

MEMORANDUM OF UNDERSTANDING NO. 8
FOR SUBMISSION TO THE CITY COUNCIL
REGARDING THE
PROFESSIONAL ENGINEERING AND SCIENTIFIC UNIT

THIS MEMORANDUM OF UNDERSTANDING (hereinafter "MOU") implemented on
this 2nd day of February 2007.

BY AND BETWEEN

THE HEADS OF DEPARTMENTS, OFFICES OR BUREAUS REPRESENTED HEREIN
AND THE CITY ADMINISTRATIVE OFFICER (hereinafter referred to as "Management")

AND THE

ENGINEERS AND ARCHITECTS ASSOCIATION,
(hereinafter referred to as "Association")

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ARTICLE 1.0 GENERAL PROVISIONS

ARTICLE 1.1 RECOGNITION

Management hereby recognizes the Engineers and Architects Association (EAA), as the exclusive representative of the employees in the Professional Engineering and Scientific Unit, for which EAA was certified as the majority representative by the Employee Relations Board on March 21, 1973. EAA shall be the exclusive representative of employees in the Professional Engineering and Scientific Unit, subject to the right of each employee to represent himself/herself. The term "employee," as used herein, shall refer only to employees in the classifications listed in Appendices A through D, Salaries, as well as such classes as may be added hereafter to the Unit by the Employee Relations Board.

ARTICLE 1.2 PARTIES TO MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (hereinafter referred to as "MOU") is entered into on February 6, 2007, by the City Administrative Officer, as authorized management representative of the City Council, and the authorized management representatives of the Los Angeles World Airports Department, Los Angeles Department of Building and Safety, Departments of Community Development, Environmental Affairs, Fire, General Services, Harbor, Housing, Information Technology Agency, Personnel, Police, Public Works, Recreation and Parks, and Transportation, (hereinafter referred to as "Management"), and authorized representatives of the Engineers and Architects Association (hereinafter referred to as "Association") as the exclusive recognized employee organization for the Professional Engineering and Scientific Unit.

ARTICLE 1.3 IMPLEMENTATION OF MEMORANDUM OF UNDERSTANDING

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

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

ARTICLE 1.4 FULL UNDERSTANDING

Management and the Association acknowledge that during the meet and confer process each had the unlimited right and the opportunity to make demands and proposals on any subject within the scope of representation and that this MOU constitutes the full and entire understanding of the parties regarding 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 mutually agree that this MOU may not be opened at any time during its term for any reason, except by mutual consent of the parties hereto. It is mutually understood that any changes mutually agreed to shall not be binding upon the parties unless and until they have been implemented in accordance with 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 and 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 Memorandum of Understanding, are fully met, but in no event shall said MOU become effective prior to date of adoption by the City Council (**February 6, 2007**). This MOU shall expire and otherwise be fully terminated at 11:59 p.m. on June 30, 2010.

ARTICLE 1.6 CALENDAR FOR SUCCESSOR MEMORANDUM OF UNDERSTANDING

In the event the Association or Management desires a successor MOU, said party shall serve upon the other its written proposals during the period of March 1 through March 31, 2010. Meet and confer sessions shall begin no later than thirty (30) calendar days following the receipt of the Association's proposals.

ARTICLE 1.7 OBLIGATION TO SUPPORT

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

ARTICLE 1.8 SAVINGS CLAUSE

If any term or provision of this MOU is found to be in conflict with any City, State or Federal law, the parties agree to meet promptly, and as often as necessary, to expeditiously renegotiate this term or provision.

All other terms and provisions of this MOU shall remain in full force and effect during the period of such renegotiations and thereafter until their normal expiration date.

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 210 et. Seq. (FLSA). To the extent that any provision herein conflicts with the FLSA, employees covered by the FLSA shall receive benefits required thereunder and any additional benefits set forth herein if compatible with the FLSA.

ARTICLE 1.9 MANAGEMENT RIGHTS

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

ARTICLE 1.10 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 representation 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 Memorandum 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 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, withholding of services, picketing in support of a strike or other concerted action. 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 1.11 RELEASE TIME

The appointing authority may grant to elected officers or appointed representatives of the Engineers and Architects Association time off for employee organization representation activities. No more than one employee in a Department or Bureau of the Department Public Works, and no more than six employees for all bargaining units, shall be allowed release time under this Article.

- A. The employee shall submit the request for release at least 21 calendar days prior to the effective release date, specifying the starting and ending dates of release.
- B. The employee shall be paid the employee's current salary by the City while the employee is performing these duties for EAA.

- C. 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.
- D. The EAA shall reimburse the City for all documented actual 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 costs shall be based on the benefits rates established by the City Administrative Officer as contained in the City Budget in effect during the period of release time, and the cost of other benefits approved by the Joint Labor Management Benefits Committee that become effective during this period.
- E. Payment of any overtime worked while on release time shall be the responsibility of the EAA.
- F. The EAA shall make quarterly payments to the Controller of all reimbursable costs identified in Section D above.
- G. Employees on release time shall submit weekly timesheets (signed by the employee and the EAA Executive Director or Assistant Executive Director) to their respective Departmental Personnel Officer specifying the number of hours worked, and use of any sick leave, vacation time or compensated time off.
- H. Should an employee incur a work-related injury while on release time, he/she shall remain on release time with the EAA during the period of injury-on-duty (IOD), or until the release time has ended, and shall continue to be counted in determining the six employee maximum, as provided for above.
- I. When the employee returns from release time, he/she shall return to his/her civil service_classification and paygrade at the time of release.
- J. Release time shall be granted for a maximum of 12 months in any three-year period. Additional release time shall be permitted only with Management's approval.
- K. The employee must have passed probation in his/her current class to be eligible for release time.
- L. The EAA 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 EAA.

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

ARTICLE 1.12 AMENDMENT OF MOU TO INCLUDE NEW CLASSES

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

ARTICLE 2.0 ASSOCIATION SECURITY

ARTICLE 2.1 UNIT MEMBERSHIP LIST

Within thirty (30) days from the effective date of this MOU and each thirty (30) days thereafter, Management will provide the Association with an alphabetized list of employees subject to this MOU, which will include each employee's name, employee number, class title, EAA membership status, and location by department and division, where such information is available. Home addresses shall be provided within sixty (60) days from the effective date of this MOU and each ninety (90) days thereafter. Management will provide the Association in writing, within ninety (90) days from the effective date of this MOU and each ninety (90) days thereafter, an alphabetized list of employees subject to this MOU, grouped by class within departmental fund number and indicating each employee's name, employee number, class code, class title, membership status, and location by division, as applicable. This information will be provided either in the form of a computer tape or in a printed report as requested by the Association.

ARTICLE 2.2 NEW EMPLOYEE INFORMATION

Management will provide each new employee covered by this MOU a printed notice containing the following information only:

1. "Your classification is included in one of the following units represented by the Engineers and Architects Association (EAA).
 - a. Administrative Unit
 - b. Technical Unit
 - c. Supervisory Technical Unit
 - d. Professional Engineering and Scientific Unit
 - e. Supervisory Professional Engineering and Scientific Unit
 - f. Supervisory Administrative Unit

2. The Engineers and Architects Association (EAA) has been certified to meet and confer with Management on matters pertaining to your wages, hours of work,

employee benefits and other terms and conditions of employment, and is the exclusive recognized employee organization for all employees in the units listed above.

3. For additional information, contact EAA during off duty hours at 350 South Figueroa Blvd., Suite 600, Los Angeles, CA 90071, Telephone (213) 620-6920."

Such notices shall be provided by the Association to City departments, offices and bureaus.

ARTICLE 2.3 WORK ACCESS

A full-time Association 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 Association 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 of the facility that the representative desires to visit. In the event immediate access cannot be authorized, the Association staff representative shall be informed as to the time when access can be granted.

The Association shall give to all heads of departments, offices or bureaus represented herein and to the City Administrative Officer a written list of its full-time Association Staff Representatives, which shall be kept current by the Association. This Article shall not be construed as a limitation on the power of the head of a department, office or bureau to restrict access to areas designated as security or confidential.

ARTICLE 2.4 USE OF CITY FACILITIES

The Association shall be permitted to use City facilities on prior approval for the purpose of holding meetings to the extent that such facilities are available to the public, and to the extent that such use of the facility will not interfere with normal departmental operations. Participating employees will attend said meetings on their own time.

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

ARTICLE 2.5 BULLETIN BOARDS

Each department agrees to provide a bulletin board or space at each work location which may be used by the Association for the following purposes:

- a. Notices of Association meetings.
- b. Notices of Association elections and their results.
- c. Notices of Association recreational and social events.
- d. Reports of official Association business.
- e. Any other communication or written material which has received the prior approval of the departmental or bureau management representative, or his/her designee.

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

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

ARTICLE 2.6 ACTIONS BY EMPLOYEE RELATIONS BOARD

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

ARTICLE 2.7 EMPLOYMENT OPPORTUNITIES

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

ARTICLE 2.8 LEGISLATIVE CHECK-OFF

During the term of this MOU, a payroll deduction will be established by the Association for the purpose of allowing employees in this unit to contribute towards the Association's federal legislative activities.

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

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.

Contributions shall be made payable as directed by the Association to the Federal Legislative Action Committee of the Association.

It is agreed that neither any employee nor the Association shall have any claim against the City for any deductions made or not made, as the case may be, unless a claim of error is made in writing to the Controller within thirty (30) calendar days after the date such deductions were or should have been made.

ARTICLE 2.9 AGENCY SHOP

The following agency shop provisions shall continue during the term of the MOU.

A. DUES/FEES

1. a. Each permanent employee* in this unit (who is not on a leave of absence) shall, as a condition of continued employment, become a member of the certified representative of this unit, or pay the Association a service fee in an amount not to exceed periodic dues and general assessments of the Association for the term of this MOU, or a period of three (3) years from the operative date of this Article, whichever comes first. Such amounts shall be determined by the Association and implemented by Management in the first payroll period which starts 30 days after written notice of the new amount is received by the Controller. Any increase in Association dues or fees that results from general (cost-of-living) salary increases, and/or special or technical salary adjustments, being applied to the salary of City classifications shall be implemented by Management on a prospective basis, with said increase in dues or fees being deducted commencing with the first payroll period in which the adjusted salary appears. Under no circumstances shall said increase in dues or fees be collected from employees' paychecks on a retroactive basis.

(*A permanent employee is defined as one who has completed six continuous months of City service from his/her original date of appointment and who is a member of the Los Angeles City Employees' Retirement System.)

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- b. Notwithstanding any provisions of Article 2, Section 4.203 of the Los Angeles Administrative Code to the contrary, during the term of this MOU, payroll deductions requested by employees in this Unit for the

purpose of becoming a member and/or to obtain benefits offered by any qualified organization other than the Association will not be accepted by the Controller. For the purpose of this provision qualified organization means any organization of employees whose responsibility or goal is to represent employees in the City's meet and confer process.

2. The CAO and the Association shall jointly notify all members of the representation unit that they are required to pay dues or a service fee as a condition of continued employment and that such amounts will be automatically deducted from their paychecks. The religious exclusion will also be explained. The cost of this communication and the responsibility for its distribution shall be borne by the City

B. EXCEPTIONS

1. Management and Confidential Employees

In accordance with Section 3502.5(c) of the Government Code, this Article shall not apply to management or confidential employees.

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

2. Religious Objections

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

C. MANAGEMENT RESPONSIBILITIES

1. The Controller shall cause the amount of the dues or service fee to be deducted from twenty-four (24) biweekly payroll checks of each employee in

this unit as specified by the Association under the terms contained herein. "Dues," as distinct from "service fee," shall be the result of voluntary consent in the form of a payroll deduction card signed by the individual employee.

- a. Remittance of the aggregate amount of all dues, fees and other proper deductions made from the salaries of employees hereunder shall be made to the Association by the Controller within thirty (30) working days after the conclusion of the month in which said dues, fees and/or deductions were deducted.
 - b. A fee of nine cents (\$.09) per deduction shall be assessed by the City Controller for the processing of each payroll deduction taken. The City Controller will deduct the aggregate amount of said fees on a biweekly basis.
2. The Controller shall also apply this provision to every permanent employee who, following the operative date of this Article becomes a member of this representation unit, within sixty (60) calendar days of such reassignment or transfer. Such deduction shall be a condition of continued employment.
 3. Management will provide the Association with the name, home address, and employee number of each permanent employee.
 4. The Controller shall provide the organization, at least monthly, a status report showing all changes in the employment status of employees in this unit which affect the applicability of the provisions of this Article to those employees.
 5. Information detailed above shall be provided either in the form of a computer tape or in a printed report as requested by the Association.

D. ASSOCIATION RESPONSIBILITIES

1. The organization shall keep an adequate itemized record of its financial transactions and shall make available annually to the City Clerk, and to all unit employees, within sixty (60) calendar days after the end of its fiscal year, a detailed written financial report thereof in the form of a balance sheet and an operating statement, certified as to its accuracy by its president and the treasurer or corresponding principal officer, or by a certified public accountant.
2. The Union certifies to the City that it has adopted, implemented and will maintain constitutionally acceptable procedures to enable non-member agency shop service fee payers to meaningfully challenge the propriety of the

uses to which service funds are put; and that those procedures are in accordance with the decision of the United States Supreme Court in Chicago Teachers Union, Local No. 1, AFT, AFL-CIO, et al. v. Hudson, 106 S. Ct. 1066 (1986).

3. The Association agrees to indemnify and hold harmless the City for any loss or damage arising from the operation of this article. It is also agreed that neither any employee nor the Association shall have any claim against the City for any deductions made or not made, as the case may be, unless a claim of error is made in writing to the Controller within thirty (30) calendar days after the date such deductions were or should have been made.

E. RESCISSION

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

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

ARTICLE 3.0 GRIEVANCES

ARTICLE 3.1 GRIEVANCE PROCEDURE

Section I - Definitions

A. Grievance

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

B. Employee Comment Sheet (Comment Card) – LAPD

Employee Comment Sheets (Comment Cards) are used to document positive and negative conduct or incidences. Employee Comment Sheets (Comment Cards) are not considered disciplinary in nature. It is mutually agreed that in the Los Angeles Police Department an "Employee Comment Sheet" (Comment Card) is not grievable or arbitrable. An employee may use an Employee's Report, Form 15.7, to make a written response to the Employee Comment Sheet (Comment Card) within 30 days after it is served.

Section II - Responsibilities and Rights

- A. Nothing in this grievance procedure shall be construed to apply to matters for which an administrative remedy is provided before the Civil Service Commission. Where a matter within the scope of this grievance procedure is alleged to be both a grievance and an unfair labor practice under the jurisdiction of the Employee Relations Board, the employee may elect to pursue the matter under either the grievance procedure herein provided, or by action before the Employee Relations Board. The employee's election of either procedure shall constitute a binding election of the remedy chosen and a waiver of the alternative remedy.
- B. No grievant shall lose the right to process a grievance because of Management-imposed limitations in scheduling meetings.
- C. The grievant has the responsibility to discuss the grievance informally with the immediate supervisor. The immediate supervisor will, upon request of a grievant, discuss the grievance with the employee at a mutually satisfactory time. The grievant may be represented by a representative of the grievant's choice in the informal discussion with the immediate supervisor and in all formal review levels and in arbitration. When more than one employee in a department is aggrieved, and the facts and issues of the alleged grievance are the same, and if affected employees agree to waive their right to discuss the grievance with their immediate supervisor, a single immediate supervisor will be designated by department Management to discuss the grievance at the informal level with one affected employee designated to represent the grievance and the employees' representative. Such grievance will be processed as a single grievance through all formal levels of review. All affected employees involved in the action must waive their respective rights to file an individual grievance on the same issue and to discuss the grievance at the informal level with the respective immediate supervisors on a form provided by Management prior to the discussion with the designated supervisor.

