

**MEMORANDUM OF UNDERSTANDING NO. 37
FOR JOINT SUBMISSION TO THE CITY COUNCIL
REGARDING THE EXECUTIVE ADMINISTRATIVE ASSISTANTS UNIT**

**THIS MEMORANDUM OF UNDERSTANDING made and entered into this 10th day
of December, 2007.**

BY AND BETWEEN

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

AND

**THE AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL
EMPLOYEES, AFL-CIO, (hereinafter referred to as "Union" or "AFSCME")**

TABLE OF CONTENTS

<u>ARTICLE</u>	<u>TITLE</u>	<u>PAGE</u>
1	Recognition.....	1
2	Implementation of Memorandum of Understanding.....	1
3	Parties to Memorandum of Understanding.....	1
4	Unit Membership List.....	2
5	Nondiscrimination.....	2
6	Distribution of Union Notices.....	2
7	Agency Shop Fees - Payroll Deductions and Dues.....	2
8	Rest Period.....	6
9	Employment Opportunities.....	6
10	Work Access.....	6
11	Use of City Facilities.....	7
12	Safety and Ergonomics.....	7
13	Personnel Folders.....	9
14	Jury Service.....	9
15	Civic Duty.....	10
16	Grievance Procedure.....	10
17	Union Stewards.....	19
18	Employee Relations.....	20
19	Actions by Employee Relations Board.....	21
20	Calendar for Successor Memorandum of Understanding.....	21
21	Time Off for Oral and Written Promotional Examinations.....	21
22	Shift Differential.....	21
23	Vacations.....	21
24	Vacation Schedules.....	22
25	Bilingual Differential.....	22
26	Sign Language Premium.....	23
27	Civilian Modified Flexible Benefits Program.....	23
28	Holiday Pay.....	26
29	Overtime.....	28
30	Travel Allowance.....	30
31	Sick Leave Allowance.....	30
32	Family Illness.....	31
33	Bereavement Leave.....	32
34	Military Leave.....	32
35	Retirement Benefits.....	33
36	Mileage.....	33
37	Obligation to Support.....	34
38	Provisions of Law and Separability.....	34
39	Term.....	34
40	Union Sponsored Optical Program.....	35

TABLE OF CONTENTS

<u>ARTICLE</u>	<u>TITLE</u>	<u>PAGE</u>
41	Federal Political Action Check-Off	35
42	VDT Optical Plan	35
43	Schedule Changes for Personal Business.....	37
44	Family and Medical Leave	37
45	Salaries.....	44
46	Alternative Work Schedules.....	44
47	Disability Insurance Plan.....	45
48	Dependent Care Reimbursement Account	45
49	Employee Assistance Program.....	45
50	Workers' Compensation.....	45
51	Amendment of MOU to Include New Classes.....	46
52	Work Schedules.....	46
53	Union Release Time	46
54	Full Understanding.....	48
55	Higher Level Duties Pay	48
56	Additional Duties Pay.....	51
57	Tuition Reimbursement/Specialized Training.....	51
58	Continuation of Merit Principles	51
59	Salary Step Advancement	54

APPENDICES

- Appendix A - Salaries effective 7/1/07
- Appendix B - Salaries effective 1/1/08
- Appendix C - Salaries effective 7/1/08
- Appendix D - Salaries effective 7/1/09
- Appendix E - Salaries effective 7/1/10
- Appendix F - Salaries effective 7/1/11
- Appendix G - Salary Notes

LETTERS OF INTENT

- Underfilling of Positions
- Payroll Reopener

LETTERS OF AGREEMENT

- Holiday Premium Pay
- Mutual Commitment to LA's Future
- Gains Sharing JLMC
- Implementing Mutual Gains Bargaining

ARTICLE 1 RECOGNITION

The American Federation of State, County and Municipal Employees, (AFSCME), Council 36, AFL-CIO, was certified on July 9, 1990, by the Employee Relations Board, as the majority representative of City employees in the Executive Administrative Assistants Unit. Management hereby recognizes AFSCME, Local 3672 (hereinafter referred to as "Union") as the exclusive representative of the employees in the Unit.

The term "employee" or "employees" as used herein shall refer only to employees in the classifications listed in the Appendices, as well as such classes as may be added hereafter to the Unit by the Employee Relations Board.

ARTICLE 2 IMPLEMENTATION OF MEMORANDUM OF UNDERSTANDING

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

- A. AFSCME has notified the City Administrative Officer in writing that it has approved this MOU in its entirety, and
- B. The heads of those departments, offices or bureaus represented herein have approved this MOU in its entirety in the manner required by law, and
- C. The City Council has approved this MOU in its entirety.

Where resolutions, ordinances or amendments to applicable codes are required, those articles of this MOU which require such resolutions, ordinances or amendments will become operative on the effective date of the resolution, ordinance or amendment unless otherwise specified.

ARTICLE 3 PARTIES TO MEMORANDUM OF UNDERSTANDING

This MOU is entered into on December 10, 2007, by the City Administrative Officer, as authorized management representative of the City Council, and the authorized management representatives of the Departments of Aging, Airports, Animal Services, Building and Safety, City Administrative Officer, City Attorney, City Clerk, Commission for Children, Youth and Their Families, Commission on the Status of Women, Community Development, Controller, Convention Center, Cultural Affairs, Disability, El Pueblo, Emergency Preparedness, Environmental Affairs, Ethics Commission, Finance, Fire, Fire and Police Pension System (Pensions), General Services, Harbor, Housing, Human Relations Commission, Information Technology Agency, Library, Los Angeles City Employees' Retirement System (LACERS), Mayor, Neighborhood Empowerment, Personnel, Planning, Police, Public Works, Recreation and Parks, Transportation, Treasurer, Zoo (hereinafter referred to as "Management"), and authorized representatives of the American Federation of State, County and Municipal Employees, Local 3672 (hereinafter referred to as "Union" or "AFSCME") as the exclusive recognized employee organization for the Executive Administrative Assistants Unit.

ARTICLE 4 UNIT MEMBERSHIP LIST

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

ARTICLE 5 NONDISCRIMINATION

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

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

In accordance with the above policy, Union agrees not to discriminate against an employee because of the exercise of his/her rights granted pursuant to Section 4.857 of the Employee Relations Ordinance, or with respect to admission to membership, and the rights of membership.

ARTICLE 6 DISTRIBUTION OF UNION NOTICES

Management will distribute to Unit members the following types of notices:

- A. Notices of Union meetings.
- B. Notices of Union elections and their results.
- C. Notices of Union recreational and social events.
- D. Notices of official Union business.
- E. Any other communication which has received the prior approval of the head of the department, office or bureau or his/her designated representative.

ARTICLE 7 AGENCY SHOP FEES - PAYROLL DEDUCTIONS AND DUES

- A. AFSCME dues and such other deductions as may be properly requested and lawfully permitted will be deducted by the Controller biweekly, in twenty-four (24) increments annually from the salary of each employee in the Unit who files with the Controller written authorization that such deduction(s) be taken.

Remittance of the aggregate amount of all dues and other proper deductions taken from the salaries of employees covered hereunder shall be made to AFSCME by the Controller within thirty (30) working days after the end of the month in which the deduction(s) was/were taken.

A fee of nine cents (\$.09) for the processing of each such deduction shall be assessed by the Controller.

Notwithstanding any provisions of Section 4.203 of the LAAC that may conflict:

1. An employee's request to cancel his/her dues withholding authorization shall be processed by the Controller to be effective on the ending of the first complete payroll period following May 1 of each year.
2. Payroll deductions which have been authorized by employees in this Unit for the purpose of obtaining membership and/or benefits offered by any bargaining organization* other than AFSCME will not be accepted by the Controller.

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

*For the purpose of this Article, bargaining organization means any organization of employees whose responsibility or goal is to represent employees in the City's meet and confer process.

- B. The following provisions shall be effective the start of the payroll period following the date of Council approval of this MOU.

1. **DUES/FEES**

- a. Each permanent employee* in this unit who is not on unpaid leave of absence shall, as a condition of continued employment, become a member of Local 3672, American Federation of State, County and Municipal Employees (hereinafter referred to collectively as Union), or pay said Union a service fee in an amount not to exceed periodic dues and general assessments of the Union for the term of this MOU, provided, however, that said fee shall not be assessed in any biweekly pay period in which the affected employee is not paid a minimum of 20 hours. Such amounts shall be determined by the Union and implemented by the City in the first payroll period, which starts 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.)

- b. Notwithstanding any provisions of Article 2, Section 4.203 of the Los Angeles Administrative Code (LAAC) to the contrary, during the term of this MOU, payroll deductions requested by an employee in this Unit for the purpose of becoming a member and/or to obtain benefits offered by any qualified organization other than Union, 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 new 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.

C. **EXCEPTIONS**

Religious Objections

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

D. **MANAGEMENT RESPONSIBILITIES**

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

- b. A fee of nine cents (\$.09) per deduction shall be assessed by the City Controller for the processing of each payroll deduction taken. The City Controller will deduct the aggregate amount of said fees on a biweekly basis.
2. The Controller shall also apply this provision to every permanent employee who, following the operative date of this article, becomes a member of this representation unit, within sixty (60) calendar days of such reassignment or transfer. Such deduction shall be a condition of continued employment.
3. Management will provide the Union with the name, home address, and employee number of each permanent employee.
4. The Controller shall provide the organization, at least monthly, a status report showing all changes in the employment status of employees in this unit which affect the applicability of the provisions of this Article to those employees.

E. UNION RESPONSIBILITIES

1. The Union shall keep an adequate itemized record of its financial transactions and shall make available annually to the City Clerk, and to all unit employees, within sixty (60) calendar days after the end of its fiscal year, a detailed written financial report thereof in the form of a balance sheet and an operating statement, certified as to its accuracy by its president and the treasurer or corresponding principal officer, or by a certified public accountant.
2. The Union certifies to the City that it has adopted, implemented and will maintain constitutionally acceptable procedures to enable non-member agency shop service fee payers to meaningfully challenge the propriety of the uses to which service funds are put. Those procedures shall be in accordance with the decision of the United States Supreme Court in Chicago Teachers Union, Local No. 1, AFT, AFL-CIO, et al. v. Hudson, 106 S. Ct. 1066 (1986).
3. Except for claims resulting from errors caused by defective City equipment, the Union agrees to indemnify and hold harmless the City against all other claims, including costs of suits and reasonable attorney's fees and/or other forms of liability arising from the implementation 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.

