

**MEMORANDUM OF UNDERSTANDING NO. 7
FOR JOINT SUBMISSION TO THE CITY COUNCIL
REGARDING
THE RECREATION ASSISTANT UNIT**

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

BY AND BETWEEN

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

AND

**THE AMERICAN FEDERATION OF STATE, COUNTY, AND MUNICIPAL EMPLOYEES,
(AFSCME) DISTRICT COUNCIL 36, Local 741, AFL-CIO (hereinafter referred to as
"Union")**

July 1, 2007 through June 30, 2012

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ARTICLE 1.0 GENERAL PROVISIONS

ARTICLE 1.1 RECOGNITION

The Recreation Assistant Unit, Local 741, American Federation of State, County and Municipal Employees, (AFSCME), Council 36, AFL-CIO, was certified on June 12, 2000, by the Employee Relations Board as the majority representative of City employees in the Recreation Assistant Unit. Management hereby recognizes Recreation Assistant Unit, Local 741, AFSCME (hereinafter referred to as "Union") as the exclusive representative of the employees in the Unit.

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

ARTICLE 1.2 PARTIES TO MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is entered into on December 10, 2007, by the City Administrative Officer, as authorized management representative of the City Council, and the authorized management representatives of the Departments of Recreation and Parks, Cultural Affairs, and Zoo (hereinafter referred to as "Management"), and authorized representatives of the American Federation of State, County, and Municipal Employees, Local 741, AFL-CIO (hereinafter referred to as "Union") as the exclusive recognized employee organization for the Recreation Assistant Unit.

ARTICLE 1.3 IMPLEMENTATION OF MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding constitutes a joint recommendation of Management and Recreation Assistant Unit/AFSCME Local 741. It shall not be binding in whole or in part on the parties listed below unless and until:

- A. Recreation Assistant Unit/AFSCME Local 741 has notified the City Administrative Officer in writing that it has approved this Memorandum of Understanding in its entirety, and
- B. The heads of those departments represented herein have approved this Memorandum of Understanding in its entirety in the manner required by law, and
- C. The City Council has approved this Memorandum of Understanding in its entirety.

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

ARTICLE 1.4 FULL UNDERSTANDING

Management and Union acknowledge that during the meet and confer process each had the unlimited right and opportunity to make demands and proposals on any subject within the scope of representation and that this Memorandum of Understanding constitutes the full and entire understanding of the parties regarding all such demands and proposals.

The parties mutually agree that this Memorandum of Understanding may not be opened at any time during its term or any reason, except by mutual consent of the parties hereto.

It is mutually understood that any changes mutually agreed to shall not be binding upon the parties unless and until they have been implemented in accordance with Article 1.3, Implementation of MOU.

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

ARTICLE 1.5 TERM

The term of this Memorandum of Understanding shall commence on the date when the terms and conditions for its effectiveness, as set forth in Article 1.3, Implementation of Memorandum of Understanding, are fully met, but in no event shall said Memorandum of Understanding become effective prior to 12:00 a.m. on July 1, 2007. This Memorandum of Understanding shall expire and otherwise be fully terminated at 11:59 p.m. on June 30, 2012.

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

ARTICLE 1.6 CALENDAR FOR SUCCESSOR MEMORANDUM OF UNDERSTANDING

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

ARTICLE 1.7 OBLIGATION TO SUPPORT

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

ARTICLE 1.8 PROVISIONS OF LAW AND SEPARABILITY

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

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

ARTICLE 1.9 NONDISCRIMINATION

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

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

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

ARTICLE 1.10 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, its it mutually understood that except as specifically set forth herein no provision 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 board, 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.

Management and the Union retain all rights and responsibilities as set forth in the Employee Relations Ordinance.

ARTICLE 2.0 UNION SECURITY

ARTICLE 2.1 UNIT MEMBERSHIP LIST

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

ARTICLE 2.2 EMPLOYEE RELATIONS

Meetings at reasonable intervals will be scheduled at the request of a designated Union representative (paid Union staff representative or executive board member) or the Management representative of a department for the purpose of informally discussing employer-employee relations issues.

ARTICLE 2.3 WORK ACCESS

Union Staff Representatives, Local Union Officers, Executive Board Members, and Local Union Grievance Representatives who are members of this Unit shall have access to the facilities of the departments represented herein during working hours for the purpose of assisting employees covered under this Memorandum of Understanding, in the adjusting of grievances when Union assistance is requested by the grievant(s), or investigating matters arising out of the application of the provisions of this Memorandum of Understanding. Said representatives shall request authorization for such visit by contacting the designated Management representative of the head of the department, office or bureau. In the event immediate access cannot be authorized, the designated Management representative shall inform the Union representative as to the earliest time when access can be granted.

Union shall give annually to all heads of departments represented herein and the City Administrative Officer a written list of its Union Staff Representatives, Local Union Officers, Executive Board Members and Local Union Grievance Representatives which list shall be kept current by Union.

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

ARTICLE 2.4 USE OF CITY FACILITIES

Union may use City facilities, on prior approval of the department's personnel officer, for the purpose of holding meetings to the extent that such facilities can be made available, and to the extent that the use of a facility will not interfere with departmental operations. Participating employees will attend said meetings on their own time. If the use of a facility requires a fee for rental or special set-up, security, and/or cleanup service, Union will provide or assume the cost of such service(s) for the facility.

ARTICLE 2.5 BULLETIN BOARDS

Section I

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

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

Section II

It is agreed that all notices or other communications to be posted shall be identified with the Union's official letterhead or logo.

Section III

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

ARTICLE 2.6 ACTIONS BY EMPLOYEE RELATIONS BOARD

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

ARTICLE 2.7 FEDERAL POLITICAL ACTION CHECK-OFF

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

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

Contributions shall be made payable as directed by the Union to the Political Action Committee, Public Employees Organized for Political and Legislative Equality (PEOPLE), of the Union.

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

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

ARTICLE 2.8 AGENCY SHOP FEES - PAYROLL DUES AND DEDUCTIONS

The following agency shop provisions shall apply to employees in classifications listed in Appendix A, herein.

A. DUES/FEES

- 1. a. Thirty calendar days from the date of appointment, each employee in this unit who is not on unpaid leave of absence shall, as a condition of continued employment, become a member of AFSCME, Local 741 or pay said Union a service fee in an amount not to exceed periodic dues and general assessments of the Union for the term of this MOU, provided, however, that said fee shall not be assessed in any biweekly pay period in which the affected employee is not paid a minimum of 20 hours. Such amounts shall be determined by the Union and implemented by the City in the first payroll period, which starts 30 days after written notice of the new amount is received by the Controller.
- b. Notwithstanding any provisions of Article 2, Section 4.203 of the Los Angeles Administrative Code to the contrary, during the term of this MOU, payroll deductions requested by an employee in this Unit for the purpose of becoming a member and/or to obtain benefits offered by any qualified organization other than Union, will not be accepted by the Controller. For the purpose of this provision qualified organization means any organization of employees whose responsibility or goal is to represent employees in the City's meet and confer process.
- 2. The CAO and the Union shall jointly notify all new members of the representation unit that they are required to pay dues or a service fee as a condition of continued employment and that such amounts will be automatically deducted from their paychecks. The religious exclusion will also be explained. The cost of this communication and the responsibility for its distribution shall be borne by the City.

B. EXCEPTIONS

Religious Objections

Any employee who is a member of a bonafide religion, body, or sect, which has historically held conscientious objections to joining or financially supporting public employee organizations, shall not be required to join or financially support the organization. Such employee shall in lieu of periodic dues or agency shop fees pay sums equal to said amounts to a non-religious, non-labor charitable fund exempt

from taxation under Section 501(c)(3) of the Internal Revenue Code, which has been selected by the employee from a list of such funds designated by the parties hereto in a separate agreement. Such payments shall be made by payroll deduction as a condition of continued exemption from the requirements of financial support to the Union and as a condition of continued employment.

C. MANAGEMENT RESPONSIBILITIES

1. The Controller shall cause the amount of the dues or service fee to be deducted from twenty-four (24) biweekly payroll checks of each employee in this unit as specified by the Union under the terms contained herein. "Dues," as distinct from "service fee," shall be the result of voluntary consent in the form of a payroll deduction card signed by the individual employee.
 - a. Remittance of the aggregate amount of all dues, fees and other proper deductions made from the salaries of employees hereunder shall be made to the Union by the Controller within thirty (30) working days after the conclusion of the month in which said dues, fees and/or deductions were deducted.
 - b. A fee of nine cents (\$.09) per deduction shall be assessed by the City Controller for the processing of each payroll deduction taken. The City Controller will deduct the aggregate amount of said fees on a biweekly basis.
2. The Controller shall also apply this provision to every employee who, following the operative date of this article, becomes a member of this representation unit, within sixty (60) calendar days of such reassignment or transfer. Such deduction shall be a condition of continued employment.
3. Management will provide the Union with the name, home address, and employee number of each employee.
4. The Controller shall provide the organization, at least monthly, a status report showing all changes in the employment status of employees in this unit which affect the applicability of the provisions of this Article to those employees.

D. UNION RESPONSIBILITIES

1. The Union shall keep an adequate itemized record of its financial transactions and shall make available annually to the City Clerk, and to all unit employees, within sixty (60) calendar days after the end of its fiscal year, a detailed written financial report thereof in the form of a balance sheet and an operating statement, certified as to its accuracy by its president and the treasurer or corresponding principal officer, or by a certified public accountant.

2. The Union certifies to the City that it has adopted, implemented and will maintain constitutionally acceptable procedures to enable non-member agency shop service fee payers to meaningfully challenge the propriety of the uses to which service funds are put. Those procedures shall be in accordance with the decision of the United States Supreme Court in Chicago Teachers Union, Local No. 1, AFT, AFL-CIO, et al. v. Hudson, 106 S. Ct. 1066 (1986).
3. Except for claims resulting from errors caused by defective City equipment, the Union agrees to indemnify and hold harmless the City against all other claims, including costs of suits and reasonable attorney fees and/or other forms of liability arising from the implementation of this Article. It is also agreed that neither any employee nor the Union shall have any claim against the City for any deductions made or not made, as the case may be, unless a claim of error is made in writing to the Controller within thirty (30) calendar days after the date such deductions were or should have been made.

