

**MEMORANDUM OF UNDERSTANDING  
FOR JOINT SUBMISSION TO  
THE CITY COUNCIL REGARDING THE  
BUILDING TRADES RANK AND FILE REPRESENTATION UNIT  
(MOU #2)**

**THIS MEMORANDUM OF UNDERSTANDING (hereinafter referred to as MOU) made  
and entered into this 10th of August 2006**

**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 a "Union")**

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**SECTION 1.0            GENERAL PROVISIONS**

**ARTICLE 1.1           RECOGNITION**

On April 27, 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 Building Trades Rank and File Representation Unit (hereinafter referred to as "Unit"). Accordingly, Management recognizes the Los Angeles County 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 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 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(C).
  
- 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, 2004. This MOU shall expire and otherwise be fully terminated at 11:59 p.m. on August 31, 2007.

Notwithstanding the above, the provisions of this MOU shall remain in effect until a successor MOU is implemented or impasse proceeding 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 MOU**

Should either the Union or Management desire a successor MOU, that party shall serve upon the other during the period from June 1, 2007, through June 30, 2007, its written proposals for such successor MOU. Negotiations shall begin no later than thirty (30) calendar days following 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 as the exclusive representative of the employees in this representation unit.

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

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

It is the purpose of this Memorandum to promote and ensure harmonious relations, cooperation and understanding between the City and the employees represented by the 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 of 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 personnel by which the City's operations are to be conducted and to take all necessary actions to maintain uninterrupted service to the community and carry out its mission in emergencies; provided, however, that the exercise of these rights does not preclude employees or their representatives from consulting or raising grievances about the practical consequences that decisions on these matters may have on wages, hours, and other terms and conditions of employment.

## **ARTICLE 1.9           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 thereby.



## **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 6 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, cleanup, 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 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      AGENCY SHOP FEES – PAYROLL DUES DEDUCTIONS**

The following agency shop provisions are operative:

A.     DUES/FEES

1.     a.     Each permanent employee\* in this unit (who is not on a leave of absence) shall, as a condition of continued employment, become a member of the appropriate local union represented in negotiations by the Los Angeles/ Orange Counties Building and Construction Trades Council (hereinafter referred to collectively as LAOCBCTC), or pay the LAOCBCTC a service fee in an amount not to exceed periodic dues, and general assessments of the LAOCBCTC for the term of this MOU, or a period of three (3) years from the operative date of this article, whichever comes first. Such amounts shall be determined by the LAOCBCTC and implemented by the City in the first payroll period which starts 30 days after written notice of the new amount is received by the Controller. (\*A permanent employee is defined as one who has completed six continuous months of City service from his/her original date of appointment and who is a member of the Los Angeles City Employees' Retirement System.)
- b.     Notwithstanding any provisions of Article 2, Section 4.203 of the Los Angeles Administrative Code to the contrary, during the term of this MOU, payroll deductions requested by employees in this Unit for the purpose of becoming a member and/or to obtain benefits offered by any qualified organization other than LAOCBCTC, will not be accepted by the Controller. For the purpose of this provision qualified organization means any organization of employees whose responsibility or goal is to represent employees in the City's meet and confer process.
2.     The CAO and the LAOCBCTC shall jointly notify all members of the representation unit that they are required to pay dues or a service fee as a condition of continued employment and that such amounts will be automatically deducted from their paychecks. The religious exclusion will also be explained. The cost of this communication and the responsibility for its distribution shall be borne by the City.

B. EXCEPTIONS

1. Management, Supervisory or Confidential Employees

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

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

b. Supervisory employees shall be defined as follows:

"Supervisory employee" means any individual, regardless of the job description or title, having authority, in the interest of the employer, to hire, transfer, suspend, lay off, recall, promote, discharge, assign, reward, or discipline other employees, or responsibility to direct them, or to adjust their grievances, or effectively to recommend such action, if, in connection with the foregoing, the exercise of such authority is not of a merely routine or clerical nature, but requires the use of independent judgement. Employees whose duties are substantially similar to those of their subordinates shall not be considered to be supervisory employees.

Management shall designate supervisory employees. Said designation or claim shall be reviewed jointly by the City and the LAOCBCTC. Any dispute shall be referred to the Employee Relations Board for resolution.

2. Religious Objections

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

condition of continued exemption from the requirements of financial support to the LAOCBCTC and as a condition of continued employment.

C. MANAGEMENT RESPONSIBILITIES

1. The Controller shall cause the amount of the dues or service fee to be deducted from twenty-four (24) biweekly payroll checks of each employee in this unit as specified by the LAOCBCTC under the terms contained herein. "Dues," as distinct from "service fee," shall be the result of voluntary consent in the form of a payroll deduction card signed by the individual employee.
  - a. Remittance of the aggregate amount of all dues, fees and other proper deductions made from the salaries of employees hereunder shall be made to the LAOCBCTC by the Controller within thirty (30) working days after the conclusion of the month in which said dues, fees and/or deductions were deducted.
  - b. A fee of nine cents (\$.09) per deduction shall be assessed by the City Controller for the processing of each payroll deduction taken. The City Controller will deduct the aggregate amount of said fees on a biweekly basis.
2. The Controller shall also apply this provision to every permanent employee who, following the operative date of this article, becomes a member of this representation unit, within sixty (60) calendar days of such reassignment or transfer. Such deduction shall be a condition of continued employment.
3. Management will provide the LAOCBCTC with the name, home address, and employee number of each permanent employee.
4. The Controller shall notify the organization within sixty (60) calendar days of any employee who, because of a change in employment status, is no longer a member of the representation unit or subject to the provisions of this article.

D. LAOCBCTC RESPONSIBILITIES

1. The organization (including the local unions represented in negotiations by the Los Angeles County Building and Construction Trades Council) shall keep an adequate itemized record of its financial transactions and shall make available annually to the City Clerk, and to all unit employees, within sixty (60) calendar days after the end of its fiscal year, a detailed written financial report thereof in the form of a balance sheet and an operating statement, certified

as to its accuracy by its president and the treasurer or corresponding principal officer, or by a certified public accountant.