In instances where more than one employee in a department is aggrieved, the Association may elect to file the grievance on behalf of the employees. The facts and issues of the alleged grievance must be the same. Such grievance must contain the names of all grievants and the specific facts pertaining to each grievant. At the time of filing the grievance, the Association may request that the first level of review be at a level higher than Step 1 and shall provide justification for such request. A single supervisor will be designated by department Management to discuss the grievance at each level with one affected employee designated to represent the grievance and the Association. Such grievance will be processed as a single grievance through all formal levels of review. All affected employees involved in the action must waive their respective rights to file an individual grievance on the same issue and to discuss the grievance at the informal level with their respective immediate supervisors on a form provided by Management prior to the discussion

with the designated supervisor. Such form shall also include a statement that the employee understands that he/she is party to a grievance filed by the Association.

- D. The time limits between steps of the grievance procedure provided herein may be extended by mutual agreement, or by mutual agreement, the grievant and Management may waive one or more levels of review from this grievance procedure.
- E. Management shall notify the Association of any formal grievance filed that involves the interpretation and/or application of the provisions of this MOU, and a paid Association Staff Representative shall have the right to be present and participate in the discussion at any formal grievance meeting concerning such a grievance. The paid Staff Representative who elects to attend the grievance meeting shall inform the head of the department, office or bureau.

The Association is to be notified of the resolution of all formal grievances.

Section III - Procedure

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

Step 1 - Informal Discussion

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

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

Step 2 - First Level of Review

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

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

Step 3 - Second Level of Review

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

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

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

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

If such notice is served, the grievance shall be heard by the General Manager or a designee, or in the case of the departments under the administrative control of a board of commissioners, by the Commission or the General Manager or their designee, as shall be determined by the head of the department involved. The General Manager/Commission or their designee will afford the parties an opportunity to present oral and/or written arguments on the merits of the grievance. Said person shall meet with the grievant and a written decision or statement of facts and issues shall be rendered to the grievant and the representative, if any, within one hundred and twenty (120) calendar days from the date of service. Failure of Management to respond within such time limit shall entitle the grievant to process the grievance at Step 5 (Mediation) and/or Step 6 (Arbitration).

Step 5 - Mediation

If the grievance is not settled at Step 4, within ten (10) calendar days of receiving the Step 4 response the Association and Management may mutually agree to request mediation. Either the Association or Management will notify the Employee Relations Board of such request by letter. The Employee Relations Board shall first attempt to obtain the services of a mediator from the State Mediation and Conciliation Service. The fees, if any, of such mediator shall be shared equally, by the Association and Management.

The primary effort of the mediator should be to assist the parties in settling the grievance in a mutually satisfactory fashion. The mediation procedure shall be informal. Court reporters

shall not be allowed to be present, the rules of evidence shall not apply and no record shall be made. The mediator shall determine whether witnesses are necessary in the conduct of the proceedings.

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

Step 6 - Arbitration

If the written decision at Step 4 does not settle the grievance, or if Step 5 is waived or does not settle the grievance, the grievant and the Association jointly may serve upon the head of the department, office or bureau a written notice that a written request for arbitration has been filed with the Employee Relations Board. The request for arbitration must be filed with the Employee Relations Board within fifteen (15) calendar days following the date of service of the written decision of the General Manager/Commission or their designee at Step 4, or the date of the mediator's opinion in Step 5. Failure of the grievant and the Association jointly to serve a written request for arbitration with the Employee Relations Board within said period shall constitute a waiver of the grievance.

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

- A. Arbitration of a grievance hereunder shall be limited to the formal grievance originally filed by the employee to the extent that said grievance has not been satisfactorily resolved. The proceedings shall be conducted in accordance with applicable rules and procedures adopted or specified by the Employee Relations Board, unless the parties hereto agree to other rules or procedures for the conduct of such arbitration. The fees and expenses of the arbitrator shall be shared equally by the parties involved, it being mutually understood that all other expenses including, but not limited to, fees for witnesses, transcripts, and similar costs incurred by the parties during such arbitration, will be the responsibility of the individual party incurring same.
- B. The decision of an arbitrator resulting from any arbitration of a grievance hereunder shall be binding upon the parties concerned, except for grievances involving the Harbor Department and Fire and Police Pension System, which shall be advisory only.

- 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.

ARTICLE 3.2 GRIEVANCE REPRESENTATION

The Association may designate a reasonable number of grievance representatives who must be members of the Unit, and shall provide all departments, offices or bureaus with a written list of employees who have been so designated. Management will semi-annually accept changes to the list presented by the Association. A grievance representative, if so requested, may represent a grievant at all levels of the grievance procedure.

The grievant and the representative may have a reasonable amount of paid time off for the purpose of presenting grievances. However, said representative will receive paid time off only if a member of the Association; is 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.

The grievant's supervisor must concur regarding the necessary time off for presenting the grievance at the appropriate level. The grievant shall notify the representative of the meeting arrangements.

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

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

ARTICLE 3.3 GRIEVANCES REGARDING SUSPENSIONS

Grievances involving suspensions of five (5) days or less in the aggregate during a twelve month period may be filed, by mutual agreement, at any Step of the Grievance Procedure, but at no Step lower than Step 2.

ARTICLE 4.0 ON THE JOB

ARTICLE 4.1 SAFETY

Section I

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

Section II

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

- 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; or
- 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 Departmental Safety Coordinator about the problem.

Section III

If the procedures for handling a reported hazardous condition are not initiated, or if initiated, fail to 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

If an employee is required to perform his/her duties at a treatment plant, construction site, landfill, or other designated hard hat area, safety clothing and protective devices shall be provided by Management when Management or local, State or Federal safety laws or

regulations require that such clothing or devices be worn. Employees who are provided such safety clothing and protective devices shall wear such clothing and devices at all times in the designated area where it is required by Management and/or by local State, or Federal safety laws or regulations. Such safety clothing and protective devices may include, but not be limited to, hard hats, gloves, goggles, shoes, fire and chemical retardant jackets or smocks, and high visibility vests, depending on the duties to be performed. Employees who are provided such safety clothing and/or protective devices shall ensure to the fullest extent possible that it is not lost stolen, or damaged beyond that damage which is experienced in normal usage. The Association will encourage all members of the unit to utilize said safety clothing and devices to the fullest extent possible.

ARTICLE 4.2 PERSONNEL FOLDERS

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

No 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.

A written reprimand or "Notice to Correct Deficiencies" will be sealed upon the written request of an affected employee if he/she has not been involved in any subsequent related incidents that resulted in written corrective counseling or other Management action for a period of five (5) years from the date the most recent notice was issued or Management action taken.

Pursuant to the above paragraph, those documents, either removed from the personnel file or sealed, shall be available upon subpoena or other appropriate legal request.

ARTICLE 4.3 OUT-OF-CLASS ASSIGNMENT

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 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 Article 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 IIa will continue to receive the rate of pay for his/her regular classification and pay grade, unless or until he has been appointed to a higher classification or pay grade, except as provided in Article 6.15 In the event that said assignment exceeds thirty (30) 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 4.4 REST PERIOD

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

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 4.5 RAIN GEAR

Management will provide rain gear to employees in the classifications listed below who are required to work outside in inclement weather as a normal part of their job duties. Management shall replace such gear when no longer serviceable.

<u>Class Code</u>	<u>Class Title</u>
2234-1	Criminalist I
2234-2	Criminalist II
2234-3	Criminalist III

ARTICLE 4.6 UNIFORMS

Police Department employees in the following class and paygrades shall receive an allowance of \$3.50 biweekly for the acquisition and maintenance of uniform items approved by their department:

<u>Class Code</u>	<u>Class Title</u>
2234-1	Criminalist I
2234-2	Criminalist II
2234-3	Criminalist III

ARTICLE 4.7 TELECOMMUTING

The Engineers and Architects Association and Management acknowledge the City of Los Angeles Telecommuting Program (C.F. #93-225), and that employees of this Unit may be considered for eligibility by management of their respective departments/bureaus in accordance with the Telecommuting Action Plan.

Both parties agree to comply with this Plan, the provisions of which shall be superseded by any modifications adopted by the Joint Labor/Management Committee on Employee Parking and Transportation Options, or other body so authorized to make such modifications.

ARTICLE 5.0 WORK SCHEDULES

ARTICLE 5.1 WORK SCHEDULES

Pursuant to the Fair Labor Standards Act (FLSA), employees shall have a fixed workweek that consists of a regular recurring period of 168 consecutive hours (seven 24-hour periods) which can begin and end on any day of the week and at any time of the day. The designated workweek for an employee may be changed only if the change is intended to be permanent and not designed to evade overtime requirements of the FLSA. Management may assign employees to work a four/ten, five/forty, nine/eighty or other work schedule. The Association will be entitled to consult with Management on the matter prior to the proposed action. The Association will also be entitled, upon request, to consult with Management if Management intends to deny a change in schedule to an employee. Management may require employees to change their work schedules (working hours or change days off, except the split day) within the same FLSA work week, providing that the change is not arbitrary, capricious or discriminatory. In the event Management's actions are shown to be arbitrary, capricious, or discriminatory before an arbitrator, the award of the arbitrator shall be to reverse the action of Management. However, the decision of the arbitrator shall be binding or advisory in accordance with Article 3.1. No employee shall be required to work a four/ten schedule against his or her will.

It is further agreed that Management shall retain the right to refuse an employee's request to work a four/ten, nine/eighty or other work schedule, and to require the reversion to a

five/forty work schedule, providing that the exercise of such right is not arbitrary, capricious, or discriminatory. In the event Management's actions are shown to be arbitrary, capricious, or discriminatory before an arbitrator, the award of the arbitrator shall be to reverse the action of Management. However, the decision of the arbitrator shall be binding or advisory, in accordance with Article 3.1.

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

Employees on a four/ten work schedule shall work ten hours per day for a four-day work week (or twelve hours per day for a three-day work week in the Information Technology Agency only) exclusive of lunch periods. Employees shall be entitled to rest periods in accordance with the provisions of Article 4.4. Employees shall be compensated for 40 hours per week at the regular hourly rate for their class and paygrade.

EAA agrees that it is a management right to require employees who work on a four/ten, nine/eighty or three/twelve work schedule to work overtime on Saturday rather than on their day off which falls within the week. Employees who work on a schedule other than five/forty shall have their sick leave, vacation and holiday credits accrued at the same hourly rate as an employee on the five/forty schedule.

The City reserves the right to develop 26-week/1040 hours or 52-week/2080 hours work periods under FLSA Section 7(b) [29 USC §207(b)(1) and (2)] during the term of this MOU for the purpose of increasing scheduling flexibility. Implementation of this work schedule is subject to agreement by the parties and certification of the Association as bona fide by the National Labor Relations Board (NLRB).

ARTICLE 5.2 DEPLOYMENT PERIOD (POLICE DEPARTMENT)

Notwithstanding the provisions of Sections 4.108 (Regular Hours of Work) and 4.113 (Overtime) of the Los Angeles Administrative Code to the contrary, employees in this Unit who are employed in the Police Department shall have a work schedule consisting of twenty (20) days of work in each twenty-eight (28) day deployment period. Such day may be eight (8) hours, seven and one-half (7) hours, or seven (7) hours as determined by the Chief of Police.

Said twenty (20) days of work or the equivalent number of days for an alternate work schedule may be scheduled at such time during two (2) biweekly pay periods as the Chief of Police may direct.

This Article shall not be construed to prohibit the implementation of flexible work schedules.

ARTICLE 5.3 72-HOUR WORK SCHEDULE

Notwithstanding Section 4.108(a) of the Los Angeles Administrative Code, whenever a full-time employee voluntarily reduces the number of his or her biweekly regular work hours from 80 to a number not less than 72 at the request and or with the permission of his or her department, office or bureau such employee shall be credited with the same rights and benefits as though he or she worked 80 hours in the payroll period. The employee shall not be credited for overtime worked until more than forty (40) hours have been worked in the workweek. Compensation received under the circumstances herein provided shall be considered full compensation for all employees participating in such voluntary work hour reduction.

ARTICLE 6.0 COMPENSATION

ARTICLE 6.1 SALARIES

- A. The parties hereby agree that salary ranges set forth in Appendix A will be operative upon adoption of the MOU by Council.

- B. The parties hereby agree that salary ranges set forth in Appendix B will be operative on July 1, 2007.

- C. The parties hereby agree that salary ranges set forth in Appendix C will be operative on July 1, 2008.

- D. The parties hereby agree that salary ranges set forth in Appendix D will be operative on July 1, 2009.

ARTICLE 6.2 OVERTIME

Section I - Distribution of Overtime

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

Section II - Non-emergency Overtime

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

Section III - Rate and Methods of Compensation – FLSA Non-Exempt Employees

Compensation for overtime worked by employees in classifications listed in Appendices A through D, herein, shall be for all hours worked in excess of 40 hours in a workweek, including all absences with pay authorized by law. Management shall have the discretion to determine whether overtime compensation shall be in cash or time-off. Overtime compensation shall be in time off at the rate of one-and-one-half hours for each hour of overtime worked, or at the rate of one-and-one-half times the employee's regular rate of pay.

Section IV - Compensatory Time Off

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

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

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

Section V - Salaried Employees

- a. Employees in this unit who qualify for exemption from the Fair Labor Standards Act overtime provisions based upon duties and who are receiving the Project Manager bonus, as provided for in this MOU, shall be treated as salaried employees, in accordance with the provisions of the Fair Labor Standards Act.

Salaried employees may be assigned 5/40, 4/10 9/80 or other schedules at the discretion of Management. Notwithstanding any Los Angeles Administrative Code and MOU provisions, or other City department rules and regulations to the contrary, these employees shall not be required to record specific hours of work for compensation purposes, although hours may be recorded for other purposes. These employees will be paid the predetermined salary for each biweekly pay period, as indicated in the appropriate salary appendices, and shall not receive overtime compensation. Salaried employees shall not be subject to deductions from salary or any leave banks for absences from work of less than a full workday. This provision applies to occasional partial day absences from work which are authorized by the appropriate supervisor designated by management. This provision does not apply to long-term or recurring partial day absences (e.g., intermittent leave/reduced work schedule for purposes of Family/Medical Leave).

Salaried employees shall not be subject to disciplinary suspension for a period of less than a workweek (seven days; half of the biweekly pay) unless based on violations of a safety rule of major significance. This requirement shall be superceded by the revised Department of Labor FLSA regulations pertaining to disciplinary suspensions of FLSA-exempt employees on the operative date of the FLSA regulations.

The appointing authority of each City department may grant time off for hours worked due to unusual situations.

- b. In lieu of time off, the appointing authority may, with the approval of the Mayor, grant additional compensation when a salaried employee is assigned by Management to work additional hours outside of an employee's regular work schedule, in increments of a full day (8 hours), in unusual situations (e.g., earthquake, flood, sewage spills, emergency construction response, etc). Compensation for each additional day shall be an amount equivalent to 4.6 percent of the monthly rate of the employee's appropriate step rate, as indicated in the appropriate salary appendix.

ARTICLE 6.3 SHIFT DIFFERENTIAL

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

ARTICLE 6.4 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.

Persons certified as being qualified by the Personnel Department shall receive a bilingual premium of one premium level rate (2.75%) for duties requiring that they converse fluently in a language other than English, or of two premium level rates (5.5%) for duties requiring that they interpret a language other than English, in addition to conversing fluently in that other language.

Compensation provided for in this Article shall be retroactive to the employee's first day in a bilingual position.

ARTICLE 6.5 SIGN LANGUAGE PREMIUM

Any qualified employee covered by the provisions of the MOU who is requested by the deaf-mute assistance center to utilize sign language shall receive compensation equal to 2-3/4 percent of their salary or wages for each business day the skill is utilized. Such practices of additional compensation shall be in accordance with Section 4.84.1 of the Los Angeles Administrative Code.

ARTICLE 6.6 COURT APPEARANCES

Section I

The following court provisions will apply to all employees in the Unit, except those in the Police Department.

When an employee is required to appear in the Superior or Municipal Court in and 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 1-1/2 times his/her regular rate of pay. Time spent in excess of the one-hour minimum guarantee shall also be at the rate of 1-1/2 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. Call back provisions are not applicable to court appearances.

Section II

The following court provisions shall apply to employees in the Police Department only. 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 two (2) 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 two (2) 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, for each case for a total of four (4) hours. 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

Management will attempt to adjust an employee's shift to accommodate court appearances or on-call status commencing two hours or less before or after the employee's regularly assigned shift begins or ends. If an employee's shift cannot be adjusted, the employee will be compensated as follows:

- 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 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 appearance or on-call status with the same noon recess provisions as outlined in paragraph A (2) above.