E. RESCISSION

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

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

ARTICLE 3.0 ON THE JOB

ARTICLE 3.1 SAFETY

Section I

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

Section II

Management will make every reasonable effort to provide safe working conditions. Union will encourage all members in the Unit to perform their work in a safe manner. Each employee should be alert to unsafe practices, equipment and conditions, and should record any hazardous condition immediately in the facility's logbook. In Recreation and Parks, such reports shall be made to the Director in Charge. Said supervisor/Director in Charge must:

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

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

Section III

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

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

ARTICLE 3.2 NOTICE OF CHANGES IN WORK RULES

Whenever written departmental working rules are established or changes are made to existing written departmental working rules which affect conditions of employment, Management shall, prior to the proposed implementation date, notify Union in writing and offer the opportunity for Union to meet and discuss the changes with Management.

Nothing contained in this Article shall be construed as a limitation of the right of Management to implement new written department working rules or make changes in such existing rules in cases of emergency. Provided, however, when such new work rules or changed existing work rules, as the case may be, must be adopted immediately, without prior notice to Union, notice shall be given and the opportunity for discussion shall be given at the earliest practical time following the adoption of such new work rules or changes in existing written department work rules, as the case may be.

Union agrees to notify Management promptly of its intent to exercise its rights granted under this Article.

Nothing in this Article limits the rights and responsibilities of the parties as set forth in the Los Angeles City Employee Relations Ordinance.

ARTICLE 3.3 PERSONNEL FOLDERS

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

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

ARTICLE 3.4 REST AND MEAL PERIODS

When coverage can be provided, or the interruption of work will not interfere with the operations of the department, brief rest periods will be provided. Such rest periods shall not exceed fifteen (15) minutes for each four (4) hours of work. Rest periods shall not be taken during the first hour or the last hour of the scheduled work period and shall not be used to cover an employee's late arrival to work or early departure therefrom, nor be regarded as cumulative if not taken.

Meal periods are counted as hours worked unless the employee is completely relieved of all duties during the meal period and is free to leave the duty post.

Supervisors will make a reasonable effort to provide a meal period, either paid or unpaid to employees scheduled to work five or more consecutive hours in one work day. An unpaid meal period will normally be at least 30 minutes long.

ARTICLE 3.5 RAIN GEAR

Management's present practice regarding provision of rain gear in the Zoo Department shall continue during the term of this MOU.

ARTICLE 3.6 TIME OFF FOR ORAL AND WRITTEN EXAMINATIONS

Employees shall be granted reasonable time off with pay for the purpose of taking oral 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.

Management agrees that any employee covered by this MOU, who may be assigned to work on a day that a written 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 4.0 PART-TIME EMPLOYMENT

ARTICLE 4.1 PART-TIME EMPLOYMENT

Notwithstanding the provisions of Section 4.110 of the Los Angeles Administrative Code (LAAC), the following provisions shall apply to part-time employees covered by this MOU.

- A. Except as otherwise provided in Section 4.117 of the LAAC and in any Departmental Personnel Ordinances to the contrary, a work schedule of less than the number of hours of full-time employment shall be considered part-time employment. The following categories of part-time employment are hereby defined:
 - 1. Half-time: Half-time employees are employees regularly assigned to a work schedule of half-time (1040 hours) in any service year. Compensation and benefits shall be provided at the half-time rate.
 - 2. Intermittent: Intermittent employees are employees assigned to an occasional or sporadic work schedule of less than half-time (less than 1040 hours) in a service year. Compensation as established in Appendix A of this MOU shall be considered full remuneration for intermittent employees defined by this Article. Employees who hold more than one intermittent position concurrently in the same or different City departments, regardless of total number of hours scheduled, shall be considered intermittent employees.

- B. All part-time employees in this bargaining unit shall be hired on a civil service exempt basis in accordance with Charter Section 1001(d)(3). Employees shall be notified at the time of hire whether an appointment is half-time or intermittent. Half-time employees shall be advised of their eligibility for half-time benefits, and intermittent employees shall be notified that they shall not be entitled to benefits, except as described in Article 6.6 of this MOU.

- C. Notwithstanding paragraph 2 above, an employee hired on an intermittent basis who, following two consecutive years of City service, has been compensated for 1000 or more hours during each of the two consecutive service years shall be considered a half-time employee and become entitled to qualify for half-time benefits. Such employees shall immediately begin accruing vacation and sick leave, and become eligible to use vacation, sick leave and holiday benefits at the half-time rate. Their anniversary date shall be based upon the date they are designated as half-time employees. No such benefits shall be provided retroactively. This paragraph shall not preclude an appointing authority from changing an intermittent employee's status to half-time anytime following appointment to an intermittent position.

- D. Employees who change from intermittent to half-time status who have completed six consecutive months of City service and were compensated for less than 2,000 hours during the preceding two service years shall immediately begin accruing vacation and sick leave, and become eligible to use sick leave and holiday benefits at the half-time rate. Such employees shall not be eligible to use vacation benefits until one year from their anniversary date. Their anniversary date shall be based upon the date they were designated as half-time employees. No such benefits shall be provided retroactively. This paragraph shall not preclude an appointing authority from changing an intermittent employee's status to half-time anytime following appointment to an intermittent position.
- E. It is understood that Management has the right to determine the work schedules and hours of all intermittent and half-time employees. However, when an employee has been working a consistent half-time schedule, departments will provide reasonable opportunities for the employee to make up unpaid absences due to authorized leave or holidays in order to maintain half-time status. Such accommodation shall be subject to budgetary and workload considerations.

ARTICLE 4.2 REDUCTION OF HOURS

During the term of this Memorandum of Understanding, the provisions set forth in this article shall apply whenever lack of work, lack of funds, or other operational or program reasons cause there to be a reduction in hours at a Recreation and Parks or Cultural Affairs facility:

- A. Hours reduction affecting a particular program or activity will result in the reduction of schedule for the employee or employees employed in that program or activity.
- B. When more than one employee is employed in an affected program or activity, the order of reduction of hours will be:
 - 1. Intermittent employees, then
 - 2. Half-time employees, in order of most recent effective date of half-time status, and
 - 3. In the event that two or more half-time employees have the same effective date of half-time status, but not all will have their hours reduced, then department hire date shall be used as a tie-breaker only.

For half-time employees who lose hours for the reasons cited above in this Article, upon the employee's request, the employee's name and hours lost will be recorded on a "lost hours" list. An employee's name is eligible to remain on the "lost hours" list for up to two years from the date the employee is placed on the list, after which the employee's name will be

removed from the list. If hours are restored to a program, those hours will first be offered to employees on the list who were previously employed in that program in the reverse order of their placement on the list.

ARTICLE 5.0 COMPENSATION

ARTICLE 5.1 SALARIES

- A. The parties to this Memorandum of Understanding jointly recommend to the City Council approval of the salaries set forth in Appendix A, Salaries.

HALF – TIME EMPLOYEES

- B. Effective January 1, 2010, Unit employees with half-time status shall receive a salary adjustment of 2.75%.
- C. Effective January 1, 2011, Unit employees with half-time status shall receive a salary adjustment of 2.75%.
- D. Effective January 1, 2012, Unit employees with half-time status shall receive a salary adjustment of 2.75%.

INTERMITTENT EMPLOYEES

- E. Effective January 1, 2010, Unit employees with intermittent status compensated for at least 1000 hours subsequent to July 1, 2007 shall receive a salary adjustment of 2.75%.
- F. Effective January 1, 2011, Unit employees with intermittent status with 1000 hours of compensated time subsequent to the 2.75% adjustment provided for in E. above shall receive an additional salary adjustment of 2.75%.
- G. Effective January 1, 2012, Unit employees with intermittent status with 1000 hours of compensated time subsequent to the 2.75% adjustment provided for in F. above shall receive an additional salary adjustment of 2.75%.

ARTICLE 5.2 OVERTIME

- A. Distribution of Overtime

Management will attempt to assign overtime work as equitably as possible among all qualified employees in the same classification in the same organizational unit and work location. In the assignment of overtime under this provision, however, Management may consider special skills required to perform particular work.

B. Non-emergency Overtime

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

C. Rate and Methods of Compensation

Compensation for overtime shall be for all hours worked in excess of 40 hours in a workweek including all absences with pay authorized by law. Management shall have the discretion to determine whether compensation shall be in cash or time off. In Recreation and Parks, all overtime will be compensated in cash. Compensated time for overtime worked shall be at the rate of one-and-one-half hours for each hour of overtime worked. If authorization for cash payment is made, the rate of pay shall be one-and-one-half times the employee's regular rate of compensation. Employees in departments other than Recreation and Parks who are compensated in time off will be permitted to accumulate up to 80 hours of compensated time off and take such accumulated time off for overtime worked upon request unless granting of such time would "unduly disrupt" the operations of the City department.

ARTICLE 5.3 SALARY STEP ADVANCEMENT

Salary step advancement for half-time Recreation Assistants shall be in the payroll period following the completion of 520 hours and six months of service.

Effective February 17, 2008, notwithstanding Los Angeles Administrative Code (LAAC) Section 4.92, subsection (f)(1), salary step advancement for a half-time Recreation Assistant shall be in the payroll period following the completion of 1,000 regular paid hours and 12 months of service.

Intermittent Recreation Assistants shall be paid a rate corresponding to the first step in the salary range. Half-time Recreation Assistants who change to intermittent Recreation Assistants shall continue to be paid at the same rate at which they were last paid while a half-time employee, until such time as the first step in the salary range for the class meets or exceeds the salary for the employee.

