

**MEMORANDUM OF UNDERSTANDING NO. 21
FOR JOINT SUBMISSION TO THE CITY COUNCIL**

**REGARDING THE
TECHNICAL RANK AND FILE UNIT**

**THIS MEMORANDUM OF UNDERSTANDING (hereinafter "MOU")
made and entered into this 18th day of August 2010.**

BY AND BETWEEN

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

AND THE

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

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ARTICLE 1.0 GENERAL PROVISIONS

ARTICLE 1.1 RECOGNITION

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

ARTICLE 1.2 PARTIES TO MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (hereinafter referred to as "MOU") is entered into on **August 18, 2010**, by the City Administrative Officer, as authorized management representative of the City Council, and the authorized management representatives of the Departments of Los Angeles World Airports, Animal Services, Los Angeles Department of Building and Safety, City Clerk, Community Development, Cultural Affairs, Fire, General Services, Harbor, Housing, Information Technology Agency, Library, Personnel, City Planning, Police, Public Works, Recreation and Parks, Transportation, Zoo, (hereinafter referred to as "Management"), and authorized representatives of the Engineers and Architects Association (hereinafter referred to as "Association") as the exclusive recognized employee organization for the Technical Unit.

ARTICLE 1.3 IMPLEMENTATION OF MEMORANDUM OF UNDERSTANDING

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

- a. The Association has notified the City Administrative Officer in writing that it has approved this Memorandum of Understanding in its entirety, and the City Administrative Officer has notified the Association in writing that the heads of those departments, offices or bureaus represented herein have approved this Memorandum of Understanding in its entirety in the manner required by law; and

- b. The City Council has approved this Memorandum of Understanding in its entirety. Where resolutions, ordinances or amendments to applicable codes are required, this Memorandum of Understanding shall not be binding, in whole or in part, until all such resolutions, ordinances, or amendments become effective.

ARTICLE 1.4 FULL UNDERSTANDING

Management and the Association acknowledge that during the meet and confer process, each had the unlimited right and the opportunity to make demands and proposals on any subject within the scope of representation and that this MOU constitutes the full and entire understanding of the parties regarding all such demands and proposals. The parties mutually understand that any prior or existing understandings or agreements by the parties, whether formal or informal, are hereby superseded or terminated.

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

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

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

ARTICLE 1.5 TERM

The term of this MOU shall commence on the date when the terms and conditions for its effectiveness, as set forth in Article 1.3, Implementation of Memorandum of Understanding, are fully met, but in no event shall said MOU become effective prior to the date of adoption by Council **August 18, 2010**. This MOU shall expire and otherwise be fully terminated at 11:59 p.m. on June 30, 2011.

ARTICLE 1.6 CALENDAR FOR SUCCESSOR MEMORANDUM OF UNDERSTANDING

In the event the Association or Management desires a successor MOU, said party shall serve upon the other its written proposals during the period of March 1 through March 31, 2011. Meet and confer sessions shall begin no later than thirty (30) calendar days following the receipt of the Association's proposals including salary proposal.

ARTICLE 1.7 OBLIGATION TO SUPPORT

During the period of time the proposed MOU is being considered by the Mayor, City Council, Council Committees, or the Commissions of those departments where the Commission is the Department head, neither the Association or Management, nor their authorized representatives, will appear before the Mayor, City Council, Council Committees, or said Commissions, nor meet with the members of the City Council or said Commissioners individually to advocate any addition or deletion to the terms and conditions of this MOU. However, this Article shall not preclude the parties from appearing before the Mayor, City Council, Council Committees or said Commissions, nor meeting with individual members of the City Council or said Commissioners to advocate or urge the adoption of this MOU.

ARTICLE 1.8 SAVINGS CLAUSE

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

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

The parties understand that many of the employees covered by this MOU may also be covered by the Fair Labor Standards Act of 1938, as amended, 29 U.S.C. Section 210 et seq. (FLSA). To the extent that any provision herein conflicts with the FLSA, employees covered by the FLSA shall receive benefits required hereunder and any additional benefits set forth herein if compatible with the FLSA.

ARTICLE 1.9 MANAGEMENT RIGHTS

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

ARTICLE 1.10 CITY- ASSOCIATION RELATIONSHIP

A. Continuity of Service to the Public

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

B. Mutual Pledge of Accord

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

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

C. No Strike - No Lockout

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

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

ARTICLE 1.11 RELEASE TIME FROM CITY SERVICE TO WORK FOR THE ASSOCIATION

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

- A. The employee shall submit the request for release at least 21 calendar days prior to the effective release date, specifying the starting and ending dates of release.

- B. The employee shall be paid the employee's current salary by the City while the employee is performing these duties for EAA.
- C. Employees shall retain all of their existing benefits, including, but not limited to medical, dental, deferred compensation plan, retirement benefits, and seniority accrual in their civil service class.
- D. The EAA shall reimburse the City for all documented actual salary and benefits costs incurred as a result of release time, including but not limited to, vacation, sick leave, compensated time off, retirement, short-term disability, life insurance, medical, dental, and workers' compensation. The benefits costs shall be based on the benefits rates established by the City Administrative Officer as contained in the City Budget in effect during the period of release time, and the cost of other benefits approved by the Joint Labor Management Benefits Committee that become effective during this period.
- E. Payment of any overtime worked while on release time shall be the responsibility of the EAA.
- F. The EAA shall make quarterly payments to the Controller of all reimbursable costs identified in Section D above.
- G. Employees on release time shall submit weekly timesheets (signed by the employee and the EAA Executive Director or Assistant Executive Director) to their respective Departmental Personnel Officer specifying the number of hours worked, and use of any sick leave, vacation time or compensated time off.
- H. Should an employee incur a work-related injury while on release time, he/she shall remain on release time with the EAA during the period of injury-on-duty (IOD), or until the release time has ended, and shall continue to be counted in determining the six employee maximum, as provided for above.
- I. When the employee returns from release time, he/she shall return to his/her civil service classification and pay grade at the time of release.
- J. Release time shall be granted for a maximum of 12 months in any three-year period. Additional release time shall be permitted only with management's approval.
- K. The employee must have passed probation in his/her current class to be eligible for release time.
- L. The EAA shall indemnify, defend and hold the City and its officers and employees harmless against any and all claims, suits, demands or other forms of liability that

might arise out of or result from any action taken by an employee in the service of the EAA.

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

ARTICLE 1.12 AMENDMENT OF MOU TO INCLUDE NEW CLASSES

Upon written notification from the Office of the City Administrative Officer to the Controller, this MOU shall be amended to incorporate the class and salary of any class accreted to this bargaining unit or any class in the bargaining unit which may have a name change after the adoption of this MOU.

ARTICLE 2.0 ASSOCIATION SECURITY

ARTICLE 2.1 UNIT MEMBERSHIP LIST

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

ARTICLE 2.2 NEW EMPLOYEE INFORMATION

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

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

2. The Engineers and Architects Association (EAA) has been certified to meet and confer with Management on matters pertaining to your wages, hours of work, employee benefits and other terms and conditions of employment, and is the exclusive recognized employee organization for all employees in the units listed above.
3. For additional information, contact EAA at 350 South Figueroa Blvd., Suite 600, Los Angeles, CA 90071, Telephone (213) 620-6920."

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

ARTICLE 2.3 WORK ACCESS

A full-time Association Staff Representatives shall have access to the facilities of the departments, offices or bureaus represented herein during working hours for the purpose of assisting employees covered under this MOU in the adjusting of grievances when such Association assistance is requested by the grievant(s), or investigating matters arising out of the application of the provisions of this MOU. Said representative shall request authorization for such visit by contacting the designated representative of the head of the department, office or bureau of the facility that the representative desires to visit. In the event immediate access cannot be authorized, the Association staff representative shall be informed as to the time when access can be granted.

The Association shall give to all heads of departments, offices or bureaus represented herein and to the City Administrative Officer a written list of its full-time Association Staff Representatives, which shall be kept current by the Association.

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

ARTICLE 2.4 USE OF CITY FACILITIES

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

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

ARTICLE 2.5 BULLETIN BOARDS

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

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

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

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

ARTICLE 2.6 ACTIONS BY EMPLOYEE RELATIONS BOARD

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

ARTICLE 2.7 EMPLOYMENT OPPORTUNITIES

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

ARTICLE 2.8 LEGISLATIVE CHECK-OFF

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

Said contributions shall be deducted by the Controller from twenty-four (24) bi-weekly payroll checks of each employee in this unit who voluntarily consents to said contribution by submitting a payroll deduction card signed by the individual employee. Remittance of the

amount of said deductions shall be sent to the Association by the Controller within thirty (30) working days after the conclusion of the month in which said deductions were deducted.

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

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

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

ARTICLE 2.9 AGENCY SHOP

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

A. DUES/FEES

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

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

- b. Notwithstanding any provisions of Article 2, Section 4.203 of the Los Angeles Administrative Code to the contrary, during the term of this MOU, payroll deductions requested by employees in this Unit for the purpose of becoming a member and/or to obtain benefits offered by any qualified organization other than the Association will not be accepted by the Controller. For the purpose of this provision qualified organization means any organization of employees whose responsibility or goal is to represent employees in the City's meet and confer process.
2. The CAO and the Association shall jointly notify all members of the representation unit that they are required to pay dues or a service fee as a condition of continued employment and that such amounts will be automatically deducted from their paychecks. The religious exclusion will also be explained. The cost of this communication and the responsibility for its distribution shall be borne by the City.

B. EXCEPTIONS

1. Management and Confidential Employees

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

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

2. Religious Objections

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

C. MANAGEMENT RESPONSIBILITIES

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

D. ASSOCIATION RESPONSIBILITIES

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

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

E. RESCISSION

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

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

ARTICLE 3.0 GRIEVANCES

ARTICLE 3.1 GRIEVANCE PROCEDURE *

- * Grievances filed prior to the adoption of this MOU shall be processed under the grievance procedure included in the MOU adopted as of February 2, 2007.

**The following procedure shall apply to all grievances
filed subsequent to adoption of this MOU:**

STATEMENT OF INTENT

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

DEFINITION

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

1. An impasse in meeting and conferring upon the terms of a proposed Memorandum of Understanding.
2. Any matter for which an administrative remedy is provided before the Civil Service Commission.
3. Any issue that the parties agree to refer to another administrative resolution process.
4. Evaluations and setting or adjusting of compensation for Executive Directors under Charter Section 508(d).

Employee Comment Sheet (Comment Card) – LAPD

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

GENERAL PROVISIONS

1. BINDING ELECTION OF PROCEDURE

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

2. GRIEVANCE PROCESS RIGHTS

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

3. TIME, TIME LIMITS AND WAIVERS

“Business days” shall be defined as Monday thru Friday, exclusive of City Holidays, as defined in article 7.5 of this MOU.