ARTICLE 6.7 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 150 miles of the employee's residence.

ARTICLE 6.8 JURY SERVICE

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

ARTICLE 6.9 MILITARY LEAVE

Every employee who qualifies for and is granted a military leave, whether temporary or otherwise, pursuant to the provisions of the Military and Veterans Code of the State of California, shall, before he/she is paid his/her salary or compensation during such leave, or any part thereof, as provided in said Code, furnish to his/her appointing authority two certified copies of his/her orders, one (1) copy to be filed in the department in which he/she is employed and the other with the Controller. In lieu of the orders, the employee shall furnish to the appointing authority, upon forms provided by the Controller, certified evidence of his/her entry into active service in the armed forces of the United States and the date thereof. Any certification required by this Article may be made by any commissioned officer of such armed forces. The Controller shall have power at any time to require such additional satisfactory evidence of the entry of such employee into active service in such armed forces and of the actual performance by the employee of ordered military duty during all or any part of such leave.

In determining whether an employee has been in the service of the City for a period of not less than one year immediately prior to the date on which the absence begins, continuous service shall be required.

Unit members called into active military service (other than temporary military leave) shall accrue vacation time, and be entitled to the cash-out of accrued, but unused, vacation time, in accordance with Article 7.6 "Vacation," Section II of this MOU.

ARTICLE 6.10 MILEAGE

Each employee that is authorized to use his/her own vehicle, pursuant to Division 4, Chapter 5, Article 2 of the Los Angeles Administrative Code (LAAC), in the performance of his/her duties shall be reimbursed for transportation expenses at the rate of forty eight and one-half (48.5) cents per mile, effective January 1, 2007, for all miles traveled in any biweekly period, in addition to any and all salaries and other compensation otherwise provided for by law.

Notwithstanding Section 4.231 of the LAAC, employees authorized to use their personal vehicles pursuant to Section 4.229 of the LAAC who are required by Management to bring the vehicle to work each shall receive a minimum payment of 10 miles per day, regardless of whether the vehicle is driven for City business.

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 (IRS). The City Administrative Officer shall certify to the Controller appropriate changes, if required, to become effective the beginning of the pay period in which the IRS rate change is effective.

ARTICLE 6.11 CALL BACK PAY

Section I

Whenever an employee is ordered by the administrative head of his/her department, office or bureau, or his/her designee to return to duty following the termination of his/her work shift and departure from his/her work location, he shall receive minimum compensation equivalent to four hours at his/her appropriate overtime rate. Call Back time contiguous to and continuing into a normal work shift will not be treated as Call Back for purposes of this Article, but will instead be compensated as hour for hour overtime.

Section II

Whenever an employee in the Police Department is ordered by a designated representative of the Chief of Police to return to duty following the termination of the employee's normal work shift and departure from the work location, the employee shall receive the sum of ten (10) dollars if the call is canceled prior to the time the employee reports to the telephonically assigned work location. The employee shall be entitled to only one such payment in each twenty-four (24) hour period commencing with the termination of the employee's normal work shift.

ARTICLE 6.12 DISTURBANCE CALLS

- I. Employees in the following classes and pay grades shall be eligible for compensation under this Article: Criminalist I, II, and III, Codes 2234-1, 2234-2, and 2234-3 in the Police Department; Programmer/Analyst I, II, III, and IV, Codes 1431-1, 1431-2, 1431-3, and 1431-4, in the Information Technology Agency or, effective July 1, 2005, in the Harbor Department; Communications Engineering Associate, Code 7607, Control Systems Engineering Associate, Code 7230, assigned to the Information and Control Systems Division, Bureau of Sanitation, Department of Public Works.

Whenever the above-listed employees are contacted while on off-duty status by the Department head or designee, to furnish information needed to maintain the continuity of City business, without the necessity of having to report for duty personally, such employees shall receive a minimum of one hour of compensation subject to the following limitations:

- a. Only the first disturbance call made in any one calendar day shall qualify for the minimum one hour of compensation described above. The time actually spent on such disturbance call will be considered hours worked for that workweek. Thereafter, compensation for all other qualifying disturbance calls totaling an aggregate of ten (10) minutes or more in that same calendar day shall be for actual time worked. Disturbance call compensation shall be used to offset any overtime owed.
 - b. Any employee receiving On Call/Standby Compensation for the same day shall not be eligible to receive compensation under this Article for that day;
 - c. The Department head or designee may determine the method of compensation;
 - d. An employee contacted while off-duty concerning subsequent work scheduling shall not be eligible to receive compensation under this Article.
- II. Notwithstanding the above, whenever all other FLSA non-exempt employees in classifications and pay grades not listed specifically in this Article are contacted while on off-duty status by the Department head or designee to furnish information needed to maintain the continuity of City business (as described above), without the necessity of having to report for duty personally, such employees shall receive compensation for actual time worked for said disturbance calls that total ten (10) minutes or more in the aggregate in the same calendar day, which shall be included as hours worked for that workweek.

ARTICLE 6.13 ON CALL/STANDBY COMPENSATION

Employees in the class and paygrades of Criminalist I, II, and III (Code 2234-1, -2 and -3) shall receive standby compensation at the rates specified below when assigned to standby during their off duty hours:

- a. Employees assigned to standby on weekends and holidays shall receive one hour compensation at straight time for every six hours they are required to standby.
- b. Employees assigned to standby at all other times shall receive one hour of compensation at straight time for every eight hours they are required to standby.

Normally the Department may assign up to three employees to off duty standby at any one time.

The Association acknowledges that Police Department management may reassign all Criminalists on the A.M. and P.M. Watches to the Day Watch during the term of this MOU. Nothing herein shall prohibit Police Department management, in its sole discretion, from reassigning Criminalists to the A.M. and P.M. Watches during the term of this MOU.

Persons employed in the Department of Public Works, Bureau of Sanitation's Environmental Monitoring Division in the classes of Chemist (Code 7833) and Water Biologist (Code 7856) when assigned to standby during their off-duty hours shall receive, in addition to any other compensation provided for herein, the sum of \$12.50 for each day of such assignment, and effective January 1, 2007, the sum of \$24.00 for each day of such assignment.

Effective July 1, 2004, one person employed in the class of Sanitary Engineering Associate III, Code 7871-3, in the Department of Public Works, Bureau of Sanitation's Solid Resources Processing and Construction Division, when assigned to standby during his/her off-duty hours in the absence of the Sanitary Engineer in the same division shall receive, in addition to any other compensation provided for herein, the sum of \$12.50 for each day of such assignment, and effective January 1, 2007, the sum of \$24.00 for each day of such assignment.

Persons employed in the class of Programmer/Analyst, Code 1431, in the Information Technology Agency, and the Department of Harbor and Airports, who are subject to call to correct or maintain the computer equipment, operating system software, or applications programs during the employee's off-duty hours on a regularly scheduled work day, shall receive, when assigned to standby for such purposes, in addition to any other compensation provided for herein, the sum of \$12.50 for each day of such assignment, and effective January 1, 2007 the sum of \$24.00 for each day of such assignment.

Persons employed in the class of Chemist, Code 7833, in the Fire Department, when assigned to standby during their off-duty hours shall receive, in addition to any other compensation provided for herein, the sum of \$12.50 for each day of such assignment, and effective January 1, 2007, the sum of \$24.00 for each day of such assignment.

Employees in the Wastewater Construction Management Division, Bureau of Engineering, Department of Public Works, when assigned to standby during their off-duty hours shall receive, in addition to any other compensation provided for herein, the sum of \$12.50 for each day of such assignment, and effective January 1, 2007, the sum of \$24.00 for each day of such assignment.

One (1) Landscape Architectural Associate III, employed in the Bureau of Sanitation, Department of Public Works, Donald C. Tillman Reclamation Plant, one (1) Control Systems Engineering Associate, employed in the Information and Control Systems Division, Bureau of Sanitation, Department of Public Works, two (2) Civil Engineering Associates in the Collection Systems Engineering Division, Bureau of Engineering, Department of Public Works, all Civil Engineering Associates working in the Bid and Award Section Change Order Group Metro District Office of the Bureau of Engineering, Department of Public Works, and two Control Systems Engineering Associates assigned to the Information and Control Systems Division, Bureau of Sanitation, Department of Public Works, and all Communications Engineering Associates, when assigned to standby during their off-duty hours, shall receive, in addition to any other compensation provided for herein, the sum of \$12.50 for each day of such assignment, and effective January 1, 2007, the sum of \$24.00 for each day of such assignment.

The parties agree to reopen this Article during the term of this MOU to add classes, if necessary and desirable.

ARTICLE 6.14 SUPERVISORY DIFFERENTIAL

Notwithstanding Section 4.62.2 of the Los Angeles Administrative Code, any bona fide supervisory employee as defined by that Section, in the classes and pay grades listed below, who is at the fifth step of the salary range and is required to supervise any subordinate who regularly receives a professional registration bonus pursuant to Article 8.3 of this MOU, shall receive a supervisory differential at the rate of two (2) premium level rates above the rate, including the registration bonus, of the highest paid subordinate unless the supervising employee is already receiving a higher rate.

No other shift differentials, bonuses, or premiums will be included in computing the subordinate's pay level.

The City Administrative Officer shall investigate all employment situations described by this Article in the manner described by Los Angeles Administrative Code Section 4.62.2 and

shall notify the Controller whenever a supervisory differential authorized pursuant to this Article shall be retroactive to when the employee was first assigned to the position for which the supervisory differential is authorized.

<u>Class Code</u>	<u>Class Title</u>
7926-3	Architectural Associate III
7542-3	Building Electrical Engineering Associate III
7557-3	Building Mechanical Engineering Associate III
7246-3	Civil Engineering Associate III
7607-3	Communications Engineering Associate III
7230-3	Control Systems Engineering Associate III
7525-3	Electrical Engineering Associate III
7933-3	Landscape Architectural Associate III
7967-3	Materials Testing Engineering Associate III
7554-3	Mechanical Engineering Associate III
7871-3	Sanitary Engineering Associate III
7527-3	Street Lighting Engineering Associate III
7957-3	Structural Engineering Associate III
7280-3	Transportation Engineering Associate III

In the Police and Fire Departments, members of this Unit shall be eligible for a supervisory differential, as a “bona fide supervisory employee,” in accordance with Section 4.62.2 of the Los Angeles Administrative Code (LAAC), when regularly assigned as a supervisor with full administrative and technical authority to assign, review and approve the work of civilian subordinates. The salaries of any sworn subordinates shall not be used in determining eligibility for the supervision differential described in LAAC Section 4.62.2 or elsewhere in this Article.

ARTICLE 6.15 TEMPORARY SUPERVISORY PAY

Section I

- a. Whenever Management assigns an employee to perform the full duties of a higher level supervisory position in situations where the incumbent of the higher level position is temporarily absent, such employee shall become eligible for additional compensation upon completion of a qualifying period of 15 consecutive working days in such assignment at his/her regular rate of compensation. Paid leave time taken during a qualifying period shall extend the 15-day qualifying period by the length of the absence. All other absences shall constitute a disqualifying break in the 15-day qualifying period requirement, necessitating the initiation and completion of a new qualifying period. Pay shall commence on the 16th day of the assignment.

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

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

Section II

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

Section III

Management retains the right to determine whether a position is vacant or to be filled due to a temporary absence.

ARTICLE 7.0 BENEFITS

ARTICLE 7.1 CIVILIAN MODIFIED FLEXIBLE BENEFITS PROGRAM

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

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

Section I - Health Plans

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

Management agrees to contribute a monthly sum not to exceed \$857.02 per month, effective January 1, 2007 per full time employee, effective the beginning of the payperiod in which the Kaiser yearly premium rate change is implemented, toward the cost of a City-sponsored health plan for employees who are members of LACERS.

Effective January 1, 2007, for each half-time employee, as defined by Section 4.110 of the Los Angeles Administrative Code (LAAC) who becomes a member of LACERS following July 1, 1990, and for each employee who transfers from full-time to half-time status following the July 1, 1990, Management agrees to contribute a monthly subsidy not to exceed \$329.62 per employee.

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

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

Half-time employees who, prior to July 1, 1990, were receiving the same subsidy as full-time employees shall continue to receive the full-time employee subsidy and shall be eligible to receive any increases applied to that subsidy as provided in this Article as long as they do not have a break in service.

Full-time employees who work a temporary reduced schedule under the provisions of Article 7.8, Family and Medical Leave, shall continue to receive the full-time employee subsidy 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 shall be those approved by the City's Joint Labor-Management Committee and administered by the Personnel Department in accordance with Los Angeles Administrative Code 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.

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

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

Association-Sponsored Dental Insurance

Employees may elect to be covered by one of the Association-sponsored dental insurance programs instead of by the City-sponsored dental insurance plan. The amount to be remitted for each employee covered by an Association-sponsored plan shall be a maximum of \$15.67 monthly. Enrollment in the Association plans shall be available to all employees regardless of Association membership or affiliation. Employees may not receive a subsidy for more than one of the City-sponsored or Association-sponsored dental plans.

If the monthly rate of any Association-sponsored plan increases, the City will adjust its subsidy to the amount necessary to cover the employee only coverage; provided, however, that the monthly amount of the increased subsidy may not exceed the maximum cost of the employee only coverage at that time under the City plan or \$18.00 per month, whichever is greater.

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.

The parties mutually understand that the City will provide the subsidy to the separate EAA dental carriers an aggregate amount equal to the sum of the subsidy paid for those employees enrolled in the Association-sponsored programs who are on the payroll during each payroll period for which the subsidy is paid together with a list of those employees for whom the subsidy was paid during said payroll period. Remittance of this aggregate amount will be made within 30-working days after the conclusion of the payroll period in which the subsidy was paid.

The parties further understand that for those employees enrolled in an Association-sponsored program, who authorized the City Controller to make a payroll deduction to cover any additional costs of said dental insurance plan, the City will remit to the carrier a separate amount and appropriate deduction list.

The parties mutually agree that the City is not responsible for, nor expected to provide, any additional accounting, administrative, bookkeeping, clerical or other services except as provided for in the above paragraphs, and that the Association assumes all responsibility for any services which may arise out of the administration of the Association-sponsored programs.

The Association shall indemnify, defend and hold the City harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or result from any action taken by the City for purposes of complying with this Article, or by failure of the Association or its dental insurance carrier to provide the coverage and services agreed to between the Association and the carrier.

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

Section III - Definition of Dependents

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

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

Section IV - General Provisions

An open enrollment period of at least 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. However, employees may enroll in Association-sponsored programs in accordance with the procedures of those programs.

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

Section V - Subsidy During Family and Medical Leave

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

ARTICLE 7.2 RETIREMENT BENEFITS

A. Benefits

Retirement benefits including the Beta Retirement Formula and the subsidy of one-half the employees' retirement contribution rates will be continued during the term of this MOU. The City will further reduce, after the one-half subsidy, the employees' retirement contribution rate by two percent (2%) of his/her compensation earnable during the term of this MOU. The foregoing retirement rate subsidies shall not be applicable to employees hired January 1, 1983 and thereafter, who shall make a flat-rated employee retirement contribution of six percent (6%).

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 City Council by the City Administrative Officer 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 City Administrative Officer to the City Council. Affected organizations shall be given the opportunity to review the proposed minor changes prior to the release of the report, and their views shall be included in the report.

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

ARTICLE 7.3 SICK LEAVE BENEFITS

Every full-time employee shall be entitled to sick leave with pay if the employee is compelled to be absent from work due to any illness or injury other than that caused by or arising from the employee's own moral turpitude, or sustained in the course of or arising out of and proximately caused by the employee's duties as a City employee. Such sick leave shall be allowed as follows:

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

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 100 working days, provided, however, that any sick leave at full pay remaining unused at the end of any calendar year, which if added to an employee's accumulated sick leave at full pay will

exceed 100 working days, 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.

