MEMORANDUM OF UNDERSTANDING
FOR JOINT SUBMISSION TO
THE CITY COUNCIL REGARDING THE
SUPERVISORY PROFESSIONAL ENGINEERING AND SCIENTIFIC UNIT
(MOU #17)

THIS MEMORANDUM OF UNDERSTANDING
made and entered into this 2nd day of December, 2022

BY AND BETWEEN THE

CITY OF LOS ANGELES

AND THE

SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 721

January 1, 2023 – December 30, 2023

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ARTICLE 1.0 GENERAL PROVISIONS

ARTICLE 1.1 RECOGNITION

Management hereby recognizes the Service Employees International Union Local 721 (SEIU 721), as the exclusive representative of the employees in the Supervisory Professional Engineering and Scientific Unit, for which SEIU 721 was certified as the majority representative by the Employee Relations Board (ERB) on November 23, 2009. SEIU 721 shall be the exclusive representative of employees in the Supervisory Professional Engineering and Scientific Unit, subject to the right of each employee to represent him or herself.

The term "employee," as used herein, shall refer only to employees in the classifications listed in the salary appendices, as well as such classes as may be added hereafter to the Unit by the ERB.

ARTICLE 1.2 PARTIES TO MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU) is entered into on December 2, 2022, between the City Administrative Officer (CAO), as the authorized management representative of the Los Angeles City Council (City Council), City departments, bureaus and divisions (Management) and authorized representatives of SEIU 721 (Union) as the exclusive recognized employee organization for the Supervisory Professional Engineering and Scientific Representation Unit.

ARTICLE 1.3 IMPLEMENTATION OF MOU

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

A. The Union has notified the CAO in writing that it has approved this MOU in its entirety.

B. The heads of those departments, offices or bureaus represented herein have taken such actions as might be required to fully implement the provisions of this MOU.

C. The City Council has approved this MOU in its entirety; amended applicable provisions of the LAAC; amended departmental personnel ordinances and applicable codes; and, appropriated the funds necessary to implement those provisions which require funding.

ARTICLE 1.4 OBLIGATION TO SUPPORT

The Union and Management agree that during the period this MOU is being considered by the Mayor, City Council, Council Committees, or the heads of those departments, offices or bureaus who are parties hereto, neither Management, the Union, nor their

authorized representatives will meet or communicate with any of the foregoing public officials to advocate any addition, deletion or other change to the terms and conditions of this MOU. However, this Article shall neither preclude Management, the Union nor any of their authorized representatives from communicating with said public officials to advocate the adoption of this MOU.

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, except to the extent that the parties have agreed in Letters of Agreement to continue to meet and confer after implementation, but in no event shall said MOU become effective prior to 12:00 a.m. on January 1, 2023. This Memorandum of Understanding shall expire and otherwise be fully terminated at 11:59 p.m. on December 30, 2023.

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

ARTICLE 1.6 CALENDAR FOR SUCCESSOR MOU

In the event the Union or Management desires a successor Memorandum of Understanding, said party shall submit a written request to begin negotiations upon the other no later than October 31, 2023, along with its written proposals for such successor MOU. Meet and confer sessions shall begin no later than thirty (30) calendar days following submittal of the proposals.

ARTICLE 1.7 NONDISCRIMINATION

The parties mutually reaffirm their respective policies of nondiscrimination in the treatment of any employee because of race, ethnicity, religion, creed, color, sex, reproductive health decisionmaking, sexual orientation, LGBTQ+ status, gender identity, genetic information, marital status, age, disability, Union activity, national origin, ancestry, military or veteran status, political beliefs, or any other protected class per California Fair Employment and Housing Act (FEHA).

ARTICLE 1.8 FULL UNDERSTANDING

A. This MOU sets forth the full and entire understanding of the parties regarding the matters set forth herein, and any other prior or existing understandings or agreements by the parties, whether formal or informal, regarding any such matters are hereby superseded or terminated in their entirety.

B. Except as specifically provided for herein, the parties voluntarily and unequivocally waive their respective rights to meet and confer in good faith during the term of this MOU, with respect to any subject or matter covered herein, or with respect to any other matters within the scope of the meet and confer in good faith process. However, this Article shall not be deemed to preclude mutually agreed upon meet and confer in good faith sessions for the purpose of altering, waiving, modifying, or amending this MOU.

Notwithstanding the foregoing:

C. No alteration, variation, waiver, modification or amendment of any of the articles, terms or provisions requiring approval of the City Council contained herein, shall in any manner be binding upon the Union or Management unless and until jointly recommended in writing to the City Council and approved and implemented in accordance with Article 1.3 “Implementation of MOU”.

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

ARTICLE 1.9 PROVISIONS OF LAW AND SEPARABILITY

This MOU is subject to all applicable Federal and State laws, the City Charter, City ordinances, and any lawful rules and regulations enacted by the Civil Service Commission, the ERB, or similar independent City commissions. If any Article, part, or provision of this MOU is in conflict or inconsistent with such applicable provisions of Federal, State, local law, or the City Charter, or is otherwise held to be invalid or unenforceable by any court of competent jurisdiction, the parties agree to meet promptly to expeditiously renegotiate the affected Article, part or provision and the remainder of this MOU shall not be affected thereby.

ARTICLE 1.10 CITY-UNION 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 Union during the term of this MOU and the certification of the Union as the exclusive representative of the employees in this Unit.

B. Mutual Pledge of Accord

Inherent in the relationship between the City and its employees is the obligation of the City to deal justly and fairly with its employees and of the employees to

cooperate with their fellow employees and the City in the performance of their public service obligation.

The purpose of this MOU is to promote and ensure harmonious relations, cooperation and understanding between the City and the employees represented by the Union 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 Union, and the Union 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. In the event of a work action by its members, the Union shall make concerted and reasonable efforts to ensure that its members 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 while scheduled to work.

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 subsection 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 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 Union recognizes that these rights, powers, and authority include but are not limited to, the right to determine the mission of its constituent departments, offices and boards, set standards of services to be offered to the public, exercise control and discretion over the City's organization and operations, take disciplinary action for proper cause, relieve 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 1.12 AMENDMENT OF MOU TO INCLUDE NEW CLASSES

Effective upon the vote by the ERB to accrete a class or bargaining unit (Unit) into the Coalition of Los Angeles City Unions (Coalition Union), the salary range(s) of the newly accreted class/unit shall be adjusted to the salary range consistent with the step structure provided for in the relevant Coalition Union MOU and all other applicable benefits and provisions of the MOU shall be provided to members of the newly accredited class/unit as contained in the relevant Coalition MOU for all other represented members.

ARTICLE 2.0 UNION SECURITY

ARTICLE 2.1 UNIT MEMBERSHIP LIST

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

1. Name
2. Employee Identification Number
3. Original Hire Date
4. Bargaining Unit
5. Class Title
6. Class Code
7. Membership Status
8. Employing Department Title
9. Work Location (by department, office or bureau, as well as division if such information is readily available, and department legend)
10. Pay Rate (annual and biweekly)
11. Work Phone Number on file
12. Home Phone Number on file
13. Personal Cellular Phone Number on file
14. Personal Email Address on file
15. Home Address on file

B. For new employees or those newly entering or re-entering Union representation, the City shall provide the aforementioned information within a minimum of thirty (30) calendar days of the date of the employee's hire or by the first pay period of the month following his/her hire, whichever is later.

C. For existing employees, the City shall provide the above information to the Union a minimum of every thirty (30) calendar days.

D. All information shall be provided to the Union electronically. The means of provision and the substance of the requisite information may be changed by mutual agreement.

E. The Union agrees to indemnify and hold the City harmless from any liabilities of any nature that may arise as a result of the application of the provisions of this Article.

F. Initially the City shall provide department legends that identify the known work locations by department, office or bureau, as well as division code(s). Thereafter, it is understood that Departments will either adjust their legends to provide distinct division codes for each work location or provide some other distinct work location information in a simplified manner to the Union. Additional legends will be provided only as updated. Furthermore, the CAO will work with the Controller to provide this information with current electronic payroll reporting.

ARTICLE 2.2 UNION SECURITY

Management will provide each new employee covered by this MOU a new employee informational booklet provided by the Union, and a printed card, supplied by the Union to each department, office or bureau, containing the following information only:

A. "Your classification is represented by SEIU 721."

B. SEIU Local 721, CtW, CLC (Change to Win, Central Labor Councils), located at 1545 Wilshire Boulevard, Los Angeles, California 90017, has been certified to meet and confer in good faith with management on all matters pertaining to your wages, hours of work, employee benefits and conditions of employment, and is the exclusive recognized employee organization for all employees in the Unit.

C. If you want additional information, you may telephone Local 721 at (213) 368-8660.

ARTICLE 2.3 PAYROLL DEDUCTION AND DUES

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

A. Dues

1. a. Payroll deductions as may be properly requested and lawfully permitted will be deducted by the Controller biweekly, in twenty-four (24) increments annually from the salary of each employee in the Unit where the Union identifies in writing to the Controller those individuals from whom Union-related deduction(s) should be lawfully taken. Said payroll deductions shall not be assessed in any biweekly pay period in which the affected employee is not paid a minimum of

twenty (20) hours. Such amounts shall be determined by the Union and implemented by Management in the first payroll period which starts thirty (30) calendar days after written notice of the new amount from the Union is received by the Controller.

b. Employees who are on an unpaid leave of absence or otherwise on inactive status due to lack of scheduled hours shall not have dues deducted during that period.

2. Notwithstanding any provisions of LAAC Section 4.203 to the contrary, during the term of this MOU, payroll deductions requested by employees in this Unit for the purpose of becoming a member and/or to obtain benefits offered by any qualified organization other than the Union will not be accepted by the Controller. For the purpose of this provision, "qualified organization" means any organization of employees whose responsibility or goal is to represent employees in the City's meet and confer process.

3. Under current California law, the City has no input or control over the procedure for termination of union dues taken as payroll deductions from employees subject to this MOU, nor any legal ability to stop such deductions without the specific authorization of the Union. All procedures for termination of dues deductions are the Union's unilateral dues termination procedures; the City's sole obligation is to process such dues cancellations received from the Union pursuant to this subsection, subject to any future court decisions applicable to dues termination procedures. Any employee in the Unit may terminate such Union dues pursuant to procedures established by and administered solely by the Union. The Union will provide the City the appropriate documentation to process these membership dues cancellations. Employees with any questions relating to union membership dues shall direct those questions to the Union.

B. Management Responsibilities

1. The Controller shall cause the amount of the dues or other proper deductions to be deducted from twenty-four (24) biweekly payroll checks of each employee in this Unit as specified by Union under the terms contained herein. "Dues" shall be the result of Union certification that it has and will maintain an authorization signed by the individual employee from whose salary or wages the deductions are to be made, provided in the form of a list by the Union to the City.

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

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

2. The Controller shall also apply this provision to every permanent employee who, following the operative date of this Article, becomes a member of this Unit, within sixty (60) calendar days of such reassignment or transfer.

3. Management will provide the Union with Unit membership information pursuant to the Unit Membership List Article of this MOU.

4. The Controller shall notify the Union within sixty (60) calendar days of any employee who, because of a change in employment status, is no longer a member of the Unit or subject to the provisions of this Article.

C. Union Responsibilities

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

D. California Government Code Section 1159 (A-B)
Existing California Government Code Section 1159 (a-b) states:

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

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

ARTICLE 2.4 WORK ACCESS

A. A Union Staff Representative, with the prior approval of Management, shall be admitted to City facilities or work sites during working hours to assist employees in adjusting their grievances, or to investigate complaints concerning working conditions.

If access cannot be permitted at the time requested, the Union Staff Representative shall be given the date and time when such access will be

permitted. If Management does not respond to the Union's request for access within three (3) business days from the time of the Union's request then access shall be deemed granted. It is mutually understood that only the minimum amount of time necessary to handle complaints or grievances will be utilized by the Union Staff Representative.

B. A Union Staff Representative may also be admitted to City facilities or work sites, at reasonable intervals, for the purpose of communicating with Unit members who are off duty. Such communications shall be limited to an exchange of information concerning the lawful and legitimate activities of the Union and/or its membership. Authorization to make such visits shall be obtained by contacting either the person that has been designated by Management to grant access to a specific City facility or work site, or the Management Representative of the department, office or bureau affected.

C. The Union shall provide Management with a list of its Union Staff Representatives. Management of each operative department shall provide the Union with a list of persons designated to grant access to specific City facilities or work locations.

D. The provisions of this Article shall not be deemed to be a limitation on the authority of Management to deny access to facilities or work sites designated "security" or "confidential."

ARTICLE 2.5 USE OF CITY FACILITIES

The Union shall be permitted to use City facilities with the prior approval of Management for the purpose of holding meetings, if such facilities can be made available without disrupting the normal operations of the departments, offices, or bureaus affected. The Union will pay such usual and customary fee(s) and/or other charges as are required by the City. Such charges normally cover rentals, special set-ups cleanups, and security services.

ARTICLE 2.6 BULLETIN BOARDS

A. Each department agrees to provide a Union bulletin board or space at each work location that is clearly visible in a prominent location, which may be used by the Union for the following purposes:

1. Notices of Union meetings.
2. Notices of Union elections and their results.
3. Notices of Union recreational and social events.
4. Reports of official Union business.
5. Any other communication or written material which has received the prior approval of the Departmental or Bureau Management Representative, or his/her designee.

B. It is agreed that copies of communications listed in 1 through 4 will be provided to the designated representative in Human Resources at the time of posting.

C. It is further agreed that all communications to be posted, other than 1 through 4 above, shall be submitted for approval to the designated management representative in human resources three (3) business days or twenty four (24) business hours prior to posting.

D. It is further agreed that the Union shall place a removal date on all communications to be posted.

ARTICLE 2.7 ACTIONS BY THE EMPLOYEE RELATIONS BOARD

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

ARTICLE 2.8 EMPLOYEE RELATIONS

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

ARTICLE 2.9 POLITICAL ACTION COMMITTEE

The Controller shall deduct fifty cents ($.50) per pay period from the salary to be paid to each Union member, identified on a list prepared and submitted by the Union, as a contribution to the SEIU 721 Political Action Committee (PAC). Union members may voluntarily contribute an amount greater than fifty cents ($.50) per pay period to the PAC; provided the Union provides the Controller timely notice of the members' names and the additional amount they wish to contribute on a biweekly basis. Such contribution is to be deducted from twenty-four (24) biweekly payroll checks annually.

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

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

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

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

ARTICLE 2.10 CONTRACTING OF UNIT WORK

The parties agree that during the term of this MOU the following terms and conditions shall apply to the contracting of unit work:

A. No bargaining unit employee shall be laid off, demoted or suffer loss of pay or benefits as a result of the contracting of unit work.

B. If any employee subject to the provisions herein is displaced as a result of contracting, he/she shall be retained in a position within a classification represented by the Union.

C. Notwithstanding any provision of this MOU to the contrary and excluding the provisions of paragraph 6 below, the provisions of this article shall be subject to advisory arbitration only.

D. In lieu of the meet-and-confer process prescribed by the Employee Relations Ordinance (ERO), the parties agree to meet and discuss, in accordance with the provisions outlined below, all contracts to perform unit work except for contracts required by bona fide emergencies.

E. The parties agree that the following expedited procedure shall replace the impasse resolution provisions of the ERO for disputes arising out of the meet-and-discuss process specified above:

    1. The City shall provide timely notice, through the existing “clearinghouse” procedure, of proposed contracts to perform unit work. In addition, the City shall provide the Union a list of individuals responsible for coordinating contracting information in each department.

    2. The Union may request to meet and discuss such proposed contracts within fifteen (15) calendar days following the Charter 1022 notification as indicated in 1 above. Failure by the Union to request such meeting(s) within the prescribed fifteen (15) calendar days shall constitute a waiver of the Union’s right to continue this process.

    3. Meeting(s), if requested, shall begin within five (5) working days following notice to the City by the Union of its desire to discuss the proposed contract(s).

4. If the parties cannot reach agreement through the meet-and-discuss process, the Union may request expedited advisory arbitration within five (5) working days following the last meet-and-discuss session. Failure by the Union to request arbitration within the specified five days shall constitute a waiver of the Union's right to continue in this process. The parties will attempt to establish a mutually agreeable, expedited process for selecting arbitrators. Absent any such agreement, arbitrators will be selected in accordance with Rules 11.03 and 11.04 of the ERB.

5. The parties agree that for contracts with a value of less than $1 million, the hearing and issuance of the advisory decision by the arbitrator shall be concluded within thirty (30) calendar days following request for arbitration; and within ninety (90) calendar days for contracts of $1 million or more.

6. The arbitrator's advisory decision and recommendation shall be transmitted to the appropriate determining body simultaneously with the proposed contract.

7. The time limits in this process may be extended only by the mutual, written agreement of the parties.

8. The expedited arbitration process herein shall be informal. Court reporters shall not be used; rules of evidence shall be informal; the production of witnesses and documentary evidence shall be at the discretion of each party; the arbitrator's notes, exhibits (if any), and the written advisory decision and recommendation shall constitute the record of the proceedings; post hearing briefs shall not be required or submitted.

9. Arbitration fees shall be shared equally by the Union and the City.

F. Disputes over the practical consequences of the contracting of unit work, other than those occurring under paragraphs 4 and 5 above, shall be resolved in accordance with the provisions of Article. 3.1, Grievance Procedure, and shall not delay the implementation of the contract if all other provisions of this article have been met.

The parties agree that the review of "practical consequence" grievances shall begin with the first formal level of review of the grievance procedure and that said grievances shall be subject to advisory arbitration, except as provided in the Arbitration step of the Grievance Procedure.

G. The parties agree that the Union may file a grievance regarding the Charter 1022 notification.

1. A grievance challenging the 1022 notification shall be filed within 15 calendar days of the Union's knowledge of the alleged deficient notification.

2. The grievance will be submitted to an expedited informal arbitration process. The arbitration shall be conducted within 30 days of the filing of the Union's grievance. The arbitration fees shall be shared equally between the Union and the City.

3. The arbitrator shall determine if the City has violated the 1022 notification procedures. The arbitrator's remedy shall be limited to ordering the City to reissue the 1022 notification. In no event will the arbitrator have the authority to void a Council-approved contract. The arbitrator's decision is binding on the parties.

