARTICLE 6.1        SALARIES**

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

Appendix A – July 1, 2007

Appendix B – January 1, 2008

Appendix C – July 1, 2008

Appendix D – July 1, 2009

Appendix E – July 1, 2010

Appendix F – July 1, 2011

### **ADDITIONAL SALARY ADJUSTMENTS**

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

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

D. Employees Compensated at a Flat Rate

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

**ARTICLE 6.2 OVERTIME**

**Section I - Management Authority**

Nothing herein is intended to limit or restrict the authority of Management to require any employee to perform overtime work. However, overtime will be ordered and worked only when required to meet the City's public service obligations. All overtime worked must be approved in advance by Management.

**Section II - Distribution of Overtime**

Management will attempt to assign overtime work as equitably as possible among all qualified employees in the same classification in the same organizational unit and work location. In the assignment of overtime under this provision, however, Management may consider special skills required to perform particular work. Overtime records of said employees may be inspected at reasonable times and intervals by a full-time Union Staff Representative or a representative designated by the Union, who shall be a member of the Unit and employed at said work location.

Notwithstanding the foregoing, a supervisor shall make a sincere effort to relieve an employee working overtime whenever said employee so requests.

**Section III - Overtime Rate and Method of Compensation**

- A. All employees in these Unit shall be compensated in cash or time off at the rate of time and one half (1½) the employee's regular straight time hourly rate for all hours worked in excess of forty (40) hours in any workweek. Management shall determine whether compensation shall be in cash or time off based on the availability of overtime funds.
- B. No more than 80 hours of compensatory time off may be accumulated at any time and employees may use this compensatory time upon request, unless granting of such time would unduly disrupt the operations of the department. Employees may accumulate hours in excess of 80 hours for a temporary period of time.

- C. If compensatory time off over 80 hours cannot be taken within one (1) year after such overtime was worked, Management may direct employees to use the accumulated time that exceeds 80 hours prior to the end of the fiscal year; require employees to use such time in lieu of vacation or other leave time; or authorize compensation in cash. No employee shall lose accumulated time off.
- D. Upon an employee's request, Management may compensate the employee in cash or all or part of the employee's compensatory overtime bank at any time, subject to the availability of funds.
- E. Under no circumstances shall compensated time off in excess of 240 hours be accumulated. Unless funds are available to pay overtime in cash, no additional overtime shall be approved until the employee's accumulated overtime balance is reduced below 240 hours.
- F. Overtime shall not be paid more than once for any hours worked, and there shall be no pyramiding of overtime.

**Section IV - Overtime Meal Allowance**

Whenever the City requires an employee to work at least four (4) hours in excess of the employee's regularly scheduled work shift on a normal work day, or at least four (4) hours in excess of a scheduled overtime work shift on a normal work day off or at least four (4) hours on an unscheduled overtime work shift, then the employee shall be paid an overtime meal allowance in the amount of \$8.50.

Effective the start of the payperiod following Council adoption of this MOU, the amount of the overtime meal allowance shall be \$10.00.

**ARTICLE 6.3      CALL BACK PAY, STANDBY AND DISTURBANCE CALL PROVISIONS**

A.      CALL BACK PROVISIONS

Whenever an employee is required by Management to immediately return to duty following the termination of the employee's work shift and departure from the employee's work location, the employee shall receive a minimum payment equivalent to four (4) hours of work at the regular overtime rate for the class as set forth in Article 6.2 of this MOU. Notwithstanding the provisions of Article 6.2, Overtime, all overtime earned as a result of call back will be paid in cash. Compensated time shall begin at the time the employee is called out and end upon completion of the job. It is agreed that this compensated time includes a maximum of one (1) hour travel time to the job location.

B. STANDBY PROVISIONS

1. Designation of and Responsibilities of Employees

Management may designate certain employees from the Departments of Airports, Public Works, General Services, and, effective August 8, 2004, Transportation to be on standby duty. Standby lists will be established using the following method:

- a. Volunteers in the classification required.
- b. In class seniority in classification required.
- c. Special skills required.

While each plant/facility will have a separate standby list, an employee may be called to report to any plant/facility.

Standby duty will rotate among eligible employees a minimum of every two (2) payroll periods as long as there are at least two (2) eligible employees. New employees and/or employees, who had opted off of standby provisions and desire to return, will be added to the bottom of the list.

Management may supply eligible employees with electronic "beepers". When a "beeper" call is made to an employee, that employee shall return the call promptly, by telephone, and report to the required plant within an hour of the telephone response. Failure to respond by telephone promptly and to show at the designated plant within an hour may result in deletion from the standby list.

2. Standby Pay

Employees will be paid two dollars (\$2.00) for each hour assigned to standby. When called, the employee will be paid at the regular overtime rate for the class from the time of the telephone response through to the end of the job. A minimum of four (4) hours of overtime is guaranteed for each call. However, employees will not receive pay of two dollars (\$ 2.00) per hour for any time the employee is receiving pay pursuant to this Memorandum of Understanding, including the four (4) hour overtime guarantee described herein as "Call Back Provisions".

Notwithstanding the provisions of Article 6.2 – Overtime, all overtime earned on standby will be paid in cash, and standby time shall not count as hours worked for the purpose of computing overtime pay.

C. DISTURBANCE CALLS

The following provisions shall apply to disturbance calls received from July 1, 2007 through December 31, 2007:

Whenever an employee is contacted while on off-duty status by the Department head or designee, to furnish information needed to maintain the continuity of City business, without the necessity of having to personally report for duty, such employee shall receive a minimum of one hour of compensation at the regular hourly rate, subject to the following limitations:

1. Only the first such disturbance call made in any one calendar day shall qualify for the minimum one hour of compensation. The time actually spent on the disturbance call will be considered hours worked. Thereafter, compensation for all other qualifying disturbance calls totaling an aggregate of ten (10) minutes or more in that same calendar day shall be for actual time worked and shall be included as hours worked for that work week;
2. Any employee receiving On Call/Standby Compensation for the same day shall not be eligible to receive compensation under this Article for that day;
3. The Department head or designee may determine the method of compensation (paid or compensated time off);
4. An employee contacted while off-duty concerning subsequent work scheduling shall not be eligible to receive compensation under this Article.

The following provisions shall apply to disturbance calls received on or after January 1, 2008:

Whenever an employee is contacted while on off-duty status by the Department/City to furnish information or take action needed to maintain the continuity of City business without the necessity of having to personally report for duty, such employee shall receive a minimum of one hour of compensation at the overtime rate of time and one-half in cash or compensated time off, as determined by the Department head or designee, for each such incident. Work in excess of one (1) hour shall be treated in accordance with the call back provisions of this MOU, except that any employee receiving stand-by pay for the same day shall not be eligible to receive compensation under this Article for that day.

**ARTICLE 6.4           SHIFT DIFFERENTIAL/PREMIUM PAY NOTES**

Premium pay practices shall be in accordance with the provisions of Sections 4.61 (Notes "N", "H" and "K" in Schedule A), 4.72, 4.74, and 4.75 of the Los Angeles Administrative Code.



A. The provisions of the Code sections are summarized in the following paragraphs. This summary is for information purposes only. The authority for payment is controlled by the above cited Administrative Code Sections.

1. Definition of Notes

Note N:

Any employee when required to work more than 50% of his/her regular shift on any one day between the hours of 5:00 p.m. and 8:00 a.m. shall receive premium pay for each such day worked, salary at (1) the corresponding step of the second salary schedule higher than the schedule prescribed for the class or (2) the second premium level rate above the appropriate step of the salary range prescribed for the class.