F. **RESCISSION**

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

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

ARTICLE 8 REST PERIOD

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

Management reserves the right to suspend the rest period or any portion thereof during an emergency. Any rest period so suspended or not taken at the time permitted shall not be accumulated or carried over from one day to any subsequent day or compensated for in any form.

ARTICLE 9 EMPLOYMENT OPPORTUNITIES

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

ARTICLE 10 WORK ACCESS

Union Staff Representatives, Local Union Officers, Executive Board Members and Local Union Grievance Representatives who are members of this Unit 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 adjusting of grievances when Union assistance is requested by the grievant(s), or investigating matters arising out of the application of the provisions of this MOU. Said representatives shall request authorization for such visit by contacting the designated Management representative of the head of the office, department or bureau. In the event immediate access cannot be authorized, the designated Management representative shall inform the staff representative as to the earliest time when access can be granted.

Union shall give to all heads of departments, offices or bureaus represented herein and the City Administrative Officer a written list of its Union Staff Representatives, Local Union

Officers, Executive Board Members and Local Union Grievance Representatives which list shall be kept current by Union.

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

ARTICLE 11 USE OF CITY FACILITIES

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

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

ARTICLE 12 SAFETY AND ERGONOMICS

Section I

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

Section II

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

- A. Correct or eliminate the hazardous condition if correction or elimination thereof is within the authority and capability of the supervisor; or
- B. Safeguard a hazardous condition in such a manner as to preclude injury to personnel and/or property damage, and promptly report the nature and location of the hazardous condition to the next level of supervision designated by departmental management for said purpose, if elimination of the hazardous condition is not within the immediate supervisor's capability.

If elimination of the hazardous condition is not within the capability of the second level of supervision to correct, he/she shall promptly report the problem to the next designated level of supervision or inform the Departmental Safety Coordinator about the problem.

Section III

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

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

Section IV

Any pregnant employee whose job duties require frequent and extended operation of a video display terminal (VDT) may request a temporary reassignment of duties, if the employee's treating physician certifies in writing that discontinuance or reduction of the employee's operation of such VDT's is medically indicated. In such event, Management will make a reasonable effort to realign the duties of the employee to perform other available and necessary duties, within the specifications of the employee's class in the department in order to avoid such operation of VDT's to the extent recommended by the treating physician.

Section V

Any employee in this Unit who is a frequent operator of VDT equipment may request Management to provide applicable accessories for the workstation (i.e., copy holder, separate lamp, non-reflective glare filter and/or a hood to be attached to the display unit screen). Management will evaluate the request and will provide the necessary items(s) for the workstation, subject to the availability from City Stores and budgeted funds for this purpose. The Union shall expend up to \$10,000 from the VDT Trust Fund (Article 42) to provide ergonomic equipment for Unit members if a department does not have funding available for such equipment.

Section VI

Management and the Union agree to form a Joint Labor Management Committee on Health and Safety to review ergonomics, safety, and employee welfare issues pertaining to members of this Unit. The Committee will include four (4) members of the Unit, a representative of the Personnel Department, and representatives of operating departments as needed. The Committee shall determine the meeting schedule and the topics for review, discussion, and recommendation.

Section VII

The City agrees to allocate \$10,000 to the Personnel Department's contractual services account within 30 days of the date of Council approval of this MOU for ergonomics training and assessment for Unit members.

ARTICLE 13 PERSONNEL FOLDERS

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

No disciplinary document shall be placed in an employee's official departmental personnel folder without providing said employee with a copy thereof.

An employee may submit a written rebuttal to any disciplinary or adverse document placed in his/her departmental personnel folder. Such rebuttal shall identify the disciplinary or adverse document and shall be filed in the employee's departmental personnel folder for as long as the disciplinary or adverse document remains. This provision shall not apply to documents placed in said folder prior to the effective date of this MOU. (It is mutually understood that in the Police Department, a "Notice to Correct Deficiencies" is not considered a form of discipline and a copy is not placed in the departmental personnel folder.)

Upon request of the employee, adverse documents in the employee's departmental personnel folder shall be sealed after three (3) years, provided that there have been no other adverse documents placed in the folder since that time and upon recommendation of the General Manager. Employee evaluations are not considered adverse documents for the purposes of this paragraph.

If sealing is not recommended, the reasons for denial of the request shall be discussed with the employee. The reasons for the denial of the request shall not be grievable.

ARTICLE 14 JURY SERVICE

Any full-time or half-time employee, as defined by Section 4.110(a) of the LAAC, who is duly summoned to attend any court for the purpose of performing jury service or has been nominated and selected to serve on a Grand Jury shall, for those days during which jury service is actually performed and those days necessary to qualify for jury service, receive his/her regular salary; provided, however, that any jury attendance fees received by any employee who receives regular salary pursuant to this provision, except those fees received for jury service performed on a regular day off or a holiday, shall be paid to the City and deposited in the General Fund. A prorated portion of jury service fees received by a half-time employee shall be paid to the City when those fees are received for jury service performed on days for which the employee is scheduled to work a portion of a day. The absence of any employee for the purpose of performing jury service shall be deemed to be an authorized absence with pay within the meaning of Section 4.75 of the Los Angeles Administrative Code (LAAC). The absence of an intermittent employee as defined by Section 4.110(b) of the LAAC for the purpose of performing jury service shall be deemed to be an authorized absence without pay.

Employees summoned for jury service are not authorized to waive jury attendance fees and will be expected to remit the appropriate fees to the City upon completion of service pursuant to Section 4.111 of the LAAC.

ARTICLE 15 CIVIC DUTY

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

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

ARTICLE 16 GRIEVANCE PROCEDURE

- A. This procedure will be operative for grievances filed from July 1, 2007 through December 31, 2007. For grievances filed on or after January 1, 2008 see procedure B. below.

Section I - Definitions

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

Section II - Responsibilities and Rights

1. Nothing in this grievance procedure shall be construed to apply to matters for which an administrative remedy is provided by the City Charter. Where a matter within the scope of this grievance procedure is alleged to be both a grievance and an unfair labor practice under the jurisdiction of the Employee Relations Board, the employee may elect to pursue the matter under either the grievance procedure herein provided, or by action before the Employee Relations Board. The employee's election of either procedure shall constitute a binding election of the remedy chosen and a waiver of the alternative remedy.

2. No grievant shall lose his/her right to process his/her grievance because of Management-imposed limitations in scheduling meetings.
3. The grievant has the responsibility to discuss his/her grievance informally with his/her immediate supervisor. The immediate supervisor will, upon request of a grievant, discuss the grievance with him/her at a mutually satisfactory time. The grievant may be represented by a representative of his/her choice in the informal discussion with his/her immediate supervisor, and in all formal review levels provided, however, that when more than one employee is aggrieved and the facts and issues of the alleged grievance are the same and if all affected employees agree to waive their right to discuss the grievance with their immediate supervisor, a single immediate supervisor will be designated to discuss the grievance at the informal level with one affected employee and the employee's representative. Such grievance will be processed as a single grievance through all formal levels of review. All affected employees involved in the action must waive their respective right to discuss the grievance at the informal level with their immediate supervisor on a form provided by Management prior to the discussion with the designated supervisor.
4. The time limits between steps of the grievance procedure provided herein may be extended by mutual agreement, or by mutual agreement, the grievant and Management may waive one level of review from this grievance procedure.
5. Management shall notify Union of any formal grievance filed that involves the interpretation and/or application of the provisions of this MOU , and a Union Staff Representative shall have the right to be present and participate in the discussion at any formal grievance meeting concerning such a grievance. If Union Staff Representative elects to attend said grievance meeting, he/she shall inform the head of the department, office or bureau of his/her intention. Union is to be notified of the resolution of all other formal grievances.

Section III - Procedure

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

Step 1 - Informal Discussion

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

The immediate supervisor shall respond within five (5) calendar days following his/her meeting with the grievant. Failure of the immediate supervisor to respond

within such time limit shall entitle the grievant to process his/her grievance at the next step.

Step 2 - First Level of Review

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

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

Step 3 - Second Level of Review

This step need only be used by those departments which require a second level of review prior to proceeding to mediation and/or arbitration. This consists of the Departments of Police, Fire and Public Works.

If the grievance is not settled at Step 2, the grievant may serve written notice of the grievance on said form upon the department's board of commissioners or their designee within seven (7) calendar days following receipt of the grievance response at Step 2. Failure of the grievant to serve such written notice shall constitute a waiver of the grievance.

If such written notice is served, the grievance shall be heard by the Commission or their designee. The 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 to the grievant and his/her representative, if any, a written decision within thirty (30) calendar days from the date said arguments were submitted.

Step 4 - Mediation

If the written decision at Step 2 or 3 does not settle the grievance, within ten (10) calendar days of receipt of such response, the grievant and Union jointly may request mediation by letter to the Employee Relations Officer. This step is optional. Either the grievant/Union or Management may waive mediation and proceed directly to arbitration. Within ten (10) calendar days of receipt of a request for mediation, the Employee Relations Officer shall either return the request without action or request that the Employee Relations Board appoint a mediator. The Employee Relations Board shall attempt to obtain the services of a mediator from the State Mediation and Conciliation Service. If a State mediator is unavailable, Union and Management

may jointly agree to a mediator selected by the Executive Director of the Employee Relations Board. The fees of such mediator shall be shared equally by Union and Management.

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

If settlement is not possible, the mediator may be requested to provide the parties with an immediate oral opinion as to how the grievance would be decided if it went to arbitration. Such opinion shall be advisory only. Upon mutual agreement of the parties, the mediator may be requested to furnish such opinion in writing, along with a brief statement of the reasons for the opinion. Such opinion as well as anything said by the parties during mediation shall not be used during any subsequent arbitration. Notwithstanding the above, and Section 4.865 of the Employee Relations Ordinance, the parties may, upon mutual agreement, agree to accept the opinion of the mediator as binding, in lieu of arbitration.