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

4. MEDIATION

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

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

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

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

5. EXPEDITED ISSUES

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

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

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

GRIEVANCE PROCESS

STEP 1 - ISSUE IDENTIFICATION AND INFORMAL DISCUSSION

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

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

STEP 2

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

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

STEP 3

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

Los Angeles Police Department only:

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

Failure of the grievant to serve such notice upon the Chief of Police shall constitute a waiver of the grievance. The grievance shall be heard by the Commission, or designee, within ten (10) business days of the receipt of the appeal, and a written decision shall be rendered within 30 business days from the date of meeting with the employee.

STEP 4 - ARBITRATION

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

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

1. Arbitration of a grievance hereunder shall be limited to the formal grievance as originally filed by the employee to the extent that said grievance has not been satisfactorily resolved. The proceedings shall be conducted in accordance with applicable rules and procedures adopted or specified by the Employee Relations Board, unless the parties hereto agree to other rules or procedures for the conduct of such arbitration. The fees and expenses of the arbitrator shall be shared equally by the parties involved, it being mutually understood that all other expenses including, but not limited to, fees for witnesses, transcripts, and similar costs incurred by the parties during such arbitration, will be the responsibility of the individual party incurring same.
2. The decision of an arbitrator resulting from any arbitration of a grievance hereunder shall be binding upon the parties concerned.
3. The decision of an arbitrator resulting from any arbitration of grievances hereunder shall not add to, subtract from, or otherwise modify the terms and conditions of this Memorandum of Understanding.

PROCEDURE FOR GRIEVANCES AFFECTING A GROUP OF EMPLOYEES

The Union may elect to file a grievance on behalf of two or more employees employed in the same department, office, or bureau. The facts and issues of the grievance must be the same.

PROCEDURE:

STEP 1

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

The General Manager, or designee, shall provide written notification to the Employee Relations Division of the City Administrative Officer of the receipt of the grievance. The General Manager, or designee, shall meet with no more than two grievants named in the group grievance and the Union within twenty (20) business days of receipt of the complete and proper group grievance filing to review the facts, solicit information on the proposed solution(s), or consider other appropriate administrative procedures. The General Manager, or designee, may include department managers who have knowledge of the grievance issues and/or

representatives from the CAO's Employee Relations Division in the meeting with the union. The General Manager, or designee, shall prepare a written response within twenty (20) business days of the meeting.

Los Angeles Police Department only:

Step 1A

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

STEP 2

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

ARTICLE 3.2 GRIEVANCE REPRESENTATION

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

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

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

If a grievance representative must leave the work location to represent a grievant, permission shall first be obtained from the representative's supervisor on a form provided for such purpose. Permission to leave will be granted unless such absence would cause an unreasonable interruption of work. If such permission cannot be granted promptly, the

grievance representative will be informed when time can be made available. Such time will not be more than forty-eight (48) hours, excluding scheduled days off and/or legal holidays, after the time of the grievance representative's request unless otherwise mutually agreed to. Denial of permission to leave at the time requested will, upon mutual agreement, constitute an extension of time limits provided in the grievance procedure equal to the amount of the delay.

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

ARTICLE 3.3 GRIEVANCES REGARDING SUSPENSIONS

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

ARTICLE 4.0 ON THE JOB

ARTICLE 4.1 SAFETY

Section I

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

Section II

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

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

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

Section III

If the procedures for handling a reported hazardous condition are not initiated, or if initiated, fail to affect a satisfactory solution of the problem within a reasonable time, the employee or his/her representative may call the City Occupational Safety Office and report such hazard.

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

ARTICLE 4.2 PERSONNEL FOLDERS

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

No evaluatory or disciplinary document may be placed in an employee's personnel file without his/her review and a copy of the document presented to him/her for his/her records. The employee shall acknowledge that he/she has reviewed and received a copy of the document by signing it with the understanding that such signature does not necessarily indicate agreement with its contents.

A written reprimand or "Notice to Correct Deficiencies" will be sealed upon the written request of an affected employee if he/she has not been involved in any subsequent related incidents that resulted in written corrective counseling or other Management action for a period of four (4) years from the date the most recent notice was issued or Management action taken.

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

ARTICLE 4.3 ACTING ASSIGNMENT PAY

Section I - Definition

It is the intent of Management to avoid working an employee on an out-of-class assignment. An out-of-class assignment is defined as any assignment requiring substantial work in a higher level position which is not usually included within the scope of the duties and responsibilities as defined by the class specifications for the class to which the assigned employee's regular position is allocated.

Section II - Waivers and Exceptions

- a. Nothing in this Article shall be construed as limiting Management's authority to make temporary assignments of qualified personnel during emergencies or unusual operating conditions. However, such assignments shall not be extended beyond the period of emergency or unusual operating conditions.
- b. Whenever an employee performs duties outside of the normal duties of his/her position for the purpose of training or providing experience, written confirmation of such performance will be placed in the employee's personnel file upon request by the employee. Management shall designate a knowledgeable person to supervise said training or experience.

Section III - Rate of Pay

An employee temporarily assigned higher level duties under the provisions of Section II.a, will continue to receive the rate of pay for his/her regular classification and pay grade. Upon completion of a qualifying period of thirty (30) working days during any ninety (90) calendar day period on such assignment, such employee shall become eligible for additional compensation. The higher compensation shall begin on the 31st working day of the assignment and shall continue thereafter for each day that the employee works in such assignment. Each such temporary assignment shall require completion of a new qualifying period each fiscal year, except when such assignment is either continuous or in the same City department, office or bureau. The employee qualifying for additional compensation shall receive salary at the second premium level (5.5%) above the appropriate biweekly rate for his/her class for each day on duty in such assignment. In the event that said assignment exceeds one hundred eighty (180) consecutive calendar days, Management will initiate a request to provide the higher level position authority, or initiate action to appoint a qualified employee to said position.

ARTICLE 4.4 REST PERIOD

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

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

ARTICLE 4.5 RAIN GEAR

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

<u>Class Code</u>	<u>Class Title</u>
1793-2	Photographer II
1793-3	Photographer III
2200-1	Forensic Print Specialist I
2200-2	Forensic Print Specialist II
2200-3	Forensic Print Specialist III
2200-4	Forensic Print Specialist IV
4292	Environmental Compliance Inspector
7228	Field Engineering Aide
7283	Land Surveying Assistant
7286-1	Survey Party Chief I
7286-2	Survey Party Chief II

ARTICLE 4.6 UNIFORMS OR OTHER REQUIRED WORK CLOTHING

Section I

The Department of Animal Service's present practices with regard to uniforms for the following classification will be continued during the term of this MOU.

<u>Code</u>	<u>Title</u>
2369	Veterinary Technician

Section II

Employees in the following classes and pay grades shall receive an allowance of \$6.00 bi-weekly for the acquisition of uniform items required or approved by the Personnel Department.

<u>Code</u>	<u>Title</u>
2309-1	Physical Therapist I
2309-2	Physical Therapist II
2310	Medical Assistant
2358-1	X-Ray and Laboratory Technician I
2358-2	X-Ray and Laboratory Technician II

Section III

The Zoo Department will provide each newly employed full-time Veterinary Technician a one-time, initial issue of wash and wear-type uniforms consisting of three shirts, three slacks and one jacket. These uniforms will be maintained, laundered or cleaned and replaced at the employee's expense.

Each full-time Veterinary Technician (Code 2369) will receive a uniform maintenance allowance of \$13.50 bi-weekly.

Section IV

Police Department employees in the following classes and pay grades shall receive an allowance of \$3.50 bi-weekly for the acquisition and maintenance of uniform items approved by their department:

<u>Code</u>	<u>Title</u>
2200-1	Forensic Print Specialist I
2200-2	Forensic Print Specialist II
2200-3	Forensic Print Specialist III
2200-4	Forensic Print Specialist IV

Persons employed in the class of Photographer, Code 1793, in the Police Department shall receive an allowance of \$10.00 bi-weekly for the acquisition and maintenance of uniform items approved by the Department.

Management shall also make available smocks for employees in the Scientific Investigation Division, Police Department, who require such clothing as a normal part of their job duties.

Section V

Employees in the following classes shall receive an annual cash allowance of \$100.00 for the purchase, repair and maintenance of safety-type work boots:

<u>Code</u>	<u>Title</u>	<u>Department/Bureau</u>
7228	Field Engineering Aide	Public Works – Street Services
4292	Environmental Compliance Inspector	Public Works – Sanitation

This payment shall be made by separate check distributed in February of each year.

Each department/bureau/office shall develop safety boot standards to include safety requirements, style and color consistent with operating needs and reasonable uniformity. All employees, including new hires and transfers, shall be responsible for compliance with these standards.

ARTICLE 4.7 TELECOMMUTING

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

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

ARTICLE 4.8 VDT ACCESSORIES

Any employee in this Unit who is a frequent operator of VDT equipment may request that Management provide applicable accessories for his/her work station, e.g., copy holder, separate lamp, no-reflective glare filter and/or a hood to be attached to the display unit screen. Management will evaluate the request and will provide the necessary item(s) for the workstation, subject to availability of the item(s) requested and budgeted funds for this purpose.

ARTICLE 4.9 TRANSPORTATION FIELD ENFORCEMENT EQUIPMENT

Management shall provide to each employee in the classes of Transportation Investigator, Code 4271, and Senior Transportation Investigator, Code 4273, who is assigned to field enforcement duties in the Bureau of Franchise Regulation, Department of Transportation, the following equipment: flashlight, handcuffs, leather gloves, bullet proof vest, cell phone, raid jacket, and latex gloves. Management shall replace such equipment when no longer serviceable.

ARTICLE 5.0 WORK SCHEDULES

ARTICLE 5.1 WORK SCHEDULES

Pursuant to the Fair Labor Standards Act (FLSA), employees shall have a fixed workweek that consists of a regular recurring period of 168 consecutive hours (seven 24-hour periods) which can begin and end on any day of the week and at any time of the day. The designated workweek for an employee may be changed only if the change is intended to be permanent and not designed to evade overtime requirements of the FLSA. Management may assign employees to work a four/ten, five/forty, nine/eighty or other work schedule. The Association will be entitled to consult with Management on the matter prior to the proposed action. The Association will also be entitled, upon request, to consult with Management if Management intends to deny a change in schedule to an employee. Management may require employees to change their work schedules (working hours or

change days off, except the split day) within the same FLSA workweek, providing that the change is not arbitrary, capricious or discriminatory. In the event Management's actions are shown to be arbitrary, capricious, or discriminatory before an arbitrator, the award of the arbitrator shall be to reverse the action of Management. However, the decision of the arbitrator shall be binding or advisory in accordance with Article 3.1. No employee shall be required to work a four/ten schedule against his or her will.