Notwithstanding the provisions of Note N in Schedule A of Section 4.61 of the Los Angeles Administrative Code, any employee, when required to work 50% or more of his/her regular shift on any one day between the hours of 5:00 p.m. and 8:00 a.m., shall receive for each such day worked, salary at the second premium level rate above the appropriate step rate of the salary range prescribed for his/her classification. The procedure for the payment of adjusted compensation for work performed under the provisions of this Article shall be in accordance with Sections 4.72, 4.74 and 4.75 of the Los Angeles Administrative Code.

Note H:

Any employee when required to perform duties more than 50% of his/her regular shift on any one day which consist of:

- a. Working on a ladder, scaffolding, a hydraulic lift platform, or scaffold or other device that is suspended by ropes or cable; or
- b. Operating compressed air spraying apparatus to spray emulsified asphalt or weed control chemicals from a moving vehicle or to spray paint, or using a steam cleaning apparatus employing a heavy-duty caustic soda as a detergent; or
- c. Working in a deep sewer over eight feet in depth consisting of timbering, shoring, tunneling, pipe laying and concreting, shall be eligible to receive premium pay for each such day worked.

Note K:

Any employee when required to perform duties more than 50% of his/her regular shift on any one day, which consists of:

- a. Working on sewage/wastewater disposal facilities and equipment or cleaning catch basins or transporting sewage or catch basin debris;

2. Rate of payment

Any employee qualified to receive premium pay in accordance with either Note "N", "H" or "K" shall receive for each such day worked: 1) 5.5% above the appropriate flat wage rate for the class or, 2) salary at the second premium level rate above the appropriate step of the salary range prescribed for his/her classification.

3. Procedure for payment

The procedure for the payment of premium pay notes shall be in accordance with Sections 4.72, 4.74, and 4.75 of the Los Angeles Administrative Code which are summarized below:

Section 4.72: Requires that premium pay must be authorized in the Department Personnel Ordinance for the affected department or ordered by resolution of the Council and approved by the Mayor.

Section 4.74: Excludes certain classes named in the Code (and their successor classes) from premium pay because the premium is built into the base salary or wage of these classes. (Article 6.1, Salaries, of this MOU lists the classes in this MOU which include such premiums.)

Section 4.75: Entitles employees who are regularly assigned to work in the situations which qualify for premium pay (i.e., who perform the qualifying duties every work day) to receive the premium pay during absences such as vacation, holiday, sick leave, or other authorized absence with pay. This Section also provides that when employees are regularly assigned, cash compensation for overtime will include the premium.

## **ARTICLE 6.5      TEMPORARY ASSIGNMENT**

The following provisions shall apply to temporary assignments made from July 1, 2007 through December 31, 2007.

### **Section I - Definition**

- A. Whenever Management reassigns an employee on a temporary basis to a higher level position in the same class series, such employee shall become eligible for additional compensation upon completion of a qualifying period of ten (10) cumulative working days in such assignment at his/her regular rate of compensation. Paid leave time off taken during a qualifying period shall extend the 10-day qualifying period by the length of the absence. All other absences

shall constitute a disqualifying break in the 10-day qualifying period requirement necessitating the initiation and completion of a new qualifying period.

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

- B. Whenever Management declares a supervisory vacancy and reassigns a bargaining unit employee to temporarily fill that position, such employee shall become eligible for additional compensation on the first day of said assignment.

## **Section II - Compensation**

An employee qualifying for additional compensation as stated above shall receive salary at the second premium level (5.5%) above the appropriate biweekly rate for his/her class for each day on duty (present for 50% or more of the work day) in the temporary assignment.

## **Section III - Management Right**

Management retains the right to determine the status of a vacancy or temporary position.

The following provisions shall apply to temporary assignments made on or after January 1, 2008:

- A. Absence at Higher Level Position

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

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

B. Vacant Higher Level Position

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

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

C. Status Review

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

**ARTICLE 6.6 JURY SERVICE**

Any employee in this Unit who is duly summoned to attend any court for the purpose of performing jury service or has been nominated and selected to serve on a Grand Jury shall, for those days during his/her scheduled working period during which jury service is actually performed and those days necessary to qualify for jury service, receive his/her regular salary (excluding any potential overtime), provided, however, that any jury attendance fees received by an employee in this unit who receives regular salary pursuant to this Article except those fees received for jury service performed on a regular day off or a holiday shall be paid to the City and deposited in the General Fund.

During the time the employee is actually reporting to the Court for jury service, the head of the department, office or bureau or his/her designee will convert the employee's usual shift to a regular five (5) day, Monday through Friday day shift. The employee will report for work to his/her department, office or bureau on any day of his/her converted shift that he/she is not required by the Court to perform jury service. The absence of the employee for the purpose of performing jury service shall be deemed to be an authorized absence with pay within the meaning of Section 4.75 of the LAAC.

**ARTICLE 6.7 SUBPOENAED WITNESS COMPENSATION**

A. Subject to the exceptions and provisions of paragraphs B, C, and D of this Article, any employee in this Unit who is served with a subpoena by a court of competent jurisdiction or an administrative body to appear as a witness during his/her scheduled working period, unless he/she is a party to the litigation or an expert witness, shall be granted pay in the amount of the difference between the

employee's regular earnings (excluding any potential overtime) and the witness fee. Any money received as compensation for mileage is not to be considered as a part of the employee's witness fees.

- B. This Article does not apply to any employee:
1. Subpoenaed to appear in any proceeding as a litigant or as an expert witness;
  2. Subpoenaed to appear as a witness in any action brought about as a result of his/her own misconduct, or brought about through his/her connivance;
  3. Making an appearance for which he/she receives compensation in excess of his/her regular earnings; or
  4. Subpoenaed to appear or appearing during his/her off duty hours.
- C. The Police Department may reschedule an employee so that his/her subpoena does not conflict with his/her hours of work; arrange with the subpoenaing authority to place the employee in an "on call" status; or reschedule an employee subpoenaed to appear during off duty hours to alternate hours.
- D. All departments other than the Police Department may, with the consent of the subpoenaed employee, reschedule that employee so that his/her subpoena does not conflict with his/her hours of work; arrange with the subpoenaing authority to place that employee in an "on call" status; or reschedule that employee subpoenaed to appear during off hours to alternate hours.
- E. The absence of an employee in this Unit for the purpose of serving as an expert witness during his/her scheduled working period, subject to the provisions of paragraphs A through D of this Article, shall be deemed an authorized absence with pay within the meaning of Section 4.75 of the Los Angeles Administrative Code with pay calculated pursuant to this Memorandum of Understanding.

## **ARTICLE 6.8 MILEAGE**

Each employee that is authorized to use his/her own vehicle, pursuant to Division 4, Chapter 5, Article 2 of the LAAC, in the performance of his/her duties, shall be reimbursed for his/her transportation expenses at a rate equal to the standard mileage allowance determined by the Internal Revenue Service (IRS) for all miles driven in a biweekly pay period, in addition to any and all salaries and other compensation otherwise provided for by law.

During the term of this MOU, the cents per mile reimbursement shall be adjusted to an amount equal to the annual standard mileage allowance as determined by the IRS. The

CAO shall certify to the Controller appropriate changes, if required, to become effective the beginning of the pay period in which the change occurs.