Step 5 - Arbitration

If the written decision at Step 2 or 3 or mediation does not settle the grievance, the grievant and Union jointly may serve upon the head of the department, office or bureau a written notice that a written request for arbitration has been filed with the Employee Relations Board. The request for arbitration must be filed with the Employee Relations Board within fifteen (15) calendar days following the date of service of the written decision of the General Manager/Commission or their designee. Failure of the grievant and Union jointly 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 meet for the purpose of selecting an arbitrator from a list of seven arbitrators furnished by the Employee Relations Board, within seven (7) calendar days following receipt of said list.

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

2. The decision of an arbitrator resulting from any arbitration of a grievance hereunder shall be binding upon the parties concerned, except for grievances involving the Harbor Department, and Department of Pensions, which shall be advisory only.
 3. The decision of an arbitrator resulting from any arbitration of grievances hereunder shall not add to, subtract from, or otherwise modify the terms and conditions of this MOU.
- 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 is not a grievance.
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 28 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.

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

PROCEDURE FOR GRIEVANCES AFFECTING A GROUP OF EMPLOYEES

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

PROCEDURE:

STEP 1

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

The General Manager, or designee, shall provide written notification to the Employee Relations Division of the City Administrative Officer of the receipt of the grievance. The General Manager, or designee, shall meet with the Union within twenty (20) business days of receipt of the grievance to review the facts, solicit

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

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 17 UNION STEWARDS

- A. The Union may designate a reasonable number of union stewards who must be members of the Unit. The Union shall provide all departments, offices or bureaus with a written list of employees who have been so designated. Management will quarterly accept changes to the list presented by the Union. A steward may represent a grievant in the presenting of grievances at all levels of the grievance procedure or in pre-disciplinary meetings (Skelly), or pre-disciplinary interviews where there is a reasonable expectation that disciplinary action will follow.

An employee and his/her steward may have a reasonable amount of paid time off for presentation of grievances or participation in pre-disciplinary meetings or interviews. However, a steward will receive paid time off only if he/she is the representative of record, a member of the Union and the same Unit as the employee; and, is employed within a reasonable distance from the work location of the employee. The exceptions to this will be in the Police Department and the Department of Public Works, where the steward must be employed in the same department as the employee.

If a steward must leave his/her work location to represent an employee, he/she shall first obtain permission from his/her supervisor. Permission to leave will be granted

unless such absence would cause an undue interruption of work. If such permission cannot be granted promptly, the steward will be informed when time can be made available. Such time will not be more than forty-eight (48) hours, excluding scheduled days off and/or legal holidays, after the time of the steward's request unless otherwise mutually agreed to. Denial of permission to leave at the time requested for representation of a grievance will automatically constitute an extension of time limits provided in the grievance procedure herein, equal to the amount of the delay. No time limit extensions will be provided for presentation of Skelly packages when a delay would affect the department's ability to preserve a statute of limitations. Before leaving his/her work location, the steward shall call the employee's supervisor to determine when the employee can be made available. Upon arrival, the steward will report to the employee's supervisor, who will make arrangements for the meeting requested.

Time spent on grievances or Skelly meetings outside of regular working hours of the employee and/or his/her steward shall not be counted as work time for any purpose. Whenever these activities occur during the working hours of the grievant and/or his/her steward, only that amount of time necessary to bring about a prompt disposition of the issue will be allowed. City time as herein provided is limited to the actual representation of employees and does not include time for investigation, preparation or any other preliminary activity.

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

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

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

Effective March 1, 2008, certified stewards shall be authorized to spend up to one (1) hour of City time working to investigate each dispute raised under Article 16, Grievance Procedure.

ARTICLE 18 EMPLOYEE RELATIONS

Meetings at reasonable intervals will be scheduled at the request of designated paid Union Staff Representatives, Local Union Officers, or the Management Representative of a department, office, or bureau, for the purpose of informally discussing employer-employee relations problems.

The Union shall give to all heads of departments, offices or bureaus represented herein and the City Administrative Officer a written list of its paid Union Staff Representatives and Local Union Officers, which shall be kept current by the Union.

ARTICLE 19 ACTIONS BY EMPLOYEE RELATIONS BOARD

If any action by the Employee Relations Board prior to the expiration of this MOU results in any significant changes to the composition of this representational Unit, the parties to this MOU will meet as soon as possible thereafter to consider any revisions or amendments thereto that may be required.

ARTICLE 20 CALENDAR FOR SUCCESSOR MEMORANDUM OF UNDERSTANDING

In the event Union or Management desires a successor MOU, said party shall serve upon the other during the period from February 15, 2012, through March 15, 2012, its written proposals for such successor MOU with the exception of Union's salary proposals, which shall be presented to Management no later than April 1, 2012. Meet and confer sessions shall begin no later than thirty (30) calendar days following the receipt of Union's request for such meetings.

ARTICLE 21 TIME OFF FOR ORAL AND WRITTEN PROMOTIONAL EXAMINATIONS

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

ARTICLE 22 SHIFT DIFFERENTIAL

Notwithstanding the provisions of Note N of Schedule A of Section 4.61 of the LAAC, any employee who is assigned a work schedule that ends at 9:00 p.m. or later shall receive for each such day worked salary at the second premium level rate above the appropriate step rate of his/her salary range. The procedure for the payment of adjusted compensation for work performed under the provisions of this Article shall be in accordance with Sections 4.72, 4.74 and 4.75 of the LAAC.

ARTICLE 23 VACATIONS

Management's present practices with regard to vacations will be continued during the term of this MOU. Such practices shall be in accordance with Sections 4.244-4.256 of the LAAC. Each employee in this Unit who has completed his/her qualifying year shall be entitled to the following number of vacation days with full pay, based on the number of years of City service completed, accrued and credited at the rates indicated:

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

At the completion of the fifth year of City service, employees receive forty-eight (48) additional hours of vacation as a lump sum. At the completion of each year from the thirteenth (13) through nineteenth (19) year, and at the completion of the twenty-fifth (25) year of City service, employees receive eight (8) additional hours of vacation as a lump sum.

Employees called into active military service 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 vacation hours accrued as of the date of the commencement of their military leave. Such request may be for all accrued time or a portion of the accrued time. The request shall be made prior to the employee's first day of their leave of absence and shall be accompanied by orders or other evidence of entry into the armed forces of the United States. If an employee desires to cash out vacation during the period of the military leave, a signed authorization must be provided by the employee to his/her Department Personnel Section prior to the start of the leave allowing the Department to cash out specified amounts of vacation.

ARTICLE 24 VACATION SCHEDULES

Vacations will be scheduled in accordance with Section 4.250 of the LAAC and as far in advance as possible. Consideration shall be given to the efficient operation of the department, office or bureau, the desires of the employees, and seniority in grade of the employees represented herein.

ARTICLE 25 BILINGUAL DIFFERENTIAL

Management's present practices with regard to premium pay for employees required to use a language other than English will be continued during the term of this MOU. Such

practices of additional compensation for employees required to use a language other than English shall be in accordance with Section 4.84 of the LAAC.

Such compensation shall be retroactive to the employee's first day in a bilingual position. However, such compensation shall not be paid unless the employee has been properly certified in accordance with the provisions of Section 4.84 of the LAAC.

ARTICLE 26 SIGN LANGUAGE PREMIUM

Any qualified employee who is covered by the provisions of this MOU and is requested by the Communications Assistance Center to utilize sign language shall receive compensation equal to the first premium level rate above the appropriate step rate of the salary range prescribed for his/her class for each business day the skill is used. Such practices of additional compensation shall be in accordance with Section 4.84.1 of the LAAC.

ARTICLE 27 CIVILIAN MODIFIED FLEXIBLE BENEFITS PROGRAM

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.

Section I - Health Plans

The health plans offered and benefits provided by those plans shall be those approved by the City's Joint Labor-Management Benefits Committee and administered by the Personnel Department, in accordance with LAAC Section 4.303.

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

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.

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

Half-Time Employees

Effective January 1, 2007, Management agrees to contribute for each half-time employee, as defined by Section 4.110 of the LAAC, who became a member of LACERS following

February 1, 1990 and for each employee who transfers from full-time to half-time status following February 1, 1990, a monthly subsidy not to exceed \$329.62. Effective January 1, 2008, this amount shall increase to \$364.76. Half-time employees who, prior to February 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 Permanente single party rate. Increases in this monthly subsidy shall be effective at the beginning of the pay period in which the Kaiser Permanente yearly premium rate change is implemented.

Any employee who was receiving a full health subsidy as of February 1, 1990, in accordance with this Article, who transfers to half-time status following that date shall continue to be eligible for the full subsidy and shall be subject to any adjustments applied to that subsidy as provided in this Article. This provision shall apply providing that such employee does not have a break in service subsequent to February 1, 1990. Any half-time employee with a break in service after February 1, 1990, shall be subject to the partial subsidy provisions in this Article.

Employees, who transfer from full-time to half-time under the provisions of Article 44 Family and Medical Leave, shall continue to receive the same subsidy as full-time employees and will be subject to any adjustments applied to that subsidy as provided in this Article.

Further, any half-time employee receiving either a full or partial subsidy in accordance with this Article who, subsequent to July 30, 1991, becomes an intermittent employee shall not be eligible for such subsidy, notwithstanding his/her status as a member of LACERS.

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

Section II - Dental Plans

The dental plans offered and benefits provided by those plans shall be those approved by the City's Joint Labor-Management Benefits Committee and administered by the Personnel Department in accordance with LAAC Section 4.303.

Management will expend for full-time employees in the classifications listed in this Unit, who are members of LACERS, the monthly sum necessary to cover the cost of the employee-only coverage under the City-sponsored Dental Plan Program. Coverage for dependents of eligible employees may be obtained 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 February 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 February 1, 1990, were receiving the full employee-only subsidy shall continue to receive the full employee-only subsidy.

Any employee who was receiving a full employee-only dental subsidy as of February 1, 1990, in accordance with this Article, who transfers to half-time status following that date shall continue to be eligible for the full subsidy. This provision shall apply providing that such employee does not have a break in service subsequent to February 1, 1990. Any half-time employee with a break in service after February 1, 1990, shall be subject to the partial subsidy provisions in this Article.

Further, any half-time employee receiving either a full or partial subsidy in accordance with this Article who, subsequent to July 30, 1991, becomes an intermittent employee shall not be eligible for such subsidy, notwithstanding his/her status as a member of LACERS.