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

Doctor's Certificate Requirement

Payment for sick leave at full pay for any period of three consecutive working days or less may be allowed upon approval of the appointing authority. No payment, however, for sick leave in excess of three consecutive working days shall be made until a doctor's certificate

or other suitable and satisfactory proof showing the fact of the illness and the necessity for the absence, together with such other satisfactory proof of the probity of the claim as may be required as been received, accepted and approved by the employee's appointing authority and reported to the Controller. Nothing in this Article shall prevent the appointing authority from requiring a doctor's certificate or proof of illness at any time.

Extended Sick Leave

When sick leave extends for more than 25 consecutive working days, the appointing authority shall initiate the following procedure:

1. The appointing authority shall transmit a medical report of the employee's physician or such other evidence as he/she may have to the Personnel Department Examining Physician as to the medical necessity for such leave, estimated duration of the disability and any other pertinent medical facts in connection therewith. The General Manager of the Personnel Department may, if he/she deems it advisable, order a medical examination or make other investigation of the employee for the purpose of said report by the Personnel Department Examining Physician.
2. Upon receipt of the report from the Personnel Department Examining Physician, the General Manager of the Personnel Department shall submit the same to the appointing authority.
3. The appointing authority, after considering such report, may approve further payment for such sick leave not to exceed 63 additional working days or may disapprove further payment for any such additional sick leave and shall so notify the office of the Controller.

In any case where use of sick leave with either full or partial pay, or both, extends for more than 63 consecutive working days beyond the first 25 consecutive working days, and for each successive period of 63 working days thereafter, the appointing authority shall reinstate the procedure set forth above before payment for more than each 63 consecutive days may be made.

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 7.4 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 at full pay, shall, upon

the approval of the appointing authority be allowed leave of absence will full pay for a maximum of 12 working days in any one calendar year. The appointing authority may require that the employee furnish a doctor's certificate or other suitable proof showing the nature and extent of the injury or illness to justify such absence.

"Immediate family" shall include the father, mother, brother, sister, spouse, child, grandparents, grandchildren, father-in-law, mother-in-law, step-parents, step-children, foster child, the domestic partner of an employee and the children of the domestic partner, or a household member.

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.

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

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

ARTICLE 7.5 HOLIDAYS AND HOLIDAY PAY

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 last Monday in March)
5. Memorial Day (the last Monday in May)
6. Independence Day (July 4)
7. Labor Day (the first Monday in September)
8. Columbus Day (the second Monday in October)
9. Veteran's Day (November 11)
10. Thanksgiving Day (the fourth Thursday in November)
11. The Friday after Thanksgiving Day
12. Christmas Day (December 25)
13. Any day or portion thereof declared to be a holiday by proclamation of the Mayor with the concurrence of the City Council by resolution.
14. One unspecified holiday (per calendar year)

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

- C. When any holiday from 1 through 12 above falls on a Saturday, it shall be observed on the preceding Friday.
- D. Any holiday declared by proclamation of the Mayor, shall not be deemed to advance the last scheduled working day before a holiday for purposes of computing any additional time off.
- E. Whenever a holiday from 1 through 12 above occurs during an employee's regular scheduled work week, eight (8) hours of paid leave shall be credited for the purpose of computing overtime pay for work performed after forty (40) hours. This section shall not apply to employees who are salaried, in accordance with Article 6.2, Section V.
- F. Whenever a holiday listed under 13 and/or 14 above occurs during an employee's regularly scheduled work week, the appropriate number of hours of paid leave shall be credited for the purpose of computing overtime pay for work performed after forty (40) hours. This section shall not apply to employees who are salaried, in accordance with Article 6.2, Section V.
- G. Whenever an employee's 9/80 or modified day off falls on a holiday, the employee shall take an alternative 9/80 day off within the same workweek and calendar week as the holiday.
- H. Holiday Premium Pay - Any FLSA non-exempt full-time employee who works on any holiday listed above will receive eight (8) hours (or portion thereof as specified above in A.13) of holiday pay and one and one-half (1-1/2) the hourly rate for all hours worked on the observed holiday; provided, however, that the employee has (1) worked his/her assigned shift immediately before, and his/her assigned shift immediately after the holiday, or (2) prior to such holiday. Management has authorized the employee to take paid leave time off in lieu of the requirement to work said shifts. Any employee who fails to meet these requirements will be paid at the rate of one hour for each hour worked. Employees shall not receive both overtime and Holiday Premium Pay (as defined herein) for the same hours. This section shall not apply to employees who are salaried, in accordance with Article 6.2, Section V.
- I. An employees who work (1) in excess of eight (8) hours on any holiday listed from 1 through 12 above, or (2) in excess of any day or portion thereof declared to be a holiday by proclamation of the Mayor, shall be paid at the appropriate holiday premium pay rate for his/her class. Employees shall not receive both overtime and holiday premium pay for the same hours. This section shall not apply to employees who are salaried, in accordance with Article 6.2, Section V.

- J. For each holiday listed above which results in time off with pay for employees working a Monday through Friday work week, employees who are scheduled to work other than the Monday through Friday work week shall be entitled to such day off with pay or shall be compensated in accordance with all pertinent provisions (B through I. above). If such holiday falls on the employee's scheduled day off, an alternative day off in-lieu shall be scheduled within the same workweek and calendar week as the holiday.
- K. Management shall have the sole authority and responsibility to determine whether the compensation for any holiday worked shall be in cash or paid leave time off.
- L. The unspecified holiday shall be taken in accordance with the following requirements:
1. The holiday must be taken in one full normal working day increment of eight (8) hours during the calendar year in which it is credited or it will be forfeited. The request for such time off, if timely submitted by the employee, will be promptly approved by Management subject to the operating needs of the employee's department, office or bureau. If an unforeseen operating requirement prevents the employee from taking such previously approved holiday, Management will reschedule the holiday so that it may be taken on some other reasonably satisfactory date within the calendar year.
 2. Any break in service (i.e., resignation, discharge, retirement) prior to taking the holiday shall forfeit any right thereto.
 3. The holiday shall not be utilized to extend the date of any layoff.
 4. No employee shall be entitled to an unspecified holiday until he/she has completed six months of satisfactory service.
 5. Employees who work in intermittent, on call, vacation relief, or seasonal positions shall not be entitled to an unspecified holiday.
 6. No employee shall receive more than one unspecified holiday each calendar year. Thus, (a) an employee transferring from the Department of Water and Power (DWP) to any other City department, office or bureau will not receive an unspecified holiday after taking such holiday prior to leaving the DWP, and (b) employees who resign or are terminated and then rehired during the same calendar year, will not receive an additional unspecified holiday when rehired.

ARTICLE 7.6 VACATION

Section I – Vacation Accrual

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

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

Section II – Active Military Service: Vacation Accrual during Leave and Cash-Out of Accrued Vacation at Commencement of Leave

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

ARTICLE 7.7 BEREAVEMENT LEAVE

An employee who is absent from work by reason of the death of a member of his/her immediate family shall, upon the approval of the appointing authority or the agent thereof

designated to determine such matters, be allowed a leave of absence with full pay for a maximum of three working days for each occurrence of a death in the employee's immediate family. Such employees shall furnish a death certificate or other satisfactory proof of the death to justify the absence. "Immediate family" shall include, father, father-in-law, mother, mother-in-law, brother, sister, spouse, child, grandfather, grandmother, stepparents, stepchildren, grandchildren, any relative who resided in the employee's household, the domestic partner of an employee, a household member, and the following relatives of the employee's domestic partner; mother, father, child, grandchild. For the purpose of this Article, simultaneous, multiple family deaths will be considered as one 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. By extending to an employee the specific benefits defined by this Article, the City does not intend to confer or imply any other unspecified benefits to such employee, or to the employee's domestic partner, or to any other person.

In addition to the bereavement leave provided for in this Article, upon the approval of the appointing authority, any employee who has accrued unused sick leave at full pay, shall be allowed sick leave with full pay not to exceed two working days per occurrence for the purpose of bereavement leave if it is necessary for the employee to travel a minimum of 1500 miles one way, as determined by the Automobile Association of America (AAA). Employees requesting the use of sick leave under this provision shall furnish satisfactory proof to the appointing authority of the distance traveled. Use of sick leave hours for bereavement leave shall not be counted as sick leave in any department Sick Leave Use Monitoring Program.

ARTICLE 7.8 FAMILY AND MEDICAL LEAVE

I. Authorization for Leave

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

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

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

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

III. Eligibility

- A. The provisions of this Article shall apply to all employees in this Unit in all City departments who have been employed by the City for at least 12 months and who have worked at least 1,040 hours during the 12 months immediately preceding the beginning of the leave.

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

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

Spouses or domestic partners who both work for the City may take leave under the provisions of this Article at the same time to 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 other City employee who is requesting leave for the same incident. Such notification must include the starting and ending dates of the time period for which each employee is requesting leave.

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

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

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

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

- G. If any employee requires another leave for a separate incident under the provisions of this Article during the same 12 month period, a new request must be submitted.

- H. In accordance with Pregnancy Disability Leave under the California FEHA, pregnant employees who are disabled due to pregnancy, child birth, or related medical conditions are eligible for up to four (4) months (nine [9] pay periods) of leave with medical certification certifying the employee as unable to work due to a pregnancy-related condition. Pregnancy Disability Leave under the FEHA may be taken before or after the birth of 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 (either parent) are also eligible for family leave ("bonding") under the California Family Rights Act, which shall be limited to four months (nine [9] pay periods) and must be concluded within one year of the child's birth. (The administration of such leave shall be in accordance with Section III.B. of this Article.)

- I. A personal leave beyond the four (4) month (nine [9] pay period) leave provided in this Article may be requested, subject to the approval of the appointing authority and, if required, the Personnel Department, as provided under other City leave provisions.
- J. An employee receiving temporary workers' compensation benefits (either IOD or the rate provided in Division IV of the California Labor Code) who meets the eligibility requirements in II.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 15 calendar days to obtain the medical certification.
- L. Upon return from family or medical leave, an employee shall be returned to his/her original job or to an equivalent job.

V. Notice Requirements

- A. Employee

When an employee requests family or medical leave, he/she must state the reason for the requested leave (e.g., childbirth, to care for an immediate family member with a serious health condition, etc.). When the necessity for

a leave is foreseeable, the employee must provide at least 30 days notice. However, if the leave must begin in less than 30 days, the employee must provide as much advance notice as is practicable.

B. Management

In response to 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-month (nine [9] pay period) 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-month (nine [9] pay period) family or medical leave entitlement. Therefore, any use of FLSA compensatory time off under this Section shall extend the employee's family or medical leave by the total amount of FLSA compensatory time off used.

C. Personal Medical Leave

1. Accrued 100% sick leave may be used at the employee's discretion. Such leave may be taken before or after the vacation described in No 3 below.
2. Accrued 75% sick leave may be used following use of all 100% sick leave at the employee's discretion. Such leave may be taken before or after the vacation described in No 3 below.
3. Accrued vacation time.

4. Unpaid leave.
5. Accrued compensatory time off may be used at the employee's discretion, with Management approval, after exhaustion of 100% sick leave (No. 1 above). However, FLSA compensatory time off shall not be counted against the employee's four-month (nine [9] pay period) 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 7.9 DISABILITY INSURANCE PLAN

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

ARTICLE 7.10 DEPENDENT CARE REIMBURSEMENT ACCOUNT

During the term of this MOU, Management agrees to maintain a Dependent Care Reimbursement Account (DCRA), qualified under Section 129 of the Internal Revenue Code, for active employees who are members of LACERS, provided that sufficient

enrollment is maintained to continue to make the account available. Enrollment in the DCRA is at the discretion of each employee. All contributions into the DCRA and related administrative fees shall be paid by employees who are enrolled in the plan. As a qualified Section 129 Plan, the DCRA shall be administered according to the rules and regulations specified for such plans by the Internal Revenue Service.

ARTICLE 7.11 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.

ARTICLE 7.12 WORKERS' COMPENSATION

Management agrees to continue providing Workers' Compensation benefits in accordance with Section 4.104 of the Los Angeles Administrative Code. During the term of this MOU, salary continuation payments during absences for temporary disability conditions shall be 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 7.13 PARKING

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

Temporary Parking - Occasional Mileage Assignment

Employees who are assigned to receive mileage on an occasional basis, and are not otherwise assigned a mileage parking permit may apply to Parking Services for a temporary parking pass (for one or more days), upon certification by a supervisor in

advance that the employee will be assigned to mileage on a specific date(s). Such temporary pass may be requested in lieu of receiving reimbursement for parking on the date of the mileage assignment.

Such permits shall be available only for City owned lots for which temporary permits are normally available.

Temporary Parking - Office Relocation

It is the understanding of the parties that temporary transition parking for a function relocated to the civic center area may be provided under the condition that such temporary parking shall not exceed 30 days and no more than 10 permits shall be available at any time to any group of City employees.

The purpose of such transition parking is to provide affected employees with the opportunity to arrange carpools, vanpools or public transportation at their new work location.

Application for such permits shall be submitted by the General Manager of the relocated department on behalf of the group of affected employees. Such permits shall be made available to employees who do not immediately qualify for regular parking permits or a transportation subsidy. If the number of relocated employees exceeds 10, then it shall be the responsibility of the requesting department to determine eligibility, and such determination shall not be subject to grievance or appeal to Parking Services.

Such permits shall be available only for City-owned lots for which temporary permits are normally available. They will not be available to individual employees who transfer or promote between locations.

ARTICLE 8.0 REGISTRATION

ARTICLE 8.1 STATE REGISTRATION EXAMINATIONS

An employee may take time off with pay for the purpose of taking examinations for State registration as a Professional Engineer, Engineering Geologist, or Environmental Health Specialist, for State certification as a licensed Architect or Landscape Architect or Water Treatment Plant Operator, or for certification as an Engineer-in-Training. Such time off will only be permitted for an employee who would normally be required to work on a day on which the examination is actually given.

ARTICLE 8.2 REIMBURSEMENT FOR STATE LICENSE/STATE CERTIFICATION

Any employee in the following classes and pay grades who is required to maintain a State of California Professional Registration as a condition of employment, shall be reimbursed by the City for the cost of such registration upon presentation by the employee of a paid receipt for such cost:

<u>Class Code</u>	<u>Class Title</u>
7926-3	Architectural Associate III
7542-3	Building Electrical Engineering Associate III
7557-3	Building Mechanical Engineering Associate III
7246-3	Civil Engineering Associate III
7607-3	Communications Engineering Associate III
7230-3	Control Systems Engineering Associate III
7525-3	Electrical Engineering Associate III
7933-3	Landscape Architectural Associate III
7967-3	Materials Testing Engineering Associate III
7554-3	Mechanical Engineering Associate III
7871-3	Sanitary Engineering Associate III
7527-3	Street Lighting Engineering Associate III
7957-3	Structural Engineering Associate III
7280-3	Transportation Engineering Associate III

Any Department of Building and Safety employee in this Unit who is required to maintain certification as a Building Official, Plan Reviewer, or Building Inspector by the State of California as a condition of employment shall be reimbursed by the City for the cost of that certification upon presentation of a paid receipt from a Department-approved certifying organization.

ARTICLE 8.3 REGISTRATION BONUS

Eligible employees shall receive a registration bonus in accordance with the provisions of Appendix E of this MOU.

MOU 08-2010

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

Engineers and Architects Association



Robert G. Aquino
Executive Director

City of Los Angeles Representatives



Karen L. Sisson
Acting City Administrative Officer

Los Angeles World Airports

Los Angeles Department of Building
and Safety

Personnel Department

Community Development Department

Controller's Office

Fire Department

General Services Department

Harbor Department

Information Technology Agency

Police Department

Department of Public Works

Department of Recreation and Parks

Department of Transportation

For the City Attorney's Office:

Erna P. Houston

Date: 2-5-07

SALARY NOTES

Note 1: A total of five persons employed in the class and pay grades of Criminalist I, II, or III (Code 2234-1, -2, or -3), will receive salary at the third premium level rate above the appropriate step rate for the position when assigned to the Police Department's Hazardous Chemical Team.

Effective January 1, 2007, employees in the class and pay grades of Criminalist I, II, or III, who are assigned to the Police Department's Hazardous Chemical Team, and have not been receiving premium level compensation in accordance with this Salary Note at the time of such assignment, shall receive salary at the third premium level rate above the appropriate step rate for the position for the day on which he/she is required to respond to illicit drug labs or dangerous chemical calls.