ARTICLE 3.0 GRIEVANCE

ARTICLE 3.1 GRIEVANCE PROCEDURE

STATEMENT OF INTENT

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

DEFINITION

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

A. An impasse in meeting and conferring upon the terms of a proposed MOU.

B. Any matter for which an administrative remedy is provided before the Civil Service Commission.

C. Any issue that the parties agree to refer to another administrative resolution process.

D. Assignment and scheduling of hours and personnel for intermittent and half-time employees, unless said assignment or scheduling is in violation of the departmental working rules or this MOU.

E. Employee Comment Sheet (Comment Card) – LAPD

Employee Comment Sheets (Comment Cards) are used to document positive and negative conduct or incidents. Employee Comment Sheets (Comment Cards) are not considered disciplinary in nature and shall not be placed in the employee's official personnel file. 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 thirty (30) days after it is served.

GENERAL PROVISIONS

A. BINDING ELECTION OF PROCEDURE

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

B. GRIEVANCE PROCESS RIGHTS

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

C. TIME, TIME LIMITS AND WAIVERS

"Business days" shall be defined as Monday through Friday, exclusive of City Holidays, as enumerated in Article 6.4, Holidays and Holiday Pay Article.

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

D. MEDIATION

1. At any step following the Informal Discussion in the grievance process, the Union or Management may request mediation, by letter to the department's personnel officer or designated union representative. Within ten (10) business days of receipt of a request for mediation, the receiving party shall either return the request without action or request that the ERB appoint a mediator. The ERB shall attempt to obtain the services of a mediator from the State Mediation and Conciliation Service. If a State mediator is unavailable, Union and Management may jointly agree to a mediator

selected by the Executive Director of the ERB. The fees of such mediator shall be shared equally by Union and Management.

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

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

4. Notwithstanding the above and ERO Section 4.865, the parties may mutually agree to accept the opinion of the mediator as binding.

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

E. EXPEDITED ISSUES

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

1. Suspensions without pay
2. Allegations of failure to accommodate medical restrictions
3. Allegations of retaliation
4. Whistleblower complaints

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

GRIEVANCE PROCESS

STEP 1 - ISSUE IDENTIFICATION AND INFORMAL DISCUSSION

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

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

STEP 2 – GRIEVANCE INITIATION (FORMAL)

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

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

STEP 3 – GRIEVANCE APPEAL

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

Los Angeles Police Department only:

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

shall be heard by the Commission, or designee, within ten (10) business days of the receipt of the appeal, and a written decision shall be rendered within thirty (30) business days from the date of meeting with the employee.

STEP 4 - ARBITRATION

A. If the written response at Step 3, or mediation, does not settle the grievance, or management fails to provide a written response within twenty (20) business days of the Step 3 meeting, the Union may elect to serve a written request for arbitration with the ERB. A copy of this notice shall be served upon the department's personnel officer. The request for arbitration must be filed with the ERB within twenty (20) business days following (a) the date of service of the written response of the General Manager/Commission or the designee, or (b) the last day of the response period provided for in Step 3. Failure of the Union to serve a written request for arbitration with the ERB within said period shall constitute a waiver of the grievance.

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

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

D. The decision of an arbitrator resulting from any arbitration of a grievance hereunder shall be binding upon the parties concerned.

E. The decision of an arbitrator resulting from any arbitration of grievances hereunder shall not add to, subtract from, or otherwise modify the terms and conditions of this MOU.

PROCEDURE FOR GRIEVANCES AFFECTING A GROUP OF EMPLOYEES

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

grievance affect more employees than are identified as grievants, the parties agree that the remedy may be applied to those employees, upon their consent if needed.

PROCEDURE:

STEP 1 – GROUP GRIEVANCE INITIATION (FORMAL)

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

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

Los Angeles Police Department only:

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

STEP 2 – GROUP GRIEVANCE APPEAL

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

ARTICLE 3.2 UNION STEWARDS

A. The Union may designate a reasonable number of Union Stewards or other union representatives who must be members of the Union, and shall provide all departments, offices, or bureaus with a written list of employees who have been so designated and revised lists within thirty (30) calendar days of any changes in said designations. A steward may represent a said grievant in the presentation of a grievance at all levels of the grievance procedure. A steward may represent an employee in pre-disciplinary hearings (Skelly) or pre-disciplinary interviews where there is a reasonable expectation that disciplinary action will follow.

An employee and his/her steward may have a reasonable amount of paid time off for the above-listed activities. However, a steward will receive paid time off only if he/she is the representative of record; is a member of the same Union as the employee; is employed by the same department, office or bureau; and, is employed within a reasonable distance from the work location of the employee.

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

Before leaving his/her work location, the steward shall contact the requesting employee's supervisor to determine when the employee can be made available. Upon arrival, the steward will report to the employee's supervisor who will make arrangements for the requested meeting.

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

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

No later than September 30, 2019, or another date mutually agreed upon by the parties, the Union and City representatives will have established a curriculum and training program that will provide skills for both stewards and front-line supervisors in the processing and resolution of grievances and other workplace issues in a cooperative, problem-solving manner. Upon completion of the program, both Union Stewards and Front-Line Supervisors will be certified. Stewards certified through this training shall be authorized to spend up to two (2) hours of City time to investigate each dispute raised under the Grievance Procedure of this MOU.

As is practicable, grievances will be heard by Certified Supervisors.

ARTICLE 4.0 ON THE JOB

ARTICLE 4.1 HEALTH AND SAFETY

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

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

1. Correct or eliminate the hazardous condition if correction or elimination thereof is within the authority and capability of the supervisor; or

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

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

C. 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 Division and report such hazard. Unresolved complaints hereunder may be referred to the State Safety Engineer for processing under the Cal-OSHA rules and regulations with a copy to the City Occupational Safety Division.

D. If an employee is required to perform his/her duties at a treatment plant, construction site, landfill, crime scene or any 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 Union 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 normal business hours 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 the affected employee has not been involved in any subsequent related incidents that resulted in written corrective counseling or other Management action for a period of three (3) years from the date the most recent notice was issued or Management action taken. Upon an employee's in-person review of personnel folder, management shall provide written confirmation of removal of notice.

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

An employee may file a written response/rebuttal to any document placed in their personnel file, and that written response/rebuttal shall be attached to that document in the personnel file.

ARTICLE 4.3 REST PERIODS

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

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

ARTICLE 4.4 PERFORMANCE EVALUATIONS

A. The supervisor who signs an employee's performance evaluation shall have been in a position to review the employee's work for a reasonable period of time during the evaluation period and during the same time frame having been directly involved with the employee in the daily work assignments that the employee is to be evaluated on. If the employee has worked under more than one supervisor for a significant period of time during an evaluation period, the rating shall reflect the opinion of each such supervisor.

B. A performance evaluation shall not include a substandard rating, i.e., "Improvement Needed" or "Unsatisfactory," that had not been previously communicated to the employee and documented during the rating period in question, including specific and job-related underlying reasons for the alleged performance deficiency and recommended action to make the needed improvement.

C. An annual performance evaluation that has been appealed or grieved shall be retained in Department files for up to a maximum of three hundred and sixty (360) calendar days or until the appeal or grievance is resolved, whichever is greater. At that time, the original signed/acknowledged document will be placed in the employee's Personnel File unless an amended document is agreed upon by both the employee and the Department. In such instance, the amended document will be placed in the employee's Personnel File and the original signed/acknowledged document shall be destroyed.

ARTICLE 4.5 CREDIT FOR TRAINING

A. Whenever Management approves, an employee may be permitted to assume tasks which are outside the scope of the normal duties of his/her position, for the purpose of gaining experience in the performance of duties in higher level positions or learning to operate such City equipment as is used by his/her department in order to gain work experience on such job or equipment. A qualified person shall be designated and shall be available to instruct and supervise the employee in the

performance of such tasks or in the safe and proper operation of said equipment. Any dispute concerning the person's qualifications to instruct and supervise shall be decided by the employee's Departmental Management Representative.

B. If the employee requests:

1. The employee and his/her supervisor will jointly log the successful performance of such tasks on a form provided by Management. The form will be kept updated; and,

2. The employee's department will provide confirmation of such performance on a form titled "Verification of Work Experience" (Personnel Department form PD 21R #11–74), so that it may be utilized by the employee whenever such verification is required to establish eligibility to take an examination.

ARTICLE 4.6 WORK SCHEDULES

A. 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. For employees working a rotating shift schedule or employees covering a seven (7) day operation, the workweek shall average forty (40) hours and at least two (2) consecutive rest days per week, exclusive of holidays, except in weeks where a shift change occurs. 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.

Eight (8) consecutive hours of work shall constitute a day's work for shift employees.

Employees shall have a minimum of twelve (12) hours off before the start of the next work shift. Any time worked during said minimum twelve (12) hours off is considered overtime and shall be compensated at the overtime rate for the class as established by this MOU. There shall be no pyramiding of overtime (i.e., compensation shall not be paid more than once for hours worked).

Overtime shall be computed in accordance with FLSA and this MOU (See Overtime provision) for all bargaining unit employees.

B. Alternative Work Schedules

Management may assign or employees may request to work a four/ten, five/forty, nine/eighty or other work schedule, including but not limited to non-consecutive

days off, provided that such assignment is not arbitrary, capricious or discriminatory.

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. No employee shall be required to work a four/ten schedule against his or her will.

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 4.3, Rest Periods. Employees shall be compensated for forty (40) hours per week at the regular hourly rate for their class and pay grade.

Employees who work on a four/ten, nine/eighty or three/twelve work schedule may be required 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 Union as bona fide by the ERB.

ARTICLE 4.7 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 (7.5) 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 4.8 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 4.9 TELECOMMUTING

The Union and Management acknowledge the City of Los Angeles Telecommuting Program (C.F. #93-2250), 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 (TAP), found on the internet here: http://clkrep.lacity.org/onlinedocs/1993/93-2250_MISC_02-17-1994.pdf.

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.

For more information about telecommuting or to obtain a City of Los Angeles Telecommuting Application, employees may call the Commute Options & Parking Section (COPS) at (213) 978-1593 or view the 'Work Schedules' link from the COPS webpage at: http://per.lacity.org/bens/commuteoptions.htm.

ARTICLE 4.10 SCHEDULE CHANGES FOR PERSONAL BUSINESS

Management may allow any employee to modify his/her work schedule in any one workweek, for personal business, except for changes on the 9/80 day off or the split day. Subject to the approval of Management, such time off shall either be made up in full in the same workweek, or charged against the employee’s accrued and unused vacation credits on an hourly basis.

This Article shall not apply to salaried employees, as defined in Article 5.1, Overtime.

ARTICLE 4.11 PROCUREMENT OF MATERIALS

At no time shall any Unit employee be required to use their own money to purchase parts or materials used to repair or maintain City vehicles or equipment, or for any other City-related purpose regardless of whether such money is intended to be reimbursed. Examples include but are not limited to (1) parts or materials used in vehicle repairs (not including tools), (2) field or office supplies, and (3) consumables.

Parking fees and road tolls shall be paid by the employee and reimbursed by the employing department.

ARTICLE 5.0 COMPENSATION

ARTICLE 5.1 OVERTIME

A. Distribution of Overtime

Management will 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.

B. Non-emergency Overtime

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

C. Rate and Methods of Compensation – FLSA Non-Exempt Employees

1. Compensation for overtime shall be for all hours worked in excess of forty (40) hours in a workweek, including all absences with pay authorized by law. Compensation for employees in this unit, who are employed in a class or pay grade, if the class has multiple pay grades, with a top step biweekly rate, without bonuses (with the exception of the Project Manager bonus) at or below the top step regular biweekly rate for the class of Shift Superintendent Wastewater Treatment I shall, be in time off at the rate of one-and one-half (1.5) hours for each hour of overtime worked; or in at one-and-one-half (1.5) times the employee's regular rate of pay. The method of overtime compensation shall be at the discretion of management.

2. Compensated Time Off

Employees may, subject to Management discretion, be permitted to accumulate up to eighty (80) hours of compensated time off (CTO). Occasionally, employees may accumulate CTO in excess of eighty (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 eighty (80) hours prior to the end of the fiscal year, Management may require the employee 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 eighty (80), Management may extend the time limit for use or payment of the excess hours 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 two-hundred forty (240) hours be accumulated.

D. Salaried Employees

1. Employees in this unit who qualify for exemption from the FLSA overtime provisions based upon duties and who are assigned to a class or pay grade, if the class has multiple pay grades, with a top step regular biweekly rate, without bonuses, above the top step regular biweekly rate for the class of Shift Superintendent Wastewater Treatment I shall be treated as salaried employees, in accordance with the provisions of the FLSA as identified in Los Angeles Administrative Code section 4.113(b).

   Salaried employees may be assigned 5/40, 4/10, 9/80 or other schedules at the discretion of Management. Notwithstanding any LAAC 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 absence from work for less than a full workday. This provision applies to occasional partial day absences from work which is 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 superseded 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.

2. In lieu of time off, the appointing authority may, with the approval of the Mayor, grant additional compensation when an 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 5.2 OVERTIME MEAL ALLOWANCE

Whenever an employee is held over from a scheduled work shift and is required to work more than four (4) hours on an unscheduled overtime work shift, the employee shall be paid an overtime meal allowance of twelve dollars ($12.00).

ARTICLE 5.3 CALL BACK AND OFF SITE/REMOTE ACCESS COMPENSATION

A. Call Back

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, the employee shall receive a minimum payment equivalent to four (4) hours of work at the employee's regular rate of pay (overtime rate will be paid in accordance to Article 5.1, Overtime. 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. The time of Call Back pay starts at the time that the employee is notified or when it is determined that returning to the work location is required.

B. Remote Access

Whenever an employee is required to perform job-related tasks either remotely or off-site or to troubleshoot, the employee shall receive compensation of no less than one (1) hour at the appropriate hourly rate. If the remote task(s) exceed one (1) hour in duration, the employee shall be compensated for each such hour at the appropriate hourly rate. If the employee is scheduled to be On Call/Standby then such compensation will be in addition to the compensation outlined in the On Call/Standby Compensation Article.

ARTICLE 5.4 ACTING PAY ASSIGNMENT

Effective July 1, 2015, time served in the following higher level assignments shall be credited as qualifying experience for promotional purposes.

A. Absence at Higher Level Position

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

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

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

B. Vacant Higher Level Position

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

C. Status Review

Acting pay is not intended as compensation for a long-term out-of-class assignment and shall not extend past one (1) year. When an employee has filled an acting assignment for a period of three (3) months, Management will review the status of the vacancy to determine when the vacancy can be filled through appropriate measures. Upon request, Management will review the acting assignment with the employee. At that time, the employee may request to be removed from the acting assignment.

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

D. Compensation

An employee qualifying for additional compensation as stated above shall receive salary at two (2) premium levels above the appropriate step on the salary range prescribed for his/her class, for each day on duty (present for 50% or more of the work day) in an acting assignment. However, the maximum pay rate for such duty shall be limited to the top step of the salary range that has been established as compensation for the higher level position to which the employee has been assigned.

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

ARTICLE 5.5 OUT-OF-CLASS ASSIGNMENTS

A. 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.

B. Waivers and Exceptions

1. 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.

2. 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.

C. Rate of Pay

An employee temporarily assigned higher level duties under the provisions of an out-of-class assignment 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 5.4, Acting Pay Assignment. 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 5.6 MILEAGE

Each employee that is authorized to use his/her own vehicle, pursuant to Division 4, Chapter 5, Article 2 of LAAC, in the performance of his/her duties shall be reimbursed for transportation expenses for all miles traveled in any biweekly period, in addition to any and all salaries and other compensation otherwise provided for by law at an amount equal to the annual standard car mileage allowance as determined by the Internal Revenue Service (IRS). The CAO shall certify to the Controller appropriate changes, if required, to become effective at the beginning of the first full pay period in which the IRS reimbursement rates change is effective.

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 shall receive a minimum payment of 10 miles per day, regardless of whether the vehicle is driven for City business.

ARTICLE 5.7 EARLY REPORT PAY

A regularly assigned FLSA non-exempt (non-salaried) employee who is required to report earlier than his/her regularly-scheduled starting time for the convenience of his/her department, office or bureau, shall receive time and one-half his/her regular hourly rate of pay for each hour of work performed prior to his/her regularly scheduled starting time. Such compensation may be made in either cash or compensatory time off at the discretion of Management.

Management maintains its authority to retain employees who are called in before the start of their regular starting time for their full, regularly scheduled shift. Hours worked prior to an employee's regularly scheduled starting time qualify the employee to receive Early Report Pay. Consistent with any department procedures that may exist, employees may or may not be retained beyond eight hours, subject to operational needs.

In the event an employee receives Early Report Pay and is required to work his/her full regularly scheduled shift in addition to the Early Report Pay hours, the employee shall not

receive overtime for working his/her full, regular shift. Prescheduled shift adjustments with at least a forty-eight (48) hour notice do not qualify for Early Report Pay.

ARTICLE 5.8 ON CALL/STAND-BY COMPENSATION

I. Any FLSA Non-Exempt bargaining unit employee, or persons employed in the Police Department in the classes of Supervising Criminalist, Code 2235, and Chief Forensic Chemist I and II, Code 2237-1 and -2, when required by management to be on standby shall receive, in addition to any other compensation provided for herein, the following:

   A. Employees assigned to standby on weekends and holidays shall receive one hour compensation at straight time for every six hours or portion thereof 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 or portion thereof they are required to standby.
   C. When an employee is scheduled for On Call/Standby then such compensation will be in addition to the compensation outlined in the Call Back Pay and Off Site/Remote Access Compensation Articles.

II. Persons employed by the Department of Public Works who are required by Management to wear a paging device on an on-call status during off-duty hours shall receive, in addition to any other compensation provided for herein, the sum of $24.00 for each day that the paging device is required to be worn.

III. Persons employed in the class of Industrial Hygienist, Code 2330, in the Fire Department and the Department of Environmental Affairs* and the class of Environmental Supervisor I/II, Code 7304-1-2, in the Department of Environmental Affairs*, when assigned to standby during their off-duty hours shall receive, in addition to any other compensation provided for herein, the sum of $24.00 for each day of such assignment.

   * Persons who have remained in the above listed classifications in which they were employed by the former Department of Environmental Affairs shall continue receiving the additional compensation, regardless of their current employing department.