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

Section III - Definition of Dependent

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

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

Section IV - General Provisions

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

Section V - Subsidy During Family and Medical Leave

For employees who are on family or medical leave, under the provisions of Article 44 of this MOU, Management shall continue the City's medical and dental plan subsidies for

employees who are enrolled in a City health and/or dental plan prior to the beginning of said leave. Employees shall be eligible for such continued subsidies While on a Family or Medical Leave in accordance with Article 44 herein. However, for any unpaid portion of Family or Medical Leave, health and/or dental plan subsidies shall be continued for a maximum of nine (9) pay periods.

Section VI - Benefit Protection Plan

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

ARTICLE 28 HOLIDAY PAY

A. The following days shall be treated as holidays during the term of this MOU:

1. New Year's Day
2. Martin Luther King'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. Veteran's 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 and the concurrence of the City Council by resolution
14. One unspecified holiday (per calendar year)

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

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

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

- E. Whenever a holiday from 1 through 12 above occurs during an employee's regularly scheduled work week, eight (8) hours of paid leave shall be credited for the purpose of computing overtime pay for work performed after forty (40) hours.
- F. Whenever a holiday listed under 13 above occurs during an employee's regularly scheduled work week, the appropriate number of hours of paid leave shall be credited for the purpose of computing overtime pay for work performed after forty (40) hours.
- G. Whenever an employee's 9/80 or modified day off falls on a holiday, the employee shall take an alternate day off within the same workweek and calendar week as the holiday.
- H. Holiday Premium Pay - Any employee in this Unit who works on any holiday listed above will receive eight (8) hours (or portion thereof as specified in A.13 above) of holiday pay and one and one-half (1½) the hourly rate for all hours worked on the holiday; provided, however, that the employee has worked his/her assigned shift immediately before and his/her assigned shift immediately after the holiday or prior to such holiday Management has authorized the employee to take paid leave time off in lieu of the requirement to work said shifts. Any employee who fails to meet these requirements will be paid at the rate of one hour for each hour worked. Employees shall not receive both overtime and holiday premium pay for the same hours.
- I. An employee who works in excess of eight (8) hours on any holiday listed from 1 through 12 above, or hours worked in excess of any day or portion thereof declared to be a holiday by proclamation of the Mayor shall be paid at the appropriate holiday premium pay rate for his/her class. Employees shall not receive both overtime and holiday premium pay for the same hours.
- J. For each holiday listed above which results in time off with pay for employees working a Monday through Friday work week, employees who are scheduled to work other than the Monday through Friday work week shall be entitled to such day off with pay or shall be compensated in accordance with all pertinent provisions (B through I above). If such holiday falls on the employee's scheduled day off, an alternative day off in-lieu shall be scheduled within the same calendar week as the holiday.
- K. The additional compensation for work performed on a holiday as provided herein shall not apply to employees whose regular rate of pay is bonused to include pay for holidays worked.
- L. Management shall have the sole authority and responsibility to determine whether the compensation for any holidays worked shall be in cash or paid leave time off.

M. The unspecified holiday shall be taken in accordance with the following requirements:

1. The holiday must be taken in one full normal working day increment of eight (8) hours during the calendar year in which it is credited or it will be forfeited. The request for such time off, if timely submitted by the employee, will be promptly approved by Management subject to the operating needs of the 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) 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 (6) months of satisfactory service and has completed 500 hours of compensated time.
5. No employee shall receive more than one unspecified holiday each calendar year. Thus, (a) an employee transferring from the Department of Water and Power (DWP) to 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.

N. Intermittent employees, as defined by Section 4.110(b) of the LAAC, shall not be entitled to holiday benefits. An intermittent employee who becomes full-time or half-time and who has not previously qualified for the unspecified holiday benefit as a full or half-time employee shall be required to qualify by completing six (6) consecutive months of service in the full-time or half-time status and to have been compensated for at least 500 hours. Upon completion of said qualifying period, a half-time employee will be allowed prorated benefits as described herein.

ARTICLE 29 OVERTIME

A. Assignment of Overtime

Management will attempt to assign overtime work as equitably as possible among all qualified employees in the same classification in the same organizational unit and work location. In the assignment of overtime under this provision, however, Management may consider special skills required to perform particular work. The parties understand that no employee shall work overtime without prior approval from his or her supervisor and that unofficial overtime "white time" is absolutely

prohibited; all hours worked by employees in this Unit shall be recorded on their time sheet. Employees in this Unit may not work outside of scheduled working hours, or during unpaid meal periods, without the prior approval of a supervisor consistent with department policy. Failure to secure prior approval may result in discipline.

B. Non-emergency Overtime

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

C. Rate and Method of Overtime Compensation

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

D. Compensated Time Off

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

In accordance with FLSA, no employee shall lose CTO. An employee who has requested the use of CTO must be permitted by Management to use such time within a reasonable time period after making the request unless the use of the CTO within a reasonable period unduly disrupts the operations of the City Department. This standard does not apply to non-FLSA overtime (i.e., overtime earned pursuant to this agreement that does not meet the FLSA definition of overtime).

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

E. 1040/2080 Plan

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

Implementation of this work schedule is subject to agreement by the parties and certification of the Union as bona fide by the National Labor Relations Board (NLRB).

ARTICLE 30 TRAVEL ALLOWANCE

Management's present practice with respect to travel allowances will be continued during the term of the MOU. Such practice shall be in accordance with Sections 4.220 - 4.226 of the LAAC.

ARTICLE 31 SICK LEAVE BENEFITS

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

A. Preventive Medical Treatment

Twenty-four (24) hours of one hundred percent (100%) sick leave may be used to secure preventive medical treatment for the employee and for the members of the employee's immediate family.

B. Sick Leave Benefits - Part-Time Employees

Notwithstanding Sections 4.126 and 4.126.1 of the LAAC, half-time employees as defined by LAAC Section 4.110 must complete a period of six (6) consecutive months of service, and have been compensated for at least 500 hours before qualifying for sick leave. Upon completion of said qualifying period, a half-time employee will be allowed sick leave prorated on the basis of total number of hours scheduled in relationship to the total number of hours required for full-time employment.

Intermittent employees as defined by LAAC Section 4.110(b) shall not be entitled to accrue or use sick leave benefits.

When a full-time or half-time employee becomes an intermittent employee, all accrued and accumulated sick leave for which he/she has been credited shall remain credited to the employee but frozen in the amounts so accrued and accumulated without increase or decrease because of the change in work schedule. Such benefits may only be used if the employee becomes a half-time or full-time employee.

An intermittent employee who becomes a full-time or half-time employee, who has not previously qualified for sick leave benefits as a full or half-time employee, shall be required to complete the six months qualifying period and to have been compensated for at least 500 hours in accordance with this Article.

C. Benefits for Sick Leave for Pregnancy

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

D. Discontinuance of 50% Sick Leave

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

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

ARTICLE 32 FAMILY ILLNESS

Management's present practices of allowances for leave for illness in family will be continued during the term of this MOU. The aggregate number of working days allowed in any one calendar year with full pay shall not exceed twelve (12) days. Such practice of allowance for leave for illness in family shall be in accordance with Section 4.127 of the LAAC. Upon the adoption of a child, an employee will be permitted to use twelve (12) days of family illness sick leave.

The definition of "immediate family" shall include: the father, father-in-law, mother, mother-in-law, brother, sister, spouse, child, foster child, grandparents, grandchildren, step-parents, step-children of any employee of the City, the domestic partner of the employee, a household member (any person residing in the immediate household of the employee at the time of the illness or injury) and the following relatives of an employee's domestic partner: child, grandchild, mother, father.

Any employee claiming a domestic partner for purposes of this Article shall complete a confidential affidavit to be filed in the Employee Benefits Office, Personnel Department, which shall be signed by the City employee and the domestic partner, declaring the existence of a domestic partnership with a named domestic partner. No affidavit is required to secure family illness benefits arising from the illness or injury of a household member (any person residing in the immediate household of the employee at the time of the illness or injury). By extending to an employee the specific benefits defined by this Article, the City does not intend to confer or to imply any other unspecified benefits to such employee, or to

the employee's domestic partner, or to the employee's household members, or to any other person.

ARTICLE 33 BEREAVEMENT LEAVE

Management's present practices with regard to allowances for leave because of family deaths will be continued during the term of this MOU. Such practices of allowances for leave because of family deaths shall be in accordance with Section 4.127.1a-d of the LAAC.

For the purposes of this Article, the definition of an immediate family member, as defined in Section 4.127.1 of the LAAC, shall include the father, father-in-law, mother, mother-in-law, brother, sister, spouse, child, grandparents, grandchildren, step-parents, step-children, great-grandparents, foster parents, foster children, a domestic partner, any relative who resided in the employee's household, a household member (any person residing in the immediate household of the employee at the time of death), and the following relatives of an employee's domestic partner: child, grandchild, mother, father. For purposes of this Article, simultaneous, multiple family deaths will be considered as one occurrence.

Intermittent employees as defined by Section 4.110(b) of the LAAC shall not be entitled to compensated leave because of family deaths.

Any employee claiming a domestic partner for purposes of this Article shall complete a confidential affidavit to be filed in the Employee Benefits Office, Personnel Department, which shall be signed by the City employee and domestic partner, declaring the existence of a domestic partnership with a named domestic partner. No affidavit is required to secure bereavement leave benefits arising from the death of a household member (any person residing in the immediate household of the employee at the time of death). By extending to an employee the specific benefits defined by this Article, the City does not intend to confer or to imply any other unspecified benefits to such employee, or to the employee's domestic partner, or to the employee's household members, or to any other person.

In addition to the bereavement leave granted under this Article, upon the approval of the appointing authority, any employee who has 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 1,500 miles one way, as calculated by the Automobile Association of America (AAA). Employees requesting the use of sick leave under this provision shall furnish satisfactory proof to the appointing authority of the distance traveled. Use of sick leave hours for bereavement leave shall not be counted as sick leave in any department Sick Leave Use Monitoring Program.

ARTICLE 34 MILITARY LEAVE

Management's present practices with regard to military leave with pay will be continued during the term of this MOU. Such practices shall be in accordance with Section 4.123 of the LAAC.