**ARTICLE 6.9 REIMBURSEMENT FOR LICENSE RENEWAL**

Any employee in the following classes, who is required to maintain one or more of the following City and/or State licenses as a condition of employment, shall be reimbursed by the City for the cost of renewing the license(s) upon presentation by the employee of a paid receipt for such cost:

A. Wastewater Treatment Certificate License (State)

<u>Code</u>	<u>Title</u>
4121	Wastewater Treatment Operator
4122	Intermediate Wastewater Treatment Operator
4123-1/2/3	Wastewater Treatment Operator I/II/III
4124	Senior Wastewater Treatment Operator

B. Unlimited Steam Engineer's License (City)

<u>Code</u>	<u>Title</u>
5865	Diesel Plant Operator
5923	Building Operating Engineer
5925	Senior Building Operating Engineer
5927	Chief Building Operating Engineer

C. Water Treatment Plant Certificate (State)

<u>Code</u>	<u>Title</u>
5853	Electric Pumping Plant Operator

D. Diesel Engineer's License (City)

<u>Code</u>	<u>Title</u>
5865	Diesel Plant Operator

The provisions of this Article shall apply to renewal of any license, certificate of competency or registration required by the City for the classification except that no reimbursement will be provided for driver's licenses.

**ARTICLE 6.10 TEMPORARY ASSIGNMENT TRAVEL ALLOWANCE**

Notwithstanding Section 4.222 of the Los Angeles Administrative Code, whenever an employee is required to travel directly between his/her home and place of temporary assignment as provided in Section 4.221 of the LAAC, he/she shall receive payment of \$6.50 for each day that such travel occurs. Any employee who qualifies for

reimbursement under the provisions of both Section 4.222 and Section 4.222.1 shall receive payment of \$8.50, for each day so qualified. All other provisions of Section 4.220-4.226 of the LAAC which relate to payment for travel of certain employees from their homes to temporary job location and from job-to-job locations remain unchanged.

#### **ARTICLE 6.11 STATE CERTIFICATION BONUS**

Employees in the classes of Wastewater Treatment Operator I, II and III (4123-1-2-3) and Intermediate Wastewater Treatment Operator (4122) who possess a State of California Level IV Certification as a Waste Water Treatment Plant Operator will receive, in addition to all other regular and premium compensation, \$25.00 biweekly.

Employees in the classes of Wastewater Treatment Operator I, II and III (4123-1-2-3) and Intermediate Wastewater Treatment Operator (4122) who possess a State of California Level V Certification as a Waste Water Treatment Plant Operator will receive, in addition to all other regular and premium compensation, \$50.00 biweekly.

Employees in the class of Senior Wastewater Treatment Operator (4124) who possess a State of California Level V Certification as a Waste Water Treatment Plant Operator will receive, in addition to all other regular and premium compensation, \$25.00 biweekly.

This bonus shall commence at the beginning of the payroll period next succeeding the date the employee presents the certification to the appointing authority.

#### **ARTICLE 6.12 SALARY STEP ADVANCEMENT**

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

##### **FULL-TIME EMPLOYEES**

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

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

###### **B. Subsequent Step Advancement**

Each subsequent step advancement shall occur at the beginning of the payroll period following the completion of 2,080 additional regular paid hours and 12

months of service, except under the circumstances in section C below, until the top step has been reached.

C. Extension of Step Advancement Date – Uncompensated Hours

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

D. Consecutive Appointments within a 12 Month Period

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

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

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

**PART-TIME EMPLOYEES**

F. Civil Service Half-Time Employees

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

**ARTICLE 6.13      ADVANCE STEP HIRE**

Notwithstanding Los Angeles Administrative Code Section 4.90, the appointing authority of the Bureau of Sanitation, Department of Public Works, may authorize the



appointment of a Plant Equipment Trainee, Code 1107, to a step above the lowest step in the salary range.

## **SECTION 7.0        BENEFITS**

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

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

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

#### **Section I - Health Plans**

The health plans offered and benefits provided by those plans shall be determined by the Personnel Department, in accordance with Los Angeles Administrative Code Section 4.303, upon the recommendation of the City's Joint Labor-Management Benefits Committee.

Effective January 1, 2007, Management agrees to contribute for each full-time employee who is a member of LACERS a subsidy equal to the cost of his/her medical plan, not to exceed \$857.02. During the term of this MOU, Management's monthly subsidy for full-time employees shall increase by the increase in the Kaiser family rate. Increases in this monthly subsidy shall be effective at the beginning of the pay period in which the Kaiser yearly premium rate change is implemented.

Effective January 1, 2007 Management agrees to contribute for each half-time employee, as defined by Section 4.110 of the Los Angeles Administrative Code (LAAC) who became a member of LACERS following July 1, 1990, and for each employee who transfers from full-time to half-time status following July 1, 1990, a monthly subsidy not to exceed \$329.62. Half-time employees who, prior to July 1, 1990, were receiving the same subsidy as full-time employees shall continue to receive that subsidy and shall be eligible to receive any increases applied to that subsidy as provided in this Article.

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

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

Employees who transfer from full-time to half-time under the provisions of Article 30, Family and Medical Leave, shall continue to receive the same subsidy as full-time employees and shall be subject to any adjustments applied to that subsidy as provided in this Article.

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

## **Section II - Dental Plans**

The dental plans offered and benefits provided by those plans shall be determined by the Personnel Department, in accordance with Los Angeles Administrative Code Section 4.303, upon the recommendation of the City's Joint Labor-Management Benefits Committee.

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

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

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

## **Section III - Definition of Dependent**

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

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

#### **Section IV - General Provisions**

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

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

Management will retain all duties and responsibilities it has had for the administration of the City's Health and Dental Plans.

#### **Section V - Subsidy During Family and Medical Leave**

For an employee who is on family or medical leave, under the provisions of Article 30 of this MOU, Management shall continue the City's medical and dental plan subsidies. Employees shall be eligible for such continued subsidy for a maximum of nine (9) pay periods from the qualifying date of the family or medical leave, including the paid and the unpaid portions of the leave. The continuation of the subsidy will be provided only under the following conditions:

- A. The employee shall have been employed continuously by the City for a one year period prior to the beginning of the leave.
- B. The employee shall have been enrolled in a City health plan prior to the beginning of the leave to continue the health plan subsidy. The employee shall have been enrolled in a City dental plan prior to the beginning of the leave to continue the dental plan subsidy.
- C. The City will not continue the subsidy if the employee is covered under a non-City health or dental plan.
- D. The continuance of the health plan subsidy shall include coverage of any new dependent. Employees are responsible for notifying the Employee Benefits Office of any additional dependent(s). Dependents may be added only within 30 days of becoming dependents or during the City's annual open enrollment period.
- E. In accordance with the Family and Medical Leave Act of 1993 (FMLA), employees on unpaid family or medical leave shall not be required to repay the City subsidy (1) upon return to work, or (2) if they terminate City employment following the leave due to a continuing serious health problem or other extenuating circumstances beyond the control of the employee. Should an

employee fail to return to work for any other reason, then they shall be required to reimburse the City for the subsidy provided during the unpaid portion of their leave. Such reimbursement shall be deducted from any compensation owed to the employee upon termination of City employment.

## **Section VI - Benefit Protection Plan**

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

### **ARTICLE 7.2 RETIREMENT BENEFITS**

#### **A. Benefits**

For employees hired prior to January 1, 1983, retirement benefits including the Beta Retirement Formula and the subsidy of one-half the employee's retirement contributions will be continued during the term of this MOU. For employees hired January 1, 1983 and thereafter, the Beta Retirement Formula and a flat-rated employee retirement contribution of six percent (6%) shall be continued.

#### **B. Procedure for Benefits Modification**

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

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

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

**ARTICLE 7.3           SICK LEAVE BENEFITS**

Management's practices with regard to allowances for sick leave will be continued during the term of this MOU. Such practices of allowance for sick leave shall be in accordance with Sections 4.126 and 4.128 of the Los Angeles Administrative Code.