It is further agreed that Management shall retain the right to refuse an employee's request to work a four/ten, nine/eighty or other work schedule, and to require the reversion to a five/forty work schedule, providing that the exercise of such right is not arbitrary, capricious, or discriminatory. In the event Management's actions are shown to be arbitrary, capricious, or discriminatory before an arbitrator, the award of the arbitrator shall be to reverse the action of Management. However, the decision of the arbitrator shall be binding or advisory, in accordance with Article 3.1.

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

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

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

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

ARTICLE 5.2 DEPLOYMENT PERIOD (POLICE DEPARTMENT)

Notwithstanding the provisions of Sections 4.108 (Regular Hours of Work) and 4.113 (Overtime) of the Los Angeles Administrative Code to the contrary, employees in this Unit who are employed in the Police Department shall have a work schedule consisting of

twenty (20) days of work in each twenty-eight (28) day deployment period. Such day may be eight (8) hours, seven and one-half (7½) hours, or seven (7) hours as determined by the Chief of Police.

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

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

ARTICLE 5.3 HOURS OF WORK FOR POLYGRAPH EXAMINERS

All Polygraph Examiners will work an eight (8) hour shift, regardless as to whether they are assigned to work day, swing or graveyard.

ARTICLE 5.4 72- HOUR WORK SCHEDULE

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

ARTICLE 6.0 COMPENSATION

ARTICLE 6.1 SALARIES

A. The parties hereby agree that salary ranges set forth in Appendix A shall be operative on July 1, 2010.

ARTICLE 6.2 OVERTIME

Section I - Distribution of Overtime

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

policy. Failure to secure prior approval may result in discipline. Working and not recording the time is similarly prohibited.

Section II - Non-emergency Overtime

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

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

Compensation for overtime worked by employees in classifications listed in Appendix A herein, shall be for all hours worked in excess of 40 hours in a workweek. Management shall have the discretion to determine whether overtime compensation shall be in cash or time-off. Overtime compensation shall be in time off at the rate of one-and-one-half (1½) hours for each hour of overtime worked, or in cash at the rate of one-and-one-half (1½) times the employee's regular rate of pay.

Section IV - Compensatory Time Off

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

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

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

ARTICLE 6.3 SHIFT DIFFERENTIAL

Notwithstanding the provisions of Note N of Schedule A of Section 4.61 of the Los Angeles Administrative Code, any employee, when required to work 50% or more of his/her time

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

ARTICLE 6.4 BILINGUAL DIFFERENTIAL

Whenever an appointing authority determines that it is necessary or desirable that a position be filled by a person able to converse fluently in a language other than English, or write and interpret a language other than English, the appointing authority shall transmit to the Controller a written statement approving payment of a bilingual premium, as provided by this Article to the person occupying such a position and possessing such bilingual skills.

After authorizing payment of a bilingual premium, the appointing authority shall certify to the Controller the name of an employee eligible for a bilingual premium and the Personnel Department shall certify to the Controller that the employee has qualified under its standards of fluency and proficiency for said language.

Persons certified as being qualified by the Personnel Department shall receive a bilingual bonus of \$25 per pay period for duties requiring that they converse fluently in a language other than English, or \$50 per pay period for duties requiring that they interpret a language other than English, in addition to conversing fluently in that other language.

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

ARTICLE 6.5 SIGN LANGUAGE PREMIUM

Any qualified employee covered by the provisions of the MOU who is requested by the deaf services coordinator in the Department on Disability to utilize sign language shall receive compensation equal to 2¾ percent of their salary or wages for each business day the skill is utilized. Such practices of additional compensation shall be in accordance with Section 4.84.1 of the Los Angeles Administrative Code.

ARTICLE 6.6 COURT APPEARANCES

Section I

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

When an employee is required to appear in the Superior or Municipal Court in and for the County of Los Angeles outside of his/her normal duty hours, but on a matter arising within the scope of his/her employment, said employee shall be entitled to receive a minimum of one hour at 1½ times his/her regular rate of pay. Time spent in excess of the one-hour minimum guarantee shall also be at the rate of 1½ times the employee's regular rate of pay, payable in six (6) minute increments. No compensation shall be paid for the first forty-five (45) minutes of the Court's noon recess, provided, however, that no such compensation shall be allowed unless such employee is in actual attendance in court. Such compensation for court appearances may be in either time off or cash. Call back provisions are not applicable to court appearances.

Section II

The following court provisions shall apply to employees in the Police Department and Transportation Investigators (Code 4271) and Senior Transportation Investigators (Code 4273) in the Department of Transportation. These provisions apply only for the payment of overtime for court appearances outside of the normal duty hours of employees. Call back provisions are not applicable to court appearances.

A. Basic Compensation

Police Department Employees

An employee, at the employee's option, may report to court when subpoenaed or remain on call. If the employee elects to appear in court, the division supervisor must be notified, at the latest, one administrative day prior to the scheduled court appearance. If the employee wishes to remain on call, the employee must be able to appear in court not more than one hour after being notified that the employee's appearance is required in court. To appear in court more than an hour after having been notified will void the employee's right to on-call compensation. An employee need not remain at home, but must be available for telephonic notification at a location where the supervisor knows the employee can be reached.

Transportation Department Employees

Department Management shall determine if an employee reports to court or remains on an on-call status. If the employee is on an on-call status, the employee must be able to appear in court not more than one hour after being notified that the employee's appearance is required in court. To appear in court more than one hour after having been notified will void the employee's right to on-call compensation. An employee need not remain at home, but must be available for telephonic notification at a location where the supervisor knows the employee can be reached.

1. An off-duty employee shall receive a minimum of two (2) hours overtime compensation for any court day he/she is subpoenaed to be on call or required to appear.
2. An off-duty employee shall receive hour-for-hour overtime compensation for each additional hour of actual attendance in excess of the two (2) hour minimum provided for in paragraph A(1) above, with the following noontime recess exceptions:

<u>Length of Recess</u>	<u>Amount of Compensation</u>
Forty-five (45) minutes or less	None
Forty-six (46) minutes or more	All time over forty-six (46) minutes (in six [6] minute increments).

NOTE: An employee shall not receive court on-call overtime compensation and hour-for-hour overtime compensation for the same time period.

B. Multiple Cases

An off-duty employee who receives morning and afternoon subpoenas for separate cases on a court day shall receive overtime compensation as in paragraph A(1) above, for each case for a total of four (4) hours. In addition, he/she shall receive hour-for-hour overtime compensation for each additional hour of actual court attendance in excess of two (2) hours.

C. Exceptions to the Two Hour Minimum

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

1. Court appearances or on-call status commencing two (2) hours or less before the employee's regularly assigned shift begins. Compensation will be for the actual time between the commencement of the court appearance or on-call and the beginning of the employee's assigned shift with the same noon recess provisions as outlined in paragraph A(2) above.
2. Court appearances commencing two (2) hours or less after the employee's regularly assigned shift ends. Compensation will be for the actual time between the end of the employee's assigned shift and the termination of the court appearance with the same noon recess provisions as outlined in paragraph A (2) above..
3. Court appearances or on-call that begin during an employee's regularly assigned shift. Compensation will be for the actual time between the end of the employee's assigned shift and the termination of the appearance or on-call status with the same noon recess provisions as outlined in paragraph A (2) above.

ARTICLE 6.7 CIVIC DUTY

Whenever an employee is served with a subpoena by a court of competent jurisdiction which compels his/her presence as a witness during his/her normal working period, unless he/she is a party to the litigation or an expert witness, such employee shall be granted time off with pay in the amount of the difference between the employee's regular earnings and any amount he/she receives for such appearance. This Article is not applicable to appearances for which the employee receives compensation in excess of his/her regular earnings.

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

ARTICLE 6.8 JURY SERVICE

Any employee who is duly summoned to attend any court for the purpose of performing jury service or has been nominated and selected to serve on a Grand Jury, shall, for those days during which jury service is actually performed and those days necessary to qualify for jury service, receive his/her regular salary. However, any jury attendance fees received by the employee, except for jury service fees received for service on a regular day off or holiday shall be paid to the City. A prorated portion of jury service fees received by a half-time employee shall be paid to the City when those fees are received for jury service performed on days for which the employee is scheduled to work a portion of a day. The absence of any employee for the purpose of performing jury service shall be deemed to be an authorized absence with pay.

ARTICLE 6.9 MILITARY LEAVE

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

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

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

ARTICLE 6.10 MILEAGE

Each employee that is authorized to use his/her own vehicle, pursuant to Division 4, Chapter 5, Article 2 of the Los Angeles Administrative Code (LAAC), in the performance of his/her duties shall be reimbursed for transportation expenses at the rate of fifty (.50) cents per mile, effective January 1, 2010, for all miles traveled in any bi-weekly period, in addition to any and all salaries and other compensation otherwise provided for by law.

Notwithstanding Section 4.231 of the LAAC, employees authorized to use their personal vehicles pursuant to Section 4.229 of the LAAC who are required by Management to bring the vehicle to work each day shall receive a minimum payment of 10 miles per day, regardless of whether the vehicle is driven for City business. If an employee is not authorized or required to bring a vehicle to work for use in the course of their work assignment, they will no longer be provided a minimum payment of 10 miles per day.

During the term of this MOU, the cents per mile reimbursement shall be adjusted to an amount equal to the annual standard car mileage allowance as determined by the Internal Revenue Service (IRS). The City Administrative Officer shall certify to the Controller appropriate changes, if required, to become effective the beginning of the pay period in which the IRS change is effective.

ARTICLE 6.11 CALL BACK PAY

Section I

Whenever an employee is ordered by the administrative head of the department, office or bureau, or a designee, to return to duty following the termination of the work shift and departure from the work location, the employee shall receive minimum compensation equivalent to four (4) hours at the employee's appropriate overtime rate. Call Back time contiguous to and continuing into a normal work shift will not be treated as Call Back for purposes of this Article, but will instead be compensated as hour for hour overtime.

Section II

Whenever an employee in the Police Department is ordered by a designated representative of the Chief of Police to return to duty following the termination of the employee's normal work shift and departure from the work location, the employee shall receive the sum of ten (10) dollars if the call is canceled prior to the time the employee reports to the telephonically/electronically assigned work location. The employee shall be entitled to only one such payment in each twenty-four (24) hour period commencing with the termination of the employee's normal work shift. The following class titles/series (all pay grades) are expressly eligible for Call Back Pay under this provision: Photographer (Code 1793); Forensic Print Specialist (Code 2200); and Polygraph Examiner (Code 2240).

Section III

If an employee is called out, under the provisions of Section I, within four (4) hours of the first call out, the employee shall receive a second four (4) hours pay or eight (8) hours pay at the employee's appropriate overtime rate.

