

**MEMORANDUM OF UNDERSTANDING NO. 5  
FOR JOINT SUBMISSION TO THE CITY COUNCIL  
REGARDING THE INSPECTORS UNIT**

**THIS MEMORANDUM OF UNDERSTANDING  
made and entered into this 22<sup>nd</sup> day of December, 2019**

**BY AND BETWEEN**

**THE CITY OF LOS ANGELES**

**AND THE**

**MUNICIPAL CONSTRUCTION INSPECTORS ASSOCIATION, INC.**

**June 23, 2019 through June 30, 2022**

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**ARTICLE 1.0            GENERAL PROVISIONS**

**ARTICLE 1.1            RECOGNITION**

Management hereby recognizes the MUNICIPAL CONSTRUCTION INSPECTORS ASSOCIATION, INC. (MCIA or Association) as the exclusive representative of the employees in the Inspectors Unit for which MCIA was certified as the representative by the Employee Relations Board (ERB) on February 18, 1983. The City of Los Angeles (Management) hereby recognizes MCIA as the exclusive representative of the employees in said Unit, subject to the right of each employee to represent him/herself.

The term "employee" 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 ERB.

**ARTICLE 1.2            PARTIES TO MOU**

This Memorandum of Understanding (MOU) is entered into on, by the City Administrative Officer (CAO), as authorized management representative of the City Council, (Council) and the authorized management representatives of the Los Angeles World Airports (LAWA), Building and Safety (LADBS), Housing and Community Investment (HCID), Port of Los Angeles (POLA), Economic and Workforce Development (EWDD), and Public Works Bureaus and Offices, and authorized representatives of the MCIA as the exclusive recognized employee organization for the Inspectors Unit.

**ARTICLE 1.3            IMPLEMENTATION OF MOU**

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

- A.     The MCIA has notified the CAO in writing that it has approved this MOU in its entirety; and
- B.     The administrative 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 such resolution, ordinance or amendment unless otherwise specified.

**ARTICLE 1.4 FULL UNDERSTANDING**

Management and the MCIA acknowledge that during the meet and confer process each had the unlimited right and opportunity to make demands and proposals on any subject within the scope of representation, and that this MOU constitutes the full and entire understanding of the parties regarding all such demands and proposals. The parties mutually understand that any prior or existing understandings or agreements by the parties, whether formal or informal, are hereby superseded or terminated.

The parties agree that this MOU may not be opened at any time during its term for any reason, except by mutual consent of the parties hereto, and that any changes mutually agreed to shall not be binding upon the parties unless and until they have been implemented in accordance with Article 1.3.

The waiver or breach of any term or condition of this MOU by any party hereto, shall not constitute a precedent in the future enforcement of any of its terms or provisions.

**ARTICLE 1.5 TERM**

The term of this MOU shall commence on the date when the terms and conditions for its effectiveness, as set forth in Article 1.3, Implementation of MOU, are fully met, but in no event shall the provisions of this MOU become effective prior to 12:01 a.m. of June 23, 2019. This MOU shall expire and otherwise be fully terminated at 12:00 p.m. on June 30, 2022.

**ARTICLE 1.6 CALENDAR FOR SUCCESSOR MOU**

Should the MCIA or Management desire a successor MOU, said party shall serve upon the other during the period of January 31, 2022, and February 25, 2022, its written proposals for such successor MOU. Negotiations shall begin no later than sixty (60) calendar days following the receipt of the MCIA's or Management's proposal(s). This calendar may be adjusted by mutual consent.

**ARTICLE 1.7 OBLIGATION TO SUPPORT**

During the period this MOU is being considered by the Mayor, Council, Council Committees, or the Commissioners of those departments where the Commission is the department head, neither the MCIA nor Management, nor their authorized representative, will appear before the Mayor, Council, Council Committees, or said Commissions, nor meet with the members of the Council or said Commissioners 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, Council, Council Committees or said Commissions, nor meeting with individual members of the Council or said Commissioners to advocate or urge the adoption of this MOU.

## **ARTICLE 1.8            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 or the ERB. 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 of said provision shall be suspended and superseded by such applicable law or regulations and the remainder of the 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 hereunder and any additional benefits set forth herein if compatible with the FLSA.

## **ARTICLE 1.9            CITY - ASSOCIATION RELATIONSHIP**

### **A.        Continuity of Service to the Public**

The City of Los Angeles is engaged in public services requiring continuous operations that are necessary to maintain the health and safety of all citizens. The obligation to maintain these public services is imposed both upon the City and the Association during the term of this MOU and the certification of the Association as the exclusive representative of the employees in this Unit.

### **B.        Mutual Pledge of Accord**

Inherent in the relationship between the City and its employees is the obligation of the City to deal justly and fairly with its employees and of the employees to cooperate with their fellow employees and the City in the performance of their public service obligation.

It is the purpose of this MOU to promote and ensure harmonious relations, cooperation and understanding between the City and the employees represented by the Association and to establish and maintain proper standards of wages, hours and other terms or conditions of employment.

### **C.        No Strike - No Lockout**

In consideration of the mutual desire of the parties to promote and ensure harmonious relations and in consideration of the Mutual Pledge of Accord, the City agrees that there shall be no lockout or the equivalent of members of the Association, and the Association and its members agree that there shall be no

strike or other concerted action resulting in the withholding of service by the members during the term of this MOU. Should such a strike or concerted action by Association members occur, the Association shall immediately instruct its members to return to work. It is mutually understood and agreed that the City has the absolute right to impose discipline and, in that regard, shall have the right to take disciplinary action, including discharge, against any employee who participates in any manner in any strike or slowdown, picketing in support of a strike or slowdown, or other concerted action resulting in the withholding of service by the members of this Unit. The curtailing of operations by the City in whole or part for operational or economic reasons shall not be construed as a lockout.

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

**ARTICLE 1.10 EMPLOYER-EMPLOYEE RELATIONS**

Meetings shall be scheduled at the request of a designated MCIA representative or the Management Representative of a department, office or bureau, for the purpose of informally discussing employer-employee-related issues.

**ARTICLE 1.11 NON-DISCRIMINATION**

The parties mutually reaffirm their respective policies of nondiscrimination in the treatment of any employee because of race, ethnicity, religion, creed, color, gender, sexual orientation, gender identity, genetic information, age, disability, union activity, national origin, ancestry, or under any applicable provisions of Federal or State laws.

**ARTICLE 1.12 CONTRACT CONTINUATION UPON EXPIRATION OF MOU**

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

**ARTICLE 1.13 AMENDMENT TO 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 Unit after the adoption of the MOU.

**ARTICLE 2.0            ASSOCIATION SECURITY**

**ARTICLE 2.1            UNIT MEMBERSHIP LIST**

The City shall provide the Union with a list of Unit employees in alphabetical order with the following Unit information in compliance with State law for each employee on said list:

1. Name
  2. Employee Identification Number
  3. Original Hire Date
  4. Bargaining Unit
  5. Class Title
  6. Class Code
  7. Membership Status
  8. Employing Department Title
  9. Work Location (by department, office or bureau, as well as division if such information is readily available, and department legend)
  10. Pay Rate (annual and biweekly)
  11. Work Phone Number on file
  12. Home Phone Number on file
  13. Personal cellular phone number on file
  14. Personal email address on file
  15. Home Address on file
- A. For new employees or those newly entering or re-entering Union representation, the City shall provide the aforementioned information within a minimum of thirty (30) calendar days of the date of the employee's hire or by the first pay period of the month following his/her hire, whichever is later.
- B. For existing employees, the City shall provide the above information to the Union a minimum of every thirty (30) calendar days.
- C. All information shall be provided to the Union electronically. The means of provision and the substance of the requisite information may be changed by mutual agreement.
- D. The information identified herein shall be provided to the MCIA regarding each employee whose classification is contained in this Bargaining Unit every 30 days. The City will not furnish the MCIA an individual employee's home address, home telephone, person cellular telephone, personal email, or date of birth who submitted a written request to the City pursuant to Government Code Section 6254.3 (c) objecting to disclosure of such information.
- E. Initially the City shall provide department legends which identify the known work locations by department, office or bureau, as well as division code(s). Thereafter, it is understood that Departments will either adjust their legends to provide distinct

division codes for each work location information in a simplified manner to the Union. Additional legends will be provided only as updated. Furthermore, the CAO will work with the Controller to provide this information with current electronic payroll reporting.

## **ARTICLE 2.2 NEW EMPLOYEE INFORMATION**

The MCIA will provide each new employee an application containing the following information:

- A. Your classification is included in the Municipal Construction Inspectors Association, Inc. (MCIA) Representation Unit.
- B. The MCIA, located at 205 S. Broadway, Suite 508, Los Angeles, California 90012 has been certified to meet and confer in good faith with Management on all matters pertaining to your wages, hours of work, employee benefits and conditions of employment, and is the exclusive recognized employee organization for all employees in the MCIA Representation Unit.
- C. If you want additional information, you may telephone the MCIA at (213) 620-1402 or by email at [office.mcia@gmail.com](mailto:office.mcia@gmail.com).

## **ARTICLE 2.3 WORK ACCESS**

A MCIA Staff Representative shall have access to the facilities of the departments, offices or bureaus represented herein during working hours for the purpose of assisting employees covered under this MOU in the adjusting of grievances when such MCIA assistance is requested by the grievant(s), or investigating matters arising out of the application of the provisions of this MOU. Said representative shall request authorization for such visit by contacting the designated representative of the head of the department, office or bureau. In the event immediate access cannot be authorized, the designated representative shall inform the staff representative as to the time when access can be granted. Such access shall be granted within seventy-two (72) hours of the request.

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

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

## **ARTICLE 2.4 USE OF CITY FACILITIES**

The MCIA may use City facilities, on prior approval, for the purpose of holding meetings to the extent that such facilities can be made available, and to the extent that the use of

a facility will not interfere with departmental operations. Participating employees will attend said meetings on their own time.

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

## **ARTICLE 2.5        BULLETIN BOARDS**

### Section I

Each department shall provide an identified dedicated MCIA bulletin board or an identified dedicated space for MCIA on a shared bulletin board at each work location which may be used by the MCIA for the following purposes:

- A.     Notices of MCIA meetings.
- B.     Notices of MCIA elections and their results.
- C.     Notices of MCIA recreational and social events.
- D.     Notices of official MCIA business.
- E.     Any other communication or written material which has received the prior approval of the Departmental Management Representative.

### Section II

All notices and other communications shall be submitted to the designated department representative (generally, the Human Resources section) for posting. The posting will occur within twenty-four (24) hours of submission.

### Section III

It is further agreed that the MCIA Representative shall place a removal date on all materials to be posted.

## **ARTICLE 2.6        ACTIONS BY EMPLOYEE RELATIONS BOARD**

Should any action(s) by the ERB prior to the expiration of this MOU result in any significant changes to the composition of this Unit, the parties to this MOU will meet as soon as possible thereafter to consider any revisions or amendments thereto that may be required to ensure that the interests of the employees are protected.

## **ARTICLE 2.7          EMPLOYMENT OPPORTUNITIES**

The Personnel Department will transmit (electronically or by US Mail) copies of all recruitment bulletins to MCIA. Tentative examination bulletins approved by the Head of the Selection Services Division of the Personnel Department will be mailed seven (7) calendar days prior to the date that said bulletins are scheduled to be approved by the Civil Service Commission. The bulletins, scheduled for Civil Service Commission approval, will be made available for pickup by a MCIA representative on Tuesdays after 3:30 p.m. in the Recruitment Division of the Personnel Department.

## **ARTICLE 2.8          PAYROLL DEDUCTIONS AND DUES**

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

### **A.          DUES**

1.    a.    Payroll 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 where the Union identified in writing to the Controller those individuals from whom union-related deduction(s) should be lawfully taken.

Said payroll deductions shall not be assessed in any biweekly pay period in which the affected employee does not work a minimum of twenty (20) hours. Such amounts shall be determined by the Union and implemented by Management in the first payroll period which starts thirty (30) calendar days after written notice of the new amount from the Union is received by the Controller.

- - b.    Employees who are members of the Union who previously elected to make union membership deductions prior to (1) starting an unpaid leave of absence, or (2) otherwise going on inactive status due to lack of scheduled hours, shall be reinstated as Union members with the automatic voluntary dues deductions immediately upon their return to work.
2.    Notwithstanding any provisions of LAAC Section 4.203 to the contrary, during the term of this MOU, payroll deductions requested by employees in this Unit for the purpose of becoming a member and/or to obtain benefits offered by any qualified organization other than the 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.

3. Any employees in this Unit who have authorized Union dues deductions with the Union on the effective date of this MOU or at any time subsequent to the effective date of this MOU shall continue to have such dues deductions made by the City during the term of this MOU. Under current California law, the City has no input or control over the procedure for termination of union dues taken as payroll deductions from employees subject to this MOU, nor any legal ability to stop such deductions without the specific authorization of the Union. All procedures for termination of dues deductions outlined in this subsection are, therefore, the Union's statement of its unilateral dues termination procedures; the City's sole obligation is to process such dues cancellations received from the Union pursuant to this subsection, subject to any future court decisions applicable to dues termination procedures. Any employee in the Unit may terminate such Union dues during January 1<sup>st</sup> through January 31<sup>st</sup> of each calendar year of this MOU. Such notification shall be by postal mail in the form of a letter containing the following information: employee name, employee phone number, employee ID number, job classification, and department name. The Union will provide to the City the appropriate documentation to process these membership dues cancellations within ten (10) business days after the close of the withdrawal period. Employees with any questions relating to union membership dues shall direct those questions to the Union.

## B. MANAGEMENT RESPONSIBILITIES

1. The Controller shall cause the amount of the dues or other proper deductions to be deducted from twenty-four (24) biweekly payroll checks of each employee in this Unit as specified by Union under the terms contained herein. "Dues," shall be the result of voluntary consent in the form of an authorization signed by the individual employee provided in the form of a list by the Union to the City.
  - a. Remittance of the aggregate amount of all dues 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, and/or deductions were deducted.
  - b. 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.
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 Unit, within sixty (60) calendar days of such reassignment or transfer.