**ARTICLE 7.4           FAMILY ILLNESS**

Management's present practices with regard to allowances for leave because of family illness will be continued during the term of this MOU. Such practices shall be in accordance with Section 4.127 of the Los Angeles Administrative Code. The number of working days used for this purpose shall not exceed twelve (12).

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. No affidavit is required to secure family illness benefits arising from the illness or injury of a household member (any person residing in the immediate household of the employee at the time of the illness or injury).

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

**ARTICLE 7.5           PERSONAL TIME OFF**

Management may allow an employee time off not to exceed the total hours of the employee's regular workday in any one workweek for personal business. Subject to the approval of Management, such time off shall either be made up in full in the same workweek or charged against the employee's accrued and unused vacation credits on an hourly basis.

Upon prior approval of the appointing authority, any employee who has accrued unused sick leave at full pay, may be allowed sick leave with full pay not to exceed an aggregate of twenty-four (24) hours in any one calendar year for the purpose of attending to personal business. Use of these hours for this purpose will not be counted as sick leave in any department Sick Use Monitoring Program.

**ARTICLE 7.6           HOLIDAYS AND HOLIDAY PAY**

- A.     The following days shall be treated as holidays during the term of this MOU.
  - 1.     New Year's Day (January 1)
  - 2.     Martin Luther King, Jr.'s Birthday (the third Monday in January)
  - 3.     President's Day (the third Monday in February)

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

premium pay rate for his/her class. Employees shall not receive both overtime and holiday premium pay for the same hours.

- I. Whenever a holiday falls on an employee's 9/80 or modified day off, the employee shall take an alternate day off within the same workweek and calendar week as the holiday.
- 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 one year of the holiday.
- K. The additional compensation for work performed on a holiday as provided herein shall not apply to employees whose regular rate of pay is bonused to include pay for holidays worked.
- L. Compensation for holidays worked shall be in cash. Should an employee opt for time off, Management shall accommodate the employee's request to the extent possible, subject to operational requirements.
- M. The unspecified holiday shall be taken in accordance with the following requirements:
  - 1. The holiday must be taken in one full normal working day increment of eight (8) hours during the calendar year in which it is credited. The request for such time off, if timely submitted by the employee, will be promptly approved by Management subject to the operating needs of the employee's department, office or bureau. If an unforeseen operating requirement prevents the employee from taking such previously approved holiday, Management will reschedule the holiday so that it may be taken on some other reasonably satisfactory date within the calendar year.
  - 2. Any break in service (i.e., resignation, discharge, retirement, suspension) prior to taking the holiday shall forfeit any right thereto.
  - 3. The holiday shall not be utilized to extend the date of any layoff.
  - 4. No employee shall be entitled to an unspecified holiday until he/she has completed six months of satisfactory service.
  - 5. Employees who work in intermittent, on call, vacation relief, or seasonal positions shall not be entitled to any unspecified holiday.

6. No employee shall receive more than one unspecified holiday each calendar year. Thus (a) an employee transferring from the Department of Water and Power (DWP) to any other City department, office or bureau will not receive an unspecified holiday after taking such holiday prior to leaving DWP, and (b) employees who resign or are terminated and then rehired during the same calendar year, will not receive an additional unspecified holiday when rehired.

**ARTICLE 7.7 VACATIONS**

Notwithstanding the provisions of Section 4.245 of the Los Angeles Administrative Code (LAAC), each employee in this Unit who has completed his/her qualifying year on or after that date shall be entitled to the following number of vacation days with full pay, based on the number of years of City service completed, accrued and credited at the rates indicated, subject to deductions for absences as provided in Section 4.246 of the LAAC:

<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

**Vacation Accrual/Cash Out During Active Military Service**

Employees called into active military service (other than temporary military leave) following their qualifying year of service for vacation shall continue to accrue vacation during their military service, subject to the same maximum accrual requirements as active City employees. To avoid reaching maximum accrual during an extended leave, employees may request cash payment of unused vacation hours accrued as of the date of the commencement of their military leave. Such request may be for all accrued time or a portion of the accrued time. The request shall be made prior to the employee's first



day of their leave of absence and shall be accompanied by orders or other evidence of call-up into the armed forces of the United States.

## **ARTICLE 7.8 VACATION SCHEDULES**

Vacations will be scheduled as far in advance as Management deems advisable. Consideration shall be given to the efficient operation of each department, office or bureau, the desires of the employees and their seniority in grade. Each section or work location shall make its vacation scheduling policy known to the employee(s) who work therein.

After taking a minimum of two weeks (eighty hours) vacation during a calendar year, an employee whose vacation accrual reaches the maximum level, as specified in Article 7.7 of this MOU and Los Angeles Administrative Code Section 4.254, may request to be paid at his/her current hourly rate for those accruing hours in excess of his/her maximum accrual level. An employee requesting this option rather than taking additional vacation time off, must notify appropriate administrative staff in writing within two working days from the time he/she is informed that his/her vacation accrual will exceed the maximum level. This procedure must be followed each month in which the employee wishes to be paid for excess vacation accrual. All final determinations relative to a vacation payoff rather than having the employee take time off shall reside with management.

## **ARTICLE 7.9 BEREAVEMENT LEAVE**

Management's present practices with regard to allowances for leave because of family deaths will be continued during the term of this MOU except the definition of immediate family shall include grandparents, grandchildren, step-parents, step-children, the domestic partner of an employee, a household member, and the following relatives of an employee's domestic partner: child, grandchild, mother, father. Such practices of allowances for leave because of family deaths shall be in accordance with Section 4.127.1 of the Los Angeles Administrative Code which provides for a maximum of three working days for each occurrence of a death in the employee's immediate family.

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, declaring the existence of a domestic partnership with a named domestic partner. No affidavit is required to secure bereavement leave benefits arising from the death of a household member (any person residing in the immediate household of the employee at the time of death).

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

In addition to the bereavement leave granted under Section 4.127.1 of the Los Angeles Administrative Code, 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 determined by 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 7.10 FAMILY AND MEDICAL LEAVE**

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

During the term of this MOU, up to four (4) months (nine [9] pay periods) of family or medical leave shall be provided for the purpose of childbirth, adoption, foster care of a child, or serious health condition of an immediate family member (as defined in Article 7.4), upon the request of the employee, notwithstanding any other provisions of this MOU or the Los Angeles Administrative Code to the contrary.

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

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

### **II. Definitions**

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

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

### **III. Eligibility**

- A. The provisions of this Article shall apply to all employees in this Unit in all City departments who have been employed by the City for at least 12 months and who have worked at least 1,040 hours during the 12 months immediately preceding the beginning of the leave.
- B. Parents (including those who are domestic partners) who both work for the City may take leave under the provisions of this Article at the same time to care for a new child by birth or adoption, or foster care of a child. However, the aggregate period of time to which both are entitled is limited to the time allowed for only one employee. Spouses or domestic partners who both work for the City may take leave under the provisions of this Article at the same time to take care of a sick parent. However, the aggregate period of time to which both are entitled is limited to the time allowed for only one employee.

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

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

### **IV. Conditions**

- A. The start of a family leave for a woman giving birth, may, at the employee's discretion, be at the beginning of the period of disability that a doctor certifies is necessary.
- B. The start of a family leave for adoption shall begin on a date reasonably close to the date the child is placed in the custody of the employee. Leave

for adoption or foster care of a child may also be granted prior to placement if an absence from work is required.

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

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

adoption or foster care of a child shall only be permitted at the discretion of Management.