ARTICLE 6.12 DISTURBANCE CALLS

The following provisions apply to the compensation for disturbance calls outside of normal duty hours for FLSA non-exempt employees:

- I. Employees in the classes and pay grades of Photographer I, II, and III (Code 1793), Examiner of Questioned Documents I and II (Code 3229), Police Composite Artist (Code 1650), and Firearms Examiner (Code 2233), in the Police Department; employees in the classes and pay grades of Computer Operator I and II (Code 1427), Senior Computer Operator I and II (Code 1428), Data Processing Technician I and II (Code 1136), Applications Programmer (Code 1429), Systems Programmer I, II, and III (Code 1455), and Information Services Specialist (Code 1456), in the Information Technology Agency; employees in the class of Environmental Waste Inspector (Code 4292), in the Bureau of Sanitation, Department of Public Works;

employees in the class and pay grade of Transportation Planning Associate II (Code 2480-2), assigned to the Charter Bus Program in the Department of Transportation; and, effective July 1, 2005, employees in the classes and pay grades of Computer Operator I and II (Code 1427), Senior Computer Operator I and II (Code 1428), and Systems Programmer I, II, and III (Code 1455), in the Harbor Department.

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

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

ARTICLE 6.13 ON CALL/STANDBY COMPENSATION

Persons employed in the classes listed below in the Information Technology Agency, Department of Public Works, Bureau of Sanitation, and the Departments of Harbor and Airports, who are subject to call to correct or maintain the computer equipment, operating system software, or applications programs during the employee's off-duty hours on a

regularly scheduled work day or anytime, shall receive, when assigned to standby for such purposes, in addition to any other compensation provided for herein, the sum of \$24.00 for each day of such assignment.

<u>Code</u>	<u>Title</u>
1427	Computer Operator
1428	Senior Computer Operator
1429	Applications Programmer
1455	Systems Programmer
1456	Information Services Specialist
1470	Data Base Architect

Whenever an employee in the above listed classes is required, as part of his or her On Call/Standby assignment, to remotely or off-site troubleshoot or participate in job-related tasks, the employee shall receive compensation of no less than one (1) hour at the appropriate hourly rate. If the remote task(s) exceed one hour in duration, the employee shall be compensated for each such hour at the appropriate hourly rate.

Persons employed in the Police Department in the Photographer, Polygraph Examiner and Forensic Print Specialist series (for all pay grades) when required to be on standby by a designated representative of the Chief of Police, shall receive, in addition to any other compensation provided for herein, one (1) hour straight time compensation for each eight (8) hours that they are required to be on standby, except for standby assignments on Saturdays, Sundays or City Holidays as listed in Article 7.5-A of this MOU, for which they shall receive one (1) hour straight time compensation for each six (6) hours that they are required to be on standby.

Persons employed in the Department of Public Works, Bureau of Sanitation, as a Laboratory Technician (Code 7854) when assigned to standby during their off-duty hours shall receive, in addition to any other compensation provided for herein, the sum of \$24.00 for each day of such assignment.

All employees in the class of Environmental Waste Inspector (Code 4292) when assigned to standby during their off-duty hours shall receive, in addition to any other compensation provided for herein, the sum of \$24.00 for each day of such assignment.

Employees in the class of Firearms Examiner (Code 2233) and employees in the class of Transportation Planning Associate II (Code 2480) assigned to the Charter Bus Program in the Department of Transportation when assigned to standby during their off-duty hours shall receive, in addition to any other compensation provided for herein, the sum of \$24.00 for each day of such assignment.

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

ARTICLE 6.14 TEMPORARY SUPERVISORY PAY

Section I

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

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

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

Section II

An employee qualifying for additional compensation as stated above shall receive salary at the second premium level (5.5%) above the appropriate bi-weekly rate for his/her class.

Section III

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

ARTICLE 6.15 CIVILIAN SUPERVISORY DIFFERENTIAL

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

ARTICLE 6.16 SALARY STEP ADVANCEMENT

Upon adoption of this MOU, notwithstanding Los Angeles Administrative Code (LAAC) Section 4.92, subsections (a), (b), and (f) (1), the following salary step advancement procedures shall apply to all members of this Unit who are appointed or promoted on or after the effective date of this MOU to classifications that are compensated on a salary range basis.

FULL – TIME EMPLOYEES

A. The first Salary Step Advancement Following Initial Appointment or Promotion

The first salary step advancement for an employee in this Unit who has been initially appointed to City service or who has been appointed or assigned (through pay grade advancement) to a position on a higher salary range shall occur at the beginning of the payroll period following completion of 2080 regular paid hours or 12 months of service. This date shall become the employee's step advancement anniversary date, except under the circumstances in section C below.

B. Subsequent Step Advancement

Each subsequent step advancement shall occur at the beginning of the pay period following the completion of 2080 regular paid hours or 12 months of service, except under the circumstances in section C below, until the top step has been reached.

C. Extension of Step Advancement Date – Uncompensated Hours

Uncompensated absences of sixteen days (128 hours for employees on a work schedule other than 5/40) or less during the 2080-hours qualifying period and during each subsequent 2080 hours annual period shall not extend the step advancement date. The step advancement date shall be extended one working day for each working day absent (or one hour for each hour of aggregate uncompensated absence in excess of 128 hours). Employees who are injured on duty and are compensated in accordance with Division IV of the Labor Code of the State of California and Article 7 of Division 4 of the LAAC shall not have their advancement changed due to their workers' compensation status.

D. Consecutive Appointments within a 12 Month Period

Consecutive appointments or assignments to positions within the same top step salary rate in the 12 months (2080 hours) following an appointment or assignment shall be treated as one appointment or assignment for step advancement purposes.

E. Appointments to New Positions with the Same or Lower Salary Range

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

PART TIME EMPLOYEES

F. Civil Service Half-Time Employees

The initial salary step advancement for a half-time, but less than full time, employee in a position compensated on a salary range basis shall be in the payroll period following the compensation of 1040 regular paid hours or 12 months of service. Each subsequent step advancement shall be in the pay period following the completion of 1040 additional regular paid hours or completion of an additional 12 months of service. Hours of service in excess of those required for step advancement in a 12-month time period shall be carried forward for credit in the next 12-month period.

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

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

ARTICLE 7.0 BENEFITS

ARTICLE 7.1 CIVILIAN MODIFIED FLEXIBLE BENEFITS PROGRAM

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

If there are any discrepancies between the benefits described herein and the Flex Program approved by the Joint Labor-Management Benefits Committee, this MOU will take precedence. Any disputes related to the application of the provision in Article 7.1 shall be referred to a Dispute Resolution Committee (DRC). Disputes presented to the DRC are limited to issues related to the new co-pays, employee contribution rates and elimination of Flex credits. The DRC will be composed of three parties; a representative of EAA, a representative of the City Administrative Office and a representative of the Personnel

Department. The DRC decision is binding and any issue presented to, and ruled on by the DRC is not grievable or arbitrable. Disputes shall be submitted to a committee for resolution comprised of a representative of the Personnel Department, City Administrative Officer, and EAA.

Section I - Health Plans

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

Management has agreed to contribute a monthly sum not to exceed \$1,060.54 per month, effective January 1, 2010, per full-time employee, toward the cost of a City-sponsored health plan for employees who are members of LACERS.

Effective January 1, 2010, for each half-time employee, as defined by Section 4.110 of the Los Angeles Administrative Code (LAAC) who becomes a member of LACERS after July 1, 1990, and for each employee who transfers from full-time to half-time status after July 1, 1990, Management has agreed to contribute a monthly subsidy not to exceed \$407.90 per employee. Effective January 1, 2011, Management agrees to contribute a monthly subsidy not to exceed \$413.08 per half-time employee.

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

The parties agree that effective January 1, 2011 and for the remaining term of this MOU, full time employees who are members of this Unit shall contribute via payroll deduction a bi-weekly amount toward their health plan premium cost, as indicated in the following chart. The difference between the City's health plan premium cost and the employee contribution constitutes the City's contribution (health plan subsidy). The maximum City monthly subsidy shall not exceed \$1,130.54 which is the Kaiser HMO family coverage rate for 2011.

FULL-TIME EMPLOYEES - BI-WEEKLY CONTRIBUTIONS

Plan	Employee	Employee + Spouse/ DP	Employee + Child(ren)	Employee + Family
Anthem Blue Cross HMO	\$10.54	\$23.15	\$20.98	\$39.73
Anthem Blue Cross PPO	\$16.98	\$222.28	\$118.16	\$328.20
Kaiser HMO	\$10.87	\$23.92	\$21.74	\$28.26

Effective January 1, 2011 the office visit co-pay in the HMO plans for employees covered by this MOU shall increase to twenty dollars (\$20). There shall be no co-pay for

preventative care office visits. Federal Healthcare Reform legislation guidelines shall be utilized to determine what constitutes "preventative care". Effective January 1, 2011 the Flex Credit allowance of \$7.50 bi-weekly for full time employees covered by this MOU shall be eliminated.

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

Full-time employees who work a temporary reduced schedule under the provisions of Article 7.8, Family and Medical Leave, shall continue to receive the full-time employee subsidy and shall be subject to any adjustments applied to that subsidy as provided in this Article.

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

Section II - Dental Plans

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

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

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

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

Association-Sponsored Dental Insurance

Employees may elect to be covered by one of the Union-sponsored dental insurance programs instead of by the City-sponsored dental insurance plan. The amount to be remitted for each employee covered by an Association sponsored plan shall not exceed

\$49.84 monthly. Enrollment in the Association plans shall be available to all employees regardless of Association membership or affiliation. Employees may not receive a subsidy for more than one of the City-sponsored or Union-sponsored dental plans.

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

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

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

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

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

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

Section III - Definition of Dependents

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

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

Section IV - General Provisions

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

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

Section V - Subsidy during Family or Medical Leave

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

ARTICLE 7.2 RETIREMENT BENEFITS

A. Benefits

Retirement benefits including the Beta Retirement Formula and the subsidy will be continued during the term of this MOU. Effective July 1, 2010 for employees hired prior to January 1, 1983, a flat-rated contribution of six percent (6%) shall be implemented. For employees hired January 1, 1983 and thereafter, a flat-rated 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 LACERS are affected shall be recommended to the City Council by the City Administrative Officer as affecting the membership of all employees in LACERS. Such modifications need not be included in an MOU in order to be considered appropriately negotiated.

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

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

ARTICLE 7.3 SICK LEAVE BENEFITS

Every full-time employee shall be entitled to sick leave with pay if the employee is compelled to be absent from work due to any illness or injury other than that caused by or arising from the employee's own moral turpitude. Such sick leave shall be allowed as follows:

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

No sick leave at partial pay shall be allowed any employee unless and until all sick leave with full pay to which the employee is entitled shall have been used.

All sick leave shall be taken in whole hour increments.

