

**MEMORANDUM OF UNDERSTANDING NO. 19
FOR JOINT SUBMISSION TO THE CITY COUNCIL
REGARDING THE
SUPERVISORY TECHNICAL UNIT**

**THIS MEMORANDUM OF UNDERSTANDING
made and entered into this 14th day of August, 2019
as amended the 1st day of February, 2021**

BY AND BETWEEN

THE CITY OF LOS ANGELES

AND THE

ENGINEERS AND ARCHITECTS ASSOCIATION

June 23, 2019 through June 30, 2022 – AMENDED

EXTENSION: June 23, 2019 through December 31, 2023

TABLE OF CONTENTS

ARTICLE	TITLE	PAGE
Article 1.0	General Provisions.....	1
Article 1.1	Recognition	1
Article 1.2	Parties To Memorandum Of Understanding	1
Article 1.3	Implementation Of Memorandum Of Understanding	1
Article 1.4	Full Understanding	1
Article 1.5	Term	2
Article 1.6	Calendar For Successor Memorandum Of Understanding	2
Article 1.7	Obligation To Support.....	2
Article 1.8	Savings Clause	2
Article 1.9	Management Rights	3
Article 1.10	City- Association Relationship	3
Article 1.11	Release Time From City Service To Work For The Association.....	4
Article 1.12	Amendment Of MOU To Include New Classes	6
Article 2.0	Association Security	6
Article 2.1	Unit Membership List.....	6
Article 2.2	New Employee Information	7
Article 2.3	Work Access	7
Article 2.4	Use Of City Facilities	8
Article 2.5	Bulletin Boards	8
Article 2.6	Actions By Employee Relations Board	9
Article 2.7	Employment Opportunities	9
Article 2.8	Legislative Check – Off.....	9
Article 2.9	Payroll Deductions And Dues.....	9
Article 2.10	Non-Discrimination	12
Article 2.11	New Employee Orientation.....	12
Article 3.0	Grievances	13
Article 3.1	Grievance Procedure.....	13
Article 3.2	Grievance Representation.....	20
Article 3.3	Grievances Regarding Suspensions	21
Article 4.0	On The Job.....	21
Article 4.1	Safety	21
Article 4.2	Personnel Folders	22
Article 4.3	Acting Assignment Pay.....	22
Article 4.4	Rest Periods.....	23
Article 4.5	Rain Gear	23
Article 4.6	Uniform Or Other Required Work Clothing Allowance.....	24
Article 4.7	Work Boot Allowance	24
Article 4.8	Telecommuting.....	25

TABLE OF CONTENTS

ARTICLE	TITLE	PAGE
Article 5.0	Work Schedules.....	25
Article 5.1	Alternative Work Schedules	25
Article 5.2	Deployment Period (Police Department)	26
Article 5.3	72 – Hour Work Schedule	27
Article 6.0	Compensation.....	27
Article 6.1	Salaries	27
Article 6.2	Overtime.....	29
Article 6.3	Shift Differential	31
Article 6.4	Bilingual Bonus.....	31
Article 6.5	Sign Language Premium	32
Article 6.6	Court Appearances.....	32
Article 6.7	Civic Duty	34
Article 6.8	Jury Service.....	34
Article 6.9	Military Leave	35
Article 6.10	Mileage.....	36
Article 6.11	Call Back Pay	36
Article 6.12	Disturbance Calls	37
Article 6.13	On Call/Standby Compensation	37
Article 6.14	Temporary Supervisory Pay/Lead Pay.....	38
Article 6.15	Supervision Differential.....	39
Article 6.16	Salary Step Advancement.....	40
Article 7.0	Benefits	40
Article 7.1	Civilian Modified Flexible Benefits Program	40
Article 7.2	Retirement Benefits	45
Article 7.3	Sick Leave Benefits	47
Article 7.4	Family Illness.....	50
Article 7.5	Holidays And Holiday Pay	51
Article 7.6	Vacation	53
Article 7.7	Bereavement Leave	54
Article 7.8	Family And Medical Leave	55
Article 7.9	Personal Leave	62
Article 7.10	Parking	62
Article 7.11	Disability Insurance Plan	63
Article 7.12	Employee And Family Assistance Program.....	64
Article 7.13	Temporary Disability: Workers' Compensation (IOD).....	64
Article 7.14	Compensated Personal Time Off – Intermittent Employees.....	65
Article 7.15	Part-Time Employment.....	66
Article 8.0	Registration	66
Article 8.1	State Registration Examinations	66
Article 8.2	Reimbursement For State Registration/ Certification.....	66

TABLE OF CONTENTS

ARTICLE	TITLE	PAGE
	<u>APPENDICES</u>	
	Appendix A – Operative June 23, 2019	
	Appendix B – Operative October 28, 2018	
	Appendix C – Operative July 7, 2019 (Specials and Structural Changes)	
	Appendix D – Operative January 19, 2020	
	Appendix E – Operative January 31, 2021; deferred to be effective on June 19, 2022	
	Appendix F – Operative January 30, 2022; deferred to be effective on January 29, 2023	
	Appendix G – Operative June 19, 2022; deferred to be effective on June 18, 2023	
	Appendix H – Salary Notes	
	<u>LETTERS OF AGREEMENT</u>	
	Review of Classification Specifications	
	Paid Parental Leave	
	Bulletin Boards	
	Contract Extension Amendments	

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 Supervisory 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 Supervisory 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 the Appendices, 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 between the City Administrative Officer (CAO), as the authorized management representative of the City, and the authorized management representatives of any City Departments in which classifications listed in the Appendices may be employed, (hereinafter referred to as Management), and authorized representatives of the Engineers and Architects Association (EAA or Association) as the exclusive recognized employee organization for the Supervisory Technical Unit.

ARTICLE 1.3 IMPLEMENTATION OF MEMORANDUM OF UNDERSTANDING

This MOU 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 CAO in writing that it has approved this MOU in its entirety; and
- B. The City Council has approved this MOU in its entirety. Where resolutions, ordinances or amendments to applicable codes are required, this MOU 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 where noted herein or 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 date of adoption by the City Council. This MOU shall expire and otherwise be fully terminated at 11:59 P.M. on December 31, 2023.

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 written notice prior to the expiration of this MOU, but no later than March 1, 2022. Meet and confer sessions shall begin no sooner than 180 days and no later than 30 days prior to the expiration of this MOU.

ARTICLE 1.7 OBLIGATION TO SUPPORT

During the period of time the proposed MOU is being considered by the Mayor, City Council, or Council Committees, neither the Association nor Management, nor their authorized representatives, will appear before the Mayor, City Council, or Council Committees nor meet with the Mayor or members of the City Council 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, or Council Committees nor meeting with the Mayor or individual members of the City Council 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 required benefits 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 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 MOU 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 of any City department may grant to elected officers or appointed representatives of the EAA time off for employee organization representation activities in that Department. No more than one employee in a Department or Bureau of the Department Public Works, and no more than four 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 employees 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 CAO as contained in the City Budget in effect during the period of release time, and the cost of other benefits recommended by the Joint Labor Management Benefits Committee and approved by the City Council 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 City shall invoice EAA for reimbursement on a quarterly basis and 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 their designee) 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, they 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 four employee maximum, as provided for above.
- I. When the employee returns from release time, they shall return to their civil service classification and paygrade 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. The three-year period shall commence on the first day of authorized release.
- K. The employee must have passed probation in their 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 CAO shall maintain a list of employees who have been approved for release time and the approved duration.