- G. If any employee requires another leave for a separate incident under the provisions of this Article during the same 12-month period, a new request must be submitted.
- H. In accordance with State law, employees may be eligible for up to four months (nine [9] pay periods) of pregnancy-disability leave in addition to the four months (nine [9] pay periods) of family or medical leave. Such leave may be taken before or after the family or medical leave, depending on the period of time that a doctor certifies the employee as unable to work due to a pregnancy-related condition.
- I. 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.
- J. An employee receiving temporary workers' compensation benefits (either IOD or the rate provided in Division IV of the California Labor Code) who meets the eligibility requirements in III.A. of this Article shall automatically be considered to be on family or medical leave, effective the first day of the employee's absence.
- K. Management has the right to verify the certification of a serious health condition by a health care provider for a leave under the provisions of this Article. Management shall allow the employee at least 15 calendar days from the date of Management's request to obtain the medical certification.
- L. Upon return from family or medical leave, an employee shall be returned to his/her original job or to an equivalent job.

## **V. Notice Requirements**

### **A. Employee**

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

**B. Management**

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

**VI Applicable Time Off**

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

**A. Childbirth (Mother)**

1. Accrued sick leave for the entire period of disability that a health care provider certifies is necessary (including prenatal care or the mother's inability to work prior to the birth), may be taken at the employee's discretion.
2. Accrued vacation available at the start of the leave shall be used prior to the use of time under 3 and 4 below.
3. Accrued sick leave; all 100% sick leave shall be used first, followed by the use of all 75% sick leave. The use of sick leave under this subsection is at the employee's discretion.
4. Unpaid leave.

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

1. Annual family illness sick leave up to twelve (12) days may be used at the employee's discretion. Such leave may be taken before or after the vacation described in 2 below.
2. Accrued vacation available at the start of the leave shall be taken. Such time must be used prior to the use of time under 3 and 4 below.
3. Accrued sick leave; all 100% sick leave shall be used first, followed by the use of all 75% sick leave. The use of sick leave under this subsection is at the employee's discretion.
4. Unpaid leave.

**C. Personal Medical Leave**

1. Accrued sick leave may be used at the employee's discretion. Such leave may be taken before or after the vacation described in 2 below.
2. Accrued vacation available at the start of the leave shall be taken. Such time must be used prior to the use of time under 3 below.
3. Unpaid leave.

**VII. Sick Leave Rate of Pay**

Payment for sick leave usage under VI.A.3. and VI.B.3. shall be at the regular accrued rate of 100% or 75% as appropriate.

**VIII. Monitoring**

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

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

**ARTICLE 7.11 DISABILITY INSURANCE PLAN**

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.

**ARTICLE 7.12 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 the City Employees' Retirement System, provided that sufficient enrollment is maintained to continue to make the account available.

Enrollment in the DCRA is at the discretion of each employee. All contributions into the DCRA and related administered 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 7.13      EMPLOYEE ASSISTANCE PROGRAM**

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

**ARTICLE 7.14      WORKERS' COMPENSATION**

Management agrees to continue providing Workers' Compensation benefits in accordance with Section 4.104 of the Los Angeles Administrative Code, except that salary continuation payments during absences for temporary disability conditions shall be 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 deductions for Federal and State income tax withholding, and employee retirement contribution. 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.

This Article shall be applicable to all injuries incurred after July 1, 1984.



IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute this MOU #9 the day, month, and year first above written.

Local 501, Operating Engineers  
Authorized Representatives

City of Los Angeles, Authorized  
Management Representatives

\_\_\_\_\_  
James McLaughlin  
Business Manager, Local 501

Karen L. Sisson  
Karen L. Sisson  
City Administrative Officer

Mark E. Fink  
Mark Fink  
Chief Negotiator and Business  
Representative, Local 501

\_\_\_\_\_  
Department of Public Works

Dan Holzauer  
Dan Holzauer  
Sr. Grievance Representative

\_\_\_\_\_  
Department of Recreation and Parks

Donald Ris  
Donald Ris  
Member

\_\_\_\_\_  
Department of Airports

Sal De la Cruz  
Sal De la Cruz  
Member

\_\_\_\_\_  
Department of General Services

Gilbert Vasquez  
Gilbert Vasquez  
Member

\_\_\_\_\_  
Department of Transportation

Wes Stoddard  
Wes Stoddard  
Member

\_\_\_\_\_  
Fire Department

William Bell  
William Bell  
Member

\_\_\_\_\_  
Convention Center

\_\_\_\_\_  
Art Duarte  
Member

\_\_\_\_\_  
Police Department

As to form:  
Step S. Posner  
City Attorney's Office

12/6/2007  
Date

APPENDIX A

Operative on July 1, 2007

CLASS CODE	TITLE	SALARY RANGE	ANNUAL RANGE	
5923	Building Operating Engineer	2,703.20 BW		
5923 A	Building Operating Engineer-Airport	2,784.80 BW		
5927	Chief Building Operating Engineer	3,681.60 BW		
5927 A	Chief Building Operating Engineer-Airport	3,802.40 BW		
5865	Diesel Plant Operator	2,703.20 BW		
5853	Electric Pumping Plant Operator	2,323.20 BW		
3843	Instrument Mechanic	3,026.40 BW		
3843 A	Instrument Mechanic - Airport	3,082.40 BW		
3844 A	Instrument Mechanic Supervisor - Airport	3,723.20 BW		
3844 1	Instrument Mechanic Supervisor I	3,356.80 BW		
3844 2	Instrument Mechanic Supervisor II	3,652.00 BW		
4122	Intermediate Wastewater Treatment Operator	3,064.00 BW		
0850	Mechanical Repairer - Exempt	28.43 HR		
3773 1	Mechanical Repairer I	2,272.00 BW		
3773 2	Mechanical Repairer II	2,400.00 BW		
3795	Mechanical Repairer Supervisor	2,825.60 BW		
5851	Plant Attendant	1959	40,903-	50,822
1107	Plant Equipment Trainee	1892	39,504-	49,068
5925	Senior Building Operating Engineer	3,156.80 BW		
5925 A	Senior Building Operating Engineer-Airport	3,258.40 BW		
5867	Senior Diesel Plant Operator	3,156.80 BW		
5856	Senior Electric Pumping Plant Operator	2,733.60 BW		
3772 1	Senior Mechanical Repairer I	2,398.40 BW		
3772 2	Senior Mechanical Repairer II	2,545.60 BW		
4124	Senior Wastewater Treatment Operator	3,504.00 BW		
5614 1	Wastewater Treatment Mechanic I	2,604.80 BW		
5614 2	Wastewater Treatment Mechanic II	2,777.60 BW		
5617	Wastewater Treatment Mechanic Supervisor	3,574.40 BW		
4121	Wastewater Treatment Operator	2,762.40 BW		
4123 1	Wastewater Treatment Operator I	2,762.40 BW		
4123 2	Wastewater Treatment Operator II	3,064.00 BW		
4123 3	Wastewater Treatment Operator III	3,231.20 BW		

