

**MEMORANDUM OF UNDERSTANDING
FOR JOINT SUBMISSION TO
THE CITY COUNCIL REGARDING THE
SUPERVISORY BUILDING TRADES AND RELATED EMPLOYEES
REPRESENTATION UNIT (MOU #13)**

THIS MEMORANDUM OF UNDERSTANDING (hereinafter referred to as MOU) made and entered into this 6th day of December 2007.

BY AND BETWEEN

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

AND THE

LOS ANGELES/ORANGE COUNTIES BUILDING AND CONSTRUCTION TRADES COUNCIL, AFL-CIO (hereinafter referred to as "UNION")

SEPTEMBER 1, 2007 – JUNE 30, 2012

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SECTION 1.0 GENERAL PROVISIONS

ARTICLE 1.1 RECOGNITION

On December 19, 1973, the Los Angeles/Orange Counties Building and Construction Trades Council, AFL-CIO, was certified by the Employee Relations Board (hereinafter referred to as "ERB") as the majority representative of employees in the Supervisory Building Trades and Related Employees Representation Unit (hereinafter referred to as "Unit"). Accordingly, Management recognizes the Los Angeles/Orange Counties Building and Construction Trades Council, AFL-CIO (hereinafter referred to as "Union") as the exclusive representative of the employees in said Unit.

The term "employee" or "employees" as used herein, shall refer only to the employees in the classifications listed in the salary Appendices, as well as such employees as are in classes of positions subsequently accreted to the Unit.

The term "Union Credentialed Representative" means a full-time Union Staff Representative designated by the Los Angeles/Orange Counties Building and Construction Trades Council to represent employees in this Unit.

ARTICLE 1.2 IMPLEMENTATION OF MEMORANDUM OF UNDERSTANDING

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

- A. The Union has notified the City Administrative Officer (hereinafter referred to as CAO) in writing that it has approved this MOU in its entirety.
- B. The determining bodies and the heads of those departments, offices, or bureaus represented herein have approved this MOU in its entirety in the manner required by law, and they have taken such other actions as might be required to fully implement the provisions of this MOU.
- C. The City Council has: (1) approved this MOU in its entirety; (2) amended applicable provisions of the Los Angeles Administrative Code (hereinafter referred to as LAAC); (3) amended departmental personnel ordinances and applicable codes; and (4) appropriated the funds necessary to implement those provisions which require funding.

ARTICLE 1.3 OBLIGATION TO SUPPORT

The Union and Management agree, during the period this MOU or any amendments hereto are being considered by the Mayor, City Council, Council Committees, or the heads of those departments, offices or bureaus who are parties hereto, that neither Management, the Union, nor their authorized representatives, will communicate with any of the aforementioned public officials to advocate any addition, deletion, or other change to the terms and conditions of this MOU. However, this Article shall neither preclude Management, the Union nor any of their authorized representatives from communicating with said public officials to advocate the adoption of this MOU.

ARTICLE 1.4 FULL UNDERSTANDING

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

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

Notwithstanding the foregoing:

- C. No alteration, variation, waiver, modification or amendment of any of the Articles, terms, or provisions requiring approval of the City Council contained herein, shall in any manner be binding upon the Union or Management unless and until jointly recommended in writing to the City Council, and approved and implemented in accordance with Article 1.2

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

ARTICLE 1.5 TERM

The term of this MOU shall commence on the date when the terms and conditions for its effectiveness, as set forth in Article 1.2 have been met, but in no event shall this MOU

become effective prior to 12:01 a.m. on September 1, 2007. This MOU shall expire and otherwise be fully terminated at 11:59 p.m. on June 30, 2012.

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

ARTICLE 1.6 CALENDAR FOR SUCCESSOR MEMORANDUM OF UNDERSTANDING

Should either the Union or Management desire a successor MOU, that party shall serve upon the other during the period from March 1, 2012, through March 31, 2012, its written proposals for such successor MOU. Negotiations shall begin no later than thirty (30) calendar days following the receipt of the Union's proposals.

ARTICLE 1.7 CITY - UNION RELATIONSHIP

A. Continuity of Service to the Public

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

B. Mutual Pledge of Accord

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

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

C. No Strike - No Lockout

In consideration of the mutual desire of the parties to promote and ensure harmonious relations and in consideration of the Mutual Pledge of Accord, the City agrees that there shall be no lockout or the equivalent of members of the Union, and the Union and its members agree that there shall be no strike or other concerted action resulting in the withholding of service by the members during the term of this MOU. Should such a strike or concerted action by Union members occur, the Union shall immediately instruct its members to return to work. It is mutually understood and agreed that the City has the absolute right to impose discipline and, in that regard, shall have the right to take disciplinary action, including discharge, against any employee who participates in any manner in any strike or slowdown, withholding of services, picketing in support of a strike, or other concerted action. The curtailing of operations by the City in whole or part for operational or economic reasons shall not be construed as a lockout.

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

ARTICLE 1.8 MANAGEMENT RIGHTS

Responsibility for management of the City and direction of its work force is vested in City officials and department heads whose powers and duties are specified by law. In order to fulfill this responsibility, it is the exclusive right of City management to determine the mission of its constituent departments, offices, and boards, set standards of services to be offered to the public, and exercise control and discretion over the City's organization and operations. It is also the exclusive right of City management to take disciplinary action for proper cause, relieve City employees from duty because of lack of work or other legitimate reasons and determine the methods, means and actions to maintain uninterrupted service to the community and carry out its mission in emergencies; provided, however, that the exercise of these rights does not preclude employees or their representative from consulting or raising grievances about the practical consequences that decisions on these matters may have on wages, hours, and other terms and conditions of employment.

ARTICLE 1.9 INCLUSION OF NEW CLASSES

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

ARTICLE 1.10 PROVISIONS OF LAW AND SEPARABILITY

The parties agree that this MOU is subject to all applicable Federal and State laws, the City Charter, City ordinances, and any lawful rules and regulations enacted by the Civil Service Commission, ERB, or similar independent commissions of the City. If any Article, part, or provision of this MOU is in conflict with such applicable provisions of Federal, State, local law, or the Charter of the City of Los Angeles, or is otherwise held to be invalid or unenforceable by any court of competent jurisdiction, said Article, part, or provision shall be suspended and superseded by such applicable law or regulations and the remainder of this MOU shall not be affected hereby.

SECTION 2.0 ASSOCIATION/EMPLOYEE RELATIONS

ARTICLE 2.1 UNIT INFORMATION

Management will provide the Union each thirty (30) calendar days with a list of employees in alphabetical order, their employee numbers, class titles and department, office or bureau, as well as division if such information is available. In addition, a listing by class title of employees in order of hire date in class shall be provided within six months from the effective date of this MOU and each ninety (90) days thereafter. Home addresses shall be provided each ninety (90) days.

ARTICLE 2.2 BULLETIN BOARDS

Section I

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

- A. Notices of Union meetings.
- B. Notices of elections and their results.
- C. Notices of Union recreational and social events.
- D. Notices of official Union business
- E. Any other communication which has received the prior approval of the Departmental Management Representative where such material is to be posted.

Section II

All communications prior to being posted shall be identified with an official stamp of the Union, initialed by a Union Credentialed Representative and, if requested by Management, submitted to the management representative of a department, office or bureau for posting within twenty-four (24) hours of submission.

Section III

The Union shall place a removal date on all materials to be posted.

ARTICLE 2.3 EMPLOYMENT OPPORTUNITIES

The Personnel Department will mail to the Union copies of all recruitment bulletins, weekly summary of promotional examinations and job transfer opportunities. Tentative examination bulletins approved by the Head of the Examining Division of the Personnel Department will be mailed two (2) calendar days prior to the date that said bulletins are scheduled to be approved by the Civil Service Commission.

ARTICLE 2.4 ACTIONS BY EMPLOYEE RELATIONS BOARD (ERB)

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

ARTICLE 2.5 USE OF CITY FACILITIES

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

ARTICLE 2.6 WORK ACCESS

A Union Credentialed Representative shall have access to the facilities of the departments, offices or bureaus represented herein during normal working hours for the purpose of assisting employees covered under this MOU in the presenting of grievances when such Union assistance is requested by the grievant(s), or in investigating matters arising out of the application of the provisions of this MOU. Said Representative shall request authorization for such visit by contacting the management representative of the head of the

department, office or bureau affected. In the event immediate access cannot be authorized, the Management Representative shall notify the Union Credentialed Representative and arrange access as soon as possible.

The Union shall give to all heads of departments, offices or bureaus represented herein and the CAO a written list of its Union Credentialed Representatives, which list shall be kept current by the Union.

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

ARTICLE 2.7 EMPLOYEE RELATIONS

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

ARTICLE 2.8 PAYROLL DEDUCTIONS

- A. During the term of this MOU, and upon compliance with such rules and regulations as the Controller may establish, Union dues and such other deductions as may be lawfully permitted and agreed to by Management and the Union, shall be deducted by the Controller biweekly in twenty-four (24) increments from the salary of each employee in the Unit who files with the Controller a written authorization that such deductions be made. A fee of nine cents (\$.09) for the processing of each deduction taken will be assessed by the Controller and deducted biweekly. Remittance to the Union of the aggregate amount of such deductions less the aggregate amount of the charges assessed will be made by the Controller within thirty (30) working days after the end of the month in which said deductions were effected.