**ARTICLE 1.12 AMENDMENT OF MEMORANDUM OF UNDERSTANDING TO
INCLUDE NEW CLASSES**

Upon written notification from the CAO to the Controller, this MOU shall be amended to incorporate the class and salary of any class accreted to the Unit after the adoption of the MOU and in accordance with Article 1.1 of this MOU.

ARTICLE 2.0 ASSOCIATION SECURITY

ARTICLE 2.1 UNIT MEMBERSHIP LIST

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

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

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

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

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

- E. The Association agrees to indemnify and hold the City harmless from any liabilities of any nature that may arise as a result of the application of the provisions of this Article.
- F. Initially the City shall provide department legends that identify the known work locations by department, office or bureau, as well as division code(s). Thereafter, it is understood that Departments will either adjust their legends to provide distinct division codes for each work location or provide some other distinct work location information in a simplified manner to the Association. Additional legends will be provided only as updated. Furthermore, the CAO will work with the Controller to provide this information with current electronic payroll reporting.

ARTICLE 2.2 NEW EMPLOYEE INFORMATION

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

- A. Your classification is included in one of the following units represented by the Engineers and Architects Association (EAA).
 - 1. Administrative Unit – MOU 1
 - 2. Supervisory Technical Unit – MOU 19
 - 3. Supervisory Administrative Unit – MOU 20
 - 4. Technical Unit – MOU 21
- B. 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.
- C. For additional information, contact EAA at 2911 W. Temple Street, Los Angeles, CA 90026; or Telephone (213) 620-6920; or website at <https://www.eaunion.org>.

ARTICLE 2.3 WORK ACCESS

Association Staff Representatives, Association Officers, Association Executive Board Members, and Association Stewards, who are members of this Association 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 a minimum of 8 business hours prior to 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 City will make efforts to allow use of available space to which they have access in a leased facility in accordance with the lease agreement and/or building rules and regulations. The Association agrees to abide by the limitations established by the building management.

The Association shall give to all heads of departments, offices, or bureaus represented herein and to the CAO a written list of its full-time Association Staff Representatives which list 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 secure or confidential.

ARTICLE 2.4 USE OF CITY FACILITIES

The Association shall be permitted to use City facilities with Management prior approval for the purpose of holding meetings to the extent that such facilities are available to other organizations and individuals, 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 unless other arrangements are made with management.

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:

- Notices of Association meetings.
- Notices of Association elections and their results.
- Notices of Association recreational and social events.
- Reports of official Association business.
- Any other communication or written material, which has received the prior approval of the departmental or bureau management representative, or their designee.

All notices or other communications shall be identified with an official stamp of the Association prior to being posted, 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 (ERB) prior to the expiration of this MOU result in any significant changes to the composition of this Unit, the parties to this MOU will meet as soon as possible thereafter to consider any revisions or amendments thereto that may be required.

ARTICLE 2.7 EMPLOYMENT OPPORTUNITIES

The Personnel Department will transmit to the Association copies of all job bulletins. Tentative examination bulletins approved by the Head of the Selection Division of the Personnel Department will be transmitted seven (7) calendar days in advance of the public posting of the final bulletin for examination.

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 24 biweekly 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 30 working days after the conclusion of the month in which said deductions were withheld.

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

Contributions shall be made payable as directed by the Association to the Political Action Committee of the Association.

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 30 calendar days after the date such deductions were or should have been made.

ARTICLE 2.9 PAYROLL DEDUCTIONS AND DUES

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

A. DUES

1. a. Payroll deductions as may be properly requested and lawfully permitted will be deducted by the Controller biweekly, in twenty-four (24) increments annually from the salary of each employee in the unit where the Union identifies in writing to the Controller those individuals from whom union-related deduction(s) should be lawfully taken.

Said payroll deductions shall not be assessed in any biweekly pay period in which the affected employee is not paid a minimum of twenty (20) hours. Such amounts shall be determined by the Union and implemented by Management in the first payroll period which starts thirty (30) calendar days after written notice of the new amount from the Union is received by the Controller.

- b. Employees who are members of the Union who previously elected to make union membership deductions prior to (1) starting an unpaid leave of absence, or (2) otherwise going on inactive status due to lack of scheduled hours, shall be reinstated as Union members with the automatic voluntary dues deduction immediately upon their return to work.
2. Notwithstanding any provisions of LAAC Section 4.203 to the contrary, during the term of this MOU, payroll deductions requested by employees in this Unit for the purpose of becoming a member and/or to obtain benefits offered by any qualified organization other than the Union will not be accepted by the Controller. For the purpose of this provision, qualified organization means any organization of employees whose responsibility or goal is to represent employees in the City's meet and confer process.
 3. Any employees in this Unit who have authorized Union dues deductions with the Union on the effective date of this MOU or at any time subsequent to the effective date of this MOU shall continue to have such dues deductions made by the City during the term of this MOU. Under current California law, the City has no input or control over the procedure for termination of union dues taken as payroll deductions from employees subject to this MOU, nor any legal ability to stop such deductions without the specific authorization of the Union. All procedures for termination of dues deductions outlined in this subsection are, therefore, the Union's statement of its unilateral dues termination procedures; the City's sole obligation is to process such dues cancellations received from the Union pursuant to this subsection, subject to any future court decisions applicable to dues termination procedures. Any employee in the Unit may terminate such Union dues during the first full payroll period that begins the period commencing ninety (90) days before the employee's anniversary date in the

final year of the MOU or as disseminated by the Union by notifying the Union of his/her termination of Union dues deduction. Such notification shall be in the form of a letter containing the following information: employee name, employee number, job classification, department name, and name of the Union from which dues deductions are to be cancelled. The Union will provide to the City the appropriate documentation to process these membership dues cancellations within ten (10) business days after the close of the withdrawal period. Employees with any questions relating to union membership dues shall direct those questions to the Union.

B. MANAGEMENT RESPONSIBILITIES

1. The Controller shall cause the amount of the dues or other proper deductions to be deducted from twenty-four (24) biweekly payroll checks of each employee in this Unit as specified by Union under the terms contained herein. "Dues," shall be the result of Union certification that it has and will maintain an authorization signed by the individual employee from whose salary or wages the deductions are to be made, provided in the form of a list by the Union to the City.
 - a. Remittance of the aggregate amount of all dues and other proper deductions made from the salaries of employees hereunder shall be made to the Union by the Controller within thirty (30) working days after the conclusion of the month in which said dues, and/or deductions were deducted.
 - b. A fee of nine cents (\$.09) per deduction shall be assessed by the Controller for the processing of each payroll deduction taken. The Controller will deduct the aggregate amount of said fees on a biweekly basis.
2. The Controller shall also apply this provision to every permanent employee who, following the operative date of this Article, becomes a member of this Unit, within sixty (60) calendar days of such reassignment or transfer.
3. Management will provide the Union with unit membership information pursuant to the Unit Membership List Article of this MOU.
4. The Controller shall notify the Union within sixty (60) calendar days of any employee who, because of a change in employment status, is no longer a member of the Unit or subject to the provisions of this Article.

C. UNION RESPONSIBILITIES

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

D. CALIFORNIA GOVERNMENT CODE SECTION 1159 (a-b)

Existing California Government Code Section 1159 (a-b) states:

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

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

ARTICLE 2.10 NON-DISCRIMINATION

The parties mutually reaffirm their respective policies of non-discrimination in the treatment of any employee because of race, ethnicity, color, religion, creed, gender (including pregnancy, childbirth, breastfeeding, or medical conditions related to these areas), gender identity, gender expression, sexual orientation, LGBTQ+ identity, marital status, age (40 and over), actual or perceived disability (mental and physical) including HIV and AIDS, medical condition (cancer and genetic characteristics), genetic information, national origin (including language use restrictions), ancestry, political activities or political affiliation, military and veteran status, or by denying Family and Medical Leave Care or by engaging in retaliation for having filed a discrimination complaint, for participating in a discrimination investigation or for opposing discrimination.