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

E. RESCISSION

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

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

**ARTICLE 2.9      JOB SECURITY**

No Unit employee shall be terminated from employment or shall have a reduction in work 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 this Unit.

**ARTICLE 2.11      UNIT REPRESENTATIVES**

The Union may designate a reasonable number of Unit Representatives who shall be members of this Unit, and shall provide the CAO, and all departments, offices, or bureaus with a written list of employees who have been so designated.

The duties and responsibilities of the Unit Representatives shall be limited to the recruitment of new members, the posting of Union material in accordance with the provisions of Article 2.2, Bulletin Boards, and such other related duties as may be assigned by the Union.

It is mutually understood that these activities shall not be performed during working hours of the Unit Representative(s) or the employees to be contacted.

**ARTICLE 2.12      DEFINITION OF EMERGENCY**

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

**SECTION 3.0      GRIEVANCES**

**ARTICLE 3.1      GRIEVANCE PROCEDURE**

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 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 when 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.

### **ARTICLE 3.2            GRIEVANCE REPRESENTATION**

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.

**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 this 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            TOOL AND CLOTHING ALLOWANCE**

- A.     The City will provide a cash payment of \$1,100 (an additional \$350 over the \$750 already paid) in fiscal year (FY) 2004-05; \$1,300 (an additional \$550 over the \$750

already paid) in FY 2005-06 and \$1,300 in FY 2006-07 to each full-time employee in this Unit who was on active payroll status on September 1 of the appropriate fiscal year.

- B. Notwithstanding the above, full-time bargaining unit employees who were on active payroll status on September 1, 2004 and/or September 1, 2005, but are not full time bargaining unit employees on active payroll status on the date this MOU is approved by Council will only be eligible to receive \$750 (the amount already paid) for those fiscal years
- C. Effective September 1, 2006, this payment will be made by separate check not later than December 31<sup>st</sup> of the appropriate fiscal year.
- D. These funds are subject to State and Federal taxation.
- E. These payments will cover the cost of tool maintenance and replacement.

## **ARTICLE 4.7 REST PERIODS**

### Section I

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

### Section II

Management reserves the right to suspend any rest period or any portion thereof during an emergency. Any rest period so suspended or not taken at the time permitted shall not be accumulated or carried over from one day to any subsequent day, nor compensated for in any form.

## **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).

- A. Work schedule is defined as an employee's assigned hours of the day, days of the week, and/or his/her shift rotation schedule.
- B. Except in emergencies\*, an employee shall be notified in writing of a change in his/her work schedule at least seven (7) calendar days in advance of such change. Said schedule shall not be made for disciplinary purposes.

\*For definition of emergency see Article 2.12.

## **ARTICLE 5.2 POLICE DEPARTMENT DEPLOYMENT PERIOD**

Notwithstanding the provisions of Sections 4.108 (Regular Hours of Work) and 4.113 (Overtime) of the Los Angeles Administrative Code to the contrary, employees in this Unit who are employed in the Police Department shall have a work schedule consisting of twenty (20) days of work in each twenty-eight (28) day deployment period. Such day may be eight (8) hours, seven and one-half (7 ½) hours, or seven (7) hours as determined by the Chief of Police.

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

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

## **SECTION 6.0 COMPENSATION**

### **ARTICLE 6.1 SALARIES**

The parties to this MOU, having met and conferred in good faith jointly recommend to the City Council approval of the salary ranges or biweekly amounts set forth in Appendices A-

D, effective September 1, 2004.

## **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/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 hourly rate (without bonuses or premiums) is at or below the 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 (1½) the employee's regular straight time hourly rate for all hours worked in excess of forty (40) hours in any FLSA work week 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 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 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.

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

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.

### 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.

### Section IV

Notwithstanding the above, employees in the Police Department in the class of Communication Electrician, Code 3686, shall receive standby compensation at the rate specified below when assigned to standby during their off-duty hours:

Communication Electricians assigned to standby on weekends or holidays shall receive one hour compensation at straight time for every six hours they are required to standby. Employees assigned to weekday standby will not be compensated for standby time.

Management will attempt to assign standby duty as equitably as possible among all qualified employees in the same classification in the same organizational unit and work provision. However, management may consider special skills required to perform particular work.

Employees required to standby will be at home and will provide their supervisors with a telephone number, or be within range where they can be contacted by a pager if so equipped. Employees must be able to respond to Parker Center within an hour of being summoned. Employees who refuse standby assignments or fail to respond as provided herein may be subject to discipline.

Compensation for standby periods shall be at the discretion of the Chief or Police by cash payment or by time off. For purposes of computing the amount of compensation due for time spent on duty, the time spent on duty will commence at the time the individual reports to the designated place of assignment and will terminate the time when the employee is released from duty. Under no condition will time be allowed for travel (portal-to-portal).

Employees who are required to report for duty shall be compensated in accordance with Article 6.8 of this Memorandum of Understanding. Compensation for the time spent on duty during the period of standby (e.g., Weekend Standby: Friday 1700 to Monday 0700 = 62 hours. Employee called back for a total of 6 hours;  $62 - 6 = 56$  total hours on standby  $6 = 9.3$  hours of straight time compensation).

## **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 and one half cents (\$.40½) 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 PREMIUM PAY NOTES**

Premium pay notes designated as "N" (night premium) and "H" (hazard premium) shall be paid in accordance with Sections 4.61 and 4.74 of the Los Angeles Administrative Code.

The noise provisions of former Note K, Administrative Code Section 4.61, "or consisting of working in an area where the noise level is 85 decibels or higher", shall no longer apply to members of this Unit except as herein noted.