IV. Effective January 11, 2005, one (1) person employed in the class of Communications Engineer, Code 7610, in the Police Department's Information Technology Division, Network Section, when assigned to standby during his/her off-duty hours shall receive, in addition to any other compensation provided for herein, the sum of $24.00 for each day of such assignment.

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

ARTICLE 5.9 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 (1) premium level rate (2.75%) for duties requiring that they converse fluently in a language other than English, or of two (2) 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. The Bilingual Differential payment is pensionable when regularly assigned.

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

ARTICLE 5.10 SALARIES

The parties to this MOU jointly recommend to the City Council approval of the salaries set forth in the attached salary Appendices.

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

Appendix A – January 1, 2023

A. SALARY STEPS

1. a. Employees hired into Targeted Local Hire Program (TLHP) positions shall be hired at Step 1 and shall remain on Step 1 for the duration of a twelve (12) month probationary period. TLHP position hourly wages will begin one (1) premium level below the entry level of the targeted Civil Service classification which will not be below fifteen dollars ($15.00) per hour.

   b. Employees hired into non-TLHP positions shall be hired at Step 2 (or appropriate higher step in accordance with applicable MOU provisions or LAAC Section 4.90).

c. Employees shall remain on Steps 2 and 3 for nine (9) months each.

2. Steps 4 through 8 are separated by two (2) premium levels (Step 4 is one [1] premium level above Step 3). Employees shall advance to each subsequent step after twelve (12) months.

3. Steps 9 through 12 are separated by one (1) premium level (Step 9 is one [1] premium level above Step 8). Employees shall advance to each subsequent step after twelve (12) months.

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

B. SALARY ADJUSTMENTS

The following salary adjustment is reflected in Appendix A and applies to all Unit employees (salary range, flat-rate, fixed-step do not move on a salary range):

1. Effective January 1, 2023, the base hourly wages for all Unit employees shall be increased by 3.0%.

C. EXTENSION OF STEP ADVANCEMENT DATE – UNCOMPENSATED HOURS

Uncompensated absences of sixteen (16) days (128 hours for employees on a work schedule other than 5/40) or less during the 2,080-hour qualifying period and during each subsequent 2,080-hour annual period shall not extend the step advancement date. The step advancement date shall be extended one (1) working day for each working day absence (or one (1) hour for each hour of aggregated uncompensated absence in excess of 128 hours). Employees who are injured on duty and are compensated in accordance with State of California Labor Code, Division IV and LAAC Division 4, Article 7 shall not have their step advancement date changed due to their workers' compensation status.

D. CONSECUTIVE APPOINTMENTS WITHIN A 12 MONTH PERIOD

Consecutive appointments or assignments to positions with the same top step salary rate in the twelve (12) months (2,080 hours) following an appointment or assignment shall be treated as one (1) appointment or assignment for step advancement purposes.

E. APPOINTMENTS TO NEW POSITIONS WITH THE SAME OR LOWER SALARY RANGE

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

F. PART-TIME EMPLOYEES

1. Civil Service Half-Time Employees

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

2. Intermittent Employees and Half-Time Employees Exempted from Civil Service

Intermittent employees and half-time employees exempted from Civil Service provisions by Charter Section 1001 shall be paid a salary rate corresponding to the entering step in the salary range for the classification in which the employee is employed. Full-time or half-time employees changing to intermittent status in the same Civil Service class shall continue to be paid at the same rate (excluding bonuses) they were last paid while a full- or half-time employee until such time as the entering step in the salary range for the class meets or exceeds the salary for the employee.

G. PROMOTIONAL DIFFERENTIAL

Notwithstanding the rate provided for in LAAC Section 4.91, employees who receive a promotion shall be moved to the salary step (Step 2 or above) that provides a minimum 5.5% increase over the rate received in the former position.* As provided in LAAC Section 4.91, any regularly assigned bonus or premium compensation amounts shall be included in calculating the step rate for the former position and added to the new salary, if applicable, after determining the appropriate salary step rate for the new position.

*Salary Step 1 is reserved for agreed upon TLHP classifications, the minimum step available for promotion is Step 2, unless otherwise specified.

ARTICLE 5.11 CIVILIAN SUPERVISORY DIFFERENTIAL

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 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. This bonus is pensionable when regularly assigned and non-pensionable when assigned on a daily basis.

ARTICLE 5.12 SHIFT DIFFERENTIAL

Notwithstanding the provisions of Note N of Schedule A of Section 4.61 of the LAAC 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 LAAC. This bonus is pensionable when regularly assigned and non-pensionable when assigned on a daily basis.

ARTICLE 5.13 COURT APPEARANCES

A. 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 Federal 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 one and one-half (1.5) times his/her regular rate of pay. Time spent in excess of the one-hour minimum guarantee shall also be at the rate of one and one-half (1.5) 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.

Notwithstanding any other provision of this Memorandum of Understanding, whenever a Supervising Occupational Health Nurse (Code 2315), a Nurse Manager (Code 2316), or a Supervising Correctional Nurse (Code 2319) who is a member of this Unit, is required to appear in court during hours outside his/her assigned work schedule because of duties arising out of City employment, said employee shall receive three (3) hours of overtime compensation regardless of the number of hours actually spent in court. Any employee on call outside of his/her assigned work schedule and not required to report to court shall receive two (2) hours of overtime compensation regardless of the number of hours actually spent on call.

B. 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.

1. 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.

a. 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.

b. 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 B(1)(a) above, with the following noontime recess exceptions:

Length of Recess	**Amount of Compensation**
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.)

2. 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 B(1)(b) 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.

3. 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:

a. 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 B(1)(b) above.

b. 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 B(1)(b) above.

c. 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 B(1)(b) above.

ARTICLE 5.14 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 one premium level rate (2.75%) of their salary or wages for each business day the skill is utilized. The Sign Language Premium Pay is not pensionable.

ARTICLE 5.15 DISTURBANCE COMMUNICATION

Disturbance Communication is defined as any communication to city and non-city owned devices or software products with the expectation that the employee will respond prior to the start of the employee's next regularly scheduled work shift.

Disturbance communication includes but is not limited to phone calls, email, texts/instant messaging and any other form of communication.

Any FLSA Non-Exempt bargaining unit employee shall be eligible for compensation under this Article.

Whenever 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:

1. Only the first disturbance communication made in any one calendar day shall qualify for the minimum one hour of compensation described above. The time actually spent on such disturbance instance 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 compensation shall be used to offset any overtime owed.

2. Any employee receiving On Call/Standby Compensation for the same day shall not be eligible to receive compensation under this Article for that day;

3. The Department head or designee may determine the method of compensation;

4. An employee contacted while off-duty concerning subsequent work scheduling shall not be eligible to receive compensation under this Article.

ARTICLE 6.0 BENEFITS

ARTICLE 6.1 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.

During the term of this MOU, the City agrees that it will not unilaterally impose a reduction in plan design or benefits for any benefit plan applicable to employees covered by this MOU. Nothing in this MOU, however, shall prevent the parties from jointly reaching agreement on plan design or benefits applicable to employees covered by this MOU. Additionally, nothing in this MOU constitutes a waiver by the Union or the City with respect to making changes to plan design or benefits.

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.

A. Each employee in the Unit will be enrolled in supplemental insurance programs designated and administered by SEIU 721.

B. The City will forward for each employee in the Unit, who is a member of LACERS on paid status, eight dollars and fourteen cents ($8.14) biweekly to SEIU 721 for distribution, by the Union, to designated carriers in the amounts necessary to cover enrollment in these programs.

C. Employees wishing to avail themselves of the Union sponsored dental benefits must be enrolled in an appropriate City plan in order to access said benefits.

D. The Controller and Personnel Department will establish such control over the disbursement of funds as they deem necessary.

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

Section I – Health Plans

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

Effective January 1, 2015, Management agrees to contribute a monthly sum not to exceed the Kaiser family rate ("maximum monthly health care subsidy") per full-time employee toward the cost of a City-sponsored health plan for employees who are members of the Los Angeles City Employees' Retirement System (LACERS). During the term of this MOU, Management's monthly health care subsidy for full-time employees shall increase by the increase in the Kaiser Permanente family rate. Increases in this monthly health care subsidy shall be effective at the beginning of the pay period in which the Kaiser Permanente yearly premium rate change is implemented.

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

Management agrees to contribute for each half-time employee, as defined by Section 4.110 of the LAAC, who became a member of LACERS following July 24, 1989, and for each employee who transfers from full-time to half-time status following July 24, 1989, a monthly subsidy not to exceed the Kaiser employee-only rate, toward the cost of his/her Flex Program medical plan. Half-time employees who, prior to July 24, 1989, were receiving the same subsidy as full-time employees shall continue to receive that subsidy and shall be eligible to receive any increases applied to that subsidy as provided in this Article. Adjustments in this monthly subsidy shall be effective at the beginning of the pay period in which the Kaiser Permanente yearly premium rate change is implemented.

Any employee who was receiving a full health subsidy as of July 24, 1989, in accordance with this Article, who transfers to half-time status following that date shall continue to be eligible for the full subsidy and shall be subject to any adjustments applied to that subsidy as provided in this Article. This provision shall apply providing that such employee does not have a break in service subsequent to July 24, 1989. Any half-time employee with a break in service after July 24, 1989, shall be subject to the partial subsidy provisions in this Article.

Full-time employees who work a temporary reduced schedule under the provisions of Article 6.8 Family and Medical Leave, shall continue to receive the same subsidy as full-time employees and will be subject to any adjustments applied to that subsidy as provided in this Article.

Further, any half-time employee receiving either a full or partial subsidy in accordance with this Article who, subsequent to July 24, 1989, becomes an intermittent employee shall not be eligible for such subsidy, notwithstanding his/her status as a member of LACERS.

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

Section II – Dental Plans

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

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

For each half-time employee, as defined by Section 4.110 of the LAAC, who becomes a member of LACERS and for each employee who transfers from full-time to half-time status following July 24, 1989, 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 24, 1989, were receiving the full employee-only subsidy shall continue to receive the full employee-only subsidy.

Any employee who was receiving a full employee-only dental subsidy as of July 24, 1989, in accordance with this Article, who transfers to half-time status following that date shall continue to be eligible for the full subsidy. This provision shall apply providing that such employee does not have a break in service subsequent to July 24, 1989. Any half-time employee with a break in service after July 24, 1989, shall be subject to the partial subsidy provisions in this Article.

Further, any half-time employee receiving either a full or partial subsidy in accordance with this Article who, subsequent to July 24, 1989, becomes an intermittent employee shall not be eligible for such subsidy, notwithstanding his/her status as a member of LACERS.

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

Section III – Definition of Dependent

The definition of a dependent shall include the domestic partner of an employee and the dependents of such domestic partner. Any employee claiming a domestic partner and/or the dependents of such domestic partner for purposes of this Article shall have an approved City Affidavit of Domestic Partnership form or a registered State of California Declaration of Domestic Partnership form on file in the Employee Benefits Office, Personnel Department, which identifies that individual as the employee's 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 a City-sponsored plan unless another open enrollment period is subsequently declared by the Personnel Department.

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

Section V – Subsidy During Family or Medical Leave

For employees who are on Family or Medical Leave, under the provisions of Article 6.8 of this MOU, Management shall continue the City's medical and dental plan subsidies for employees who are enrolled in a City health and/or dental plan prior to the beginning of said leave. Employees shall be eligible for such continued subsidies while on a Family or Medical Leave in accordance with Article 6.8 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, except while an employee is on a Pregnancy Disability Leave absence (up to 4 months), Management shall continue the City's subsidy for her pregnancy health coverage (medical plan subsidy) in compliance with the provisions of SB 299 and AB 592 enacted in 2011.

Section VI – Benefit Protection Plan

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

ARTICLE 6.2 SICK LEAVE BENEFITS

Management's practices with regard to allowances for sick leave will continue during the term of this MOU. Such practices shall be in accordance with LAAC Sections 4.126, 4.126.2, and 4.128.

The parties agree to continue negotiations related to sick leave provisions no later than September 1, 2019.

ARTICLE 6.3 FAMILY ILLNESS

Management's present practices of allowances for leave for illness in family will be continued during the term of this MOU. The aggregate number of working days in any one calendar year with full pay shall not exceed fifteen (15) days (120 hours). Such practice of allowance for leave for illness in family shall be in accordance with Section 4.127 of the LAAC. Upon the adoption of a child, an employee will be permitted to use fifteen (15) days (120 hours) of family illness sick leave.

Effective January 1, 2020, employees who have exhausted all their 100% sick time, may use their 75% sick time.

The definition of "Immediate family" shall include the: father, father-in-law, mother, mother-in-law, brother, sister, spouse, child, foster child, grandparents, great-grandparents, grandchildren, great-grandchildren, step-parents, step-children of any employee of the City, the domestic partner of the employee, a household member (any person residing in the immediate household of the employee at the time of the illness or injury), a designated person (as defined and limited in Article 6.8, Family and Medical Leave) and the following relatives of an employee's domestic partner: child, grandchild, mother, father.

Any employee claiming a domestic partner for purposes of this Article shall have an approved City Affidavit of Domestic Partnership form or a registered State of California Declaration of Domestic Partnership form on file in the Employee Benefits Office, Personnel Department, which identifies that individual as the employee's domestic partner.

ARTICLE 6.4 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. Juneteenth (June 19)
7. Independence Day (July 4)

8. Labor Day (the first Monday in September)
9. Indigenous Peoples Day (the second Monday in October)
10. Veteran's Day (November 11)
11. Thanksgiving Day (the fourth Thursday in November)
12. The Friday after Thanksgiving Day
13. Christmas Day (December 25)
14. Any day or portion thereof declared to be a holiday by proclamation of the Mayor with the concurrence of the City Council by resolution.
15. Two (2) unspecified holidays

B. When any holiday from 1 through 13 above falls on a Sunday, it shall be observed on the following Monday.

C. When any holiday from 1 through 13 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 13 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 5.1, Overtime.

F. Whenever a holiday listed under 14 and/or 15 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 5.1, Overtime.

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. 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.14) of holiday pay and one and one-half (1.5) the hourly rate for all hours worked on the observed holiday; provided however, 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 (1) 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 5.1, Overtime.

I. An employee who works 1) in excess of eight (8) hours on any holiday listed from 1 through 13 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 (as defined herein) for the same hours. This Section shall not apply to employees who are “salaried” in accordance with Article 5.1, Overtime.

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 holidays shall be taken in accordance with the following requirements:

1. Each unspecified 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(s), Management will reschedule the holiday(s) so that it may be taken on some other reasonably satisfactory date(s) within the calendar year.

2. Any break in service (i.e., resignation, discharge, retirement, etc.) prior to taking the holiday(s) shall forfeit any right thereto.

3. The holiday(s) shall not be utilized to extend the date of any layoff.

4. No employee shall be entitled to unspecified holiday(s) until he/she has completed six (6) months of satisfactory service.

5. Employees who work in intermittent, on call, vacation relief, or seasonal positions shall not be entitled to the unspecified holiday(s).

6. No employee shall receive more than two (2) unspecified holiday(s) 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 two (2) unspecified holiday(s) after taking such holiday(s) prior to leaving the DWP, and (b) employees who resign or are terminated and then rehired during the same calendar year, will not receive additional unspecified holiday(s) when rehired.

ARTICLE 6.5 UNIFORMS

A. Employees in the following class and pay grades shall receive an allowance of $3.50 biweekly for the acquisition and maintenance of uniform items approved by their department when not provided by the department:

Class Code	Class Title
2235	Supervising Criminalist

B. Foot Protection – Appropriate foot protection shall be required for employees who are exposed to potential foot injuries from electrical hazards; hot, corrosive, poisonous substances; falling objects; or crushing or penetrating actions, which may cause injuries, or who are required to work in abnormally wet locations.

Each employing department that provides vouchers for the purchase of safety footwear is to evaluate the employee need and, if any of the above criteria is met, a department must either furnish a voucher for the purchase of the appropriate footwear or, if the department does not provide vouchers, it must provide additional non-pensionable compensation for reimbursement for purchasing department-required safety footwear.

Payment for reimbursement of employee-purchased safety footwear shall not exceed one hundred and fifty dollars ($150.00), including tax, per calendar year, and shall be paid annually each February during the term of this MOU, unless a different annual scheduled is agreed to by both the Union and the CAO/City

Departments that provide vouchers are to make them available for distribution according to the same schedule as the above-purchase reimbursement payments, but no more than annually.

Employees who purchase a pair of safety shoes over one hundred and fifty dollars ($150.00) may do so and pay the extra cost out of their own pocket.

ARTICLE 6.6 RAIN GEAR

Management will provide the necessary rain gear to employees who are required to work outdoors as part of their job duties when inclement weather may jeopardize the health, safety or welfare of the employee.

ARTICLE 6.7 EMPLOYEE ASSISTANCE PROGRAM

Operative the effective date of this MOU, Unit employees shall be covered by the Employee Assistance Program (EAP) available to all other Council-controlled civilian employees.

Information on the current EAP provider is available through the Employee Benefits Division of the Personnel Department at (213) 978-1655.

ARTICLE 6.8 FAMILY AND MEDICAL LEAVE

A. 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 6.3, Family Illness, or designated person, 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 employee taking such leave. The succeeding 12-month period will begin the first day of leave taken under the provisions of this Article after completion of the previous 12-month period.

Exception: Under the provisions of this Article, a pregnant employee may be eligible for up to four months (nine [9] pay periods) for childbirth disability and up to an additional four months (nine [9] pay periods) for purposes of bonding. (See Sections D-1 and D-6 of this Article.)

B. Definitions

1. Spouse means a husband or wife as defined or recognized under State law for purposes of marriage in this state.

2. Domestic partner means a named domestic partner in a confidential affidavit declaring the existence of said domestic partner and signed by the

City employee, which is on file in the Employee Benefits Office, Personnel Department.

3. Parent means a biological, step, adoptive or foster parent, an individual who stands or stood in loco parentis to an employee, or a legal guardian. This term does not mean parents-in-law. Persons who are *in loco parentis* include those with day-to-day responsibilities to care for or financially support a child; or in the case of a parent of an employee, that person who had such responsibility for the employee when the employee was a child. A biological or legal relationship is not necessary.

4. 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.