- B. Notwithstanding any provisions of Article 2, Section 4.203 of the Los Angeles Administrative Code to the contrary, commencing January 1, 1978, payroll deductions requested by employees in this Unit for the purpose of becoming a member and/or to obtain benefits offered by any bargaining organization other than the Los Angeles/Orange Counties Building Trades Council will not be accepted by the Controller. For the purpose of this provision bargaining organization means any organization of employees whose responsibility or goal is to represent employees in the City's meet and confer process.

- C. Notwithstanding the provisions of paragraph B above to the contrary, any employee who occupies a position in a classification listed in the Salary Appendices (and indicated by *) may request payroll deduction for the purpose of becoming a

member and/or to obtain benefits offered by the International Union of Operating Engineers, Local 501, AFL-CIO. The nine cent (\$.09) per deduction processing fee shall be paid by Local 501.

- D. Notwithstanding any provisions of Article 2, Section 4.203 of the Los Angeles Administrative Code to the contrary, an employee's request to cancel his/her dues withholding authorization shall be processed by the Controller to be effective on the ending of the first complete pay period following the earlier of the next January 1 or July 1.
- E. The Union agrees to indemnify and hold harmless the City against all claims, including costs of suits and reasonable attorneys fees and/or other forms of liability arising from the implementation of the provisions of this Article.

ARTICLE 2.9 JOB SECURITY

No Unit employee shall be terminated from employment or shall have a reduction in hours, nor shall Unit staff levels be reduced due to work normally performed by Unit employees being contracted out. This provision is exclusive of Hiring Hall employees.

ARTICLE 2.10 REVISION OF CLASS SPECIFICATIONS

The Personnel Department will consult, upon request, with Union Credentialed Representatives prior to recommending substantive changes to class specifications covering employees in the Unit.

SECTION 3.0 GRIEVANCES

ARTICLE 3.1 GRIEVANCE PROCEDURES

The following procedure shall apply to all grievances filed on September 1, 2007 through December 31, 2007:

Section I - Definitions

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

Section II - Responsibilities and Rights

- A. Nothing in this grievance procedure shall be construed to apply to matters for which an administrative remedy is provided before the Civil Service Commission. Where a matter within the scope of this grievance procedure is alleged to be both a grievance and an unfair labor practice under the jurisdiction of the ERB, the employee may elect to pursue the matter under either the grievance procedure herein provided, or by action before ERB. The employee's election of either procedure shall constitute a binding election of the remedy chosen and a waiver of the alternative remedy.
- B. No grievant shall lose his/her right to process his/her grievance because of Management-imposed limitations in scheduling meetings.
- C. The grievant has the responsibility to discuss his/her grievance informally with his/her immediate supervisor. The immediate supervisor will, upon request of a grievant, discuss the grievance with him/her at a mutually satisfactory time. The grievant may be represented by a representative of his/her choice in the informal discussion with his/her immediate supervisor, and in all formal review levels; provided, however that such representative may not be a staff representative of any other certified bargaining organization.
- D. The time limits between steps of the grievance procedure provided herein may be extended by mutual agreement, or by mutual agreement, the grievant and Management may waive one or more levels of review
- E. Management shall notify the Union of any formal grievance filed that involves the interpretation and/or application of the provisions of this MOU, and a Union Credentialed Representative shall have the right to be present at any formal grievance meeting concerning such a grievance. If said Representative elects to attend such grievance meeting, he/she shall inform the head of the department, office or bureau of his/her intention. The Union will be notified of the resolution of all other formal grievances.

Section III - Procedure

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

Step 1 - Informal Discussion

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

based occurred. Said ten (10) calendar days may be waived by mutual consent of the parties involved.

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

Step 2 - First Level of Review

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

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

Step 3 - Second Level of Review

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

If such written notice is served, said person shall meet with the grievant, and a written decision or statement of the facts and issues shall be rendered to the grievant and 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 4 - General Manager/Commission Review (Third Level of Review)

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

designee, or in the case of departments under the administrative control of a board of commissioners, by the Commission or the General Manager or their designee, as shall be determined by the head of the department involved. The General Manager/Commission or their designee will afford the parties an opportunity to present oral and/or written arguments on the merits of the grievance and shall render to the grievant and his/her representative, if any, a written decision within 120 calendar days of such notice being served.

Step 5 - Arbitration

If the written decision at Step 4 does not settle the grievance, and the grievant and the Union jointly determine that they desire arbitration, the Union shall serve upon the head of the department, office or bureau a copy of the request for arbitration at the same time as the original is filed with ERB. The request for arbitration must be filed within seven (7) calendar days following the date of service of the written decision of the General Manager/Commission or their designee. Failure of the grievant to serve such written request within said period shall constitute a waiver of the grievance.

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

- 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 ERB, unless the parties hereto agree to other rules or procedures for the conduct of such arbitration. The fees and expenses of the arbitrator shall be shared equally by the parties involved, it being mutually understood that all other expenses including, but not limited to, fees for witnesses, transcripts, and similar costs incurred during such arbitration, will be the responsibility of the parties incurring them.
- B. The decision of an arbitrator resulting from any arbitration of a grievance hereunder shall be binding upon the parties, except for grievances involving the Department of Fire and Police Pensions, which shall be advisory only
- C. The decision of an arbitrator resulting from any arbitration of grievances hereunder shall not add to, subtract from, or otherwise modify the terms and conditions of this MOU.

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.

GENERAL PROVISIONS

A. BINDING ELECTION OF PROCEDURE

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

B. GRIEVANCE PROCESS RIGHTS

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

C. TIME, TIME LIMITS AND WAIVERS

“Business days” shall be defined as Monday thru Friday, exclusive of City Holidays, as defined in Article 7.7 of this MOU.

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

D. MEDIATION

At any step following the Informal Discussion in the grievance process, the Union or Management may request mediation, by letter to the department’s personnel officer. Within ten (10) business days of receipt of a request for mediation, the receiving party shall either return the request without action or request that the 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.

E. EXPEDITED ISSUES

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

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

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

GRIEVANCE PROCESS

STEP 1 ISSUE IDENTIFICATION AND INFORMAL DISCUSSION

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

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

A. Los Angeles Police Department only

If the grievance is not resolved at Step 2, or the Chief of Police, or designee, fails to respond within the time limit, the grievant may process the grievance to the next level. The employee may serve written notice of the grievance to the Police Commission, or designee, within ten (10) business days following (a) receipt of the written response at Step 3, or (b) the last day of the response period provided for in Step 3. Failure of the grievant to serve such notice shall constitute a waiver of the grievance. The grievance shall be heard by the Commission, or designee, within ten (10) business days of the receipt of the appeal, and a written decision shall be rendered within 30 business days from the date of meeting with the employee.

STEP 4 ARBITRATION

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

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

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.

Los Angeles Police Department only

If the grievance is not resolved at Step 1, or the Chief of Police, or designee, fails to respond within the time limit, the union may process the grievance to the next level. The union may serve written notice of the grievance to the Police Commission, or

designee, within ten (10) business days following (a) receipt of the written response at Step 1, or (b) the last day of the response period provided for in Step 1. Failure of the union to serve such notice shall constitute a waiver of the grievance. The grievance shall be heard by the Commission, or designee, within ten (10) business days of the receipt of the appeal, and a written decision shall be rendered within 30 business days from the date of meeting with the union.

STEP 2

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

ARTICLE 3.2 UNION STEWARDS

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

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

If a 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 undue 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 automatically result in an extension of time limits provided in the grievance procedure herein, equal to the amount of the delay.

Before leaving his/her work location, said representative shall call the grievant's supervisor to determine when the grievant can be made available. Upon arrival, said representative will report to the grievant's supervisor who will make arrangements for the meeting requested.

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

- 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 representative will have established a curriculum and training program that will provide skills for both stewards and front-line supervisors in the processing and resolution of grievances and other workplace issues in a cooperative, problem-solving manner. Upon completion of the program, both Union Stewards and Front-Line Supervisors will be certified.

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

Effective March 1, 2008, certified Stewards shall be authorized to spend up to one (1) hour of City time working to investigate each dispute raised under Article 3.2 of this MOU.

SECTION 4.0 ON THE JOB

ARTICLE 4.1 SAFETY

Section I

Management will make every reasonable effort to provide safe working conditions, and the Union will encourage all employees in the Unit to perform their duties in a safe manner.

Section II

Safety clothing and/or safety devices currently provided by Management will continue to be provided as long as the need exists. The Union will encourage every employee to utilize such safety clothing and safety devices to the extent possible.

Section III

Each employee shall be responsible for reporting promptly to his/her immediate supervisor any unsafe practice or condition observed. The employee shall be advised immediately of the action that will be taken by the supervisor.