1. A. Current Loop Crew employees, named in Appendix F, shall continue to receive a 5.5% bonus: 2.75% pension based and 2.75% non-pension based for as long as they are assigned to said crew and the composition of the work and the crew remain the same. (Building Trade Members) Any operational change reducing the noise below 85 decibels shall cause the bonus to be eliminated. Elimination of this bonus due to a reduction in noise below 85 decibels is not grievable or arbitrable.
  - B. However, all new hires (including current vacancies) after February 6, 2002, to the Loop Crew shall receive only a 2.75% bonus, pension based, only so long as they remain assigned to a Loop Crew.
2. Any Carpenter working in the Harbor Department and assigned to install/remove fencing and required to use rock drills and air tools, while performing this work, shall receive a one premium level bonus (2.75%) for each day so assigned. This bonus is effective beginning the first pay period following implementation of this MOU.
3. Pile Driver Workers who are regularly assigned to the Barge to drive or repair piles, shall receive a one premium level bonus (2.75%), pension based, and an

additional 2.75% bonus, non-pension based, in addition to all other compensation.

However, All Pile Driver Workers hired after August 31, 2002, shall receive only a 2.75% bonus, pension based, only as long as they remain in the class of Pile Driver Worker, Code 3553.

4. Any Electrician working at the Airport, who performs electrical repairs on the airfield landing area between the runways, shall receive a one premium level bonus (2.75%) for each day so assigned.
5. Resolution over disputes of this bonus shall be considered a management right and therefore are not subject to grievances or arbitration.

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.

#### **ARTICLE 6.8 CALL BACK PAY**

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.

#### **ARTICLE 6.9 ACTING PAY ASSIGNMENTS**

- A. Whenever Management assigns a non-supervisory employee as an acting on-site supervisor in the temporary absence of a full-time supervisor, such employee shall become eligible for additional compensation upon completion of a qualifying period of fifteen (15) working days in such assignment at his/her regular hourly rate of compensation.
- B. Starting with the first working day following completion of a qualifying period, the employee shall receive the first premium level rate above the appropriate step rate of the salary prescribed for his/her class, for each day on duty as an acting on-site supervisor.
- C. Each acting pay assignment shall require completion of a new qualifying period each fiscal year, except that an assignment that continues into a new fiscal year shall not

require a new qualifying period for that assignment.

- D. Any Management determination or decision pertaining to the implementation, interpretation, application, administration or cancellation of any or all the provisions of this Article shall be final and conclusive and shall not be subject to the grievance procedure herein.

## **ARTICLE 6.10 ANNUAL SALARY/ECONOMIC BENEFITS ADJUSTMENTS**

- A. The CAO will ascertain by July 15 of each year, the hourly wage rates and supplementary compensation that will be in effect in contract construction employment agreements for craft(s) journey level on September 1 of each year. Such information together with a comparison of the biweekly wage rates and supplementary compensation provided City employees shall be provided to the Union as soon as it is available. It is the intent of the parties that such information will provide the basis for negotiations and annual salary and economic benefits adjustments during the term of this MOU.
- B. In the event that a craft rate is under negotiations in the private industry sector and information on the settlement is not timely available, the parties hereto agree that the last offer from construction industry management will be the information used in negotiating the hourly wage rate for said classification, provided such information is available. If such information is not available, the CAO will develop a rate for purposes of negotiations, by using the average percent increase for the employees covered by such other craft contracts as are used in calculating City rates, provided said contracts cover at least sixty percent (60%) of the employees in the Unit. Upon agreement between the parties as to the appropriate salary or wage for said craft(s), the CAO shall recommend to the City Council for implementation on September 1 of each fiscal year during the term of this MOU, the salary(s) or wage rate(s) negotiated in accordance with the provisions of this Article.

## **SECTION 7.0 BENEFITS**

### **ARTICLE 7.1 HEALTH AND DENTAL PLANS**

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 (IV)F, 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.

## **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 (½) the employees' 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 not 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.

**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 4.123
Religious Observances	Section 4.121
Family Illness	Section 4.127

**ARTICLE 7.4      SICK LEAVE ALLOWANCE**

Commencing with the date of implementation of this MOU, Management's practices with regard to allowances for sick leave shall be in accordance with Sections 4.126, 4.126.2, 4.127 and 4.128 of the LAAC.

**ARTICLE 7.5      FAMILY AND MEDICAL LEAVE**

**I.      Authorization for Leave**

During the term of this MOU, up to four (4) months (nine [9] pay periods) of family or medical leave shall be provided for the purpose of childbirth, adoption, foster care of a child, or serious health condition of an immediate family member (as defined in LAAC Section 4.127), upon the request of the employee, notwithstanding any other provisions of this MOU or the Los Angeles Administrative Code to the contrary.

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

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

## **II. Definitions**

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

## **III. Eligibility**

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

- 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, but 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 second family member who is requesting leave for the same incident. Such notification must include the starting and ending dates of the time period for which each employee is requesting leave.

The time limitation 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. The start of a family leave for a woman giving birth, may, at the employee's discretion, be at the beginning of the period of disability that a doctor certifies is necessary.
- B. 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. The start of a family leave for a serious health condition of a family member shall begin on the date requested by the employee.
- D. The start of a leave for the employee's own serious health condition shall begin on the date requested by the employee.
- E. A serious health condition is defined as an illness, injury, impairment or physical or mental condition that involves:

1. Any period of incapacity or treatment connected with inpatient care in a hospital, hospice, or residential medical facility; or
  2. A period of incapacity requiring an absence of greater than three calendar days involving continuing treatment by or under the supervision of a health care provider; or
  3. Any period of incapacity (or treatment therefore) due to a chronic or serious health condition; or
  4. A period of incapacity that is permanent or long-term due to a condition for which treatment may not be effective; or
  5. Any 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 or more than three consecutive days if left untreated; or
  6. Any period of incapacity due to pregnancy or for prenatal care.
- F. All leave granted under this Article shall normally be for a continuous period of time for each incident.