5. Designated person means any individual related by blood or whose association with the employee is the equivalent of a family relationship. Employees are limited to only one designated person per 12-month period.

C. **Eligibility**

1. 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 (PDL) 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.

2. Parents (including those who are domestic partners) who both work for the City each individually 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.

   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.

D. **Conditions**

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

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

   Employees (each parent individually) are also eligible for family leave ("bonding") under the California Family Rights Act, which shall be limited to four months (nine [9] pay periods) and must be concluded within one year of the child's birth. Whereas bonding leave for the pregnant employee may be taken before or after delivery, bonding leave for the non-pregnant employee shall be taken on or after the anticipated delivery or placement date of the child except as may be necessary under Subsection D-2, "Adoption." (The administration of such leave shall be in accordance with Sections C-2 and D-6 of this Article.)

2. **Adoption** – 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.

3. **Family Illness** – The start of a family leave for a serious health condition of a family member or designated person shall begin on the date requested by the employee or designated by Management.

4. **Employee's Own Illness** – The start of a leave for the employee's own serious health condition shall begin on the date requested by the employee or designated by Management.

5. **A serious health condition** is defined as an illness, injury, impairment, or physical or mental condition that involves any period of:

   a. Incapacity or treatment connected with inpatient care in a hospital, hospice, or residential medical care facility; or

   b. Incapacity requiring an absence of greater than three days involving continuing treatment by or under the supervision of a health care provider; or

   c. Incapacity (or treatment resulting therefrom) due to a chronic serious health condition; or

   d. Incapacity that is permanent or long-term due to a condition for which treatment may not be effective; or

   e. Absences to receive multiple treatments (including any period of recovery therefrom) by, or on referral by, a health care provider for a condition that likely would result in incapacity for more than three consecutive days if left untreated; or

   f. Incapacity due to pregnancy or for prenatal care.

6. **Continuous, Intermittent, and Reduced Work Schedule Leave** – All leave granted under this Article shall normally be for a continuous period of time for each incident.

   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.

   In accordance with the California Family Rights Act (CFRA), leave for the birth, adoption or foster care placement of a child of an employee ("bonding" leave) does not have to be taken in one continuous period of time. Under CFRA, the basic minimum duration of bonding leave is two weeks, and on any two occasions an employee is entitled to such bonding leave for a time period of less than two weeks' duration. Any other form of intermittent leave, or work on a reduced schedule, for the purpose of bonding leave shall only

be permitted at the discretion of Management. Bonding leave must be concluded within one year of the birth or placement of the child.

7. 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.

8. A personal leave beyond the four (4) month (nine [9] pay periods) 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.

9. 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 C-1 of this Article shall automatically be considered to be on family and medical leave, effective the first day of the employee's absence.

10. Management has the right to request and verify the medical certification of a serious health condition by a health care provider for a leave under the provisions of this Article. Management shall allow the employee at least 15 calendar days to obtain the medical certification.

11. Upon return from family or medical leave, an employee shall be returned to his/her original job or to an equivalent job.

E. **Notice Requirements**

1. Employee

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

2. Management

In response to an employee's request for family or medical leave, Management shall indicate whether or not the employee is eligible for such leave, if such leave will be counted against the employee's annual family or medical leave entitlement, and any requirement for the employee to furnish medical certification. Management shall 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.

F. **Applicable Time Off**

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

1. **Childbirth (Mother)**

   a. Accrued sick leave (100% 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.

   b. For the non-disability portion of childbirth leave (before delivery or after "bonding"), accrued vacation available at the start of the leave shall be used prior to the use of time under c, d, e and f below.

   c. Accrued 100% sick leave. The use of sick leave under this subsection is at the employee's discretion.

   d. Accrued 75% sick leave, following use of all 100% sick leave. The use of sick leave under this subsection is at the employee's discretion.

   e. Unpaid leave.

   f. Accrued compensatory time off may be used at the employee's discretion, with Management approval, after exhaustion of 100% sick leave (c above). In accordance with the final Department of Labor Regulations, which became effective January 16, 2009, and govern the federal Family and Medical Leave Act, any use of accrued compensatory time off under this Section shall be counted against the employee's annual family and medical leave entitlement.

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

   a. Annual family illness sick leave up to fifteen (15) days may be used at the employee's discretion. Such leave may be taken before or after the vacation described in 2 below.

   b. Accrued vacation available at the start of the leave shall be taken. Such time must be used prior to the use of time under c, d, e and f below.

c. Accrued 100% sick leave. The use of sick leave under this subsection is at the employee's discretion.

d. Accrued 75% sick leave following use of all 100% sick leave. The use of sick leave under this subsection is at the employee's discretion.

e. Unpaid leave.

f. Accrued compensatory time off may be used at the employee's discretion, with Management approval, after exhaustion of 100% sick leave (c above). In accordance with the final Department of Labor Regulations, which became effective January 16, 2009, and govern the federal Family and Medical Leave Act, any use of accrued compensatory time off under this Section shall be counted against the employee's annual family and medical leave entitlement.

3. **Personal Medical Leave**

a. Accrued 100% sick leave may be used at the employee's discretion. Such leave may be taken before or after the vacation described in c. below.

b. Accrued 75% sick leave may be used following use of all 100% sick leave at the employee's discretion. Such leave may be taken before or after the vacation described in c. below.

c. Accrued vacation time.

d. Unpaid leave.

e. Accrued compensatory time off may be used at the employee's discretion, with Management approval, after exhaustion of 100% sick leave (a above). In accordance with the final Department of Labor Regulations, which became effective January 16, 2009, and govern the federal Family and Medical Leave Act, any use of accrued compensatory time off under this Section shall be counted against the employee's annual family and medical leave entitlement.

G. **Sick Leave Rate of Pay**

Payment for sick leave usage under F 1, 2 and 3 shall be at the regular accrued rate of 100% or 75%, as appropriate.

H. **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 Union upon request.

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

ARTICLE 6.9 TEMPORARY DISABILITY: WORKERS' COMPENSATION (IOD)

Management agrees to adhere to the City's policies with regard to the Citywide Temporary Modified Duty (Return to Work) Program.

During the term of this MOU Management agrees to continue providing Workers' Compensation benefits in accordance with Section 4.104 of the Los Angeles Administrative Code, except that salary continuation payments during absences for temporary disabilities arising from job-related injuries or illnesses shall be in an amount equal to the employee's regular biweekly, take-home pay at the time of incurring the disability condition. For the purposes of this article, take-home pay is defined as an employee's biweekly gross salary rate less the mandatory deductions for Federal and State income tax withholding, and employee retirement contributions.

The City agrees to expansion of the Alternative Dispute Resolution (ADR) program currently in place for four bargaining units represented by SEIU 721 to all bargaining units represented by the Coalition. Agreements will be executed between the individual unions and the Personnel Department.

ARTICLE 6.10 WORKERS' COMPENSATION ALTERNATIVE DISPUTE RESOLUTION PROGRAM

The following information is for informational purposes.

The parties to this agreement have entered into a Workers' Compensation Alternative Dispute Resolution (ADR) Program Agreement approved by the State on or about October 2, 2018. In accordance with California Labor Code Section 3201.7, this Agreement was reached separate and apart from outside the collective bargaining process for this MOU. Said Agreement includes a Joint Labor Management Committee (JLMC), the terms of which are incorporated in the body of the ADR Agreement.

The Workers' Compensation ADR Program, approved by the State of California, provides a dispute prevention and resolution process designed to improve the processing and quality of workers' compensation medical benefits, improve claim resolution, reduce workers' compensation claim costs, return injured employees to work in a timely manner, and increase injured employees' satisfaction with the process.

ARTICLE 6.11 VACATION

A. Vacation Accrual

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

No. of Service Years	Monthly Accrual	Base Annual Vacation		Additional Vacation		Total Annual Vacation		Maximum Vacation Hours		Maximum Vacation Hours as of 9/1/19		End of…	Lump Sum
	Hrs:Mins	Hrs	Days	Hrs	Days	Hrs	Days	Hrs	Days	Hrs	Days		Hrs:Mins
1 – 4	7:20	88	11	0	0	88	11	176	22	264	33	1st year	88:00
5 – 12	11:20	136	17	0	0	136	17	272	34	408	51	5th year	55:20
13	11:20	136	17	8	1	144	18	288	36	432	54	13th year	19:20
14	11:20	136	17	16	2	152	19	304	38	456	57	14th year	27:20
15	11:20	136	17	24	3	160	20	320	40	480	60	15th year	35:20
16	11:20	136	17	32	4	168	21	336	42	504	63	16th year	43:20
17	14:40	176	22	0	0	176	22	352	44	528	66	17th year	51:20
18	14:40	176	22	8	1	184	23	368	46	552	69	18th year	22:40
19 – 24	16:00	192	24	0	0	192	24	384	48	576	72	19th year	30:40
25+	16:40	200	25	0	0	200	25	400	50	600	75	25th year	24:00

B. Accumulation of Vacation Time

Effective September 1, 2019, notwithstanding LAAC, Section 4.254, employees shall be permitted to accumulate vacation time not to exceed a maximum of three (3) annual vacation accrual periods.

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

C. 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 6.12 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 6.13 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 6.14 PERSONAL LEAVE

On January 1st of each year, each full-time unit member shall, in addition to all other compensatory time, receive 40 hours per calendar year as personal leave. Personal leave is defined as any event requiring a member's immediate attention. Personal leave shall not be used as a proxy for vacation leave or sick leave. Personal leave shall only be taken in the calendar year in which it is credited and, if not taken, such time shall be deemed waived and lost. Personal leave may be taken in one-hour increments. No employee shall be entitled to personal leave until the employee has completed six (6) months of satisfactory service. Under no circumstances shall such time be compensated in cash upon separating from City service, retirement, transfer to another bargaining unit, or any other reason.

On January 1st of each year, each part-time unit member shall, in addition to all other compensatory time, accrue personal leave based on hours compensated in the prior calendar year not to exceed 40 hours in a calendar year. All other terms and conditions as provided for full-time employees are applicable.

ARTICLE 7.0 TIME OFF

ARTICLE 7.1 JURY SERVICE

Any employee duly summoned to attend any court of competent jurisdiction for the purpose of performing jury service shall, for those days during which jury service is actually performed and for those days necessary to qualify for jury service, receive his/her regular salary. The absence of the employee for the purpose of performing jury service shall be deemed to be an authorized absence with pay within the meaning of LAAC Section 4.75.

During the time the employee is actually reporting for jury service, the head of the department, office, or bureau, or his/her designee will convert the employee's usual shift to a regular five-day, Monday through Friday day shift. However, employees may choose to remain on an alternative work schedule (9/80, 4/10, or 3/12) or on an off-watch schedule during jury service with the understanding that jury service on a regularly scheduled day off (RDO) will not be compensated. Employees must report for work on any day of his/her converted shift that he/she is not required by the court to perform jury service.

Compensation for mileage paid by the courts for jury service shall be retained by the employee.

Employees performing jury service on a designated City holiday shall be compensated for the designated City holiday; additional time off for that holiday shall not be provided.

ARTICLE 7.2 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 7.3 EMPLOYMENT OPPORTUNITIES

A. The Personnel Department will provide to the Union copies of all job bulletins. Tentative examination bulletins approved by the Personnel Department will be provided to the Union seven (7) calendar days prior to the date of the public posting of the final bulletin for the examination.

B. Employees shall be granted reasonable time off with pay for the purpose of taking oral promotional examinations when such examinations are given by the City and scheduled during the employee's normal working period; provided, however, that

each employee entitled to such time off with pay shall give reasonable advance notice to his/her supervisor. Such time off with pay shall include travel time.

C. Management agrees that any employee covered by this MOU who may be assigned to work on a day that a written promotional examination is administered by the Personnel Department, and for which an employee has applied, shall be given priority in the scheduling of days off for that day.

ARTICLE 7.4 BEREAVEMENT LEAVE

Management's present practices with regard to allowances for leave because of family deaths will be continued during the term of this MOU. Such practices of allowances for leave because of family deaths shall be in accordance with Section 4.127.1(a) – (d) of the LAAC which provides for a maximum of three working days for each occurrence of a death in the employee's immediate family.

For the purpose of this Article, the definition of an immediate family member, as defined in Section 4.127.1 of the LAAC, shall include the father, father-in-law, mother, mother-in-law, brother, sister, spouse, child, grandparents, grandchildren, step-parents, step-children, great-grandparents, great-grandchildren, foster parents, foster children, a domestic partner, any relative who resided in the employee's household, a household member (any person residing in the immediate household of the employee at the time of death), and the following relatives of an employee's domestic partner: child, grandchild, mother, father. For purposes of this Article, simultaneous, multiple family deaths will be considered as one occurrence. Any employee claiming a domestic partner for purposes of this Article shall have an approved City Affidavit of Domestic Partnership form or a registered State of California Declaration of Domestic Partnership form on file in the Employee Benefits Office, Personnel Department, which identifies that individual as the employee's domestic partner.

In addition to the bereavement leave granted under this Article, any employee who has accrued unused sick leave, vacation, personal leave, or compensatory time off, shall be allowed to use such leave, or unpaid leave, not to exceed two working days per occurrence for the purpose of bereavement leave. Use of sick leave hours for bereavement leave shall not be counted as sick leave in any department Sick Leave Use Monitoring Program.

Members of this Unit shall be entitled to use the bereavement leave granted under this Article (or the sick leave used for purposes of bereavement leave as described in this Article), up until 370 calendar days from the date of the death of the qualifying immediate family member. Bereavement leave days not used prior to 370 calendar days from the date of said death shall be deemed waived and lost.

ARTICLE 7.5 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 6.11, Vacation.

ARTICLE 8.0 RETIREMENT

ARTICLE 8.1 RETIREMENT BENEFITS

A. Benefits

1. Effective July 1, 2011, for all Tier I employees regardless of their date of hire, the Tier I retirement formula and a flat-rated employee retirement contribution of seven percent (7%) was implemented and shall be continued. The employee retirement contribution rate shall return to six percent (6%) in accordance with the Early Retirement Incentive Program (ERIP) agreement dated October 26, 2009, LAAC Section 4.1033, which provides that this seven percent (7%) employee retirement contribution will continue until June 30, 2026 or until the ERIP cost obligation is fully paid, whichever comes first.

2. For employees hired on or after the date of adoption of the Ordinance implementing LACERS Tier 3, the retirement formula for LACERS Tier 3 and a flat-rated employee retirement contribution of seven percent (7%) shall be continued during the term of the MOU.

B. Retiree Health Benefits

1. There is currently in effect a retiree health benefit program for retired members of LACERS under LAAC Division 4, Chapter 11. All covered employees who are members of LACERS, regardless of retirement tier,

shall contribute to LACERS four percent (4%) of their pre-tax compensation earnable toward vested retiree health benefits as provided by this program. The retiree health benefit available under this program is a vested benefit for all covered employees who make this contribution, including employees enrolled in LACERS Tier 3.

2. With regard to LACERS Tier 1, as provided by LAAC Section 4.1111, the monthly Maximum Medical Plan Premium Subsidy, which represents the Kaiser 2-party non-Medicare Part A and Part B premium, is vested for all members who made the additional contributions authorized by LAAC Section 4.1003(c).

3. Additionally, with regard to Tier 1 members who made the additional contribution authorized by LAAC Section 4.1003(c), the maximum amount of the annual increase authorized in LAAC Section 4.1111(b) is a vested benefit that shall be granted by the LACERS Board.

4. With regard to LACERS Tier 3, the Implementing Ordinance shall provide that all Tier 3 members shall contribute to LACERS four percent (4%) of their pre-tax compensation earnable toward vested retiree health benefits, and shall amend LAAC Division 4, Chapter 11 to provide the same vested benefits to all Tier 3 members as currently are provided to Tier 1 members who make the same four percent (4%) contribution to LACERS under the retiree health benefit program.

5. The entitlement to retiree health benefits under this provision shall be subject to the rules under LAAC Division 4, Chapter 11 in effect as of the effective date of this provision, and the rules placed into LAAC Division 4, Chapters 10 and 11, with regard to Tier 3, by the Implementing Ordinance.

6. As further provided herein, the amount of employee contributions is subject to bargaining in future MOU negotiations.

7. The vesting schedule for the Maximum Medical Plan Premium Subsidy for employees enrolled in LACERS Tier 1 and LACERS Tier 3 shall be the same.

8. Employees whose Health Service Credit, as defined in LAAC Division 4, Chapter 11, is based on periods of part-time and less than full-time employment, shall receive full, rather than prorated, Health Service Credit for periods of service. The monthly retiree medical subsidy amount to which these employees are entitled shall be prorated based on the extent to which their service credit is prorated due to their less than full time status.

C. Procedure for Benefits Modifications

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

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

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

ARTICLE 9.0 MISCELLANEOUS

ARTICLE 9.1 DEFINITION OF EMERGENCY

For the purpose of administering the provisions of this MOU, an emergency shall be defined as an occurrence, situation, or condition which could not have been reasonably foreseen or anticipated.

ARTICLE 9.2 LABOR-MANAGEMENT COOPERATION

The parties agree that Joint Labor Management Committees (JLMC) may be useful in resolving operational needs, the ability to meet the service mandates of the city and other issues which may benefit from joint efforts to resolve economic, service or other issues. Such issues should be presented by the Union or Management to the appropriate Union/Departments for review and discussion to determine if the issue can be resolved or if a JLMC should be established to address and/or resolve the issue in compliance with Charter Section 234.

ARTICLE 9.3 COMMUTE AND 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 Service Employees International Union Local 721. All Citywide parking and transportation policies promulgated by either the Commute-Options & 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.

Parking Spending and Transit Spending Pre-tax Accounts

The City allows all employees to set aside money pre-tax to pay for either parking expenses or commute related expenses on public transit. These monies are set aside from the employee's paycheck similar to the Dependent Care pre-tax account. For more information see the City personnel website at http://per.lacity.org/commuter.htm and follow the links for each pre-tax account.

ARTICLE 9.4 STATE REGISTRATION EXAMINATIONS

An employee may take time off with pay for the purpose of taking examinations for State registration as a Professional Engineer as governed by the Board of Professional Engineers, Land Surveyors and Geologists. Additionally, an employee may take time off with pay for the purpose of taking examinations for State Registration for an Environmental Health Specialist, or a licensed Architect, or for State certification as a Water or Waste Water Treatment Plant Operator. 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. Upon demonstrated passage of the examination, the employee will be reimbursed by the city for cost of the examination, and associated fees, including but not limited to: application, registration, fingerprinting, and sitting fees.