APPENDIX B

Operative on January 1, 2008

CLASS CODE	TITLE	SALARY RANGE	ANNUAL RANGE	
5923	Building Operating Engineer	2,757.60 BW		
5923 A	Building Operating Engineer-Airport	2,840.80 BW		
5927	Chief Building Operating Engineer	3,755.20 BW		
5927 A	Chief Building Operating Engineer-Airport	3,878.40 BW		
5865	Diesel Plant Operator	2,757.60 BW		
5853	Electric Pumping Plant Operator	2,369.60 BW		
3843	Instrument Mechanic	3,087.20 BW		
3843 A	Instrument Mechanic - Airport	3,144.00 BW		
3844 A	Instrument Mechanic Supervisor - Airport	3,797.60 BW		
3844 1	Instrument Mechanic Supervisor I	3,424.00 BW		
3844 2	Instrument Mechanic Supervisor II	3,724.80 BW		
4122	Intermediate Wastewater Treatment Operator	3,125.60 BW		
0850	Mechanical Repairer - Exempt	29.00 HR		
3773 1	Mechanical Repairer I	2,317.60 BW		
3773 2	Mechanical Repairer II	2,448.00 BW		
3795	Mechanical Repairer Supervisor	2,882.40 BW		
5851	Plant Attendant	1999	41,739-	51,845
1107	Plant Equipment Trainee	1929	40,277-	50,070
5925	Senior Building Operating Engineer	3,220.00 BW		
5925 A	Senior Building Operating Engineer-Airport	3,323.20 BW		
5867	Senior Diesel Plant Operator	3,220.00 BW		
5856	Senior Electric Pumping Plant Operator	2,788.00 BW		
3772 1	Senior Mechanical Repairer I	2,446.40 BW		
3772 2	Senior Mechanical Repairer II	2,596.80 BW		
4124	Senior Wastewater Treatment Operator	3,574.40 BW		
5614 1	Wastewater Treatment Mechanic I	2,656.80 BW		
5614 2	Wastewater Treatment Mechanic II	2,832.80 BW		
5617	Wastewater Treatment Mechanic Supervisor	3,645.60 BW		
4121	Wastewater Treatment Operator	2,817.60 BW		
4123 1	Wastewater Treatment Operator I	2,817.60 BW		
4123 2	Wastewater Treatment Operator II	3,125.60 BW		
4123 3	Wastewater Treatment Operator III	3,296.00 BW		

APPENDIX C

Operative on July 1, 2008

CLASS CODE	TITLE	SALARY RANGE	ANNUAL RANGE	
5923	Building Operating Engineer	2,840.00 BW		
5923 A	Building Operating Engineer-Airport	2,926.40 BW		
5927	Chief Building Operating Engineer	3,868.00 BW		
5927 A	Chief Building Operating Engineer-Airport	3,994.40 BW		
5865	Diesel Plant Operator	2,840.00 BW		
5853	Electric Pumping Plant Operator	2,440.80 BW		
3843	Instrument Mechanic	3,180.00 BW		
3843 A	Instrument Mechanic - Airport	3,238.40 BW		
3844 A	Instrument Mechanic Supervisor - Airport	3,911.20 BW		
3844 1	Instrument Mechanic Supervisor I	3,526.40 BW		
3844 2	Instrument Mechanic Supervisor II	3,836.80 BW		
4122	Intermediate Wastewater Treatment Operator	3,219.20 BW		
0850	Mechanical Repairer - Exempt	29.87 HR		
3773 1	Mechanical Repairer I	2,387.20 BW		
3773 2	Mechanical Repairer II	2,521.60 BW		
3795	Mechanical Repairer Supervisor	2,968.80 BW		
5851	Plant Attendant	2058	42,971-	53,390
1107	Plant Equipment Trainee	1988	41,509-	51,574
5925	Senior Building Operating Engineer	3,316.80 BW		
5925 A	Senior Building Operating Engineer-Airport	3,423.20 BW		
5867	Senior Diesel Plant Operator	3,316.80 BW		
5856	Senior Electric Pumping Plant Operator	2,872.00 BW		
3772 1	Senior Mechanical Repairer I	2,520.00 BW		
3772 2	Senior Mechanical Repairer II	2,674.40 BW		
4124	Senior Wastewater Treatment Operator	3,681.60 BW		
5614 1	Wastewater Treatment Mechanic I	2,736.80 BW		
5614 2	Wastewater Treatment Mechanic II	2,917.60 BW		
5617	Wastewater Treatment Mechanic Supervisor	3,755.20 BW		
4121	Wastewater Treatment Operator	2,902.40 BW		
4123 1	Wastewater Treatment Operator I	2,902.40 BW		
4123 2	Wastewater Treatment Operator II	3,219.20 BW		
4123 3	Wastewater Treatment Operator III	3,395.20 BW		

APPENDIX D

Operative on July 1, 2009

CLASS CODE	TITLE	SALARY RANGE	ANNUAL RANGE	
5923	Building Operating Engineer	2,925.60 BW		
5923 A	Building Operating Engineer-Airport	3,014.40 BW		
5927	Chief Building Operating Engineer	3,984.00 BW		
5927 A	Chief Building Operating Engineer-Airport	4,114.40 BW		
5865	Diesel Plant Operator	2,925.60 BW		
5853	Electric Pumping Plant Operator	2,514.40 BW		
3843	Instrument Mechanic	3,275.20 BW		
3843 A	Instrument Mechanic - Airport	3,335.20 BW		
3844 A	Instrument Mechanic Supervisor - Airport	4,028.80 BW		
3844 1	Instrument Mechanic Supervisor I	3,632.00 BW		
3844 2	Instrument Mechanic Supervisor II	3,952.00 BW		
4122	Intermediate Wastewater Treatment Operator	3,316.00 BW		
0850	Mechanical Repairer - Exempt	30.77 HR		
3773 1	Mechanical Repairer I	2,459.20 BW		
3773 2	Mechanical Repairer II	2,597.60 BW		
3795	Mechanical Repairer Supervisor	3,057.60 BW		
5851	Plant Attendant	2120	44,265-	54,998
1107	Plant Equipment Trainee	2048	42,762-	53,119
5925	Senior Building Operating Engineer	3,416.00 BW		
5925 A	Senior Building Operating Engineer-Airport	3,525.60 BW		
5867	Senior Diesel Plant Operator	3,416.00 BW		
5856	Senior Electric Pumping Plant Operator	2,958.40 BW		
3772 1	Senior Mechanical Repairer I	2,596.00 BW		
3772 2	Senior Mechanical Repairer II	2,754.40 BW		
4124	Senior Wastewater Treatment Operator	3,792.00 BW		
5614 1	Wastewater Treatment Mechanic I	2,819.20 BW		
5614 2	Wastewater Treatment Mechanic II	3,004.80 BW		
5617	Wastewater Treatment Mechanic Supervisor	3,868.00 BW		
4121	Wastewater Treatment Operator	2,989.60 BW		
4123 1	Wastewater Treatment Operator I	2,989.60 BW		
4123 2	Wastewater Treatment Operator II	3,316.00 BW		
4123 3	Wastewater Treatment Operator III	3,496.80 BW		