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

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

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

- H. In accordance with State law, employees may be eligible for up to four (4) months (nine [9] pay periods) of pregnancy-disability leave in addition to the four (4) months (nine [9] pay periods) of family or medical leave. Such leave may be taken before or after the family and medical leave, depending on the period of time that a doctor certifies the employee is unable to work due to a pregnancy-related condition.
- I. 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.
- J. An employee receiving temporary workers' compensation benefits (either IOD or the rate provided in Division IV of the California Labor Code) who meets the eligibility requirements in III A of this Article shall automatically be considered to be on family or medical leave, effective the first day of the employee's absence.
- K. Management has the right to verify the certification of a serious health condition by a health care provider for a leave under the provisions of this Article. Management shall allow the employee at least 15 calendar days to obtain the medical certification.
- L. Upon return from family or medical leave, an employee shall be returned to his/her original job or to an equivalent job.

**V. Notice Requirements**

**A. Employee**

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

**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 may designate leave, paid or unpaid, 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%) 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. 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.  
Effective January 1, 1998, 50% Sick Leave banks will be frozen.
  - 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.

Effective January 1, 1998, 50% Sick Leave banks will be frozen.

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.

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

Payment for sick leave usage under Section VI. A, B, and C of this article 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.

## **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 Jr.'s Birthday (the third Monday in January)

3. Washington's Birthday (the third Monday in February)
  4. Cesar Chavez' Birthday (the last Monday in March)
  5. Memorial Day (the last Monday in May)
  6. Independence Day (July 4)
  7. Labor Day (the first Monday in September)
  8. Columbus Day (the second Monday in October)
  9. Veteran's Day
  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 alternate 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; 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.
- 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, 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:

<b>Years of Service Completed</b>	<b>Number of Vacation Days</b>	<b>Monthly Accrual Rate In Hours/Minutes</b>
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.

Operative the effective date of the Ordinance implementing this MOU, the definition of 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, 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 employee's 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.

MOU2-04

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 County Building and  
Construction Trades Council,  
AFL-CIO, Authorized Representative

City of Los Angeles, Authorized  
Management Representatives

  
\_\_\_\_\_

Skip Henke  
President


7-10-06  
Date

  
\_\_\_\_\_

William T Fujioka  
City Administrative Officer

8-10-06  
Date

As to form:

  
\_\_\_\_\_

City Attorney:

8-10-06  
Date

APPENDIX A

Operative on September 1, 2004

CLASS CODE	TITLE	SALARY RANGE	ANNUAL RANGE	
3774	Air Conditioning Mechanic	2,548.80 BW		
3684	Assistant Communications Electrician	1,981.60 BW		
3818	Assistant Signal Systems Electrician	1,981.60 BW		
3809	Assistant Street Lighting Electrician	1,981.60 BW		
3343	Cabinet Maker	2,328.80 BW		
3344	Carpenter	2,328.80 BW		
3418	Carpet Layer	2,309.60 BW		
3353	Cement Finisher	2,137.60 BW		
3686	Communications Electrician	2,445.60 BW		
3758	Container Crane Mechanic	2,904.00 BW		
3685	Council Phone and Voicemail Technician	2190	45,727-	56,814
3514	Drawbridge Operator	1,904.00 BW		
3812	Electrical Conduit Mechanic	1725	36,018-	44,746
3799	Electrical Craft Helper	1725	36,018-	44,746
0851	Electrical Craft Helper - Exempt	21.43 HR		
3833	Electrical Mechanic	2,445.60 BW		
3853	Electrical Repairer	2,445.60 BW		
3863	Electrician	2,445.60 BW		
0917	Electrician - Exempt	30.57 HR		
3866	Elevator Mechanic	2,648.80 BW		
3860	Elevator Mechanic Helper	1869	39,024-	48,483
3357	Glazier	2,124.00 BW		
3393	Locksmith	2282 (3)	53,098-	59,195
3451	Masonry Worker	2435 (3)	56,668-	63,162
3423	Painter	2,232.00 BW		
3423 2	Painter II	2,337.60 BW		
3553 1	Pile Driver Worker I	2,409.60 BW		
3553 2	Pile Driver Worker II	2,648.80 BW		
3433	Pipefitter	2,548.80 BW		
3453	Plasterer	2,396.80 BW		
3443	Plumber	2,548.80 BW		
0965	Plumber - Exempt	31.86 HR		
3687 1	Police Surveillance Specialist I	2,616.80 BW		
3476	Roofer	2,080.80 BW		
3345	Senior Carpenter	2,561.60 BW		
3638	Senior Communications Electrician	2,685.60 BW		
3864	Senior Electrician	2,684.80 BW		
3424	Senior Painter	2,455.20 BW		
3424 2	Senior Painter II	2,560.80 BW		
3444	Senior Plumber	2,800.80 BW		
3477	Senior Roofer	2,285.60 BW		
3776	Senior Sheet Metal Worker	2,702.40 BW		
3775	Sheet Metal Worker	2,453.60 BW		
3348	Ship Carpenter	2,328.80 BW		
3428	Sign Painter	2,232.00 BW		
3819	Signal Systems Electrician	2,445.60 BW		
3811	Street Lighting Electrician	2,445.60 BW		
3493	Tile Setter	2,354.40 BW		
5615 1	Wastewater Treatment Electrician I	2,602.40 BW		

APPENDIX A

Operative on September 1, 2004

<u>CLASS CODE</u>	<u>TITLE</u>	<u>SALARY RANGE</u>	<u>ANNUAL RANGE</u>
5615 2	Wastewater Treatment Electrician II	2,860.00 BW	



**APPENDIX A – 1**  
**EXEMPT CLASSIFICATIONS**

In July 1986 Schedule “D” of Section 4.61 of the Los Angeles Administrative Code was repealed as a result of amendments to the Fair Labor Standards Act. Schedule “D” permitted periodic wage rate changes for certain exempt classes to reflect wage movements in private sector labor agreements. Wage rates for the following exempt classes will not be included in Schedule “A” and will be tied to salaries for regular Building Trades employees. The classes contained in this Appendix are listed here for salary purposes only and are not represented by the Los Angeles/Orange Counties Building and Construction Trades Council.