ARTICLE 5.4 OFFICIATING BONUS

In additional to all regular compensation, Recreation Assistants will receive \$5.00 per hour for each hour assigned to perform officiating duties, prorated to the next nearest half-hour.

Effective January 1, 2008, the rate shall be \$5.50 per hour for each hour assigned to perform officiating duties, prorated to the next nearest half-hour.

Effective January 1, 2009, the rate shall be \$6.50 per hour for each hour assigned to perform officiating duties, prorated to the next nearest half-hour.

Effective July 1, 2009, the rate shall be \$7.50 per hour for each hour assigned to perform officiating duties, prorated to the next nearest half-hour.

ARTICLE 5.5 SHIFT DIFFERENTIAL

Notwithstanding the provisions of Note N of Schedule A of Section 4.61 of the Los Angeles Administrative Code, if an employee works eight hours or more on any one day, and more than 50% of that work day is after 5:00 p.m., the employee shall receive, for each day so worked, the second premium level rate above the rate currently received by the employee.

ARTICLE 5.6 BILINGUAL DIFFERENTIAL

Management's present practices with regard to premium pay for employees required to use a language other than English will be continued during the term of this Memorandum of Understanding. Such practices of additional compensation for employees required to use a language other than English shall be in accordance with Section 4.84 of the Los Angeles Administrative Code (LAAC).

Such compensation shall be retroactive to the employee's first day in a bilingual position if the position has been previously certified as a bilingual position. However, if the position has not been previously certified as a bilingual position, the compensation shall be retroactive to the date of the supervisor's request for bilingual pay. Bilingual compensation shall not be paid unless the employee has been properly certified in accordance with the provisions of Section 4.84 of the Los Angeles Administrative Code.

ARTICLE 5.7 SIGN LANGUAGE PREMIUM

Any qualified employee who is covered by the provisions of this MOU and is requested by the Personnel Director to utilize sign language shall receive a sign language premium of 2.75 percent of his/her salary for each business day the skill is used. Such practices of additional compensation shall be in accordance with Section 4.84.1 of the Los Angeles Administrative Code.

ARTICLE 5.8 CIVIC DUTY

Any half-time employee, as defined by Article 4.1 of this MOU, who is served with a subpoena by a court of competent jurisdiction or an administrative body to appear as a witness during his/her scheduled working period, unless he/she is a party to the litigation or an expert witness, shall receive his/her regular salary. Provided, however, that any witness fees received by the employee who receives regular salary pursuant to these provisions, except those fees received for services performed on a regular day off or holiday, shall be

paid to the City and deposited in the General Fund. The absence of any half-time employee for the purpose of serving as a witness during his/her scheduled working period shall be deemed an authorized absence with pay. Any money received as compensation for mileage is not to be considered as a part of the employee's pay for these purposes.

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

ARTICLE 5.9 JURY SERVICE

Any half-time employee, as defined by Article 4.1 of this MOU, who is duly summoned to attend any court for the purpose of performing jury service or has been nominated and selected to serve on a Grand Jury shall, for those days during which jury service is actually performed and those days necessary to qualify for jury service, shall be compensated for the hours normally scheduled during the period of jury service. Provided, however, that any jury attendance fees received by any employee who receives regular salary pursuant to this provision, except those fees received for jury service performed on a regular day off or a holiday, shall be paid to the City and deposited in the General Fund. A prorated portion of jury service fees received by a half-time employee shall be paid to the City when those fees are received for jury service performed on days for which the employee is scheduled to work a portion of a day. The absence of any employee for the purpose of performing jury service shall be deemed to be an authorized absence with pay within the meaning of Section 4.75 of the Los Angeles Administrative Code. Any money received as compensation for mileage is not to be considered as a part of the employee's pay for these purposes

The absence of an intermittent employee, as defined by Article 4.1 of this MOU, for the purpose of performing jury service shall be deemed to be an authorized absence without pay.

ARTICLE 5.10 MILITARY LEAVE

In accordance with Section 4.123 of the Los Angeles Administrative Code, 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.

ARTICLE 5.11 RECRUITMENT/RETENTION PAY

Effective the start of the payperiod following the date of Council adoption of this MOU, any Recreation Assistant or Recreation Instructor assigned to work at one of the recreation facilities listed below shall receive, in addition to all regular compensation, \$0.50 per hour for each hour compensated.

Nickerson Gardens
Ramona Gardens
Aliso Pico
Imperial Courts
Jordan Downs
Mar Vista Gardens
Pueblo Del Rio

During the term of the MOU, Management and the Union will discuss the possible application of this pay to additional recreation facilities.

ARTICLE 5.12 CHILD CARE CERTIFICATE BONUS

Effective the start of the payperiod following the date of Council adoption of this MOU, any Recreation Assistant assigned to a child care facility who is in possession of a current, valid Child Development Associate Teacher Permit or higher level permit issued by the California Commission on Teacher Credentialing shall receive, in addition to all regular compensation, \$1.00 per hour for each hour compensated. This bonus shall be operative the start of the payperiod following presentation of the Permit to the immediate supervisor. Employees shall be required to maintain a current, valid Permit in order to receive the bonus.

ARTICLE 6.0 BENEFITS

ARTICLE 6.1 HEALTH AND DENTAL BENEFITS

During the term of this MOU, the City will provide benefits to all half-time employees as defined by Article 4.1 of the MOU in accordance with the Civilian Modified Flexible Benefits Program (hereinafter Flex Program) and any modifications thereto as recommended by the Joint Labor-Management Benefits Committee and approved by the City Council. If there

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

Section I - Health Plans

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

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

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

Effective January 1, 2007, Management agrees to contribute for each half-time employee, as defined by Article 4.1 of this MOU, who becomes a member of LACERS, a monthly subsidy not to exceed \$329.62. Effective January 1, 2008, the subsidy shall increase to \$364.76.

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

Further, any half-time employee receiving a subsidy in accordance with this Article who becomes an intermittent employee shall not be eligible for such subsidy, notwithstanding his/her status as a member of LACERS.

Section II - Dental Plans

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

For each half-time employee, as defined by Article 4.1 of this MOU, who becomes a member of LACERS 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.

Further, any half-time employee receiving a subsidy in accordance with this Article who, 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 complete a confidential affidavit to be filed in the Employee Benefits Office, Personnel Department, which shall be signed by the City employee and the domestic partner, declaring the existence of a domestic partnership.

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

Section IV - General Provisions

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

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

Section V - Subsidy During Family and Medical Leave

For employees who are on Family or Medical Leave, under the provisions of Article 6.10 of this MOU, Management shall continue the City's health and dental plan subsidies for employees who are enrolled in a City health and/or dental plan prior to the beginning of said leave. Employees shall be eligible for such continued subsidies while on a Family or Medical Leave in accordance with Article 6.10 herein. However, for any unpaid portion of Family or Medical Leave, health and/or dental plan subsidies shall be continued for a maximum of nine (9) pay periods.

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 RETIREMENT BENEFITS

A. Benefits

For half-time employees, as defined by Article 4.1 of the MOU, the Beta Retirement Formula and a flat-rated employee retirement contribution of six percent (6%) shall be applied for each plan year.

For intermittent employees, as defined by Article 4.1 of the MOU, a flat-rated employee contribution of four and one-half percent (4.5%) into the Pension Savings Plan shall be applied for each plan year. The City shall contribute an amount equal to three percent (3%) of each employee's compensation for each plan year.

Half-time employees who return to intermittent status shall remain certified to LACERS.

B. Procedure for Benefit Modifications

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

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

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

C. Half-Time Employees

Employees in this Unit shall be certified as LACERS members upon designation to half-time, or following two consecutive service years of continuous half-time service of at least 1000 compensated hours during each of the two service years.

D. Rollover Provisions

At such time as the California State law has been revised, LACERS will be allowed to accept a rollover from the Pension Savings Plan provided that it is in conformance with both Federal and State law.

ARTICLE 6.3 SICK LEAVE BENEFITS

Management's practices with regard to sick leave benefits shall be in accordance with Sections 4.126, 4.126.2, and 4.128 of the Los Angeles Administrative Code.

A half-time employee, as defined by Article 4.1 of this MOU, shall qualify for and receive sick leave benefits, provided, however, that pay for sick leave shall be at the half-time rate. Intermittent employees, as defined by Article 4.1 of this MOU, shall not be entitled to accrue or use sick leave benefits.

A. Preventive Medical Treatment

Notwithstanding Section 4.126(d) of the LAAC twelve (12) hours of one hundred percent (100%) sick leave may be used to secure preventive medical treatment for the employee and for the members of the employee's immediate family.

B. Sick Leave Benefit - Half-Time Employees

Half-time employees as defined by Article 4.1 of this Memorandum of Understanding must complete a period of six consecutive months of service, and have been compensated for at least 500 hours before qualifying for sick leave. Upon completion of said qualifying period, a half-time employee will be allowed sick leave prorated on the basis of total number of hours scheduled in relationship to the total number of hours required for full-time employment.

When a half-time employee becomes an intermittent employee, all accrued and accumulated sick leave for which he/she has been credited shall remain credited to the employee but frozen in the amounts so accrued and accumulated without increase or decrease because of the change in work schedule. Such benefits may only be used if the employee becomes a half-time or full-time employee. An intermittent employee who becomes a half-time employee, who has not previously qualified for sick leave benefits as a full or half-time employee, shall be required to complete the six month qualifying period and to have been compensated for at least 500 hours in accordance with this Article.

C. Sick Leave Benefit for Pregnancy

Every half-time employee shall be entitled to use sick leave accrued pursuant to this Article if that employee is unable to work on account of her pregnancy, childbirth or related medical conditions.

ARTICLE 6.4 FAMILY ILLNESS

A half-time employee, as defined by Article 4.1 of this MOU, shall qualify for and receive family illness benefits, provided, however, that pay for family illness shall be at the half-time rate. Intermittent employees, as defined by Article 4.1 of this MOU, shall not be entitled to family illness benefits.