ARTICLE 4.2 PERSONNEL FOLDERS

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

No disciplinary document shall be placed in an employee's official departmental personnel folder prior to providing said employee with a copy thereof. This provision shall not apply to documents placed in said folder prior to July 1, 1975.

After a disciplinary or adverse document has been in an employee's personnel folder for a period of one year, Management may, upon the employee's request, place a statement in the employee's personnel folder, showing that the employee's performance has improved.

A written reprimand or "Notice to Correct Deficiencies" may be sealed upon the written request of an affected employee if he/she has not been involved in any subsequent incidents that resulted in written corrective counseling or other management action for a period of four (4) years from the date the most recent notice was issued or management action taken. (It is mutually understood that in the Police Department a "Notice to Correct Deficiencies" is not considered a form of discipline and a copy is not placed in the departmental personnel folder. Written reprimands will not be sealed in the Police Department. Employees may request, instead of sealing, that such documents be stored separately from the official departmental personnel folder. These documents shall be accessible only to selected departmental personnel.)

If sealing or removal to separate storage is not approved, the reason for denial of the request shall be discussed with the employee. Written requests and responses, and the reasons for not sealing the document(s) shall not be placed in the personnel folder and shall not be grievable.

The existence of all documents, including sealed or separately stored documents, must be acknowledged by the department and be available upon subpoena and to selected City personnel.

ARTICLE 4.3 PERFORMANCE EVALUATIONS

- A. The Supervisor who signs an employee's performance evaluation, shall have been in a position to review the employee's work for a reasonable period of time during the evaluation period. If the employee has worked under more than one supervisor for a significant period of time during an evaluation period, the rating shall reflect the opinion of each such supervisor.

- B. An annual performance evaluation that has been appealed shall not be placed in an employee's personnel file until it has been determined whether the evaluation will be changed.

ARTICLE 4.4 REIMBURSEMENT FOR LOST OR STOLEN TOOLS

The depreciation schedule for approved reimbursement claims involving lost or stolen employee owned tools, which are required for the job, shall consist of the current market replacement cost less five dollars (\$5.00) per incident. All other procedures and requirements for such claims shall remain in accordance with Section 4.106 of the Los Angeles Administrative Code and City Administrative Officer Rule No. 26.

ARTICLE 4.5 LICENSE FEES

- A. Subject to such rules and regulations as the Controller may establish, the Department of Building and Safety shall waive its usual fee or charge for any license or permit an employee in this unit is required to possess to operate equipment in the performance of his/her duties. Such license or permit shall be limited to cover work performed for the City
- B. Unit employees who are required by their appointing authority to obtain and maintain a valid class A or B California Drivers license, not otherwise required as a condition of employment, shall be reimbursed by his/her appointing authority for the fees required to obtain such license(s).

Nothing herein shall obligate the City to pay for licenses which may become a condition of employment by mandate of the state or other regulatory agency subsequent to an employee's date of employment or the operative date of this MOU, whichever is applicable.

ARTICLE 4.6 CASH PAYMENT BONUS

- A. The City will provide a cash payment of \$1,300 for each fiscal year during the term of the contract to each full-time employee in this Unit who was on active payroll status on September 1 of the appropriate fiscal year.
- B. The payment will be made by separate check not later than December 31st of the appropriate fiscal year.
- C. These funds are subject to State and Federal taxation.
- D. These payments will cover the cost of tool maintenance and replacement.

SECTION 5.0 WORK SCHEDULES

ARTICLE 5.1 WORK SCHEDULE

Pursuant to the Fair Labor Standards Act (FLSA), employees shall have a fixed workweek that consists of a regular recurring period of 168 consecutive hours (seven 24-hour periods) which can begin and end on any day of the week and at any time of the day. Notwithstanding the provisions of Los Angeles Administrative Code Section 4.108, Management may assign employees to work a four/ten, five/forty, nine/eighty or other work schedule. Management shall have the right to refuse an employee's request to work a four/ten, nine/eighty, or other modified work schedule, and to require the reversion to a five/forty work schedule, providing that the exercise of such right is not arbitrary, capricious or discriminatory. The parties further agree that Management may require employees to change their work schedules (change days off, except the split day or working hours) within the same FLSA workweek.

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

SECTION 6.0 COMPENSATION

ARTICLE 6.1 SALARIES

A. The parties to this MOU jointly recommend to the City Council approval of the salary ranges set forth in Appendices A through F Salaries.

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

- Appendix A – July 1, 2007
- Appendix B – January 1, 2008
- Appendix C – July 1, 2008
- Appendix D – July 1, 2009
- Appendix E – July 1, 2010
- Appendix F – July 1, 2011

C. Employees on Five Step Salary Ranges (Full-time or Half-Time Status)

1. Effective January 1, 2010, Unit employees with at least twelve (12) months of service in their current classification at step 5 of the salary range on or after January 1, 2010 shall receive a salary adjustment of 2.75%.

2. Effective January 1, 2011, Unit employees at step 5 of the salary range who received the adjustment provided for in C.1. above shall receive an additional salary adjustment of 2.75% twelve months after receiving the adjustment in C.1.
3. Effective January 1, 2012, Unit employees at step 5 of the salary range who received the adjustment provided for in C.2. above shall receive an additional salary adjustment of 2.75% twelve months after receiving the adjustment in C.2.

The above adjustments shall be included in determining salary step placement under Los Angeles Administrative Code Section 4.91.

In classes where the paygrade description provides for automatic movement to a higher paygrade level after twelve months, if the effective date of the upgrade is the same day as the effective date of an adjustment provided for in Subsection C. herein, the adjustment shall be included in determining placement on the range for the higher level paygrade.

D. Employees Compensated at a Flat Hourly Rate (Full-time or Half-Time Status)

1. Effective January 1, 2010, Unit employees in flat-rated classifications shall receive a salary adjustment of 2.75%.
2. Effective January 1, 2011, Unit employees in flat-rated classifications shall receive a salary adjustment of 2.75%.
3. Effective January 1, 2012, Unit employees in flat-rated classifications shall receive a salary adjustment of 2.75%.

E. Employees with Intermittent Status

1. Effective January 1, 2010, Unit employees with intermittent status with at least 1000 hours of compensated time subsequent to July 1, 2007 shall receive a salary adjustment of 2.75%.
2. 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.1. above shall receive an additional salary adjustment of 2.75%.
3. Effective January 1, 2012, Unit employees with intermittent status with 1000 hours of compensated time subsequent to the 2.75% adjustment provided for in E.2. above shall receive an additional salary adjustment of 2.75%.

ARTICLE 6.2 OVERTIME

Section I - Management Authority

Nothing herein is intended to limit or restrict the authority of Management to require any employee to perform overtime work. However, overtime will be ordered and worked only when required to meet the City's public service obligations.

Section II - 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. No employee shall work overtime without prior approval from his or her supervisor. Unofficial overtime (white time) is absolutely prohibited. FLSA non-exempt employees may not work outside of scheduled working hours, or during unpaid meal periods, without the prior written approval of a supervisor, consistent with department policy. Failure to secure prior approval may result in discipline.

Section III - Rate of Overtime Compensation

Operative upon the effective date of this MOU, employees in this unit whose base hourly rate (without bonuses or premiums) is at or below the 5th step base hourly rate for the class of Building Maintenance District Supervisor (Code 3190) in Council-controlled departments shall be paid at the rate of time and one half (1 ½) the employees' regular straight time hourly rate for all hours worked in excess of forty (40) hours in any 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.

Section IV - Overtime Meal Allowance

Whenever the City requires an employee to work at least four (4) hours in excess of the employee's regularly scheduled work shift on a normal work day, or at least four (4) hours in excess of an overtime work shift on a normal work day off, then the employee shall be paid an overtime meal allowance. Said overtime meal allowance shall be \$8.25.

Section V – Compensated Time Off

Employees shall be permitted to accumulate up to 80 hours of compensated time 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. This standard does not apply

to non-FLSA overtime (i.e. overtime earned pursuant to this MOU, but which does not meet the FLSA definition of overtime).

On occasion, employees may accumulate compensated time in excess of 80 hours for a temporary period of time. If an employee does not use the accumulated hours in excess of 80 prior to the end of the fiscal year in which the overtime was worked, Management may require the employee to use such time prior to the end of the fiscal year; require the employee to use such time in lieu of vacation or other leave time; or authorize cash payment. In the event sufficient funds are not available to provide cash compensation for all or a portion of the hours in excess of 80, Management may extend the time limit for use or payment of the excess hours for a period not to exceed one additional fiscal year. In accordance with FLSA, no employee shall lose accumulated time off.

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

ARTICLE 6.3 JURY SERVICE

An employee duly summoned to attend any court of competent jurisdiction for the purpose of performing jury service shall, for those days during which jury service is actually performed and those days necessary to qualify for jury service, receive his/her regular salary. Provided, however, that any jury attendance fees received by an employee who receives his/her regular salary pursuant to this provision, except those fees received for jury service performed on a regular day off or a holiday, shall be paid to the City. Should said employee fail to deposit jury attendance fees as required by this Article within thirty (30) calendar days from the last day of jury service, the affected department, office, or bureau shall notify the Controller of the amount of such non-deposit and the Controller shall deduct an equivalent amount from the employee's paycheck.