Operative September 1, 2004, the following salaries shall be effective:

<b><u>Code No.</u></b>	<b><u>Title</u></b>	<b><u>Hourly Rate</u></b>
0851	Electrical Craft Helper – Exempt	\$ 21.43
0917	Electrician – Exempt	\$ 30.57
0965	Plumber – Exempt	\$ 31.86

APPENDIX B

Operative on September 1, 2005

CLASS CODE	TITLE	SALARY RANGE	ANNUAL RANGE	
3774	Air Conditioning Mechanic	2,600.00 BW		
3684	Assistant Communications Electrician	2,021.60 BW		
3818	Assistant Signal Systems Electrician	2,021.60 BW		
3809	Assistant Street Lighting Electrician	2,021.60 BW		
3343	Cabinet Maker	2,375.20 BW		
3344	Carpenter	2,375.20 BW		
3418	Carpet Layer	2,356.00 BW		
3353	Cement Finisher	2,180.00 BW		
3686	Communications Electrician	2,494.40 BW		
3758	Container Crane Mechanic	2,962.40 BW		
3685	Council Phone and Voicemail Technician	2233	46,625-	57,942
3514	Drawbridge Operator	1,942.40 BW		
3812	Electrical Conduit Mechanic	1760	36,748-	45,644
3799	Electrical Craft Helper	1760	36,748-	45,644
0851	Electrical Craft Helper - Exempt	21.86 HR		
3833	Electrical Mechanic	2,494.40 BW		
3853	Electrical Repairer	2,494.40 BW		
3863	Electrician	2,494.40 BW		
0917	Electrician - Exempt	31.18 HR		
3866	Elevator Mechanic	2,701.60 BW		
3860	Elevator Mechanic Helper	1907	39,818-	49,444
3357	Glazier	2,166.40 BW		
3393	Locksmith	2327 (3)	54,163-	60,385
3451	Masonry Worker	2485 (3)	57,838-	64,457
3423	Painter	2,276.80 BW		
3423 2	Painter II	2,384.00 BW		
3553 1	Pile Driver Worker I	2,457.60 BW		
3553 2	Pile Driver Worker II	2,701.60 BW		
3433	Pipefitter	2,600.00 BW		
3453	Plasterer	2,444.80 BW		
3443	Plumber	2,600.00 BW		
0965	Plumber - Exempt	32.50 HR		
3687 1	Police Surveillance Specialist I	2,668.80 BW		
3476	Roofer	2,122.40 BW		
3345	Senior Carpenter	2,612.80 BW		
3638	Senior Communications Electrician	2,739.20 BW		
3864	Senior Electrician	2,738.40 BW		
3424	Senior Painter	2,504.00 BW		
3424 2	Senior Painter II	2,612.00 BW		
3444	Senior Plumber	2,856.80 BW		
3477	Senior Roofer	2,331.20 BW		
3776	Senior Sheet Metal Worker	2,756.80 BW		
3775	Sheet Metal Worker	2,502.40 BW		
3348	Ship Carpenter	2,375.20 BW		
3428	Sign Painter	2,276.80 BW		
3819	Signal Systems Electrician	2,494.40 BW		
3811	Street Lighting Electrician	2,494.40 BW		
3493	Tile Setter	2,401.60 BW		
5615 1	Wastewater Treatment Electrician I	2,654.40 BW		

APPENDIX B

Operative on September 1, 2005

<u>CLASS CODE</u>	<u>TITLE</u>	<u>SALARY RANGE</u>	<u>ANNUAL RANGE</u>
5615 2	Wastewater Treatment Electrician II	2,917.60 BW	

**APPENDIX B – 1**  
**EXEMPT CLASSIFICATIONS**

In July 1986 Schedule “D” of Section 4.61 of the Los Angeles Administrative Code was repealed as a result of amendments to the Fair Labor Standards Act. Schedule “D” permitted periodic wage rate changes for certain exempt classes to reflect wage movements in private sector labor agreements. Wage rates for the following exempt classes will not be included in Schedule “A” and will be tied to salaries for regular Building Trades employees. The classes contained in this Appendix are listed here for salary purposes only and are not represented by the Los Angeles/Orange Counties Building and Construction Trades Council.

Operative, September 1, 2005, the following salaries shall be effective:

<b><u>Code No.</u></b>	<b><u>Title</u></b>	<b><u>Hourly Rate</u></b>
0851	Electrical Craft Helper – Exempt	\$ 21.86
0917	Electrician – Exempt	\$ 31.18
0965	Plumber – Exempt	\$ 32.50