ARTICLE 35 RETIREMENT BENEFITS

A. Benefits

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

B. Procedure for Benefits Modifications

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

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 the 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 36 MILEAGE

Each employee who 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 transportation expenses for all miles traveled in any biweekly period, in addition to any and all salaries and other compensation otherwise provided for by law.

During the term of this MOU, the cents per mile reimbursement rate shall be in accordance to an amount equal to the annual standard car mileage allowance as determined by the Internal Revenue Service. The City Administrative Officer shall certify to the Controller appropriate changes, if required, to become effective the beginning of the pay period in which the change to the IRS rate occurs.

ARTICLE 37 OBLIGATION TO SUPPORT

The parties agree that prior to the implementation of this MOU and during the period of time it is being considered by the Mayor, City Council, Council Committees and the heads of those departments represented herein for action, neither Union nor Management, nor their authorized representatives, will appear before the Mayor, City Council, Council Committees or said department heads, nor meet with the Mayor, members of the City Council or said department heads individually to advocate any addition or deletion to the terms and conditions of this MOU. However, this Article shall not preclude the parties from appearing before the Mayor, City Council, Council Committees or said department heads, nor meeting with individual members of the City Council or department heads to advocate or urge the adoption and approval of this MOU.

ARTICLE 38 PROVISIONS OF LAW AND SEPARABILITY

It is understood and agreed that this MOU is subject to all applicable Federal and State laws, City ordinances and regulations, the Charter of the City of Los Angeles, and any lawful rules and regulations enacted by the City's Civil Service Commission, Employee Relations Board, or the Library Commission. If any 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 court of competent jurisdiction, such part or provisions shall be suspended and superseded by such applicable law or regulations and the remainder of this MOU shall not be affected thereby; the parties agree to negotiate promptly a replacement for such part or provision.

The parties understand that many of the employees covered by this MOU may also be covered by the Fair Labor Standards Act of 1938, as amended, 29 U.S.C. Section 201 et seq. (FLSA). To the extent that any provision herein conflicts with the FLSA, employees covered by the FLSA shall receive benefits required thereunder and any additional benefits set forth herein if compatible with the FLSA.

ARTICLE 39 TERM

The term of this MOU shall commence on the date when the terms and conditions for its effectiveness, as set forth in Article 2, Implementation of MOU, are fully met, but in no event shall said MOU become effective prior to 12:00 a.m. on July 1, 2007. This MOU shall expire and otherwise be fully terminated at 11:59 p.m. on June 30, 2012.

Notwithstanding the above, the provisions of this MOU shall remain in effect until a successor MOU is implemented or impasse proceedings are completed as long as the parties have met their obligations under the provisions of Article 20, Calendar for Successor Memorandum of Understanding, to their mutual satisfaction and are continuing to meet and confer in good faith.

ARTICLE 40 UNION-SPONSORED OPTICAL PROGRAM

It is mutually understood that each employee whose class is listed in the Appendices, and who is a member of LACERS will be enrolled in the Union's optical program.

The City will forward four dollars (\$4.00) biweekly for each such employee on City paid status to the Union to finance this program.

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

ARTICLE 41 FEDERAL POLITICAL ACTION CHECK-OFF

During the term of this MOU, a payroll deduction will be continued by the Union for the purpose of allowing employees in this Unit to contribute towards the Union's federal election activities.

Said contributions shall be deducted by the Controller from twenty-four (24) biweekly payroll checks of each employee in this Unit who voluntarily consents to said contribution by submitting a payroll deduction card signed by the individual employee. Remittance of the amount of said deductions shall be sent to the Union by the Controller within thirty (30) working days after the conclusion of the month in which said deductions were deducted.

Contributions shall be made payable as directed by the Union to the Political Action Committee, P.E.O.P.L.E., of the Union.

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

It is 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.

ARTICLE 42 VDT OPTICAL PLAN

The City of Los Angeles and the American Federation of State, County and Municipal Employees (AFSCME), AFL-CIO recognizes that employees of this Unit who operate Video Display Terminal (VDT) equipment should have a complete eye exam by an optometrist trained in the VDT field. The Union shall contract with a VDT Optical Plan provider. The service provider shall employ qualified professional staff to provide an optometric exam containing these elements:

1. Unaided Visual Acuity (letter chart test)
2. Refractive Findings (are glasses required?)
3. Corrected Visual Acuity (using glasses if required)
4. Amplitude Accommodation (fine focus)
5. Suppression (squint or "lazy eye")
6. Distance Muscle Balance (Maddox Rod)
7. One Metre Muscle Balance (Maddox Rod)
8. Near Muscle Balance (Maddox Wing)
9. Slit Lamp Biomicroscopy - for lens and lens capsule changes (cataracts, opacities, roughening, thickening)

The service provider shall also provide to each employee special glasses for VDT work, when necessary.

The Union shall have the responsibility to ensure that only the employees of this Unit who operate City VDT equipment shall be eligible for this optometric exam and the special glasses. Each eligible employee may be examined by the service provider only once every two years. The Union shall also have the responsibility to notify the employees of this Unit as to the availability of the VDT Optical Plan.

The Union may expend a portion of the funds which are in the VDT Trust Fund to contract for VDT ergonomics training for employees of this Unit. Any training to be provided must be approved by the CAO. An employee may attend the training course on City time, subject to approval of the supervisor.

The parties agree to reopen this article during the term of this MOU, if necessary, to discuss additional funding for the plan.

The VDT Optical Plan shall perform an annual audit of its expenditures, to be conducted by an independent qualified CPA firm. The VDT Optical Plan shall provide copies of said audit report to the City Administrative Officer.

The VDT Optical Plan shall also provide an annual report listing the following information:

1. Names of City employees that were examined.
2. Social Security number of the employee.
3. Date of examination.

The Union agrees to indemnify, defend and hold harmless the City against all claims, demands, suits, including costs of suits and reasonable attorney fees, and/or other forms of liability arising from the implementation of these provisions and the operation of the VDT Optical Plan.

If, in the City's opinion, the Union and/or the VDT Optical Plan commits a major breach of the provisions of this agreement, the City may, at its discretion, discontinue further payments in support of the VDT Optical Plan. Reasons for discontinuing payments include,

but are not limited to: (1) failure of the Union and/or the VDT Optical Plan to cooperate with the reasonable requests of City representatives regarding annual audit information; (2) failure of the Union to indemnify the City of any and all liability arising from the implementation of these provisions and from the operation of the VDT Optical Plan; or (3) failure of the Union and/or the VDT Optical Plan to comply with the restrictions placed on its operations by this agreement.

Any disputes between the parties concerning compliance with the provisions of this agreement, or the reasonableness of requests by City representatives, may be appealed to binding arbitration unless some other forum for resolution is agreed upon. The costs of any such appeal shall be shared equally by the Union and the City.

ARTICLE 43 SCHEDULE CHANGES FOR PERSONAL BUSINESS

Management may allow an employee time off with pay, not to exceed eight (8) hours in any one payroll period for personal business (except for changes on the 9/80 day off or the split day) provided that such time off so allowed shall either be made up in full within the same workweek that time is taken or charged against the employee's accrued and unused vacation or overtime bank on an hourly basis.

ARTICLE 44 FAMILY AND MEDICAL LEAVE

I. Authorization for Leave

Up to four (4) months (nine [9] pay periods) of family or medical leave shall be provided for the purpose of childbirth, adoption, foster care of a child, or serious health condition of an immediate family member (as defined in Article 32), upon the request of the employee, or the designation of Management in accordance with applicable Federal or State law, notwithstanding any other provisions of this MOU or the LAAC to the contrary.

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

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

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

II. Definitions

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

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

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 for at least 1,040 hours (half-time employees may include all compensated time off except IOD) during the 12 months immediately preceding the beginning of the leave.

Exception: In accordance with Pregnancy Disability Leave under the California Fair Employment and Housing Act (FEHA), on the first day of employment with the City, pregnant employees are eligible for up to four (4) months (nine [9] pay periods) of leave if disabled due to pregnancy,

- B. Parents (including those who are domestic partners) who both work for the City may take leave under the provisions of this Article at the same time to care for a new child by birth, 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 other City employee who is requesting leave for the same incident. Such notification must include the starting and ending dates of the time period for which each employee is requesting leave.

The time limitation for spouses or domestic partners does not apply to leave taken by one employee to care for the other who is seriously ill, or to care for a child with a serious health condition.

IV. Conditions

- A. **Pregnancy** - The start of leave for a pregnant employee shall be at the beginning of the employee's pregnancy-related disability that a health care provider certifies as necessary. Leave for the non-disability portion of childbirth may be taken before or after delivery.

In accordance with Pregnancy Disability Leave (PDL) under the California FEHA, pregnant employees who are disabled due to pregnancy, childbirth, or related medical conditions are eligible for up to four (4) months (nine [9] payperiods) of leave with medical certification certifying the employee as unable to work due to a pregnancy-related condition. PDL under the FEHA may be taken before or after the birth of the child, and shall run concurrently with pregnancy leave under the federal Family and Medical Leave Act of 1993, which must be concluded within one year of the child's birth.

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

- B. **Adoption** - The start of a family leave for adoption or foster care of a child shall begin on a date reasonably close to the date the child is placed in the custody of the employee. Leave may be granted prior to placement if an absence from work is required.
- C. **Family Illness** - The start of a family leave for a serious health condition of a family member shall begin on the date requested by the employee or designated by Management.
- D. **Employee's Own Illness** - The start of a leave for the employee's own serious health condition shall begin on the date requested by the employee.

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

F. **Continuous, Intermittent and Reduced Work Schedule Leave** - All leave granted under this Article shall normally be for a continuous period of time for each incident. An employee shall be permitted to take intermittent leave or work on a reduced schedule to take care of a family member with a serious health condition or for his/her own serious health condition when it is medically necessary. Management may require the employee to transfer temporarily to an available alternative position with equivalent compensation for which the employee is qualified that accommodates recurring periods of leave better than the employee's regular position. Employees who elect a part-time schedule shall receive prorated compensated time off benefits in accordance with Section 4.110 of the LAAC during the duration of their part-time schedule.