During the time the employee is actually reporting for jury service, the head of the department, office, or bureau, or his/her designee will convert the employee's usual shift to a regular five-day, Monday through Friday day shift. The employee will report for work to his/her department, office, or bureau on any day of his/her converted shift that he/she is not required by the Court to perform jury service. The absence of the employee for the purpose of performing jury service shall be deemed to be an authorized absence with pay within the meaning of Section 4.75 of the LAAC.

ARTICLE 6.4 SUBPOENAED WITNESS COMPENSATION

- A. Subject to the exceptions and provisions of paragraphs 2, 3, and 4 of this Article, whenever an employee is subpoenaed to appear as a witness, that employee will be granted a leave of absence with pay calculated pursuant to this Article. Such an

employee will be paid the difference between the pay he/she regularly receives for a normal working day (without considering any potential overtime pay he/she may have received) and the amount he/she receives as witness fees. Any money received as compensation for mileage is not to be considered as a part of the employee's witness fees.

- B. This Article does not apply to any employee:
1. Subpoenaed to appear in any proceeding as a litigant or as an expert witness;
 2. Subpoenaed to appear as a witness in any action brought about as a result of his/her own misconduct, or brought about through his/her connivance;
 3. Making an appearance for which he/she receives compensation in excess of his/her regular earnings; or
 4. Subpoenaed to appear or appearing during his/her off duty hours.
- C. The Police Department may reschedule an employee so that his/her subpoena does not conflict with his/her hours of work; arrange with the subpoenaing authority to place the employee in an "on call" status; or reschedule an employee subpoenaed to appear during off duty hours to alternate hours; and, it is mutually understood that
- D. All Departments other than the Police Department may so reschedule with the consent of the subpoenaed employee.

ARTICLE 6.5 STANDBY PAY

Section I

The following Section I provision is in effect from September 1, 2007 through the end of the payroll period preceding Council adoption of this MOU:

Persons employed in this Unit who are subject to call during the employee's off-duty hours on a regularly scheduled work day or anytime during the employees' regularly scheduled off-duty day, shall receive, when assigned to standby, in addition to any other compensation provided for herein, the sum of \$15.00 for each day of such assignment.

The following Section I provision shall apply to employees assigned to standby on or after the start of the payroll period following Council adoption of this MOU:

Persons employed in this Unit who are subject to call during the employee's off-duty hours on a regularly scheduled work day, or anytime during the employees' regularly scheduled off-duty day, shall receive, when assigned to standby, in addition to any other compensation provided for herein, the sum of \$2.00 for each hour assigned to standby. When called and required to report to work, the employee will be compensated in accordance with Article 6.8 of this MOU. Employees will not receive pay of \$2.00 per hour for any time the employee is receiving call back pay.

Section II

Management will attempt to assign standby as equitably as possible among all qualified employees in the same classification in the same organizational unit and work location. However, Management may consider special skills required to perform particular work in the making of such standby assignments.

Section III

If an employee assigned to standby duty fails to respond when contacted, no compensation shall be paid for that day.

ARTICLE 6.6 MILEAGE

Any employee authorized to use his/her own vehicle, pursuant to Division 4, Chapter 5, Article 2 of the Los Angeles Administrative Code, in the performance of his/her duties, such employee shall be reimbursed for his/her transportation expenses at the rate of **forty eight and one half cents (\$.48½) for each mile** traveled in any biweekly pay period.

During the term of this MOU, the cents per mile reimbursement shall be increased or decreased to an amount equal to the annual standard car mileage allowance as determined by the Internal Revenue Service. The City Administrative Officer shall certify to the Controller appropriate changes, if required, to become effective the beginning of the pay period in which January 1 falls.

ARTICLE 6.7 CALL BACK PAY

The following provisions shall apply to employees called on or after the start of the payroll period following Council adoption of this MOU:

Whenever Management orders an employee to return to duty following the termination of

his/her work shift and departure from his/her work location, the employee shall receive a minimum payment equivalent to four hours of work at the rate of time and one-half (1 ½) his/her regular rate of pay. Compensated time shall begin at the time the employee is called out and end upon completion of the job. This compensated time includes a maximum of one (1) hour travel time to the job location.

ARTICLE 6.8 ACTING PAY ASSIGNMENTS

The following provisions shall apply to employees assigned on or after the start of the payroll period following Council adoption of this MOU:

A. Absence at Higher Level Position

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

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

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

B. Vacant Higher Level Position

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

C. Status Review

Acting pay is not intended as compensation for a long-term out-of-class assignment. When an employee has filled an acting assignment for a period of three (3) months, Management will review the status of the vacancy to determine when the vacancy can be filled through

appropriate measures. Upon request, Management will review the acting assignment with the employee. At that time, the employee may request to be removed from the acting assignment.

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

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

D. Compensation

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

ARTICLE 6.9 LEAD ASSIGNMENT PAY

The following provisions shall apply to employees assigned on or after the start of the payroll period following Council adoption of this MOU:

Non-supervisory employees (employees whose classification or pay grade description does not include supervisory duties) who are designated and assigned by Management to act as lead workers over other employees in the same classification or paygrade, either on a regularly assigned or on a daily basis, shall receive compensation at the second premium level rate (5.5%) above the appropriate step of the salary range prescribed for the class, while so assigned.

The designation, redesignation or removal of a lead assignment shall be a Management prerogative and may occur any time Management deems it appropriate. Such Management decisions shall be final and conclusive and shall not be subject to the grievance procedure herein. Nothing in this Section, however, is intended to deny the premium payment specified herein to an employee who has been assigned, has qualified and has performed the lead assignment in accordance with the provisions of this Article.

ARTICLE 6.10 DISTURBANCE CALLS

The following provisions shall apply to employees called on or after the start of the payroll period following Council adoption of this MOU:

Whenever an employee is contacted while on off-duty status by the Department/City to furnish information or take action needed to maintain the continuity of City business, without the necessity of having to personally report for duty, such employee shall receive a minimum of one hour of compensation at the overtime rate of time and one-half (1 ½) in cash for each such incident. Work in excess of one (1) hour shall be treated in accordance with the call back provisions of the MOU and subject to the following limitation:

Any employee receiving Standby Pay compensation for the same day shall not be eligible to receive compensation under this Article for that day.

SECTION 7.0 BENEFITS

ARTICLE 7.1 HEALTH/DENTAL

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

The sections below are intended to reflect the Flex Program approved on July 17, 1996. 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.

During the term of this MOU, Management agrees to continue to contribute for each full-time employee who is a member of LACERS a subsidy equal to the Kaiser employee plus family rate. Increases in this monthly subsidy shall be effective at the beginning of the pay period in which the Kaiser yearly premium rate change is implemented.

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

Employees who transfer from full-time to half-time under the provisions of Article 7.5, Family and Medical Leave, shall continue to receive the same subsidy as full-time employees and shall be subject to any adjustments applied to that subsidy as provided in this Article.

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

Section II - Dental Plans

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

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

Section III - Definition of Dependent

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

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 the dependents of such domestic partner.

Section IV - General Provisions

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

during this open period will be ineligible to participate in City-sponsored plan unless another open enrollment period is subsequently declared by the Personnel Department.

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

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

Section V - Subsidy During Family and Medical Leave

For an employee who is on family or medical leave, under the provisions of Article 7.5 of this MOU, Management shall continue the City's medical and dental plan subsidies. Employees shall be eligible for such continued subsidy for a maximum of nine (9) pay periods from the qualifying date of the family or medical leave, including the paid and the unpaid portions of the leave. The continuation of the subsidy will be provided only under the following conditions:

- A. The employee shall have been employed continuously by the City for a one year period prior to the beginning of the leave.
- B. The employee shall have been enrolled in a City health plan prior to the beginning of the leave to continue the health plan subsidy. The employee shall have been enrolled in a City dental plan prior to the beginning of the leave to continue the dental plan subsidy.
- C. The City will not continue the subsidy if the employee is covered under a non-City health or dental plan.
- D. The continuance of the health plan subsidy shall include coverage of any new dependent. Employees are responsible for notifying the Employee Benefits Office of any additional dependent(s). Dependents may be added only within 30 days of becoming dependents or during the City's annual open enrollment period.
- E. In accordance with the Family and Medical Leave Act of 1993 (FMLA), employees on unpaid family or medical leave shall not be required to repay the City subsidy (1) upon return to work, or (2) if they terminate City employment following the leave due to a continuing serious health problem or other extenuating circumstances beyond the control of the employee. Should an employee fail to return to work for any other reason, then they shall be required to reimburse the City for the subsidy provided

during the unpaid portion of their leave. Such reimbursement shall be deducted from any compensation owed to the employee upon termination of City employment.