Management and the Association agree that no employee shall be interfered with, intimidated, restrained, coerced or discriminated against because of Association activity and/or the exercise of any employee rights granted pursuant to LAAC Sections 4.845 and/or 4.857 (Employee Relations Ordinance).

ARTICLE 2.11 NEW EMPLOYEE ORIENTATION

The City shall provide the Association with written notice of hiring a new employee in a classification represented by EAA in accordance with Article 2.1. Each Department shall provide the Association access to new employee orientations. Notice of scheduled orientations shall be provided at least 10 calendar days prior to the orientation. The Association and Department may agree to group or individual meetings between new

EAA employees and EAA representatives on City time for a maximum uninterrupted time of up to 60 minutes that shall not be shared with any other unions/organizations/presentations. These meetings shall occur no later than 60 days from the date of hire unless otherwise agreed to by the parties. EAA Representatives may provide the new employee any information or materials about EAA, its programs, benefits and becoming a member. Employee attendance at a new employee orientation shall be made mandatory for the entire agenda.

In addition to EAA staff, one EAA steward, Governor, or Unit Council Member (representative) may be released to conduct or participate in new employee orientation meetings. Permission shall be granted to the representative by the employing department unless such absence would cause an undue interruption of work. If such permission cannot be granted, the employing department shall provide the Association an alternative presentation date and time that is not more than five (5) business days beyond the initial new employee orientation date.

ARTICLE 3.0 GRIEVANCES

ARTICLE 3.1 GRIEVANCE PROCEDURE

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.

Section I - Definitions

A. Grievance

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 MOU.
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.

B. Employee Comment Sheet (Comment Card) – LAPD

Employee Comment Sheets (Comment Cards) are used to document positive and negative conduct or incidents. Employee Comment Sheets (Comment Cards) are not considered disciplinary in nature and shall not be considered as an offense in the progressive discipline process. 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.

Section II - Responsibilities and Rights

- A. Nothing in this grievance procedure shall be construed to apply to matters for which an administrative remedy is provided before the Civil Service Commission. Where a matter within the scope of this grievance procedure is alleged to be both a grievance and an unfair labor practice under the jurisdiction of the ERB, the employee may elect to pursue the matter under either the grievance procedure herein provided, or by action before the ERB. The employee's election of either procedure shall constitute a binding election of the remedy chosen and a waiver of the alternative remedy.
- B. No grievant shall lose the right to process a grievance because of Management-imposed limitations in scheduling meetings.
- C. The grievant has the responsibility to discuss the grievance informally with the immediate supervisor. The immediate supervisor will, upon request of a grievant, discuss the grievance with the employee at a mutually satisfactory time. The grievant may be represented by a representative of the grievant’s choice in the informal discussion with the immediate supervisor and in all formal review levels and in arbitration. When more than one employee in a department is aggrieved, and the facts and issues of the alleged grievance are the same, and if affected employees agree to waive their right to discuss the grievance with their immediate supervisor, a single immediate supervisor will be designated by department Management to discuss the grievance at the informal level with affected employees designated to represent the grievance and the employees’ representative. Such grievance will be processed as a single grievance through all formal levels of review. All affected employees involved in the action must waive their respective rights to file an individual grievance on the same issue and to discuss the grievance at the informal level with the respective immediate supervisors on a form provided by Management prior to the discussion with the designated supervisor.

In instances where more than one employee in a department is aggrieved, the Association may elect to file the grievance on behalf of the employees. The facts and issues of the alleged grievance must be the same. Such grievance must

contain the names of all grievants and the specific facts pertaining to each grievant. At the time of filing the grievance, the Association may request that the first level of review be at a level higher than Step 1 and shall provide justification for such request. A single supervisor will be designated by department Management to discuss the grievance at each level with one affected employee designated to represent the grievance and the Association. Such grievance will be processed as a single grievance through all formal levels of review. All affected employees involved in the action must waive their respective rights to file an individual grievance on the same issue and to discuss the grievance at the informal level with their respective immediate supervisors on a form provided by Management prior to the discussion with the designated supervisor. Such form shall also include a statement that the employee understands that they are party to a grievance filed by the Association.

- D. The time limits between steps of the grievance procedure provided herein may be extended by mutual agreement, or, the grievant and Management may waive one or more levels of review from this grievance procedure.
- E. Management shall notify the Association of any formal grievance filed that involves the interpretation and/or application of the provisions of this MOU, and a paid Association Staff Representative shall have the right to be present and participate in the discussion at any formal grievance meeting concerning such a grievance. The paid Staff Representative who elects to attend the grievance meeting shall inform the head of the department, office or bureau.

The Association is to be notified of the resolution of all formal grievances.

Section III - Procedure

GENERAL PROVISIONS

A. BINDING ELECTION OF PROCEDURE

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

B. GRIEVANCE PROCESS RIGHTS

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

C. TIME, TIME LIMITS AND WAIVERS

“Business days” shall be designated 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 60 business days. In addition, the grievant and Management may jointly waive one level of review from this grievance procedure.

D. MEDIATION

At any step following the Informal Discussion in the grievance process, the Association or Management may request mediation, by letter to the department’s personnel officer or the Association. Within 10 business days of receipt of a request for mediation, the receiving party shall either return the request without action or request that the ERB appoint a mediator. The ERB shall attempt to obtain the services of a mediator from the State Mediation and Conciliation Service. If a State mediator is unavailable, Association and Management may jointly agree to a mediator selected by the Executive Director of the ERB. The fees of such mediator shall be shared equally by Association 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 LAAC Section 4.865, the parties may mutually agree to accept the opinion of the mediator as binding.

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

E. EXPEDITED ISSUES

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

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

Additional issues may be waived to the General Manager level upon mutual agreement of the Association 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 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 Association of the grievance. The immediate supervisor shall respond verbally within 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 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 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 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 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 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 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 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 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 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 Association may elect to serve a written request for arbitration with the ERB. A copy of this notice shall be served upon the department's personnel officer. The request for arbitration must be filed with the ERB within 20 business days following (a) the date of service of the written response of the General Manager/Commission or the designee, or (b) the last day of the response period provided for in Step 3. Failure of the Association to serve a written request for arbitration with the ERB 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 ERB, within 10 business days following receipt of said list. Failure of the Association to notify the ERB of the selected arbitrator within 60 business days of receipt of said list shall constitute a waiver of the grievance.

- A. Arbitration of a grievance hereunder shall be limited to the formal grievance as originally filed by the employee to the extent that said grievance has not been satisfactorily resolved. The proceedings shall be conducted in accordance with applicable rules and procedures adopted or specified by the ERB, unless the parties hereto agree to other rules or procedures for the conduct of such

arbitration. The fees and expenses of the arbitrator shall be shared equally by the parties involved, it being mutually understood that all other expenses including, but not limited to, fees for witnesses, transcripts, and similar costs incurred by the parties during such arbitration, will be the responsibility of the individual party incurring same.

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

PROCEDURE FOR GRIEVANCES AFFECTING A GROUP OF EMPLOYEES

The Association 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. In cases where the issues identified in the grievance affect more employees than are identified as grievants, the parties agree that the remedy may be applied to those employees upon their consent, if needed.