ARTICLE 9.5 REIMBURSEMENT FOR STATE REGISTRATION

Any employee in this Unit 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, and fingerprinting if required, upon presentation by the employee of a paid receipt for such cost.

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.

Any employee in the following classifications and pay grades who is required to be certified as a Qualified Stormwater Pollution Prevention Plan Developer/Practitioner (QSD/QSP) or Leadership in Energy and Environmental Design (LEED) professional, or Envision Sustainability Professional, and uses such certification, as part of their regular job duties shall be reimbursed by the City for the cost of that certification upon presentation of a paid receipt from a Department-approved certifying organization.

Class Code	Class Title
7925	Architect
7237	Civil Engineer
7255	Engineering Geologist
7929-1, -2	Landscape Architect I, II

ARTICLE 10.0 UNION RELEASE TIME

ARTICLE 10.1 UNION RELEASE TIME

The appointing authority may grant to elected officers or appointed representatives of the Union time off for employee organization representation activities. Release time under this Article shall be allowed for no more than one (1) employee in a department or Public Works Bureau, with a total of eleven (11) employees for all bargaining units (4, 8, 14, 15, 17, 18, 36, 63 and 64).

A. The Union shall submit a written request for release of an employee to that employee's Department Management, which shall include a list of all employees currently on release time for these Units. Such request shall be submitted at least 21 calendar days prior to the effective release date, specifying the starting and ending dates of release. The Union shall provide a copy of said request to the CAO. The employee shall fill out any necessary paperwork required by Management for his/her release.

B. Whenever operationally feasible, the Department shall grant the time off request. When it is not possible to immediately grant the request, the Department shall provide an explanation in writing and specify a date when the employee can be released.

C. Release time shall be granted for a maximum of one year in any three-year period unless additional release time is approved by the CAO and the affected departments.

D. Employees shall be paid the employee’s current salary by the City while the employee is performing these duties for the Union.

E. 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.

F. The Union shall reimburse the City for all salary and benefits costs incurred as a result of release time, including but not limited to, vacation, sick leave, compensated time off, retirement, short-term disability, life insurance, medical, dental and workers’ compensation. The benefits cost shall be based on the benefits rates established by the CAO as contained in the City Budget in effect during the period of release time, and the cost of other benefits approved by the JLMBC that become effective during this period.

G. Payment of any overtime worked while on release time shall be the responsibility of the Union.

H. The CAO shall bill the Union and Union shall make payments to the CAO of all reimbursable costs identified in Section F above.

I. An employee on release time shall submit weekly timesheets signed by the employee and the Union (General Manager or his/her designee) to their respective Personnel Director specifying the number of hours worked and use of any sick leave, vacation time or compensated time off.

J. Should an employee incur a work-related injury while on release time, he/she shall remain on release time with the Union during the period of injury-on-duty (IOD), or until the release time has ended, and shall continue to be counted in determining the eleven (11) employee maximum, as provided for above. The Union will reimburse the City for all IOD and Workers' Compensation related costs.

K. When the employee returns from release time, he/she shall return to his/her civil service classification and pay grade at the time of release.

L. The employee must have passed probation in his/her current class to be eligible for release time.

M. The Union shall indemnify, defend and hold the City and its officers and employees harmless against any and all claims, suits, demands or other forms of liability that might arise out of or result from any action taken by an employee in the service of the Union.

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

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

FOR THE UNION:

David Sanders
Regional Director, SEIU Local 721

11/29/22
Date

Christina Jones
Bargaining Team, MOU 17

Kristin Eldridge
Chief Negotiator, SEIU Local 721

FOR THE CITY:

Matthew W. Szabo
City Administrative Officer

12/2/2022
Date

Approved as to Form and Legality:

Office of the City Attorney

December 2, 2022
Date

MOU 17

Appendix A

Operative on January 1, 2023

			ANNUAL COMPENSATION				
			STARTING			MAXIMUM	
CLASS CODE	TITLE	RANGE	STEP	SALARY		STEP	SALARY
7925-0	Architect	4734	2	$ 101,560	--	12	$ 148,498
7925-B	Architect/PMI	5154	12	$ 161,632	--	12	$ 161,632
7925-C	Architect/PMII	5965	12	$ 187,105	--	12	$ 187,105
7925-D	Architect/PMIII	6819	12	$ 213,852	--	12	$ 213,852
7560-1	Automotive Engineer I	4734	2	$ 101,560	--	12	$ 148,498
7560-2	Automotive Engineer II	5567	2	$ 119,433	--	12	$ 174,619
7561-1	Buidling Mechanic Engineer I	5008	2	$ 107,448	--	12	$ 157,080
7561-B	Buidling Mechanic Engineer I/PMI	5154	12	$ 161,632	--	12	$ 161,632
7561-2	Buidling Mechanic Engineer II	5567	2	$ 119,433	--	12	$ 174,619
7561-C	Buidling Mechanic Engineer II/PMII	5965	12	$ 187,105	--	12	$ 187,105
7561-D	Buidling Mechanic Engineer III/PMIII	6819	12	$ 213,852	--	12	$ 213,852
7244-1	Building Civil Engineer I	5008	2	$ 107,448	--	12	$ 157,080
7244-B	Building Civil Engineer I/PMI	5154	12	$ 161,632	--	12	$ 161,632
7244-2	Building Civil Engineer II	5567	2	$ 119,433	--	12	$ 174,619
7244-C	Building Civil Engineer II/PMII	5965	12	$ 187,105	--	12	$ 187,105
7244-D	Building Civil Engineer III/PMIII	6819	12	$ 213,852	--	12	$ 213,852
7543-1	Building Electrical Engineer I	5008	2	$ 107,448	--	12	$ 157,080
7543-B	Building Electrical Engineer I/PMI	5154	12	$ 161,632	--	12	$ 161,632
7543-2	Building Electrical Engineer II	5567	2	$ 119,433	--	12	$ 174,619
7543-C	Building Electrical Engineer II/PMII	5965	12	$ 187,105	--	12	$ 187,105
7543-D	Building Electrical Engineer III/PMIII	6819	12	$ 213,852	--	12	$ 213,852
2237-1	Chief Forensic Chemist I	5618	2	$ 120,519	--	12	$ 176,227
2237-2	Chief Forensic Chemist II	6358	2	$ 136,409	--	12	$ 199,404
7237-0	Civil Engineer	4734	2	$ 101,560	--	12	$ 148,498
7237-A	Civil Engineer - Airport	5146	2	$ 110,413	--	12	$ 161,423
7237-B	Civil Engineer/PMI	5154	12	$ 161,632	--	12	$ 161,632
7237-C	Civil Engineer/PMII	5965	12	$ 187,105	--	12	$ 187,105
7237-D	Civil Engineer/PMIII	6819	12	$ 213,852	--	12	$ 213,852
2319-0	Clinical Coordinator	3708	2	$ 79,552	--	12	$ 116,280
7610-0	Communications Engineer	4734	2	$ 101,560	--	12	$ 148,498
7243-0	Control Systems Engineer	4734	2	$ 101,560	--	12	$ 148,498
7243-B	Control Systems Engineer/PMI	5154	12	$ 161,632	--	12	$ 161,632
7243-C	Control Systems Engineer/PMII	5965	12	$ 187,105	--	12	$ 187,105
7243-D	Control Systems Engineer/PMIII	6819	12	$ 213,852	--	12	$ 213,852
7539-0	Electrical Engineer	4734	2	$ 101,560	--	12	$ 148,498
7539-B	Electrical Engineer/PMI	5154	12	$ 161,632	--	12	$ 161,632

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CLASS CODE	TITLE	RANGE	ANNUAL COMPENSATION					
			STARTING			MAXIMUM		
			STEP	SALARY		STEP	SALARY	
7539-C	Electrical Engineer/PMII	5965	12	$ 187,105	--	12	$ 187,105	
7539-D	Electrical Engineer/PMIII	6819	12	$ 213,852	--	12	$ 213,852	
7255-1	Engineer Geologist I	5008	2	$ 107,448	--	12	$ 157,080	
7255-B	Engineer Geologist I/PMI	5154	12	$ 161,632	--	12	$ 161,632	
7255-2	Engineer Geologist II	5443	2	$ 116,781	--	12	$ 170,694	
7255-C	Engineer Geologist II/PMII	5965	12	$ 187,105	--	12	$ 187,105	
7255-3	Engineer Geologist III	5887	2	$ 126,303	--	12	$ 184,683	
7255-D	Engineer Geologist III/PMIII	6819	12	$ 213,852	--	12	$ 213,852	
7320-0	Environmental Affairs Officer	5371	2	$ 115,236	--	12	$ 168,459	
7320-C	Environmental Affairs Officer/PMII	5965	12	$ 187,105	--	12	$ 187,105	
7320-D	Environmental Affairs Officer/PMIII	6819	12	$ 213,852	--	12	$ 213,852	
7872-0	Environmental Engineer	4734	2	$ 101,560	--	12	$ 148,498	
7872-B	Environmental Engineer/PMI	5154	12	$ 161,632	--	12	$ 161,632	
7872-C	Environmental Engineer/PMII	5965	12	$ 187,105	--	12	$ 187,105	
7872-D	Environmental Engineer/PMIII	6819	12	$ 213,852	--	12	$ 213,852	
7304-1	Environmental Supervisor I	4356	2	$ 93,458	--	12	$ 136,638	
7304-2	Environmental Supervisor II	4734	2	$ 101,560	--	12	$ 148,498	
7239-1	Geotechnical Engineer I	5008	2	$ 107,448	--	12	$ 157,080	
7239-B	Geotechnical Engineer I/PMI	5154	12	$ 161,632	--	12	$ 161,632	
7239-2	Geotechnical Engineer II	5443	2	$ 116,781	--	12	$ 170,694	
7239-C	Geotechnical Engineer II/PMII	5965	12	$ 187,105	--	12	$ 187,105	
7239-3	Geotechnical Engineer III	5887	2	$ 126,303	--	12	$ 184,683	
7239-D	Geotechnical Engineer III/PMIII	6819	12	$ 213,852	--	12	$ 213,852	
2330-0	Industrial Hygienist	4536	2	$ 97,321	--	12	$ 142,276	
7929-1	Landscape Architect I	4734	2	$ 101,560	--	12	$ 148,498	
7929-B	Landscape Architect I/PMI	5154	12	$ 161,632	--	12	$ 161,632	
7929-2	Landscape Architect II	5008	2	$ 107,448	--	12	$ 157,080	
7929-C	Landscape Architect II/PMII	5965	12	$ 187,105	--	12	$ 187,105	
7929-D	Landscape Architect III/PMIII	6819	12	$ 213,852	--	12	$ 213,852	
9435-1	Marine Environmentalist I	4734	2	$ 101,560	--	12	$ 148,498	
9435-2	Marine Environmentalist II	5008	2	$ 107,448	--	12	$ 157,080	
9433-0	Marine Envrnmtl Supvr	4734	2	$ 101,560	--	12	$ 148,498	
7973-1	Materials Testing Engineer I	4734	2	$ 101,560	--	12	$ 148,498	
7973-B	Materials Testing Engineer I/PMI	5154	12	$ 161,632	--	12	$ 161,632	
7973-2	Materials Testing Engineer II	5567	2	$ 119,433	--	12	$ 174,619	
7973-C	Materials Testing Engineer II/PMII	5965	12	$ 187,105	--	12	$ 187,105	

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			ANNUAL COMPENSATION					
			STARTING			MAXIMUM		
CLASS CODE	TITLE	RANGE	STEP	SALARY		STEP	SALARY	
7973-D	Materials Testing Engineer III/PMIII	6819	12	$ 213,852	--	12	$	213,852
2316-0	Nurse Manager	5013	2	$ 107,552	--	12	$	157,268
7927-0	Senior Architect	5567	2	$ 119,433	--	12	$	174,619
7927-B	Senior Architect/PMI	5154	12	$ 161,632	--	12	$	161,632
7927-C	Senior Architect/PMII	5965	12	$ 187,105	--	12	$	187,105
7927-D	Senior Architect/PMIII	6819	12	$ 213,852	--	12	$	213,852
7830-0	Senior Chemist	4356	2	$ 93,458	--	12	$	136,638
9485-0	Senior Civil Engineer	5567	2	$ 119,433	--	12	$	174,619
9485-C	Senior Civil Engineer/PMII	5965	12	$ 187,105	--	12	$	187,105
9485-D	Senior Civil Engineer/PMIII	6819	12	$ 213,852	--	12	$	213,852
7614-0	Senior Communnications Engineer	5567	2	$ 119,433	--	12	$	174,619
7614-C	Senior Communnications Engineer/PMII	5965	12	$ 187,105	--	12	$	187,105
7614-D	Senior Communnications Engineer/PMIII	6819	12	$ 213,852	--	12	$	213,852
7289-0	Senior Construction Engineer	5567	2	$ 119,433	--	12	$	174,619
7289-C	Senior Construction Engineer/PMII	5965	12	$ 187,105	--	12	$	187,105
7289-D	Senior Construction Engineer/PMIII	6819	12	$ 213,852	--	12	$	213,852
7874-0	Senior Environmental Engineer	5567	2	$ 119,433	--	12	$	174,619
7874-C	Senior Environmental Engineer/PMII	5965	12	$ 187,105	--	12	$	187,105
7874-D	Senior Environmental Engineer/PMIII	6819	12	$ 213,852	--	12	$	213,852
2331-0	Senior Industrial Hygienist	5055	2	$ 108,450	--	12	$	158,562
9536-0	Senior Street Lighting Engineer	5567	2	$ 119,433	--	12	$	174,619
9536-C	Senior Street Lighting Engineer/PMII	5965	12	$ 187,105	--	12	$	187,105
9536-D	Senior Street Lighting Engineer/PMIII	6819	12	$ 213,852	--	12	$	213,852
9425-0	Senior Structural Engineer	5887	2	$ 126,303	--	12	$	184,683
9425-C	Senior Structural Engineer/PMII	5965	12	$ 187,105	--	12	$	187,105
9425-D	Senior Structural Engineer/PMIII	6819	12	$ 213,852	--	12	$	213,852
9262-0	Senior Transportation Engineer	5567	2	$ 119,433	--	12	$	174,619
9262-C	Senior Transportation Engineer/PMII	5965	12	$ 187,105	--	12	$	187,105
9262-D	Senior Transportation Engineer/PMIII	6819	12	$ 213,852	--	12	$	213,852
7859-0	Senior Water Biologist	4356	2	$ 93,458	--	12	$	136,638
7861-0	Senior Water Microbiologist	4356	2	$ 93,458	--	12	$	136,638
7242-1	Shift Superintendent Wastewater Treatment I	4924	8	$ 138,580	--	12	$	154,449
7242-2	Shift Superintendent Wastewater Treatment II	5196	8	$ 146,222	--	12	$	162,989
7537-0	Street LightingEngineer	4734	2	$ 101,560	--	12	$	148,498
7537-B	Street LightingEngineer/PMI	5154	12	$ 161,632	--	12	$	161,632
7537-C	Street LightingEngineer/PMII	5965	12	$ 187,105	--	12	$	187,105

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			ANNUAL COMPENSATION					
			STARTING			MAXIMUM		
CLASS CODE	TITLE	RANGE	STEP	SALARY		STEP	SALARY	
7537-D	Street LightingEngineer/PMIII	6819	12	$ 213,852	--	12	$	213,852
7956-0	Structural Engineer	5008	2	$ 107,448	--	12	$	157,080
7956-B	Structural Engineer/PMI	5154	12	$ 161,632	--	12	$	161,632
7956-C	Structural Engineer/PMII	5965	12	$ 187,105	--	12	$	187,105
7956-D	Structural Engineer/PMIII	6819	12	$ 213,852	--	12	$	213,852
2315-0	Supervising Occupational Health Nurse	3343	2	$ 71,722	--	12	$	104,838
2235-0	Supvsg Criminalist	5154	2	$ 110,580	--	12	$	161,632
7278-0	Transportation Engineer	4734	2	$ 101,560	--	12	$	148,498
7278-B	Transportation Engineer/PMI	5154	12	$ 161,632	--	12	$	161,632
7278-C	Transportation Engineer/PMII	5965	12	$ 187,105	--	12	$	187,105
7278-D	Transportation Engineer/PMIII	6819	12	$ 213,852	--	12	$	213,852