Payment for Unused Sick Leave

Any unused balance of sick leave at full pay at the end of any calendar year shall be carried over and accumulated from one calendar year to the next to a maximum of 100 working days, provided, however, that any sick leave at full pay remaining unused at the end of any calendar year, which if added to an employee's accumulated sick leave at full pay will exceed 100 working days, shall, as soon as practicable after the end of each calendar year, be compensated for by cash payment of 50% of the salary rate current at the date of payment with the exception of calendar year 2010 for employees covered by this MOU.

Unused sick leave hours at full pay accumulated and remaining unused at the end of calendar year 2010, which if added to an employee's accumulated sick leave at full pay will exceed 100 working days, shall be converted to accrued compensatory time off hours at 50% of the value of the excess sick leave hours (at a ratio of one hour of compensatory time off for two hours excess sick leave) as soon as practicable after January 1, 2011.

If an employee retires from the service of the City, or if an employee who is eligible to retire on or after July 1, 1996 dies prior to retirement, any balance of accumulated sick leave at full pay remaining unused at the date of retirement or death shall be compensated to the employee, or in the event of the death of the employee, to his/her legal beneficiaries, by cash payment at 50% of the employee's salary rate on the date of retirement or death.

If an employee retires from the service of the City, or if an employee who is eligible to retire on or after January 1, 1997 dies prior to retirement, any balance of accumulated sick leave at 50% of full pay remaining unused at the date of retirement or death shall be compensated to the employee, or in the event of the death of the employee, to his/her legal beneficiaries, by cash payment at 25% of the employee's salary rate on the date of retirement or death.

The City Council may, by resolution, authorize cash payment to the legal beneficiaries of any City employee who, on or after January 1, 1990, is killed during the performance of job-related duties for the balance of the employee's accumulated full-pay sick leave at 100% of the employee's salary rate on the date of his/her death.

In no instance shall an employee or his/her beneficiaries be compensated more than once for accumulated full pay sick leave any 50% sick leave upon retirement or death.

Any unused balance of sick leave at 75% of full pay at the end of any calendar year shall be carried over and accumulated from one calendar year to the next to a maximum of 100 working days at 75% pay. All accrued sick leave at partial pay in excess of such maximum amount shall be deemed waived and lost.

Preventive Medicine

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

Doctor's Certificate Requirement

Payment for sick leave at full pay for any period of three consecutive working days or less may be allowed upon approval of the appointing authority. No payment, however, for sick leave in excess of three consecutive working days shall be made until a doctor's certificate or other suitable and satisfactory proof showing the fact of the illness and the necessity for the absence, together with such other satisfactory proof of the probity of the claim as may be required as been received, accepted and approved by the employee's appointing authority and reported to the Controller. Nothing in this Article shall prevent the appointing authority from requiring a doctor's certificate or proof of illness at any time.

Extended Sick Leave

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

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

In any case where use of sick leave with either full or partial pay, or both, extends for more than 63 consecutive working days beyond the first 25 consecutive working days, and for

each successive period of 63 working days thereafter, the appointing authority shall reinstate the procedure set forth above before payment for more than each 63 consecutive days may be made.

Leave for Pregnancy

Every full-time and half-time employee shall be entitled to use sick leave accrued pursuant to this Article if that employee is unable to work due to the employee's own pregnancy, childbirth, or related medical conditions.

ARTICLE 7.4 FAMILY ILLNESS

Any employee who is absent from work by reason of the illness or injury of a member of his/her immediate family, and who has accrued unused sick leave at full pay, shall, upon the approval of the appointing authority be allowed leave of absence with full pay for a maximum of 12 working days in any one calendar year. The appointing authority may require that the employee furnish a doctor's certificate or other suitable proof showing the nature and extent of the injury or illness to justify such absence.

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

Any employee claiming a domestic partner for purposes of this Article shall complete a confidential affidavit to be filed in the Employee Benefits Office, Personnel Department, which shall be signed by the City employee and the domestic partner, declaring the existence of a domestic partnership with a named domestic partner.

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

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

ARTICLE 7.5 HOLIDAYS AND HOLIDAY PAY

A. The following days shall be treated as holidays:

1. New Year's Day (January 1)
2. Martin Luther King, Jr.'s Birthday (the third Monday in January)
3. President's Day (the third Monday in February)
4. Cesar E. Chavez' Birthday (the last Monday in March)
5. Memorial Day (the last Monday in May)
6. Independence Day (July 4)
7. Labor Day (the first Monday in September)

8. Columbus Day (the second Monday in October)
 9. Veteran's Day (November 11)
 10. Thanksgiving Day (the fourth Thursday in November)
 11. The Friday after Thanksgiving Day
 12. Christmas Day (December 25)
 13. Any day or portion thereof declared to be a holiday by proclamation of the Mayor with the concurrence of the City Council by resolution.
 14. One unspecified holiday (per calendar year)
- B. When any holiday from 1 through 12 above falls on a Sunday, it shall be observed on the following Monday.
- C. When any holiday from 1 through 12 above falls on a Saturday, it shall be observed on the preceding Friday.
- D. Any holiday declared by proclamation of the Mayor, shall not be deemed to advance the last scheduled working day before a holiday for purposes of computing any additional time off.
- E. Whenever a holiday from 1 through 12 above occurs during an employee's regular scheduled work week, eight (8) hours of paid leave shall be credited for the purpose of computing overtime pay for work performed after forty (40) hours.
- F. Whenever a holiday listed under 13 and/or 14 above occurs during an employee's regularly scheduled work week, the appropriate number of hours of paid leave shall be credited for the purpose of computing overtime pay for work performed after forty (40) hours.
- G. Whenever an employee's 9/80 or modified day off falls on a holiday, the employee shall take an alternative 9/80 day off within the same workweek and calendar week as the holiday.
- H. An employee who works 1) in excess of eight (8) hours on any holiday listed from 1 through 12 above, or 2) in excess of any day or portion thereof declared to be a holiday by proclamation of the Mayor, shall be paid at the appropriate holiday premium pay rate for his/her class. Employees shall not receive both overtime and holiday premium (as defined above) pay for the same hours. This section shall not apply to employees who are salaried, in accordance with Article 6.2, Section V.
- I. Holiday Premium Pay – Any FLSA non-exempt full-time employee who works on any holiday listed above will receive eight (8) hours (or portion thereof as specified above in A.13) of holiday pay and one and one-half (1-1/2) the hourly rate for all hours worked on the observed holiday; provided, however, that the employee has (1) worked his/her assigned shift immediately before, and his/her assigned shift

immediately after the holiday, or (2) prior to such holiday Management has authorized the employee to take paid leave time off in lieu of the requirement to work said shifts. Any employee who fails to meet these requirements will be paid at the rate of one hour for each hour worked. Employees shall not receive both overtime and holiday premium pay (as defined above) for the same hours.

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

same calendar year, will not receive an additional unspecified holiday when rehired.

ARTICLE 7.6 VACATION

Section I – Vacation Accrual

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

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

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

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

ARTICLE 7.7 BEREAVEMENT LEAVE

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

designated to determine such matters, be allowed a leave of absence with full pay for a maximum of three working days for each occurrence of a death in the employee's immediate family. Such employees shall furnish a death certificate or other satisfactory proof of the death to justify the absence. "Immediate family" shall include, father, father-in-law, mother, mother-in-law, brother, sister, spouse, child, grandfather, grandmother, stepparents, stepchildren, grandchildren, any relative who resided in the employee's household, the domestic partner of an employee, and the following relatives of an employee's domestic partner: child, grandchild, mother, father. For the purpose of this Article, simultaneous, multiple family deaths will be considered as one occurrence. Bereavement Leave may be taken during a period of up to three hundred seventy (370) calendar days after the occurrence.

Any employee claiming a domestic partner for purposes of this Article shall complete a confidential affidavit to be filed in the Employee Benefits Office, Personnel Department, which shall be signed by the City employee only, declaring the existence of a domestic partnership with a named domestic partner. By extending to an employee the specific benefits defined by this Article, the City does not intend to confer or imply any other unspecified benefits to such employee, or to the employee's domestic partner, or to any other person.

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

ARTICLE 7.8 FAMILY AND MEDICAL LEAVE

I. Authorization for Leave

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

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

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

Exception: Under the provisions of this Article, a pregnant employee may be eligible for up to four months (nine pay periods) for childbirth disability and up to an additional four months (nine pay periods) for purposes of bonding. (See Sections IV. A and F of this Article.)

II. Definitions

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

III. Eligibility

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

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

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

Spouses or domestic partners who both work for the City may take leave under the provisions of this Article at the same time to care for a sick parent, however, the aggregate period of time to which both are entitled is limited to the time allowed for only one employee.

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

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

IV. Conditions

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

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

Employees (either parent) are also eligible for family leave ("bonding") under the California Family Rights Act, which shall be limited to four months (nine [9] pay periods) and must be concluded within one year of the child's birth.

(The administration of such leave shall be in accordance with Section III, B. of this Article.)

- B. **Adoption** - The start of a family leave for adoption or foster care shall begin on a date reasonably close to the date the child is placed in the custody of the employee. Leave may also be granted prior to placement if an absence from work is required.
- C. **Family Illness** - The start of a family leave for a serious health condition of a family member shall begin on the date requested by the employee.
- D. **Employee's Own Illness** - The start of a leave for the employee's own serious health condition shall begin on the date requested by the employee or designated by Management.
- E. A **serious health condition** is defined as an illness, injury, impairment, or physical or mental condition that involves any period of:
1. Incapacity or treatment connected with inpatient care in a hospital, hospice, or residential medical care facility; or
 2. Incapacity requiring an absence of greater than three days involving continuing treatment by or under the supervision of a health care provider; or
 3. Incapacity (or treatment resulting there from) due to a chronic or serious health condition; or
 4. Incapacity that is permanent or long-term due to a condition for which treatment may not be effective; or
 5. Absences to receive multiple treatments (including any period of recovery there from) 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. Incapacity due to pregnancy or for prenatal care.
- F. **Continuous, Intermittent, and Reduced Work Schedule Leave** - All leave granted under this Article shall normally be for a continuous period of time for each incident.

An employee shall be permitted to take intermittent leave or work on a reduced schedule to take care of a family member with a serious health

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

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

- G. If any employee requires another leave for a separate incident under the provisions of this Article during the same 12 month period, a new request must be submitted.
- H. A personal leave beyond the four (4) month (nine [9] pay periods) leave provided in this Article may be requested, subject to the approval of the appointing authority and, if required, the Personnel Department, as provided under other City leave provisions.
- I. An employee receiving temporary workers' compensation benefits (either IOD or the rate provided in Division IV of the California Labor Code) who meets the eligibility requirements in III.A. of this Article shall automatically be considered to be on family and medical leave, effective the first day of the employee's absence.
- J. Management has the right to request and verify the medical certification of a serious health condition by a health care provider for a leave under the provisions of this Article Management shall allow the employee at least 15 calendar days to obtain the medical certification.
- K. Upon return from family or medical leave, an employee shall be returned to his/her original job or to an equivalent job.