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 7.2 RETIREMENT BENEFITS

A. Benefits

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

B. Procedure for Benefits Modifications

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

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

If agreement is not reached between Management and the organizations representing a majority of the members in the Los Angeles City Employees'

Retirement System as to whether a particular proposal constitutes either a major or a minor modification, the proposal shall be treated as a major modification.

C. Exemptions

The provisions of this Article which provides for an additional two percent (2%) reduction in the employee's retirement contribution rate shall not apply to employees in the classifications listed below. All other retirement benefits including the Beta Retirement Formula and the subsidy of one-half the employee's retirement contribution rates will be continued for employees in these classes.

<u>Code No.</u>	<u>Title</u>
5868	Chief Diesel Plant Operator
3844	Instrument Mechanic Supervisor
3795-1	Mechanical Repair Supervisor I
3795-2	Mechanical Repair Supervisor II
5927	Principal Building Operating Engineer
5927	Principal Building Operating Engineer - Airports
4124	Senior Wastewater Treatment Operator

ARTICLE 7.3 EMPLOYEE BENEFITS

Management's present practices with regard to the following employee benefits will be continued during the term of this MOU. Such practices shall be in accordance with the Sections of the LAAC noted below.

Shift Differential	Sections 4.61, 4.72, 4.74, and 4.75
Military Leave	Section 4.23
Religious Observances	Section 4.121
Family Illness	Section 4.127

ARTICLE 7.4 SICK LEAVE ALLOWANCE

Management's practices with regard to allowances for sick leave shall be in accordance with Sections 4.126, 4.126.2 and 4.128 of the LAAC.

ARTICLE 7.5 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 LAAC Section 4.127), upon the request of the employee, or the designation of Management in accordance with applicable Federal or State law, notwithstanding any other provisions of this MOU or the Los Angeles Administrative Code to the contrary.

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

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

Exception: Under the provisions 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 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 who have been employed by the City for at least 12 months and who have worked 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 care for a sick parent, however, the aggregate period of time to which both are entitled is limited to the time allowed for only one employee.

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

The time limitation 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 (4) 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 facility; or

2. A period of incapacity requiring an absence of greater than three days involving continuing treatment by or under the supervision of a health care provider; or
3. Any period of incapacity (or treatment therefrom) due to a chronic or serious health condition.
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 absence 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 of 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 Los Angeles Administrative Code during the duration of their part-time schedule.

In accordance with the California Family Rights Act (CFRA), leave for the birth, adoption or foster care placement of a child of an employee ("bonding" leave) does not have to be taken in one continuous period of time. Under CFRA, the basic minimum duration of bonding leave is two weeks, and on any two occasions an employee is entitled to such bonding leave for a time period of 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) months (nine [9] pay periods) of leave provided in this Article may be requested, subject to the approval of the appointing authority and, if required, the Personnel Department, as provided under other City leave provisions.
- I. An employee receiving temporary workers' compensation benefits (either IOD or the rate provided in Division IV of the California Labor Code) who meets the eligibility requirements in IIIA of this Article shall automatically be considered to be on family or medical leave, effective the first day of the employee's absence.
- J. Management has the right to verify the certification of a serious health condition by a health care provider for a leave under the provisions of this Article. Management shall allow the employee at least 15 calendar days to obtain the medical certification.
- K. 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 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 or after "bonding"), accrued vacation available at the start of the leave shall be used prior to the use of time under 3, 4, 5 and 6 below.
3. Accrued 100% sick leave. The use of sick leave under this subsection is at the employee's discretion.
4. Accrued 75% sick leave, following use of all 100% sick leave. The use of sick leave under this subsection is at the employee's discretion.
5. Unpaid leave.
6. Accrued compensatory time off may be used at the employee's discretion, with Management approval after exhaustion of 100% sick leave (No. 3 above). However, FLSA compensatory time off shall not be counted against the employee's four (4) month (nine [9] pay periods) family or medical leave entitlement. Therefore, any use of FLSA compensatory time off under this Section shall extend the employee's family or medical leave by the total amount of FLSA compensatory time off used.

B. Childbirth (Father or domestic partner), Adoption, Foster Care, or Family Illness

1. Annual family illness sick leave up to twelve (12) days may be used at the employee's discretion. Such leave may be taken before or after the vacation described in 2 below.
2. Accrued vacation available at the start of the leave shall be taken. Such time must be used prior to the use of time under 3, 4, 5 and 6 below.
3. Accrued 100% sick leave. The use of sick leave under this subsection is at the employee's discretion.
4. Accrued 75% sick leave, following use of all 100% sick leave. The use of sick leave under this subsection is at the employee's discretion.
5. Unpaid leave.
6. Accrued compensatory time off may be used at the employee's discretion, with Management approval after exhaustion of 100% sick leave (No. 3 above). However, FLSA compensatory time off shall not be counted against the employee's four (4) month (nine [9] pay periods) family or medical leave entitlement. Therefore, any use of FLSA compensatory time off under this Section shall extend the employee's family or medical leave by the total amount of FLSA compensatory time off used.

C. Personal Medical Leave

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

5. Accrued compensatory time off may be used at the employee's discretion, with Management approval after exhaustion of 100% sick leave (No. 1 above). However, FLSA compensatory time off shall not be counted against the employee's four (4) month (nine [9] pay periods) family or medical leave entitlement. Therefore, any use of FLSA compensatory time off under this Section shall extend the employee's family or medical leave by the total amount of FLSA compensatory time 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 7.6 PERSONAL LEAVE

Each unit member shall, in addition to all other compensatory time, receive sixteen hours per calendar year as personal leave. Personal leave is defined as any event requiring a member's immediate attention. Personal leave shall only be taken in the calendar year in which it is credited and, if not taken, such time shall be deemed waived and lost. Personal leave may be taken in four-hour increments. No employee shall be entitled to personal leave until after completion of six months of satisfactory service.

Under no circumstances shall such time be compensated in cash upon separating from City service, retirement, transfer to another bargaining unit or any other reason.

ARTICLE 7.7 HOLIDAYS AND HOLIDAY PAY

Notwithstanding any provisions of the Los Angeles Administrative Code that may conflict, 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. Washington's Birthday (the third Monday in February)
 4. Cesar Chavez' Birthday (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. Veterans Day
 10. Thanksgiving Day (the fourth Thursday in November)
 11. The Friday after Thanksgiving Day
 12. Christmas Day
 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. Two unspecified holidays.
- A. When any holiday from 1 through 12 above falls on a Sunday, it shall be observed on the following Monday.
- B. When any holiday from 1 through 12 above falls on a Saturday, it shall be observed on the preceding Friday.
- C. 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.
- D. Whenever a holiday from 1 through 12 above occurs during an employee's regularly scheduled work week, eight (8) hours of paid leave shall be credited for the purpose of computing overtime pay for work performed after forty (40) hours.
- E. Whenever a holiday listed under 13 above occurs during an employee's regularly scheduled work week, the appropriate number of hours of paid leave shall be credited for the purpose of computing overtime pay for work performed after forty (40) hours.
- F. 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 pay

rate for his/her class but such time shall not be included when calculating the employee's work week for overtime pay purposes.

- G. Whenever a holiday falls on an employee's 9/80 or modified day off, the employee shall take an alternated day off within the same calendar week as the holiday.
- H. An employee who works on any holiday above will be compensated at the rate of time and one-half (1½) for each hour worked, in addition to his/her regular compensation for the day, if said employee is in a class, with a prescribed salary range at or below the 5th step of Building Maintenance District Supervisor in Council-controlled departments, 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.

Any employee who is employed in a class with a prescribed salary range above the 5th step of Building Maintenance District Supervisor, who works on any holiday above, shall receive compensation at the rate of one hour for each hour worked on the holiday.

- 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 (A through G above). If such holiday falls on the employee's scheduled day off, an alternative day off in-lieu shall be scheduled within the same calendar week as the holiday.
- J. The additional compensation for work performed on a holiday as provided herein shall not apply to employees whose regular rate of pay is bonused to include pay for holidays worked.
- K. 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.
- L. Each unspecified holiday shall be taken in accordance with the following requirements:
 - 1. The holiday(s) must be taken in one full normal working day increment of eight (8) hours during the calendar year in which it is credited or it will be

forfeited. The request for such time off, if timely submitted by the employee, will be promptly approved by Management subject to the operating needs of the employee's department, office or bureau. If an unforeseen operating requirement prevents the employee from taking such previously approved holiday, Management will reschedule the holiday so that it may be taken on some other reasonably satisfactory date within the calendar year.

2. Any break in service (i.e., resignation, discharge, or retirement) prior to taking the holiday(s) shall forfeit any right thereto.
3. The holiday(s) shall not be utilized to extend the date of any layoff.
4. No employee shall be entitled to any unspecified holiday until he/she has completed six months of service.
5. Employees who work in intermittent, on call, vacation relief, or seasonal positions shall not be entitled to any unspecified holiday(s).
6. No employee shall receive more than two unspecified holidays 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(s) after taking such holiday(s) 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(s) when rehired.