3. Management will provide the Union with unit membership information pursuant to the Unit Membership List Article of this MOU.
4. The Controller shall notify the Union within sixty (60) calendar days of any employee who, because of a change in employment status, is no longer a member of the Unit or subject to the provisions of this Article.

C. UNION RESPONSIBILITIES

Except for claims resulting from errors caused by defective City equipment, the Union agrees to indemnify and hold harmless the City for any loss or damage arising from the operation of this Article.

D. CALIFORNIA GOVERNMENT CODE SECTION 1159 (a-b)

Existing California Government Code Section 1159 (a-b) states:

“(a) The Controller, a public employer, an employee organization, or any of their employees or agents, shall not be liable for, and shall have a complete defense to, any claims or actions under the law of this state for requiring, deducting, receiving, or retaining agency or fair share fees from public employees, and current or former public employees shall not have standing to pursue these claims or actions, if the fees were permitted at the time under the laws of this state then in force and paid, through payroll deduction or otherwise, prior to June 27, 2018.

“(b) This section shall apply to claims and actions pending on its effective date, as well as to claims and actions filed on or after that date.”

**ARTICLE 2.9 POLITICAL ACTION COMMITTEE**

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

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

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

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

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

## **ARTICLE 2.10      RELEASE TIME**

The MCIA may request release time for the purposes of conducting MCIA business. The appointing authority may grant to elected officers or appointed representatives of the MCIA time off for employee organization representation activities. Such time shall not be unreasonably withheld if there is no critical impact upon department operations. Approval of requests for release for MCIA business shall be at the discretion of the appointing authority. Each appointing authority shall prepare a written agreement containing the terms and parameters of approved release time from their respective departments in accordance with the provisions of paragraphs A and B below.

### **A.      Release Time for MCIA Board Members**

Bargaining unit members elected to the MCIA Board shall be released for up to one day each month without suffering loss of seniority or any other benefit to attend monthly Board meetings. This provision shall be limited to elected officers of the MCIA. The CAO shall be notified in writing of the qualified elected Unit members following each election. The MCIA agrees to reimburse the City for the salary and benefits of the Unit members released under this provision.

### **B.      Release Time – One-Year**

The appointing authority may grant to elected officers or appointed representatives of the MCIA time off for employee organization representation activities. No more than three full time equivalent employee shall be allowed release time under this section of this Article.

1.      The MCIA shall submit a written request for release of an employee to that employee's department Management. Such request shall be submitted at least twenty-one (21) calendar days prior to the effective release date, specifying the starting and ending dates of release. The MCIA shall provide a copy of said request to the CAO. The employee shall fill out any necessary paperwork required by Management for his/her release.
2.      Whenever operationally feasible, the department shall grant the time off request. When it is not possible to immediately grant the request, the

department shall provide an explanation in writing and specify a date when the employee can be released.

3. Release time shall be granted for a maximum of one year in any three (3) year period unless additional release time is approved by the affected department and the CAO. The release time may be utilized on a part time basis in increments not to exceed one year per released employee.
4. The employee shall be paid the employee's current salary by the City while the employee is performing these duties for the MCIA.
5. 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.
6. The MCIA 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 provided by the CAO 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.
7. Payment of any overtime worked while on release time shall be the responsibility of the MCIA.
8. The releasing City department shall bill the MCIA and MCIA shall make payments to the department of all reimbursable costs identified in item 6 above.
9. An employee on release time shall submit weekly timesheets signed by the employee and his/her supervisor to his/her respective Personnel Director specifying the number of hours worked and use of any sick leave, vacation time or compensated time off.
10. Should an employee incur a work-related injury while on release time, he/she shall remain on release time with the MCIA during the period of injury-on duty (IOD), or until the release time has ended, and shall continue to be counted in determining the employee maximum, as provided for above. The MCIA will reimburse the City for all IOD and Workers' Compensation related costs.
11. 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.

12. The employee must have passed probation in his/her current class to be eligible for release time.
13. The MCIA 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 MCIA.
14. When the day to day operations of the MCIA is run by elected officers and the release is for representation purposes, the request is exempt from the requirements under B1 and 2.

**The CAO shall maintain a list of employees who have been approved for release time and the approved duration.**

#### **ARTICLE 2.11 NEW EMPLOYEE ORIENTATION**

The City shall provide written notice of hiring a new employee in a classification represented by MCIA in accordance with Article 2.1. Each Department shall provide MCIA access to new employee orientations. Notice of scheduled orientations shall be provided at least 10 calendar days prior to the orientation. MCIA and the City may agree to group or individual meetings between new employees and MCIA representatives on City time for a maximum uninterrupted time of up to 60 minutes that shall not be shared with any other unions, organizations, and/or presentations. These meetings shall occur no later than 60 days from the date of hire unless otherwise agreed to by the parties. MCIA Representatives may provide the new employee any information or materials about MCIA, its programs, benefits and becoming a member. Employee attendance at a new employee orientation shall be mandatory for the entire agenda.

Two MCIA representatives may be released to conduct or participate in new employee orientation meetings. Permission shall be granted to the representative by the employing department unless such absence would cause an undue interruption of work. If such permission cannot be granted, the employing department of the new employee and/or representative shall provide the Association an alternative presentation date and time that is not more than five (5) business days beyond the initial new employee orientation date.

#### **ARTICLE 3.0 GRIEVANCES**

##### **ARTICLE 3.1 GRIEVANCE PROCEDURE**

##### **STATEMENT OF INTENT**

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

adversarial process. Rather, it is a process to mutually resolve workplace issues to the maximum extent possible within the organization.

## **DEFINITION**

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

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

## **GENERAL PROVISIONS**

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

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

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

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

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

"Business days" shall be defined as Monday thru Friday, exclusive of City Holidays, as defined in Article 6.5 of this MOU.

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

#### D. MEDIATION

At any step following the Informal Discussion in the grievance process, the Union or Management may request mediation, by letter to the department's personnel officer. Within ten (10) business days of receipt of a request for mediation, the receiving party shall either return the request without action or request that the ERB appoint a mediator. The ERB 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 ERB. The fees of such mediator shall be shared equally by Union and Management.

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

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

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

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

#### E. EXPEDITED ISSUES

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

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

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

## **GRIEVANCE PROCESS**

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

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

The immediate supervisor shall meet with the employee, secure clarification of the issue, consider the employee's proposed solution, and discuss possible alternative solutions and/or other administrative remedies. The immediate supervisor shall 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 grievant.

A grievance is owned by the Union. A department must inform the Union of a grievance in writing at this step. The manager, or appropriate designee, shall meet with the grievant 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 grievant and the Union within ten (10) business days of meeting with the grievant. 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 grievant 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 grievant 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 grievant within twenty (20) business days from the date of meeting with the aggrieved 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 twenty (20) business days of the Step 3 meeting, the Union may elect to serve a written request for arbitration with the ERB. A copy of this notice shall be served upon the department's personnel officer. The request for arbitration must be filed with the ERB 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 ERB 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 ERB, within ten (10) business days following receipt of said list. Failure of the Union to notify the ERB of the selected arbitrator within sixty (60) business days of receipt of said list shall constitute a waiver of the grievance.

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

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

The Union may elect to file a grievance on behalf of two (2) or more employees. The facts and issues of the grievance must be the same. In cases where the issues identified in the grievance affect more employees than are identified as grievants, the parties may agree that the remedy may be applied to those employees upon their consent, if needed.

### **PROCEDURE:**

- A. 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.

- B. The General Manager, or designee, shall provide written notification to the Employee Relations Division of the CAO 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.
- C. If the grievance is not resolved in step B, the Union may file for arbitration pursuant to the procedure in Step 4 – Arbitration, above.

#### **PROCEDURE FOR GRIEVANCES GENERAL IN CHARACTER**

In order to provide an effective mechanism whereby disputes between the MCIA and Management concerning interpretation or application of the general provisions in Articles 1-4 of this MOU affecting the bargaining unit, may be resolved through the following agreed upon procedures:

- A. The Union shall file a written preliminary request for review to the Employee Relations Division of the Office of the City Administrative Officer (CAO). The CAO shall have 15 business days to address the issue with the Department(s) and the Union. If the issue is not resolved to the satisfaction of both parties within the 15 business days, the grievance shall proceed as indicated below.
- B. The Union shall file the grievance in writing with the General Manager, or designee, of the affected department within 20 business days if the issue is not resolved in step A. To the extent possible, the filing shall include the issue of the grievance and the proposed solutions.
- C. The General Manager, or designee, shall provide written notification to the Employee Relations Division of the CAO 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.

- D. If the grievance is not resolved in step C, the Union may file for arbitration pursuant to the procedure in Step 4 – Arbitration, above.

## **ARTICLE 3.2 UNION STEWARDS**

The MCIA may designate up to 10% of the employees in the Unit to act as union stewards and shall provide all departments, offices or bureaus who are parties to this MOU with a written list of employees who have been so designated. The MCIA will update the list at least quarterly. A union steward, if so requested, may represent a grievant at all levels of the grievance procedure.

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

If a union steward must leave his/her work location to represent a grievant, he/she shall first obtain permission from his/her supervisor on a form provided for such purpose. Permission to leave will be granted unless such absence would cause an undue interruption of work. Denial of permission to leave at the time requested will automatically constitute an extension of time limits provided in the grievance procedure herein equal to the amount of the delay.

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

## **ARTICLE 4.0 ON THE JOB**

### **ARTICLE 4.1 SAFETY**

#### Section I

Safety clothing and devices shall be provided by Management as appropriate per California Code of Regulations (CCR), Title 8, Section 3380. The MCIA will encourage all members of the Unit to utilize said safety clothing and devices to the fullest extent possible.

## Section II

Management will provide safe conditions and comply with the CCR, Title 8, rules and regulations that apply. The MCI/A 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 will:

- 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.
- C. 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 Safety Coordinator about the problem.
- D. No employee shall be required or knowingly permitted to work in an unsafe place.

## Section III

If the procedures for handling a reported hazardous condition are not initiated, or if initiated, fail to affect a satisfactory solution of the problem within a reasonable time, the employee or his/her representative may call the City Occupational Safety Office and report such hazard. Unresolved complaints hereunder may be referred to the State Safety Engineer for processing under the CAL/OSHA rules and regulations.

## Section IV

Management shall provide training in asbestos hazards recognition as appropriate per CCR, Title 8, Section 1529.

Management shall provide all safety training specific to inspection conditions. The training may be identified using a Job Hazard Assessment (JHA) or Job Safety Assessment (JSA) per the CCR, Title 8, Section 3203.

All current employees shall be provided with a minimum ten (10) hour CAL/OSHA Construction Safety Course by July 1, 2020. All new employees shall be provided a minimum ten (10) hour CAL/OSHA Construction Safety Course within 12 months of hire date. The training shall be provided by an authorized CAL/OSHA Construction Industry Outreach Trainer. An authorized CAL/OSHA Construction Industry Outreach Trainer is

an individual who has successfully completed the Construction Industry Outreach Trainer Program from an authorized OSHA Training Institute Educational Center. In addition to the CAL/OSHA training, a minimum of twenty (20) hours of safety training shall be provided per calendar year including NFPA 70E training for Electrical Inspectors and Sr. Electrical Inspectors. The course content (i.e. syllabus) shall be related to job duties. The employing department shall provide MCIA documentation of completed safety training within 30 business days of request. The employing department is responsible for all training of their employees to meet safety and procedural standards.

## **ARTICLE 4.2 DEPARTMENTAL PERSONNEL FOLDERS**

An employee shall be entitled to review the contents of his/her departmental, bureau and/or division personnel folders 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. An employee may bring another person along with him/her to review his/her personnel folder.

No evaluatory or disciplinary document may be placed in an employee's personnel file without his/her review and a copy of the document presented to him/her for his/her records. The employee shall acknowledge that he/she has reviewed and received a copy of the document by signing it with the understanding that such signature does not necessarily indicate agreement with its contents. The employee shall have the right to respond in writing to any material placed in his/her personnel folder.

## **ARTICLE 4.3 REST PERIODS**

### Section I

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 hours of an employee's working day, in excess of fifteen (15) minutes nor used to extend a lunch period without express consent of the designated supervisor.

### Section II

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

## **ARTICLE 4.4 SAFETY GEAR**

### Section I

During inclement weather all employees will work a normal regularly scheduled daily shift in accordance with the provisions of LAAC Section 4.108.

During the term of this MOU, Management will provide rain gear for employees who are required to remain in the field during inclement weather.

Section II

Effective January 5, 2020, each member of this Unit on active status shall receive a biweekly non-pensionable amount of \$10 per pay period for the purchase of safety boots.

Section III

Departments shall provide all safety equipment and pertinent training as required for the job duties as per the Department's Job Safety Assessment (JSA) or Job Hazard Assessment (JHA).

Section IV

Departments shall comply to the California Code of Regulations (CCR), Title 8, Section 3382 for eye and face protection.

**ARTICLE 4.5            RETURN OF CITY ISSUED EQUIPMENT**

Upon leaving City service for any reason, it is the responsibility of each employee to return all City issued equipment. If an employee has lost or misplaced some or all of this equipment, he/she shall be responsible for reimbursing the City for the original cost of the items of equipment not returned at the following depreciated values:

One year old or less	90% of original cost
Two years old or less	75% of original cost
Three years old or less	50% of original cost
Four years old or less	20% of original cost
Five years old or less	10% of original cost
Over five years old	0% of original cost

Reimbursement need not be made if the amount to be reimbursed under the above schedule totals less than \$20.00.