PROCEDURE:

STEP 1

The Association shall file the grievance in writing with the General Manager, or designee, of the affected department within 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 CAO 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 Association within 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 Association. The General Manager, or designee, shall prepare a written response within 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 Association may process the grievance to the next level. The Association may serve written notice of the grievance to the Police Commission, or designee, within 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 Association to serve such notice shall constitute a waiver of the grievance. The grievance shall be heard by the Commission, or designee, within 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 Association.

STEP 2

If the grievance is not settled at Step 1, or Step 1A in the Police Department, the Association 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 Association. 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 Association; 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 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 days or less in the aggregate during a 12 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 Unit employees 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 Unit employees 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 their 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, they 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 their 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 their departmental personnel folder(s) at reasonable intervals, upon request, during hours when their 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 their review and a copy of the document presented to him/her for their records. The employee shall acknowledge that they have reviewed and received a copy of the document by signing it with the understanding that such signature does not necessarily indicate agreement with its contents.

A written reprimand or "Notice to Correct Deficiencies" will be sealed upon the written request of an affected employee if the employee has not been involved in any subsequent related incidents that resulted in written or higher corrective action for a period of three 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 in 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 - Rate of Pay

An employee temporarily assigned higher level duties will continue to receive the rate of pay for their regular classification and paygrade. Upon completion of a qualifying period of 10 consecutive working days on such assignment, such employee shall become

eligible for additional compensation. The higher compensation shall begin on the 11th 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.

Whenever management assigns an employee on a temporary basis to perform the duties of a vacant higher level position, such employee shall become eligible for additional compensation on the first day of said assignment.

The employee qualifying for additional compensation under this article shall receive additional compensation in an amount equal to 5.5% of the employee's base hourly rate. Acting pay shall be treated as a non-pensionable "adds to pay" and paid for all qualifying hours worked.

Section III – Status Review

Acting pay is not intended as compensation for a long-term out-of-class assignment and shall not extend past one (1) year. When an employee has filled an acting assignment for a period of 180 days, Management will review the status of the vacancy to determine when the vacancy can be filled through appropriate measures. Upon request, Management will review the acting assignment with the employee. At that time, the employee may request to be removed from the acting assignment.

ARTICLE 4.4 REST PERIODS

Each employee shall be granted a minimum 15 minute rest period in each four hour period; provided, however, that no such rest period shall be taken during the first or last hour of an employee's working day nor in excess of 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>
4289-1	Chief Environmental Compliance Inspector I
4289-2	Chief Environmental Compliance Inspector II
4293	Senior Environmental Compliance Inspector

<u>Class Code</u>	<u>Class Title</u>
1795-1	Senior Photographer I
1795-2	Senior Photographer II

ARTICLE 4.6 UNIFORM OR OTHER REQUIRED WORK CLOTHING ALLOWANCE

Police Department employees in the class of Senior Forensic Print Specialist, Code 2201, shall receive an allowance of three dollars and fifty cents (\$3.50) biweekly for the acquisition and maintenance of uniform items approved by their department.

Persons employed in the class of Senior Photographer, Code 1795, and Principal Photographer, Code 1794, in the Police Department shall receive an allowance of ten dollars (\$10.00) biweekly for the acquisition and maintenance of uniform items approved by the Department.

Full time employees in the class of Senior Environmental Compliance Inspector, Code 4293, and Chief Environmental Compliance Inspector, Code 4289, in the Watershed Protection Division shall be required to wear their uniforms while performing their duties and assignments. When in uniform, the employee shall wear all of the authorized portions of the uniform; which in turn should be worn in the correct fashion. It is the employee's responsibility to keep the uniform clean, well pressed, and in good repair. Uniforms which become worn due to normal wear and tear, or become damaged while on the job, shall be replaced by Management at no cost to the employee. Management shall reimburse those classifications employed in the Watershed Protection Division for uniform laundering services in accordance with Bureau policy.

(Note: Nothing in this Article shall restrict Management's right to establish and implement a contract service for the cleaning and maintenance of uniforms. If at any time during the term of this MOU Management exercises its right to establish such a service, the uniform maintenance allowance provided herein shall be discontinued effective the first full pay period following the implementation of the subject service.)

ARTICLE 4.7 WORK BOOT ALLOWANCE

Full time employees who are required and approved by management to wear a specific safety- type work shoe/boot or a uniform shoe/boot and whose employing department does not already provide said shoes or boots, or a purchase voucher, shall receive a biweekly non-pensionable amount of \$8.00 per pay period and intermittent and half-time employees shall receive a biweekly non-pensionable amount of \$4.00 per pay period for the purchase, repair and maintenance of said shoes or boots.

Each department shall develop safety shoe 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. Failure to wear approved and serviceable safety shoes while on duty may subject the employee to appropriate discipline.

Full time employees in the class of Senior and Chief Environmental Compliance Inspector, Code 4293 and 4289 in the Watershed Protection Division shall be required to wear their boots in compliance with all local and State laws while performing their duties and assignments. Management will provide the boots for this class when employed in the Watershed Protection Division.

ARTICLE 4.8 TELECOMMUTING

The EAA and Management acknowledge the City of Los Angeles Telecommuting Program (C.F. #93-2250), and that employees of this Unit may be considered for eligibility by Management of their respective departments/bureaus in accordance with the Telecommuting Action Plan.

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 5.0 WORK SCHEDULES

ARTICLE 5.1 ALTERNATIVE 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 (4/10), five/forty (5/40), nine/eighty (9/80), 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 4/10 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 4/10, 9/80, or other work schedule, and to require the reversion to a 5/40 work schedule, provided 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 9/80 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 4/10 work schedule shall work 10 hours per day for a four day work week (or 12 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 paygrade.

EAA agrees that it is a management right to require employees who work on a 4/10, 9/80, or 3/12 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 5/40 shall have their sick leave, vacation and holiday credits accrued at the same hourly rate as an employee on the 5/40 schedule.

The City reserves the right to develop 26-week/1,040 hours or 52-week/2,080 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 LAAC Sections 4.108 (Regular Hours of Work) and 4.113 (Overtime) to the contrary, employees in this Unit who are employed in the Police Department shall have a work schedule consisting of 20 days of work in each 28 day deployment period. Such day may be eight, seven and one-half, or seven hours as determined by the Chief of Police.

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

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

ARTICLE 5.3 72 – HOUR WORK SCHEDULE

Notwithstanding LAAC Section 4.108(a), whenever a full-time employee voluntarily reduces the number of his or her biweekly regular work hours from 80 to a number not less than 72 at the request and or with the permission of his or her department, office or bureau such employee shall be credited with the same rights and benefits as though he or she worked 80 hours in the payroll period. The employee shall not be credited for overtime worked until more than 40 hours have been worked in the workweek. Compensation received under the circumstances herein provided shall be considered full compensation for all employees participating in such voluntary work hour reduction program.

ARTICLE 6.0 COMPENSATION

ARTICLE 6.1 SALARIES

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

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

- Appendix A – June 23, 2019
- Appendix B – October 28, 2018
- Appendix C – July 7, 2019 (Specials and Structural Changes)
- Appendix D – January 19, 2020
- Appendix E – January 31, 2021; deferred to be effective on June 19, 2022
- Appendix F – January 30, 2022; deferred to be effective on January 29, 2023
- Appendix G – June 19, 2022; deferred to effective on June 18, 2023

Note: The operative dates for all Appendices coincide with the beginning of payroll periods.

A. SALARY STEPS

1. Employees hired into trainee-level positions (Targeted Local Hire) shall be hired at Step 1 and shall remain on Step 1 for the duration of a twelve (12) month probationary period.
2. Employees hired into non-trainee positions shall be hired at Step 2 (or appropriate higher step in accordance with applicable MOU provisions or LAAC Section 4.90).
3. Employees shall remain on Steps 2 and 3 for nine (9) months each.