ARTICLE 7.8 VACATION

Operative on September 1, 1994, each employee in this Unit who has completed his/her qualifying year on or after that date shall be entitled to the following number of vacation days with full pay, based on the number of years of City service completed, accrued and credited at the rates indicated, subject to deductions for absences as provided in Section 4.244(g) of the LAAC:

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

ARTICLE 7.9 BEREAVEMENT LEAVE

Management's present practices with regard to allowance for leave because of family deaths will be continued during the term of this MOU except the definition of immediate family shall include grandparents, grandchildren, step-parents, and step-children. Such practices of allowances for leave because of family deaths shall be in accordance with Section 4.127.1 of the Los Angeles Administrative Code.

The definition of the immediate family shall include the domestic partner of an employee, a household member, and the following relatives of an employee's domestic partner: child, grandchild, mother, and 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, 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 imply any other unspecified benefits to such employee, or to the employee's domestic partner, or to the employees household members, or to any other person.

ARTICLE 7.10 WORKERS' COMPENSATION

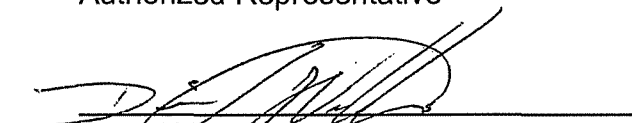
Management agrees to continue providing Workers' Compensation benefits in accordance with Section 4.104 of the Los Angeles Administrative Code, except that salary continuation payments during absences for temporary disability conditions shall be an amount equal to the employee's regular biweekly, take-home pay at the time of incurring the disability condition. For purposes of this Article, take-home pay shall be defined as an employee's biweekly gross salary rate less the mandatory deductions for Federal and State income tax withholding, and employee retirement contribution. 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.

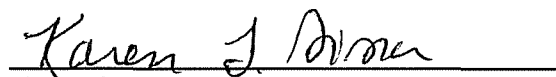
This Article shall be applicable to all injuries incurred after January 1, 1984.

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

Los Angeles/Orange Counties Building and
Construction Trades Council, AFL-CIO,
Authorized Representative

City of Los Angeles, Authorized
Management Representatives



Daniel Villao
Council Representative


Karen L. Sisson
City Administrative Officer

12/06/07
Date:

12/10/07
Date:

As to form:


City Attorney's Office

12/6/2007
Date

APPENDIX A

Operative on July 1, 2007

CLASS CODE	TITLE	SALARY RANGE	
3781	Air Conditioning Mechanic Supervisor	3,176.80	BW
3781 1	Air Conditioning Mechanic Supervisor I	3,040.80	BW
3781 2	Air Conditioning Mechanic Supervisor II	3,176.80	BW
3132	Air Conditioning Technical Advisor	3,352.80	BW
3190	Building Maintenance District Supervisor	3,718.40	BW
3339	Carpenter Shop Supervisor	2,904.00	BW
3346	Carpenter Supervisor	2,904.00	BW
3354	Cement Finisher Supervisor	2,784.00	BW
3689	Communications Electrician Supervisor	3,048.80	BW
3127 1	Construction and Maintenance Supervisor I	3,512.80	BW
3127 2	Construction and Maintenance Supervisor II	3,718.40	BW
3759	Crane Maintenance Supervisor	3,464.80	BW
3131	Electrical Technical Advisor	3,216.00	BW
3865	Electrician Supervisor	3,048.80	BW
3869 1	Elevator Repair Supervisor I	3,160.00	BW
3869 2	Elevator Repair Supervisor II	3,302.40	BW
3731	Mechanical Repair General Supervisor	3,718.40	BW
3426	Painter Supervisor	2,784.00	BW
3426 2	Painter Supervisor II - Harbor	2,899.20	BW
3556	Pile Driver Supervisor	3,036.00	BW
3456 1	Plasterer Supervisor I	2,854.40	BW
3456 2	Plasterer Supervisor II	2,989.60	BW
3446	Plumber Supervisor	3,176.80	BW
3130	Plumbing and Heating Technical Advisor	3,352.80	BW
3687 2	Police Surveillance Specialist II	3,261.60	BW
3478	Roofer Supervisor	2,597.60	BW
3691	Senior Communications Electrician Supervisor	3,199.20	BW
3777	Sheet Metal Supervisor	3,063.20	BW
3419	Sign Shop Supervisor	2,714.40	BW
3839 1	Signal Systems Supervisor I	3,048.80	BW
3839 2	Signal Systems Supervisor II	3,199.20	BW
3840 1	Street Lighting Electrician Supervisor I	3,048.80	BW
3840 2	Street Lighting Electrician Supervisor II	3,199.20	BW
3840 3	Street Lighting Electrician Supervisor III	3,539.20	BW
3821	Traffic Signal Supervisor	3,048.80	BW
5613	Wastewater Treatment Electrician Supervisor	3,240.80	BW

APPENDIX B

Operative on January 1, 2008

CLASS CODE	TITLE	SALARY RANGE	
3781	Air Conditioning Mechanic Supervisor	3,240.00	BW
3781 1	Air Conditioning Mechanic Supervisor I	3,101.60	BW
3781 2	Air Conditioning Mechanic Supervisor II	3,240.00	BW
3132	Air Conditioning Technical Advisor	3,420.00	BW
3190	Building Maintenance District Supervisor	3,792.80	BW
3339	Carpenter Shop Supervisor	2,962.40	BW
3346	Carpenter Supervisor	2,962.40	BW
3354	Cement Finisher Supervisor	2,840.00	BW
3689	Communications Electrician Supervisor	3,109.60	BW
3127 1	Construction and Maintenance Supervisor I	3,583.20	BW
3127 2	Construction and Maintenance Supervisor II	3,792.80	BW
3759	Crane Maintenance Supervisor	3,534.40	BW
3131	Electrical Technical Advisor	3,280.00	BW
3865	Electrician Supervisor	3,109.60	BW
3869 1	Elevator Repair Supervisor I	3,223.20	BW
3869 2	Elevator Repair Supervisor II	3,368.80	BW
3731	Mechanical Repair General Supervisor	3,792.80	BW
3426	Painter Supervisor	2,840.00	BW
3426 2	Painter Supervisor II - Harbor	2,956.80	BW
3556	Pile Driver Supervisor	3,096.80	BW
3456 1	Plasterer Supervisor I	2,911.20	BW
3456 2	Plasterer Supervisor II	3,049.60	BW
3446	Plumber Supervisor	3,240.00	BW
3130	Plumbing and Heating Technical Advisor	3,420.00	BW
3687 2	Police Surveillance Specialist II	3,327.20	BW
3478	Roofer Supervisor	2,649.60	BW
3691	Senior Communications Electrician Supervisor	3,263.20	BW
3777	Sheet Metal Supervisor	3,124.80	BW
3419	Sign Shop Supervisor	2,768.80	BW
3839 1	Signal Systems Supervisor I	3,109.60	BW
3839 2	Signal Systems Supervisor II	3,263.20	BW
3840 1	Street Lighting Electrician Supervisor I	3,109.60	BW
3840 2	Street Lighting Electrician Supervisor II	3,263.20	BW
3840 3	Street Lighting Electrician Supervisor III	3,609.60	BW
3821	Traffic Signal Supervisor	3,109.60	BW
5613	Wastewater Treatment Electrician Supervisor	3,305.60	BW

APPENDIX C

Operative on July 1, 2008

<u>CLASS CODE</u>	<u>TITLE</u>	<u>SALARY RANGE</u>	
3781	Air Conditioning Mechanic Supervisor	3,337.60	BW
3781 1	Air Conditioning Mechanic Supervisor I	3,194.40	BW
3781 2	Air Conditioning Mechanic Supervisor II	3,337.60	BW
3132	Air Conditioning Technical Advisor	3,522.40	BW
3190	Building Maintenance District Supervisor	3,906.40	BW
3339	Carpenter Shop Supervisor	3,051.20	BW
3346	Carpenter Supervisor	3,051.20	BW
3354	Cement Finisher Supervisor	2,925.60	BW
3689	Communications Electrician Supervisor	3,203.20	BW
3127 1	Construction and Maintenance Supervisor I	3,690.40	BW
3127 2	Construction and Maintenance Supervisor II	3,906.40	BW
3759	Crane Maintenance Supervisor	3,640.80	BW
3131	Electrical Technical Advisor	3,378.40	BW
3865	Electrician Supervisor	3,203.20	BW
3869 1	Elevator Repair Supervisor I	3,320.00	BW
3869 2	Elevator Repair Supervisor II	3,469.60	BW
3731	Mechanical Repair General Supervisor	3,906.40	BW
3426	Painter Supervisor	2,925.60	BW
3426 2	Painter Supervisor II - Harbor	3,045.60	BW
3556	Pile Driver Supervisor	3,189.60	BW
3456 1	Plasterer Supervisor I	2,998.40	BW
3456 2	Plasterer Supervisor II	3,140.80	BW
3446	Plumber Supervisor	3,337.60	BW
3130	Plumbing and Heating Technical Advisor	3,522.40	BW
3687 2	Police Surveillance Specialist II	3,427.20	BW
3478	Roofer Supervisor	2,728.80	BW
3691	Senior Communications Electrician Supervisor	3,360.80	BW
3777	Sheet Metal Supervisor	3,218.40	BW
3419	Sign Shop Supervisor	2,852.00	BW
3839 1	Signal Systems Supervisor I	3,203.20	BW
3839 2	Signal Systems Supervisor II	3,360.80	BW
3840 1	Street Lighting Electrician Supervisor I	3,203.20	BW
3840 2	Street Lighting Electrician Supervisor II	3,360.80	BW
3840 3	Street Lighting Electrician Supervisor III	3,717.60	BW
3821	Traffic Signal Supervisor	3,203.20	BW
5613	Wastewater Treatment Electrician Supervisor	3,404.80	BW