**ARTICLE 4.6            JOB-RELATED INVESTIGATIONS**

Section I

Any employee who is the subject of a job-related investigation shall be informed of the nature of the investigation prior to any questioning of the employee. This section shall not preclude the expansion of the investigation to other areas not previously known to the investigators. Upon completion of any investigation of which the Personnel Division notified the employee, and there being no actions or charges, the employee shall be notified of it.

**Exception:** This section shall not apply if, in the opinion of the General Manager, the subject matter of the investigation is of such a sensitive nature that revealing the nature of the investigation would likely hinder the chances of a complete and thorough investigation.

## Section II

When an employee is to be questioned relative to a complaint or investigation, he/she shall be advised of and shall have the right to be represented by counsel or any other representative of his/her choice, who may be present at all times during such questioning. Such employees shall be given at least twenty-four (24) hours' notice prior to the employee being required to report.

## Section III

When the employee is formally notified of proposed disciplinary action which is a result of misconduct or other related matters, the employee will be given written notice as to the charges and receive a copy of the documents upon which the department's case is based. In the case of proposed suspension or discharge, the employee will be given an opportunity to respond to the proposed disciplinary action prior to a final decision being made by the department's appointing authority.

## Section IV - Polygraph Examination

Employees shall not be compelled to submit to a polygraph examination against his/her will. No disciplinary action or other recrimination shall be taken because of such refusal to submit to a polygraph examination.

## **ARTICLE 4.7      ASSIGNMENTS FOR DUAL COVERAGE**

The parties mutually understand that there are certain instances where it is desirable to have two (2) Inspectors present at a work location. Requests for dual coverage will be considered when brought to the attention of Management before field inspections are made. Said requests for such coverage will be made through the Inspector's first line supervisor.

## **ARTICLE 4.8      EMERGENCY RESPONSE**

Employees of the Bureau of Contract Administration, POLA and LAWA shall be required to respond when contacted by their departments on a 24-hour basis for a period not to exceed ten (10) successive calendar days upon the declaration of a natural disaster by the General Manager of their respective departments or the declaration of a work site emergency by the following managers or their designees:

Contract Administration  
POLA  
LAWA

Inspector of Public Works  
Director of Construction Management  
Chief Construction Inspector

Employees shall be notified by Management of the declared emergency and the dates of the time period during which they shall be required to respond.

Employees of the Bureau of Contract Administration, POLA, and LAWA shall be required to respond until 6:00 p.m. on any day that the Chief Construction Inspector (for Contract Administration or POLA) or Chief Construction Inspector (for LAWA only) determines that there is a reasonable expectation of a call due to urgent necessity. Employees shall be notified by Management of the requirement to respond prior to the end of the workday.

Employees who physically return to duty at the worksite shall be compensated in accordance with Article 5.11.

#### **ARTICLE 4.9      WORK SCHEDULES**

Pursuant to the Fair Labor Standards Act (FLSA), employees shall have a fixed workweek that consists of a regular recurring period of one hundred sixty-eight (168) consecutive hours (seven 24-hour periods) which can begin and end on any day of the week and at any time of the day. The designated workweek for an employee may be changed only if the change is intended to be permanent and not designed to evade overtime requirements of the FLSA. Management may assign employees to work a five/fourty, four/ten, nine/eighty, or other work schedule. Management shall have the right to refuse an employee's request to work a four/ten, nine/eighty, or other modified work schedule, and to require the reversion to a five/fourty work schedule, providing that the exercise of such right is not arbitrary, capricious or discriminatory. The parties further agree that Management may require employees to change their work schedules (working hours, or change days off, except the split day) within the same FLSA workweek.

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

#### **ARTICLE 4.10      1040/2080 PLAN**

Management reserves the right to develop twenty-six (26) week/1040 or 52-week/2080 hour work periods under FLSA 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 MCIA as bona fide by the National Labor Relations Board (NLRB).

**ARTICLE 4.11 DEPUTY INSPECTOR CODE BOOKS AND SPECIFICATIONS**

The City will provide Code Books and/or Specifications for use by Assistant Construction Inspectors, Class Code 4208, Construction Inspectors, Class Codes 7291 and 7291-A, and Senior Construction Inspectors, Class Codes 7294 and 7294-A for these employees to carry out their Deputy Inspector job duties. These materials are the property of the City and shall be used in accordance with the policies and procedures established by the respective departments, bureaus and offices that are parties to the MOU. The City will reimburse the above classifications for the cost of the required updates or first time purchase of Code Books and Specifications after the employee has qualified to take and has passed the exam to obtain a specific deputy license. The reimbursement shall occur within three (3) pay periods. If a Code Book(s) and/or Specification is lost, the employee will be responsible for its/their replacement. The Code Books and Specifications paid for by the City shall become the property of the City of Los Angeles.

**ARTICLE 5.0 COMPENSATION**

**ARTICLE 5.1 SALARIES**

Employees covered by this MOU shall be compensated in accordance with the salary ranges and rates listed in the Appendices.

The parties to this MOU jointly recommend to the City Council approval of the salaries set forth in the attached Salary Appendices. Effective July 7, 2019, Appendix B will represent a conversion of the 15-Step salary range program to a 12-Step salary range program for employees in this Unit.

The salaries for employees within the Unit as set forth in the Appendices shall become operative as follows:

- Appendix A – June 23, 2019
- Appendix B – July 7, 2019 (structural changes)
- Appendix C – January 19, 2020
- Appendix D – July 5, 2020
- Appendix E – July 4, 2021
- Appendix F – June 19, 2022

Note: The operative dates for all Appendices coincide with the beginning of payroll periods.

**A. SALARY STEPS**

1. Employees hired into trainee-level positions (Targeted Local Hire) shall be hired at Step 1 and shall remain on Step 1 for the duration of a twelve (12) month probationary period. This MOU does not utilize Targeted Local Hire.

2. Employees hired into non-trainee positions shall be hired at Step 2 (or appropriate higher step in accordance with applicable MOU provisions or LAAC Section 4.90).
3. Employees shall remain on Steps 2 and 3 for nine (9) months each. Steps 2 and 3 are separated by one (1) premium level.
4. Steps 4 through 8 are separated by two (2) premium levels (Step 4 is one [1] premium level above Step 3). Employees shall advance to each subsequent step after twelve (12) months.
5. Steps 9 through 12 are separated by one (1) premium level (Step 9 is one [1] premium level above Step 8). Employees shall advance to each subsequent step after twelve (12) months.

Note: On the City's salary range tables, each premium level is equal to approximately 2.75%.

## B. SALARY ADJUSTMENTS

The following salary adjustments are reflected in appendices B-F above and apply to all Unit employees (salary range, flat-rate, fixed-step [do not move on a salary range]):

Effective January 19, 2020, the base hourly wages for all Unit employees shall be increased by 2.00%.

Effective July 5, 2020, the base hourly wages for all Unit employees shall be increased by 2.75%.

Effective July 4, 2021, the base hourly wages for all Unit employees shall be increased by 2.00%.

Effective June 19, 2022, the base hourly wages for all Unit employees shall be increased by 2.00%.

## **ARTICLE 5.2 PROMOTIONAL MOVEMENT**

Promotional movement shall be a minimum of two premium levels, or approximately 5.5%.

## **ARTICLE 5.3 OVERTIME**

### Section I - Assignment of Overtime

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

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

Compensation for overtime shall be for all hours worked in excess of forty (40) hours in a workweek including all absences with pay authorized by law. Compensation for overtime worked by employees in classifications listed in the Appendices attached hereto shall be 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 (1½) the employee's regular rate of pay, at the discretion of Management.

### Section III - Compensatory Time Off

Pursuant to Section II above, employees shall be permitted to accumulate up to eighty (80) hours of compensated time off (CTO). On occasion, employees may accumulate CTO in excess of eighty (80) hours for a temporary period of time. If an employee does not schedule and take CTO over eighty (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 accumulated vacation time) 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 eighty (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 two hundred forty (240) hours be accumulated.

#### **ARTICLE 5.4           SHIFT DIFFERENTIAL**

An employee required to work more than 50% of his/her time, in any one day between the hours of 5:00 p.m. and 8:00 a.m., shall receive for each such day worked, salary at the second premium level rate (5.5%) above the appropriate step of the salary range prescribed for his/her class. The procedure for the payment of adjusted compensation for work performed under the provision of Note "N" shall be in accordance with LAAC Sections 4.72, and 4.75.

#### **ARTICLE 5.5           BILINGUAL DIFFERENTIAL**

Whenever an appointing authority determines that it is necessary or desirable that a position be filled by a person able to converse fluently in a language other than English, or write and interpret a language other than English, the appointing authority shall transmit to the Controller a written statement approving payment of a bilingual premium, as provided by this Article to the person occupying such a position and possessing such bilingual skills.

After authorizing payment of a bilingual premium, the appointing authority shall certify to the Controller the name of an employee eligible for a bilingual premium and the Personnel Department shall certify to the Controller that the employee has qualified under its standards of fluency and proficiency for said language.

Effective the first full pay period following City Council adoption, employees assigned to converse in a language other than English shall receive a one hundred dollar (\$100.00) biweekly pensionable bonus. Employees assigned to interpret (read and write) a language other than English shall receive a two hundred (\$200.00) biweekly pensionable bonus.

Employees receiving the pensionable bilingual 2.75% (one premium level) or pensionable 5.5% (two premium levels) bonus prior to November 13, 2016, shall continue to receive the bonus at a one or two premium level rate. Management shall not be capricious and arbitrary in the removal of this bonus. Persons in Departments who require requalification in a new assignment to receive the bonus and are currently being paid as premium levels shall continue to do so until no longer assigned to speak, read, or write in a language other than English.

Compensation provided for in this Article shall be retroactive to the start of the first pay period following the employee having been certified for bilingual pay in a bilingual position assignment.

#### **ARTICLE 5.6           CIVIC DUTY**

Whenever an employee is served with a subpoena by a court of competent jurisdiction which compels his/her presence as a witness during his/her normal working period, unless he/she is a party to the litigation or an expert witness, such employee shall be

granted time off with pay in the amount of the difference between the employee's regular earnings and any amount he/she receives for such appearance. This Article is not applicable to appearances for which the employee receives compensation in excess of his/her regular earnings.

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 one hundred fifty (150) miles of the employee's residence.

## **ARTICLE 5.7 JURY DUTY**

- A. An employee duly summoned to attend any court for the purpose of performing jury service shall, for those days during which jury service is actually performed and those days necessary to qualify for the jury service, receive his/her regular salary. The absence of the employee for the purpose of performing jury service shall be deemed to be an authorized absence with pay within the meaning of LAAC Section 4.75.
- B. During the time the employee is actually reporting to the Court for jury service, the head of the department, office or bureau or his/her designate will convert the employee's usual shift to a regular five-day, Monday through Friday day shift. However, employees may choose to remain on an alternative work schedule (9/80, 4/10, or 3/12) or on an off-watch schedule during jury service with the understanding that jury service on a regularly scheduled day off (RDO) will not be compensated. Employees must report for work on any day of his/her converted shift that he/she is not required by the Court to perform jury service.
- C. Compensation for mileage paid by the courts for jury service shall be retained by the employee.
- D. Employees performing jury service on a designated City holiday shall be compensated for the designated City holiday; additional time off for that holiday shall not be provided.

## **ARTICLE 5.8 MILEAGE REIMBURSEMENT**

### Section I

- A. Mileage shall be paid in accordance with LAAC Sections 4.230 and 4.231, and all other applicable sections.
- B. When an employee is authorized by the City to use his/her own vehicle, pursuant to Division 4, Chapter 5, Article 2 of the LAAC, in the performance of his/her duties, such employee shall be reimbursed for transportation expenses at the rate certified by the CAO per mile for all miles traveled in any biweekly pay period.

- C. During the term of this MOU, the cents per mile reimbursement shall be adjusted to an amount equal to the annual standard car mileage allowance as determined by the Internal Revenue Service. The CAO shall certify to the Controller appropriate changes, if required, reflecting increases or decreases to become effective on the effective date determined by the IRS.
- D. Pursuant to LAAC Section 4.231, each employee qualifying for reimbursement under this Article shall be guaranteed, each pay period, mileage reimbursement equal to the number of days in the pay period for which the employee receives reimbursement under the provision of LAAC Section 4.230, times ten miles.
- E. For employees who do not qualify for mileage reimbursement under D. above, but are required and designated by Management to bring a personal vehicle to work each day, such employee shall receive reimbursement for twenty-five (25) miles each week regardless of whether or not the vehicle is driven for City business.
- F. Employees shall only receive one mileage payment under D or E above, whichever is greater.
- G. In the event that City parking placards are not made available to inspectors covered by this MOU, the City shall reimburse employees who incur parking expenses in connection with official City business. Reimbursement shall be made within two (2) pay periods of the expense(s) having been submitted to the City.

**Section II**

In addition to the mileage reimbursement described in Section I above, effective June 25, 2019, each employee who is authorized to use his/her own vehicle, pursuant to LAAC Sections 4.229, in the performance of his/her duties, shall receive a non-pensionable reimbursement of one hundred and twenty-five dollars (\$125.00) every two (2) pay periods in which the employee drives at least 200 miles for City business, and average retail gas price for regular unleaded in the Los Angeles region is at least \$1.75 per gallon as of the third Monday of the prior month as shown by the Energy Information Administration, U.S. Department of Energy.

**ARTICLE 5.9 DEPUTY PAY**

Employees in the classes of Assistant Inspector, Code 4208, who are employed by LAWA, POLA, and Public Works; Construction Inspector Codes 7291, 7291-A; and Senior Construction Inspector- Codes 7294, 7294-A, shall receive, in addition to all regular and premium compensation, the following amounts for holding valid registration(s) as Deputy Building Inspectors in the categories shown below in accordance with Ordinance No. 162435. Deputy Pay Registration bonuses are per hour and pensionable.