In accordance with the California Family Rights Act (CFRA), leave for the birth, adoption or foster care placement of a child of an employee ("bonding" leave) does not have to be taken in one continuous period of time. Under CFRA, the basic minimum duration of bonding leave is two weeks, and on any two occasions an employee is entitled to such bonding leave for a time period of no less than one day, but less than two weeks' duration. Any other form of intermittent leave, or work on a reduced schedule, for the purpose of bonding leave shall only be permitted at the discretion of Management. Bonding leave must be concluded within one year of the birth or placement of the child.

- G. If any employee requires another leave for a separate incident under the provisions of this Article during the same 12 month period, a new request must be submitted.
- H. A personal leave beyond the four (4) months (nine [9] pay periods) of leave provided in this Article may be requested, subject to the approval of the appointing authority and, if required, the Personnel Department, as provided under other City leave provisions.
- I. Management has the right to request and verify the certification of a serious health condition by a health care provider for a leave under the provisions of this Article. Management shall allow the employee at least 15 calendar days to obtain the medical certification.
- J. Upon return from family or medical leave, an employee shall be returned to his/her original job or to an equivalent job.

V. Notice Requirements

A. Employee

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

B. Management

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

VI. Applicable Time Off

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

A. Childbirth (Mother)

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

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

1. Annual family illness sick leave up to twelve (12) days may be used at the employee's discretion. Such leave may be taken before or after the vacation described in 2 below.
2. Accrued vacation available at the start of the leave shall be taken. Such time must be used prior to the use of time under 3, 4, 5 and 6 below.
3. Accrued 100% sick leave. The use of sick leave under this subsection is at the employee's discretion.
4. Accrued 75% sick leave, following use of all 100% sick leave. The use of sick leave under this subsection is at the employee's discretion.
5. Unpaid leave.

6. Accrued compensatory time off may be used at the employee's discretion, with Management approval, after exhaustion of 100% sick leave (No. 3 above). However, FLSA compensatory time off shall not be counted against the employee's four (4) month (nine [9] pay periods) family or medical leave entitlement. Therefore, any use of FLSA compensatory time off under this Section shall extend the employee's family or medical leave by the total amount of FLSA compensatory time off used.

C. Personal Medical Leave

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

(Note: An employee under A, B or C above may use compensated time off after depletion of accrued sick leave and vacation to continue paid leave during the four-month family and medical leave period.

VII. Sick Leave Rate of Pay

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

VIII. Monitoring

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

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

ARTICLE 45 SALARIES

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

Appendix A – July 1, 2007

Appendix D – July 1, 2009

Appendix B – January 1, 2008

Appendix E – July 1, 2010

Appendix C – July 1, 2008

Appendix F – July 1, 2011

ADDITIONAL SALARY ADJUSTMENTS

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

ARTICLE 46 ALTERNATIVE WORK SCHEDULES

Notwithstanding the provisions of the LAAC Section 4.108, Management may assign employees to work a four/ten, five/forty, nine/eighty, or other work schedule. The Union will be entitled to consult with Management on the matter prior to the proposed action. The Union will also be entitled, upon request, to consult with Management if Management intends to deny a change in schedule to an employee. No employee shall be required to work a four/ten schedule against his/her will.

It is further agreed that Management shall retain 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, providing that the exercise of such right is not arbitrary, capricious, or discriminatory. In the event Management's actions are shown to be arbitrary, capricious or discriminatory before an arbitrator, the award of the arbitrator shall be to reverse the action of Management. However, the decision of the arbitrator shall be binding or advisory in accordance with Article 16.

ARTICLE 47 DISABILITY INSURANCE PROGRAM

During the term of this MOU, Management agrees to maintain a Disability Insurance Plan for employees who are members of the Los Angeles City Employees' Retirement System (LACERS), provided that sufficient enrollment is maintained to continue to make the plan available. The City's Joint Labor-Management Benefits Committee shall determine the benefits and provider of the plan.

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

ARTICLE 48 DEPENDENT CARE REIMBURSEMENT ACCOUNT

During the term of this MOU, Management agrees to maintain a Dependent Care Reimbursement Account (DCRA), qualified under Section 129 of the Internal Revenue Code, for employees who are members of the Los Angeles City Employees' Retirement System (LACERS), provided that sufficient enrollment is maintained to continue to make the account available. Enrollment in the DCRA is at the discretion of each employee. All contributions into the DCRA and related administrative fees shall be paid by employees who are enrolled in the plan.

As a qualified Section 129 plan, the DCRA shall be administered according to the rules and regulations specified for such plans by the Internal Revenue Service.

ARTICLE 49 EMPLOYEE ASSISTANCE PROGRAM

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

ARTICLE 50 WORKERS' COMPENSATION

Management shall provide Workers' Compensation benefits in accordance with Section 4.104 of the LAAC, except that salary continuation payments during absences for temporary disability conditions shall be in an amount equal to the employee's regular

biweekly, take-home pay at the time of incurring the disability condition. For purposes of this Article, take-home pay shall be defined as an employee's biweekly gross salary rate less the mandatory deduction for Federal and State income tax withholding and employee retirement contributions. The employee will be able to make adjustments in his/her voluntary deductions while on temporary disability leave but will not be able to change the amount normally deducted for State and Federal income taxes, unless the employee has changed those deductions to those which he/she is legally entitled to take within ten (10) days of the commencement of any disability leave, or within ten (10) days of any change in dependents.

ARTICLE 51 AMENDMENT OF MOU TO INCLUDE NEW CLASSES

Upon written notification from the CAO to the Controller, this MOU shall be amended to incorporate the class and salary of any class accreted to this bargaining unit after the adoption of the MOU.

ARTICLE 52 WORK SCHEDULES

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

Management may assign employees to work a five/forty, four/ten, nine/eighty, or other work schedule. Employees may request modified work schedules, if such schedules are generally available in the employee's department/work group. Management may refuse such requests, or require employees to revert to a five/forty work schedule, provided the exercise of this right is not arbitrary, capricious, or discriminatory. In the event Management's actions are shown to be arbitrary, capricious, or discriminatory before an arbitrator, the award of the arbitrator shall be to reverse the action of Management. However, the decision of the arbitrator shall be binding or advisory, in accordance with Article 16 (Grievance Procedure).

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

ARTICLE 53 UNION RELEASE TIME

The appointing authority may grant to elected officers or appointed representatives of the Union time off for employee organization representation activities not to exceed 100 hours per year as provided below. No more than one employee in a Department or Bureau of the Department of Public Works unless approved by the CAO and affected departments, and no more than one employee for this MOU shall be allowed release time under this Article at the same time.

- A. The employee shall submit the request for release at least 21 calendar days prior to the effective release date, specifying the starting and ending dates of release.
- B. Release time shall be granted for a maximum of one year in any three-year period unless approved by the CAO and the affected departments.
- C. The employee shall be paid the employee's current salary by the City while the employee is performing these duties for the Union.
- D. Employees shall retain all of their existing benefits, including, but not limited to medical, dental, deferred compensation plan, retirement benefits and seniority accrual in their civil service class.
- E. The Union shall reimburse the City for all salary and benefits costs incurred as a result of release time, including but not limited to, vacation, sick leave, compensated time off, retirement, short-term disability, life insurance, medical, dental and workers' compensation. The benefits cost shall be based on the benefits rates established by the City Administrative Officer as contained in the City Budget in effect during the period of release time, and the cost of other benefits approved by the Joint Labor Management Benefits Committee that become effective during this period.
- F. Payment of any overtime worked while on release time shall be the responsibility of the Union.
- G. The Union shall make quarterly payments to the Controller of all reimbursable costs identified in Section E above or in a manner prescribed by the CAO.
- H. Employees on release time shall submit weekly timesheets signed by the employee and the Union (Executive Director or his/her designee) to their respective Personnel Director specifying the number of hours worked and use of any sick leave, vacation time or compensated time off.
- I. Should an employee incur a work-related injury while on release time, he/she shall remain on release time with the Union during the period of injury-on-duty (IOD), or until the release time has ended, and shall continue to be counted in determining the one employee maximum, as provided for above. The Union will reimburse the City for all IOD and Workers' Compensation related costs.
- J. When the employee returns from release time, he/she shall return to his/her civil service classification and pay grade at the time of release.
- K. The employee must have passed probation in his/her current class to be eligible for release time.
- L. The Union shall indemnify, defend and hold the City and its officers and employees harmless against any and all claims, suits, demands or other forms of liability that

might arise out of or result from any action taken by an employee in the service of the Union.

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

ARTICLE 54 FULL UNDERSTANDING

- A. This MOU sets forth the full and entire understanding of the parties regarding the matters set forth herein, and any other prior or existing understandings or agreements by the parties, whether formal or informal, regarding any such matters are hereby superseded or terminated in their entirety.
- B. Except as specifically provided for herein, the parties to this MOU, voluntarily and unqualifiedly waive their respective rights to meet and confer in good faith during the term of this MOU, with respect to any subject or matter covered herein, or with respect to any other matters within the scope of the meet and confer in good faith process. However, this Article shall not be deemed to preclude mutually agreed upon meet and confer in good faith sessions for the purpose of altering, waiving, modifying, or amending this MOU.

Notwithstanding the foregoing:

- C. No alteration, variation, waiver, modification or amendment of any of the Articles, terms or provisions requiring approval of the Council contained herein, shall in any manner be binding upon Union or Management unless and until jointly recommended in writing to the Council and approved and implemented in accordance with Article 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 all its Articles, terms and provisions.

ARTICLE 55 HIGHER LEVEL DUTIES PAY

- A. The following provisions shall be effective from July 1, 2007 through the end of the payperiod that contains the date the Council adopts this MOU. Effective the start of the payperiod following Council adoption of this MOU, the provisions under section B., below, shall apply.

- 1. Absence at Higher Level Position

Whenever Management assigns an employee to perform the full range of duties of a higher level position in the same class series 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 fifteen (15) consecutive working days in such assignment at his/her regular rate of

compensation. Management shall not divide or alternate the assignment of higher level duties during the qualifying period. Such additional compensation shall begin on the 16th consecutive working day in such assignment. For employees assigned to a modified work schedule, such as 9/80 or 4/10, compensation shall begin on the next day following the completion of 120 consecutive hours of assignment.

Approved leave time off taken during a qualifying period shall extend the 15-day (or 120 hour) qualifying period by the length of absence. All other absences shall constitute a disqualifying break in the qualifying period requirement, necessitating the initiation and completion of a new qualifying period.