The aggregate number of working days allowed in any one calendar year with full pay shall not exceed forty-eight (48) hours. Such practice of allowance for leave for illness in the family shall be in accordance with Section 4.127 of the Los Angeles Administrative Code. Upon the adoption of a child, an employee will be permitted to use forty-eight (48) hours of family illness sick leave.

In accordance with Section 4.127 of the LAAC, the definition of "immediate family" shall include the father, father-in-law, mother, mother-in-law, brother, sister, spouse, child, foster child, grandparents, grandchild, step-parents, step-children of any employee of the City, the domestic partner of the employee, a household member (any person residing in the immediate household of the employee at the time of the illness or injury) and the following relatives of an employee's domestic partner: child, grandchild, mother, father.

Any employee claiming a domestic partner for purposes of this Article shall complete a confidential affidavit to be filed in the Employee Benefits Office, Personnel Department, which shall be signed by the City employee and the domestic partner, declaring the existence of a domestic partnership with a named domestic partner. No affidavit is required to secure family illness benefits arising from the illness or injury of a household member (any person residing in the immediate household of the employee at the time of the illness or injury). By extending to an employee the specific benefits defined by this Article, the City does not intend to confer or to imply any other unspecified benefits to such employee, or to the employee's domestic partner, or to the employee's household members, or to any other person. Management's practices with regard to sick leave benefits shall be in accordance with Sections 4.126, 4.126.2, and 4.128 of the Los Angeles Administrative Code.

ARTICLE 6.5 HOLIDAYS AND HOLIDAY PAY

- A. 1. a. A half-time employee, as defined by Article 4.1 of this MOU, shall qualify for and receive holiday benefits, including the unspecified holiday, except as noted in A.1.b. below; provided, however, that pay for such holidays shall be at the half-time rate.
- b. A half-time employee who transfers to intermittent status without having taken the unspecified holiday shall not be entitled to such holiday while in intermittent status.
- 2. Intermittent employees, as defined by Article 4.1 of this MOU, shall not be entitled to holiday benefits. An intermittent employee who becomes half-time, and who has not previously qualified for the unspecified holiday benefit as a

full or half-time employee, shall be required to qualify for the unspecified holiday by completing six consecutive months of service in half-time status and to have been compensated for at least 500 hours.

- B. For eligible employees, the following days shall be treated as holidays:
1. New Year's Day
 2. Martin Luther King's Birthday (the third Monday in January)
 3. President's Day (the third Monday in February)
 4. Cesar E. Chavez Birthday (the last Monday in March)
 5. Memorial Day (the last Monday in May)
 6. Independence Day (July 4)
 7. Labor Day (the first Monday in September)
 8. Columbus Day (the second Monday in October)
 9. Veteran's Day (November 11)
 10. Thanksgiving Day (the fourth Thursday in November)
 11. The Friday after Thanksgiving Day
 12. Christmas Day (December 25)
 13. Any day or portion thereof declared to be a holiday by proclamation of the Mayor and the concurrence of the City Council by resolution
 14. One unspecified holiday
- C. When any holiday from 1 through 12 above falls on a Sunday, it shall be observed on the following Monday.
- D. When any holiday from 1 through 12 above falls on a Saturday, it shall be observed on the preceding Friday.
- E. 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.
- F. Whenever a holiday listed under 1 through 14 above occurs during an employee's regularly scheduled work week, the appropriate number of hours of paid leave shall be credited for the purpose of computing overtime pay for work performed after forty (40) hours.
- G. Holiday Premium Pay - An employee who works on any holiday listed above will receive four (4) hours (or portion thereof as specified in A.13 above) of holiday pay and one and one-half (1½) the hourly rate for all hours worked on the observed holiday provided, however, that the employee has (1) worked his/her assigned shift immediately before and his/her assigned shift immediately after the holiday, or, (2) prior to such holiday Management has authorized the employee to take paid leave time off in lieu of the requirement to work said shifts. Any employee who fails to

meet these requirements will be paid at the rate of one hour for each hour worked. Employees shall not receive both overtime and holiday pay for the same hours.

- H. Employees working in excess of: eight (8) hours on any holiday listed from 1 through 12 above, or hours worked in excess of any day or portion thereof declared to be a holiday by proclamation of the Mayor shall be paid at the appropriate holiday premium pay rate for his/her class. Employees shall not receive both overtime and holiday premium pay for the same hours.
- I. 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 H above). If such holiday falls on the employee's scheduled day off, an alternative day off in-lieu shall be scheduled within the same calendar week of the holiday.
- J. Management shall have the sole authority and responsibility to determine whether the compensation for any holidays worked shall be in cash or paid leave time off.
- K. The unspecified holiday shall be taken in accordance with the following requirements:
 - 1. The holiday must be taken in the appropriate number of pro-rated 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. If an unforeseen operating requirement prevents the employee from taking such previously approved holiday, Management will reschedule the holiday so that it may be taken on some other reasonably satisfactory date within the calendar year.
 - 2. Any break in service (i.e., resignation, discharge, retirement) prior to taking the holiday shall forfeit any right thereto.
 - 3. The holiday shall not be utilized to extend the date of any layoff.
 - 4. No employee shall be entitled to an unspecified holiday until he/she has completed six months of satisfactory service and has completed 500 hours of compensated time.
 - 5. No employee shall receive more than one unspecified holiday each calendar year. Thus, (a) an employee transferring from the Department of Water and Power (DWP) to any other City department, office or bureau will not receive

an unspecified holiday after taking such holiday prior to leaving DWP, and (b) employees who resign or are terminated and then rehired during the same calendar year, will not receive an additional unspecified holiday when rehired.

ARTICLE 6.6 COMPENSATED PERSONAL TIME OFF

Intermittent employees, except those employees hired before February 1, 1990 who continue to accrue vacation hours, shall be eligible to accrue compensated personal time off at the rate of 2.75 minutes for every hour compensated, effective January 1, 2000. Employees must complete a period of six consecutive months of City service and must have been compensated for at least 500 hours before qualifying to use the compensated personal time off. This benefit may be used in no less than one-hour increments for the following:

1. Sick leave;
2. Personal business, subject to approval of the immediate supervisor;
3. Holidays assigned off. When a holiday falls on an employee's assigned schedule, and the employee is not required to work on that holiday, an employee may request to use compensated time off.

Compensated personal time off may be accumulated for up to a maximum of 48 hours. Any time accumulated in excess of such amount shall be deemed waived and lost.

There shall be no payment of any form for unused personal time upon separation from City service for any reason.

Employees who hold more than one intermittent position concurrently shall be eligible to accrue compensated personal time off in only one position.

Upon designation to half-time status from intermittent status, employees shall be allowed to carry over into the 100% sick leave bank up to a maximum of 16 hours of unused compensated personal time off. Any unused compensated personal time off in excess of 16 hours shall be deemed waived and lost.

Upon designation to half-time status, employees covered by the Transition Plan (Article 9.1 of this MOU) shall continue to be eligible to use accrued compensated personal time off until they receive the annual vacation credit.

ARTICLE 6.7 VACATIONS

Notwithstanding any provision of Division 4, Chapter 6, Article 1 of the Administrative Code which may conflict, the following vacation benefits shall be provided to half-time employees, as defined by Article 4.1 of this MOU, in the manner provided herein:

A. Definitions

1. "Vacation Year" means the twelve-month period which begins on the date that the employee is designated as half time.
2. "Qualifying Year" means the first period of twelve (12) consecutive months of service during which the employee was compensated for at least 1000 hours, excluding overtime payments.
3. "Anniversary Date" means the date twelve months following designation as a half-time employee.
4. "Years of Service" means the aggregate number of years worked following designation as a half-time employee, for which the employee was compensated at least 1000 hours.
5. "Eligible Employee" means a half-time employee of this Unit who has established an anniversary date.

B. Annual Vacation Benefit

Eligible employees, as defined herein, shall receive an annual vacation credit at the end of each vacation year completed after completion of the qualifying year.

C. Vacation Credit Rates

Eligible employees shall receive vacation credit in accordance with the following schedule:

<u>Years of Service</u>	<u>Vacation Credit Rate</u>
12 months but less than 5 years	44 hours
5 years but less than 13 years	68 hours
13 years but less than 14 years	72 hours
14 years but less than 15 years	76 hours
15 years but less than 16 years	80 hours
16 years but less than 17 years	84 hours
17 years but less than 18 years	88 hours
18 years but less than 19 years	92 hours
19 years but less than 25 years	96 hours
25 years and thereafter	100 hours

Vacation Accrual During Active Military Service

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

ARTICLE 6.8 VACATION SCHEDULES

Vacations will be scheduled in accordance with Section 4.250 of the Los Angeles Administrative Code and as far in advance as possible. Consideration shall be given to the efficient operation of the department and the requests of employees.

ARTICLE 6.9 BEREAVEMENT LEAVE

A half-time employee, as defined by Article 4.1 of this MOU, shall qualify for bereavement leave. Such employees are eligible for a maximum of three (3) consecutive working days off per occurrence and shall be compensated for the hours normally scheduled during the period of the Bereavement Leave. Intermittent employees, as defined by Article 4.1 of this MOU, shall not be entitled to compensated leave because of family deaths.

Management's practices with regard to allowances for leave because of family deaths will be in accordance with Section 4.127.1a-d of the Los Angeles Administrative Code.

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

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

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

In addition to the bereavement leave granted under this Article, upon the approval of the appointing authority, any employee who has accrued unused sick leave at full pay shall be allowed sick leave with full pay not to exceed two working days per occurrence for the purpose of bereavement leave if it is necessary for the employee to travel a minimum of 1,500 miles one way, as calculated by the Automobile Association of America (AAA). Employees requesting the use of sick leave under this provision shall furnish satisfactory proof to the appointing authority of the distance traveled. Use of sick leave hours for bereavement leave shall not be counted as sick leave in any department Sick Leave Use Monitoring Program.