<b>Registration</b>	<b>Effective 7/7/2019</b>
Steel Construction	\$2.85
Masonry Construction	\$1.76

<b>Registration</b>	<b>Effective 7/7/2019</b>
Pre-stressed Concrete	\$1.42
Concrete Construction	\$1.48
Wood Construction	\$1.67
Methane	\$1.00
Exterior Insulation and Finish System	\$1.00
Gunite/Shot-Crete	\$1.00
Seismic Torque Testing (Renamed "Drilled-In-Anchors")	\$1.00
Sprayed Fire-Resistant Materials	\$1.00
Grading	\$1.00

The appointing authority shall certify to the Controller that the employees who receive Deputy Pay in accordance with the Article hold appropriate valid registration(s) for the payments shown above.

Employees in LAWA, Public Works and POLA Departments shall be reimbursed for the International Code Council (ICC), American Concrete Institute (ACI), and the Association of the Wall and Ceiling Industry (AWCI) examination fees required to obtain valid registration(s) for which employees are compensated under this Article. Employees shall be authorized reimbursement for successful completion of the above mentioned examination(s) upon presentation by the employee of a paid receipt for such fees and the valid certification to his/her appointing authority.

Employees in Public Works, POLA and LAWA in the above-mentioned inspector classifications shall be reimbursed for the examination fees required to obtain a valid certificate. Employees shall be reimbursed for successful completion of examination(s) upon presentation by the employee of a paid receipt for such fees and a valid certification to his/her appointing authority. The reimbursement shall occur within three (3) pay periods.

Employees in the classes of Construction Inspector, Codes 7291, 7291-A, and Senior Construction Inspector, Codes 7294, 7294-A, in LAWA, Public Works and POLA Departments who hold a valid registration as a Deputy Building Inspector in the categories of Reinforced Concrete, Reinforced Masonry, or Structural Steel Welding shall be permitted to obtain, by passing the appropriate examination, additional deputy registrations. The four (4) years' experience requirement shall be waived by the City for any additional registration certificates.

During the term of this MOU, if any new Deputy licenses are added, the parties agree to reopen this Article to negotiate rates for those licenses.

If the title of Deputy Pay or Deputy Pay Registration changes during the term of this MOU, the parties agree to adjust herein accordingly.

If an employee is required to take an exam/interview for a new registration or renewal during their work shift, their time will be compensated by their department.

## **ARTICLE 5.10      HAZARDOUS AND OBNOXIOUS PAY**

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

Employees in any Unit class required to perform duties more than 50% of a work day consisting of working on a ladder, scaffolding, a hydraulic lift platform, or working from a scaffold or other device that is suspended by ropes or cables shall receive, for each day so assigned, non-pensionable salary at the appropriate step of the second premium level (5.5%) above the salary range prescribed for the class.

Whenever an employee is performing duties over 50% of his/her time in any one day in a sewer over five feet (5') in depth consisting of timbering, shoring, tunneling, pipe laying and concreting, the employee shall receive for each such day, non-pensionable salary at the second premium level rate (5.5%) above the appropriate step of his/her salary range.

## **ARTICLE 5.11      MINIMUM PAY FOR INSPECTIONS IN OFF-DUTY HOURS**

An employee shall receive a minimum payment equivalent to four (4) hours of pay at time and a half whenever he/she is assigned or required by the administrative head of his/her department, office or bureau to return to duty following completion of the employee's work shift and departure from the work location, or to report for duty on the employee's regular day(s) off. For the purposes of this Article, duty time contiguous to and continuing into a normal work shift will not be treated as Off Duty Hours, but will instead be compensated as overtime. Management maintains its authority to determine Off Duty Hours and scheduling requirements.

## **ARTICLE 5.12      STAND-BY PROVISIONS**

### **1.      Designation of and Responsibilities of Employees**

Management may designate certain employees to be on stand-by duty. Stand-by lists will be established using the following method:

- A.      Volunteers in the classification required.
- B.      In class seniority in classification required.
- C.      Special skills required.

Stand-by duty will rotate among eligible employees every payroll period as long as there are at least two (2) eligible employees. New employees and/or employees who had opted off of stand-by provisions and desire to return, will be added to the bottom of the list.

Management may, at its discretion, provide assigned employees with cell phones or other electronic devices. However, only those employees actually designated and assigned to be on stand-by, while not otherwise on duty, shall receive the prescribed hourly bonus for wearing a cell phone or other electronic device by which they can be contacted. When a call is made to an employee, that employee shall return the call promptly, by telephone, and report to the required work location within an hour of the telephone response. Failure to respond by telephone promptly and to show up at the designated location within an hour may result in deletion from the stand-by list. In addition, that employee will not receive stand-by pay for the entire period of time the employee was designated to be on stand-by and his/her name will be placed at the bottom of the list. The next employee on the stand-by list shall then be called to respond and if the employee reports to a designated site, he/she will receive the stand-by pay as if he/she was the designated employee assigned on stand-by.

## 2. Stand-by Pay

Employees who are assigned stand-by duty by Management shall receive non-pensionable two dollars (\$2.00) per hour for each hour on such assignment. When called, the employee will be paid at the regular overtime rate for the class from the time of the telephone response through completion of the call.

Notwithstanding the provisions of Article 5.3-Overtime, all premium pay earned on stand-by will be paid in cash. Stand-by pay excludes time spent commuting to and from a worksite which requires an employee's presence. Such time shall count as hours worked for purposes of computing overtime pay.

In the event an employee on stand-by duty is called to return to work by Management, said employee shall be subject to the provisions of Article 5.11, Minimum Pay for Inspections in Off Duty-Hours, and shall not receive stand-by pay while receiving call back pay.

## **ARTICLE 5.13 REIMBURSEMENT FOR THEFT OF CASH OR LOST OR DAMAGED PROPERTY**

Any employee covered by this MOU who suffers a money loss due to a theft or an armed robbery or mugging while on duty shall be entitled to reimbursement from the City for an amount not to exceed \$250.00 (two hundred fifty dollars) provided that the employee, as soon as possible after the incident, has reported the theft to the law enforcement agency having jurisdiction and has provided Management with verification of such report.

Reimbursement for lost or damaged employee property shall be in accordance with the provisions of LAAC Sections 4.106.1 through 4.106.15.

## ARTICLE 5.14 ICC CERTIFICATION

- A. Employees who are employed in the classifications listed below who are certified by the following professional associations:

International Code Council (ICC);  
International Association of Plumbing and Mechanical Officials (IAPMO);  
National Fire Protection Association (NFPA);  
National Inspection Testing and Certification (NITC);

(any of the above professional associations which shall hereinafter be referred to as ICC or a successor organization as certified by Management) shall receive, in addition to all regular and premium compensation, pensionable salary at the second premium level rate (5.5%) above the step rate prescribed for the appropriate class: Building Inspector, Senior Building Inspector, Building Mechanical Inspector, Senior Building Mechanical Inspector, Electrical Inspector, Senior Electrical Inspector, Plumbing Inspector, Senior Plumbing Inspector, Heating and Refrigeration Inspector, Senior Heating and Refrigeration Inspector, Fire Sprinkler Inspector, Senior Fire Sprinkler Inspector, Housing Inspector and Senior Housing Inspector.

Employees in Public Works, LAWA, POLA, LADBS, and HCIDLA in the above mentioned inspector classifications shall be reimbursed for the examination fees required to obtain a valid certificate. Employees shall be reimbursed for successful completion of examination(s) upon presentation by the employee of a paid receipt for such fees and a valid certification to his/her appointing authority. The reimbursement shall occur within three (3) pay periods.

- B. Any Rehabilitation Construction Specialist, Code 1569, who is certified by ICC as a Building Inspector or as a Combination Building Inspector as of July 1, 1997, shall receive, in addition to all regular and premium compensation, pensionable salary at the second premium level rate above the step rate prescribed for the class.
1. Any Rehabilitation Construction Specialist, Code 1569, who is not ICC-certified as of July 1, 1997, and wishes to qualify for the bonus must take and successfully complete the ICC Combination Dwelling Inspector test.
  2. Any Rehabilitation Construction Specialist, Code 1569, who is certified by ICC as a Building Inspector as of July 1, 1997, shall receive the bonus for that certification only until such certification expires. Employees wishing to continue qualifying for the bonus must take and successfully complete the ICC Combination Dwelling Inspector test.
- C. Only a single bonus shall be allowed, notwithstanding multiple certifications. That bonus shall commence at the beginning of the payroll period following the date the

employee presents to the appointing authority evidence of ICC certification. Such bonus shall continue to be in effect as long as the employee maintains current certification.

- D. ICC certification shall be a mandatory job requirement in accordance with California State Law. Further, to the maximum extent possible, Management will assign duties appropriate to the classification of the individuals. However, nothing in this Article shall prevent Management from meeting workload needs or emergency situations on a temporary basis by assigning inspectors to work assignments not normally within their classification. When it becomes necessary to make such assignments, such assignments will be vacated by Management as soon as practical.
- E. Following initial certification, LADBS periodically will provide training and materials on updated Code requirements as necessary.

## **ARTICLE 5.15 COURT APPEARANCES**

### Section I

The following provisions will apply to all Street Services Investigators employed in the Department of Public Works, Bureau of Street Services.

When an employee is required to appear in Court for the County of Los Angeles outside of his/her normal duty hours, but on a matter arising within the scope of his/her employment, said employee shall be entitled to receive a minimum of one hour at 1 ½ times the employee's regular rate of pay, payable in six (6) minute increments. No compensation shall be paid for the first forty-five (45) minutes of the court's noon recess, provided, however, that no such compensation shall be allowed unless such employee is in actual attendance in court. Such compensation for court appearances may be in either time off or cash at the discretion of Management. Call back provisions are not applicable to court appearances.

### Section II

These provisions apply only for the payment of overtime for court appearances outside of the normal duty hours of employees. Call-back provisions are not applicable to court appearances.

#### A. Basic Compensation

An employee, at the employee's option, may report to court when subpoenaed or remain on call. If the employee elects to appear in court, the division supervisor must be notified, at the latest, one administrative day prior to the scheduled court appearance. If the employee wishes to remain on call, the employee must be able to appear in court not more than one hour after being notified that the employee's

appearance is required in court. To appear in court more than an hour after having been notified will void the employee's right to on-call compensation. An employee need not remain at home, but must be available for telephonic notification at a location where the supervisor knows the employee can be reached.

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

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

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

B. Multiple Cases

An off-duty employee who receives morning and afternoon subpoenas for separate cases on a court day shall receive overtime compensation as in Paragraph A.1. above. In addition, he/she shall receive hour-for-hour overtime compensation for each additional hour of actual court attendance in excess of two (2) hours.

C. Exceptions to the Two-Hour Minimum

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

appearance or on call status with the same noon recess provisions as outlined in Paragraph A.2. above.

## **ARTICLE 5.16 SALARY STEP ADVANCEMENT**

### **FULL-TIME EMPLOYEES**

Notwithstanding LAAC Section 4.92, subsections (a), (c), (d), and (f)(1), the following salary step advancement procedures, A through D shall apply to all employees who are appointed or promoted to classifications that are compensated on a salary range:

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

The first salary step advancement for an employee who has been initially appointed to City service or who has been appointed or assigned (through pay grade 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 as noted in Section C below and Article 5.1 (A), Salary Steps.

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

Each subsequent step advancement shall occur in accordance with Article 5.1 (A), Salary Steps.

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

Uncompensated absences of sixteen (16) days (128 hours for employees on a work schedule other than 5/40) or less during the two thousand eighty-hour (2,080) qualifying period and during each subsequent two thousand eighty-hour (2,080) 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 (2,080 hours) following an appointment or assignment shall be treated as one appointment or assignment for step advancement purposes.

## **ARTICLE 5.17      ACTING PAY**

### Section I - Definition

It is the intent of Management to avoid working an employee on an out-of-class assignment. An out-of-class assignment is defined as any assignment requiring substantial work in 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), which is not usually included within the scope of the duties and responsibilities as defined by the class specifications for the class to which the assigned employee's regular position is allocated.

### Section II - Waivers and Exceptions

- A. Nothing in this Section shall be construed as limiting Management's authority to make temporary assignments of qualified personnel during emergencies or unusual operating conditions. However, such assignments shall not be extended beyond the period of emergency or unusual operating conditions.
  
- B. Whenever an employee performs duties outside of the normal duties of his/her position for the purpose of training or providing experience, written confirmation of such performance will be placed in the employee's personnel file upon request by the employee. Management shall designate a knowledgeable person to supervise said training or experience.

### Section III - Rate of Pay

An employee temporarily assigned higher level duties under the provisions of Section II.A, will continue to receive the rate of pay for his/her regular classification and pay grade. Upon completion of a qualifying period of ten (10) consecutive working days during any ninety (90) calendar day period on such assignment, such employee shall become eligible for additional compensation. The higher compensation shall begin on the 11th working day of the assignment and shall continue thereafter for each day that the employee works in such assignment. Each such temporary assignment shall require completion of a new qualifying period each fiscal year, except when such assignment is either continuous or in the same City department, office or bureau.

Whenever management assigns an employee on a temporary basis to perform the duties of a vacant higher level position, such employee shall become eligible for additional compensation on the first day of said assignment.

The employee qualifying for additional compensation shall receive pensionable salary at the second premium level (5.5%) above the appropriate biweekly rate for his/her class for each day on duty in such assignment. In the event that said assignment exceeds one hundred eighty (180) consecutive calendar days, Management will initiate a request to

provide the higher level position authority, or initiate action to appoint a qualified employee to said position.

## **ARTICLE 5.18 STATE CERTIFICATION**

### Section I – CASp Certification

- A. Any Inspector, while employed by the LADBS or the HCID, possessing a valid and current Certified Access Specialist certification (CASp) shall be paid, in addition to all other regular and premium compensation, a pensionable salary of one hundred fifty dollars (\$150.00) per pay period.
- B. The employing department shall reimburse each Inspector who has paid for and is qualified to sit for the CASp certification examinations the cost of each of the exams and application fees upon passing.
- C. CASp certification is a requirement for the LADBS, in accordance with SB 1186. Management will have sole discretion in determining the number of CASp certified Inspectors necessary to meet the requirements of the department.