APPENDIX E

Operative on July 1, 2010

<u>CLASS CODE</u>	<u>TITLE</u>	<u>SALARY RANGE</u>	<u>ANNUAL RANGE</u>	
5923	Building Operating Engineer	2,991.20 BW		
5923 A	Building Operating Engineer-Airport	3,082.40 BW		
5927	Chief Building Operating Engineer	4,073.60 BW		
5927 A	Chief Building Operating Engineer-Airport	4,207.20 BW		
5865	Diesel Plant Operator	2,991.20 BW		
5853	Electric Pumping Plant Operator	2,571.20 BW		
3843	Instrument Mechanic	3,348.80 BW		
3843 A	Instrument Mechanic - Airport	3,410.40 BW		
3844 A	Instrument Mechanic Supervisor - Airport	4,119.20 BW		
3844 1	Instrument Mechanic Supervisor I	3,713.60 BW		
3844 2	Instrument Mechanic Supervisor II	4,040.80 BW		
4122	Intermediate Wastewater Treatment Operator	3,390.40 BW		
0850	Mechanical Repairer - Exempt	31.46 HR		
3773 1	Mechanical Repairer I	2,514.40 BW		
3773 2	Mechanical Repairer II	2,656.00 BW		
3795	Mechanical Repairer Supervisor	3,126.40 BW		
5851	Plant Attendant	2167	45,246-	56,230
1107	Plant Equipment Trainee	2094	43,722-	54,309
5925	Senior Building Operating Engineer	3,492.80 BW		
5925 A	Senior Building Operating Engineer-Airport	3,604.80 BW		
5867	Senior Diesel Plant Operator	3,492.80 BW		
5856	Senior Electric Pumping Plant Operator	3,024.80 BW		
3772 1	Senior Mechanical Repairer I	2,654.40 BW		
3772 2	Senior Mechanical Repairer II	2,816.00 BW		
4124	Senior Wastewater Treatment Operator	3,877.60 BW		
5614 1	Wastewater Treatment Mechanic I	2,882.40 BW		
5614 2	Wastewater Treatment Mechanic II	3,072.80 BW		
5617	Wastewater Treatment Mechanic Supervisor	3,955.20 BW		
4121	Wastewater Treatment Operator	3,056.80 BW		
4123 1	Wastewater Treatment Operator I	3,056.80 BW		
4123 2	Wastewater Treatment Operator II	3,390.40 BW		
4123 3	Wastewater Treatment Operator III	3,575.20 BW		

APPENDIX F

Operative on July 1, 2011

<u>CLASS CODE</u>	<u>TITLE</u>	<u>SALARY RANGE</u>	<u>ANNUAL RANGE</u>	
5923	Building Operating Engineer	3,058.40 BW		
5923 A	Building Operating Engineer-Airport	3,152.00 BW		
5927	Chief Building Operating Engineer	4,165.60 BW		
5927 A	Chief Building Operating Engineer-Airport	4,301.60 BW		
5865	Diesel Plant Operator	3,058.40 BW		
5853	Electric Pumping Plant Operator	2,628.80 BW		
3843	Instrument Mechanic	3,424.00 BW		
3843 A	Instrument Mechanic - Airport	3,487.20 BW		
3844 A	Instrument Mechanic Supervisor - Airport	4,212.00 BW		
3844 1	Instrument Mechanic Supervisor I	3,796.80 BW		
3844 2	Instrument Mechanic Supervisor II	4,132.00 BW		
4122	Intermediate Wastewater Treatment Operator	3,466.40 BW		
0850	Mechanical Repairer - Exempt	32.17 HR		
3773 1	Mechanical Repairer I	2,571.20 BW		
3773 2	Mechanical Repairer II	2,716.00 BW		
3795	Mechanical Repairer Supervisor	3,196.80 BW		
5851	Plant Attendant	2217	46,290-	57,545
1107	Plant Equipment Trainee	2142	44,724-	55,562
5925	Senior Building Operating Engineer	3,571.20 BW		
5925 A	Senior Building Operating Engineer-Airport	3,685.60 BW		
5867	Senior Diesel Plant Operator	3,571.20 BW		
5856	Senior Electric Pumping Plant Operator	3,092.80 BW		
3772 1	Senior Mechanical Repairer I	2,714.40 BW		
3772 2	Senior Mechanical Repairer II	2,879.20 BW		
4124	Senior Wastewater Treatment Operator	3,964.80 BW		
5614 1	Wastewater Treatment Mechanic I	2,947.20 BW		
5614 2	Wastewater Treatment Mechanic II	3,141.60 BW		
5617	Wastewater Treatment Mechanic Supervisor	4,044.00 BW		
4121	Wastewater Treatment Operator	3,125.60 BW		
4123 1	Wastewater Treatment Operator I	3,125.60 BW		
4123 2	Wastewater Treatment Operator II	3,466.40 BW		
4123 3	Wastewater Treatment Operator III	3,656.00 BW		

## **APPENDIX G**

### **Salary Notes**

Unless otherwise indicated, the following notes shall apply to Unit employees during the entire term of this MOU:

1. The Department of General Services will provide round trip transportation or a City car to a Building Operating Engineer whenever, during his/her work shift, the employee is temporarily reassigned from his/her regular work location at City Hall East to Van Nuys City Hall or from Van Nuys City Hall to City Hall East.
2. A Mechanical Repairer (Code 3773-1 or -2) in the Recreation and Parks Department when engaged in the chlorination of swimming pools/potable water, or the maintenance and repair of swimming pools or potable water equipment, or the maintenance and repair of clarifiers and other machinery related thereto, or the removal of solid wastes from sewage tanks, or chlorinating waste water being pumped back into the sewer or L.A. River, or cleaning the sewage treatment facility and the equipment therein, shall receive, in addition to all regular and premium compensation, eighty-five cents (\$0.85) per hour for each hour of work so performed.

Effective the start of the payperiod following Council approval of this MOU, this Note shall apply to any Mechanical Repairer in Recreation and Parks and the Zoo Department and the amount shall increase to ninety-five cents (\$0.95) per hour for each hour of work so performed.

3. Electric Pumping Plant Operators (Code 5853) employed by the Department of Recreation and Parks, who have applied for or possess a State Department of Health certificate as a Grade II Water Treatment Facility Operator and whose responsibilities include not only the routine inspection and operation of the various pumps in the Griffith Park and Elysian Park water systems, but the use of chlorine gas for the treatment of potable water and emergency maintenance and repairs in the Water Treatment Facility and the water system, shall receive, in addition to all regular and premium compensation, thirty-five cents (\$.35) per hour.
4. One employee in the class of Chief Building Operating Engineer (Code 5927) at the Department of Airports when assigned to supervise an Instrument Mechanic Supervisor (Code 3844) shall receive a supervisory differential of five and one-half percent (5.5%) above the salary rate established for the class of Instrument Mechanic Supervisor (Code 3844).
5. One employee in the class/pay grade of Mechanical Repairer I or II (Code 3773-1 or -2) in the Bureau of Street Maintenance when regularly assigned as defined in Section 4.75 of the LAAC, to either the Pedestrian Tunnel Cleaning Crew or the Pedestrian Tunnel Maintenance Crew, shall be compensated at the second premium level rate (5.5%) above the salary rate for that class. This note shall only apply to the employee who is performing these duties on the



implementation date of the MOU. At such time at that employee vacates the position (for any reason), this note shall no longer be valid.

6. One employee in the class of Mechanical Repairer II (Code 3773-2) in the Department of Airports, shall receive, in addition to all other regular and premium compensation, a bonus of 5.5% above the prescribed biweekly rate for the class for any day on which the employee is assigned and performs work on trash compactors used by Department tenants for the disposal of public-generated refuse.

Effective the start of the payperiod following Council approval of this MOU, this Note shall apply to any Mechanical Repairer II (Code 3773-2) in any City department who is assigned to perform work on trash compactors.

7. A Unit employee who is assigned to the Human Resource Development Division of the Bureau of Sanitation or any other Unit employee who conducts a formal group training session for a full shift at the request of HRDD will be paid 5.5% above his/her normal rate of pay. This note shall not apply to supervisory classifications, as determined by the City's Employee Relations Board, who perform informal or on-the-job training or journey level instruction.
8. At no time shall the adjusted compensation by Note K of the Los Angeles Administrative Code (Section 4.61) be applicable to any position in any class series listed below since the K rate is included in the salary.

a. Wastewater Treatment - Liquid Operations Series

<u>Code</u>	<u>Title</u>
4122	Intermediate Wastewater Treatment Operator
4124	Senior Wastewater Treatment Operator
4121	Wastewater Treatment Operator
4123-1	Wastewater Treatment Operator I
4123-2	Wastewater Treatment Operator II
4123-3	Wastewater Treatment Operator III

b. Wastewater Treatment - Maintenance Series

<u>Code</u>	<u>Title</u>
5614-1	Wastewater Treatment Mechanic I
5614-2	Wastewater Treatment Mechanic II
5617	Wastewater Treatment Mechanic Supervisor

c. Airports Department – Building Operating Engineer and Instrument Mechanic Series

<u>Code</u>	<u>Title</u>
5923	Building Operating Engineer
5927	Chief Building Operating Engineer
3843	Instrument Mechanic
3844	Instrument Mechanic Supervisor
5925	Senior Building Operating Engineer

9. Employees in the classes of Wastewater Treatment Operator, Building Operating Engineer, or Senior Building Operating Engineer when assigned to a relief position, shall be entitled to a regularly assigned premium of \$1.20 per hour. Such premium shall be paid in accordance with the provisions of Section 4.75 of the Los Angeles Administrative Code.