Note 2: Environmental Specialist I, II or III (Code 7310/1-2-3) when assigned by the Harbor Department to participate in diving activities, will receive \$6.00 per hour for eight (8) hours on those days actually spent diving.

Note 3: Sanitary Engineering Associates II and III who are required to maintain a State of California Level IV or Level V Certification as a Waste Water Treatment Plant Operator will receive salary at the second premium level rate above the appropriate step rate for the position. The bonus shall commence at the beginning of the payroll period next succeeding the date the person presents to the appropriate appointing authority the certificate or other such document or authorization for use of title as is satisfactory to the appointing authority.

Note 4: A person employed by the Harbor Department in the class of Programmer/Analyst I (Code 1431-1), when regularly assigned to supervise the evening shift(s) of the Data Processing Section, shall receive salary at the second premium level rate above the appropriate step rate of the salary range prescribed for this class.

Note 5: Persons employed in the class of Chemist, Code 7833, Water Biologist, Code 7856, or Water Microbiologist, Code 7857, in the Department of Public Works, Bureau of Sanitation who are assigned to test sludge, cesspool, or raw sewage samples shall receive, in addition to his/her regular compensation, one dollar (\$1.00) per hour for each full hour or portion thereof of such assignment.

Note 6: Persons employed in the class of Materials Testing Engineering Associate, Code 7967, who are assigned to perform ultrasonic weld testing at City construction sites for more than 50% of any working day shall receive compensation at the second premium level above the appropriate step rate of the salary range for the position for each day so assigned.

Note 7: Compensation for employees occupying a position designated by the departmental appointing authority as a Project Manager I performing engineering, architecture, or landscape architecture related duties shall be as follows:

Effective Date	Salary Range
1/1/07	4210(5)
7/1/07	4337(5)
7/1/08	4468(5)
7/1/09	4602(5)

Note 8: Compensation for employees occupying a position designated by the departmental appointing authority as a Project Manager II performing engineering, architecture, or landscape architecture related duties shall be as follows:

Effective Date	Salary Range
1/1/07	4873(5)
7/1/07	5020(5)
7/1/08	5172(5)
7/1/09	5326(5)

Note 9: Compensation for employees occupying a position designated by the departmental appointing authority as a Project Manager III performing engineering, architecture, or landscape architecture related duties shall be as follows:

Effective Date	Salary Range
1/1/07	5570(5)
7/1/07	5737(5)
7/1/08	5910(5)
7/1/09	6089(5)

Note 10: Persons employed in the class of Materials Testing Engineering Associate I and II, Code 7967-1/2, who are assigned to use a nuclear test gauge for testing asphalt and soil compression shall receive salary at the second premium level above the appropriate step rate for the position for each day so assigned.

Note 11: Persons employed in the class of Material Testing Engineering Associate I and II, Code 7967-1/2, who are assigned to perform electrical spark testing shall receive salary at the second premium level above the appropriate step rate for the position for each day so assigned.

Note 12: Salary ranges for persons who were employed in the class of Civil Engineering Assistant II-Harbor or Civil Engineering Assistant II-Airports prior to July 1, 1998 who transitioned to the class of Civil Engineering Associate I on July 1, 1998 are as follows:

Effective Date	Salary Range
1/1/07	2961(5)
7/1/07	3050(5)
7/1/08	3143(5)
7/1/09	3237(5)

Note 13: Employees covered by this MOU shall not be eligible for adjusted salary under the noise provisions of Note K of Schedule A of Section 4.61 of the Los Angeles Administrative Code.

Note 14: Effective January 1, 2005, persons in the class and pay grade of Materials Testing Engineering Associate I who were reclassified from the class of Materials Testing Engineering Assistant effective July 1, 1998, and who do not possess an Engineer-in-Training certificate, shall be pay grade advanced to Materials Testing Engineering Associate II upon thirteen (13) years of combined experience in the class of Materials Testing Engineering Assistant and Materials Testing Engineering Associate.

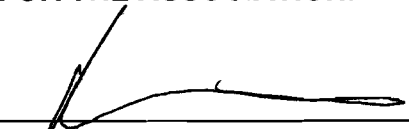
LETTER OF INTENT

Professional Engineering and Scientific Unit (MOU 8)

As part of the 2007-2010 MOU the undersigned parties agree to reopen negotiations regarding only the following matters; and all other provisions of the applicable MOU shall remain in place.

1. Pay Differentials with DWP: The parties acknowledge that pay differentials exist between classes used by both Council-controlled departments and the Department of Water and Power ("common classes"). The parties further acknowledge that it is a goal of the City and EAA to address any pay differentials for common classes, while recognizing that any such resolution of differentials must be a long term goal. To begin the process, the City will provide to EAA a list of all common classes represented by the union and their respective pay rates no later than March 1, 2007. The parties will then re-open negotiations to review the results of the study and to meet and confer as to any adjustments, with an implementation goal of July 1, 2007.
2. The City will complete a classification and compensation study of the Systems Analyst class series through Sr. Systems Analyst II by February 28, 2007. The parties will review the results of the study and reopen the appropriate MOUs, if necessary, no later than March 30, 2007, and thereafter meet and confer as to any modifications of the MOU.
3. In conjunction with the implementation of the new payroll system (PaySR), the City is reevaluating practices regarding computation of salaries and benefits. The parties agree to reopen the MOU as needed to handle these issues.

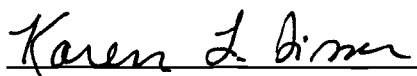
FOR THE ASSOCIATION:



Robert Aquino, Executive Director
Architects and Engineers Association

Dated: 02/02/07

FOR MANAGEMENT:



Karen L. Sisson
Acting City Administrative Officer

Dated: 2/02/07

APPENDIX A

Operative on February 6, 2007

CLASS CODE	TITLE	SALARY RANGE	ANNUAL RANGE	
7926 1	Architectural Associate I	2858	59,675-	74,145
7926 2	Architectural Associate II	3197	66,753-	82,935
7926 3	Architectural Associate III	3560	74,332-	92,352
7926 4	Architectural Associate IV	3869	80,784-	100,370
7542 1	Building Electrical Engineering Associate I	2858	59,675-	74,145
7542 2	Building Electrical Engineering Associate II	3197	66,753-	82,935
7542 3	Building Electrical Engineering Associate III	3560	74,332-	92,352
7542 4	Building Electrical Engineering Associate IV	3869	80,784-	100,370
7557 1	Building Mechanical Engineering Associate I	2858	59,675-	74,145
7557 2	Building Mechanical Engineering Associate II	3197	66,753-	82,935
7557 3	Building Mechanical Engineering Associate III	3560	74,332-	92,352
7557 4	Building Mechanical Engineering Associate IV	3869	80,784-	100,370
7833 1	Chemist I	2655	55,436-	68,862
7833 2	Chemist II	2858	59,675-	74,145
7246 1	Civil Engineering Associate I	2858	59,675-	74,145
7246 2	Civil Engineering Associate II	3197	66,753-	82,935
7246 3	Civil Engineering Associate III	3560	74,332-	92,352
7246 4	Civil Engineering Associate IV	3869	80,784-	100,370
7607 1	Communications Engineering Associate I	2858	59,675-	74,145
7607 2	Communications Engineering Associate II	3197	66,753-	82,935
7607 3	Communications Engineering Associate III	3560	74,332-	92,352
7607 4	Communications Engineering Associate IV	3869	80,784-	100,370
7230 1	Control Systems Engineering Associate I	2858	59,675-	74,145
7230 2	Control Systems Engineering Associate II	3197	66,753-	82,935
7230 3	Control Systems Engineering Associate III	3560	74,332-	92,352
7230 4	Control Systems Engineering Associate IV	3869	80,784-	100,370
2234 1	Criminalist I	2829	59,069-	73,414
2234 2	Criminalist II	3707	77,402-	96,152
2234 3	Criminalist III	3892	81,264-	100,955
7525 1	Electrical Engineering Associate I	2858	59,675-	74,145
7525 2	Electrical Engineering Associate II	3197	66,753-	82,935
7525 3	Electrical Engineering Associate III	3560	74,332-	92,352
7525 4	Electrical Engineering Associate IV	3869	80,784-	100,370
7253 1	Engineering Geologist Associate I	2858	59,675-	74,145
7253 2	Engineering Geologist Associate II	3197	66,753-	82,935
7253 3	Engineering Geologist Associate III	3560	74,332-	92,352
7253 4	Engineering Geologist Associate IV	3869	80,784-	100,370
7310 1	Environmental Specialist I	2655	55,436-	68,862
7310 2	Environmental Specialist II	3197	66,753-	82,935
7310 3	Environmental Specialist III	3560	74,332-	92,352
7978 1	Fire Protection Engineering Associate I	2858	59,675-	74,145
7978 2	Fire Protection Engineering Associate II	3197	66,753-	82,935
7978 3	Fire Protection Engineering Associate III	3560	74,332-	92,352
7978 4	Fire Protection Engineering Associate IV	3869	80,784-	100,370
7933 1	Landscape Architectural Associate I	2858	59,675-	74,145
7933 2	Landscape Architectural Associate II	3197	66,753-	82,935
7933 3	Landscape Architectural Associate III	3560	74,332-	92,352
7933 4	Landscape Architectural Associate IV	3869	80,784-	100,370
7967 1	Materials Testing Engineering Associate I	2858	59,675-	74,145
7967 2	Materials Testing Engineering Associate II	3197	66,753-	82,935

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<u>CLASS CODE</u>	<u>TITLE</u>	<u>SALARY RANGE</u>	<u>ANNUAL RANGE</u>	
7967 3	Materials Testing Engineering Associate III	3560	74,332-	92,352
7967 4	Materials Testing Engineering Associate IV	3869	80,784-	100,370
7554 1	Mechanical Engineering Associate I	2858	59,675-	74,145
7554 2	Mechanical Engineering Associate II	3197	66,753-	82,935
7554 3	Mechanical Engineering Associate III	3560	74,332-	92,352
7554 4	Mechanical Engineering Associate IV	3869	80,784-	100,370
1779 1	Operations & Statistical Research Analyst I	3076	64,226-	79,803
1779 2	Operations & Statistical Research Analyst II	3675	76,734-	95,317
1431 1	Programmer/Analyst I	2809	58,651-	72,871
1431 2	Programmer/Analyst II	2999	62,619-	77,799
1431 3	Programmer/Analyst III	3271	68,298-	84,856
1431 4	Programmer/Analyst IV	3541	73,936-	91,830
1431 5	Programmer/Analyst V	3814	79,636-	98,950
7980	Risk Mgmt & Program Prevention Specialist	3869	80,784-	100,370
7871 1	Sanitary Engineering Associate I	2858	59,675-	74,145
7871 2	Sanitary Engineering Associate II	3197	66,753-	82,935
7871 3	Sanitary Engineering Associate III	3560	74,332-	92,352
7871 4	Sanitary Engineering Associate IV	3869	80,784-	100,370
7527 1	Street Lighting Engineering Associate I	2858	59,675-	74,145
7527 2	Street Lighting Engineering Associate II	3197	66,753-	82,935
7527 3	Street Lighting Engineering Associate III	3560	74,332-	92,352
7527 4	Street Lighting Engineering Associate IV	3869	80,784-	100,370
7957 1	Structural Engineering Associate I	2858	59,675-	74,145
7957 2	Structural Engineering Associate II	3197	66,753-	82,935
7957 3	Structural Engineering Associate III	3560	74,332-	92,352
7957 4	Structural Engineering Associate IV	3869	80,784-	100,370
7642	Telecommunications Planner	3433	71,681-	89,032
7280 1	Transportation Engineering Associate I	2858	59,675-	74,145
7280 2	Transportation Engineering Associate II	3197	66,753-	82,935
7280 3	Transportation Engineering Associate III	3560	74,332-	92,352
7280 4	Transportation Engineering Associate IV	3869	80,784-	100,370
7856 1	Water Biologist I	2655	55,436-	68,862
7856 2	Water Biologist II	2861	59,737-	74,228
7856 3	Water Biologist III	3288	68,653-	85,295
7857 1	Water Microbiologist I	2655	55,436-	68,862
7857 2	Water Microbiologist II	2861	59,737-	74,228
7857 3	Water Microbiologist III	3288	68,653-	85,295
4302	Zoo Research Director	2880	60,134-	74,730

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RANGE: 2655

	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
HOURLY	26.55	28.03	29.59	31.24	32.98
BI-WEEKLY	2,124.00	2,242.40	2,367.20	2,499.20	2,638.40
MONTHLY	4,619.70	4,877.22	5,148.66	5,435.76	5,738.52
ANNUAL	55,436.40	58,526.64	61,783.92	65,229.12	68,862.24

RANGE: 2809

	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
HOURLY	28.09	29.66	31.31	33.06	34.90
BI-WEEKLY	2,247.20	2,372.80	2,504.80	2,644.80	2,792.00
MONTHLY	4,887.66	5,160.84	5,447.94	5,752.44	6,072.60
ANNUAL	58,651.92	61,930.08	65,375.28	69,029.28	72,871.20

RANGE: 2829

	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
HOURLY	28.29	29.87	31.54	33.30	35.16
BI-WEEKLY	2,263.20	2,389.60	2,523.20	2,664.00	2,812.80
MONTHLY	4,922.46	5,197.38	5,487.96	5,794.20	6,117.84
ANNUAL	59,069.52	62,368.56	65,855.52	69,530.40	73,414.08

RANGE: 2858

	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
HOURLY	28.58	30.17	31.85	33.63	35.51
BI-WEEKLY	2,286.40	2,413.60	2,548.00	2,690.40	2,840.80
MONTHLY	4,972.92	5,249.58	5,541.90	5,851.62	6,178.74
ANNUAL	59,675.04	62,994.96	66,502.80	70,219.44	74,144.88

RANGE: 2861

	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
HOURLY	28.61	30.21	31.89	33.67	35.55
BI-WEEKLY	2,288.80	2,416.80	2,551.20	2,693.60	2,844.00
MONTHLY	4,978.14	5,256.54	5,548.86	5,858.58	6,185.70
ANNUAL	59,737.68	63,078.48	66,586.32	70,302.96	74,228.40

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RANGE: 2880

	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
HOURLY	28.80	30.41	32.11	33.90	35.79
BI-WEEKLY	2,304.00	2,432.80	2,568.80	2,712.00	2,863.20
MONTHLY	5,011.20	5,291.34	5,587.14	5,898.60	6,227.46
ANNUAL	60,134.40	63,496.08	67,045.68	70,783.20	74,729.52

RANGE: 2999

	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
HOURLY	29.99	31.66	33.43	35.29	37.26
BI-WEEKLY	2,399.20	2,532.80	2,674.40	2,823.20	2,980.80
MONTHLY	5,218.26	5,508.84	5,816.82	6,140.46	6,483.24
ANNUAL	62,619.12	66,106.08	69,801.84	73,685.52	77,798.88

RANGE: 3076

	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
HOURLY	30.76	32.48	34.29	36.20	38.22
BI-WEEKLY	2,460.80	2,598.40	2,743.20	2,896.00	3,057.60
MONTHLY	5,352.24	5,651.52	5,966.46	6,298.80	6,650.28
ANNUAL	64,226.88	67,818.24	71,597.52	75,585.60	79,803.36

RANGE: 3197

	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
HOURLY	31.97	33.75	35.63	37.62	39.72
BI-WEEKLY	2,557.60	2,700.00	2,850.40	3,009.60	3,177.60
MONTHLY	5,562.78	5,872.50	6,199.62	6,545.88	6,911.28
ANNUAL	66,753.36	70,470.00	74,395.44	78,550.56	82,935.36

RANGE: 3271

	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
HOURLY	32.71	34.53	36.46	38.49	40.64
BI-WEEKLY	2,616.80	2,762.40	2,916.80	3,079.20	3,251.20
MONTHLY	5,691.54	6,008.22	6,344.04	6,697.26	7,071.36
ANNUAL	68,298.48	72,098.64	76,128.48	80,367.12	84,856.32