ARTICLE 6.10 FAMILY AND MEDICAL LEAVE

I. Authorization for Leave

Up to four (4) months (nine [9] pay periods) of family or medical leave shall be provided for the purpose of childbirth, adoption, foster care of a child, or serious health condition of an immediate family member (as defined in Article 6.4), upon the request of the employee, or the designation of Management in accordance with applicable Federal or State law, notwithstanding any other provisions of this MOU or the LAAC to the contrary.

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

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

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

II. Definitions

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

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

III. Eligibility

- A. The provisions of this Article shall apply to all employees in this Unit in all City departments who have been employed by the City for at least 12 months and who have worked for at least 1,040 hours (half-time employees may include all compensated time off except IOD) during the 12 months immediately preceding the beginning of the leave.

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

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

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

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

IV. Conditions

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

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

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

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

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

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

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

form of intermittent leave, or work on a reduced schedule, for the purpose of bonding leave shall only be permitted at the discretion of Management. Bonding leave must be concluded within one year of the birth or placement of the child.

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

V. Notice Requirements

A. Employee

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

B. Management

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

VI. Applicable Time Off

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

A. Childbirth (Mother)

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

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

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

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

C. Personal Medical Leave

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

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

VII. Sick Leave Rate of Pay

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

VIII. Monitoring

Management shall maintain such records as are required to monitor the usage of 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 6.11 DISABILITY INSURANCE PROGRAM

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

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

ARTICLE 6.12 DEPENDENT CARE REIMBURSEMENT ACCOUNT

During the term of this MOU, Management agrees to maintain a Dependent Care Reimbursement Account (DCRA), qualified under Section 129 of the Internal Revenue Code, for half-time 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 6.13 EMPLOYEE ASSISTANCE PROGRAM

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

ARTICLE 6.14 WORKERS' COMPENSATION

Management shall provide Workers' Compensation benefits in accordance with Section 4.104 of the Los Angeles Administrative Code, except that salary continuation payments during absences for temporary disability conditions shall be in an amount equal to the employee's take-home pay for the hours of work normally scheduled during the period of the temporary disability at the time of incurring the disability condition. Salary continuation payments received for a temporary disability condition shall be provided for up to 12 months in the aggregate, and no more than 1040 hours in the employee's service year, except when an employee is hired for a seasonal position (i.e., summer camp) or program, in which case salary continuation payments shall discontinue at the end of the season or scheduled end of a program. Following discontinuance of such payments, the employee will be paid at the State rate if he or she is still temporarily disabled. For purposes of this Article, take-home pay shall be defined as an employee's hourly rate less the mandatory deduction for Federal and State income tax withholding and employee retirement contributions. The employee will be able to make adjustments in his/her voluntary deductions while on temporary disability leave but will not be able to change the amount normally deducted for State and Federal income taxes, unless the employee has changed those deductions to those which he/she is legally entitled to take within ten (10) calendar days of the commencement of any disability leave, or within ten (10) calendar days of any change in dependents.

ARTICLE 7.0 GRIEVANCES

ARTICLE 7.1 GRIEVANCE PROCEDURE

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

Section I - Definitions

- 1. Grievance:

A grievance is defined as any dispute concerning the interpretation or application of this written Memorandum of Understanding or departmental rules and regulations governing personnel practices or working conditions

applicable to employees covered by this Memorandum of Understanding; provided, however, that the parties agree that the following actions, events, occurrences, and/or conditions shall not be subject to the grievance procedure:

- a. An impasse in meeting and conferring.
 - b. Any matter for which an administrative remedy is provided before the Civil Service Commission.
 - c. Assignment and scheduling of hours and personnel, unless said assignment or scheduling is in violation of the departmental working rules or this MOU.
 - c. Disciplinary action.
2. Immediate Supervisor:

For the purposes of this grievance procedure, in the Department of Recreation and Parks "Immediate Supervisor" shall refer to the Director in Charge of the facility to which the grievant is assigned.

Section II - Responsibilities and Rights

1. Where a matter within the scope of this grievance procedure is alleged to be both a grievance and an unfair labor practice under the jurisdiction of the Employee Relations Board, the employee may pursue the matter under either the grievance procedure herein provided, or before the Employee Relations Board. The employee's election of either procedure shall constitute a binding election of the remedy chosen and a waiver of the alternative remedy.
2. No grievant shall lose his/her right to process his/her grievance because of Management imposed limitations in scheduling meetings.
3. The grievant has the responsibility to discuss his/her grievance informally with his/her immediate supervisor. The immediate supervisor will, upon request of the grievant, discuss the grievance with him/her at a mutually satisfactory time. The grievant may be represented by a representative of his/her choice in the informal discussion with his/her immediate supervisor and in all formal review levels.
4. The time limits between steps of the grievance procedure provided herein may be extended by mutual agreement. The grievant and Management may,

by mutual agreement, waive any level of review from this grievance procedure.

5. Management agrees to send Union copies of all written formal grievance responses.

Section III - Procedure

The grievance procedure for employees covered by this Memorandum of Understanding shall be as follows:

Step 1 - Informal Discussion

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

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

Step 2 - First Level of Review

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

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

Step 3 - Second Level of Review

If the grievance is not settled at Step 2, the grievant may serve written notice of the grievance on a form provided by Management upon the person designated to review the grievance at Step 3 (through the immediate supervisor in the Department of Recreation and Parks) within seven (7) calendar days of receipt of the Step 2

grievance response. Failure of the grievant to serve such written notice shall constitute a waiver of the grievance.

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

Step 4 - General Manager Review

If the grievance is not resolved at Step 3, the grievant may serve a written appeal of the grievance on the form provided by Management upon his/her General Manager or designee (through the immediate supervisor in the Department of Recreation and Parks) within seven (7) calendar days following receipt of the grievance response at Step 3. Failure of the grievant to serve such an appeal shall constitute a waiver of the grievance. If the appeal is served, the grievance shall be heard by the General Manager or his/her designee. The General Manager or designee will afford the parties an opportunity to present oral and/or written arguments on the merits of the grievance and shall render to the grievant and his/her representative, if any, a written decision within thirty (30) calendar days from the date said arguments were submitted.

Step 5 - Mediation: Optional

If the grievance is not resolved at Step 4, the Union representative may, within ten (10) calendar days following receipt of Management's response at Step 4, request that the grievance be submitted to a mediator prior to proceeding to arbitration. This step is optional and requires the concurrence of Management and the Union to be effectuated.

A request for mediation must be in writing and must be submitted to the Departmental Personnel Officer within the above-prescribed time limits. The Departmental Personnel Officer shall, within ten (10) calendar days of receipt of the mediation request, return the request without action or request that the Employee Relations Board (ERB) appoint a mediator. The Executive Director of the Employee Relations Board shall attempt to obtain the services of a mediator from the State Mediation and Conciliation Service. If a State mediator is unavailable, Union and Management may jointly agree to a mediator selected by the Executive Director of the Employee Relations Board. The fees of such mediator shall be shared equally by Union and Management.

The mediation procedure shall be informal. The primary effort will be to assist the parties in settling the grievance. Court reporters shall not be used, the rules of

evidence shall not apply, and no record shall be made. The mediator shall determine whether witnesses are necessary.

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

Step 6 - Arbitration

If the written decision at Step 4 does not resolve the grievance; or if no written decision is rendered within the time limits set forth at Step 4; or if mediation is waived or does not resolve the grievance, the Union may serve upon the head of the department a written notice that a written request for arbitration has been filed with the Employee Relations Board. The request for arbitration must be filed with the Employee Relations Board within ten (10) calendar days following the date of service of the written decision of the General Manager at Step 4, or expiration of the time limits for said written decision. If mediation of the grievance is pursued, the time limits for arbitration shall be extended by the amount of time required for such mediation effort. Failure of the grievant and Union jointly to serve written request for arbitration with the Employee Relations Board within the above-prescribed period shall constitute a waiver of the grievance.

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

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

2. The decision of an arbitrator resulting from any arbitration of a grievance hereunder shall be binding upon the parties.
 3. The decision of an arbitrator resulting from any arbitration of grievances hereunder shall not add to, subtract from, or otherwise modify the terms and conditions of this Memorandum of Understanding.
- B. The following procedure shall apply to all grievances filed on or after January 1, 2008.

STATEMENT OF INTENT

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

DEFINITION

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

1. An impasse in meeting and conferring upon the terms of a proposed Memorandum of Understanding.
2. Any matter for which an administrative remedy is provided before the Civil Service Commission.
3. Any issue that the parties agree to refer to another administrative resolution process.
4. Assignment and scheduling of hours and personnel, unless said assignment or scheduling is in violation of the departmental working rules or this MOU.
5. Disciplinary action.

GENERAL PROVISIONS

1. BINDING ELECTION OF PROCEDURE

Where a matter within the scope of this grievance procedure is alleged to be both a grievance and an unfair labor practice under the jurisdiction of the

Employee Relations Board, the employee must elect to pursue the matter under either the grievance procedure herein provided, or by action before the Employee Relations Board. The employee's election of either procedure shall constitute a binding election of the procedure chosen and a waiver of the alternate procedure.

2. GRIEVANCE PROCESS RIGHTS

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

3. TIME, TIME LIMITS AND WAIVERS

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

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

4. MEDIATION

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

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

If settlement is not possible, the mediator may be requested to provide the parties with an immediate oral opinion as to how the grievance would be decided if it went to arbitration. Such opinion shall be advisory only. Upon mutual agreement of the parties, the mediator may be requested to furnish

such opinion in writing, along with a brief statement of the reasons for the opinion. Such opinion shall not be used during any subsequent arbitration.

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

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

5. EXPEDITED ISSUES

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

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

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

GRIEVANCE PROCESS

STEP 1 - ISSUE IDENTIFICATION AND INFORMAL DISCUSSION

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

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

STEP 2

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

immediately forward it to the next level manager above the immediate supervisor who is not in the same bargaining unit as the employee.