V. Notice Requirements

A. Employee

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

B. Management

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

VI. Applicable Time Off

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

A. Childbirth (Mother)

1. Accrued sick leave (100% or 75%) or vacation for the entire period of disability that a health care provider certifies is necessary (including prenatal care or the mother's inability to work prior to the birth) may be taken at the employee's discretion.
2. For the non-disability portion of childbirth leave (before delivery or after ["bonding"]) accrued vacation available at the start of the leave shall be used prior to the use of time under 3, 4, 5, and 6 below.
3. Accrued 100% sick leave. The use of sick leave under this subsection is at the employee's discretion.
4. Accrued 75% sick leave, following use of all 100% sick leave. The use of sick leave under this subsection is at the employee's discretion.
5. Unpaid leave.

6. Accrued compensatory time off may be used at the employee's discretion, with Management approval, after exhaustion of 100% sick leave (No. 3 above). In accordance with the final Department of Labor Regulations, which became effective January 16, 2009, and govern the federal Family and Medical Leave Act, any use of accrued compensatory time off under this Section shall be counted against the employee's annual family and medical leave entitlement.

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

1. Annual family illness sick leave up to twelve (12) days may be used at the employee's discretion. Such leave may be taken before or after the vacation described in 2 below.
2. Accrued vacation available at the start of the leave shall be taken. Such time must be used prior to the use of time under 3, 4, 5, and 6 below.
3. Accrued 100% sick leave. The use of sick leave under this subsection is at the employee's discretion.
4. Accrued 75% sick leave following use of all 100% sick leave. The Use of sick leave under this subsection is at the employee's discretion.
5. Unpaid leave.
6. Accrued compensatory time off may be used at the employee's discretion, with Management approval, after exhaustion of 100% sick leave (No. 3 above). In accordance with the final Department of Labor Regulations, which became effective January 16, 2009, and govern the federal Family and Medical Leave Act, any use of accrued compensatory time off under this Section shall be counted against the employee's annual family and medical leave entitlement.

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). In accordance with the final Department of Labor Regulations, which became effective January 16, 2009, and govern the federal Family and Medical Leave Act, any use of accrued compensatory time off under this Section shall be counted against the employee's annual family and medical leave entitlement.

VII. Sick Leave Rate of Pay

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

VIII. Monitoring

Management shall maintain such records as are required to monitor the usage of leave as defined in this Article. Such records are to be made available to the Association upon request.

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

ARTICLE 7.9 DISABILITY INSURANCE PLAN

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

ARTICLE 7.10 DEPENDENT CARE REIMBURSEMENT ACCOUNT

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

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

ARTICLE 7.11 EMPLOYEE ASSISTANCE PROGRAM

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

ARTICLE 7.12 WORKERS' COMPENSATION

Section I

Management agrees to continue providing Workers' Compensation benefits in accordance with Section 4.104 of the Los Angeles Administrative Code. During the term of this MOU, salary continuation payments during absences for temporary disability conditions shall be an amount equal to the employee's regular bi-weekly, 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 bi-weekly gross salary rate less the mandatory deduction for Federal and State income tax withholding and employee retirement contributions. The employee will be able to make adjustments in his/her voluntary deductions while on temporary disability leave but will not be able to change the amount normally deducted for State and Federal income taxes, unless the employee has changed those deductions to those which he/she is legally entitled to take within ten (10) days of the commencement of any disability leave, or within ten (10) days of any change in dependents.

Section II

Section I of this Article shall not apply to employees who are certified off duty for temporary total disability resulting from a "sudden severe traumatic injury." Such an employee shall receive 90% of his/her regular salary at the salary rate in effect at the time of incurring the disability condition.

"Sudden severe traumatic injury" shall mean an on-duty injury received as a result of a sudden and unexpected physical trauma which results in hospitalization or immediate medical care. Examples of such an injury would include a gunshot wound, an injury from a blow or fall, an automobile accident, or an accident involving equipment failure. Examples of injuries which would not meet this definition would include communicable illnesses (except for illnesses contracted as the result of a sudden severe traumatic injury) or job stress. The Occupational Health and Safety Division of the Personnel Department shall certify a "sudden severe traumatic injury" to the Controller.

Section III

When an employee is placed off-duty as the result of a reoccurrence of a previously certified injury on duty, the employee's disability pay will be based on the employee's salary as of the date of the reoccurrence.

Section IV

Notwithstanding Section 4.246 of the Los Angeles Administrative Code, employees who are certified off duty for temporary total disability shall continue to accrue vacation credit during the period of disability.

ARTICLE 7.13 PARKING

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

Temporary Parking - Occasional Mileage Assignment

Employees who are assigned to receive mileage on an occasional basis, and are not otherwise assigned a mileage parking permit may apply to Parking Services for a temporary parking pass (for one or more days), upon certification by a supervisor in advance that the employee will be assigned to mileage on a specific date(s). Such temporary pass may be requested in lieu of receiving reimbursement for parking on the date of the mileage assignment.

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

Temporary Parking - Office Relocation

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

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

Application for such permits shall be submitted by the General Manager of the relocated department on behalf of the group of affected employees. Such permits shall be made

available to employees who do not immediately qualify for regular parking permits or a transportation subsidy. If the number of relocated employees exceeds 10, then it shall be the responsibility of the requesting department to determine eligibility, and such determination shall not be subject to grievance or appeal to Parking Services.

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

ARTICLE 8.0 REGISTRATION

ARTICLE 8.1 STATE REGISTRATION EXAMINATIONS

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

ARTICLE 8.2 REIMBURSEMENT FOR STATE LICENSE

All employees in the class of Polygraph Examiner, Code 3348, who are required to maintain a valid State of California Polygraph Examiners License as a condition of employment shall be reimbursed by the City for the cost of such license upon presentation by the employee of a paid receipt for such cost.

ARTICLE 8.3 REIMBURSEMENT FOR DRIVERS LICENSE FEE

Employees in the classes of Field Engineering Aide, Code 7228, Land Surveying Assistant, Code 7283, and Survey Party Chief, Code 7286, in the Department of Public Works, Bureau of Engineering, who are required by Management to maintain a California Class "B" Drivers License, shall be reimbursed by the City for the cost of such license upon presentation by the employee of a paid receipt for such cost.

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

Engineers and Architects Association:



Michael F. Davies
Interim Executive Director

City of Los Angeles Representatives:

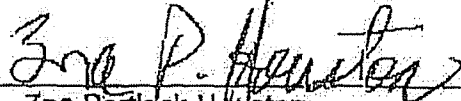


Miguel A. Santana
City Administrative Officer

8-17-10

Approved as to Form

Carmen A. Trutanich, City Attorney:

By: 

Zna Portlock Houston
Senior Assistant City Attorney

Date: 8-17-10

**LETTER OF INTENT
TECHNICAL RANK AND FILE UNIT – MOU 21**

As part of the 2010-11 MOU the undersigned Parties agree to reopen negotiations regarding only the following matters; all other provisions of the MOU shall remain in place.

1. Parties mutually agree to pursue, in cooperation with the Port of Los Angeles, the establishment of the new classifications of a “Harbor Surveyor (H)” series for Field Engineering Aide, Land Surveying Assistant and Survey Party Chief positions with any appropriate salary adjustment at the Port of Los Angeles. Parties mutually agree to actively work toward an implementation target date of no later than June 1, 2011 for the incorporation of these new class titles and accompanying salary schedules into this MOU if there is mutual agreement as to the final terms of the reclassification(s). Parties acknowledge that implementation may result in the modification or elimination of Salary Note 19.
2. Parties mutually agree to pursue, in cooperation with Los Angeles World Airports (LAWA), the establishment of the new classifications of an “Airport Surveyor (a)” series for Field Engineering Aide, Land Surveying Assistant, and Survey Party Chief positions with any appropriate salary adjustments at LAWA. Parties mutually agree to actively work toward an implementation of these new class titles and accompanying salary schedules into this MOU if there is mutual agreement as to the final terms of the reclassifications(s). Parties acknowledge that implementation may result in the modification or elimination of Salary Note 19.
3. Parties mutually agree to pursue, in cooperation with the Bureau of Sanitation, the establishment of a new Environmental Compliance Inspector II” pay grade, with any appropriate salary adjustment, for Environmental Compliance Inspectors assigned to the Watershed Protection Division. Parties mutually agree to actively work toward an implementation target date of no later than June 1, 2011 for incorporation of this new pay grade and any accompanying salary schedule into this MOU if there is mutual agreement as to the final terms of this reclassification.

**LETTER OF INTENT
TECHNICAL RANK AND FILE – MOU 21**

SHARED SACRIFICE – WORK HOUR REDUCTIONS

In order to meet the economic challenges of Fiscal Year 2010-11, the Mayor proposed, and the City Council adopted a City Budget which would require 26 furlough days for all EAA represented employees whose salaries and benefits are paid in whole or in part by the City's General Fund. As an alternative to that adopted City 2010-11 Furlough Plan, EAA-IUPA Local 8000 has agreed to a number of cost-savings measures, and further agrees to the following work hour reduction measures for the term of this MOU:

Unpaid Floating Holidays

EAA-represented employees whose salaries and benefits are paid in whole or in part from the City's General Fund shall take ten Unpaid Floating Holidays (UPH) equivalent to eighty (80) unpaid hours during fiscal year 2010-11. The ten UPHs may be scheduled at the discretion of the employee, subject to Management approval, throughout the fiscal year but must be taken prior to June 3, 2011.

Per the adopted City 2010-11 Furlough Plan, the following EAA-represented employees are exempt from furlough days, and therefore from Unpaid Floating Holidays, during the term of this MOU: 1.) Special Funded (100% funded) employees; 2.) Proprietary Department funded employees; 3.) employees of the Zoo, Convention Center, Recreation and Parks, El Pueblo, Public Works Bureau of Sanitation, Public Works Bureau of Street Lighting, Community Development, Housing, Los Angeles World Airports, Port of Los Angeles, Library, LACERS, and Fire and Police Pensions; and 4.) Intermittent employees.

72-Hour Work Schedule

During fiscal year 2010-11, for each EAA-represented employees whose salary and benefits are paid in whole or in part from the City's General Fund who voluntarily reduces his or her bi-weekly regular work hours pursuant to Article 5.3, those reduced hours which exceed the eighty (80) hours accrued through the Unpaid Floating Holidays shall be credited toward the "voluntary furlough" cost savings goal of \$300,000 as established by EAA and the City.