APPENDIX C

Operative on September 1, 2006

CLASS CODE	TITLE	SALARY RANGE	ANNUAL RANGE	
3774	Air Conditioning Mechanic	2,652.00 BW		
3684	Assistant Communications Electrician	2,062.40 BW		
3818	Assistant Signal Systems Electrician	2,062.40 BW		
3809	Assistant Street Lighting Electrician	2,062.40 BW		
3343	Cabinet Maker	2,422.40 BW		
3344	Carpenter	2,422.40 BW		
3418	Carpet Layer	2,403.20 BW		
3353	Cement Finisher	2,224.00 BW		
3686	Communications Electrician	2,544.00 BW		
3758	Container Crane Mechanic	3,021.60 BW		
3685	Council Phone and Voicemail Technician	2279	47,585-	59,132
3514	Drawbridge Operator	1,981.60 BW		
3812	Electrical Conduit Mechanic	1794	37,458-	46,562
3799	Electrical Craft Helper	1794	37,458-	46,562
0851	Electrical Craft Helper - Exempt	22.30 HR		
3833	Electrical Mechanic	2,544.00 BW		
3853	Electrical Repairer	2,544.00 BW		
3863	Electrician	2,544.00 BW		
0917	Electrician - Exempt	31.80 HR		
3866	Elevator Mechanic	2,756.00 BW		
3860	Elevator Mechanic Helper	1944	40,590-	50,425
3357	Glazier	2,209.60 BW		
3393	Locksmith	2374 (3)	55,248-	61,596
3451	Masonry Worker	2535 (3)	58,986-	65,751
3423	Painter	2,322.40 BW		
3423 2	Painter II	2,432.00 BW		
3553 1	Pile Driver Worker I	2,506.40 BW		
3553 2	Pile Driver Worker II	2,756.00 BW		
3433	Pipefitter	2,652.00 BW		
3453	Plasterer	2,493.60 BW		
3443	Plumber	2,652.00 BW		
0965	Plumber - Exempt	33.15 HR		
3687 1	Police Surveillance Specialist I	2,722.40 BW		
3476	Roofer	2,164.80 BW		
3345	Senior Carpenter	2,664.80 BW		
3638	Senior Communications Electrician	2,793.60 BW		
3864	Senior Electrician	2,792.80 BW		
3424	Senior Painter	2,554.40 BW		
3424 2	Senior Painter II	2,664.00 BW		
3444	Senior Plumber	2,913.60 BW		
3477	Senior Roofer	2,377.60 BW		
3776	Senior Sheet Metal Worker	2,812.00 BW		
3775	Sheet Metal Worker	2,552.80 BW		
3348	Ship Carpenter	2,422.40 BW		
3428	Sign Painter	2,322.40 BW		
3819	Signal Systems Electrician	2,544.00 BW		
3811	Street Lighting Electrician	2,544.00 BW		
3493	Tile Setter	2,449.60 BW		
5615 1	Wastewater Treatment Electrician I	2,707.20 BW		

APPENDIX C

Operative on September 1, 2006

<u>CLASS CODE</u>	<u>TITLE</u>	<u>SALARY RANGE</u>	<u>ANNUAL RANGE</u>
5615 2	Wastewater Treatment Electrician II	2,976.00 BW	

**APPENDIX C – 1**  
**EXEMPT CLASSIFICATIONS**

In July 1986 Schedule “D” of Section 4.61 of the Los Angeles Administrative Code was repealed as a result of amendments to the Fair Labor Standards Act. Schedule “D” permitted periodic wage rate changes for certain exempt classes to reflect wage movements in private sector labor agreements. Wage rates for the following exempt classes will not be included in Schedule “A” and will be tied to salaries for regular Building Trades employees. The classes contained in this Appendix are listed here for salary purposes only and are not represented by the Los Angeles/Orange Counties Building and Construction Trades Council.

Operative September 1, 2006, the following salaries shall be effective:

<b><u>Code No.</u></b>	<b><u>Title</u></b>	<b><u>Hourly Rate</u></b>
0851	Electrical Craft Helper – Exempt	\$ 22.30
0917	Electrician – Exempt	\$ 31.80
0965	Plumber – Exempt	\$ 33.15

APPENDIX D

Operative on March 1, 2007

CLASS CODE	TITLE	SALARY RANGE	ANNUAL RANGE	
3774	Air Conditioning Mechanic	2,712.00 BW		
3684	Assistant Communications Electrician	2,108.80 BW		
3818	Assistant Signal Systems Electrician	2,108.80 BW		
3809	Assistant Street Lighting Electrician	2,108.80 BW		
3343	Cabinet Maker	2,476.80 BW		
3344	Carpenter	2,476.80 BW		
3418	Carpet Layer	2,457.60 BW		
3353	Cement Finisher	2,274.40 BW		
3686	Communications Electrician	2,601.60 BW		
3758	Container Crane Mechanic	3,089.60 BW		
3685	Council Phone and Voicemail Technician	2331	48,671-	60,468
3514	Drawbridge Operator	2,026.40 BW		
3812	Electrical Conduit Mechanic	1836	38,335-	47,606
3799	Electrical Craft Helper	1836	38,335-	47,606
0851	Electrical Craft Helper - Exempt	22.80 HR		
3833	Electrical Mechanic	2,601.60 BW		
3853	Electrical Repairer	2,601.60 BW		
3863	Electrician	2,601.60 BW		
0917	Electrician - Exempt	32.52 HR		
3866	Elevator Mechanic	2,818.40 BW		
3860	Elevator Mechanic Helper	1987	41,488-	51,553
3357	Glazier	2,259.20 BW		
3393	Locksmith	2428 (3)	56,501-	62,974
3451	Masonry Worker	2592 (3)	60,343-	67,254
3423	Painter	2,374.40 BW		
3423 2	Painter II	2,486.40 BW		
3553 1	Pile Driver Worker I	2,562.40 BW		
3553 2	Pile Driver Worker II	2,818.40 BW		
3433	Pipefitter	2,712.00 BW		
3453	Plasterer	2,549.60 BW		
3443	Plumber	2,712.00 BW		
0965	Plumber - Exempt	33.90 HR		
3687 1	Police Surveillance Specialist I	2,784.00 BW		
3476	Roofer	2,213.60 BW		
3345	Senior Carpenter	2,724.80 BW		
3638	Senior Communications Electrician	2,856.80 BW		
3864	Senior Electrician	2,856.00 BW		
3424	Senior Painter	2,612.00 BW		
3424 2	Senior Painter II	2,724.00 BW		
3444	Senior Plumber	2,979.20 BW		
3477	Senior Roofer	2,431.20 BW		
3776	Senior Sheet Metal Worker	2,875.20 BW		
3775	Sheet Metal Worker	2,610.40 BW		
3348	Ship Carpenter	2,476.80 BW		
3428	Sign Painter	2,374.40 BW		
3819	Signal Systems Electrician	2,601.60 BW		
3811	Street Lighting Electrician	2,601.60 BW		
3493	Tile Setter	2,504.80 BW		
5615 1	Wastewater Treatment Electrician I	2,768.00 BW		



APPENDIX D

Operative on March 1, 2007

<u>CLASS CODE</u>	<u>TITLE</u>	<u>SALARY RANGE</u>	<u>ANNUAL RANGE</u>
5615 2	Wastewater Treatment Electrician II	3,043.20 BW	

**APPENDIX D – 1**  
**EXEMPT CLASSIFICATIONS**

In July 1986 Schedule “D” of Section 4.61 of the Los Angeles Administrative Code was repealed as a result of amendments to the Fair Labor Standards Act. Schedule “D” permitted periodic wage rate changes for certain exempt classes to reflect wage movements in private sector labor agreements. Wage rates for the following exempt classes will not be included in Schedule “A” and will be tied to salaries for regular Building Trades employees. The classes contained in this Appendix are listed here for salary purposes only and are not represented by the Los Angeles/Orange Counties Building and Construction Trades Council.