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

STEP 3

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

STEP 4 - ARBITRATION

If the written response at Step 3, or mediation, does not settle the grievance, or management fails to provide a written response within 30 business days of the Step 3 meeting, the Union may elect to serve a written request for arbitration with the Employee Relations Board. A copy of this notice shall be served upon the department's personnel officer. The request for arbitration must be filed with the Employee Relations Board within twenty (20) business days following (a) the date of service of the written response of the General Manager/Commission or the designee, or (b) the last day of the response period provided for in Step 3. Failure of the Union to serve a written request for arbitration with the Employee Relations Board within said period shall constitute a waiver of the grievance.

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

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

incurred by the parties during such arbitration, will be the responsibility of the individual party incurring same.

- B. The decision of an arbitrator resulting from any arbitration of a grievance hereunder shall be binding upon the parties concerned.
- C. The decision of an arbitrator resulting from any arbitration of grievances hereunder shall not add to, subtract from, or otherwise modify the terms and conditions of this Memorandum of Understanding.

PROCEDURE FOR GRIEVANCES AFFECTING A GROUP OF EMPLOYEES

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

PROCEDURE:

STEP 1

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

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

STEP 2

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

ARTICLE 7.2 GRIEVANCE REPRESENTATION

- A. The Union may designate a reasonable number of grievance representatives who must be members of the Unit, and shall provide all departments with a written list of employees who have been so designated. Management will quarterly accept

changes to the list presented by the Union. A grievance representative, if so requested, may represent a grievant in the presenting of grievances at all levels of the grievance procedure.

The grievant and his/her representative shall be allowed to present grievances during scheduled hours of work. However, only that amount of time necessary to bring about a prompt disposition of the grievance will be allowed. The grievant shall arrange any necessary time off with the immediate supervisor for presenting the grievance beyond the informal level. The representative will receive paid time off only if he/she is a member of the Union; is in the same Unit as the grievant; is employed by the same department as the grievant; is employed within a reasonable distance from the work location of the grievant (within the same recreation district in the Department of Recreation and Parks); and the grievance is presented during the representative's scheduled hours of work.

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

Only the time spent on the actual presentation of a grievance and reasonable travel time shall be counted as work time.

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

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

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

Effective March 1, 2008, certified stewards shall be authorized to spend up to one (1) hour of City time to investigate each dispute raised under Article 7.1, Grievance Procedure.

ARTICLE 8.0 TERMINATION REVIEW PROCEDURE

ARTICLE 8.1 TERMINATION REVIEW PROCEDURE

A. The following procedure shall apply to half-time exempt Recreation Assistants. During the term of the Transition Plan, as defined by Article 9.1, this procedure shall also apply to Recreation Assistants who have worked 600 hours or more in any one of the last three service years.

B. Within 12 calendar days of the postmark date of the written notice of termination to a half-time exempt Recreation Assistant, the Union may request in writing to meet with the Personnel Director or designee, to discuss the termination.

An oral explanation regarding the reason for termination may be provided by the Personnel Director or designee prior to the meeting upon request of the Union.

If requested, a meeting shall be held with the Personnel Director or designee within 15 calendar days following receipt of the request. Within 10 calendar days following said meeting, the Personnel Director or designee shall notify the affected employee and Union representative in writing of the department's decision.

C. The Union may file a written request with the General Manager for a review of the Personnel Director's decision within 10 calendar days following receipt of said decision. The request for review must contain all information that the Union wishes the General Manager to consider. At the request of the Union, there will be a meeting with the General Manager or designee.

D. The General Manager or designee shall submit a written decision regarding the termination to the affected employee and the Union within 30 calendar days following the date of the meeting or, if no meeting is requested, within 30 calendar days of the date of the request to review.

E. The deadlines in each of the above sections may be extended by mutual agreement of the parties.

F. The written decision of the General Manager or designee shall be final, and no further review of the termination shall be permitted.

G. In the event the General Manager determines that the termination should be reversed, the General Manager shall determine whether back pay and benefits shall be paid.

H. Consistent with Charter §1001(d)(3), employees in the unit are exempt, at-will employees. Nothing in the establishment of this limited review procedure, including an explanation for the reason for termination, alters the at-will employment status,

creates a property interest right, establishes a standard of performance, or establishes the need to show cause for any Recreation Assistant.

ARTICLE 9.0 TRANSITION TO HALF-TIME

ARTICLE 9.1 TRANSITION OF RECREATION ASSISTANTS TO HALF-TIME POSITIONS

The City of Los Angeles and AFSCME support the goal of transitioning employees into exempt half-time positions, so that the employees become eligible for half-time pro-rated benefits as described in Article 6.0. It is intended that the process set forth in this Article not limit the number of half-time positions that may be achieved through this process.

Employees appointed to these half-time positions shall immediately be certified to LACERS and become eligible for pro-rated half time benefits.

Definition of Exempt Half-time Positions

A position, which will be compensated for 1040 hours within a service year, with a minimum of 20 hours per pay period (any combination of hours per week which total 20 hours per pay period).

e.g.:	20 pay periods X 30 hours =	600 hours
	5 pay periods X 80 hours =	400 hours
	1 pay period of vacation earned =	<u>40 hours</u>
		1040 total hours

The above example is illustrative and not restrictive as a possible schedule.

Guiding Principles

- A. Whenever possible, the Department will develop and assign employee schedules in a manner that facilitates the creation of half-time positions.
- B. In the development of half-time positions, it is agreed that no employee will be laid off or have his/her schedule reduced so that half-time positions may be created
- C. Wherever possible, additions in employee hours will be used to facilitate the creation of exempt half-time positions through the Transition Plan.
- D. The procedure for assignment of hours, as described below, must be exhausted prior to hiring any new employees.

Defining the Rosters

All Recreation Assistants will be placed on a roster. Rosters will be posted annually at all Recreation Centers/Facilities:

- A. Recreation Assistants who have worked 600 hours or more in any one of the last three service years; this roster will be ranked in order of the total number of hours worked in the last two service years.
- B. Recreation Assistants who have worked 599 or less hours in any of the last three service years, will be ranked in the order of the total number of hours worked in the last two (2) service years.
- C. Seasonal employees. (Persons who work predominantly during school breaks).

Rosters will be purged regularly of employees who have not been compensated in 365 days. Revised rosters will be prepared in January and July to update hours for existing employees, add any new employees and delete those Recreation Assistants who have converted to half-time status.

Procedure for Assignment of Hours – Within a Recreation Center/Facility

As Recreation Assistant attrition occurs, or new Recreation Assistant hours are added, the hours that were assigned to that employee, or the new Recreation Assistant hours that are added, will be assigned to another Recreation Assistant through the following process:

- A. As hours become available, they will be documented in the official logbook and posted and date-stamped at the affected Recreation Center/Facility.
- B. The Director in Charge (DIC) shall offer Recreation Assistants hours that become available to Recreation Assistants employed at that Recreation Center/Facility based on their ranking on the roster of Recreation Assistants who have worked 600 hours or more in any one of their last three (3) service years. When necessary, the date of hire will be used as a tiebreaker.
- C. Recreation Assistants may decline additional hours. If the hours are declined, the hours will be offered to the next Recreation Assistant on the roster employed at that Recreation Center/Facility.
- D. The Recreation Assistant must accept or decline the hours in writing.

Procedure for Assignment of Hours – Outside a Recreation Center/Facility

After exhausting the above procedure at the Recreation Center/Facility, the following process will be followed:

- A. The available hours will be posted on the Department's Internet site for a period of fourteen (14) calendar days from the date of posting. At Facility/Centers with no Internet access, the available hours will be posted on the bulletin board.
- B. All interested Recreation Assistants may submit an application to the Director in Charge (DIC) of the affected Recreation Center/Facility within the fourteen (14) calendar day posting period.
- C. If the DIC receives a large number of applications, applications may be screened for specific skills and/or experience and offered in the following order:
 - 1. The available hours will be offered first to a qualified Recreation Assistant who has 600 or more hours in any one of the last three service years.
 - 2. If the posting of the available hours produces no qualified applicants with 600 or more hours, the affected Recreation Center/Facility may offer the hours to a Recreation Assistant with 599 or less hours in any one of their last three (3) service years.
 - 3. If the posting of available hours produces no qualified Recreation Assistants, the affected Recreation Center/Facility may offer the hours to seasonal Recreation Assistants.
- D. After exhausting the above procedure, the affected Recreation Center/Facility may hire a new Recreation Assistant upon approval of the Recreation and Parks Human Resources Division.

Loss of Hours Due to Lack of Work or Lack of Funds

Recreation Assistants who are on the roster who are not scheduled for hours due to lack of work, lack of funds, or other operational or program reasons will continue to receive consideration for available Recreation Assistant hours in accordance with the Procedure for the Assignment of Hours Outside a Recreation Center/Facility. Recreation Assistants who have lost hours for any of the reasons stated above shall be first offered those hours when they are restored at their respective center.

Joint Labor Management Committee

The City of Los Angeles and AFSCME will continue the Joint Labor Management Committee. The Committee will convene when needed to:

- A. Oversee the implementation of the Transition Plan, including all necessary procedures.
- B. Hear and make a determination on all employee appeals in regard to the process described in this Article.
- C. Determine and review all reports needed to monitor the process described in this Article.
- D. Quarterly review the rosters of eligible recreation assistants and hear and determine all appeals.

Designated Union members will attend the Joint Labor Management Committee on release time if attending during normal working hours and with prior notification to their supervisors.

Appeals Process

- A. Available hours will be posted and date-stamped at the center.
- B. The Annual Rosters will be posted at the center to enable employees to check their roster standing, and to be used by Directors in Charge (DIC) to offer available hours.
- C. With two weeks (14 calendar days) of available hours being posted, the affected employee will appeal to the DIC.
- D. The DIC will attempt to resolve the issue and respond to the employee in writing within seven calendar days. If an error occurred and the available hours have already been given to another employee, the supervisor will move to correct the error (The employee who loses hours may also file an appeal at this time.)
- E. If the employee disagrees with the DIC's decision, then the employee can appeal the decision to the Appeals Committee within seven calendar days of the written notice. The Appeals Committee will be made up of one person from Management and one from labor.
- F. Within two weeks from the date the employee files an appeal, the Appeals Committee will meet with the employee and issue a written binding decision.