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RANGE: 3288

	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
HOURLY	32.88	34.71	36.65	38.69	40.85
BI-WEEKLY	2,630.40	2,776.80	2,932.00	3,095.20	3,268.00
MONTHLY	5,721.12	6,039.54	6,377.10	6,732.06	7,107.90
ANNUAL	68,653.44	72,474.48	76,525.20	80,784.72	85,294.80

RANGE: 3433

	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
HOURLY	34.33	36.24	38.26	40.39	42.64
BI-WEEKLY	2,746.40	2,899.20	3,060.80	3,231.20	3,411.20
MONTHLY	5,973.42	6,305.76	6,657.24	7,027.86	7,419.36
ANNUAL	71,681.04	75,669.12	79,886.88	84,334.32	89,032.32

RANGE: 3541

	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
HOURLY	35.41	37.38	39.46	41.66	43.98
BI-WEEKLY	2,832.80	2,990.40	3,156.80	3,332.80	3,518.40
MONTHLY	6,161.34	6,504.12	6,866.04	7,248.84	7,652.52
ANNUAL	73,936.08	78,049.44	82,392.48	86,986.08	91,830.24

RANGE: 3560

	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
HOURLY	35.60	37.58	39.68	41.89	44.23
BI-WEEKLY	2,848.00	3,006.40	3,174.40	3,351.20	3,538.40
MONTHLY	6,194.40	6,538.92	6,904.32	7,288.86	7,696.02
ANNUAL	74,332.80	78,467.04	82,851.84	87,466.32	92,352.24

RANGE: 3675

	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
HOURLY	36.75	38.80	40.96	43.24	45.65
BI-WEEKLY	2,940.00	3,104.00	3,276.80	3,459.20	3,652.00
MONTHLY	6,394.50	6,751.20	7,127.04	7,523.76	7,943.10
ANNUAL	76,734.00	81,014.40	85,524.48	90,285.12	95,317.20

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RANGE: 3707

	<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>	<u>STEP 5</u>
HOURLY	37.07	39.14	41.32	43.62	46.05
BI-WEEKLY	2,965.60	3,131.20	3,305.60	3,489.60	3,684.00
MONTHLY	6,450.18	6,810.36	7,189.68	7,589.88	8,012.70
ANNUAL	77,402.16	81,724.32	86,276.16	91,078.56	96,152.40

RANGE: 3814

	<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>	<u>STEP 5</u>
HOURLY	38.14	40.27	42.52	44.89	47.39
BI-WEEKLY	3,051.20	3,221.60	3,401.60	3,591.20	3,791.20
MONTHLY	6,636.36	7,006.98	7,398.48	7,810.86	8,245.86
ANNUAL	79,636.32	84,083.76	88,781.76	93,730.32	98,950.32

RANGE: 3869

	<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>	<u>STEP 5</u>
HOURLY	38.69	40.85	43.13	45.53	48.07
BI-WEEKLY	3,095.20	3,268.00	3,450.40	3,642.40	3,845.60
MONTHLY	6,732.06	7,107.90	7,504.62	7,922.22	8,364.18
ANNUAL	80,784.72	85,294.80	90,055.44	95,066.64	100,370.16

RANGE: 3892

	<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>	<u>STEP 5</u>
HOURLY	38.92	41.09	43.38	45.80	48.35
BI-WEEKLY	3,113.60	3,287.20	3,470.40	3,664.00	3,868.00
MONTHLY	6,772.08	7,149.66	7,548.12	7,969.20	8,412.90
ANNUAL	81,264.96	85,795.92	90,577.44	95,630.40	100,954.80

APPENDIX B

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CLASS CODE	TITLE	SALARY RANGE	ANNUAL RANGE
7926 1	Architectural Associate I	2945	61,491- 76,379
7926 2	Architectural Associate II	3292	68,736- 85,420
7926 3	Architectural Associate III	3667	76,566- 95,129
7926 4	Architectural Associate IV	3985	83,206- 103,377
7542 1	Building Electrical Engineering Associate I	2945	61,491- 76,379
7542 2	Building Electrical Engineering Associate II	3292	68,736- 85,420
7542 3	Building Electrical Engineering Associate III	3667	76,566- 95,129
7542 4	Building Electrical Engineering Associate IV	3985	83,206- 103,377
7557 1	Building Mechanical Engineering Associate I	2945	61,491- 76,379
7557 2	Building Mechanical Engineering Associate II	3292	68,736- 85,420
7557 3	Building Mechanical Engineering Associate III	3667	76,566- 95,129
7557 4	Building Mechanical Engineering Associate IV	3985	83,206- 103,377
7833 1	Chemist I	2735	57,106- 70,929
7833 2	Chemist II	2945	61,491- 76,379
7246 1	Civil Engineering Associate I	2945	61,491- 76,379
7246 2	Civil Engineering Associate II	3292	68,736- 85,420
7246 3	Civil Engineering Associate III	3667	76,566- 95,129
7246 4	Civil Engineering Associate IV	3985	83,206- 103,377
7607 1	Communications Engineering Associate I	2945	61,491- 76,379
7607 2	Communications Engineering Associate II	3292	68,736- 85,420
7607 3	Communications Engineering Associate III	3667	76,566- 95,129
7607 4	Communications Engineering Associate IV	3985	83,206- 103,377
7230 1	Control Systems Engineering Associate I	2945	61,491- 76,379
7230 2	Control Systems Engineering Associate II	3292	68,736- 85,420
7230 3	Control Systems Engineering Associate III	3667	76,566- 95,129
7230 4	Control Systems Engineering Associate IV	3985	83,206- 103,377
2234 1	Criminalist I	2915	60,865- 75,627
2234 2	Criminalist II	3818	79,719- 99,055
2234 3	Criminalist III	4009	83,707- 104,003
7525 1	Electrical Engineering Associate I	2945	61,491- 76,379
7525 2	Electrical Engineering Associate II	3292	68,736- 85,420
7525 3	Electrical Engineering Associate III	3667	76,566- 95,129
7525 4	Electrical Engineering Associate IV	3985	83,206- 103,377
7253 1	Engineering Geologist Associate I	2945	61,491- 76,379
7253 2	Engineering Geologist Associate II	3292	68,736- 85,420
7253 3	Engineering Geologist Associate III	3667	76,566- 95,129
7253 4	Engineering Geologist Associate IV	3985	83,206- 103,377
7310 1	Environmental Specialist I	2735	57,106- 70,929
7310 2	Environmental Specialist II	3292	68,736- 85,420
7310 3	Environmental Specialist III	3667	76,566- 95,129
7978 1	Fire Protection Engineering Associate I	2945	61,491- 76,379
7978 2	Fire Protection Engineering Associate II	3292	68,736- 85,420
7978 3	Fire Protection Engineering Associate III	3667	76,566- 95,129
7978 4	Fire Protection Engineering Associate IV	3985	83,206- 103,377
7933 1	Landscape Architectural Associate I	2945	61,491- 76,379
7933 2	Landscape Architectural Associate II	3292	68,736- 85,420
7933 3	Landscape Architectural Associate III	3667	76,566- 95,129
7933 4	Landscape Architectural Associate IV	3985	83,206- 103,377
7967 1	Materials Testing Engineering Associate I	2945	61,491- 76,379
7967 2	Materials Testing Engineering Associate II	3292	68,736- 85,420

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<u>CLASS CODE</u>	<u>TITLE</u>	<u>SALARY RANGE</u>	<u>ANNUAL RANGE</u>	
7967 3	Materials Testing Engineering Associate III	3667	76,566-	95,129
7967 4	Materials Testing Engineering Associate IV	3985	83,206-	103,377
7554 1	Mechanical Engineering Associate I	2945	61,491-	76,379
7554 2	Mechanical Engineering Associate II	3292	68,736-	85,420
7554 3	Mechanical Engineering Associate III	3667	76,566-	95,129
7554 4	Mechanical Engineering Associate IV	3985	83,206-	103,377
1779 1	Operations & Statistical Research Analyst I	3168	66,147-	82,205
1779 2	Operations & Statistical Research Analyst II	3785	79,030-	98,178
1431 1	Programmer/Analyst I	2894	60,426-	75,064
1431 2	Programmer/Analyst II	3089	64,498-	80,137
1431 3	Programmer/Analyst III	3370	70,365-	87,404
1431 4	Programmer/Analyst IV	3646	76,128-	94,586
1431 5	Programmer/Analyst V	3929	82,037-	101,915
7980	Risk Mgmt & Program Prevention Specialist	3985	83,206-	103,377
7871 1	Sanitary Engineering Associate I	2945	61,491-	76,379
7871 2	Sanitary Engineering Associate II	3292	68,736-	85,420
7871 3	Sanitary Engineering Associate III	3667	76,566-	95,129
7871 4	Sanitary Engineering Associate IV	3985	83,206-	103,377
7527 1	Street Lighting Engineering Associate I	2945	61,491-	76,379
7527 2	Street Lighting Engineering Associate II	3292	68,736-	85,420
7527 3	Street Lighting Engineering Associate III	3667	76,566-	95,129
7527 4	Street Lighting Engineering Associate IV	3985	83,206-	103,377
7957 1	Structural Engineering Associate I	2945	61,491-	76,379
7957 2	Structural Engineering Associate II	3292	68,736-	85,420
7957 3	Structural Engineering Associate III	3667	76,566-	95,129
7957 4	Structural Engineering Associate IV	3985	83,206-	103,377
7642	Telecommunications Planner	3535	73,810-	91,705
7280 1	Transportation Engineering Associate I	2945	61,491-	76,379
7280 2	Transportation Engineering Associate II	3292	68,736-	85,420
7280 3	Transportation Engineering Associate III	3667	76,566-	95,129
7280 4	Transportation Engineering Associate IV	3985	83,206-	103,377
7856 1	Water Biologist I	2735	57,106-	70,929
7856 2	Water Biologist II	2948	61,554-	76,463
7856 3	Water Biologist III	3388	70,741-	87,884
7857 1	Water Microbiologist I	2735	57,106-	70,929
7857 2	Water Microbiologist II	2948	61,554-	76,463
7857 3	Water Microbiologist III	3388	70,741-	87,884
4302	Zoo Research Director	2967	61,950-	76,964

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RANGE: 2735

	<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>	<u>STEP 5</u>
HOURLY	27.35	28.87	30.48	32.18	33.97
BI-WEEKLY	2,188.00	2,309.60	2,438.40	2,574.40	2,717.60
MONTHLY	4,758.90	5,023.38	5,303.52	5,599.32	5,910.78
ANNUAL	57,106.80	60,280.56	63,642.24	67,191.84	70,929.36

RANGE: 2894

	<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>	<u>STEP 5</u>
HOURLY	28.94	30.55	32.25	34.05	35.95
BI-WEEKLY	2,315.20	2,444.00	2,580.00	2,724.00	2,876.00
MONTHLY	5,035.56	5,315.70	5,611.50	5,924.70	6,255.30
ANNUAL	60,426.72	63,788.40	67,338.00	71,096.40	75,063.60

RANGE: 2915

	<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>	<u>STEP 5</u>
HOURLY	29.15	30.78	32.50	34.31	36.22
BI-WEEKLY	2,332.00	2,462.40	2,600.00	2,744.80	2,897.60
MONTHLY	5,072.10	5,355.72	5,655.00	5,969.94	6,302.28
ANNUAL	60,865.20	64,268.64	67,860.00	71,639.28	75,627.36

RANGE: 2945

	<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>	<u>STEP 5</u>
HOURLY	29.45	31.09	32.82	34.65	36.58
BI-WEEKLY	2,356.00	2,487.20	2,625.60	2,772.00	2,926.40
MONTHLY	5,124.30	5,409.66	5,710.68	6,029.10	6,364.92
ANNUAL	61,491.60	64,915.92	68,528.16	72,349.20	76,379.04

RANGE: 2948

	<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>	<u>STEP 5</u>
HOURLY	29.48	31.12	32.86	34.69	36.62
BI-WEEKLY	2,358.40	2,489.60	2,628.80	2,775.20	2,929.60
MONTHLY	5,129.52	5,414.88	5,717.64	6,036.06	6,371.88
ANNUAL	61,554.24	64,978.56	68,611.68	72,432.72	76,462.56

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RANGE: 2967

	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
HOURLY	29.67	31.32	33.07	34.91	36.86
BI-WEEKLY	2,373.60	2,505.60	2,645.60	2,792.80	2,948.80
MONTHLY	5,162.58	5,449.68	5,754.18	6,074.34	6,413.64
ANNUAL	61,950.96	65,396.16	69,050.16	72,892.08	76,963.68

RANGE: 3089

	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
HOURLY	30.89	32.61	34.43	36.35	38.38
BI-WEEKLY	2,471.20	2,608.80	2,754.40	2,908.00	3,070.40
MONTHLY	5,374.86	5,674.14	5,990.82	6,324.90	6,678.12
ANNUAL	64,498.32	68,089.68	71,889.84	75,898.80	80,137.44

RANGE: 3168

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

RANGE: 3292

	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
HOURLY	32.92	34.76	36.70	38.75	40.91
BI-WEEKLY	2,633.60	2,780.80	2,936.00	3,100.00	3,272.80
MONTHLY	5,728.08	6,048.24	6,385.80	6,742.50	7,118.34
ANNUAL	68,736.96	72,578.88	76,629.60	80,910.00	85,420.08

RANGE: 3370

	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
HOURLY	33.70	35.58	37.56	39.65	41.86
BI-WEEKLY	2,696.00	2,846.40	3,004.80	3,172.00	3,348.80
MONTHLY	5,863.80	6,190.92	6,535.44	6,899.10	7,283.64
ANNUAL	70,365.60	74,291.04	78,425.28	82,789.20	87,403.68

APPENDIX B

Operative on July 1, 2007

RANGE: 3388

	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
HOURLY	33.88	35.77	37.76	39.87	42.09
BI-WEEKLY	2,710.40	2,861.60	3,020.80	3,189.60	3,367.20
MONTHLY	5,895.12	6,223.98	6,570.24	6,937.38	7,323.66
ANNUAL	70,741.44	74,687.76	78,842.88	83,248.56	87,883.92

RANGE: 3535

	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
HOURLY	35.35	37.32	39.40	41.60	43.92
BI-WEEKLY	2,828.00	2,985.60	3,152.00	3,328.00	3,513.60
MONTHLY	6,150.90	6,493.68	6,855.60	7,238.40	7,642.08
ANNUAL	73,810.80	77,924.16	82,267.20	86,860.80	91,704.96

RANGE: 3646

	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
HOURLY	36.46	38.49	40.64	42.91	45.30
BI-WEEKLY	2,916.80	3,079.20	3,251.20	3,432.80	3,624.00
MONTHLY	6,344.04	6,697.26	7,071.36	7,466.34	7,882.20
ANNUAL	76,128.48	80,367.12	84,856.32	89,596.08	94,586.40

RANGE: 3667

	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
HOURLY	36.67	38.71	40.87	43.15	45.56
BI-WEEKLY	2,933.60	3,096.80	3,269.60	3,452.00	3,644.80
MONTHLY	6,380.58	6,735.54	7,111.38	7,508.10	7,927.44
ANNUAL	76,566.96	80,826.48	85,336.56	90,097.20	95,129.28

RANGE: 3785

	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
HOURLY	37.85	39.96	42.19	44.54	47.02
BI-WEEKLY	3,028.00	3,196.80	3,375.20	3,563.20	3,761.60
MONTHLY	6,585.90	6,953.04	7,341.06	7,749.96	8,181.48
ANNUAL	79,030.80	83,436.48	88,092.72	92,999.52	98,177.76

APPENDIX B

Operative on July 1, 2007

RANGE: 3818

	<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>	<u>STEP 5</u>
HOURLY	38.18	40.31	42.56	44.93	47.44
BI-WEEKLY	3,054.40	3,224.80	3,404.80	3,594.40	3,795.20
MONTHLY	6,643.32	7,013.94	7,405.44	7,817.82	8,254.56
ANNUAL	79,719.84	84,167.28	88,865.28	93,813.84	99,054.72

RANGE: 3929

	<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>	<u>STEP 5</u>
HOURLY	39.29	41.48	43.79	46.23	48.81
BI-WEEKLY	3,143.20	3,318.40	3,503.20	3,698.40	3,904.80
MONTHLY	6,836.46	7,217.52	7,619.46	8,044.02	8,492.94
ANNUAL	82,037.52	86,610.24	91,433.52	96,528.24	101,915.28