### Section II – QSP Certification

- A. Employees who are employed by POLA in the classification of Construction Inspector, Class Code 7291, or Senior Construction Inspector, Class Code 7294, and are certified by one of the following professional organizations:
  - Certified Professional in Storm Water Quality (CPSWQ);
  - Certified Erosion, Sediment and Storm Water Inspector (CESSWI);
  - Certified Inspector of Sediment and Erosion Control (CISEC)Any employee holding the above certifications (CPSWQ, CESSWI, and CISEC) must also hold a State of California Qualified Storm Water Pollution Prevention Practitioner (QSP) certification issued by California Storm Water Quality Association (CASQA), shall receive, in addition to all regular and premium compensation, a pensionable salary of one hundred dollars (\$100.00) per pay period.
- B. Employees who are employed by POLA shall be reimbursed for all fees associated with obtaining a certification from one of the above organizations upon the presentation by the employee of paid receipt for said fees and a valid certification to his/her appointing authority.
- C. QSP certification shall be a requirement for any person performing Storm Water Pollution Prevention Program (SWPPP) inspections, in accordance with state law

as ordered by the State Water Resource Control Board. Management will have sole discretion in determining the number of QSP certified inspectors necessary to meet the requirements of the department.

### Section III – Certified Competent Pressure Vessels Inspector

- A. Any employee, while employed by the LADBS, possessing a valid and current Certified Competent Pressure Vessels Inspector certification (CCPVI) issued by the California Department of Industrial Relations shall receive, in addition to all regular and premium compensation, pensionable one hundred fifty dollars (\$150.00) per pay period.
- B. The City shall reimburse each Inspector who has paid for and is qualified to sit for the CCPVI certification examinations the cost of the exam and the cost of the application upon passing.
- C. CCPVI certification is a requirement for the Safety Engineer Pressure Vessels and the Senior Safety Engineer Pressure Vessels, in accordance with Title 8 of the California Code of Regulations.

### Section IV – Certified Competent Conveyance Inspector

- A. Any employee, while employed by the LADBS, possessing a valid and current Certified Competent Conveyance Inspector certification (CCCI) issued by the California Department of Industrial Relations shall receive, in addition to all regular and premium compensation, pensionable \$150.00 per pay period.
- B. The City shall reimburse each Inspector who has paid for and is qualified to sit for the CCCI certification examinations the cost of the exam and the cost of the application upon passing.
- C. CCCI certification is a requirement for the Safety Engineer Elevator, Code 4263, and the Senior Safety Engineer Elevators, Code 4264, in accordance with Title 8 of the California Code of Regulations.

Following initial certification, LADBS will periodically provide training and materials on updated Code requirements as necessary.

### Section V – Authorized CAL/OSHA Construction Industry Outreach Trainer

Effective the first full pay period following Council adoption, any Inspector who presents proof of having completed the requirements for an Authorized CAL/OSHA Construction Industry Outreach Trainer, shall be paid in addition to all other compensation a pensionable salary of two hundred dollars (\$200.00) per pay period.

## Section VI – PC 832 Certification

Any bargaining unit member while employed by LADBS or HCIDLA who is authorized by the appointing authority to obtain and possess a valid PC 832 certificate shall receive, in addition to all other regular and premium compensation, a pensionable bonus of \$150.00 per pay period. The bonus shall commence at the beginning of the next payroll period following the date the employee presents proof of certification.

In the case where an employee was authorized by the appointing authority and obtained a valid PC 832 certificate prior to the adoption of this MOU, the bonus shall commence on the first day of the first full pay period after City Council adoption.

### **ARTICLE 5.19 STREET SERVICES CERTIFICATION**

Any Street Services Investigator, (Code 4283, 4285 – I/II/III), while employed by the Department of Public Works, Bureau of Street Services, possessing a valid and current PC 832 certificate shall be paid, in addition to all other regular and premium compensation, a pensionable salary of \$150.00 per pay period. Any Street Services Investigator, Code 4283, 4285 – I/II/III, possessing a valid and current Level III POST certificate shall be paid an additional pensionable salary of \$250.00 per pay period.

### **ARTICLE 5.20 VEHICLE MAINTENANCE AND EMERGENCY REPAIR**

All members who are regularly assigned as mileage employees shall be given up to 8 hours per calendar year to be used in minimum one-hour increments for the purpose of necessary vehicle maintenance and/or emergency repairs.

### **ARTICLE 5.21 ACCIDENTS ON CITY TIME**

When a mileage employee's vehicle is damaged during an accident on City work time and it is unsafe to continue use of their vehicle in the performance of their work, the employee shall be compensated for the remainder of their scheduled work shift.

### **ARTICLE 6.0 BENEFITS**

#### **ARTICLE 6.1 CIVILIAN MODIFIED FLEXIBLE BENEFITS PROGRAM (LAWELL)**

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

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

## Section I – Health Plans

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

Management agrees to contribute a monthly sum not to exceed the Kaiser family rate ("maximum monthly health care subsidy") per full-time employee toward the cost of a City-sponsored health plan for employees who are members of the Los Angeles City Employees' Retirement System (LACERS).

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

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

Effective January 1, 2018 employees shall pay ten percent (10%) of the City's monthly health care premium on a biweekly basis when the amount of their monthly health care premium for the health care plan in which they are enrolled is less than or equal to the amount of the City's maximum monthly health care subsidy. Effective January 1, 2020, the 10% contribution by Unit members described above shall be eliminated.

In the event that an employee is enrolled in a health care plan that has a monthly premium that exceeds the City's maximum monthly subsidy, then, effective January 1, 2018, such employees shall pay on a biweekly basis the total of the difference between the cost of their monthly health care premium and the City's maximum monthly health care subsidy, plus ten percent (10%) of the City's maximum monthly health care subsidy. Effective January 1, 2020, the 10% contribution by Unit members described above shall be eliminated.

Employees who transfer from full-time to half-time under the provisions of Article 6.10, Family and Medical Leave, shall continue to receive the same subsidy as full-time employees and shall be subject to any adjustments applied to that subsidy as provided in this Article.

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

## Section II - Dental Plans

The dental plans offered and benefits provided by those plans shall be those recommended by the City's Joint Labor-Management Benefits Committee and approved by the Los Angeles City Council and shall be 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 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.

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

## Section III - Definition of Dependent

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

## Section IV - General Provisions

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

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

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

## Section V - Subsidy During Family and Medical Leave

For employees who are on Family or Medical Leave, under the provisions of Article 6.10 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 6.10 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.

## **ARTICLE 6.2          RETIREMENT BENEFITS**

### **A.      Benefits**

Beginning November 8, 2009, all members of LACERS shall contribute by salary deduction to the Retirement Fund at the rate of 6% of the member's compensation earnable, of which 0.5% shall be the survivor portion.

Pursuant to the provisions of LAAC Section 4.1033(a)(9), commencing on July 1, 2011, and ending on June 30, 2026, or when the Early Retirement Incentive Package (ERIP) Cost Obligation is fully paid, whichever comes first, in lieu of contributing as provided in the paragraph above, all members of the Retirement System shall contribute by salary deduction to the Retirement Fund at the rate of 7% of the amount of the member's compensation earnable, of which 0.5% shall be the survivor contribution portion.

Effective July 1, 2011, all Unit members who are members of LACERS shall contribute an Employee Retiree Health Care Contribution of an additional four percent (4%) of their pre-tax compensation to defray a portion of the City's cost of providing retiree health insurance.

In exchange for the additional employee contributions, the maximum amount of the annual subsidy increase authorized under the LAAC will be vested. The LACERS Board of Administration may adjust the subsidy annually by no more than the increase in the Kaiser two-party rate or the medical trend inflation rate.

### **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 LACERS are affected shall be recommended to the Council by the CAO as affecting the membership of all employees in LACERS. Such modifications need not be included in the MOU in order to be considered appropriately negotiated.

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

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

### **ARTICLE 6.3      SICK LEAVE**

Management's practices with regard to sick leave benefits will be in accordance with Los Angeles Administrative Code Sections 4.126, 4.126.2, and 4.128, except as noted below.

Sick leave may be used for the following purposes: diagnosis, care, or treatment of a health condition of or preventive care for an employee or an employee's immediate family member, as provided in Article 6.4 (Family Illness) of this MOU.

1. Full-time employees entering City service shall begin accruing sick leave on the first day of employment. Such employees shall accrue one day (8 hours) of sick leave at the end of the first month of employment and shall accrue one additional day at the end of each subsequent month worked until January 1. Employees may use accrued sick leave beginning on the 90<sup>th</sup> calendar day of City employment. Beginning the subsequent January 1, employee shall be allowed twelve (12) working days' (96 hours) leave at full pay, five working days at 75% of full pay each calendar year, plus the days of sick leave accrued and accumulated as provided in this Article.

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.

2. Changes in an employee's rate of accrual resulting from a change in his/her bargaining unit shall be adjusted on the January 1 following such change.
3. Management's practices with regard to allowances for sick leave will continue during the term of this MOU. Such practices shall be in accordance with LAAC Sections 4.126, 4.126.2, and 4.128.

No sick leave at partial pay shall be allowed any employee unless and until all sick leave with full pay to which the employee is entitled shall have been used.

All sick leave shall be taken in whole hour increments.

### **PAYMENT FOR UNUSED SICK LEAVE**

Any unused balance of sick leave at full pay at the end of any calendar year shall be carried over and accumulated from one calendar year to the next to a maximum of one hundred (100) working days (800 hours), provided, however, that any sick leave at full pay remaining unused at the end of any calendar year, which if added to an employee's accumulated sick leave at full pay will exceed one hundred (100) working days (800

hours), shall, as soon as practicable after the end of each calendar year, be compensated for by cash payment of 50% of the salary rate current at the date of payment.

If an employee retires from the service of the City, or if an employee who is eligible to retire on or after July 1, 1996, dies prior to retirement, any balance of accumulated sick leave at full pay remaining unused at the date of retirement or death shall be compensated to the employee, or in the event of the death of the employee, to his/her legal beneficiaries, by cash payment at 50% of the employee's salary rate on the date of retirement or death.

Effective January 1, 1997, if an employee retires from the service of the City, or if an employee who is eligible to retire on or after January 1, 1997, dies prior to retirement, any balance of accumulated sick leave at 50% of full pay remaining unused at the date of retirement or death shall be compensated to the employee, or in the event of the death of the employee, to his/her legal beneficiaries, by cash payment at 25% of the employee's salary rate on the date of retirement or death.

The City Council may, by resolution, authorize cash payment to the legal beneficiaries of any City employee who, on or after January 1, 1990, is killed during the performance of job-related duties for the balance of the employee's accumulated full-pay sick leave at 100% of the employee's salary rate on the date of his/her death.

In no instance shall an employee or his/her beneficiaries be compensated more than once for accumulated full pay sick leave and 50% sick leave upon retirement or death.

Any unused balance of sick leave at 75% of full pay at the end of any calendar year shall be carried over and accumulated from one calendar year to the next to a maximum of 100 working days at 75% pay. All accrued sick leave at partial pay in excess of such maximum amount shall be deemed waived and lost.

## **PREVENTIVE MEDICINE**

Upon approval of the appointing authority, effective January 1, 2017, an employee may be allowed sick leave with full pay not to exceed an aggregate of forty (40) hours, in any one calendar year, but not less than one hour at any one time, which shall be included in the allowance of sick leave at full pay under this Article for the purpose of securing preventive medical, dental, optical or other like treatment or examination for the employee and for the members of the employees immediate family, as defined in Article 6.4.

### Leave for Pregnancy

Every full-time and half-time employee shall be entitled to use sick leave accrued pursuant to this Article if that employee is unable to work due to the employee's own pregnancy, childbirth, or related medical conditions.

## **ARTICLE 6.4      FAMILY ILLNESS**

Any employee who is absent from work by reason of the illness or injury of a member of his/her immediate family, and who has accrued unused sick leave shall, upon the approval of the appointing authority be allowed leave of absence will full pay for a maximum of fifteen (15) working days, or to a maximum of one hundred twenty (120) hours, in any one calendar year. Effective January 1, 2020, employees who have exhausted all their 100% sick time, may use their 75% sick time.

"Immediate family" shall include the father, mother, brother, sister, spouse, child, grandparents, grandchildren, stepparents, stepchildren, foster child, great-grandparents, great-grandchildren, 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.

Leave under this Article may be used for the adoption of a child.

## **ARTICLE 6.5      HOLIDAYS**

A. The following days shall be treated as holidays:

1. New Year's Day (January 1)
2. Martin Luther King Jr.'s Birthday (the third Monday in January)
3. President's Day (the third Monday in February)
4. Cesar E. Chavez' Birthday (the fourth 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. Indigenous Peoples' 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 with the concurrence of the City Council by resolution.
14. Two (2) unspecified holidays (floating holiday)

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

- C. When any holiday from 1 through 12 above falls on a Saturday, it shall be observed on the preceding Friday.
- D. Any holiday declared by proclamation of the Mayor shall not be deemed to advance the last scheduled working day before a holiday for purposes of computing any additional time off.
- E. Whenever a holiday from 1 through 12 above occurs during an employee's regularly scheduled workweek, eight (8) hours of paid leave shall be credited for the purpose of computing overtime pay for work performed after forty (40) hours.
- F. Whenever a holiday listed under 13 and/or 14 above occurs during an employee's regularly scheduled workweek, 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 FLSA non-exempt employee who works on any holiday listed above will receive eight (8) hours (or portion thereof as specified above in A.13) of holiday pay and one and one-half (1½) the hourly rate for all hours worked on the observed holiday; provided he/she has (1) worked his/her assigned shift immediately before and his/her assigned shift immediately after the holiday, or, (2) 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 (1) hour for each hour worked. Employees shall not receive both overtime and holiday premium pay for the same hours.
- I. An employee who works in excess of: eight (8) hours on any holiday listed from 1 through 12 above, or works in excess of any day or portion thereof declared to be a holiday by proclamation of the Mayor, shall be paid at the appropriate holiday premium pay rate for his/her class. Employees shall not receive both overtime and holiday premium pay for the same hours.
- J. For each holiday listed above which results in time off with pay for employees working a Monday through Friday workweek, employees who are scheduled to work other than the Monday through Friday workweek shall be entitled to such day off with pay or shall be compensated in accordance with all pertinent provisions of 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 of the holiday.