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Range		1	2	3	4	5	6	7	8	9	10	11	12
3343	HR	$ 33.43	$ 34.35	$ 35.29	$ 36.26	$ 38.28	$ 40.42	$ 42.67	$ 45.06	$ 46.29	$ 47.56	$ 48.87	$ 50.21
	BW	$ 2,674.40	$ 2,748.00	$ 2,823.20	$ 2,900.80	$ 3,062.40	$ 3,233.60	$ 3,413.60	$ 3,604.80	$ 3,703.20	$ 3,804.80	$ 3,909.60	$ 4,016.80
	YR	$ 69,801	$ 71,722	$ 73,685	$ 75,710	$ 79,928	$ 84,396	$ 89,094	$ 94,085	$ 96,653	$ 99,305	$ 102,040	$ 104,838
3708	HR	$ 37.08	$ 38.10	$ 39.15	$ 40.23	$ 42.47	$ 44.83	$ 47.33	$ 49.97	$ 51.34	$ 52.75	$ 54.20	$ 55.69
	BW	$ 2,966.40	$ 3,048.00	$ 3,132.00	$ 3,218.40	$ 3,397.60	$ 3,586.40	$ 3,786.40	$ 3,997.60	$ 4,107.20	$ 4,220.00	$ 4,336.00	$ 4,455.20
	YR	$ 77,423	$ 79,552	$ 81,745	$ 84,000	$ 88,677	$ 93,605	$ 98,825	$ 104,337	$ 107,197	$ 110,142	$ 113,169	$ 116,280
4356	HR	$ 43.56	$ 44.76	$ 45.99	$ 47.25	$ 49.89	$ 52.67	$ 55.61	$ 58.71	$ 60.33	$ 61.99	$ 63.69	$ 65.44
	BW	$ 3,484.80	$ 3,580.80	$ 3,679.20	$ 3,780.00	$ 3,991.20	$ 4,213.60	$ 4,448.80	$ 4,696.80	$ 4,826.40	$ 4,959.20	$ 5,095.20	$ 5,235.20
	YR	$ 90,953	$ 93,458	$ 96,027	$ 98,658	$ 104,170	$ 109,974	$ 116,113	$ 122,586	$ 125,969	$ 129,435	$ 132,984	$ 136,638
4536	HR	$ 45.36	$ 46.61	$ 47.89	$ 49.21	$ 51.95	$ 54.85	$ 57.91	$ 61.14	$ 62.82	$ 64.55	$ 66.32	$ 68.14
	BW	$ 3,628.80	$ 3,728.80	$ 3,831.20	$ 3,936.80	$ 4,156.00	$ 4,388.00	$ 4,632.80	$ 4,891.20	$ 5,025.60	$ 5,164.00	$ 5,305.60	$ 5,451.20
	YR	$ 94,711	$ 97,321	$ 99,994	$ 102,750	$ 108,471	$ 114,526	$ 120,916	$ 127,660	$ 131,168	$ 134,780	$ 138,476	$ 142,276
4734	HR	$ 47.34	$ 48.64	$ 49.98	$ 51.35	$ 54.22	$ 57.24	$ 60.44	$ 63.81	$ 65.56	$ 67.36	$ 69.22	$ 71.12
	BW	$ 3,787.20	$ 3,891.20	$ 3,998.40	$ 4,108.00	$ 4,337.60	$ 4,579.20	$ 4,835.20	$ 5,104.80	$ 5,244.80	$ 5,388.80	$ 5,537.60	$ 5,689.60
	YR	$ 98,845	$ 101,560	$ 104,358	$ 107,218	$ 113,211	$ 119,517	$ 126,198	$ 133,235	$ 136,889	$ 140,647	$ 144,531	$ 148,498
4924	HR	$ 49.24	$ 50.59	$ 51.99	$ 53.42	$ 56.40	$ 59.54	$ 62.86	$ 66.37	$ 68.19	$ 70.07	$ 71.99	$ 73.97
	BW	$ 3,939.20	$ 4,047.20	$ 4,159.20	$ 4,273.60	$ 4,512.00	$ 4,763.20	$ 5,028.80	$ 5,309.60	$ 5,455.20	$ 5,605.60	$ 5,759.20	$ 5,917.60
	YR	$ 102,813	$ 105,631	$ 108,555	$ 111,540	$ 117,763	$ 124,319	$ 131,251	$ 138,580	$ 142,380	$ 146,306	$ 150,315	$ 154,449
5008	HR	$ 50.08	$ 51.46	$ 52.87	$ 54.32	$ 57.36	$ 60.55	$ 63.93	$ 67.50	$ 69.35	$ 71.26	$ 73.22	$ 75.23
	BW	$ 4,006.40	$ 4,116.80	$ 4,229.60	$ 4,345.60	$ 4,588.80	$ 4,844.00	$ 5,114.40	$ 5,400.00	$ 5,548.00	$ 5,700.80	$ 5,857.60	$ 6,018.40
	YR	$ 104,567	$ 107,448	$ 110,392	$ 113,420	$ 119,767	$ 126,428	$ 133,485	$ 140,940	$ 144,802	$ 148,790	$ 152,883	$ 157,080
5013	HR	$ 50.13	$ 51.51	$ 52.93	$ 54.39	$ 57.42	$ 60.62	$ 64.00	$ 67.57	$ 69.43	$ 71.34	$ 73.30	$ 75.32
	BW	$ 4,010.40	$ 4,120.80	$ 4,234.40	$ 4,351.20	$ 4,593.60	$ 4,849.60	$ 5,120.00	$ 5,405.60	$ 5,554.40	$ 5,707.20	$ 5,864.00	$ 6,025.60
	YR	$ 104,671	$ 107,552	$ 110,517	$ 113,566	$ 119,892	$ 126,574	$ 133,632	$ 141,086	$ 144,969	$ 148,957	$ 153,050	$ 157,268
5055	HR	$ 50.55	$ 51.94	$ 53.37	$ 54.84	$ 57.90	$ 61.13	$ 64.54	$ 68.13	$ 70.01	$ 71.94	$ 73.91	$ 75.94
	BW	$ 4,044.00	$ 4,155.20	$ 4,269.60	$ 4,387.20	$ 4,632.00	$ 4,890.40	$ 5,163.20	$ 5,450.40	$ 5,600.80	$ 5,755.20	$ 5,912.80	$ 6,075.20
	YR	$ 105,548	$ 108,450	$ 111,436	$ 114,505	$ 120,895	$ 127,639	$ 134,759	$ 142,255	$ 146,180	$ 150,210	$ 154,324	$ 158,562
5125	HR	$ 51.25	$ 52.66	$ 54.11	$ 55.60	$ 58.70	$ 61.98	$ 65.43	$ 69.08	$ 70.98	$ 72.93	$ 74.94	$ 77.00
	BW	$ 4,100.00	$ 4,212.80	$ 4,328.80	$ 4,448.00	$ 4,696.00	$ 4,958.40	$ 5,234.40	$ 5,526.40	$ 5,678.40	$ 5,834.40	$ 5,995.20	$ 6,160.00
	YR	$ 107,010	$ 109,954	$ 112,981	$ 116,092	$ 122,565	$ 129,414	$ 136,617	$ 144,239	$ 148,206	$ 152,277	$ 156,474	$ 160,776
5146	HR	$ 51.46	$ 52.88	$ 54.33	$ 55.82	$ 58.94	$ 62.23	$ 65.70	$ 69.37	$ 71.27	$ 73.23	$ 75.24	$ 77.31
	BW	$ 4,116.80	$ 4,230.40	$ 4,346.40	$ 4,465.60	$ 4,715.20	$ 4,978.40	$ 5,256.00	$ 5,549.60	$ 5,701.60	$ 5,858.40	$ 6,019.20	$ 6,184.80
	YR	$ 107,448	$ 110,413	$ 113,441	$ 116,552	$ 123,066	$ 129,936	$ 137,181	$ 144,844	$ 148,811	$ 152,904	$ 157,101	$ 161,423
5154	HR	$ 51.54	$ 52.96	$ 54.41	$ 55.91	$ 59.02	$ 62.31	$ 65.78	$ 69.45	$ 71.36	$ 73.32	$ 75.34	$ 77.41
	BW	$ 4,123.20	$ 4,236.80	$ 4,352.80	$ 4,472.80	$ 4,721.60	$ 4,984.80	$ 5,262.40	$ 5,556.00	$ 5,708.80	$ 5,865.60	$ 6,027.20	$ 6,192.80
	YR	$ 107,615	$ 110,580	$ 113,608	$ 116,740	$ 123,233	$ 130,103	$ 137,348	$ 145,011	$ 148,999	$ 153,092	$ 157,309	$ 161,632

MOU 17

Appendix A

Operative on January 1, 2023

Range		1	2	3	4	5	6	7	8	9	10	11	12
5196	HR	$ 51.96	$ 53.39	$ 54.86	$ 56.37	$ 59.51	$ 62.83	$ 66.34	$ 70.03	$ 71.96	$ 73.94	$ 75.97	$ 78.06
	BW	$ 4,156.80	$ 4,271.20	$ 4,388.80	$ 4,509.60	$ 4,760.80	$ 5,026.40	$ 5,307.20	$ 5,602.40	$ 5,756.80	$ 5,915.20	$ 6,077.60	$ 6,244.80
	YR	$ 108,492	$ 111,478	$ 114,547	$ 117,700	$ 124,256	$ 131,189	$ 138,517	$ 146,222	$ 150,252	$ 154,386	$ 158,625	$ 162,989
5371	HR	$ 53.71	$ 55.19	$ 56.70	$ 58.26	$ 61.51	$ 64.94	$ 68.55	$ 72.38	$ 74.37	$ 76.42	$ 78.52	$ 80.68
	BW	$ 4,296.80	$ 4,415.20	$ 4,536.00	$ 4,660.80	$ 4,920.80	$ 5,195.20	$ 5,484.00	$ 5,790.40	$ 5,949.60	$ 6,113.60	$ 6,281.60	$ 6,454.40
	YR	$ 112,146	$ 115,236	$ 118,389	$ 121,646	$ 128,432	$ 135,594	$ 143,132	$ 151,129	$ 155,284	$ 159,564	$ 163,949	$ 168,459
5443	HR	$ 54.43	$ 55.93	$ 57.46	$ 59.04	$ 62.33	$ 65.80	$ 69.47	$ 73.34	$ 75.36	$ 77.43	$ 79.56	$ 81.75
	BW	$ 4,354.40	$ 4,474.40	$ 4,596.80	$ 4,723.20	$ 4,986.40	$ 5,264.00	$ 5,557.60	$ 5,867.20	$ 6,028.80	$ 6,194.40	$ 6,364.80	$ 6,540.00
	YR	$ 113,649	$ 116,781	$ 119,976	$ 123,275	$ 130,145	$ 137,390	$ 145,053	$ 153,133	$ 157,351	$ 161,673	$ 166,121	$ 170,694
5567	HR	$ 55.67	$ 57.20	$ 58.77	$ 60.39	$ 63.76	$ 67.31	$ 71.06	$ 75.03	$ 77.09	$ 79.21	$ 81.39	$ 83.63
	BW	$ 4,453.60	$ 4,576.00	$ 4,701.60	$ 4,831.20	$ 5,100.80	$ 5,384.80	$ 5,684.80	$ 6,002.40	$ 6,167.20	$ 6,336.80	$ 6,511.20	$ 6,690.40
	YR	$ 116,238	$ 119,433	$ 122,711	$ 126,094	$ 133,130	$ 140,543	$ 148,373	$ 156,662	$ 160,963	$ 165,390	$ 169,942	$ 174,619
5618	HR	$ 56.18	$ 57.72	$ 59.31	$ 60.94	$ 64.34	$ 67.93	$ 71.72	$ 75.72	$ 77.80	$ 79.94	$ 82.14	$ 84.40
	BW	$ 4,494.40	$ 4,617.60	$ 4,744.80	$ 4,875.20	$ 5,147.20	$ 5,434.40	$ 5,737.60	$ 6,057.60	$ 6,224.00	$ 6,395.20	$ 6,571.20	$ 6,752.00
	YR	$ 117,303	$ 120,519	$ 123,839	$ 127,242	$ 134,341	$ 141,837	$ 149,751	$ 158,103	$ 162,446	$ 166,914	$ 171,508	$ 176,227
5887	HR	$ 58.87	$ 60.49	$ 62.15	$ 63.86	$ 67.42	$ 71.19	$ 75.15	$ 79.34	$ 81.53	$ 83.77	$ 86.08	$ 88.45
	BW	$ 4,709.60	$ 4,839.20	$ 4,972.00	$ 5,108.80	$ 5,393.60	$ 5,695.20	$ 6,012.00	$ 6,347.20	$ 6,522.40	$ 6,701.60	$ 6,886.40	$ 7,076.00
	YR	$ 122,920	$ 126,303	$ 129,769	$ 133,339	$ 140,772	$ 148,644	$ 156,913	$ 165,661	$ 170,234	$ 174,911	$ 179,735	$ 184,683
5965	HR	$ 59.65	$ 61.29	$ 62.98	$ 64.71	$ 68.32	$ 72.13	$ 76.15	$ 80.39	$ 82.60	$ 84.87	$ 87.21	$ 89.61
	BW	$ 4,772.00	$ 4,903.20	$ 5,038.40	$ 5,176.80	$ 5,465.60	$ 5,770.40	$ 6,092.00	$ 6,431.20	$ 6,608.00	$ 6,789.60	$ 6,976.80	$ 7,168.80
	YR	$ 124,549	$ 127,973	$ 131,502	$ 135,114	$ 142,652	$ 150,607	$ 159,001	$ 167,854	$ 172,468	$ 177,208	$ 182,094	$ 187,105
6358	HR	$ 63.58	$ 65.33	$ 67.12	$ 68.97	$ 72.81	$ 76.87	$ 81.15	$ 85.67	$ 88.03	$ 90.45	$ 92.94	$ 95.50
	BW	$ 5,086.40	$ 5,226.40	$ 5,369.60	$ 5,517.60	$ 5,824.80	$ 6,149.60	$ 6,492.00	$ 6,853.60	$ 7,042.40	$ 7,236.00	$ 7,435.20	$ 7,640.00
	YR	$ 132,755	$ 136,409	$ 140,146	$ 144,009	$ 152,027	$ 160,504	$ 169,441	$ 178,878	$ 183,806	$ 188,859	$ 194,058	$ 199,404
6819	HR	$ 68.19	$ 70.07	$ 71.99	$ 73.97	$ 78.09	$ 82.45	$ 87.04	$ 91.89	$ 94.42	$ 97.02	$ 99.68	$ 102.42
	BW	$ 5,455.20	$ 5,605.60	$ 5,759.20	$ 5,917.60	$ 6,247.20	$ 6,596.00	$ 6,963.20	$ 7,351.20	$ 7,553.60	$ 7,761.60	$ 7,974.40	$ 8,193.60
	YR	$ 142,380	$ 146,306	$ 150,315	$ 154,449	$ 163,051	$ 172,155	$ 181,739	$ 191,866	$ 197,148	$ 202,577	$ 208,131	$ 213,852

APPENDIX G
SALARY NOTES

Note 1: Persons employed in the class of Supervising Criminalist, Code 2235, when assigned to the Police Department's Hazardous Chemical Team and all Industrial Hygienists, Code 2330, when assigned to the Fire Department's Certified Unified Program Agency (CUPA) Section and responds to unauthorized releases of hazardous material as part of an environment response to assist the Joint Hazard Assessment Team of Hazardous Materials Squad or equivalent thereof, will receive salary at the third premium level rate above the appropriate step rate for the position (Pensionable) Industrial Hygienist must be certified as Hazardous Material Specialist by California Specialized Training Institute (CSTI).

Note 2: One Marine Environmental Supervisor, Code 9433, when assigned by the Harbor Department to participate in diving activities, will receive six dollars ($6.00) per hour for eight (8) hours on those days actually spent diving. (Non-Pensionable)

Note 3: Persons employed in the class of Environmental Engineer, Code 7872, when required to maintain a State of California Level IV or Level V certification as a Wastewater 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. (Pensionable)

Note 4: Notwithstanding Section 4.62.2 of the LAAC, persons employed in the class of Shift Superintendent Wastewater Treatment I/II, Code 7242–1/2, shall be compensated at a salary amount which provides at least a 5.5 percent differential over the salary of the highest paid subordinate regularly supervised. (Pensionable)

Note 5: Persons employed in any classification covered by this MOU 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 and fifty cents ($1.50) per hour for such assignment. This additional compensation shall be non-pensionable as it is a daily time sheet bonus entry.

Note 6: One person employed by the Harbor Department in the position of Building Electrical Engineer I, Code 7543-1, when assigned to administer contracts for Container Crane Installation and Maintenance, shall be compensated at the second premium level rate above the appropriate step rate prescribed for this position. (Pensionable)

Note 7: Notwithstanding Section 4.62.2 of the LAAC, one person employed in the class of Civil Engineer, Code 7237, in the Bureau of Engineering, when regularly assigned to supervise a person in the class of Air Conditioning and Sheet Metal Technical Advisor, Code 3132, shall be compensated at a salary rate which provides a 5.5 percent differential above the salary rate for the subordinate. (Pensionable)

Note 8: Notwithstanding Section 4.62.2 of the Los Angeles Administrative Code, persons employed in the class of Supervising Criminalist, Code 2235, shall be compensated at a salary which provides at least a 5.5 percent differential over the highest paid civilian subordinate regularly supervised. (Pensionable)

Note 9: Compensation for employees occupying a position designated by the departmental appointing authority as a Project Manager I (B) performing engineering, architecture, or landscape architecture related duties shall be compensated on step 12 of the appropriate range, as listed in the Appendices. (Pensionable)

Note 10: Compensation for employees occupying a position designated by the departmental appointing authority as a Project Manager II (C) performing engineering, architecture, or landscape architecture related duties shall be compensated on step 12 of the appropriate range, as listed in the Appendices. (Pensionable)

Note 11: Compensation for employees occupying a position designated by the departmental appointing authority as a Project Manager III (D) performing engineering, architecture, or landscape architecture related duties shall be compensated on step 12 of the appropriate range, as listed in the Appendices. (Pensionable)

Note 12: One position of Nurse Manager, Code 2316, shall receive salary at the third premium level rate above the appropriate step rate of the salary range for the position when assigned to supervise both the Occupational Nursing and Correctional Care Nursing Sections. (Pensionable)

Note 13: A person employed as an Environmental Affairs Officer, Code 7320, or Environmental Supervisor I or II, Code 7304-1 or -2, or Industrial Hygienist, Code 2330, 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 seventy five dollars ($75.00) biweekly. (Pensionable)

Note 14: Employees in the class and pay grades of Shift Superintendent Wastewater Treatment I or II, Code 7242-1 or -2, who are designated by Management to the State of California Water Resources Control Board to perform the

duties, on a regularly assigned basis, of Chief Plant Operator at a wastewater treatment plant shall receive, when so assigned, salary at the second premium level rate above the appropriate step rate for the position. (Pensionable)

Note 15: One person employed in the class of Geotechnical Engineer III, Code 7239-3, or one Engineering Geologist III, Code 7155-3, when assigned to supervise the Geotechnical Engineering Group in the Department of Public Works, shall receive the salary at the rate of a Principal Civil Engineer. (Pensionable)

Note 16: The Federal Bureau of Investigation's (FBI) mandates that any forensic DNA lab, to be accredited, needs to have a DNA Technical Leader (DTL) assigned to that lab. Anyone assigned to be a DNA Technical Leader shall receive a two premium level pay differential over their salary rate. Anyone assigned as an Assistant DNA Technical Leader (ADTL) will receive one premium level pay differential over their salary rate. Any person designated as a DTL or ADTL must meet the FBI Quality Assurance Standards for Forensic DNA Testing Laboratories (effective July 1, 2009), and subsequent revisions as published by the FBI.

Only persons in the classifications of Criminalist II or III, Code 2234-2 or -3, or Supervising Criminalist, Code 2235, may be appointed as DTL or ADTLs.