Such employees shall be subject to the following without additional compensation:

- a. Minimum 48 hours notice on schedule changes.
  - b. Temporary changes in work schedules including days off, shift and section.
  - c. It shall be the intent of Management that relief employees shall receive two consecutive days off and shall only be subject to split days off when schedule changes occur.
10. Employees in the class of Instrument Mechanic (Code 3843) employed by the Department of Airports, who are certified by the Los Angeles Fire Department to perform Regulation 4 Fire/Life Safety testing and are assigned by Management to perform the testing, shall receive, in addition to all other regular and premium compensation, \$50.00 biweekly. This bonus shall commence at the beginning of the payroll period next succeeding the date the person presents the certification to the appointing authority
  11. Employees in the class of Wastewater Treatment Mechanic (Code 5614) assigned to the tank crew at the Hyperion Treatment Plant shall receive a regularly assigned bonus of \$1.00 per hour, an addition to all regular and premium pay. Employees in the class of Wastewater Treatment Mechanic (Code 5614) employed at the Terminal Island, DC Tillman or LA/Glendale Treatment Plants shall receive, in addition to all regular and premium pay, a bonus of \$1.00 per hour for each hour performing assigned work in primary or secondary tanks at these facilities.
  12. One position of Mechanical Repairer II, Code 3773-2, and one position of Senior Mechanical Repairer II, Code 3772-2, in the Bureau of Street Services, Department of Public Works, employed at the Mechanical Repair Shop at 452 North San Fernando Road shall receive, in addition to all other regular compensation, salary at the first premium level rate above the appropriate step rate of the salary ranges for these positions when regularly assigned, as defined in Section 4.75 of the Los Angeles Administrative Code, to operate the following equipment: chain saw, saw blade grinder, air saw and/or air impact driver.
  13. Employees in the class of Wastewater Treatment Operator who have an unlimited steam license with a turbine endorsement shall receive, in addition to all regular and premium compensation, \$0.60 per hour when assigned to maintain boilers at the Hyperion Treatment Plant.

**LETTER OF INTENT**

**2007-12 Memorandum of Understanding  
Plant Equipment Operation and Repair Unit**

At such time that the Department of General Services (GSD) determines there is sufficient staff to establish a relief crew, GSD agrees to meet with the Union to discuss the criteria to be used in selecting Building Operating Engineer/Senior Building Operating Engineer staff for that relief crew.

This Letter of Intent shall expire concurrent with the MOU.

FOR THE UNION:

FOR THE CITY:

Mark Fink  
Mark Fink, Business Representative  
Local 501

\_\_\_\_\_  
Department of General Services

12/10/07  
Date

\_\_\_\_\_  
Date

**LETTER OF INTENT**

**2007-12 Memorandum of Understanding  
Plant Equipment Operation and Repair Unit**

The parties agree to meet no later than 60 calendar days after approval of this MOU by the City Council to continue discussion of City employees performing Regulation 4 testing and attempt resolution of UERP No. 1398.

This Letter of Intent shall expire concurrent with the MOU.

FOR THE UNION:

FOR THE CITY:

Mark Fink  
Mark Fink, Business Representative  
Local 501

\_\_\_\_\_  
Los Angeles World Airports

12/10/07  
Date

\_\_\_\_\_  
Date

**LETTER OF INTENT**

**2007-12 Memorandum of Understanding  
Plant Equipment Operation and Repair Unit**

The City will provide the union with data regarding vacancies in Unit positions at such time as the technology is available to provide this information.

This Letter of Intent shall expire concurrent with the MOU.

FOR THE UNION:

Mark Fink

Mark Fink, Business Representative  
Local 501

12/10/07  
Date

FOR THE CITY:

Karen L. Sisson

Karen L. Sisson  
City Administrative Officer

12/10/07  
Date

**LETTER OF INTENT**

**2007-12 Memorandum of Understanding  
Plant Equipment Operation and Repair Unit**

The parties agree that the following issues will be discussed in the Joint Labor Management Committees indicated below:

**Safety Committee**

Safety Shoes  
Safety Stewards  
Terminal Island Air Quality

**Bonus and Codes Committee**

Swing Shift and Graveyard Shift Bonuses  
Tank Bonus  
Salary for Wastewater Treatment Mechanic  
Salary for Senior Building Operating Engineer

**Bureau of Sanitation JLMC**

Scheduling  
Overtime

This Letter of Intent shall expire concurrent with the MOU.

FOR THE UNION:

Mark Fink  
Mark Fink, Business Representative  
Local 501

12/10/07

Date

FOR THE CITY:

Karen L. Sisson  
Karen L. Sisson  
City Administrative Officer

12/10/07

Date

## LETTER OF AGREEMENT

### 2007-2012 MEMORANDUM OF UNDERSTANDING

#### Mutual Commitment to LA's Future

The City of LA and IUOE, Local 501 have concluded negotiations for the Memoranda of Understanding effective July 1, 2007 through June 30, 2012. This is a historic contract because it was reached through the mutual gains process and addresses critical issues that both parties identified as key interests that had to be resolved during the term of this contract. In order to address those issues effectively, a five year contract was essential. However, the parties recognize that due to the extended term of the contract and the uncertainty both positive and negative of: the local economy, city revenue, revenue from state and federal budgets and adverse litigation, it is essential that both parties maintain the ability to address these uncertainties.

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

To address future uncertainties, the parties agree to meet at a minimum every six months to review the City's overall revenue and expenditure forecasts. The revenue forecasts that shall be used as the baseline for this discussion shall be the City's initial Five-Year Budget Forecast for 2007-08 (contained in CF# 07-0600-S43 issued 8/9/07). If City revenue declines by 1% or more in the aggregate the parties will meet, using the mutual gains process, to identify the implications of the revenue loss, alternatives to address the loss and identify viable solutions within the control of the parties.

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

#### Economic Reopener

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

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

FOR THE UNION:

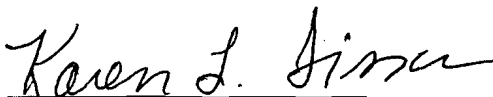


Mark Fink  
Local 501

12/10/07

Date

FOR THE CITY:



Karen L. Sisson  
City Administrative Officer

12/10/07

Date

**GAINS SHARING JLMC**

TA  
KAT  
9/30/07

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

TA  
CP  
9/30/07

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

SP  
9/30/07

C.R.  
9/30/07

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

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

MF  
9/30/07

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

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



**IMPLEMENTING MUTUAL GAINS BARGAINING**

TA  
KSL  
9/30/07

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

TA  
9/30/07

**1. SAFETY COMMITTEE**

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

MEF  
9/30/07

L.R.  
9/30/07

**2. PART-TIME WORKERS COMMITTEE**

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

MEF  
9/30/07

9/30/07

**3. BONUS AND CODES COMMITTEE**

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