RANGE: 3985

	<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>	<u>STEP 5</u>
HOURLY	39.85	42.07	44.42	46.90	49.51
BI-WEEKLY	3,188.00	3,365.60	3,553.60	3,752.00	3,960.80
MONTHLY	6,933.90	7,320.18	7,729.08	8,160.60	8,614.74
ANNUAL	83,206.80	87,842.16	92,748.96	97,927.20	103,376.88

RANGE: 4009

	<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>	<u>STEP 5</u>
HOURLY	40.09	42.33	44.69	47.18	49.81
BI-WEEKLY	3,207.20	3,386.40	3,575.20	3,774.40	3,984.80
MONTHLY	6,975.66	7,365.42	7,776.06	8,209.32	8,666.94
ANNUAL	83,707.92	88,385.04	93,312.72	98,511.84	104,003.28

APPENDIX C

Operative on July 1, 2008

CLASS CODE	TITLE	SALARY RANGE	ANNUAL RANGE	
7926 1	Architectural Associate I	3033	63,329-	78,697
7926 2	Architectural Associate II	3391	70,804-	87,988
7926 3	Architectural Associate III	3777	78,863-	97,990
7926 4	Architectural Associate IV	4105	85,712-	106,488
7542 1	Building Electrical Engineering Associate I	3033	63,329-	78,697
7542 2	Building Electrical Engineering Associate II	3391	70,804-	87,988
7542 3	Building Electrical Engineering Associate III	3777	78,863-	97,990
7542 4	Building Electrical Engineering Associate IV	4105	85,712-	106,488
7557 1	Building Mechanical Engineering Associate I	3033	63,329-	78,697
7557 2	Building Mechanical Engineering Associate II	3391	70,804-	87,988
7557 3	Building Mechanical Engineering Associate III	3777	78,863-	97,990
7557 4	Building Mechanical Engineering Associate IV	4105	85,712-	106,488
7833 1	Chemist I	2816	58,798-	73,059
7833 2	Chemist II	3033	63,329-	78,697
7246 1	Civil Engineering Associate I	3033	63,329-	78,697
7246 2	Civil Engineering Associate II	3391	70,804-	87,988
7246 3	Civil Engineering Associate III	3777	78,863-	97,990
7246 4	Civil Engineering Associate IV	4105	85,712-	106,488
7607 1	Communications Engineering Associate I	3033	63,329-	78,697
7607 2	Communications Engineering Associate II	3391	70,804-	87,988
7607 3	Communications Engineering Associate III	3777	78,863-	97,990
7607 4	Communications Engineering Associate IV	4105	85,712-	106,488
7230 1	Control Systems Engineering Associate I	3033	63,329-	78,697
7230 2	Control Systems Engineering Associate II	3391	70,804-	87,988
7230 3	Control Systems Engineering Associate III	3777	78,863-	97,990
7230 4	Control Systems Engineering Associate IV	4105	85,712-	106,488
2234 1	Criminalist I	3003	62,702-	77,903
2234 2	Criminalist II	3934	82,141-	102,041
2234 3	Criminalist III	4129	86,213-	107,114
7525 1	Electrical Engineering Associate I	3033	63,329-	78,697
7525 2	Electrical Engineering Associate II	3391	70,804-	87,988
7525 3	Electrical Engineering Associate III	3777	78,863-	97,990
7525 4	Electrical Engineering Associate IV	4105	85,712-	106,488
7253 1	Engineering Geologist Associate I	3033	63,329-	78,697
7253 2	Engineering Geologist Associate II	3391	70,804-	87,988
7253 3	Engineering Geologist Associate III	3777	78,863-	97,990
7253 4	Engineering Geologist Associate IV	4105	85,712-	106,488
7310 1	Environmental Specialist I	2816	58,798-	73,059
7310 2	Environmental Specialist II	3391	70,804-	87,988
7310 3	Environmental Specialist III	3777	78,863-	97,990
7978 1	Fire Protection Engineering Associate I	3033	63,329-	78,697
7978 2	Fire Protection Engineering Associate II	3391	70,804-	87,988
7978 3	Fire Protection Engineering Associate III	3777	78,863-	97,990
7978 4	Fire Protection Engineering Associate IV	4105	85,712-	106,488
7933 1	Landscape Architectural Associate I	3033	63,329-	78,697
7933 2	Landscape Architectural Associate II	3391	70,804-	87,988
7933 3	Landscape Architectural Associate III	3777	78,863-	97,990
7933 4	Landscape Architectural Associate IV	4105	85,712-	106,488
7967 1	Materials Testing Engineering Associate I	3033	63,329-	78,697
7967 2	Materials Testing Engineering Associate II	3391	70,804-	87,988

APPENDIX C

Operative on July 1, 2008

<u>CLASS CODE</u>	<u>TITLE</u>	<u>SALARY RANGE</u>	<u>ANNUAL RANGE</u>	
7967 3	Materials Testing Engineering Associate III	3777	78,863-	97,990
7967 4	Materials Testing Engineering Associate IV	4105	85,712-	106,488
7554 1	Mechanical Engineering Associate I	3033	63,329-	78,697
7554 2	Mechanical Engineering Associate II	3391	70,804-	87,988
7554 3	Mechanical Engineering Associate III	3777	78,863-	97,990
7554 4	Mechanical Engineering Associate IV	4105	85,712-	106,488
1779 1	Operations & Statistical Research Analyst I	3264	68,152-	84,668
1779 2	Operations & Statistical Research Analyst II	3899	81,411-	101,122
1431 1	Programmer/Analyst I	2981	62,243-	77,319
1431 2	Programmer/Analyst II	3182	66,440-	82,539
1431 3	Programmer/Analyst III	3471	72,474-	90,055
1431 4	Programmer/Analyst IV	3757	78,446-	97,426
1431 5	Programmer/Analyst V	4047	84,501-	105,006
7980	Risk Mgmt & Program Prevention Specialist	4105	85,712-	106,488
7871 1	Sanitary Engineering Associate I	3033	63,329-	78,697
7871 2	Sanitary Engineering Associate II	3391	70,804-	87,988
7871 3	Sanitary Engineering Associate III	3777	78,863-	97,990
7871 4	Sanitary Engineering Associate IV	4105	85,712-	106,488
7527 1	Street Lighting Engineering Associate I	3033	63,329-	78,697
7527 2	Street Lighting Engineering Associate II	3391	70,804-	87,988
7527 3	Street Lighting Engineering Associate III	3777	78,863-	97,990
7527 4	Street Lighting Engineering Associate IV	4105	85,712-	106,488
7957 1	Structural Engineering Associate I	3033	63,329-	78,697
7957 2	Structural Engineering Associate II	3391	70,804-	87,988
7957 3	Structural Engineering Associate III	3777	78,863-	97,990
7957 4	Structural Engineering Associate IV	4105	85,712-	106,488
7642	Telecommunications Planner	3642	76,044-	94,461
7280 1	Transportation Engineering Associate I	3033	63,329-	78,697
7280 2	Transportation Engineering Associate II	3391	70,804-	87,988
7280 3	Transportation Engineering Associate III	3777	78,863-	97,990
7280 4	Transportation Engineering Associate IV	4105	85,712-	106,488
7856 1	Water Biologist I	2816	58,798-	73,059
7856 2	Water Biologist II	3036	63,391-	78,759
7856 3	Water Biologist III	3489	72,850-	90,515
7857 1	Water Microbiologist I	2816	58,798-	73,059
7857 2	Water Microbiologist II	3036	63,391-	78,759
7857 3	Water Microbiologist III	3489	72,850-	90,515
4302	Zoo Research Director	3057	63,830-	79,302

APPENDIX C

Operative on July 1, 2008

RANGE: 2816

	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
HOURLY	28.16	29.73	31.39	33.14	34.99
BI-WEEKLY	2,252.80	2,378.40	2,511.20	2,651.20	2,799.20
MONTHLY	4,899.84	5,173.02	5,461.86	5,766.36	6,088.26
ANNUAL	58,798.08	62,076.24	65,542.32	69,196.32	73,059.12

RANGE: 2981

	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
HOURLY	29.81	31.47	33.22	35.07	37.03
BI-WEEKLY	2,384.80	2,517.60	2,657.60	2,805.60	2,962.40
MONTHLY	5,186.94	5,475.78	5,780.28	6,102.18	6,443.22
ANNUAL	62,243.28	65,709.36	69,363.36	73,226.16	77,318.64

RANGE: 3003

	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
HOURLY	30.03	31.70	33.47	35.34	37.31
BI-WEEKLY	2,402.40	2,536.00	2,677.60	2,827.20	2,984.80
MONTHLY	5,225.22	5,515.80	5,823.78	6,149.16	6,491.94
ANNUAL	62,702.64	66,189.60	69,885.36	73,789.92	77,903.28

RANGE: 3033

	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
HOURLY	30.33	32.02	33.81	35.70	37.69
BI-WEEKLY	2,426.40	2,561.60	2,704.80	2,856.00	3,015.20
MONTHLY	5,277.42	5,571.48	5,882.94	6,211.80	6,558.06
ANNUAL	63,329.04	66,857.76	70,595.28	74,541.60	78,696.72

RANGE: 3036

	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
HOURLY	30.36	32.05	33.84	35.73	37.72
BI-WEEKLY	2,428.80	2,564.00	2,707.20	2,858.40	3,017.60
MONTHLY	5,282.64	5,576.70	5,888.16	6,217.02	6,563.28
ANNUAL	63,391.68	66,920.40	70,657.92	74,604.24	78,759.36

APPENDIX C

Operative on July 1, 2008

RANGE: 3057

	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
HOURLY	30.57	32.27	34.07	35.97	37.98
BI-WEEKLY	2,445.60	2,581.60	2,725.60	2,877.60	3,038.40
MONTHLY	5,319.18	5,614.98	5,928.18	6,258.78	6,608.52
ANNUAL	63,830.16	67,379.76	71,138.16	75,105.36	79,302.24

RANGE: 3182

	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
HOURLY	31.82	33.59	35.46	37.44	39.53
BI-WEEKLY	2,545.60	2,687.20	2,836.80	2,995.20	3,162.40
MONTHLY	5,536.68	5,844.66	6,170.04	6,514.56	6,878.22
ANNUAL	66,440.16	70,135.92	74,040.48	78,174.72	82,538.64

RANGE: 3264

	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
HOURLY	32.64	34.46	36.38	38.41	40.55
BI-WEEKLY	2,611.20	2,756.80	2,910.40	3,072.80	3,244.00
MONTHLY	5,679.36	5,996.04	6,330.12	6,683.34	7,055.70
ANNUAL	68,152.32	71,952.48	75,961.44	80,200.08	84,668.40

RANGE: 3391

	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
HOURLY	33.91	35.80	37.80	39.91	42.14
BI-WEEKLY	2,712.80	2,864.00	3,024.00	3,192.80	3,371.20
MONTHLY	5,900.34	6,229.20	6,577.20	6,944.34	7,332.36
ANNUAL	70,804.08	74,750.40	78,926.40	83,332.08	87,988.32

RANGE: 3471

	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
HOURLY	34.71	36.65	38.69	40.85	43.13
BI-WEEKLY	2,776.80	2,932.00	3,095.20	3,268.00	3,450.40
MONTHLY	6,039.54	6,377.10	6,732.06	7,107.90	7,504.62
ANNUAL	72,474.48	76,525.20	80,784.72	85,294.80	90,055.44

APPENDIX C

Operative on July 1, 2008

RANGE: 3489

	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
HOURLY	34.89	36.84	38.89	41.06	43.35
BI-WEEKLY	2,791.20	2,947.20	3,111.20	3,284.80	3,468.00
MONTHLY	6,070.86	6,410.16	6,766.86	7,144.44	7,542.90
ANNUAL	72,850.32	76,921.92	81,202.32	85,733.28	90,514.80

RANGE: 3642

	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
HOURLY	36.42	38.45	40.59	42.85	45.24
BI-WEEKLY	2,913.60	3,076.00	3,247.20	3,428.00	3,619.20
MONTHLY	6,337.08	6,690.30	7,062.66	7,455.90	7,871.76
ANNUAL	76,044.96	80,283.60	84,751.92	89,470.80	94,461.12

RANGE: 3757

	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
HOURLY	37.57	39.66	41.87	44.20	46.66
BI-WEEKLY	3,005.60	3,172.80	3,349.60	3,536.00	3,732.80
MONTHLY	6,537.18	6,900.84	7,285.38	7,690.80	8,118.84
ANNUAL	78,446.16	82,810.08	87,424.56	92,289.60	97,426.08

RANGE: 3777

	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
HOURLY	37.77	39.88	42.10	44.45	46.93
BI-WEEKLY	3,021.60	3,190.40	3,368.00	3,556.00	3,754.40
MONTHLY	6,571.98	6,939.12	7,325.40	7,734.30	8,165.82
ANNUAL	78,863.76	83,269.44	87,904.80	92,811.60	97,989.84

RANGE: 3899

	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
HOURLY	38.99	41.16	43.45	45.87	48.43
BI-WEEKLY	3,119.20	3,292.80	3,476.00	3,669.60	3,874.40
MONTHLY	6,784.26	7,161.84	7,560.30	7,981.38	8,426.82
ANNUAL	81,411.12	85,942.08	90,723.60	95,776.56	101,121.84

APPENDIX C

Operative on July 1, 2008

RANGE: 3934

	<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>	<u>STEP 5</u>
HOURLY	39.34	41.53	43.85	46.29	48.87
BI-WEEKLY	3,147.20	3,322.40	3,508.00	3,703.20	3,909.60
MONTHLY	6,845.16	7,226.22	7,629.90	8,054.46	8,503.38
ANNUAL	82,141.92	86,714.64	91,558.80	96,653.52	102,040.56

RANGE: 4047

	<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>	<u>STEP 5</u>
HOURLY	40.47	42.73	45.11	47.63	50.29
BI-WEEKLY	3,237.60	3,418.40	3,608.80	3,810.40	4,023.20
MONTHLY	7,041.78	7,435.02	7,849.14	8,287.62	8,750.46
ANNUAL	84,501.36	89,220.24	94,189.68	99,451.44	105,005.52

RANGE: 4105

	<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>	<u>STEP 5</u>
HOURLY	41.05	43.34	45.76	48.31	51.00
BI-WEEKLY	3,284.00	3,467.20	3,660.80	3,864.80	4,080.00
MONTHLY	7,142.70	7,541.16	7,962.24	8,405.94	8,874.00
ANNUAL	85,712.40	90,493.92	95,546.88	100,871.28	106,488.00

RANGE: 4129

	<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>	<u>STEP 5</u>
HOURLY	41.29	43.59	46.02	48.59	51.30
BI-WEEKLY	3,303.20	3,487.20	3,681.60	3,887.20	4,104.00
MONTHLY	7,184.46	7,584.66	8,007.48	8,454.66	8,926.20
ANNUAL	86,213.52	91,015.92	96,089.76	101,455.92	107,114.40