APPENDIX D

Operative on July 1, 2009

<u>CLASS CODE</u>	<u>TITLE</u>	<u>SALARY RANGE</u>	
3781	Air Conditioning Mechanic Supervisor	3,437.60	BW
3781 1	Air Conditioning Mechanic Supervisor I	3,290.40	BW
3781 2	Air Conditioning Mechanic Supervisor II	3,437.60	BW
3132	Air Conditioning Technical Advisor	3,628.00	BW
3190	Building Maintenance District Supervisor	4,023.20	BW
3339	Carpenter Shop Supervisor	3,142.40	BW
3346	Carpenter Supervisor	3,142.40	BW
3354	Cement Finisher Supervisor	3,013.60	BW
3689	Communications Electrician Supervisor	3,299.20	BW
3127 1	Construction and Maintenance Supervisor I	3,800.80	BW
3127 2	Construction and Maintenance Supervisor II	4,023.20	BW
3759	Crane Maintenance Supervisor	3,750.40	BW
3131	Electrical Technical Advisor	3,480.00	BW
3865	Electrician Supervisor	3,299.20	BW
3869 1	Elevator Repair Supervisor I	3,420.00	BW
3869 2	Elevator Repair Supervisor II	3,573.60	BW
3731	Mechanical Repair General Supervisor	4,023.20	BW
3426	Painter Supervisor	3,013.60	BW
3426 2	Painter Supervisor II - Harbor	3,136.80	BW
3556	Pile Driver Supervisor	3,285.60	BW
3456 1	Plasterer Supervisor I	3,088.00	BW
3456 2	Plasterer Supervisor II	3,235.20	BW
3446	Plumber Supervisor	3,437.60	BW
3130	Plumbing and Heating Technical Advisor	3,628.00	BW
3687 2	Police Surveillance Specialist II	3,530.40	BW
3478	Roofer Supervisor	2,810.40	BW
3691	Senior Communications Electrician Supervisor	3,461.60	BW
3777	Sheet Metal Supervisor	3,315.20	BW
3419	Sign Shop Supervisor	2,937.60	BW
3839 1	Signal Systems Supervisor I	3,299.20	BW
3839 2	Signal Systems Supervisor II	3,461.60	BW
3840 1	Street Lighting Electrician Supervisor I	3,299.20	BW
3840 2	Street Lighting Electrician Supervisor II	3,461.60	BW
3840 3	Street Lighting Electrician Supervisor III	3,828.80	BW
3821	Traffic Signal Supervisor	3,299.20	BW
5613	Wastewater Treatment Electrician Supervisor	3,507.20	BW

APPENDIX E

Operative on July 1, 2010

CLASS CODE	TITLE	SALARY RANGE	
3781	Air Conditioning Mechanic Supervisor	3,515.20	BW
3781 1	Air Conditioning Mechanic Supervisor I	3,364.80	BW
3781 2	Air Conditioning Mechanic Supervisor II	3,515.20	BW
3132	Air Conditioning Technical Advisor	3,709.60	BW
3190	Building Maintenance District Supervisor	4,113.60	BW
3339	Carpenter Shop Supervisor	3,212.80	BW
3346	Carpenter Supervisor	3,212.80	BW
3354	Cement Finisher Supervisor	3,081.60	BW
3689	Communications Electrician Supervisor	3,373.60	BW
3127 1	Construction and Maintenance Supervisor I	3,886.40	BW
3127 2	Construction and Maintenance Supervisor II	4,113.60	BW
3759	Crane Maintenance Supervisor	3,834.40	BW
3131	Electrical Technical Advisor	3,558.40	BW
3865	Electrician Supervisor	3,373.60	BW
3869 1	Elevator Repair Supervisor I	3,496.80	BW
3869 2	Elevator Repair Supervisor II	3,654.40	BW
3731	Mechanical Repair General Supervisor	4,113.60	BW
3426	Painter Supervisor	3,081.60	BW
3426 2	Painter Supervisor II - Harbor	3,207.20	BW
3556	Pile Driver Supervisor	3,359.20	BW
3456 1	Plasterer Supervisor I	3,157.60	BW
3456 2	Plasterer Supervisor II	3,308.00	BW
3446	Plumber Supervisor	3,515.20	BW
3130	Plumbing and Heating Technical Advisor	3,709.60	BW
3687 2	Police Surveillance Specialist II	3,609.60	BW
3478	Roofer Supervisor	2,873.60	BW
3691	Senior Communications Electrician Supervisor	3,539.20	BW
3777	Sheet Metal Supervisor	3,389.60	BW
3419	Sign Shop Supervisor	3,004.00	BW
3839 1	Signal Systems Supervisor I	3,373.60	BW
3839 2	Signal Systems Supervisor II	3,539.20	BW
3840 1	Street Lighting Electrician Supervisor I	3,373.60	BW
3840 2	Street Lighting Electrician Supervisor II	3,539.20	BW
3840 3	Street Lighting Electrician Supervisor III	3,915.20	BW
3821	Traffic Signal Supervisor	3,373.60	BW
5613	Wastewater Treatment Electrician Supervisor	3,586.40	BW

APPENDIX F

Operative on July 1, 2011

CLASS CODE	TITLE	SALARY RANGE	
3781	Air Conditioning Mechanic Supervisor	3,594.40	BW
3781 1	Air Conditioning Mechanic Supervisor I	3,440.80	BW
3781 2	Air Conditioning Mechanic Supervisor II	3,594.40	BW
3132	Air Conditioning Technical Advisor	3,792.80	BW
3190	Building Maintenance District Supervisor	4,206.40	BW
3339	Carpenter Shop Supervisor	3,284.80	BW
3346	Carpenter Supervisor	3,284.80	BW
3354	Cement Finisher Supervisor	3,151.20	BW
3689	Communications Electrician Supervisor	3,449.60	BW
3127 1	Construction and Maintenance Supervisor I	3,973.60	BW
3127 2	Construction and Maintenance Supervisor II	4,206.40	BW
3759	Crane Maintenance Supervisor	3,920.80	BW
3131	Electrical Technical Advisor	3,638.40	BW
3865	Electrician Supervisor	3,449.60	BW
3869 1	Elevator Repair Supervisor I	3,575.20	BW
3869 2	Elevator Repair Supervisor II	3,736.80	BW
3731	Mechanical Repair General Supervisor	4,206.40	BW
3426	Painter Supervisor	3,151.20	BW
3426 2	Painter Supervisor II - Harbor	3,279.20	BW
3556	Pile Driver Supervisor	3,434.40	BW
3456 1	Plasterer Supervisor I	3,228.80	BW
3456 2	Plasterer Supervisor II	3,382.40	BW
3446	Plumber Supervisor	3,594.40	BW
3130	Plumbing and Heating Technical Advisor	3,792.80	BW
3687 2	Police Surveillance Specialist II	3,691.20	BW
3478	Roofer Supervisor	2,938.40	BW
3691	Senior Communications Electrician Supervisor	3,619.20	BW
3777	Sheet Metal Supervisor	3,465.60	BW
3419	Sign Shop Supervisor	3,071.20	BW
3839 1	Signal Systems Supervisor I	3,449.60	BW
3839 2	Signal Systems Supervisor II	3,619.20	BW
3840 1	Street Lighting Electrician Supervisor I	3,449.60	BW
3840 2	Street Lighting Electrician Supervisor II	3,619.20	BW
3840 3	Street Lighting Electrician Supervisor III	4,003.20	BW
3821	Traffic Signal Supervisor	3,449.60	BW
5613	Wastewater Treatment Electrician Supervisor	3,667.20	BW