Each subsequent acting assignment following the employee's return to his/her regular assignment, shall require completion of a new qualifying period, except when Management reassigns the same employee to the same acting assignment due to the absence of the regular incumbent within the same fiscal year. In such cases, the employee shall become eligible for such compensation on the first day of the reassignment.

2. Vacant Higher Level Position

Whenever Management assigns an employee on a temporary basis to perform the full range of duties of a vacant higher level position in the same class series, such employee shall become eligible for additional compensation on the first day of said assignment.

Upon determination that a higher level position is vacant, the department, office or bureau will immediately initiate an effort to fill the vacancy, contingent upon availability of funding, including, if needed, a request to "unfreeze" the position.

3. Compensation

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

B. The following provisions are operative on the first day of the payperiod following Council adoption of this MOU:

1. Absence at Higher Level Position

Whenever Management assigns an employee to perform the duties of a higher level position (in a class for which the duties and responsibilities of the current class would provide qualifying experience for the higher level class*)

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

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

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

2. 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.

3. Status Review

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

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

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

4. Compensation

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

ARTICLE 56 ADDITIONAL DUTIES PAY

When Management assigns an Executive Administrative Assistant to perform the duties of a Commission Executive Assistant for 50% or more in any one day the Executive Administrative Assistant shall be compensated at the second premium level rate above their appropriate step rate for the class for each day so assigned.

ARTICLE 57 TUITION REIMBURSEMENT/SPECIALIZED TRAINING FUNDS

Funding for tuition reimbursement for college level courses related to careers in Los Angeles City service and specialized training courses shall be provided to employees of this Unit. \$25,000 shall be allocated for this purpose from Union Trust Funds. An additional amount of \$25,000 will be allocated by the City of Los Angeles for this purpose no later than thirty days from the date of Council approval of this MOU. The City shall allocate \$25,000 on July 1, 2008, July 1, 2009, July 1, 2010 and July 1, 2011.

Unspent funds shall revert to the City's General Fund at the end of the 2007-08 and 2008-09 fiscal years. Funds allocated for the 2009-10, 2010-11, and 2011-12 fiscal years shall not revert to the General Fund at the end of those fiscal years and shall remain available for use the remainder of the term of the MOU. Management and the Union shall meet on or after July 1, 2010 to review the use of the training fund.

The Personnel Department will administer tuition reimbursement in accordance with the standards for the City-wide Tuition Reimbursement Program and will work with Local 3672 to develop training plans and goals for use of the specialized training funds.

ARTICLE 58 CONTINUATION OF MERIT PRINCIPLES

A. *Statement of Intent.* At the time of execution of this MOU, the Los Angeles County Local Agency Formation Commission ("LAFCO") has approved resolutions calling for the special reorganization of the Valley and Hollywood that will go before the voters on November 5, 2002, and that the Harbor proposal for special reorganization is still being studied by LAFCO. The completion of these proceedings could result in bargaining unit employees being transferred to another public entity during the term of this MOU (hereinafter referred to as "Transferred Employees"). Former California Government Code §56844.2 provides:

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

1. This section shall only apply to a special reorganization.
2. All public employees to which Chapter 10 (commencing with Section 3500) of Division 4 of Title 1 applies shall continue to be deemed public employees of the original local agency or of the newly incorporated local agency for all the purposes of that chapter, including, but not limited to, the continuation and application of any collective bargaining agreement that applies to these employees, and all representational and collective bargaining rights under that chapter.
3. Any existing collective bargaining agreement shall remain in effect and be fully binding on the original local agency or on the newly incorporated local agency, and on the employee organizations that are parties to the agreement for the balance of the term of the agreement, and until a subsequent agreement has been established.
4. Any existing retiree benefits, including, but not limited to, health, dental, and vision care benefits, shall not be diminished.
5. Notwithstanding any other provision of law, an employee organization that has been recognized as the exclusive representative of local agency public employees affected by a special reorganization shall retain exclusive representation of the unit employees of the original local agency, or of the newly incorporated local agency.

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

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

1. Examinations: All appointments shall be based on merit. All candidates taking a competitive examination shall be given a score and placed in a rank based on the whole score. The appointing authority shall select from the top three ranks. Applicants who receive a passing score on the examination shall be given a 5% credit added to their whole score for military service, if such persons have served in the armed forces of the United States during time of war or armed insurrection, or during any time when the United States engaged in active military operations against any foreign power, provided such person has been honorably discharged from active service during the five years preceding the examination. All candidates taking a competitive examination for promotion shall receive a credit for past service, the amount of which may be determined by the new jurisdiction prior to the examination.
2. Probation: The probationary period for persons appointed in the class of Police Officer shall be eighteen months, measured from the commencement of recruit training. The probationary period for persons appointed in management classes shall be twelve months. The probationary period for persons appointed to entry level positions shall be six months, except that the new jurisdiction may establish a longer period, not to exceed 12 months, if the period is set in advance of the examination and after public hearing. The probationary period for all other non-entry level positions shall be six months, except that the new jurisdiction may establish a shorter period, if the period is set in advance of the examination and after public hearing.
3. Transfer: An employee shall be allowed to transfer into an equal or lower paying class without further examination, provided he or she possesses the minimum qualifications and the capability of performing the required duties, in the following situations: (a) the employee is incapable of performing his or her duties because of injury, sickness, or disability, or (b) the employee has completed a probationary period.
4. Layoffs: Any layoff shall be based on seniority in that the employee with the least amount of seniority within the class-group shall be laid off first. Seniority shall be calculated as including all service within the class-group plus any service in a higher class. Any employee laid off shall have the right to revert to a vacant position or displace ("bump") a person in a lower class-group if there are no vacant positions, provided the displacing employee has (a) prior service in the lower class-group and (b) greater seniority than the employee being displaced.
5. Discipline: An appointing authority may suspend or discharge an employee but only for cause.
6. Military Leave: An employee who leaves his or her position to serve in the armed forces of the United States shall be entitled to a leave of absence and,

upon returning from military service, restoration to his or her position, subject to applicable state and federal law and as further provided by ordinance.

7. Non-discrimination in benefits: There shall be no discrimination in the provision of employee benefits between employees with spouses and employees with domestic partners.

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

- C. *Disputes*. The grievance procedure shall not apply to disputes concerning the interpretation or application of this article, unless any such dispute would be grievable by a Los Angeles City employee as a matter of law. The new city may directly and immediately incorporate the limitation in the preceding sentence into its Employee Relations Ordinance or Resolution. Such incorporation does not preclude the Union thereafter from seeking its modification or removal.
- D. *No Waiver*. Except as provided in paragraph 3, this article shall not be construed as a waiver by the Union of any right it might have under law to meet and confer over the impact that any transfers of employees to another public entity may have on wages, hours, and other terms and conditions of employment.

ARTICLE 59 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.

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

Executive Administrative Assistants Unit
Representatives:

City of Los Angeles
Representatives:

Debbie Kindred
President
AFSCME Local 3672

Karen L. Sisson

Karen L. Sisson
City Administrative Officer

Date

12/10/07

Date

Cheryl Parisi

Cheryl Parisi, Executive Director
AFSCME Council 36

12/10/07

Date

As to form:

[Signature]

City Attorney's Office
12/6/2007

Date

APPENDIX A

Operative on July 1, 2007

<u>CLASS CODE</u>		<u>TITLE</u>	<u>SALARY RANGE</u>	<u>ANNUAL RANGE</u>	
1117	2	Executive Administrative Assistant II	2613	54,559-	67,776
1117	3	Executive Administrative Assistant III	2800	58,464-	72,642
0583		Executive Legal Secretary I	2613	54,559-	67,776
0584		Executive Legal Secretary II	2800	58,464-	72,642

APPENDIX A

Operative on July 1, 2007

RANGE: 2613

	<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>	<u>STEP 5</u>
HOURLY	26.13	27.59	29.13	30.75	32.46
BI-WEEKLY	2,090.40	2,207.20	2,330.40	2,460.00	2,596.80
MONTHLY	4,546.62	4,800.66	5,068.62	5,350.50	5,648.04
ANNUAL	54,559.44	57,607.92	60,823.44	64,206.00	67,776.48

RANGE: 2800

	<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>	<u>STEP 5</u>
HOURLY	28.00	29.56	31.21	32.95	34.79
BI-WEEKLY	2,240.00	2,364.80	2,496.80	2,636.00	2,783.20
MONTHLY	4,872.00	5,143.44	5,430.54	5,733.30	6,053.46
ANNUAL	58,464.00	61,721.28	65,166.48	68,799.60	72,641.52

APPENDIX B

Operative on January 1, 2008

<u>CLASS CODE</u>		<u>TITLE</u>	<u>SALARY RANGE</u>	<u>ANNUAL RANGE</u>	
1117	2	Executive Administrative Assistant II	2664	55,624-	69,134
1117	3	Executive Administrative Assistant III	2857	59,654-	74,103
0583		Executive Legal Secretary I	2664	55,624-	69,134
0584		Executive Legal Secretary II	2857	59,654-	74,103

APPENDIX B

Operative on January 1, 2008

RANGE: 2664

	<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>	<u>STEP 5</u>
HOURLY	26.64	28.13	29.70	31.36	33.11
BI-WEEKLY	2,131.20	2,250.40	2,376.00	2,508.80	2,648.80
MONTHLY	4,635.36	4,894.62	5,167.80	5,456.64	5,761.14
ANNUAL	55,624.32	58,735.44	62,013.60	65,479.68	69,133.68

RANGE: 2857

	<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>	<u>STEP 5</u>
HOURLY	28.57	30.16	31.84	33.62	35.49
BI-WEEKLY	2,285.60	2,412.80	2,547.20	2,689.60	2,839.20
MONTHLY	4,971.18	5,247.84	5,540.16	5,849.88	6,175.26
ANNUAL	59,654.16	62,974.08	66,481.92	70,198.56	74,103.12

APPENDIX C

Operative on July 1, 2008

<u>CLASS CODE</u>		<u>TITLE</u>	<u>SALARY RANGE</u>	<u>ANNUAL RANGE</u>	
1117	2	Executive Administrative Assistant II	2744	57,294-	71,201
1117	3	Executive Administrative Assistant III	2942	61,428-	76,316
0583		Executive Legal Secretary I	2744	57,294-	71,201
0584		Executive Legal Secretary II	2942	61,428-	76,316