ARTICLE 9.2 PROCEDURE FOR ASSIGNMENT OF HOURS TO RECREATION INSTRUCTORS IN THE DEPARTMENT OF RECREATION AND PARKS

When existing Recreation Instructor hours become available, or new Recreation Instructor hours are added, the available Recreation Instructor hours will be assigned to a Recreation Instructor, through the following process:

- A. The hours and required skills or expertise will be posted on the Recreation Center/Facility bulletin board and the Department of Recreation and Parks' Internet site for at least fourteen (14) calendar days.
- B. All Recreation Instructors with the specific expertise required may submit an application to the Director in Charge of the affected Recreation Center/Facility or the supervisor of the facility.
- C. If a large number of applications are received, applications may be screened for specific skills and/or experience.
- D. If the posting of the available hours produces no qualified applicants, the affected Recreation Center/Facility may hire a new Recreation Instructor.

ARTICLE 9.3 DAY CAMP DIRECTOR HOURS

Hours worked as a Day Camp Director, Code 0835, shall count towards the hours needed to transition to a half-time position pursuant to Articles 4.1 and 9.1 of this MOU.


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.

AFSCME Local 741
Recreation Assistant Unit
Representatives

City of Los Angeles
Representatives



Cheryl Parisi, Executive Director
AFSCME District Council 36



Karen L. Sisson
City Administrative Officer

Louis Harris, AFSCME Representative

Department of Recreation and Parks

Judy West, President

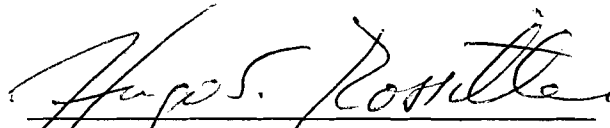
Department of Cultural Affairs

Pamela Garcia, Bargaining Team Member

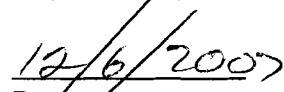
Zoo Department

Mark Lazarus, Bargaining Team Member

As to form:



City Attorney's Office



Date

APPENDIX A SALARIES

Recreation Assistant, Code 2498

Half-time

Effective Date	Step 1	Step 2	Spec Adj #1*	Spec Adj #2**	Spec Adj #3***
7/1/07	\$12.50/hr	\$13.20/hr			
1/1/08	\$12.75/hr	\$13.46/hr			
7/1/08	\$13.12/hr	\$13.86/hr			
7/1/09	\$13.53/hr	\$14.28/hr			
1/1/10			\$14.67/hr		
7/1/10	\$13.83/hr	\$14.60/hr			
1/1/11			\$15.00/hr	\$15.41/hr	
7/1/11	\$14.14/hr	\$14.93/hr			
1/1/12			\$15.34/hr	\$15.76/hr	\$16.19/hr

Intermittent

Effective Date		Spec Adj #1*	Spec Adj #2**	Spec Adj #3***
7/1/07	\$12.50/hr			
1/1/08	\$12.75/hr			
7/1/08	\$13.12/hr			
7/1/09	\$13.53/hr			
1/1/10		\$13.90/hr		
7/1/10	\$13.83/hr			
1/1/11		\$14.21/hr	\$14.60/hr	
7/1/11	\$14.14/hr			
1/1/12		\$14.53/hr	\$14.93/hr	\$15.34/hr

* For employees who have been compensated for 1000 hours or more since 7/1/07

** For employees who have been compensated for at least 1000 hours since Special Adj #1

*** For employees who have been compensated for at least 1000 hours since Special Adj #2

Recreation Assistant, Code 2498D
 (previously classified as Recreation Assistant III)

Effective Date		Spec Adj #1*	Spec Adj #2**	Spec Adj #3***
7/1/07	\$15.06/hr			
1/1/08	\$15.36/hr			
7/1/08	\$15.82/hr			
7/1/09	\$16.29/hr			
1/1/10		\$16.74/hr		
7/1/10	\$16.66/hr			
1/1/11		\$17.12/hr	\$17.59/hr	
7/1/11	\$17.03/hr			
1/1/12		\$17.50/hr	\$17.98/hr	\$18.47/hr

* For employees who have been compensated for 1000 hours or more since 7/1/07

** For employees who have been compensated for at least 1000 hours since Special Adj #1

*** For employees who have been compensated for at least 1000 hours since Special Adj #2

Recreation Instructor

	7/1/07	7/1/08	7/1/09	7/1/10	7/1/11
2499C	\$11.25/hr	\$11.50/hr	\$12.00/hr	Pay level eliminated	
2499D	\$12.50/hr	\$12.60/hr	\$14.38/hr	\$14.70/hr	\$15.13/hr
2499E	\$15.00/hr	\$15.15/hr	\$15.35/hr	\$15.50/hr	\$15.80/hr
2499F	\$17.50/hr	\$17.65/hr	\$17.85/hr	\$18.15/hr	\$18.40/hr
2499H	\$20.00/hr	\$20.20/hr	\$20.45/hr	\$20.75/hr	\$21.00/hr
2499J	\$22.50/hr	\$22.70/hr	\$22.95/hr	\$23.30/hr	\$23.65/hr

Employees may request consideration in writing of assignment to a higher level of pay. Management will give consideration of the request, and provide a response in writing.

Special Salary Adjustments

Effective 1/1/10

	Adj #1*
2499C	\$12.33/hr
2499D	\$14.78/hr
2499E	\$15.77/hr
2499F	\$18.34/hr
2499H	\$21.01/hr
2499J	\$23.58/hr

Effective 1/1/11

	Adj #1*	Adj #2**
2499D	\$15.10/hr	\$15.52/hr
2499E	\$15.93/hr	\$16.36/hr
2499F	\$18.65/hr	\$19.16/hr
2499H	\$21.32/hr	\$21.91/hr
2499J	\$23.94/hr	\$24.60/hr

Effective 1/1/12

	Adj #1*	Adj #2**	Adj #3***
2499D	\$15.55/hr	\$15.97/hr	\$16.41/hr
2499E	\$16.23/hr	\$16.68/hr	\$17.14/hr
2499F	\$18.91/hr	\$19.43/hr	\$19.96/hr
2499H	\$21.58/hr	\$22.17/hr	\$22.78/hr
2499J	\$24.30/hr	\$24.97/hr	\$25.66/hr

* For half-time employees and intermittent employees who have been compensated for 1000 hours or more since 7/1/07

** For half-time employees and intermittent employees who have been compensated for 1000 hours or more since Special Adjustment #1

*** For half-time employees and intermittent employees who have been compensated for 1000 hours or more since Special Adjustment #2

Day Camp Director I

	7/1/07	7/1/08	7/1/09	7/1/10	7/1/11
0835A	\$14.00/hr	\$14.15/hr	\$14.38/hr	\$14.70/hr	\$15.13/hr
0835B	\$15.50/hr	\$15.65/hr	\$15.80/hr	\$16.00/hr	\$16.30/hr

Special Salary Adjustments

Effective 1/1/10

	Adj #1*
0835A	\$14.78/hr
0835B	\$16.23/hr

Effective 1/1/11

	Adj #1*	Adj #2**
0835A	\$15.10/hr	\$15.52/hr
0835B	\$16.44/hr	\$16.89/hr

Effective 1/1/12

	Adj #1*	Adj #2**	Adj #3***
0835A	\$15.55/hr	\$15.97/hr	\$16.41/hr
0835B	\$16.75/hr	\$17.21/hr	\$17.68/hr

* For employees who have been compensated for 1000 hours or more since 7/1/07

** For employees who have been compensated for at least 1000 hours since Special Adj #1

*** For employees who have been compensated for at least 1000 hours since Special Adj #2

Day Camp Director II

	7/1/07	7/1/08	7/1/09	7/1/10	7/1/11
0835C	\$17.00/hr	\$17.15/hr	\$17.35/hr	\$17.55/hr	\$17.85/hr
0835D	\$18.50/hr	\$18.65/hr	\$18.85/hr	\$19.15/hr	\$19.45/hr
0835E	\$20.00/hr	\$20.20/hr	\$20.45/hr	\$20.75/hr	\$21.00/hr
0835F	\$21.50/hr	\$21.80/hr	\$22.00/hr	\$22.30/hr	\$22.60/hr

Special Salary Adjustments

Effective 1/1/10

	Adj #1*
0835C	\$17.83/hr
0835D	\$19.37/hr
0835E	\$21.01/hr
0835F	\$22.61/hr

Effective 1/1/11

	Adj #1*	Adj #2**
0835C	\$18.03/hr	\$18.53/hr
0835D	\$19.68/hr	\$20.22/hr
0835E	\$21.32/hr	\$21.91/hr
0835F	\$22.91/hr	\$23.54/hr

Effective 1/1/12

	Adj #1*	Adj #2**	Adj #3***
0835C	\$18.34/hr	\$18.85/hr	\$19.37/hr
0835D	\$19.98/hr	\$20.53/hr	\$21.09/hr
0835E	\$21.58/hr	\$22.17/hr	\$22.78/hr
0835F	\$23.22/hr	\$23.86/hr	\$24.52/hr

* For employees who have been compensated for 1000 hours or more since 7/1/07

** For employees who have been compensated for at least 1000 hours since Special Adj #1

*** For employees who have been compensated for at least 1000 hours since Special Adj #2

Art Instructor – Code 2452

	7/1/07	7/1/08	7/1/09	7/1/10	7/1/11
2452A	\$13.30/hr	\$13.96/hr	\$14.38/hr	\$14.70/hr	\$15.13/hr
2452B	\$15.00/hr	\$15.15/hr	\$15.35/hr	\$15.50/hr	\$15.80/hr
2452C	\$17.50/hr	\$17.65/hr	\$17.85/hr	\$18.15/hr	\$18.40/hr
2452D	\$20.00/hr	\$20.20/hr	\$20.45/hr	\$20.75/hr	\$21.00/hr
2452E	\$22.50/hr	\$22.70/hr	\$22.95/hr	\$23.30/hr	\$23.65/hr

Codes A through E will be assigned based on level of skill and education.