The designation, re-designation, or revocation of the assignment of DTL or ADTL shall be within the sole discretion of the Police Department, may occur at any time and shall not be grievable provided the exercise of this right is not arbitrary, capricious or discriminatory. (Pensionable)

Note 17: Persons in any classification covered by this MOU in a position for which certification as an International Code Council (ICC) certified for Plans Examiner for Electrical, Mechanical or Building for Building Codes is not required, shall, while so certified, receive additional pensionable salary of two hundred dollars ($200) biweekly.

Note 18: A person employed as an Industrial Hygienist, Code 2330, in a position for which certification as an International Code Council (ICC) certified underground tank inspector by the California State Water Resources Control Board is not required, shall, while so certified, receive additional pensionable compensation of two hundred fifty dollars ($250.00) biweekly.

Note 19: A person employed as an Industrial Hygienist, Code 2330, in a position for which certification as an Aboveground Petroleum Storage Act (APSA) certified inspector to do aboveground storage tank inspection by the Office of the State Fire Marshall is not required, shall, while so certified, receive

additional pensionable compensation of two hundred fifty dollars ($250.00) biweekly.

Note 20: Effective January 20, 2019, the Public Works Bureau of Street Lighting may designate one person in the classification of Street Lighting Engineer, Code 7537, to be assigned the responsibility of defending the Bureau's position in liability claims and representing the bureau as necessary in depositions and court appearances. The qualified incumbent shall receive additional pensionable biweekly compensation of three hundred twenty dollars ($320.00) above the base compensation and any other bonuses the incumbent may be paid.

Note 21: Effective January 20, 2019, the Public Works Bureau of Street Lighting may designate one person in the classification of Street Lighting Engineer, Code 7537, to be assigned to lead the Copper Wire Theft task force which will work with the City Attorney's Office, LAPD, Bureau of Street Services Enforcement Division, City Council, Neighborhood Councils, as well as to educate and receive input from the public in controlling the loss to the City which the theft causes. The qualified incumbent shall receive additional pensionable biweekly compensation of three hundred twenty dollars ($320.00) above the base compensation and any other bonuses the incumbent may be paid.

Note 22: Effective January 20, 2019, The Public Works Bureau of Street Lighting may designate one person in the classification of Senior Street Lighting Engineer, Code 9536, who, when regularly assigned to the Executive Division as the lead Senior Street Lighting Engineer for representing the Director and/or Assistant Directors at higher level meetings with other Departments and outside entities as well as for addressing the most complex problems and programs within the Bureau. As the lead, this position shall provide guidance and expertise to the other Senior Engineers within the Bureau. The qualified incumbent shall receive additional pensionable biweekly compensation of four hundred dollars ($400.00) above the base compensation and any other bonuses the incumbent may be paid. If the Bureau acquires a Principal Street Lighting Engineer position during the term of this MOU, the bonus shall cease immediately once the position is filled.

Note 23: Effective March 3, 2019, employees in the classifications of Senior Structural Engineer, Code 9425, Building Civil Engineer I and II, Code 7244-1 and -2), and Structural Engineer, Code 7956, employed in the Los Angeles Department of Building and Safety (LADBS) who obtain a Certified Access Specialist (CASp) certification from the State of California, Division of State Architect, shall be entitled to a pensionable salary at the first premium level rate above the appropriate step rate for the position bonus in addition to all other compensation and bonuses.

LADBS will pay costs associated (including but not limited to: application fee, examination fee, certificate fee) with obtaining the CASp certification during this time period.

As an incentive, the first 35 individuals in the above classifications to obtain the CASp certification between March 3, 2019, and June 30, 2021, will be entitled to an additional pensionable salary at the first premium level rate above the appropriate step rate for the position during the term of this MOU. This additional biweekly incentive bonus will terminate as of June 30, 2021.

LETTER OF INTENT
BETWEEN THE COALITION OF LOS ANGELES CITY UNIONS
AND THE CITY OF LOS ANGELES

"CITY WORKER NEXT DOOR" PILOT PROGRAM

WHEREAS, the Parties recognize the increasing cost of purchasing homes within the Los Angeles City (City) limits; and,

WHEREAS, the Parties recognize the dual need for closing the homeownership affordability gap for City employees and encouraging City employees to live closer to their workplaces; and,

WHEREAS, the Parties recognize the need to involve various groups for a collaborative effort in exploring the feasibility of an Employer-sponsored and/or Joint Employer-Union sponsored mortgage benefit program;

THEREFORE, during the term of this MOU, the Parties agree to meet and discuss the feasibility of establishing an Employer-sponsored and/or Joint Employer-Union sponsored mortgage benefit program for City employees.

This Letter does not constitute or create, and shall not be deemed to constitute or create, any legally binding or enforceable obligation on the part of either party to establish the aforementioned program.

This Letter of Intent will expire one (1) year after the Parties' initial meeting.

LETTER OF AGREEMENT
BETWEEN THE COALITION OF LOS ANGELES CITY UNIONS
AND THE CITY OF LOS ANGELES

"CITY WORKER NEXT DOOR" PILOT PROGRAM

FOR THE COALITION:

Victor M. Gordo
LIUNA Local 777

6/21/2019
Date

David Sanders
SEIU Local 721

Chris Hannan, Council Representative
LA/OCBCTC

Gavin Koon, Business Representative
I.U.O.E. Local 501

Steve Koffroth
AFSCME District Council 36

Carlos Rubio
Teamsters Local 911

FOR THE CITY:

Richard H. Llewellyn, Jr.
City Administrative Officer

7/26/19
Date

Approved as to Form and Legality:

Office of the City Attorney

7/26/19
Date

`LETTER OF AGREEMENT

BETWEEN THE COALITION OF LOS AGNELES CITY UNIONS
AND THE CITY OF LOS ANGELES

HEALTH CARE

Whereas, the Coalition of Los Angeles City Unions ("Coalition") and the City of Los Angeles ("City") have partnered together over many years to address various crises that affected both parties, including but not limited to the financial crisis of 2008, pension reform, targeted local hiring, ADR/Workers' Compensation reform, revenue generation, loan and bond fee review, encumbrance review and redevelopment, health care plan design, and joint advocacy for third party benefits agreements.

Whereas, with each crisis, the Coalition and the City have worked together to solves these problems to everyone's benefits.

THEREFORE, THE COALITION AND THE CITY HEREBY AGREE AS FOLLOWS:

1. The Parties will meet to discuss ways to reduce the City's health care expenditures with a goal of $22 million by calendar year 2020.

2. The Parties will work together to impress upon health care corporations the importance of cost containment, including the need to constrain rates.

3. The Parties will meet as needed, but no less than twice each year until December 31, 2020.

4. These discussion will not modify the collective bargaining agreements, except by mutual consent of all the Parties.

LETTER OF AGREEMENT
BETWEEN THE COALITION OF LOS ANGELES CITY UNIONS
AND THE CITY OF LOS ANGELES

HEALTH CARE

FOR THE COALITION:

FOR
Victor M. Gordo
LIUNA Local 777

6/21/2019
Date

David Sanders
SEIU Local 721

Chris Hannan, Council Representative
LA/OCBCTC

Gavin Koon, Business Representative
I.U.O.E. Local 501

Steve Koffroth
AFSCME District Council 36

Carlos Rubio
Teamsters Local 911

FOR THE CITY:

Richard H. Llewellyn, Jr.
City Administrative Officer

7/27/19
Date

Approved as to Form and Legality:

Office of the City Attorney

7/26/19
Date

LETTER OF AGREEMENT
BETWEEN THE COALITION OF LOS ANGELES CITY UNIONS
AND THE CITY OF LOS ANGELES

OUTSOURCING

WHEREAS, the Coalition of Los Angeles City Unions (Coalition) and the City of Los Angeles (City) agree that the issue of outsourcing of bargaining unit work should be the subject of a Letter of Agreement; and,

WHEREAS, the Parties added new language in the relevant Memoranda of Understanding effective December 13, 2015, that allows Unions to file grievances regarding Charter Section 1022 notifications and provides for an expedited informal arbitration,

THE COALITION AND THE CITY HEREBY AGREE AS FOLLOWS:

1. The parties shall convene a working group to discuss deficiencies in the current contracting and reporting processes. These discussions and recommendation for improvement shall be considered in the Bureau of Contract Administration study provided for below.

2. The Mayor and Council shall direct the Bureau of Contract Administration with the assistance of the Department of General Services, Bureau of Engineering, and the City Administrative Officer to study and provide recommendations on best practices for municipal government contracting of services.

    A. The Study shall be issued within 120 days of the adoption of the relevant MOUs. If additional time is needed to complete the report, the deadline may be extended by mutual agreement of the Parties.

    B. The Study should include information on best practices and recommendations related to:

        1. Review of decisions to contract out

        2. Prescreening contractors for responsibility

        3. High standards for wages and benefits

        4. Incentives to raise wages and benefits above the legal floor

        5. Performance standards and measurement

        6. Strong post-award enforcement

        7. Increased data collection and transparency

8. Consistency of procedures applicable to departments outsourcing bargaining unit work (e.g. new contracts; extensions; amendments to existing contracts and the use of pre-qualified on-call/bench lists; and required information, including the nature of the work, duration, amount of work, estimated cost of contract, wage rates and benefits paid by contractor, expected overtime, local hiring, prior performance by contractor, record of compliance with applicable laws, performance standards, and reporting requirements).

C. The Study shall be submitted to the Coalition for meet-and-consult with the City Administrative Officer prior to submission to the Mayor and relevant Council Committees for consideration and implementation.

3. The Mayor and Council will request that the Controller establish, maintain and make available to the public a central online database on City contracts covering bargaining unit work, beginning with the Bureaus of the Department of Public Works and the Departments of General Services, Transportation, Recreation and Parks, and all other departments, excluding the Department of Water and Power and the Housing Authority of the City of Los Angeles.

4. The City shall propose amendments to the Public Infrastructure Stabilization Ordinance to expand the Department of Public Works Project Labor Agreement to all Council-controlled departments. Prior to proposing amendments, the City will negotiate in good faith the proposed amendments with the Los Angeles/Orange Counties Building and Construction Trades Council.

Upon completion of the above-listed actions, this Agreement shall sunset and become inoperative.

LETTER OF AGREEMENT
BETWEEN THE COALITION OF LOS ANGELES CITY UNIONS
AND THE CITY OF LOS ANGELES

OUTSOURCING

FOR THE COALITION:

FOR
Victor M. Gordo
LIUNA Local 777

6/21/2019
Date

David Sanders
SEIU Local 721

Chris Hannan, Council Representative
LA/OCBCTC

Gavin Koon, Business Representative
I.U.O.E. Local 501

Steve Koffroth
AFSCME District Council 36

Carlos Rubio
Teamsters Local 911

FOR THE CITY:

Richard H. Llewellyn, Jr.
City Administrative Officer

7/26/19
Date

Approved as to Form and Legality:

Office of the City Attorney

7/26/19
Date

LETTER OF AGREEMENT
BEWEEN THE COALITION OF LOS ANGELES CITY UNIONS
AND THE CITY OF LOS ANGELES

PAID PARENTAL LEAVE PILOT PROGRAM

The parties agree to discuss a possible paid parental leave pilot program. The parties agree to begin this discussion within 45 days following City council adoption of the relevant Coalition MOUs or some other date mutually agreed upon by the parties.

FOR THE COALITION:

Victor M. Gordo
LIUNA Local 777

6/26/19
Date

David Sanders
SEIU Local 721

Chris Hannan, Council Representative
LA/OCBCTC

Gavin Koon, Business Representative
I.U.O.E. Local 501

Steve Koffroth
AFSCME District Council 36

Carlos Rubio
Teamsters Local 911

FOR THE CITY:

Richard H. Llewellyn, Jr.
City Administrative Officer

7/27/19
Date

Approved as to Form and Legality:

Office of the City Attorney

7/26/19
Date

LETTER OF AGREEMENT
BETWEEN THE COALITION OF LOS ANGELES CITY UNIONS
AND THE CITY OF LOS ANGELES

PART-TIME EMPLOYMENT

WHEREAS, the Coalition of Los Angeles City Union (Coalition) and the City of Los Angeles (City) continue to engage in extensive discussions regarding the City's hiring and use of part-time (intermittent and half-time) employees; and,

WHEREAS, the Parties reaffirm that the use of intermittent employees should be limited to operational necessity where permanent full-time or half-time employment status is not feasible or regularly available, such as in emergencies, disasters or seasonal work; and,

WHEREAS, the City encourages and supports maximizing full-time hiring and scheduling.

THE COALITION AND THE CITY HEREBY AGREE AS FOLLOWS:

1. The Parties reaffirm the MOU provision that intermittent part-time employees shall qualify for half-time status benefits, shall be certified to LACERS, and shall be eligible to receive pro-rated benefits as of their date of hire after 1,000 compensated hours in one service year.

   Additionally, the Parties agree that intermittent employees who transition to half-time who have accrued Compensatory Personal Time Off (CPTO) and/or Paid Sick Leave in accordance with Section 4.110.1 of the Los Angeles Administrative Code shall be allowed to carry over into their 100% sick leave bank a maximum of 48 hours of unused CPTO , Paid Sick Leave, or any combination of such unused time upon their designation to half-time status. Any unused CPTO and/or Paid Sick Leave in excess of the 48 hours carried over shall be deemed waived and lost.

2. The parties shall convene a joint labor management committee to address part-time issues, including but not limited to: aligning contract language among the Coalition units, where applicable; assisting impacted City departments in identifying the best methods for using part-time employees; and addressing any possible misunderstandings about the available resources for part-time employees.

3. Agreed upon changes to existing MOU language shall be reflected in amendments to the relevant MOUs, where applicable. Additional provisions to the MOU shall be reflected in a side letter between the parties.

4. The City shall follow the provisions of Mayoral Executive Directive No. 15 that directs City departments to limit the use of intermittent employees to operational necessity and maximize opportunities for full-time employment.

5. The City Administrative Officer (CAO) and the Personnel Department shall conduct a joint audit to maximize support of full-time and appropriate part-time positions in Departments that use part-time employees. The Mayor shall determine the priority order of departments to be studied. These Audit Report findings will be presented to the Mayor, appropriate Council committee(s), and appropriate union(s) no later than 18 months after City Council adoption of the relevant MOUs.

6. The Parties shall explore and establish a mechanism(s) for assisting interested part-time employees in obtaining full-time employment with the City.

7. The Parties mutually agree upon a regular meeting schedule and shall begin meeting no later than 90 days after City Council adoption of the Coalition MOUs and continue meeting until June 30, 2021. Thereafter, the Parties may mutually determine if an additional meeting(s) is necessary.

LETTER OF AGREEMENT
BETWEEN THE COALITION OF LOS ANGELES CITY UNIONS
AND THE CITY OF LOS ANGELES

PART-TIME EMPLOYMENT

FOR THE COALITION:

Victor M. Gordo
LIUNA Local 777

6/21/2019
Date

David Sanders
SEIU Local 721

Chris Hannan, Council Representative
LA/OCBCTC

Gavin Koon, Business Representative
I.U.O.E. Local 501

Steve Koffroth
AFSCME District Council 36

Carlos Rubio
Teamsters Local 911

FOR THE CITY:

Richard H. Llewellyn, Jr.
City Administrative Officer

7/26/19
Date

Approved as to Form and Legality:

Office of the City Attorney

7/26/19
Date

LETTER OF AGREEMENT
BETEEN THE COALITION OF LOS ANGELES CITY UNIONS
AND THE CITY OF LOS ANGELES

REAFFIRMATION OF SETTLEMENT AGREEMENT

The Coalition of Los Angeles City Unions (Coalition), through constituent unions American Federation of State, County and Municipal Employees, District Council 36, Local 741, 901, 2006, 2626, 3090, and 3672; Service Employees International Union, Local 721; International Union of Operating Engineers, Local 501; Laborers International Union of North America, Local 777; Los Angeles and Orange Counties Building and Construction Trades Council; and International Brotherhood of Teamsters, Local 911, and the City of Los Angeles (City) hereby agrees as follows:

WHEREAS, the Coalition and City have engaged in meeting and conferring over successor Memoranda of Understanding to the MOUs between the individual bargaining units of the Coalition and the City effective July 1, 2015, to June 30, 2018, and have reached agreement on successor MOUs effective July 1, 2018, to June 30, 2021.

WHEREAS, some portions of the attached settlement agreement are effectuated and others are ongoing;

IT IS AGREED that the parties reaffirm the Settlement Agreement to the 2015-2018 MOUs as continuing in effect between the parties.

LETTER OF AGREEMENT
BETWEEN THE COALITION OF LOS ANGELES CITY UNIONS
AND THE CITY OF LOS ANGELES

REAFFIRMATION OF SETTLEMENT AGREEMENT

FOR THE COALITION:

Victor M. Gordo
LIUNA Local 777

6/21/2019
Date

David Sanders
SEIU Local 721

Chris Hannan, Council Representative
LA/OCBCTC

Gavin Koon, Business Representative
I.U.O.E. Local 501

Steve Koffroth
AFSCME District Council 36

Carlos Rubio
Teamsters Local 911

FOR THE CITY:

Richard H. Llewellyn, Jr.
City Administrative Officer

7/26/19
Date

Approved as to Form and Legality:

Office of the City Attorney

7/26/19
Date

LETTER OF AGREEMENT
BETWEEN
THE COALITION OF LOS ANGELES CITY UNIONS
AND THE CITY OF LOS ANGELES

RELEASE TIME PILOT PROGRAM

The City of Los Angeles has determined there are specific Union activities that confer a public benefit for which bargaining unit members (Released Employees) of the Coalition of Los Angeles City Unions (Coalition) should be released from their official duties (City work) in order to perform the specific Union activities. The Coalition agrees to ensure performance, supervise, and manage the activities of the Released Employees. Full-Time and Part-Time employees shall be eligible to be designated as a Released Employee.