- K. Management shall have the sole authority and responsibility to determine whether the compensation for any holiday worked shall be in cash or paid leave time off.
- L. The Unspecified Holidays shall be taken in accordance with the following requirements:
1. The holidays must be taken in full normal working day increments of eight (8) hours within the calendar year in which they are credited or they will be forfeited. The request for such time off, if timely submitted by the employee, will be promptly approved by Management subject to the operating needs of the employee's department, office or bureau. If an unforeseen operating requirement prevents the employee from taking such previously approved holiday, Management will reschedule the holiday so that it may be taken on some other reasonably satisfactory date within the calendar year.
  2. Any break in service (i.e., resignation, discharge, retirement, etc.) prior to taking the holidays shall forfeit any right thereto.
  3. The holidays shall not be utilized to extend the date of any layoff.
  4. An employee shall be entitled to unspecified holidays when he/she has completed six months of service.
  5. Employees who work in intermittent, on-call, vacation relief, or seasonal positions shall not be entitled to unspecified holidays.
  6. No employee shall receive more than two (2) unspecified holidays each calendar year

**ARTICLE 6.6 VACATIONS**

Each employee shall be entitled to the following number of vacation days with full pay, based on the number of years of City service completed, accrued and credited at the rates indicated, subject to deductions for absences as provided in LAAC Section 4.246:

No. of Service Years	Monthly Accrual	Base Annual Vacation		Additional Vacation		Total Annual Vacation		Maximum Vacation Hours		Maximum Vacation Hours as of 9/1/19		End of...	Lump Sum
	Hrs:Mins	Hrs	Days	Hrs	Days	Hrs	Days	Hrs	Days	Hrs	Days		Hrs:Mins
1 – 4	7:20	88	11	0	0	88	11	176	22	264	33	1 <sup>st</sup> year	88:00
5 – 12	11:20	136	17	0	0	136	17	272	34	408	51	5 <sup>th</sup> year	55:20
13	11:20	136	18	8	1	144	18	288	36	432	54	13 <sup>th</sup> year	19:20
14	11:20	136	19	16	2	152	19	304	38	456	57	14 <sup>th</sup> year	27:20
15	11:20	136	20	24	3	160	20	320	40	480	60	15 <sup>th</sup> year	35:20
16	11:20	136	21	32	4	168	21	336	42	504	63	16 <sup>th</sup> year	43:20

No. of Service Years	Monthly Accrual	Base Annual Vacation		Additional Vacation		Total Annual Vacation		Maximum Vacation Hours		Maximum Vacation Hours as of 9/1/19		End of...	Lump Sum
17	14:40	176	22	40	5	176	22	352	44	528	66	17 <sup>th</sup> year	54:40
18	14:40	176	22	8	1	184	23	368	46	552	69	18 <sup>th</sup> year	22:40
19 – 24	16:00	192	24	16	2	192	24	384	48	576	72	19 <sup>th</sup> year	32:00
25+	16:40	200	25	8	1	200	25	400	50	600	75	25 <sup>th</sup> year	24:40

### **Accumulation of Vacation Time**

Effective September 1, 2019, notwithstanding LAAC, Section 4.254, employees shall be permitted to accumulate vacation time not to exceed three (3) annual vacation allotment periods and no vacation hours shall be permitted to accrue in excess of the maximum three (3) annual vacation allotment periods.

Utilization of vacation time must have the approval of the appointing authority.

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

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

## **ARTICLE 6.7 VACATION SCHEDULES**

Vacations will be scheduled as far in advance as possible. Consideration shall be given to the efficient operation of the department, office or bureau; the desires of the employees; and seniority in class of the employees represented herein.

## **ARTICLE 6.8 BEREAVEMENT LEAVE**

An employee who is absent from work by reason of the death of a member of his/her immediate family shall, upon the approval of the appointing authority or the agent thereof designated to determine such matters, be allowed a leave of absence with full pay for a maximum of three (3) working days for each occurrence of a death in the employee's immediate family. Such employees shall furnish a death certificate or other satisfactory proof of the death to justify the absence. "Immediate family" shall include father, father-in-law, mother, mother-in-law, brother, sister, spouse, child, grandfather, grandmother, stepparents, stepchildren, grandchildren, any relative who resided in the employee's

household, and the domestic partner of an employee. For the purpose of this Article, simultaneous, multiple family deaths will be considered as one occurrence.

Bereavement Leave may be taken during a period of up to three hundred seventy (370) calendar days after the occurrence.

Any employee claiming a domestic partner for purposes of this Article shall complete a confidential affidavit to be filed in the Employee Benefits Office, Personnel Department, which shall be signed by the City employee only, declaring the existence of a domestic partnership with a named domestic partner.

In addition to the bereavement leave granted under the 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 one thousand five hundred (1,500) miles one way, as calculated by the Auto 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 6.9        PERSONAL LEAVE**

Each unit member shall, in addition to all other compensatory time, receive sixteen (16) hours per calendar year as personal leave. Personal leave is defined as any event requiring a member's immediate attention. Personal leave shall only be taken in the calendar year in which it is credited and, if not taken, such time shall be deemed waived and lost. Personal leave may be taken in four-hour increments. No employee shall be entitled to personal leave until after completion of six months of satisfactory service. Under no circumstances shall such time be compensated in cash upon separating from City service, retirement, transfer to another bargaining unit or any other reason.

#### **ARTICLE 6.10      FAMILY AND MEDICAL LEAVE**

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

During the term of this MOU, up to four (4) months (nine [9] pay periods [720 hours]) 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, 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 [720 hours]) during a twelve (12) month period, regardless of the number of incidents. A twelve (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 twelve (12) month period.

## II. Definitions

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

## III. Eligibility

- A. The provisions of this Article shall apply to all employees in this Unit in all City departments who have been employed by the City for at least twelve (12) months and who have worked at least one thousand forty (1,040) hours during the twelve (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[720 hours]) of leave if disabled due to pregnancy.

- B. Parents (including those who are domestic partners) who both work for the City may each individually take leave under the provisions of this Article at the same time to care for a new child by birth or adoption, or foster care of a child.

Spouses or 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 sick parent, however, the aggregate period of time to which both are entitled is limited to the time allowed for only one employee.

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

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

#### **IV. Conditions**

- A. The start of a leave for a pregnant employee shall be:
  - 1. During or after the employee's pregnancy where there is no disability, at the employee's discretion; or
  - 2. At the beginning of the employee's pregnancy-related disability that a doctor certifies as necessary.
- B. The start of a family leave for adoption shall begin on a date reasonably close to the date the child is placed in the custody of the employee. Leave for adoption or foster care of a child may also be granted prior to placement if an absence from work is required.
- C. The start of a family leave for a serious health condition of a family member shall begin on the date requested by the employee.
- D. The start of a leave for the employee's own serious health condition shall begin on the date requested by the employee.
- E. A serious health condition is defined as an illness, injury, impairment, or physical or mental condition that involves:
  - 1. Any period of Incapacity or treatment connected with inpatient care in a hospital, hospice, or residential medical care facility; or

2. A period of incapacity requiring an absence of greater than three (3) calendar days involving continuing treatment by or under the supervision of a health care provider; or
  3. Any period of incapacity (or treatment resulting there from) 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 there from) by, or on referral by, a health care provider for a condition that likely would result in incapacity or more than three (3) consecutive days if left untreated; or
  6. Any period of incapacity due to pregnancy or for prenatal care.
- F. All leave granted under this Article shall normally be for a continuous period of time for each incident.

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

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

- G. If any employee requires another leave for a separate incident under the provisions of this Article during the same twelve (12) month period, a new request must be submitted.
- H. In accordance with Pregnancy Disability Leave under the California FEHA, pregnant employees who are disabled due to pregnancy, child birth, or related medical conditions are eligible for up to four (4) months (nine [9] pay periods [720 hours]) of leave with medical certification certifying the employee as unable to work due to a pregnancy-related condition. Pregnancy Disability Leave under the FEHA may be taken before or after the birth of the child. Pregnancy leave under the federal Family and Medical

Leave Act shall run concurrently with Pregnancy Disability Leave under the FEHA, and must be concluded within one year of the child's birth.

Employees (each parent individually) are also eligible for family leave ("bonding") under the California Family Rights Act, which shall be limited to four (4) months (nine [9] pay periods [720 hours]) and must be concluded within one year of the child's birth. (The administration of such leave shall be in accordance with Section III, B. of this Article.)

- I. A personal leave beyond the four (4) month (nine [9] pay periods [720 hours]) leave provided in this Article may be requested, subject to the approval of the appointing authority and, if required, the Personnel Department, as provided under other City leave provisions.
- J. An employee receiving Workers' Compensation benefits (either IOD or the rate provided in Division IV of the California Labor Code) who meets the eligibility requirements in III. A. of this Article shall automatically be considered to be on family and medical leave, effective the first day of the employee's absence.
- K. Management has the right to verify the certification of a serious health condition by a health care provider for a leave under the provisions of this Article. Management shall allow the employee at least fifteen (15) calendar days to obtain the medical certification.
- L. Upon return from family or medical leave, an employee shall be returned to his/her original job or to an equivalent job.

## **V. Notice Requirements**

### **A. Employee**

When an employee requests family or medical leave, he/she must state the reason for the requested leave (e.g., childbirth, to care for an immediate family member with a serious health condition, etc.). When the necessity for a leave is foreseeable, the employee must provide at least thirty (30) days' notice. However, if the leave must begin in less than thirty (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 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% or 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 period [720 hours]) family or medical leave entitlement. Therefore, any use of FLSA compensatory time off under this Section shall extend the employee's family or medical leave by the total amount of FLSA compensatory time off used.

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

1. Annual family illness sick leave up to twelve (12) days may be used at the employee's discretion. Such leave may be taken before or after the vacation described in 2 below.

2. Accrued vacation available at the start of the leave shall be taken. Such time must be used prior to the use of time under 3, 4, 5 and 6 below.
3. Accrued 100% sick leave. The use of sick leave under this subsection is at the employee's discretion.
4. Accrued 75% sick leave following use of all 100% sick leave. The use of sick leave under this subsection is at the employee's discretion.
5. Unpaid leave.
6. Accrued compensatory time off may be used at the employee's discretion, with Management approval, after exhaustion of 100% sick leave (No. 3 above). However, FLSA compensatory time off shall not be counted against the employee's four (4) month (nine [9] pay period [720 hours]) 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 period [720 hours]) family or medical leave entitlement. Therefore, any use of FLSA compensatory time off under this Section shall extend the employee's family or medical leave by the total amount of FLSA compensatory time off used.

## **VII. Sick Leave Rate of Pay**

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

## **VIII. Monitoring**

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

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

## **ARTICLE 6.11 DISABILITY INSURANCE PLAN**

During the term of this MOU, Management agrees to maintain a Disability Insurance Plan for active employees who are members of the Los Angeles City Employees' Retirement System, 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.

Enrollment in the Disability Insurance Plan is at the discretion of each employee. The full cost of the premiums shall be paid by the individual employees who enroll in the plan.

## **ARTICLE 6.12 EMPLOYEE ASSISTANCE PROGRAM**

Management will expend for active 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.

Information on the current EAP provider is available through the Personnel Department, Employee Benefits Division at (213) 978-1655 or at <http://perlacity.org/bens/index.html>.

## **ARTICLE 6.13 WORKERS' COMPENSATION**

The City shall provide Workers' Compensation benefits in accordance with LAAC Section 4.104. 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.

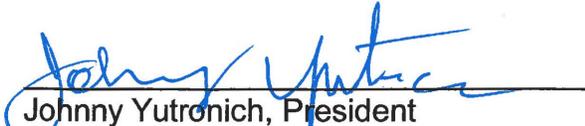
**ARTICLE 6.14      DEATH IN THE LINE OF DUTY**

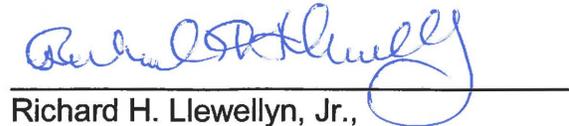
The City shall provide a funeral expense benefit of ten thousand dollars (\$10,000) to the heirs of any employee who is killed in the line of duty, subject to the same eligibility requirements as the health subsidy continuation.

**IN WITNESS WHEREOF**, the parties hereto have caused their duly authorized representative to execute this MOU the day, month and year as indicated.