Operative March 1, 2007, the following salaries shall be effective:

<b><u>Code No.</u></b>	<b><u>Title</u></b>	<b><u>Hourly Rate</u></b>
0851	Electrical Craft Helper – Exempt	\$ 22.80
0917	Electrician – Exempt	\$ 32.52
0965	Plumber – Exempt	\$ 33.90

## APPENDIX E

The following notes (A) should apply to employees in the Department of Airports only:

- A-1. One (1) person in the class of Senior Carpenter, Code 3345, shall receive 4 ½% higher salary than the incumbent of the highest compensated class regularly and directly supervised.
- A-2. Employees in the class of Locksmith, Code 3393, who have completed twelve months of service in the Department of Airports, and who is required to work on Computerized Access Control and Alarm Monitoring Card Entry System, shall receive salary at the second premium level rate above the appropriate step of the salary range prescribed for the class.

The following notes (B) shall apply to employees in the Harbor Department only:

- B-1. Whenever a Pile Driver Worker I, Code 3553-1, is assigned duties of a position in the same class for which a higher rate of compensation is prescribed, such employee shall receive compensation at the higher rate for each full work shift so assigned.
- B-2. Whenever any employee, except an employee in the class of Pile Driver Worker I or II, Code 3553-1 or -2, is required to perform the duties listed below during more than 50% of a work shift, such employee shall receive compensation for the work shift at the second premium level above the appropriate step rate of the salary range for the class.
  - 1. Working on a swing stage, bosun's chair or hydraulic lift platform; or
  - 2. Working above the road level on the superstructure of the Badger Avenue Bridge, a high water tank, cargo mast or on an incinerator stack; or
  - 3. Applying coal-tar pitch; or
  - 4. Operating compressed air spraying apparatus to spray emulsified asphalt or weed control chemical from a moving vehicle; or
  - 5. Working on a container crane, excluding ascending and descending via a normal access route to and from the machinery house, and also excluding all work performed in the machinery house of the container crane; or
  - 6. Climbing, descending, and working on floodlight poles over 60 feet in height.

- B-3. Whenever an employee is required to work rescheduled work shift made necessary due to changing tides, he/she shall receive salary at the appropriate overtime rate for each full hour worked prior to his/her regular starting time; and or his/her regular quitting time; provided, however, that such overtime rate shall not include shift differential premium pay for night work unless the employee is regularly assigned, as defined in Section 4.75 of the Los Angeles Administrative Code, to receive this premium.
- B-4. Any employee in the class of Locksmith, Code 3393, who has completed twelve months of service in the Harbor Department, who is required to work more than 50% of the time during a work shift on Computerized Access Control and Monitoring Card Entry System, shall receive eight dollars (\$8.00) for each shift when so assigned.
- B-5. Whenever an employee in the class of Container Crane Mechanic, Code 3758, has a structural steel welders certificate, said employee shall receive the equivalent of three premium levels (8.25%) above the regular salary rate for his/her class.
- B-6. Whenever a Pile Driver Worker I or II, Code 3553-1 or 2, has a certificate qualifying that employee as a Professional Diver, said employee shall receive the equivalent of two premium levels (5.5%) above the regular salary rate for his/her class for each day that such employee actually performs diving work.
- B-7. Whenever any Electrician, Code 3863 or Senior Electrician, Code 3864, employed in the Harbor Department and assigned to work on a Crane Maintenance Crew, such employee shall receive in addition to regular and premium compensation, for that class twenty three dollars (\$23.00) additional compensation for each day of such assignment.
- B-8. Whenever any one person employed in the class of Ship Carpenter, Code 3348, is assigned by management to act as a lead worker over other employees in the same classification, such employee shall receive compensation at the second premium level rate above the appropriate step of the salary range prescribed for the class for each day so assigned.

The following notes (C) shall apply to employees in the Information Technology Agency only:

- C-1. Whenever any Communications Electrician, Code 3686, or Senior Communications Electrician, Code 3638, when 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. The effective date of this change is April 28, 2002. (Formally Note E)

- C-2. Communications Electricians, Code 3686, or Senior Communications Electrician, Code 3638, when assigned to the Mt. Lee facility, shall receive \$10.00 extra per pay period in addition to all regular and premium compensation. (Formally Note N)
- C-3. Whenever a Communication Electrician, Code 3868, is required to ride in a City aircraft to test radio equipment, he/she shall receive \$12.00 extra per work shift for each such duty is performed in addition to all other regular and premium compensations. (Formally Note Q)
- C-4. Whenever a Senior Communications Electrician, Code 3638, is assigned to ride in any City aircraft to supervise testing the radio equipment in such aircraft, such employee shall receive \$12.00 for each day that such work is performed, in addition to his/her regular and premium compensation. (Formally Note W)
- C-5. An employee in the class of Senior Communications Electrician, Code 3638, 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, said employees will be compensated in the amount of forty five dollars and seventeen cents (\$45.17) per pay period. (Formally Note X)
- C-6. Any Communications Electrician, Code 3686, or Senior Communications Electrician, Code 3638, who is assigned 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.
- C-7. Any Communications Electrician, Code 3686, or Senior Communications Electrician, Code 3638, 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.
- C-8. Any Communications Electrician, Code 3686, or Senior Communications Electrician, Code 3638, 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 an inspector, shall receive, in addition to all regular and premium compensation, an additional 8.25% over the appropriate salary for the class.