APPENDIX D

Operative on July 1, 2009

CLASS CODE	TITLE	SALARY RANGE	ANNUAL RANGE	
7926 1	Architectural Associate I	3125	65,250-	81,056
7926 2	Architectural Associate II	3493	72,933-	90,619
7926 3	Architectural Associate III	3891	81,244-	100,934
7926 4	Architectural Associate IV	4228	88,280-	109,683
7542 1	Building Electrical Engineering Associate I	3125	65,250-	81,056
7542 2	Building Electrical Engineering Associate II	3493	72,933-	90,619
7542 3	Building Electrical Engineering Associate III	3891	81,244-	100,934
7542 4	Building Electrical Engineering Associate IV	4228	88,280-	109,683
7557 1	Building Mechanical Engineering Associate I	3125	65,250-	81,056
7557 2	Building Mechanical Engineering Associate II	3493	72,933-	90,619
7557 3	Building Mechanical Engineering Associate III	3891	81,244-	100,934
7557 4	Building Mechanical Engineering Associate IV	4228	88,280-	109,683
7833 1	Chemist I	2901	60,572-	75,252
7833 2	Chemist II	3125	65,250-	81,056
7246 1	Civil Engineering Associate I	3125	65,250-	81,056
7246 2	Civil Engineering Associate II	3493	72,933-	90,619
7246 3	Civil Engineering Associate III	3891	81,244-	100,934
7246 4	Civil Engineering Associate IV	4228	88,280-	109,683
7607 1	Communications Engineering Associate I	3125	65,250-	81,056
7607 2	Communications Engineering Associate II	3493	72,933-	90,619
7607 3	Communications Engineering Associate III	3891	81,244-	100,934
7607 4	Communications Engineering Associate IV	4228	88,280-	109,683
7230 1	Control Systems Engineering Associate I	3125	65,250-	81,056
7230 2	Control Systems Engineering Associate II	3493	72,933-	90,619
7230 3	Control Systems Engineering Associate III	3891	81,244-	100,934
7230 4	Control Systems Engineering Associate IV	4228	88,280-	109,683
2234 1	Criminalist I	3094	64,602-	80,263
2234 2	Criminalist II	4052	84,605-	105,131
2234 3	Criminalist III	4254	88,823-	110,330
7525 1	Electrical Engineering Associate I	3125	65,250-	81,056
7525 2	Electrical Engineering Associate II	3493	72,933-	90,619
7525 3	Electrical Engineering Associate III	3891	81,244-	100,934
7525 4	Electrical Engineering Associate IV	4228	88,280-	109,683
7253 1	Engineering Geologist Associate I	3125	65,250-	81,056
7253 2	Engineering Geologist Associate II	3493	72,933-	90,619
7253 3	Engineering Geologist Associate III	3891	81,244-	100,934
7253 4	Engineering Geologist Associate IV	4228	88,280-	109,683
7310 1	Environmental Specialist I	2901	60,572-	75,252
7310 2	Environmental Specialist II	3493	72,933-	90,619
7310 3	Environmental Specialist III	3891	81,244-	100,934
7978 1	Fire Protection Engineering Associate I	3125	65,250-	81,056
7978 2	Fire Protection Engineering Associate II	3493	72,933-	90,619
7978 3	Fire Protection Engineering Associate III	3891	81,244-	100,934
7978 4	Fire Protection Engineering Associate IV	4228	88,280-	109,683
7933 1	Landscape Architectural Associate I	3125	65,250-	81,056
7933 2	Landscape Architectural Associate II	3493	72,933-	90,619
7933 3	Landscape Architectural Associate III	3891	81,244-	100,934
7933 4	Landscape Architectural Associate IV	4228	88,280-	109,683
7967 1	Materials Testing Engineering Associate I	3125	65,250-	81,056
7967 2	Materials Testing Engineering Associate II	3493	72,933-	90,619

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<u>CLASS CODE</u>	<u>TITLE</u>	<u>SALARY RANGE</u>	<u>ANNUAL RANGE</u>	
7967 3	Materials Testing Engineering Associate III	3891	81,244-	100,934
7967 4	Materials Testing Engineering Associate IV	4228	88,280-	109,683
7554 1	Mechanical Engineering Associate I	3125	65,250-	81,056
7554 2	Mechanical Engineering Associate II	3493	72,933-	90,619
7554 3	Mechanical Engineering Associate III	3891	81,244-	100,934
7554 4	Mechanical Engineering Associate IV	4228	88,280-	109,683
1779 1	Operations & Statistical Research Analyst I	3362	70,198-	87,216
1779 2	Operations & Statistical Research Analyst II	4015	83,833-	104,149
1431 1	Programmer/Analyst I	3070	64,101-	79,636
1431 2	Programmer/Analyst II	3277	68,423-	85,023
1431 3	Programmer/Analyst III	3576	74,666-	92,749
1431 4	Programmer/Analyst IV	3868	80,763-	100,349
1431 5	Programmer/Analyst V	4170	87,069-	108,179
7980	Risk Mgmt & Program Prevention Specialist	4228	88,280-	109,683
7871 1	Sanitary Engineering Associate I	3125	65,250-	81,056
7871 2	Sanitary Engineering Associate II	3493	72,933-	90,619
7871 3	Sanitary Engineering Associate III	3891	81,244-	100,934
7871 4	Sanitary Engineering Associate IV	4228	88,280-	109,683
7527 1	Street Lighting Engineering Associate I	3125	65,250-	81,056
7527 2	Street Lighting Engineering Associate II	3493	72,933-	90,619
7527 3	Street Lighting Engineering Associate III	3891	81,244-	100,934
7527 4	Street Lighting Engineering Associate IV	4228	88,280-	109,683
7957 1	Structural Engineering Associate I	3125	65,250-	81,056
7957 2	Structural Engineering Associate II	3493	72,933-	90,619
7957 3	Structural Engineering Associate III	3891	81,244-	100,934
7957 4	Structural Engineering Associate IV	4228	88,280-	109,683
7642	Telecommunications Planner	3751	78,320-	97,301
7280 1	Transportation Engineering Associate I	3125	65,250-	81,056
7280 2	Transportation Engineering Associate II	3493	72,933-	90,619
7280 3	Transportation Engineering Associate III	3891	81,244-	100,934
7280 4	Transportation Engineering Associate IV	4228	88,280-	109,683
7856 1	Water Biologist I	2901	60,572-	75,252
7856 2	Water Biologist II	3128	65,312-	81,119
7856 3	Water Biologist III	3594	75,042-	93,229
7857 1	Water Microbiologist I	2901	60,572-	75,252
7857 2	Water Microbiologist II	3128	65,312-	81,119
7857 3	Water Microbiologist III	3594	75,042-	93,229
4302	Zoo Research Director	3148	65,730-	81,683

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RANGE: 2901

	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
HOURLY	29.01	30.63	32.34	34.14	36.04
BI-WEEKLY	2,320.80	2,450.40	2,587.20	2,731.20	2,883.20
MONTHLY	5,047.74	5,329.62	5,627.16	5,940.36	6,270.96
ANNUAL	60,572.88	63,955.44	67,525.92	71,284.32	75,251.52

RANGE: 3070

	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
HOURLY	30.70	32.41	34.22	36.13	38.14
BI-WEEKLY	2,456.00	2,592.80	2,737.60	2,890.40	3,051.20
MONTHLY	5,341.80	5,639.34	5,954.28	6,286.62	6,636.36
ANNUAL	64,101.60	67,672.08	71,451.36	75,439.44	79,636.32

RANGE: 3094

	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
HOURLY	30.94	32.67	34.49	36.41	38.44
BI-WEEKLY	2,475.20	2,613.60	2,759.20	2,912.80	3,075.20
MONTHLY	5,383.56	5,684.58	6,001.26	6,335.34	6,688.56
ANNUAL	64,602.72	68,214.96	72,015.12	76,024.08	80,262.72

RANGE: 3125

	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
HOURLY	31.25	32.99	34.83	36.77	38.82
BI-WEEKLY	2,500.00	2,639.20	2,786.40	2,941.60	3,105.60
MONTHLY	5,437.50	5,740.26	6,060.42	6,397.98	6,754.68
ANNUAL	65,250.00	68,883.12	72,725.04	76,775.76	81,056.16

RANGE: 3128

	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
HOURLY	31.28	33.02	34.86	36.80	38.85
BI-WEEKLY	2,502.40	2,641.60	2,788.80	2,944.00	3,108.00
MONTHLY	5,442.72	5,745.48	6,065.64	6,403.20	6,759.90
ANNUAL	65,312.64	68,945.76	72,787.68	76,838.40	81,118.80

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RANGE: 3148

	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
HOURLY	31.48	33.24	35.09	37.05	39.12
BI-WEEKLY	2,518.40	2,659.20	2,807.20	2,964.00	3,129.60
MONTHLY	5,477.52	5,783.76	6,105.66	6,446.70	6,806.88
ANNUAL	65,730.24	69,405.12	73,267.92	77,360.40	81,682.56

RANGE: 3277

	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
HOURLY	32.77	34.60	36.53	38.57	40.72
BI-WEEKLY	2,621.60	2,768.00	2,922.40	3,085.60	3,257.60
MONTHLY	5,701.98	6,020.40	6,356.22	6,711.18	7,085.28
ANNUAL	68,423.76	72,244.80	76,274.64	80,534.16	85,023.36

RANGE: 3362

	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
HOURLY	33.62	35.49	37.47	39.56	41.77
BI-WEEKLY	2,689.60	2,839.20	2,997.60	3,164.80	3,341.60
MONTHLY	5,849.88	6,175.26	6,519.78	6,883.44	7,267.98
ANNUAL	70,198.56	74,103.12	78,237.36	82,601.28	87,215.76

RANGE: 3493

	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
HOURLY	34.93	36.88	38.94	41.11	43.40
BI-WEEKLY	2,794.40	2,950.40	3,115.20	3,288.80	3,472.00
MONTHLY	6,077.82	6,417.12	6,775.56	7,153.14	7,551.60
ANNUAL	72,933.84	77,005.44	81,306.72	85,837.68	90,619.20

RANGE: 3576

	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
HOURLY	35.76	37.75	39.85	42.07	44.42
BI-WEEKLY	2,860.80	3,020.00	3,188.00	3,365.60	3,553.60
MONTHLY	6,222.24	6,568.50	6,933.90	7,320.18	7,729.08
ANNUAL	74,666.88	78,822.00	83,206.80	87,842.16	92,748.96

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Operative on July 1, 2009

RANGE: 3594

	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
HOURLY	35.94	37.94	40.06	42.29	44.65
BI-WEEKLY	2,875.20	3,035.20	3,204.80	3,383.20	3,572.00
MONTHLY	6,253.56	6,601.56	6,970.44	7,358.46	7,769.10
ANNUAL	75,042.72	79,218.72	83,645.28	88,301.52	93,229.20

RANGE: 3751

	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
HOURLY	37.51	39.60	41.81	44.14	46.60
BI-WEEKLY	3,000.80	3,168.00	3,344.80	3,531.20	3,728.00
MONTHLY	6,526.74	6,890.40	7,274.94	7,680.36	8,108.40
ANNUAL	78,320.88	82,684.80	87,299.28	92,164.32	97,300.80

RANGE: 3868

	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
HOURLY	38.68	40.84	43.12	45.52	48.06
BI-WEEKLY	3,094.40	3,267.20	3,449.60	3,641.60	3,844.80
MONTHLY	6,730.32	7,106.16	7,502.88	7,920.48	8,362.44
ANNUAL	80,763.84	85,273.92	90,034.56	95,045.76	100,349.28

RANGE: 3891

	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
HOURLY	38.91	41.08	43.37	45.79	48.34
BI-WEEKLY	3,112.80	3,286.40	3,469.60	3,663.20	3,867.20
MONTHLY	6,770.34	7,147.92	7,546.38	7,967.46	8,411.16
ANNUAL	81,244.08	85,775.04	90,556.56	95,609.52	100,933.92

RANGE: 4015

	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
HOURLY	40.15	42.39	44.75	47.25	49.88
BI-WEEKLY	3,212.00	3,391.20	3,580.00	3,780.00	3,990.40
MONTHLY	6,986.10	7,375.86	7,786.50	8,221.50	8,679.12
ANNUAL	83,833.20	88,510.32	93,438.00	98,658.00	104,149.44

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Operative on July 1, 2009

RANGE: 4052

	<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>	<u>STEP 5</u>
HOURLY	40.52	42.78	45.17	47.69	50.35
BI-WEEKLY	3,241.60	3,422.40	3,613.60	3,815.20	4,028.00
MONTHLY	7,050.48	7,443.72	7,859.58	8,298.06	8,760.90
ANNUAL	84,605.76	89,324.64	94,314.96	99,576.72	105,130.80

RANGE: 4170

	<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>	<u>STEP 5</u>
HOURLY	41.70	44.03	46.48	49.07	51.81
BI-WEEKLY	3,336.00	3,522.40	3,718.40	3,925.60	4,144.80
MONTHLY	7,255.80	7,661.22	8,087.52	8,538.18	9,014.94
ANNUAL	87,069.60	91,934.64	97,050.24	102,458.16	108,179.28

RANGE: 4228

	<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>	<u>STEP 5</u>
HOURLY	42.28	44.64	47.13	49.76	52.53
BI-WEEKLY	3,382.40	3,571.20	3,770.40	3,980.80	4,202.40
MONTHLY	7,356.72	7,767.36	8,200.62	8,658.24	9,140.22
ANNUAL	88,280.64	93,208.32	98,407.44	103,898.88	109,682.64

RANGE: 4254

	<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>	<u>STEP 5</u>
HOURLY	42.54	44.91	47.41	50.05	52.84
BI-WEEKLY	3,403.20	3,592.80	3,792.80	4,004.00	4,227.20
MONTHLY	7,401.96	7,814.34	8,249.34	8,708.70	9,194.16
ANNUAL	88,823.52	93,772.08	98,992.08	104,504.40	110,329.92

APPENDIX E
Registration Bonuses

- A. A person employed as an Engineering Associate I in an engineering position for which registration as a Civil Engineer or Professional Engineer with the Consumer Affairs State Board of Professional Engineers and Land Surveyors or the State Board of Registration for Geologists is not required, shall, while so registered, receive a fixed dollar amount bonus of \$100.00 biweekly.
- B. A person employed as an Engineering Associate II or as a Fire Protection Engineering Associate II or III, or as a Risk Management and Prevention Program Specialist in an engineering position for which registration as a Civil Engineer or Professional Engineer with the Consumer Affairs State Board of Professional Engineers and Land Surveyors is not required, shall, while so registered, receive a fixed dollar amount bonus of \$110.00 biweekly. Effective January 1, 2007, Risk Management and Prevention Program Specialists will not be eligible for compensation under this Salary Note.
- C. A person employed as an Architectural Associate or Landscape Architectural Associate at the paygrade I level in a position for which registration as an Architect or Landscape Architect with the appropriate Board of the Department of Professional and Vocational Standards of the State of California is not required, shall, while so registered, receive a fixed dollar amount bonus of \$100.00 biweekly.
- D. A person employed as an Architectural Associate or Landscape Architectural Associate at the paygrade II level in a position for which registration as an Architect or Landscape Architect with the appropriate Board of the Department of Professional and Vocational Standards of the State of California is not required, shall, while so registered, receive a fixed dollar amount bonus of \$110.00 biweekly.
- E. A person employed as a Structural Engineering Associate II in an engineering position for which registration as a Structural Engineer with the Consumer Affairs State Board of Professional Engineers and Land Surveyors is not required, who is registered as a Civil Engineer pursuant to B of this Appendix, and as a Structural Engineer, shall, while so registered, receive, in addition to that bonus received pursuant to B above, a fixed dollar amount bonus of \$50.50 biweekly.
- F. A person employed as a Structural Engineering Associate III who has been authorized by the Consumer Affairs Board of Professional Engineers and Land Surveyors to use the title of Structural Engineer, shall, while so authorized, receive a fixed dollar amount bonus of \$105.50 biweekly.

- G. A person employed as a Civil Engineering Associate or Materials Testing Engineering Associate at the paygrade II level in a position for which registration as a Geotechnical Engineer with the Consumer Affairs State Board of Professional Engineers and Land Surveyors is not required, who is registered as a Civil Engineer, pursuant to B of this Appendix, and as an Geotechnical Engineer, shall, while so registered, receive, in addition to that bonus received pursuant to B above, a fixed dollar amount bonus of \$50.50 biweekly.
- H. A person employed as a Civil Engineering Associate or Materials Testing Engineering Associate at the paygrade III level in the Bureau of Engineering who has been authorized by the Consumer Affairs Board of Professional Engineers and Land Surveyors to use the title of Geotechnical Engineer, shall, while so authorized, receive a fixed dollar amount bonus of \$105.50 biweekly.
- I. Effective August 26, 2006, a person employed as an Environmental Specialist I, II, or III in a position for which registration as an Environmental Health Specialist by the California Department of Health Services is not required, shall, while so registered, receive a fixed dollar amount bonus of \$75.00 biweekly.
- J. The bonuses described in Subsections A - I above shall commence at the beginning of the payroll period next succeeding the date the person presents to the appropriate appointing authority a formal certificate, pocket identification card, or other such document or communication evidencing professional registration or authorization for use of title as is satisfactory to the appointing authority.