**FOR THE UNION:**

**FOR THE CITY:**

  
\_\_\_\_\_  
Johnny Yutronich, President  
MCIA

  
\_\_\_\_\_  
Richard H. Llewellyn, Jr.,  
City Administrative Officer

11-13-19  
Date

11/22/19  
Date

**Approved as to Form and Legality:**

  
\_\_\_\_\_  
Office of the City Attorney

11/21/19  
Date

## SALARY NOTES

- Note 1:** Senior Inspectors who are regularly assigned to manage a LADBS Satellite Office serving a Council district or portion thereof and who are responsible for the day-to-day office operations related to inspection of new construction and/or the handling of complaints shall receive pensionable salary at one premium level (2.75%) rate above the appropriate step rate of the salary range for the class.
- Note 2:** The following salary tables (Appendices A - F) are exclusive of the one time negotiated 2.75% salary adjustment which became effective January 1st of 2010. The incumbents who received the January 1, 2010, salary adjustment who had been on the then top or 5<sup>th</sup> step of their salary range for a minimum of one year shall continue to receive said adjustment in addition to the salaries listed in the following salary range appendices during the period of this MOU as long as they remain active employees. If a qualifying employee leaves employment of a classification covered by this MOU, by transfer, promotion, or termination, the 2.75% additional compensation shall be lost and not restored under any circumstances. The January 1, 2010, special adjustments shall continue to be identified and added to the ranges specified in the following appendices for those employees that qualified for the special adjustment as of January 1, 2010, through the term of this MOU so long as the employee remains without interruption in a classification covered by this MOU.
- Note 3:** One person employed in the class of Senior Street Services Investigator II or III, Codes 4285-2/3 who is regularly assigned to the Transportation Construction Traffic Management Committee (TCTMC) shall receive salary at the second premium level rate above the appropriate step rate of the salary range for the position.
- Note 4:** Any Inspector or Sr. Inspector not employed by LAWA but assigned to LAWA projects at LAWA, after two full pay periods in the assignment, shall receive additional pensionable compensation of four premium levels. This additional compensation shall cease upon completion of or reassignment from LAWA projects.

**MOU 05**  
**Appendix A**  
**Operative on June 23, 2019**

CLASS CODE	TITLE	RANGE	ANNUAL COMPENSATION				
			STARTING		MAXIMUM		
			STEP	SALARY	STEP	SALARY	
4208-1	Assistant Inspector I	1873	10	\$ 49,903	--	15	\$ 57,169
4208-2	Assistant Inspector II	2105	10	\$ 56,104	--	15	\$ 64,268
4208-3	Assistant Inspector III	2420	10	\$ 64,498	--	15	\$ 73,873
4208-4	Assistant Inspector IV	2723	10	\$ 72,578	--	15	\$ 83,123
4211-0	Building Inspector	3358	8	\$ 84,793	--	15	\$ 102,520
4251-0	Building Mechanical Inspector	3358	8	\$ 84,793	--	15	\$ 102,520
7291-0	Construction Inspector	3358	8	\$ 84,793	--	15	\$ 102,520
7291-A	Construction Inspector - Airport	3726	1	\$ 77,798	--	15	\$ 113,733
4221-0	Electrical Inspector	3358	8	\$ 84,793	--	15	\$ 102,520
4265-0	Equipment Safety Investigator	3358	8	\$ 84,793	--	15	\$ 102,520
4240-0	Fire Sprinkler Inspector	3358	8	\$ 84,793	--	15	\$ 102,520
4245-0	Heating & Refrigeration Inspector	3358	8	\$ 84,793	--	15	\$ 102,520
4243-0	Housing Inspector	3358	8	\$ 84,793	--	15	\$ 102,520
4231-0	Plumbing Inspector	3358	8	\$ 84,793	--	15	\$ 102,520
1569-1	Rehabilitation Construction Specialist I	3456	8	\$ 87,257	--	15	\$ 105,506
1569-2	Rehabilitation Construction Specialist II	4048	1	\$ 84,522	--	15	\$ 123,588
1569-3	Rehabilitation Construction Specialist III	4277	1	\$ 89,303	--	15	\$ 130,562
4263-0	Safety Engineer Elevators	3726	8	\$ 94,085	--	15	\$ 113,733
4261-0	Safety Engineer Pressure Vessels	3726	8	\$ 94,085	--	15	\$ 113,733
4213-0	Senior Building Inspector	3726	8	\$ 94,085	--	15	\$ 113,733
4253-0	Senior Building Mechanical Inspector	3726	8	\$ 94,085	--	15	\$ 113,733
7294-0	Senior Construction Inspector	3738	8	\$ 94,356	--	15	\$ 114,088
7294-A	Senior Construction Inspector - Airport	4178	1	\$ 87,236	--	15	\$ 127,555
4223-0	Senior Electrical Inspector	3726	8	\$ 94,085	--	15	\$ 113,733
4242-0	Senior Fire Sprinkler Inspector	3726	8	\$ 94,085	--	15	\$ 113,733
4247-0	Senior Heating & Refrigeration Inspector	3726	8	\$ 94,085	--	15	\$ 113,733
4244-0	Senior Housing Inspector	3726	8	\$ 94,085	--	15	\$ 113,733
4233-0	Senior Plumbing Inspector	3726	8	\$ 94,085	--	15	\$ 113,733
4264-0	Senior Safety Engineer Elevators	4155	1	\$ 86,756	--	15	\$ 126,866
4262-0	Senior Safety Engineer Pressure Vessels	4155	1	\$ 86,756	--	15	\$ 126,866
4285-1	Senior Street Services Investigator I	3429	1	\$ 71,597	--	15	\$ 104,692
4285-2	Senior Street Services Investigator II	3738	1	\$ 78,049	--	15	\$ 114,088
4285-3	Senior Street Services Investigator III	4048	1	\$ 84,522	--	15	\$ 123,588
4283-0	Street Services Investigator	3358	1	\$ 70,115	--	15	\$ 102,520
4205-0	Vehicle Nuisance Inspector	2287	1	\$ 47,752	--	15	\$ 69,822

**MOU 05**  
**Appendix B**  
**Operative on July 7, 2019**

CLASS CODE	TITLE	RANGE	ANNUAL COMPENSATION				
			STARTING		MAXIMUM		
			STEP	SALARY	STEP	SALARY	
4208-1	Assistant Inspector I	1823	10	\$ 54,141	--	12	\$ 57,169
4208-2	Assistant Inspector II	2050	10	\$ 60,886	--	12	\$ 64,268
4208-3	Assistant Inspector III	2355	10	\$ 69,968	--	12	\$ 73,873
4208-4	Assistant Inspector IV	2649	10	\$ 78,738	--	12	\$ 83,144
4211-0	Building Inspector	3271	8	\$ 92,059	--	12	\$ 102,625
4251-0	Building Mechanical Inspector	3271	8	\$ 92,059	--	12	\$ 102,625
7291-0	Construction Inspector	3271	8	\$ 92,059	--	12	\$ 102,625
7291-A	Construction Inspector - Airport	3627	8	\$ 102,040	--	12	\$ 113,733
4221-0	Electrical Inspector	3271	8	\$ 92,059	--	12	\$ 102,625
4265-0	Equipment Safety Investigator	3271	8	\$ 92,059	--	12	\$ 102,625
4240-0	Fire Sprinkler Inspector	3271	8	\$ 92,059	--	12	\$ 102,625
4245-0	Heating & Refrigeration Inspector	3271	8	\$ 92,059	--	12	\$ 102,625
4243-0	Housing Inspector	3271	8	\$ 92,059	--	12	\$ 102,625
4231-0	Plumbing Inspector	3271	8	\$ 92,059	--	12	\$ 102,625
1569-1	Rehabilitation Construction Specialist I	3363	8	\$ 94,649	--	12	\$ 105,506
1569-2	Rehabilitation Construction Specialist II	3940	2	\$ 84,522	--	12	\$ 123,588
1569-3	Rehabilitation Construction Specialist III	4164	2	\$ 89,345	--	12	\$ 130,562
4263-0	Safety Engineer Elevators	3826	10	\$ 113,670	--	12	\$ 119,997
4261-0	Safety Engineer Pressure Vessels	3627	8	\$ 102,040	--	12	\$ 113,733
4213-0	Senior Building Inspector	3627	8	\$ 102,040	--	12	\$ 113,733
4253-0	Senior Building Mechanical Inspector	3627	8	\$ 102,040	--	12	\$ 113,733
7294-0	Senior Construction Inspector	3637	8	\$ 102,353	--	12	\$ 114,088
7294-A	Senior Construction Inspector - Airport	4067	2	\$ 87,257	--	12	\$ 127,576
4223-0	Senior Electrical Inspector	3627	8	\$ 102,040	--	12	\$ 113,733
4242-0	Senior Fire Sprinkler Inspector	3627	8	\$ 102,040	--	12	\$ 113,733
4247-0	Senior Heating & Refrigeration Inspector	3627	8	\$ 102,040	--	12	\$ 113,733
4244-0	Senior Housing Inspector	3627	8	\$ 102,040	--	12	\$ 113,733
4233-0	Senior Plumbing Inspector	3627	8	\$ 102,040	--	12	\$ 113,733
4264-0	Senior Safety Engineer Elevators	4495	2	\$ 96,444	--	12	\$ 141,002
4262-0	Senior Safety Engineer Pressure Vessels	4045	2	\$ 86,777	--	12	\$ 126,866
4285-1	Senior Street Services Investigator I	3339	2	\$ 71,639	--	12	\$ 104,734
4285-2	Senior Street Services Investigator II	3637	2	\$ 78,028	--	12	\$ 114,088
4285-3	Senior Street Services Investigator III	3940	2	\$ 84,522	--	12	\$ 123,588
4283-0	Street Services Investigator	3271	2	\$ 70,177	--	12	\$ 102,625
4205-0	Vehicle Nuisance Inspector	2227	2	\$ 47,773	--	12	\$ 69,843

**MOU 05**  
**Appendix C**  
**Operative on January 19, 2020**

CLASS CODE	TITLE	RANGE	ANNUAL COMPENSATION				
			STARTING		MAXIMUM		
			STEP	SALARY	STEP	SALARY	
4208-1	Assistant Inspector I	1859	10	\$ 55,248	--	12	\$ 58,338
4208-2	Assistant Inspector II	2090	10	\$ 62,118	--	12	\$ 65,563
4208-3	Assistant Inspector III	2403	10	\$ 71,367	--	12	\$ 75,376
4208-4	Assistant Inspector IV	2704	10	\$ 80,325	--	12	\$ 84,814
4211-0	Building Inspector	3338	8	\$ 93,897	--	12	\$ 104,671
4251-0	Building Mechanical Inspector	3338	8	\$ 93,897	--	12	\$ 104,671
7291-0	Construction Inspector	3338	8	\$ 93,897	--	12	\$ 104,671
7291-A	Construction Inspector - Airport	3698	8	\$ 104,065	--	12	\$ 116,009
4221-0	Electrical Inspector	3338	8	\$ 93,897	--	12	\$ 104,671
4265-0	Equipment Safety Investigator	3338	8	\$ 93,897	--	12	\$ 104,671
4240-0	Fire Sprinkler Inspector	3338	8	\$ 93,897	--	12	\$ 104,671
4245-0	Heating & Refrigeration Inspector	3338	8	\$ 93,897	--	12	\$ 104,671
4243-0	Housing Inspector	3338	8	\$ 93,897	--	12	\$ 104,671
4231-0	Plumbing Inspector	3338	8	\$ 93,897	--	12	\$ 104,671
1569-1	Rehabilitation Construction Specialist I	3431	8	\$ 96,549	--	12	\$ 107,615
1569-2	Rehabilitation Construction Specialist II	4018	2	\$ 86,192	--	12	\$ 126,052
1569-3	Rehabilitation Construction Specialist III	4245	2	\$ 91,078	--	12	\$ 133,193
4263-0	Safety Engineer Elevators	3902	10	\$ 115,946	--	12	\$ 122,398
4261-0	Safety Engineer Pressure Vessels	3698	8	\$ 104,065	--	12	\$ 116,009
4213-0	Senior Building Inspector	3698	8	\$ 104,065	--	12	\$ 116,009
4253-0	Senior Building Mechanical Inspector	3698	8	\$ 104,065	--	12	\$ 116,009
7294-0	Senior Construction Inspector	3711	8	\$ 104,420	--	12	\$ 116,364
7294-A	Senior Construction Inspector - Airport	4150	2	\$ 89,032	--	12	\$ 130,124
4223-0	Senior Electrical Inspector	3698	8	\$ 104,065	--	12	\$ 116,009
4242-0	Senior Fire Sprinkler Inspector	3698	8	\$ 104,065	--	12	\$ 116,009
4247-0	Senior Heating & Refrigeration Inspector	3698	8	\$ 104,065	--	12	\$ 116,009
4244-0	Senior Housing Inspector	3698	8	\$ 104,065	--	12	\$ 116,009
4233-0	Senior Plumbing Inspector	3698	8	\$ 104,065	--	12	\$ 116,009
4264-0	Senior Safety Engineer Elevators	4585	2	\$ 98,365	--	12	\$ 143,821
4262-0	Senior Safety Engineer Pressure Vessels	4125	2	\$ 88,489	--	12	\$ 129,414
4285-1	Senior Street Services Investigator I	3406	2	\$ 73,080	--	12	\$ 106,822
4285-2	Senior Street Services Investigator II	3711	2	\$ 79,615	--	12	\$ 116,364
4285-3	Senior Street Services Investigator III	4018	2	\$ 86,192	--	12	\$ 126,052
4283-0	Street Services Investigator	3338	2	\$ 71,618	--	12	\$ 104,671
4205-0	Vehicle Nuisance Inspector	2272	2	\$ 48,733	--	12	\$ 71,242