Employees may request consideration in writing of assignment to a higher level of pay. Management will give consideration of the request, and provide a response in writing.

Special Salary Adjustments

Effective 1/1/10

	Adj #1*
2452A	\$14.78/hr
2452B	\$15.77/hr
2452C	\$18.34/hr
2452D	\$21.01/hr
2452E	\$23.58/hr

Effective 1/1/11

	Adj #1*	Adj #2**
2452A	\$15.10/hr	\$15.52/hr
2452B	\$15.93/hr	\$16.36/hr
2452C	\$18.65/hr	\$19.16/hr
2452D	\$21.36/hr	\$21.95/hr
2452E	\$23.94/hr	\$24.60/hr

Effective 1/1/12

	Adj #1*	Adj #2**	Adj #3**
2452A	\$15.55/hr	\$15.97/hr	\$16.41/hr
2452B	\$16.23/hr	\$16.68/hr	\$17.14/hr
2452C	\$18.91/hr	\$19.43/hr	\$19.96/hr
2452D	\$21.58/hr	\$22.17/hr	\$22.78/hr
2452E	\$24.30/hr	\$24.97/hr	\$25.66/hr

* For employees who have been compensated for 1000 hours or more since 7/1/07

** For employees who have been compensated for at least 1000 hours since Special Adj #1

*** For employees who have been compensated for at least 1000 hours since Special Adj #2

Art Instructor – Code 2433

	7/1/07	1/1/08	7/1/08	7/1/09	7/1/10	7/1/11
2433	\$25.00/hr	\$25.50/hr	\$26.00/hr	\$26.50/hr	\$27.00/hr	\$27.50/hr

Preparation time will be assigned, as needed, by management and paid on a prorated basis based on the hourly rate. In accordance with FLSA, all employees will be paid for actual time worked.

Special Salary Adjustments

Effective 1/1/10

	Adj #1*
2433	\$27.23/hr

Effective 1/11/11

	Adj #1*	Adj #2**
2433	\$27.74/hr	\$28.51/hr

Effective 1/1/12

	Adj #1*	Adj #2**	Adj #3***
2433	\$28.26/hr	\$29.03/hr	\$29.83/hr

* For employees who have been compensated for 1000 hours or more since 7/1/07

** For employees who have been compensated for at least 1000 hours since Special Adj #1

*** For employees who have been compensated for at least 1000 hours since Special Adj #2

Observatory Lecturer

	7/1/07	1/1/08	7/1/08	1/1/08	7/1/09	1/1/10	1/1/11
0848A	\$25.00/hr	\$25.00/hr	\$25.00/hr	\$25.00/hr	\$25.00/hr	\$25.00/hr	\$25.00/hr
0848B	\$30.00/hr	\$31.00/hr	\$31.50/hr	\$32.50/hr	\$33.00/hr	\$34.00/hr	\$35.00/hr
0848C	\$60.00/hr	\$60.00/hr	\$60.00/hr	\$60.00/hr	\$60.00/hr	\$60.00/hr	\$60.00/hr
0848D	\$100.00/hr	\$100.00/hr	\$100.00/hr	\$100.00/hr	\$100.00/hr	\$100.00/hr	\$100.00/hr

Pay Level A

When assigned by Observatory management, performs research and/or assists with writing shows or lectures for presentation at Planetarium or Leonard Nimoy Event Horizon Theater. The work product to be delivered will be specified by Observatory management; or attendance at staff meetings outside of assigned work hours.

Pay Level B

Training, rehearsal, or presentation of fully-automated program/lecture. Limited interaction with projection or audio equipment may be required.

Pay Level C

Presentation of program/lecture requiring use of Samuel Oschin Planetarium projection and/or audio equipment for at least 50% of the program length.

Pay Level D

Presentation of specialized, limited engagement program/lecture, as assigned by Observatory management.

Pursuant to the salary limitations in Charter Section 1001(d)(3), employees in the class of Observatory Lecturer may not be eligible to transition to half-time status pursuant to Article 9.1 of this MOU.

Special Salary Adjustments - Pay Level B Only

Effective Date	Adj #1*	Adj #2**	Adj #3***
1/1/10	\$33.91/hr		
1/1/11	\$34.94/hr	\$35.90/hr	
1/1/12	\$35.96/hr	\$36.95/hr	\$37.97/hr

* For employees who have been compensated for 1000 hours or more since 7/1/07

** For employees who have been compensated for at least 1000 hours since Special Adj #1

*** For employees who have been compensated for at least 1000 hours since Special Adj #2

LETTER OF AGREEMENT

2007-2012 MEMORANDUM OF UNDERSTANDING

Mutual Commitment to LA's Future

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

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

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

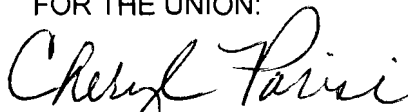
This letter of agreement does not confer the right to modify the terms and conditions of this MOU or to restrict the rights the parties have by law.

Economic Reopener

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

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

FOR THE UNION:



Cheryl Parisi
Executive Director
AFSCME District Council 26

12/10/07
Date

FOR THE CITY:



Karen L. Sisson
City Administrative Officer

12/10/07
Date

IMPLEMENTING MUTUAL GAINS BARGAINING

TA
K&K
9/30/07

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

TA
9/30/07

1. SAFETY COMMITTEE

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

MEF
9/30/07

L.R.
9/30/07

2. PART-TIME WORKERS COMMITTEE

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

MEF

9/30/07

9/30/07

3. BONUS AND CODES COMMITTEE

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

GAINS SHARING JLMC

TA
KST
9/30/07

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

TA
CP
9/30/07

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

SP
9/30/07

C.R.
9/30/07

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

MF
9/30/07

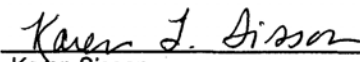
The Gains Sharing Committee will report semi-annually to the EERC on progress made on all cost savings. The table below provides goals for total annual, ongoing savings.

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

LETTER OF INTENT

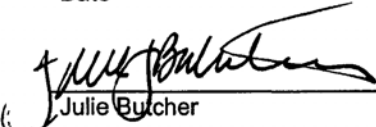
The Coalition of Unions and City Management have engaged in the mutual gains process to reach resolution on Memoranda of Understanding (MOU). The parties agree to continue the mutual gains process in the Part-Time Subcommittee as it relates to addressing the issue of reviewing the termination of part-time employees.


Cheryl Parisi

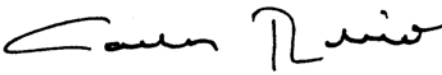

Karen Sisson

09/30/07
Date

9/30/07
Date


Julie Butcher

09/30/07
Date


Carlos Rubio

9/30/07
Date

**CITY OF LOS ANGELES
DEPARTMENT OF RECREATION AND PARKS**

DATE: August 24, 2005

TO: ALL SUPERVISORS

FROM: HAROLD T. FUJITA, Director of Human Resources 

SUBJECT: **CHANGE IN PROCESS FOR TERMINATING A PART-TIME EMPLOYEE**

Until now, the process to terminate a part-time employee provided you with the flexibility to take a part-time employee off the schedule before submitting any termination paperwork (including the "Notice of Vacancy and/or Request for Certification" -- aka the Form 900). This process has caused some problems.

There have been occasions when your management and the Human Resources Division were not informed of part-time terminations. In too many cases the required termination paperwork has taken too long to reach the Human Resources Division. In other instances the required termination paperwork has failed to arrive in the Human Resources Division altogether and, while such instances have been exceptional, they have caused a significant labor relations problem. In fact, during recent contract negotiations a union stated that it believes some of our supervisors are "furloughing" part-time employees under some pretext and the employees never hear from the Department again. If "furloughing" is occurring, it is not acceptable and is the result of failure on the part of a supervisor to appropriately carry out his/her full supervisory responsibilities. Addressing these problems, whether real or perceived, necessitates changing the process for terminating part-time employees.

Therefore, whenever you find it necessary to recommend the termination of a part-time employee ***you are required hereafter to provide your Liaison Analyst in the Human Resources Division with a fully completed Form 900 signed by your District Supervisor before taking the part-time employee off the schedule.***

For purposes of ensuring that part-time employees who merit termination are removed in a timely manner, your District Supervisor is authorized to fax a fully completed Form 900 signed by him/her to your Liaison Analyst in the Human Resources Division (fax to 213 928-9210). District Supervisors are requested to keep fax-transmission records that document the transmission of such Form 900s.

August 24, 2005
CHANGE IN PROCESS
Page 2

Once the completed Form 900 signed by your District Supervisor is received by your Liaison Analyst, the District Supervisor will be contacted by phone no later than the next working day and notified whether or not removal of the employee from schedule is approved.

At that time, additional information or clarification related to the termination request may be requested of you and/or the District Supervisor as was the case in the past.

While receipt via fax of a fully completed and signed Form 900 in the Human Resources Division will be considered as approval by the District Supervisor to proceed with the termination, the original typed and signed Form 900 must still be sent to Mail Stop 625/24 in a timely manner.

Exceptions to this revised process will be allowed for cases wherein any reasonable person would consider the immediate removal of a part-time employee from work necessary to ensure the safety of the public or workforce. Whenever warranted you must notify executive management and the Park Ranger Division of the major incident or emergency situation via the established protocol. If you are not clear on what that protocol includes or who it requires be contacted, please speak with your District Supervisor.

Please contact your Liaison Analyst should you have any questions in this matter. Thank you.

cc: AGMs
Superintendents
Principals
District Supervisors