**LETTER OF INTENT
TECHNICAL RANK AND FILE – MOU 21**

Wage Parity

Management and the Engineers and Architects Association-IUPA Local 8000 (EAA) mutually acknowledge that due to the short duration of these Memoranda of Understanding, and due to the fiscal constraints of the City's adopted fiscal year 2010-11 Budget, it will not be possible to address the "Wage Disparity with DWP" issue during the term of this MOU. However, both Parties mutually agree, if financially feasible, to explore and discuss Wage Parity beginning no later than March 1, 2011, including but not limited to the possible addition of a salary step 6 as part of successor MOU negotiations for the period commencing July 1, 2011.

**LETTER OF INTENT
TECHNICAL RANK AND FILE – MOU 21**

ACKNOWLEDGMENT OF SHARED SACRIFICE

In order to meet the economic challenges of fiscal Year 2010-11 and maintain critical City services for all communities in Los Angeles, the Mayor and City Council have promulgated a policy of shared sacrifice, asking the City's labor partners to fully engage in confronting a looming Budget shortfall. The Mayor and City Council are committed to ensuring that all City employees share in the collective sacrifice during this time and that all City entities participate equitably.

Throughout the negotiations for this 2010-11 MOU, the Engineers and Architects Association (EAA) – IUPA Local 8000 has demonstrated its commitment to the long term sustainability of the city workforce and to the services its members provide. The City acknowledges the sacrifice and initiative taken by EAA, and is committed to ensuring that EAA members are treated equitably during the term of this MOU. Therefore, if the City authorizes a general compensation increase during Fiscal Year 2010-11 for any City bargaining unit (exclusive of DWP and not previously contractually committed) subsequent to the effective date of this MOU, such general compensation increase shall also be provided to EAA-represented employees.

**LETTER OF INTENT
TECHNICAL RANK AND FILE – MOU 21**

CITY CIVILIAN HEALTH CARE BENEFITS PROGRAM

Management and the Engineers and Architects Association (EAA) mutually acknowledge the accelerating costs of healthcare premiums and the challenge that those accelerating costs pose to the sustainability of this high quality benefit. EAA acknowledges that Management has set a target employee contribution rate of 10% of the actual healthcare premium cost, and a 50/50 sharing of future healthcare premium cost increases as the means through which (1) the quality of this benefit can be maintained; (2) the sustainability of this benefit can be ensured; (3) future general salary adjustments can be enabled; and (4) future healthcare premium rebates may be enabled for employees who enroll in wellness programs and/or similar health improvement programs. EAA further acknowledges that an increase in employee contributions to healthcare premiums, above the 5% agreed to as part of this MOU, shall be included in the negotiations for successor MOU's which will begin in Spring, 2011.

**LETTER OF INTENT
TECHNICAL RANK AND FILE – MOU 21**

LACERS AND RETIREE HEALTH BENEFITS

Management and the Engineers and Architects Association (EAA) mutually acknowledge the dramatic increase in the cost of the LACERS pension program, and that the retiree healthcare benefit is one of the driving forces behind the increased costs. EAA acknowledges that Management has set a target employee contribution rate of 9% for active employees, and that Management is (1) actively exploring creation of a LACERS “Tier 2” pension program for new hires; and (2) preparing a proposal which would require that current retirees contribute financially to reducing the cost of their healthcare benefit. EAA acknowledges that an increase in employees’ LACERS contributions will be proposed by Management as part of the successor MOU negotiations which will begin in Spring, 2011. EAA has no categorical opposition to an increase in active employee contribution rates, and acknowledges that this is an issue to be bargained. EAA, which does not represent retired City employees, does not object to retirees contributing financially to reduce the cost of their healthcare benefit to LACERS.

SALARY NOTES

Effective the start of the first pay period following the effective date of this MOU, each salary bonus paid pursuant to this MOU and/or the Los Angeles Administrative Code (LAAC) shall be calculated on the base salary rate for the affected employee.

Note 1: One person in the class of Photographer II, Code 1793-2, who is employed in the Department of Building and Safety's Administrative Services Bureau and is assigned to perform aerial photography, shall receive, in addition to his/her regular compensation, a bonus of \$25.00 bi-weekly when he/she performs aerial photography on any day during that bi-weekly period.

One person in the class of Photographer I, Code 1793-1, in the Department of Recreation and Parks who is assigned to perform aerial photography shall receive, in addition to his/her regular compensation, a bonus of \$25.00 bi-weekly when he/she performs aerial photography on any day during that bi-weekly period.

One person in the class of Photographer II, Code 1793-2, in the Department of Airports who is assigned to perform aerial photography shall receive, in addition to his/her regular compensation, a bonus of \$25.00 bi-weekly when he/she performs aerial photography on any day during that bi-weekly period.

Note 2: Two persons in the class of Photographer III, Code 1793-3, who are employed in the Police Department and are assigned as Aerial Photographers shall, when so assigned, receive, in addition to their regular compensation, a daily bonus of \$5.00 for each day so assigned.

Note 3: Individuals in the class of Veterinary Technician, Code 2369, who are registered with the State of California as Animal Health Technicians shall receive a bi-weekly bonus of \$120.00.

Three individuals in this class who are registered with the State of California as Animal Health Technicians and are regularly assigned to the Spay and Neuter Clinic shall receive a bonus of \$12.00 for each day so assigned. Anyone in this class when assigned to be an Acting Veterinary Technician Supervisor in the Department of Animal Services shall receive a daily bonus of \$12.00 per day for each day so assigned.

Note 4: When any employee in the classes of Cartographer, Code 7204, and Senior Cartographer, Code 7205, is regularly assigned to operate automated mapping equipment, or is assigned to operate such equipment more than 50% of his/her time in any one day, such employee shall receive a daily bonus of \$15.00 for each day so assigned.

Note 5: When any employee in the classes of Civil Engineering Drafting Technician, Code 7232, Electrical Engineering Drafting Technician, Code 7532, Architectural Drafting Technician, Code 7922, Graphics Designer I, II, III, Code 1670-1/2/3, Senior Civil Engineering Drafting Technician, Code 7207, Senior Architectural Drafting Technician, Code 7208, Senior Electrical Engineering Drafting Technician, Code 7209, and Senior Mechanical Engineering Drafting Technician, Code 7210, is regularly assigned to use Computer Aided Drafting (CAD) software, or is assigned to use such software more than 50% of his/her time in any one day, such employee shall receive a daily bonus of \$15.00 for each day so assigned.

Note 6: Persons employed in the class of Veterinary Technician, Code 2369, at the Los Angeles Zoo shall receive a bonus of \$125.00 bi-weekly.

One person employed in the class of Veterinary Technician, Code 2369, at the Los Angeles Zoo who is assigned to do laboratory work more than 50% of his/her time, shall receive, in addition to the bonus described above, a daily bonus of \$13.00 for each day so assigned to perform laboratory work.

Note 7: A person employed in the class of Survey Party Chief, Code 7286, for which a license as a Professional Land Surveyor issued by the California State Board of Registration for Professional Engineers, is not required, shall, while so licensed, receive \$200.00 bi-weekly. This bonus shall commence at the beginning of the payroll period next succeeding the date the person presents to the appropriate appointing authority a formal certificate, pocket identification card, or other such document or authorization for use of title as is satisfactory to the appointing authority.

Note 8: Persons employed in the classes of Land Surveying Assistant (Code 7283), Field Engineering Aide (Code 7228) or Survey Party Chief I/II (Codes 7286-1 and 7286-2) for whom certification as a Land Surveyor in Training issued by the California State Board of Registration for Professional Engineers is not required, shall, while so certified, receive a bi-weekly bonus of \$90.00. This bonus shall commence at the beginning of the payroll period next succeeding the date the person presents to the appropriate appointing authority a formal certificate, pocket identification card, or other such document or authorization for use of title as is satisfactory to the appointing authority.

Note 9: Persons employed in the class of Materials Testing Technician, Code 7968, in the Soils Laboratory of the Department of General Services, who are responsible for the collection of toxic soils samples, when assigned to perform such duties during any part of the day shall receive a daily bonus of \$15.00 for each day so assigned.

Persons employed in the class of Materials Testing Technician, Code 7968, who are assigned to perform ultrasonic weld testing at City construction sites

for more than 50% of any working day shall receive a daily bonus of \$15.00 for each day so assigned.

Note 10: When any person employed in the class of Field Engineering Aide, Code 7228, Land Surveying Assistant, Code 7283, or Survey Party Chief, Code 7286, is assigned to perform work in a sewer or catch basin, such employee shall receive a daily bonus of \$20.00 for each day so assigned.

Note 11: Persons employed in the class of Laboratory Technician, Code 7854, in the Environmental Monitoring Division of the Bureau of Sanitation who are assigned to take air emission samples from sanitary landfills shall receive a daily bonus of \$15.00 for each day so assigned.

Persons employed in the class of Laboratory Technician, Code 7854, in the Bureau of Sanitation, who are assigned to test sludge or cesspool samples shall receive, in addition to his/her regular compensation, \$1.00 per hour for each full hour or portion thereof during such assignment.

Persons employed in the class of Laboratory Technician, Code 7854, in the Environmental Monitoring Division of the Bureau of Sanitation, who are assigned for more than 50% of any work day to perform ocean monitoring activities on board a monitoring vessel in Santa Monica Bay shall receive a daily bonus of \$15.00 for each day so assigned.

Note 12: One person employed by the Department of Airports and one person employed by the Harbor Department in the class of Senior Civil Engineering Drafting Technician, Code 7207, when regularly assigned to supervise a drafting pool, shall receive a bi-weekly bonus of \$135.00.

Note 13: One person employed by the Harbor Department in the class of Senior Architectural Drafting Technician, Code 7208, when regularly assigned to supervise a drafting pool, shall receive a bi-weekly bonus of \$135.00.

Note 14: One person employed by the Harbor Department in the class of Senior Electrical Engineering Drafting Technician, Code 7209, when regularly assigned to supervise a drafting pool, shall receive a bi-weekly bonus of \$135.00.

Note 15: An employee who is appointed from a Civil Service eligible list or, receives an emergency appointment or a Charter Section 1014 transfer, to the class of Planning Aide, Code 7943, whose hourly rate of compensation immediately prior to such appointment is higher than the 5th step hourly rate for Planning Aide shall continue to receive compensation at the same hourly rate that the employee was receiving on the date prior to such appointment. The employee shall continue to receive the hourly rate assigned upon appointment to the new class until such time as the prescribed hourly rate for

the class of Planning Aide exceeds the salary assigned to the employee or the employee receives an appointment to a class and pay grade with a hourly rate higher than the hourly rate assigned upon appointment to Planning Aide.

Note 16: Employees in the class of Real Estate Officer, Code 1960, who are required by Department Management to sign documents as a certified Notary Public shall receive, in addition to their regular compensation, a premium of \$25.00 bi-weekly for each pay period that the certification is maintained. This bonus shall commence at the beginning of the payroll period next succeeding the date the employee presents satisfactory proof of certification as a certified California Notary Public to the appointing authority.