The parties agree that during the term of the 2018-2021 MOU, a reasonable number of bargaining unit members shall be designated by individual Coalition Unions for the purpose of directly communicating, sharing, and collecting information from all bargaining unit members. Furthermore, as a means of controlling administrative and litigation costs associated with employee matters in a large and complex City, and with the goal of resolving matters at the earliest possible stage, Released Employees will assist bargaining unit employees, the Union, and Management during the following processes and procedures:

1. Union approved work-site meetings of the bargaining unit membership.

2. Membership meetings in order to assist with communicating issue(s) relevant to the work-force.

Reporting and Accountability of Released Employee Time

In order to ensure the City maintains control over public resources, a designee of each Coalition Union will notify Management in advance in writing of the need to release an employee and confirm the employee has been released. The Union shall provide advance notice no less than 48 hours prior to the commencement of union release time.

Each Coalition Union shall designate employees and notify Management in advance in writing when a Released Employee is designated by the Union. The designated employees shall be released for only the time necessary to bring about the efficient outcome(s) contemplated in this Agreement and/or identified going forward. Permission to leave official duties (City work assignment) will be granted unless the absence would cause an undue interruption of work. If such permission cannot be granted promptly, the Union will be informed when time can be made available. Release of an employee shall not be unreasonably withheld.

The payroll code “UB” shall be entered for all release time used under this Program. No employee shall be paid overtime or accrue Compensated Time Off (CTO) while released under this Program.

Bank of Hours

Each Union shall be afforded a bank of hours equaling two (2) hours for each full-time bargaining unit member and one (1) hour for each part-time bargaining unit member.

The total number of calculated release time hours for each Union in accordance with this Agreement is as follows:

Union	Total Hours/ Calendar Year
AFSCME	15,566
SEIU	20,351
LIUNA	1,656
Building Trades	2,216
IUOE	582
Teamsters	360

The bank of hours shall reset July 1st of each year and not carryover or be shared between Unions. Unused hours shall be deemed waived and lost. This provision shall remain in full-force and effect during the term of this MOU.

LETTER OF AGREEMENT
BETWEEN
THE COALITION OF LOS ANGELES CITY UNIONS
AND THE CITY OF LOS ANGELES

RELEASE TIME PILOT PROGRAM

FOR THE COALITION:

Victor M. Gordo
LIUNA Local 777

6/21/2019
Date

David Sanders
SEIU Local 721

Chris Hannan, Council Representative
LA/OCBCTC

Gavin Koon, Business Representative
I.U.O.E. Local 501

Steve Koffroth
AFSCME District Council 36

Carlos Rubio
Teamsters Local 911

FOR THE CITY:

Richard H. Llewellyn, Jr.
City Administrative Officer

7/24/19
Date

Approved as to Form and Legality:

Office of the City Attorney

7/24/19
Date

LETTER OF AGREEMENT
BETWEEN THE COALITION OF LOS ANGELES CITY UNIONS
AND THE CITY OF LOS ANGELES

RETIREMENT BENEFITS ACTUARIAL STUDY

Pursuant to the Procedures for Benefits Modifications in the Retirement Benefits article of the relevant MOUs, the Coalition of Los Angeles City Unions (Coalition) and the City of Los Angeles (City) agree to have the Los Angeles City Employees' Retirement System's (LACERS) actuary study the following retirement benefit enhancements, then meet and confer over these enhancements:

1. Conversion of LACERS disability retirement benefits to service retirement benefits at the discretion of the disability retiree on or after the time they would have otherwise been eligible for a service retirement.

2. Disability Retirement Health Care Subsidy – Disability retirees to be eligible for a healthcare subsidy according to the current LACERS formula; the minimum benefit will be established at the one party Kaiser Permanent rate; and this health care subsidy will be available at any age and at any years of service.

3. Providing LACERS survivor benefits to disabled adult children.

4. Providing a cost neutral Survivor Benefit Purchase Program for survivors who did not qualify at the time of the employee's retirement.

This Letter of Agreement supersedes Section 5, Disability Benefits Study, in the December 2015 Settlement Agreement with the Coalition.

LETTER OF AGREEMENT
BETWEEN THE COALITION OF LOS ANGELES CITY UNIONS
AND THE CITY OF LOS ANGELES

RETIREMENT BENEFITS ACTUARIAL STUDY

FOR THE COALITION:

Victor M. Gordo
LIUNA Local 777

6/21/2019
Date

David Sanders
SEIU Local 721

Chris Hannan, Council Representative
LA/OCBCTC

Gavin Koon, Business Representative
I.U.O.E. Local 501

Steve Koffroth
AFSCME District Council 36

Carlos Rubio
Teamsters Local 911

FOR THE CITY:

Richard H. Llewellyn, Jr.
City Administrative Officer

7/26/19
Date

Approved as to Form and Legality:

Office of the City Attorney

7/26/19
Date

LETTER OF AGREEMENT
BETWEEN THE COALITION OF LOS ANGELES CITY UNIONS
AND THE CITY OF LOS ANGELES

REVENUE

WHEREAS, the Coalition of Los Angeles City Union (Coalition) and the City of Los Angeles (City) reaffirm they have a mutual interest to maximize revenue to the City's General Fund; and,

WHEREAS, a Commission on Revenue Generation (Commission) was created and commenced meeting on March 22, 2018;

THE COALITION AND THE CITY HEREBY AGREE AS FOLLOWS:

1. The Commission shall continue to carry out its duties for at least twenty-four (24) months from its initial meeting. Thereafter, the City Council may release the Commission upon thirty (30) days' written notice to the members of the Commission.

2. The Commission shall continue to develop recommendations to the City Council and Mayor to provide a level of revenue sufficient to provide high quality City services that are consistent across the City. Recommendations will include, but are not limited to, the following:

   A. Commercial Property reassessments and tax loopholes

   B. Recreation and Parks funding enhancements

   C. Business Tax simplification and evaluation

   D. Financial Services transparency and evaluation

   E. Residential Real Estate speculation revenue enhancements

   F. Blight inspection and enforcement

   G. Shared Economy tax collection

   H. Billboard revenue generation

3. The Commission shall provide quarterly reports to the City Council's Budget and Finance Committee and the Mayor's Budget Team. These quarterly reports shall also include an accounting of expenditures on the Commission per Section 5 of this Agreement.

4. The Commission shall be composed of up to 15 members appointed by the Mayor. In the event a vacancy exists in the Commission's current composition as of the date of this Agreement and the Mayor desires to fill such vacancy, the following appointment structure will be used: Seven members of the Commission will be appointed by the Mayor from a list of 20 individuals provided by the Coalition. But not more than one-half of the Commission's composition shall be comprised of this group. The Mayor will be encouraged to appoint individuals in one or more of the following areas: public finance experts, academics, business leaders, community-based organizations, and representatives of City bargaining units.

5. The Commission shall serve under the guidance of the Inspector General for Revenue Collection. The City remains committed to providing $500,000 for use at the Commission's and Inspector General for Revenue Collection's collaborative discretion to fund all administrative costs in support of the Commission's activities, including but not limited to: staffing; conducting offsite meetings; contracting for consultant services; purchasing raw data, published studies, research materials, and library access; and producing and publishing Commission reports.

   The parties recognize the ongoing need to maintain sufficient staffing levels to effectively support the Revenue Commission. To that end the parties agree the Inspector General shall allocate from the above reference funds, the equivalent of the salary of one (1) full-time employee at the level of Administrative Intern II for handling additional workload associated with supporting this Commission.

LETTER OF AGREEMENT
BETWEEN THE COALITION OF LOS ANGELES CITY UNIONS
AND THE CITY OF LOS ANGELES

REVENUE

FOR THE COALITION:

FOR
Victor M. Gordo
LIUNA Local 777

7/24/2019
Date

David Sanders
SEIU Local 721

Chris Hannan, Council Representative
LA/OCBCTC

Gavin Koon, Business Representative
I.U.O.E. Local 501

Steve Koffroth
AFSCME District Council 36

Carlos Rubio
Teamsters Local 911

FOR THE CITY:

Richard H. Llewellyn, Jr.
City Administrative Officer

7/26/19
Date

Approved as to Form and Legality:

Office of the City Attorney

7/26/19
Date

LETTER OF AGREEMENT
BEWEEN THE COALITION OF LOS ANGELES CITY UNIONS
AND THE CITY OF LOS ANGELES

SERVICE AND WORKFORCE RESTORATION

The parties agree further discussion is required in order to finalize elements of the existing Service and Workforce Restoration Letter of Agreement (LOA). To this end, the parties agree to begin meeting no later than two weeks following City Council adoption of Coalition MOUs to begin said discussions. The parties endeavor to finalize the said LOA no later than 45 days following the initial meeting or some other date mutually agreed upon by the parties.

FOR THE COALITION:

Victor M. Gordo
LIUNA Local 777
6/26/19
Date

David Sanders
SEIU Local 721

Chris Hannan, Council Representative
LA/OCBCTC

Gavin Koon, Business Representative
I.U.O.E. Local 501

Steve Koffroth
AFSCME District Council 36

Carlos Rubio
Teamsters Local 911

FOR THE CITY:

Richard H. Llewellyn, Jr.
City Administrative Officer
7/26/19
Date

Approved as to Form and Legality:

Office of the City Attorney
7/26/19
Date

LETTER OF AGREEMENT
BETWEEN THE COALITION OF LOS ANGELES CITY UNIONS
AND THE CITY OF LOS ANGELES

UNION ACCESS TO NEW EMPLOYEE ORIENTATIONS

A. PARTIES

This Agreement is made and entered into by and between the Coalition of Los Angeles City Unions (Unions) and the City of Los Angeles (City) for the following Memoranda of Understanding (MOU) for bargaining units 2, 3, 4, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 34, 36, 37, 63, and 64.

B. PURPOSE

The purpose of this Agreement is to establish a procedure for access to City new employee orientations by the exclusive representative of newly hired employees. This Agreement supersedes any MOU language or prior practice with regard to new employee orientations. Nothing in this Agreement is intended to delay, impede, or otherwise interfere with any City hiring process.

C. TERM

This Agreement has been executed by the parties on the day, month, and year written above and shall continue until such time as the parties cancel or negotiate otherwise.

D. AMENDMENTS, MODIFICATIONS, OR OTHER CHANGES

The parties recognize the need to update this Agreement as the City automates and centralizes its new employee orientation process and as changes in employer culture occur. In the event either the Unions or the City desire(s) to amend, modify, or make any other changes to this Agreement, that party shall submit to the other, written notice of its desire to meet and confer. Meet and confer sessions shall begin no later than thirty (30) calendar days following receipt of the written notice or another date mutually agreed upon by the parties. If the parties are unable to reach agreement within thirty (30) calendar days, the matter shall be subject to the provisions of California Government Code Section 3557.

E. ENFORCEABILITY

The parties mutually agree that the intent of this Agreement is to ensure compliance with the provisions of State law requiring an employer to provide the exclusive representative ten (10) calendar days' of notice and mandatory access

to the employer's new employee orientations. To that end, the parties agree to the following resolution for insufficient notice and a failure to provide union access.

If the City fails to provide sufficient notice to the Union(s), except where allowed under this Agreement, and/or fails to provide Union access to the City's new employee orientations, and/or fails to provide release time in accordance with the provisions of this Agreement:

1. The Union and employing department shall discuss and arrange a new date and time for Union access. The discussion between the Union and employing department shall occur no later than one (1) day following the initially scheduled new employee orientation.

2. The Union and employing department shall mutually agree to a make-up date for Union access. Union access to new employees shall be provided not more than five (5) business days from the initial new employee orientation date or some other date mutually agreed upon by the Union and employing department.

3. After mutual agreement on a make-up date, the employing department shall confirm in writing to the Union the new union access date, time, and location.

4. The employing department shall require the subject new hires to attend the Union's presentation on the make-up date.

5. If a dispute remains after implementation of this provision or for any other matters relating to this Agreement, the parties agree that they may advance a grievance directly to the step just prior to arbitration, and continue processing in accordance with the applicable MOU grievance and arbitration provisions.

F. DEFINITIONS

For purposes of this Agreement, the following terms shall have the following meanings:

Union or Exclusive Representative – A qualified employee organization or joint council of qualified organizations which has been certified by the Employee Relations Board as the majority representative of employees in an appropriate employee representation unit in accordance with the provisions of Los Angeles Employee Relations Ordinance Section 4.822.

New Hire – Any new employee who is new to each Union regardless of job status (e.g., full-time, part-time, temporary, etc.).

New Employee Orientation – The onboarding process of a newly hired City employee, whether in person, online, or through other means or mediums, in which employees are advised of their employment status, rights, benefits, duties and responsibilities, or any other employment-related matters.

G. UNION ACCESS TO NEW EMPLOYEE ORIENTATIONS

1. The City shall provide the Union access to new employee orientations:

    a. within thirty (30) calendar days of placing a new hire on the City payroll; or,

    b. within forty-five (45) business days of the physical start date of a new hire; or,

    c. on some other date and time mutually agreed upon by the Union and employing department.

2. Attendance at a new employee orientation by all new hires shall be mandatory.

H. NOTICE OF NEW EMPLOYEE ORIENTATION

1. The City shall provide written notice of new employee orientations to the impacted Union(s) no less than ten (10) calendar days prior to the event, regardless of the number of employees. [A single new hire is sufficient to require notice to the Union(s).]

2. Shorter notice than ten (10) calendar days may be provided to the Union(s) by the City in instances where there is an urgent hiring need critical to City operations that was not reasonably foreseeable, and where an employing department is awaiting the results of pre-employment information upon which hiring is contingent. This provision shall not be construed to regularly permit notice of less than ten (10) calendar days.

3. The written notice shall contain the anticipated number of new hires, their job class code and title, work location, and bargaining unit number and the designated time for the Unions' presentation.

I. UNION PRESENTATON DURING NEW EMPLOYEE ORIENTATION

1. Representatives of the Union shall be permitted to make a presentation of not more than thirty (30) minutes, and to present written materials during this period.

2. If more than one Union is presenting during a new employee orientation, not more than a total of thirty (30) minutes will be permitted for the Unions to use collectively.

3. Management will continue its practices of the dissemination of Union information to each new employee in accordance with applicable MOU provision(s), and any additional Union materials may be provided by the Union during the presentation.

4. Management shall determine the appropriate segment of the orientation for the Union presentation.

5. Both Union and Management representatives shall not interfere with the presentation of the other and shall at all times conduct themselves in a professional manner avoiding and refraining from any conduct that would tend to disparage the other during any new employee orientations.

J. RELEASE TIME FOR UNION STEWARDS TO ATTEND NEW EMPLOYEE ORIENTATIONS

1. At the request of the Union, paid City time off (release time) shall be granted for a union steward of record to participate in the Union presentation segment of a new employee orientation. The release time shall be granted for a maximum of thirty (30) minutes, not including reasonable travel time, during those hours that coincide with the union steward's regular work shift. The same union steward of record shall participate in no more than two (2) new employee orientations per month unless the employing department holds more than two orientations per month or permits otherwise.

2. Only one (1) union steward of record per individual Union shall be released to participate in a new employee orientation. The union steward shall be an employee of the employing department for which the new employee orientation is provided unless the parties agree otherwise.

3. Permission to leave work shall be granted by the employing department unless the absence would cause an undue interruption of work. If permission cannot be granted, the employing department shall provide the Union an alternative presentation date and time that is not more than five (5) business days beyond the initial new employee orientation date. This date will be specifically reserved for Union presentation up to the time limits prescribed in this Agreement. All new hires present for the initial new employee orientation shall be notified of the special date and time of the Union presentation and shall be required to attend on City time.

4. Union stewards shall not receive overtime for participating in or performing activities associated with the union presentation segment of any new employee orientation.

5. The Union shall provide the CAO with a written list of a reasonable number of employees who have been designated Union Stewards and revised lists within thirty (30) calendar days of any changes in these designations. The union stewards must be members of the Union.

LETTER OF AGREEMENT
BETWEEN THE COALITION OF LOS ANGELES CITY UNIONS
AND THE CITY OF LOS ANGELES

UNION ACCESS TO NEW EMPLOYEE ORIENTATIONS

FOR THE COALITION:

FOR
Victor M. Gordo
LIUNA Local 777

6/21/2019
Date

David Sanders
SEIU Local 721

Chris Hannan, Council Representative
LA/OCBCTC

Gavin Koon, Business Representative
I.U.O.E. Local 501

Steve Koffroth
AFSCME District Council 36

Carlos Rubio
Teamsters Local 911

FOR THE CITY:

Richard H. Llewellyn, Jr.
City Administrative Officer

7/26/19
Date

Approved as to Form and Legality:

Office of the City Attorney

7/26/19
Date

LETTER OF AGREEMENT
MEMORANDUM OF UNDERSTANDING NO. 17
JANUARY 1, 2023 – DECEMBER 30, 2023

CASH BONUS

The parties agree that on July 26, 2023, each bargaining unit member on active payroll status shall receive a one-time, non-pensionable cash bonus, as follows:

Full-Time	5% of annual regular rate of pay (including base wage and regularly assigned bonuses)
Half-Time	5% of compensation (based on an employee's base rate and regularly assigned bonuses) paid to an employee in the Fiscal Year 2022-23 (July 3, 2022 through July 1, 2023)
Intermittent	$1,100.00

FOR THE UNION:

David Sanders
Regional Director, SEIU Local 721

11/29/22
Date

FOR THE CITY:

Matthew W. Szabo
City Administrative Officer

12/2/2022
Date

Approved as to Form and Legality:

Office of the City Attorney

December 2, 2022
Date

LETTER OF AGREEMENT
MEMORANDUM OF UNDERSTANDING NO. 17
JANUARY 1, 2023 – DECEMBER 30, 2023

REAFFIRMATION OF FORMER SIDE LETTERS

The parties agree that the following Letters (Side Letters) will be continued through the term of the January 1, 2023 - December 30, 2023 MOU:

1. Release Time Pilot Program
2. Union Access to New Employee Orientations
3. Reaffirmation of Settlement Agreement
4. Part-time Employment
5. Service and Workforce Restoration
6. Revenue
7. Outsourcing
8. Retirement Benefits Actuarial Study
9. Paid Parental Leave Pilot Program
10. Health Care
11. "City Worker Next Door" Pilot Program

This Letter of Agreement shall expire concurrently with the term of the MOU.

FOR THE UNION:

David Sanders
Regional Director, SEIU Local 721

11/29/22
Date

FOR THE CITY:

Matthew W. Szabo
City Administrative Officer

12/2/2022
Date

Approved as to Form and Legality:

Office of the City Attorney

December 2, 2022
Date