- D. Whenever a Plumber, Code 3443, is regularly assigned to test backflow devices, he/she shall be reimbursed the cost of his/her County-issued backflow testers license.
- E. Upon determination by Department of Transportation management that any Signal Systems Electrician, Code 3819, possesses additional skills above class requirements in the areas of electronic theory, computer basics and diagnostics necessary to the preparation and repair of microprocessor units, including but not limited to the Type 170 traffic controller, and when such employee is assigned to the Controller Preparation Laboratory or the Controller Repair Laboratory, said employee will be compensated in the amount of \$41.05 extra in addition to all other regular and premium compensation per pay period.
- F. Whenever a Masonry Worker, Code 3451, is required to operate a pavement breaker, jackhammer, or earth tamper, such employee shall, in addition to his/her regular and premium compensation, receive seventy-five cents (\$.75) per hour for each full hour or portion thereof of such operation.
- G. Whenever an employee in the class of Street Lighting Electrician, Code 3811, Assistant Street Lighting Electrician, Code 3809, or Electrical Craft Helper, Code 3799, is assigned to pedestrian tunnel work for more than 50% of a work shift, such employee shall receive additional compensation at the second premium level above the rate of pay for the class for each day so assigned.
- H. One employee in the class of Electrical Craft Helper, Code 3799, when regularly assigned, as defined in Section 4.75 of the Los Angeles Administrative Code, to traffic signal head construction shall receive in addition to his/her regular and premium compensation, five percent (5%) above the rate of pay for the class for each day so assigned.
- I. Whenever a Masonry Worker, Code 3451, is assigned to replace or realign manhole covers, such employee 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 this class for each day so assigned.
- J. Whenever a Plumber, Code 3443, or Senior Plumber, Code 3444, is assigned to work full time at any wastewater treatment plant of the Bureau of Sanitation, such employee 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.

- K. Whenever a Communications Electrician, Code 3686, employed in the Police Department, is assigned to stake-out detail, such employee shall receive \$10.20 for each day of such assignment in addition to his/her regular and premium compensation.
- L. 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, said fee shall be 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.
- M. One Communications Electrician, Code 3686, in the Los Angeles Convention Center when regularly assigned to set-up and operate sound system equipment shall be compensated \$60.00 extra per pay period.
- N. Whenever an Electrician, Code 3863, in the Los Angeles Convention Center is assigned lead worker duties in the set-up or removal of exhibition related electrical appurtenances, shall receive \$1.75 per hour for each hour so assigned.
- O. Whenever an employee, other than a Pile Driver Worker I or II, Code 3553-1 or 2, is assigned to work with pressure treated creosote lumber for more than 50% of a work shift, shall receive \$6.00 extra per work shift.
- P. Whenever a qualified licensed employee is assigned to operate construction equipment for more than 50% of a work shift and such operation is not part of his/her normal job duties, he/she shall receive fifty cents (\$ .50) per hour over and above the normal salary rate.

The term "qualified" means an employee who possesses the necessary license(s) issued by the Department of Building and Safety that permits the operation of such construction equipment as the employee has been assigned to operate.

Any management decision pertaining to this interpretation, application and/or administration of this bonus shall be final and conclusive and shall not be subject to the grievance procedure.

- Q. A Painter I, Code 3423-1, or Painter II, Code 3423-2, who performs duties more than fifty percent (50%) of his/her time in any one working day working on a scaffold more than twenty five feet (25 ft.) in height, receive salary at the second premium level rate (5.5%) above the appropriate step rate of the salary range prescribed for this class for each day so assigned.

- R. Any Painter, Code 3423, who is required to perform drywall taping for more than fifty percent (50%) of the time during a work shift, shall receive eight dollars (\$8.00) for each shift when so assigned.
- S. Whenever a non-supervisory employee is assigned by management as a lead worker over other employees in the same classification or pay grade, shall receive one premium level above the regular rate of pay for his/her class for each day so assigned.
- T. Whenever a Painter, Code 3423, is assigned to operate a spray gun or similar machinery for the application of paint for more than fifty percent (50%) of the time, shall receive a five percent (5%) bonus above regular pay for each day so assigned.



## APPENDIX F

The following Department of Transportation employee assigned to the loop crews eligible to receive the 5.5% bonus specified in Article 6.7 (1) (A) is as follows:

<u>Name</u>	<u>Class Title</u>
Chris Grimm	Signal Systems Electrician

**LETTER OF INTENT  
MEMORANDUM OF UNDERSTANDING NO. 2  
2004 – 2007  
BUILDING TRADES RANK AND FILE  
REPRESENTATION UNIT  
  
PAYROLL SYSTEM**

**Increments of Compensated Time Off** - The City of Los Angeles is replacing the current Legacy payroll system with a new system called the Payroll System Replacement (PaySR) Project. PaySR will be able to accept compensated time off, such as vacation, sick, and CPTO, in increments of 30 minutes (1/2 hour). The current Legacy payroll system is not capable of accepting transactions of less than one hour. In addition, under the current provisions of the MOU and Administrative Code, employees are only able to use compensated time off (vacation, sick, and CPTO) in increments of one hour. During the term of this MOU, the parties agree to make any necessary technical corrections to the MOU provisions to allow employees to use compensated time off in increments of 30 minutes (1/2 hour), when the PaySR system is implemented.

**Elimination of Paper Paychecks** – The Parties agree to work with the Controller's Office to promote and encourage employees to utilize direct deposit or other non-paper paychecks during the term of this MOU. The Controller's Office would like to transition all employees in the bargaining unit to direct deposit of payroll checks or a pay card program by June 30, 2007.

FOR THE UNION:

  
\_\_\_\_\_  
Skip Henke

7-Aug-2006  
Date

FOR THE CITY:

  
\_\_\_\_\_  
William T Fujioka  
City Administrative Officer

8-10-06  
Date