APPENDIX G SALARY NOTES

- A. An employee in the class of Communications Electrician Supervisor, Code 3689, when regularly assigned responsibility for the work of subordinate employees in the Fire Command and Control Center or the Systems Monitor Operator Console in the City Hall East Emergency Operations Center, will be compensated in the amount of forty five dollars and seventeen cents (\$45.17) per pay period.
- B. Whenever an employee in the Harbor Department is required to work a rescheduled shift made necessary due to changing tides, he/she shall receive salary at the appropriate overtime rate for each full hour worked prior to the normal starting time and after quitting time; provided, however, that such overtime rate shall not include shift differential premium pay for night work unless the employee is otherwise regularly assigned to receive this premium.
- C. Whenever a Plumber Supervisor, Code 3446, is assigned to work full time at any Wastewater Treatment Plant of the Bureau of Sanitation shall, in addition to his/her regular and premium compensation, receive salary at the second premium level rate above the appropriate step rate of the salary range prescribed for his/her class.
- D. Whenever any unit member pays a fee for any permit or license required by an appointing authority after an incumbent member first obtained his/her position, shall have said fee reimbursed by the City. This provision is exclusive of any permit or license mandated by any agency outside the appointing authority. Any dispute over this provision is not grievable and shall be resolved by the CAO and the Building Trades Council.
- E. Whenever any employee in the classes of Crane Maintenance Supervisor or Mechanical Repair General Supervisor has a structured steel welders certificate, said employee shall receive the equivalent of three premium levels (8.25%) above the regular salary for his/her class.
- F. Whenever any Communications Electrician Supervisor, Code 3689, or Senior Communications Electrician Supervisor, Code 3691, is regularly assigned to the Public Safety Dispatch Section of ITA, such employee shall receive one additional premium level in addition to all other compensation per pay period.
- G. Any Communications Electrician Supervisor, Code 3689, or Senior Communications Electrician Supervisor, Code 3691, who is assigned full time to the Avionics Section for training towards a FAA Repairman Certificate, shall receive, in addition to all

other regular and premium compensation, additional compensation of \$1.00 per hour for each hour so assigned over the appropriate salary for the class.

- H. Any Communications Electrician Supervisor, Code 3689, or Senior Communications Electrician Supervisor, Code 3691, who is regularly assigned full time to the Avionics Section, and is in possession of a FAA Repairman Certificate valid at the City's Avionics facilities, shall receive, in addition to all regular and premium compensation, an additional 5.5% over the appropriate salary for the class.
- I. Any Communications Electrician Supervisor, Code 3689, or Senior Communications Electrician Supervisor, Code 3691, who is regularly assigned full time to the Avionics Section, and is in possession of both an FCC General Radiotelephone License and a FAA Radio Repairman Certificate valid at the City's Avionics facilities, and is designated by the Director of Communications (the Accountable Manager of the Repair Station) as an inspector, shall receive, in addition to all regular and premium compensation, an additional 8.25% over the appropriate salary for the class.
- J. Operative at the start of the payroll period following Council adoption of this MOU, any Communications Electrician Supervisor, Code 3689, or Senior Communications Electrician Supervisor, Code 3691, who is regularly assigned full time to the Avionics Section, and is in possession of both an FCC Radiotelephone License and a FAA Radio Repairman Certificate valid at the City's Avionics facilities, and is designated by the Director of Communications (the Accountable Manager of the Repair Station) as a Quality Assurance Manager, shall receive, in addition to all regular and premium compensation, an additional 13.5% over the appropriate salary for the class.
- K. Operative at the start of the payroll period following Council adoption of this MOU, one Electrician Supervisor, Code 3865, at the Los Angeles Convention Center and upon the designation of Management, shall receive, in addition to all regular and premium compensation, an additional 5.5% over the appropriate salary for the class.
- L. Whenever any Supervisory Trades employee is assigned by General Services Construction Forces Division as a Construction Project Coordinator (CPC) to oversee the on-site and day to day construction operation of a special-funded CAO approved project/program that has met "qualifying criteria" with an initial approved construction budget of \$1.5 million to \$2.99 million, said employee shall receive a flat rated, nonpension based bonus of \$230 biweekly, for as long as that employee is so assigned. Selection or non-selection to the assignment, as well as removal from the position of CPC for non-performance and, therefore, the elimination of the bonus is not subject to the grievance procedure. Furthermore, assignment as a CPC will not count as a qualifying experience toward any civil service examination.

The term "qualifying criteria" means a list of predetermined standards relating to project size/value, project duration, subcontractor coordination, number of craft disciplines, project sensitivity and concurrence from Bureau of Engineering.

- M. Whenever any Supervisory Trades employee is assigned by General Services Construction Forces Division as a Construction Project Coordinator (CPC) to oversee the on-site and day to day construction operation of a special-funded CAO pre-approved project/program that has met "qualifying criteria" with an initial approved construction budget of \$3 million or more, said employee shall receive a flat rated, non-pension based bonus of \$345 biweekly, for as long as that employee is so assigned. Selection or nonselection to the assignment, as well as removal from the position of CPC for nonperformance and, therefore, the elimination of the bonus is not subject to the grievance procedure. Furthermore, assignment as a CPC will not count as a qualifying experience toward any civil service examination.

The term "qualifying criteria" means a list of predetermined standards relating to project size/value, project duration, subcontractor coordination, number of craft disciplines, project sensitivity and concurrence from Bureau of Engineering.

- N. Employees in any unit class, when regularly assigned, as defined in Section 4.75 of the Los Angeles Administrative Code, to perform maintenance, service or repair of motor sweepers or of sewage disposal facilities and equipment, or cleaning catch basins, or transporting sewage or catch basin debris more than 50% of a work day, shall receive, for each day so assigned, salary at the appropriate step of the second premium level above the salary range prescribed for the class.

GAINS SHARING JLMC

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).

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.

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.

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

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

IMPLEMENTING MUTUAL GAINS BARGAINING

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.

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.

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.

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.

FLEX CASH FLAT RATING

Flex cash to members beginning Year 5, with success of Gain Sharing

	Members	Flex Monthly	Flex Annual	Cost to City
Full Time	16,974	\$ 115.00	\$ 1,380	\$ 23,424,120
Part Time	2,411	\$ 57.50	\$ 690	\$ 1,663,590
<u>Total</u>	<u>19,385</u>			<u>25,087,710</u>

Full family Dental (current): \$179/month

LETTER OF AGREEMENT

2007-2012 MEMORANDUM OF UNDERSTANDING

Mutual Commitment to LA's Future

The City of LA and Los Angeles/Orange Counties Building and Construction Trades Council have concluded negotiations for the Memoranda of Understanding effective September 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.

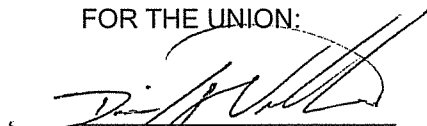
This letter of agreement does not confer the right to modify the terms and conditions of this MOU or to restrict the rights the parties have by law.

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:


Daniel Villao
Council Representative

12/06/07
Date

FOR THE CITY:


Karen L. Sisson
City Administrative Officer

12/10/07
Date

LETTER OF INTENT


**SUPERVISORY BUILDING TRADES AND RELATED EMPLOYEES
REPRESENTATION UNIT
MEMORANDUM OF UNDERSTANDING NO. 13**

SENIOR COMMUNICATIONS ELECTRICIAN SUPERVISOR


The parties agree to a review by the Personnel Department of relevant documentation to determine the appropriate duties and responsibilities for the above named class. This review will be done during the term of the Memorandum of Understanding. Furthermore, the parties agree to a reopener should there be material changes in this classification.

FOR THE UNION:

FOR THE CITY:



Daniel Villao
Council Representative



Karen L. Sisson
City Administrative Officer


12/06/07
Date

12/18/07
Date

CITY OF LOS ANGELES
INTER-DEPARTMENTAL CORRESPONDENCE

Date: April 7, 2008

To: Laura N. Chick, Controller
Attn: Shirley Tan, Principal Deputy Controller

From: Tom Coultas, Assistant City Administrative Officer 

Subject: **TECHNICAL CORRECTION**
SUPERVISORY BUILDING TRADES UNIT (MOU #13)

This technical correction is in accordance with the City Council instruction (C.F. 07-4012) which authorizes the City Administrative Officer to correct any clerical errors in the subject Memorandum of Understanding (MOU). Article 6.9 of MOU #13 should be replaced with the following language:

ARTICLE 6.9 LEAD ASSIGNMENT PAY

The following provisions shall apply to employees assigned on or after the start of the payroll period following Council adoption of this MOU:

Non-supervisory employees (employees whose classification or pay grade description does not include supervisory duties) who are designated and assigned by Management to act as lead workers over other employees ~~in the same classification or paygrade~~, either on a regularly assigned or on a daily basis, shall receive compensation at the second premium level rate (5.5%) above the appropriate step of the salary range or flat rate prescribed for the class, while so assigned.

The designation, redesignation or removal of a lead assignment shall be a Management prerogative and may occur any time Management deems it appropriate. Such Management decisions shall be final and conclusive and shall not be subject to the grievance procedure herein. Nothing in this Section, however, is intended to deny the premium payment specified herein to an employee who has been assigned, has qualified and has performed the lead assignment in accordance with the provisions of this Article.

If you have any questions regarding this matter, please contact Thomas Simonovski of my staff at (213) 978-7635.

TC:TTS :mbg50

c: Daniel Villao, Building Trades Council
Amy Arceno, Controller's Office
Zna Houston, City Attorney's Office