**MOU 05**  
**Appendix D**  
**Operative on July 5, 2020**

CLASS CODE	TITLE	RANGE	ANNUAL COMPENSATION				
			STARTING		MAXIMUM		
			STEP	SALARY	STEP	SALARY	
4208-1	Assistant Inspector I	1911	10	\$ 56,793	--	12	\$ 59,967
4208-2	Assistant Inspector II	2148	10	\$ 63,809	--	12	\$ 67,358
4208-3	Assistant Inspector III	2469	10	\$ 73,351	--	12	\$ 77,443
4208-4	Assistant Inspector IV	2779	10	\$ 82,580	--	12	\$ 87,194
4211-0	Building Inspector	3429	8	\$ 96,507	--	12	\$ 107,573
4251-0	Building Mechanical Inspector	3429	8	\$ 96,507	--	12	\$ 107,573
7291-0	Construction Inspector	3429	8	\$ 96,507	--	12	\$ 107,573
7291-A	Construction Inspector - Airport	3801	8	\$ 106,947	--	12	\$ 119,203
4221-0	Electrical Inspector	3429	8	\$ 96,507	--	12	\$ 107,573
4265-0	Equipment Safety Investigator	3429	8	\$ 96,507	--	12	\$ 107,573
4240-0	Fire Sprinkler Inspector	3429	8	\$ 96,507	--	12	\$ 107,573
4245-0	Heating & Refrigeration Inspector	3429	8	\$ 96,507	--	12	\$ 107,573
4243-0	Housing Inspector	3429	8	\$ 96,507	--	12	\$ 107,573
4231-0	Plumbing Inspector	3429	8	\$ 96,507	--	12	\$ 107,573
1569-1	Rehabilitation Construction Specialist I	3525	8	\$ 99,200	--	12	\$ 110,580
1569-2	Rehabilitation Construction Specialist II	4129	2	\$ 88,593	--	12	\$ 129,518
1569-3	Rehabilitation Construction Specialist III	4364	2	\$ 93,625	--	12	\$ 136,847
4263-0	Safety Engineer Elevators	4009	10	\$ 119,120	--	12	\$ 125,760
4261-0	Safety Engineer Pressure Vessels	3801	8	\$ 106,947	--	12	\$ 119,203
4213-0	Senior Building Inspector	3801	8	\$ 106,947	--	12	\$ 119,203
4253-0	Senior Building Mechanical Inspector	3801	8	\$ 106,947	--	12	\$ 119,203
7294-0	Senior Construction Inspector	3812	8	\$ 107,281	--	12	\$ 119,558
7294-A	Senior Construction Inspector - Airport	4262	2	\$ 91,433	--	12	\$ 133,694
4223-0	Senior Electrical Inspector	3801	8	\$ 106,947	--	12	\$ 119,203
4242-0	Senior Fire Sprinkler Inspector	3801	8	\$ 106,947	--	12	\$ 119,203
4247-0	Senior Heating & Refrigeration Inspector	3801	8	\$ 106,947	--	12	\$ 119,203
4244-0	Senior Housing Inspector	3801	8	\$ 106,947	--	12	\$ 119,203
4233-0	Senior Plumbing Inspector	3801	8	\$ 106,947	--	12	\$ 119,203
4264-0	Senior Safety Engineer Elevators	4711	2	\$ 101,080	--	12	\$ 147,767
4262-0	Senior Safety Engineer Pressure Vessels	4240	2	\$ 90,974	--	12	\$ 132,984
4285-1	Senior Street Services Investigator I	3500	2	\$ 75,084	--	12	\$ 109,787
4285-2	Senior Street Services Investigator II	3812	2	\$ 81,786	--	12	\$ 119,558
4285-3	Senior Street Services Investigator III	4129	2	\$ 88,593	--	12	\$ 129,518
4283-0	Street Services Investigator	3429	2	\$ 73,560	--	12	\$ 107,573
4205-0	Vehicle Nuisance Inspector	2334	2	\$ 50,070	--	12	\$ 73,205

**MOU 05**  
**Appendix E**  
**Operative on July 4, 2021**

CLASS CODE	TITLE	RANGE	ANNUAL COMPENSATION				
			STARTING		MAXIMUM		
			STEP	SALARY	STEP	SALARY	
4208-1	Assistant Inspector I	1949	10	\$ 57,921	--	12	\$ 61,157
4208-2	Assistant Inspector II	2191	10	\$ 65,082	--	12	\$ 68,716
4208-3	Assistant Inspector III	2520	10	\$ 74,875	--	12	\$ 79,051
4208-4	Assistant Inspector IV	2837	10	\$ 84,250	--	12	\$ 88,948
4211-0	Building Inspector	3499	8	\$ 98,449	--	12	\$ 109,745
4251-0	Building Mechanical Inspector	3499	8	\$ 98,449	--	12	\$ 109,745
7291-0	Construction Inspector	3499	8	\$ 98,449	--	12	\$ 109,745
7291-A	Construction Inspector - Airport	3877	8	\$ 109,098	--	12	\$ 121,605
4221-0	Electrical Inspector	3499	8	\$ 98,449	--	12	\$ 109,745
4265-0	Equipment Safety Investigator	3499	8	\$ 98,449	--	12	\$ 109,745
4240-0	Fire Sprinkler Inspector	3499	8	\$ 98,449	--	12	\$ 109,745
4245-0	Heating & Refrigeration Inspector	3499	8	\$ 98,449	--	12	\$ 109,745
4243-0	Housing Inspector	3499	8	\$ 98,449	--	12	\$ 109,745
4231-0	Plumbing Inspector	3499	8	\$ 98,449	--	12	\$ 109,745
1569-1	Rehabilitation Construction Specialist I	3596	8	\$ 101,184	--	12	\$ 112,793
1569-2	Rehabilitation Construction Specialist II	4212	2	\$ 90,368	--	12	\$ 132,107
1569-3	Rehabilitation Construction Specialist III	4450	2	\$ 95,463	--	12	\$ 139,582
4263-0	Safety Engineer Elevators	4090	10	\$ 121,500	--	12	\$ 128,265
4261-0	Safety Engineer Pressure Vessels	3877	8	\$ 109,098	--	12	\$ 121,605
4213-0	Senior Building Inspector	3877	8	\$ 109,098	--	12	\$ 121,605
4253-0	Senior Building Mechanical Inspector	3877	8	\$ 109,098	--	12	\$ 121,605
7294-0	Senior Construction Inspector	3889	8	\$ 109,432	--	12	\$ 121,960
7294-A	Senior Construction Inspector - Airport	4348	2	\$ 93,291	--	12	\$ 136,367
4223-0	Senior Electrical Inspector	3877	8	\$ 109,098	--	12	\$ 121,605
4242-0	Senior Fire Sprinkler Inspector	3877	8	\$ 109,098	--	12	\$ 121,605
4247-0	Senior Heating & Refrigeration Inspector	3877	8	\$ 109,098	--	12	\$ 121,605
4244-0	Senior Housing Inspector	3877	8	\$ 109,098	--	12	\$ 121,605
4233-0	Senior Plumbing Inspector	3877	8	\$ 109,098	--	12	\$ 121,605
4264-0	Senior Safety Engineer Elevators	4806	2	\$ 103,105	--	12	\$ 150,732
4262-0	Senior Safety Engineer Pressure Vessels	4324	2	\$ 92,769	--	12	\$ 135,657
4285-1	Senior Street Services Investigator I	3570	2	\$ 76,587	--	12	\$ 111,979
4285-2	Senior Street Services Investigator II	3889	2	\$ 83,436	--	12	\$ 121,960
4285-3	Senior Street Services Investigator III	4212	2	\$ 90,368	--	12	\$ 132,107
4283-0	Street Services Investigator	3499	2	\$ 75,063	--	12	\$ 109,745
4205-0	Vehicle Nuisance Inspector	2380	2	\$ 51,051	--	12	\$ 74,666

**MOU 05**  
**Appendix F**  
**Operative on June 19, 2022**

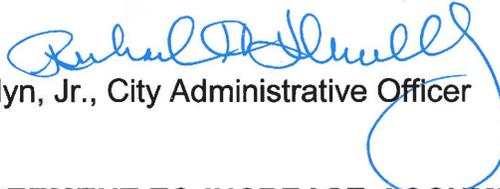
CLASS CODE	TITLE	RANGE	ANNUAL COMPENSATION				
			STARTING		MAXIMUM		
			STEP	SALARY	STEP	SALARY	
4208-1	Assistant Inspector I	1989	10	\$ 59,132	--	12	\$ 62,431
4208-2	Assistant Inspector II	2234	10	\$ 66,398	--	12	\$ 70,115
4208-3	Assistant Inspector III	2572	10	\$ 76,399	--	12	\$ 80,659
4208-4	Assistant Inspector IV	2893	10	\$ 85,942	--	12	\$ 90,723
4211-0	Building Inspector	3569	8	\$ 100,432	--	12	\$ 111,937
4251-0	Building Mechanical Inspector	3569	8	\$ 100,432	--	12	\$ 111,937
7291-0	Construction Inspector	3569	8	\$ 100,432	--	12	\$ 111,937
7291-A	Construction Inspector - Airport	3955	8	\$ 111,332	--	12	\$ 124,068
4221-0	Electrical Inspector	3569	8	\$ 100,432	--	12	\$ 111,937
4265-0	Equipment Safety Investigator	3569	8	\$ 100,432	--	12	\$ 111,937
4240-0	Fire Sprinkler Inspector	3569	8	\$ 100,432	--	12	\$ 111,937
4245-0	Heating & Refrigeration Inspector	3569	8	\$ 100,432	--	12	\$ 111,937
4243-0	Housing Inspector	3569	8	\$ 100,432	--	12	\$ 111,937
4231-0	Plumbing Inspector	3569	8	\$ 100,432	--	12	\$ 111,937
1569-1	Rehabilitation Construction Specialist I	3668	8	\$ 103,230	--	12	\$ 115,048
1569-2	Rehabilitation Construction Specialist II	4296	2	\$ 92,164	--	12	\$ 134,780
1569-3	Rehabilitation Construction Specialist III	4541	2	\$ 97,426	--	12	\$ 142,443
4263-0	Safety Engineer Elevators	4171	10	\$ 123,943	--	12	\$ 130,854
4261-0	Safety Engineer Pressure Vessels	3955	8	\$ 111,332	--	12	\$ 124,068
4213-0	Senior Building Inspector	3955	8	\$ 111,332	--	12	\$ 124,068
4253-0	Senior Building Mechanical Inspector	3955	8	\$ 111,332	--	12	\$ 124,068
7294-0	Senior Construction Inspector	3967	8	\$ 111,645	--	12	\$ 124,444
7294-A	Senior Construction Inspector - Airport	4436	2	\$ 95,171	--	12	\$ 139,102
4223-0	Senior Electrical Inspector	3955	8	\$ 111,332	--	12	\$ 124,068
4242-0	Senior Fire Sprinkler Inspector	3955	8	\$ 111,332	--	12	\$ 124,068
4247-0	Senior Heating & Refrigeration Inspector	3955	8	\$ 111,332	--	12	\$ 124,068
4244-0	Senior Housing Inspector	3955	8	\$ 111,332	--	12	\$ 124,068
4233-0	Senior Plumbing Inspector	3955	8	\$ 111,332	--	12	\$ 124,068
4264-0	Senior Safety Engineer Elevators	4902	2	\$ 105,172	--	12	\$ 153,802
4262-0	Senior Safety Engineer Pressure Vessels	4411	2	\$ 94,628	--	12	\$ 138,371
4285-1	Senior Street Services Investigator I	3643	2	\$ 78,153	--	12	\$ 114,213
4285-2	Senior Street Services Investigator II	3967	2	\$ 85,106	--	12	\$ 124,444
4285-3	Senior Street Services Investigator III	4296	2	\$ 92,164	--	12	\$ 134,780
4283-0	Street Services Investigator	3569	2	\$ 76,566	--	12	\$ 111,937
4205-0	Vehicle Nuisance Inspector	2429	2	\$ 52,116	--	12	\$ 76,191

**CITY OF LOS ANGELES**  
INTER-DEPARTMENTAL CORRESPONDENCE

Date: September 27, 2019

To: The City Council

From: Richard H. Llewellyn, Jr., City Administrative Officer



Subject: **LETTER OF AGREEMENT TO INCREASE ACCUMULATED VACATION TIME FOR THE MUNICIPAL CONSTRUCTION INSPECTORS ASSOCIATION (MOU 5)**

**RECOMMENDATION**

The City Administrative Officer (CAO) recommends that the City Council approve the attached Letter of Agreement (LOA) for Bargaining Unit 5. The LOA authorizes the City to move forward with the necessary programming to increase the maximum accumulation of vacation time from two (2) years to three (3) years.

**SUMMARY**

In accordance with EERC instructions, the CAO bargained and reached a tentative agreement with Bargaining Unit 5 on a successor MOU. One of the elements of the agreement is to increase the maximum accumulation of vacation time from two (2) years to three (3) years effective September 1, 2019. Currently, MOU 5 is being prepared for Council transmittal and approval. To allow the Office of the Controller to program the vacation provision for uniform implementation with other bargaining units, this LOA is necessary.

**FISCAL IMPACT**

The increase of vacation accumulation from two (2) years to three (3) years may result in increased banks for employees. The fiscal impact of those increased banks will not be evident until retirement payouts are calculated. Departments are expected to absorb the costs of retirement payouts (vacation, sick time, etc.) within their budgets.

RHL:DB:LO:0720039

Attachment

LETTER OF AGREEMENT

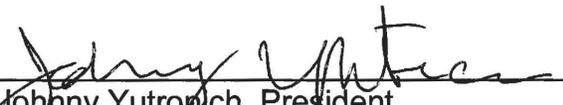
BETWEEN THE MUNICIPAL CONSTRUCTION INSPECTORS ASSOCIATION  
AND THE CITY OF LOS ANGELES

**ACCUMULATION OF VACATION TIME**

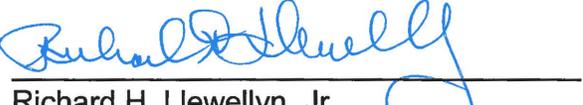
Currently under Section 4.254 of the Los Angeles Administrative Code, employees are permitted to accumulate vacation time not to exceed two (2) annual vacation periods.

The parties agree that effective September 1, 2019, employees shall be permitted to accumulate vacation time not to exceed three (3) annual vacation periods.

**FOR THE ASSOCIATION:**

  
\_\_\_\_\_  
Johnny Yutovich, President  
Municipal Construction Inspectors  
Association  
9-25-19  
\_\_\_\_\_  
Date

**FOR THE CITY:**

  
\_\_\_\_\_  
Richard H. Llewellyn, Jr  
City Administrative Officer  
9/27/19  
\_\_\_\_\_  
Date

**Approved as to Form and Legality:**

  
\_\_\_\_\_  
Office of the City Attorney  
9/27/19  
\_\_\_\_\_  
Date