APPENDIX C

Operative on July 1, 2008

RANGE: 2744

	<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>	<u>STEP 5</u>
HOURLY	27.44	28.97	30.59	32.30	34.10
BI-WEEKLY	2,195.20	2,317.60	2,447.20	2,584.00	2,728.00
MONTHLY	4,774.56	5,040.78	5,322.66	5,620.20	5,933.40
ANNUAL	57,294.72	60,489.36	63,871.92	67,442.40	71,200.80

RANGE: 2942

	<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>	<u>STEP 5</u>
HOURLY	29.42	31.06	32.79	34.62	36.55
BI-WEEKLY	2,353.60	2,484.80	2,623.20	2,769.60	2,924.00
MONTHLY	5,119.08	5,404.44	5,705.46	6,023.88	6,359.70
ANNUAL	61,428.96	64,853.28	68,465.52	72,286.56	76,316.40

APPENDIX D

Operative on July 1, 2009

<u>CLASS CODE</u>		<u>TITLE</u>	<u>SALARY RANGE</u>	<u>ANNUAL RANGE</u>	
1117	2	Executive Administrative Assistant II	2827	59,027-	73,351
1117	3	Executive Administrative Assistant III	3031	63,287-	78,613
0583		Executive Legal Secretary I	2827	59,027-	73,351
0584		Executive Legal Secretary II	3031	63,287-	78,613

APPENDIX D

Operative on July 1, 2009

RANGE: 2827

	<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>	<u>STEP 5</u>
HOURLY	28.27	29.85	31.51	33.27	35.13
BI-WEEKLY	2,261.60	2,388.00	2,520.80	2,661.60	2,810.40
MONTHLY	4,918.98	5,193.90	5,482.74	5,788.98	6,112.62
ANNUAL	59,027.76	62,326.80	65,792.88	69,467.76	73,351.44

RANGE: 3031

	<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>	<u>STEP 5</u>
HOURLY	30.31	32.00	33.78	35.66	37.65
BI-WEEKLY	2,424.80	2,560.00	2,702.40	2,852.80	3,012.00
MONTHLY	5,273.94	5,568.00	5,877.72	6,204.84	6,551.10
ANNUAL	63,287.28	66,816.00	70,532.64	74,458.08	78,613.20

APPENDIX E

Operative on July 1, 2010

<u>CLASS CODE</u>		<u>TITLE</u>	<u>SALARY RANGE</u>	<u>ANNUAL RANGE</u>	
1117	2	Executive Administrative Assistant II	2891	60,364-	75,001
1117	3	Executive Administrative Assistant III	3099	64,707-	80,388
0583		Executive Legal Secretary I	2891	60,364-	75,001
0584		Executive Legal Secretary II	3099	64,707-	80,388

APPENDIX E

Operative on July 1, 2010

RANGE: 2891

	<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>	<u>STEP 5</u>
HOURLY	28.91	30.52	32.22	34.02	35.92
BI-WEEKLY	2,312.80	2,441.60	2,577.60	2,721.60	2,873.60
MONTHLY	5,030.34	5,310.48	5,606.28	5,919.48	6,250.08
ANNUAL	60,364.08	63,725.76	67,275.36	71,033.76	75,000.96

RANGE: 3099

	<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>	<u>STEP 5</u>
HOURLY	30.99	32.72	34.54	36.47	38.50
BI-WEEKLY	2,479.20	2,617.60	2,763.20	2,917.60	3,080.00
MONTHLY	5,392.26	5,693.28	6,009.96	6,345.78	6,699.00
ANNUAL	64,707.12	68,319.36	72,119.52	76,149.36	80,388.00

APPENDIX F

Operative on July 1, 2011

<u>CLASS CODE</u>		<u>TITLE</u>	<u>SALARY RANGE</u>	<u>ANNUAL RANGE</u>	
1117	2	Executive Administrative Assistant II	2956	61,721-	76,692
1117	3	Executive Administrative Assistant III	3168	66,147-	82,205
0583		Executive Legal Secretary I	2956	61,721-	76,692
0584		Executive Legal Secretary II	3168	66,147-	82,205

APPENDIX F

Operative on July 1, 2011

RANGE: 2956

	<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>	<u>STEP 5</u>
HOURLY	29.56	31.21	32.95	34.79	36.73
BI-WEEKLY	2,364.80	2,496.80	2,636.00	2,783.20	2,938.40
MONTHLY	5,143.44	5,430.54	5,733.30	6,053.46	6,391.02
ANNUAL	61,721.28	65,166.48	68,799.60	72,641.52	76,692.24

RANGE: 3168

	<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>	<u>STEP 5</u>
HOURLY	31.68	33.45	35.32	37.29	39.37
BI-WEEKLY	2,534.40	2,676.00	2,825.60	2,983.20	3,149.60
MONTHLY	5,512.32	5,820.30	6,145.68	6,488.46	6,850.38
ANNUAL	66,147.84	69,843.60	73,748.16	77,861.52	82,204.56

APPENDIX G

SALARY NOTES

- Note 1:** A person assigned in the class of Executive Administrative Assistant II, Code 1117-2, when regularly assigned as a full-time personal executive administrative assistant to the Departmental Chief Accountant or Personnel Director for the Department of Public Works shall receive salary at the first premium level rate above the appropriate step rate of the salary range for this class. This bonus shall apply only to the incumbents occupying the positions as of July 1, 2004.
- Note 2:** A person employed in the class of Executive Administrative Assistant II, Code 1117-2, when regularly assigned as a full-time personal executive administrative assistant to a Member of the Board of Public Works, shall receive salary at the second premium level rate above the appropriate step rate of the salary range for this class.
- Note 3:** Employees covered by this MOU shall not be eligible for adjusted salary under the provisions of LAAC Section 4.61, Schedule A, Note K.
- Note 4:** When an employee in the class of Executive Administrative Assistant is removed from his/her position for other than just cause and placed in a position that would otherwise be filled by an Executive Administrative Assistant at a lower paygrade, the salary to be paid to the affected Executive Administrative Assistant shall be equal to that of the incumbent's position prior to removal, including any future salary adjustments approved by the Council.

Any retirement or other fringe benefits provided to the affected Executive Administrative Assistant shall be based on the salary provided to him/her prior to removal and will be adjusted to include any future salary adjustments approved by the Council. This arrangement shall continue as long as the incumbent remains in the classification.

**LETTER OF INTENT
UNDERFILLING OF POSITIONS**

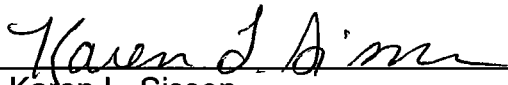
The City and AFSCME agree that Executive Administrative Assistant pay-graded positions will not be underfilled as they are currently authorized. The City shall, in good faith, work with AFSCME to ensure Executive Administrative Assistant positions are not underfilled and departments shall make every effort to fill vacant Executive Administrative Assistant positions with the appropriate classification.

This Letter of Intent will expire at the conclusion of this MOU term.

FOR THE UNION:

FOR MANAGEMENT:

Debbie Kindred, President
AFSCME Local 3672



Karen L. Sisson
City Administrative Officer

Date

12/10/07
Date



Cheryl Parisi, Executive Director
AFSCME Council 36

12/10/07
Date

LETTER OF INTENT


**2007-2012 MOU
PAYROLL SYSTEM**

Due to the limitations of the current payroll system (Legacy) employees can only use compensated time off (vacation, sick, and CPTO) in increments of one hour. The new payroll system (PaySR) will be able to accept compensated time off in increments of 30 minutes (½ hour). During the term of the 2007-12 MOU, at such time as the PaySR system is implemented, the parties agree to make any necessary technical corrections to the MOU provisions to allow employees to use compensated time off in increments of 30 minutes (½ hour).

FOR THE UNION:

FOR MANAGEMENT:

Debbie Kindred, President
AFSCME Local 3672




Karen L. Sisson
City Administrative Officer

Date

12/10/07

Date



Cheryl Parisi, Executive Director
AFSCME Council 36

12/10/07

Date

LETTER OF AGREEMENT

HOLIDAY PREMIUM PAY

The City and AFSCME agree that the intent of the modifications to Article 28, Holiday Pay, Sections H and I, is to define and clarify Holiday Premium Pay. It is mutually agreed that the modifications are not meant to change the current practice and/or policy regarding the payment of employees who work on a holiday.

FOR THE UNION:

FOR MANAGEMENT:

Debbie Kindred, President
AFSCME Local 3672

Karen L. Sisson

Karen L. Sisson
City Administrative Officer

Date

12/10/07

Date

Cheryl Parisi

Cheryl Parisi, Executive Director
AFSCME Council 36

12/10/07

Date

LETTER OF AGREEMENT

2007-2012 MEMORANDUM OF UNDERSTANDING

Mutual Commitment to LA's Future

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

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

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

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

Economic Reopener

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

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

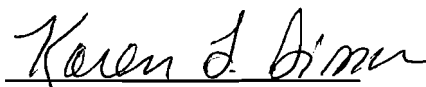
FOR THE UNION:



Cheryl Parisi
Executive Director
AFSCME District Council 36

12/10/07
Date

FOR THE CITY:



Karen L. Sisson
City Administrative Officer

12/10/07
Date

GAINS SHARING JLMC

TA
KST
9/30/07

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

TA
CP
9/30/07

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

SP
9/30/07

C.R.
9/30/07

Parties agree that the \$25 million will serve as the basis for the flex dollars to be apportioned on 1/1/2012 as part of the general economic framework in Coalition MOUs. Any funds generated through Gain Sharing in excess of \$25 million will be allocated as determined by the JLMC on Gain Sharing Committee, subject to approval by the City Council.

MF
9/30/07

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

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

IMPLEMENTING MUTUAL GAINS BARGAINING

TA
K&K
9/30/07

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

TA
9/30/07

1. SAFETY COMMITTEE

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

MEF
9/30/07

L.R.
9/30/07

2. PART-TIME WORKERS COMMITTEE

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

MEF

9/30/07

9/30/07

3. BONUS AND CODES COMMITTEE

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