4. Steps 4 through 8 are separated by two (2) premium levels (Step 4 is one [1] premium level above Step 3). Employees shall advance to each subsequent step after twelve (12) months.
5. Steps 9 through 12 are separated by one (1) premium level (Step 9 is one [1] premium level above Step 8). Employees shall advance to each subsequent step after twelve (12) months.

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

B. SALARY ADJUSTMENTS

The following salary adjustments are reflected in appendices B-G above and apply to all Unit employees (salary range, flat-rate, and fixed-step [do not move on a salary range]):

Effective October 28, 2018, the base hourly wages for all Unit employees shall be increased by 2.9%.

Effective January 19, 2020, the base hourly wages for all Unit employees shall be increased by 2.75%.

Effective June 19, 2022, the base hourly wages for all Unit employees shall be increased by 2.0%.

Effective January 29, 2023, the base hourly wages for all Unit employees shall be increased by 2.0%.

Effective June 18, 2023, the base hourly wages for all Unit employees shall be increased by 1.50%.

In addition to the base wage salary adjustments listed above, there will be a non-pensionable cash payout to EAA represented employees who meet all of the following criteria:

1. Are contributing towards their healthcare premiums;
2. Were on payroll and being compensated as of May 11, 2019; and
3. Remain in the bargaining unit as of December 13, 2019.

The payout will be paid in accordance with the following table:

Number of months represented by EAA between January 1, 2013 and May 11, 2019	Lump sum taxable non-pensionable cash payout to each active employee on payroll as of May 11, 2019
1 through 24 months	\$500.00
25 through 48 months	\$1,200.00
49 through 72 months	\$1,700.00
73 months and above	\$2,215.00

Employees who have left the bargaining unit between January 1, 2013 and May 11, 2019 shall not be entitled to any of the above cash payments. Employees who may have left and returned prior to May 11, 2019, shall not have the months of their absence included in arriving at the number of months represented by EAA to determine the appropriate level of payout. The payouts will be by separate check and shall have applicable taxes withheld. It is anticipated that the checks should be provided to departments for distribution by December 13, 2019.

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 48 hours notice

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

A. Rate and Method of Compensation

Effective the first full pay period following City Council adoption, compensation for overtime shall be paid for all hours worked in excess of 40 hours in a workweek including all absences with pay authorized by law. Employees who are employed in a class or paygrade, if the class has multiple paygrades, with a top step regular biweekly rate, without bonuses, at or below the top step regular biweekly rate for the class of Supervising Transportation Planner I, shall be compensated in time off

at the rate of one and one-half (1½) hours for each hour of overtime worked; or in cash at one and one-half (1½) times the employee's regular rate of pay. The method of overtime compensation shall be at the discretion of Management.

B. Compensated Time Off

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

However, during the term of this MOU, employees may accumulate up to 240 hours of CTO.

In accordance with FLSA, no employee shall lose CTO. An employee who has requested the use of CTO 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.

Section IV - Salaried Employees

- A. Employees in this unit who qualify for exemption from the FLSA overtime provisions based upon duties and who are assigned to a class or paygrade, if the class has multiple paygrades, with a top step regular biweekly rate, without bonuses, above the top step regular biweekly rate for the class of Supervising Transportation Planner I, shall be treated as salaried employees, in accordance with the provisions of the Fair Labor Standards Act.

Salaried employees may be assigned 5/40, 4/10, 9/80, or other schedules at the discretion of Management. Notwithstanding any LAAC and MOU provisions, or other City department rules and regulations to the contrary, these employees shall not be required to record specific hours of work for compensation purposes,

although hours may be recorded for other purposes. These employees will be paid the predetermined salary for each biweekly pay period, as indicated in the appropriate salary appendix, and shall not receive overtime compensation, except as provided in this Article. Salaried employees shall not be subject to any deductions from salary or any leave banks for any absence from work for less than a full workday. This provision applies to occasional partial day absences from work which are authorized by the appropriate supervisor designated by Management. This provision does not apply to long-term or recurring partial day absences (e.g., intermittent leave/reduced work schedule for purposes of Family/Medical Leave).

Salaried employees shall not be subject to disciplinary suspension for a period of less than seven days; (half of the biweekly pay) unless based on violations of a safety rule of major significance. This requirement shall be superseded by the revised Department of Labor FLSA regulations pertaining to disciplinary suspensions of FLSA-exempt employees on the operative date of the FLSA regulations.

- B. The appointing authority of each City department may grant time off for hours worked due to unusual situations. In lieu of time off, an appointing authority may, with the approval of the Mayor, grant additional compensation when an employee is assigned by Management to work additional hours outside of an employee's regular work schedule, in increments of a full day (eight hours), in unusual situations (e.g., earthquake, flood, sewage spills, emergency construction response, etc.). Compensation for each additional day shall be any amount equivalent to 4.6 percent of the monthly rate of the employee's appropriate step rate, as indicated in the appropriate salary appendix.

ARTICLE 6.3 SHIFT DIFFERENTIAL

Notwithstanding the provisions of Note N of Schedule A of LAAC Section 4.61, any employee, when required to work fifty percent (50%) or more of their time during their 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 a non-pensionable "adds to pay" bonus of 5.5% calculated on the employee's hourly base rate or, when regularly assigned, a pensionable "adds to rate" bonus of 5.5% calculated on the employee's hourly base rate. The procedure for the payment of adjusted compensation for work performed under the provisions of this Article shall be in accordance with LAAC Sections 4.72, 4.74, and 4.75.

ARTICLE 6.4 BILINGUAL BONUS

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 authorization 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 \$100.00 per biweekly pay period for duties requiring conversing fluently in a language other than English, or \$200.00 per biweekly pay period for duties requiring conversing fluently and interpreting a language other than English. The bilingual premium payment is pensionable when regularly assigned.

For newly hired employees or employees newly appointed to a bilingual position, the premium shall be paid at the beginning of the first full biweekly pay period once the employee has been certified by the Personnel Department.

ARTICLE 6.5 SIGN LANGUAGE PREMIUM

Any qualified Unit employee who is requested by the hearing impaired assistance center to utilize sign language shall receive compensation equal to two and three-quarter percent (2.75%) of their salary or wages for each business day the skill is utilized. Such practices of additional compensation shall be in accordance with LAAC Section 4.84.1.

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 Court in and for the County of Los Angeles outside of their normal duty hours, but on a matter arising within the scope of their employment, said employee shall be entitled to receive a minimum of one hour at one and one-half (1½) times their regular rate of pay. Time spent in excess of the one hour minimum guarantee shall also be at the rate of one and one-half (1½) times the employee's regular rate of pay, payable in six minute increments. No compensation shall be paid for the first 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 only.

These provisions apply only for the payment of overtime for court appearances outside of the normal duty hours of employees. Call back provisions are not applicable to court appearances.