Note 17: Persons employed in the class of Materials Testing Technician I and II, Codes 7968-1 and 7968-2, who are assigned to use a nuclear test gauge for testing asphalt and soil compression shall receive a daily bonus of \$15.00 for each day so assigned.

Note 18: Persons employed in the class of Materials Testing Technician I and II, Codes 7968-1 and 7968-2, who are assigned to perform electrical spark testing shall receive a daily bonus of \$15.00 for each day so assigned.

Note 19: Persons employed in the Department of Airports or the Harbor Department in the classes of Field Engineering Aide, Code 7228, Land Surveying Assistant, Code 7283, and Survey Party Chief, Codes 7286-1 and 7286-2, shall receive a bi-weekly bonus of \$175.00.

Note 20: An employee who is appointed from a Civil Service eligible list, receives an emergency appointment or a Charter Section 1014 transfer, to the class of Real Estate Trainee, Code 1937, whose hourly rate of compensation immediately prior to such appointment is higher than the 5th step hourly rate for Real Estate Trainee shall continue to receive compensation at the same hourly rate that the employee was receiving on the date prior to such appointment. The employee shall continue to receive the hourly rate assigned upon appointment to the new class until such time as the prescribed hourly rate for the class of Real Estate Trainee exceeds the salary assigned to the employee or the employee receives an appointment to a class and pay grade with a hourly rate higher than the hourly rate assigned upon appointment to Real Estate Trainee.

Persons employed in the class of Real Estate Trainee on July 1, 2003, who were appointed from a Civil Service eligible list to that class, whose hourly rate of compensation immediately prior to their appointment to Real Estate Trainee was higher than the 5th step hourly rate for Real Estate Trainee, shall receive the prior higher hourly rate, effective the date of appointment to Real Estate Trainee. These employees shall continue to receive such hourly

rate of compensation until such time as the prescribed hourly rate for the class of Real Estate Trainee exceeds the salary assigned to the employee or the employee receives an appointment to a class and pay grade with a hourly rate higher than the hourly rate assigned under the provisions of this Salary Note.

Note 21: Persons employed in the class of Field Engineering Aide (code 7228) who are assigned to perform work with a street paving crew shall receive a daily bonus of \$15.00 for each day so assigned.

Note 22: Persons employed in the class of Forensic Print Specialist (Code 2200) assigned to a Hazardous Chemical Team shall receive a daily bonus of \$40.00 on any day when required to respond to illicit drug labs or dangerous chemical calls.

APPENDIX A

Operative on July 1, 2010

CLASS CODE	TITLE	SALARY RANGE	ANNUAL RANGE	
1951	Agricultural Land Developer	3258	68,027-	84,543
1429	Applications Programmer	2713	56,647-	70,386
7922	Architectural Drafting Technician	2387	49,840-	61,930
7922 H	Architectural Drafting Technician - Harbor	2599	54,267-	67,442
7224	Calligrapher	2525	52,722-	65,521
7204	Cartographer	2387	49,840-	61,930
1803	Channel Traffic & Info Coordinator	2547	53,181-	66,064
7941	City Planning Associate	3407	71,138-	88,406
7232	Civil Engineering Drafting Tech	2387	49,840-	61,930
7232 A	Civil Engineering Drafting Technician - Airports	2599	54,267-	67,442
7232 H	Civil Engineering Drafting Technician - Harbor	2599	54,267-	67,442
1660 1	Computer Graphic Artist I	2198	45,894-	57,023
1660 2	Computer Graphic Artist II	2660	55,540-	69,008
1427 1	Computer Operator I	2098	43,806-	54,434
1427 2	Computer Operator II	2277	47,543-	59,070
3341	Construction Estimator	3389	70,762-	87,905
2378	Critical Incident Stress Mngmt Program Coordinator	2736	57,127-	70,992
1470	Data Base Architect	4497	93,897-	116,677
1136 1	Data Processing Technician I	2098	43,806-	54,434
1136 2	Data Processing Technician II	2277	47,543-	59,070
1135 1	Documentation Technician I	2128	44,432-	55,207
1135 2	Documentation Technician II	2317	48,378-	60,093
7229	Drafting Aide	2021	42,198-	52,451
3337	Electrical Construction Estimator	3389	70,762-	87,905
7532	Electrical Engineering Drafting Tech	2387	49,840-	61,930
7532 H	Electrical Engineering Drafting Tech - H	2599	54,267-	67,442
7217	Engineering Designer	2901	60,572-	75,252
7217 1	Engineering Designer I	2901	60,572-	75,252
7217 2	Engineering Designer II	3125	65,250-	81,056
7217 A	Engineering Designer-Airport	3228	67,400-	83,750
4292	Environmental Compliance Inspector	2935	61,282-	76,149
3734 1	Equipment Specialist I	2952	61,637-	76,588
3734 2	Equipment Specialist II	3272	68,319-	84,877
3229 1	Examiner of Questioned Documents I	2294	47,898-	59,529
3229 2	Examiner of Questioned Documents II	4052	84,605-	105,131
2444	Exhibit Preparator	2048	42,762-	53,119
7228	Field Engineering Aide	2869	59,904-	74,416
1571 1	Finance Development Officer I	4124	86,109-	106,989
1571 2	Finance Development Officer II	4426	92,414-	114,819
2233	Firearms Examiner	4052	84,605-	105,131
2200 1	Forensic Print Specialist I	2713	56,647-	70,386
2200 2	Forensic Print Specialist II	2991	62,452-	77,590
2200 3	Forensic Print Specialist III	3510	73,288-	91,058
2200 4	Forensic Print Specialist IV	3729	77,861-	96,758
7213	Geographic Information Systems Specialist	2782	58,088-	72,182
1670 1	Graphics Designer I	2198	45,894-	57,023
1670 2	Graphics Designer II	2660	55,540-	69,008
1670 2A	Graphics Designer II-Airport	2753	57,482-	71,410
1670 3	Graphics Designer III	2981	62,243-	77,319

APPENDIX A

Operative on July 1, 2010

CLASS CODE	TITLE	SALARY RANGE	ANNUAL RANGE	
1562	Improvement Assessor	2660	55,540-	69,008
7199 1	Improvement Bond Coordinator I	2753	57,482-	71,410
7199 2	Improvement Bond Coordinator II	3059	63,871-	79,365
9191 1	Industrial and Commercial Finance Officer I	4346	90,744-	112,731
9191 2	Industrial and Commercial Finance Officer II	4664	97,384-	121,000
1456	Information Services Specialist	2807	58,610-	72,809
7854 1	Laboratory Technician I	2075	43,326-	53,829
7854 2	Laboratory Technician II	2461	51,385-	63,830
7283	Land Surveying Assistant	3125	65,250-	81,056
7968 1	Materials Testing Technician I	2332	48,692-	60,489
7968 2	Materials Testing Technician II	2599	54,267-	67,442
3342	Mechanical Construction Estimator	3389	70,762-	87,905
7551	Mechanical Engineering Drafting Technician	2384	49,777-	61,826
2310	Medical Assistant	1873	39,108-	48,567
7212 1	Office Engineering Technician I	2075	43,326-	53,829
7212 2	Office Engineering Technician II	2332	48,692-	60,489
7212 3	Office Engineering Technician III	2599	54,267-	67,442
1793 1	Photographer I	2384	49,777-	61,826
1793 2	Photographer II	2744	57,294-	71,201
1793 3	Photographer III	2889	60,322-	74,959
2309 1	Physical Therapist I	2673	55,812-	69,322
2309 2	Physical Therapist II	2813	58,735-	72,996
7943 1	Planning Aide I	2075	43,326-	53,829
7943 2	Planning Aide II	2387	49,840-	61,930
7939	Planning Assistant	2901	60,572-	75,252
6146	Playback Operator	2198	45,894-	57,023
1650	Police Composite Artist	2599	54,267-	67,442
2240 1	Polygraph Examiner I	2960	61,804-	76,776
2240 2	Polygraph Examiner II	3751	78,320-	97,301
2240 3	Polygraph Examiner III	3945	82,371-	102,333
2240 4	Polygraph Examiner IV	4536	94,711-	117,680
1941 1	Real Estate Associate I	2332	48,692-	60,489
1941 2	Real Estate Associate II	2753	57,482-	71,410
1960	Real Estate Officer	3317	69,258-	86,046
1960 A	Real Estate Officer - Airports	3610	75,376-	93,626
1960 H	Real Estate Officer - Harbor	3610	75,376-	93,626
1960 1	Real Estate Officer I	3317	69,258-	86,046
1960 2	Real Estate Officer II	3610	75,376-	93,626
1937	Real Estate Trainee	2198	45,894-	57,023
7208	Senior Architectural Drafting Tech	2660	55,540-	69,008
7205	Senior Cartographer	2660	55,540-	69,008
7207	Senior Civil Engineering Drafting Tech	2660	55,540-	69,008
1428 1	Senior Computer Operator I	2461	51,385-	63,830
1428 2	Senior Computer Operator II	2827	59,027-	73,351
7209	Senior Electrical Drafting Tech	2660	55,540-	69,008
7210	Senior Mechanical Drafting Tech	2901	60,572-	75,252
1947	Senior Title Examiner	2901	60,572-	75,252
4273	Senior Transportation Investigator	3118	65,103-	80,910
7286 1	Survey Party Chief I	3493	72,933-	90,619

APPENDIX A

Operative on July 1, 2010

<u>CLASS CODE</u>		<u>TITLE</u>	<u>SALARY RANGE</u>	<u>ANNUAL RANGE</u>	
7286	2	Survey Party Chief II	3761	78,529-	97,572
1455	1	Systems Programmer I	4008	83,687-	103,962
1455	2	Systems Programmer II	4311	90,013-	111,833
1455	3	Systems Programmer III	4672	97,551-	121,167
5943		Tank Farm Operator	2759 (5)	71,556-	71,556
7615		Television Engineer	3493	72,933-	90,619
1943		Title Examiner	2599 (2)	57,295-	67,442
7285	1	Transportation Engineering Aide I	2461	51,385-	63,830
7285	2	Transportation Engineering Aide II	2753	57,482-	71,410
4271		Transportation Investigator	2647	55,269-	68,695
2480	1	Transportation Planning Associate I	2901	60,572-	75,252
2480	2	Transportation Planning Associate II	3493	72,933-	90,619
2369		Veterinary Technician	2264	47,272-	58,735
1802		Video Production Coordinator	2547	53,181-	66,064
6145	1	Video Technician I	2547	53,181-	66,064
6145	2	Video Technician II	2823	58,944-	73,205
6149		Videotape Librarian	2337	48,796-	60,615
2358	1	Xray & Laboratory Technician I	2606	54,413-	67,589
2358	2	Xray & Laboratory Technician II	2753	57,482-	71,410