A. Basic Compensation

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

1. An off-duty employee shall receive a minimum of two hours overtime compensation for any court day they are 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 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>
45 minutes or less	None
46 minutes or more	All time over 46 minutes (in 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 hours. In addition, they shall receive hour-for-hour overtime compensation for each additional hour of actual court attendance in excess of two 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 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 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 their presence as a witness during their normal working period, unless they are 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 they receive for such appearance. This Article is not applicable to appearances for which the employee receives compensation in excess of their 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

- A. An employee duly summoned to attend any court for the purpose of performing jury service shall, for those days during which jury service is actually performed and those days necessary to qualify for jury service, receive their regular salary. The absence of the employee for the purpose of performing jury service shall be deemed to be an authorized absence with pay within the meaning of LAAC Section 4.75.
- B. During the time the employee is actually reporting for jury service, the head of the department, office, or bureau, or their designee will convert the employee's usual

shift to a regular five-day, Monday through Friday day shift. However, employees may choose to remain on an alternative work schedule (9/80, 4/10, or 3/12) or on an off-watch schedule during jury service with the understanding that jury service on a regularly scheduled day off (RDO) will not be compensated. Employees must report for work on any day of their converted shift that they are not required by the Court to perform jury service.

- C. Compensation for mileage paid by the courts for jury service shall be retained by the employee.
- D. Employees performing jury service on a designated City holiday shall be compensated for the designated City holiday; additional time off for that holiday shall not be provided.
- E. An employee duly summoned to attend any court of competent jurisdiction for the purpose of performing jury service shall, for those days during which jury service is actually performed and those days necessary to qualify for jury service, receive their regular salary.

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 they are paid their salary or compensation during such leave, or any part thereof, as provided in said Code, furnish to their appointing authority two certified copies of their orders, one copy to be filed in the department in which they are 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 their 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 authorized officer of such armed forces. The City 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.

Employees 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 their own vehicle, pursuant to LAAC Division 4, Chapter 5, Article 2, in the performance of their duties shall be reimbursed for transportation expenses at the Internal Revenue Service rate established on January 1st of each calendar year or at subsequent times during the calendar year for all miles traveled in any biweekly period, in addition to any and all salaries and other compensation otherwise provided for by law.

Notwithstanding LAAC Section 4.231, employees authorized to use their personal vehicles pursuant to LAAC Section 4.229 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 CAO shall certify to the Controller appropriate changes, if required, to become effective at the beginning of the first full pay period in which the IRS reimbursement rate change is effective.

ARTICLE 6.11 CALL BACK PAY

Section I

Whenever an employee is ordered by the administrative head of their department, office or bureau, or their designee to return to duty following the termination of their work shift and departure from their work location, they shall receive minimum compensation equivalent to four hours at their 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 dollars (\$10.00) 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 24 hour period commencing with the termination of the employee's normal work shift.

Section III

If an employee is called out, under the provisions of Section I, within four hours of the first call out, they shall receive a second four hours pay for a total of eight hours pay at their appropriate overtime rate.

This Article shall not apply to "salaried" employees, as defined in Article 6.2, Section IV.

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.

- A. Whenever an employee in this bargaining unit is contacted while on off-duty status by the Department head or designee, to furnish information needed to maintain the continuity of City business, without the necessity of having to report for duty personally, such employees shall receive a minimum of one hour of compensation, subject to the following limitations:
 - 1. Only the first disturbance 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 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.
 - 2. Any employee receiving On Call/Standby Compensation for the same day shall not be eligible to receive compensation under this Article for that day;
 - 3. The Department head or designee may determine the method of compensation;
 - 4. An employee contacted while off-duty concerning subsequent work scheduling shall not be eligible to receive compensation under this Article.
- B. Assignment of an electronic communication device does not constitute worked time. If an hourly employee is contacted, they shall only be compensated according to the Disturbance Call article of this MOU.

ARTICLE 6.13 ON CALL/STANDBY COMPENSATION

Effective the first full pay period following City Council adoption, any employee in this bargaining unit shall receive standby compensation at the rates specified below when assigned by management to standby during their off hours.

- A. Employees assigned to standby on weekends and holidays shall receive \$60.00 for each day of such assignment.
- B. Employees assigned to standby at all other non-work schedule hours shall receive \$40.00 for each day of such assignment.
- C. Management is responsible for reviewing and monitoring the need for an assignment of on-call/standby designations.

Whenever an employee on standby is required, as part of their on-call/standby assignment to remotely or off-site troubleshoot or participate in job-related tasks, shall receive compensation of no less than one hour at the appropriate hourly rate. If the remote task(s) exceed one hour in duration, the employee shall be compensated in six minute increments at the appropriate hourly rate.

Persons employed in the Police Department in the Senior Photographer, and Senior Forensic Print Specialist series (all paygrades) when required to be on on-call/standby by a designated representative of the Chief of Police shall receive, in addition to any other compensation provided for herein, one hour straight time compensation for each eight hours that they are required to 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 hour straight time compensation for each six hours that they are required to standby.

Assignment of an electronic communication device does not constitute worked time. If an hourly employee is contacted, they shall only be compensated according to the On-Call/Standby article of the MOU.

ARTICLE 6.14 TEMPORARY SUPERVISORY PAY/LEAD PAY

Section I – Temporary Supervisory Pay

- A. Whenever Management assigns an employee to perform the full duties of a higher level supervisory position 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 10 consecutive working days in such assignment at their regular rate of compensation. Paid leave time taken during a qualifying period shall extend the 10 day qualifying period by the length of the absence. All other absences shall constitute a disqualifying break in the 10 day qualifying period requirement, necessitating the initiation and completion of a new qualifying period. Pay shall begin on the 11th 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, such employee shall become eligible for additional compensation on the first day of such assignment.
- C. A qualifying employee as stated above shall receive compensation at two (2) premium levels (approximately 5.5%) of their hourly base rate in the form of a non-pensionable “adds to pay” bonus, paid for all hours worked.
- D. Management retains the right to determine whether a position is vacant or to be filled due to a temporary absence.

Section II – Lead Pay

- A. Non-supervisory employees (employees whose classification or pay grade description does not include supervisory duties) who are designated and assigned by Management to act as lead workers over other employees, either on a regularly assigned or on a daily basis, shall receive compensation at two (2) premium levels (approximately 5.5%) pensionable when regularly assigned; non-pensionable bonus when assigned on a daily basis.
- B. The designation, re-designation or removal of a lead assignment shall be a Management prerogative and may occur any time Management deems it appropriate. Such Management decisions shall be final and conclusive and shall not be subject to the grievance procedure herein. Nothing in this Section, however, is intended to deny the premium payment specified herein to an employee who has been assigned, has qualified and has performed the lead assignment in accordance with the provisions of this Article.

ARTICLE 6.15 SUPERVISION DIFFERENTIAL

A Unit member shall be eligible for a pensionable “adds to rate” supervision differential whereby the Unit member who supervises another employee is reassigned to a salary range where the top step of the range is 5.5% greater than the top step of the subordinate’s salary range (and, in which case the supervising employee remains on their assigned salary step) when all of the following conditions apply:

1. The Unit member is required to supervise one or more employees.
2. Supervision by a civilian of a sworn employee shall not be considered in determining a supervision differential.
3. The supervisor’s and highest paid subordinate’s salaries are set by a salary range rather than a flat amount.
4. The difference between the top step of the subordinate’s and supervisor’s salary range is less than 5.5%.

5. The employee required to supervise is assigned to a bona fide supervisory position, meaning a full-time, regularly assigned supervisor with full administrative and technical authority to assign, review, and approve work of his or her subordinates, excluding either the general manager of any department, bureau, or office of the City or their chief assistant. In the case where the civil service class title of the chief assistant is not representative of their assignment, the CAO or their designee may consider working titles and tables of organization to determine whether an employee is a chief assistant.
6. Supervision differential requests must be approved by the CAO.

ARTICLE 6.16 SALARY STEP ADVANCEMENT

Salary step advancement procedures shall be in accordance with the LAAC Section 4.92.

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 (JLMBC) and approved by the City Council.

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

If there are any discrepancies between the benefits described herein and the Flex Program approved by the (JLMBC), the Flex Program benefits will take precedence.

Section I - Health Plans

The health plans offered and benefits provided by those plans shall be those approved by the City's (JLMBC) and administered by the Personnel Department in accordance with Los Angeles LAAC Section 4.303.

- A. Management agrees to contribute a monthly sum not to exceed the Kaiser Permanente family rate (maximum monthly health care subsidy) per full-time employee toward the cost of a City-sponsored health plan for employees who are members of the Los Angeles City Employees' Retirement System (LACERS). During the term of this MOU, Management's monthly health care subsidy for full-

time employees shall increase by the increase in the Kaiser Permanente family rate. Increases in this monthly health care subsidy shall be effective at the beginning of the pay period in which the Kaiser Permanente yearly premium rate change is implemented.

- B. Management will apply this subsidy first to the employee's coverage. Any remaining balance will be applied toward the coverage of the employee's dependents under the plan.
- C. Management agrees to contribute for each half-time employee, as defined by Section 4.110 of the LAAC, who became a member of LACERS following July 1, 1990, and for each employee who transfers from full-time to half-time status following July 1, 1990, a monthly subsidy not to exceed the Kaiser employee-only rate, toward the cost of their Flex Program medical plan. Half-time employees who, prior to July 1, 1990, were receiving the same subsidy as full-time employees shall continue to receive that subsidy and shall be eligible to receive any increases applied to that subsidy as provided in this Article. During the term of this MOU, Management's monthly health care subsidy for half-time employees shall increase by the increase in the Kaiser Permanente single party rate. Increases in this monthly subsidy shall be effective at the beginning of the pay period in which the Kaiser Permanente yearly premium rate change is implemented.
- D. Any employee who was receiving a full health subsidy as of July 1, 1990, in accordance with this Article, who transfers to half-time status following that date shall continue to be eligible for the full subsidy and shall be subject to any adjustments applied to that subsidy as provided in this Article. This provision shall apply providing that such employee does not have a break in service subsequent to July 24, 1989. Any half-time employee with a break in service after July 24, 1989, shall be subject to the partial subsidy provisions in this Article.
- E. 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 employees subsidy and shall be subject to any adjustments applied to that subsidy as provided in this Article.
- F. Further, any half-time employee receiving either a full or partial subsidy in accordance with this Article who, subsequent to July 1, 1990, becomes an intermittent employee shall not be eligible for such subsidy, notwithstanding their status as a member of LACERS.
- G. During the term of this MOU, the JLMBC will review all rate changes and their impact on the Health Plans. The following provisions will apply to employees enrolled in a City-sponsored health care plan and eligible for the health care subsidy.

Employees shall pay ten percent (10%) of the City's monthly health care premium on a biweekly basis when the amount of their monthly health care premium for the health care plan in which they are enrolled is less than or equal to the amount of the City's maximum monthly health care subsidy. Effective January 1, 2020, the 10% contribution by Unit members described above shall be eliminated.

Employees enrolled in a health care plan that has a monthly premium that exceeds the City's maximum monthly subsidy shall pay on a biweekly basis the total of the difference between the cost of their monthly health care premium and the City's maximum monthly health care subsidy, plus ten percent (10%) of the City's maximum monthly health care subsidy. Effective January 1, 2020, the 10% contribution by Unit members described above shall be eliminated.

Section II - Dental Plans

- A. The dental plans offered and benefits provided by those plans shall be those approved by the City's JLMBC and administered by the Personnel Department in accordance with LAAC Section 4.303.
- B. 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.
- C. For each half-time employee, as defined by LAAC Section 4.110, who becomes a member of LACERS and for each employee who transfers from full-time to half-time status after 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.
- D. Any employee who was receiving a full employee-only dental subsidy as of July 1, 1990, in accordance with this Article, who transfers to half-time status following that date shall continue to be eligible for the full subsidy. This provision shall apply providing that such employee does not have a break in service subsequent to July 1, 1990. Any half-time employee with a break in service after July 1, 1990 shall be subject to the partial subsidy provisions in this Article.
- E. Further, any half-time employee receiving either a full or partial subsidy in accordance with this Article who, subsequent to July 1, 1990, becomes an intermittent employee shall not be eligible for such subsidy, notwithstanding their status as a member of LACERS.

- F. During the term of this MOU, the (JLMBC) will review all rate changes and their impact on the Dental Plans.

Section III - Association-Sponsored Dental Insurance

Employees may elect to be covered by one of the Association-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 be a maximum of forty-nine dollars and eighty-four cents (\$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 Association-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 to the separate EAA dental carrier(s) 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, and 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 IV - 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 have an approved City Affidavit of Domestic Partnership form or a registered State of California Declaration of Domestic Partnership form on file in the Employee Benefits Office, Personnel Department, which identifies that individual as the employee's domestic partner.

Section V - General Provisions

- A. An open enrollment period of at least 30 days shall be declared by the Personnel Department each year. During this open period, employees may enroll themselves and, at their option, their dependents in the City-sponsored plan. Employees who fail to enroll during this open period will be ineligible to participate in a City-sponsored plan unless another open enrollment period is subsequently declared by the Personnel Department. However, employees may enroll in Association-sponsored programs in accordance with the procedures of those programs.
- B. Management will retain all duties and responsibilities it has had for the administration of the City's Health and Dental Plans.

Section VI - 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 pay periods, except while an employee is on a Pregnancy Disability Leave absence (up to four months), Management shall continue the City's subsidy for her pregnancy health coverage (medical plan subsidy) in compliance with the provisions of Government Code Section 12945 enacted in 2011.

Section VII - Benefit Protection Plan

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

ARTICLE 7.2 RETIREMENT BENEFITS

A. Benefits

1. Effective July 1, 2011, for all Tier I employees regardless of their date of hire, the Tier I retirement formula and a flat-rated employee retirement contribution of seven percent (7%) was implemented and shall be continued. The employee retirement contribution rate shall return to six percent (6%) in accordance with LAAC Section 4.1033, which provides that this seven percent (7%) employee retirement contribution will continue until June 30, 2026 or until the ERIP cost obligation is fully paid, whichever comes first.
2. For employees hired on or after February 21, 2016 (in accordance with Ordinance 184134 implementing LACERS Tier 3), the retirement formula for LACERS Tier 3 is a flat-rated employee retirement contribution of seven percent (7%) and shall be continued during the term of the MOU.

B. Retiree Health Benefits

1. There is currently in effect a retiree health benefit program for retired members of LACERS under LAAC Division 4, Chapter 11. All covered employees who are members of LACERS, regardless of retirement tier, shall contribute to LACERS four percent (4%) of their pre-tax compensation earnable toward vested retiree health benefits as provided by this program. The retiree health benefit available under this program is a vested benefit for all covered employees who make this contribution, including employees enrolled in LACERS Tier 3.
2. With regard to LACERS Tier 1, as provided by LAAC Section 4.1111, the monthly Maximum Medical Plan Premium Subsidy, which represents the Kaiser 2-party non-Medicare Part A and Part B premium, is vested for all members who made the additional contributions authorized by LAAC Section 4.1003(c).
3. Additionally, with regard to Tier 1 members who made the additional contribution authorized by LAAC Section 4.1003(c), the maximum amount of the annual increase authorized in LAAC Section 4.1111(b) is a vested benefit that shall be granted by the LACERS Board.
4. With regard to LACERS Tier 3, the Implementing Ordinance shall provide that all Tier 3 members shall contribute to LACERS four percent (4%) of their pre-tax compensation earnable toward vested retiree health benefits, and shall amend LAAC Division 4, Chapter 11 to provide the same vested benefits to all Tier 3 members as currently are provided to Tier 1 members

who make the same four percent (4%) contribution to LACERS under the retiree health benefit program.

5. The entitlement to retiree health benefits under this provision shall be subject to the rules under LAAC Division 4, Chapter 11 in effect as of the effective date of this provision, and the rules that shall be placed into LAAC Division 4, Chapters 10 and 11, with regard to Tier 3, by the Implementing Ordinance.
6. As further provided herein, the amount of employee contributions is subject to bargaining in future MOU negotiations
7. The vesting schedule for the Maximum Medical Plan Premium Subsidy for employees enrolled in LACERS Tier 1 and LACERS Tier 3 shall be the same.
8. Employees whose Health Service Credit, as defined in LAAC Division 4, Chapter 11, is based on periods of part-time and less than full-time employment, shall receive full, rather than prorated, Health Service Credit for periods of service. The monthly retiree medical subsidy amount to which these employees are entitled shall be prorated based on the extent to which their service credit is prorated due to their less than full time status.

C. Procedure for Benefits Modifications

1. Proposals for major retirement benefit modifications will be negotiated in joint meetings with the certified employee organizations whose memberships will be directly affected. Agreements reached between Management and organizations whereby a majority of the members in LACERS are affected shall be recommended to the City Council by the CAO as affecting the membership of all employees in LACERS. Such modifications need not be included in the MOU in order to be considered appropriately negotiated.
2. Proposals for minor benefit modifications and technical changes will be considered and reported on as appropriate, but no more than once a year, in a report from the CAO to the City Council. Affected organizations shall be given the opportunity to review the proposed minor changes prior to the release of the report, and their views shall be included in the report.
3. If agreement is not reached between Management and the organizations representing a majority of the members in LACERS as to whether a particular proposal constitutes either a major or a minor modification, the proposal shall be treated as a major modification.

ARTICLE 7.3 SICK LEAVE BENEFITS

Management's practices with regard to sick leave benefits will be in accordance with Los Angeles Administrative Code Sections 4.126, 4.126.2, and 4.128, except as noted below.

Sick leave may be used for the following purposes: diagnosis, care, or treatment of a health condition, or preventive care, of an employee or an employee's immediate family member, as provided in Article 7.4 (Family Illness) of this MOU.

A. Sick Leave Accrual and Usage

1. Full-Time Employees

- a. Full-time employees shall begin accruing sick leave on the first day of employment. Employees shall accrue a total of one (1) day (8 hours) of sick leave at the end of the first month (30 calendar days) of employment and shall accrue one (1) additional day at the end of each subsequent month (30-calendar day period) worked until January 1. Beginning January 1, employees shall accrue sick leave as provided in Subsection A(1)(b) of this Article. Employees may use their accrued sick leave beginning on the 90th day of City employment (90 calendar days from the date of hire).
- b. Beginning the January 1 subsequent to the date of their initial City employment, full-time employees shall be provided 96 hours at 100% of full pay and 40 hours at 75% of full pay each calendar year for sick leave, plus the hours of sick leave accrued and accumulated as provided in this Article.
- c. Any unused balance of sick leave at 100% of full pay at the end of any calendar year shall be carried over and accumulated from one (1) calendar year to the next up to a maximum of 800 hours. However, any unused sick leave at 100% of full pay remaining at the end of any calendar year, which, if added to an employee's accumulated sick leave at 100% of full pay, will exceed 800 hours, shall be compensated by a cash payment of 50% of the employee's salary rate current at the date of payment as soon as practicable after the end of each calendar year.

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 (1) calendar year to the next up to a maximum of 800 hours at 75% of full pay. No payment of sick leave accrual in excess of the maximum amount shall occur.

- d. Effective January 1, 1997, if a full-time employee retires from City service or, if a full-time employee who is eligible to retire on or after July 1, 1996, dies prior to retirement, any balance of accumulated sick leave at 100% of full pay up to a maximum of 800 hours remaining unused at the time of retirement or death shall be compensated to the employee or, in the event of the death of the employee, to the employee's legal beneficiary(ies) by a cash payment of 50% of the employee's salary rate on the date of retirement or death.
- e. As of January 1, 1998, any unused balance of sick leave at 50% of full pay shall be frozen with no further credits or withdrawals permitted.

Effective January 1, 1997, if a full-time employee retires from City service or, if a full-time employee who is eligible to retire on or after July 1, 1996, dies prior to retirement, any balance of accumulated sick leave at 50% of full pay remaining unused at the time of retirement or death shall be compensated to the employee or, in the event of the death of the employee, to the employee's legal beneficiary(ies) by a cash payment of 25% of the employee's salary rate on the date of retirement or death.

- f. If a full-time employee separates from City service and is rehired by the City within one (1) year from the date of separation, previously accrued and unused sick leave shall be reinstated.

2. Half-Time Employees

- a. Half-time employees, as defined by Section 4.110(a) of the LAAC, shall begin accruing prorated sick leave on the first day of employment. Sick leave for a half-time employee shall be prorated on the basis of total number of hours scheduled in relationship to the total number of hours required for full-time employment. Employees may use their accrued sick leave beginning on the 90th day of City employment (90 calendar days from the date of hire).
- b. Beginning the January 1 subsequent to the completion of 12 calendar months of employment following their date of hire, half-time employees shall be provided prorated sick leave hours based on the calendar year sick leave allotment for full-time employees of 96 hours at 100% of full pay and 40 hours at 75% of full pay, plus the hours of sick leave accrued and accumulated as provided in this Article. The prorated amount of 100% and 75% sick leave hours for half-time employees will be calculated on the basis of the total number of hours compensated in the previous 12-month calendar period

(January 1 through December 31) in relationship to the total number of hours required for full-time employment.

- c. Any unused balance of sick leave at 100% of full pay at the end of any calendar year shall be carried over and accumulated from one (1) calendar year to the next up to a maximum of 800 hours. However, any unused sick leave at 100% of full pay remaining at the end of any calendar year, which, if added to an employee's accumulated sick leave at 100% of full pay, will exceed 800 hours, shall be compensated by a cash payment of 50% of the employee's salary rate current at the date of payment as soon as practicable after the end of each calendar year.
- d. Effective January 1, 1997, if a half-time employee retires from City service or, if a half-time employee who is eligible to retire on or after July 1, 1996, dies prior to retirement, any balance of accumulated sick leave at 100% of full pay up to a maximum of 800 hours remaining unused at the time of retirement or death shall be compensated to the employee or, in the event of the death of the employee, to the employee's legal beneficiary(ies) by a cash payment of 50% of the employee's salary rate on the date of retirement or death.
- e. If a half-time employee separates from City service and is rehired by the City within one (1) year from the date of separation, previously accrued and unused sick leave shall be reinstated.

3. Intermittent Employees

- a. Intermittent employees, as defined by Section 4.110(b) of the LAAC, shall begin accruing sick leave on the first day of employment. Employees shall accrue at a rate of one (1) hour for every 29 hours worked. Employees may use their accrued sick leave beginning on the 90th day of City employment (90 calendar days from the date of hire) up to a maximum of 48 hours each calendar year.
- b. Sick leave may be accumulated up to a maximum of 48 hours each calendar year. Any accrued, unused sick leave remaining at the end of the calendar year shall carry over to the following year. Any sick leave accumulated in excess of the maximum amount shall be deemed waived and lost.
- c. Intermittent employees with accrued CPTO and/or 100% sick leave hours, who become full-time or half-time employees, shall be allowed to carry over into their 100% sick leave bank a maximum of 48 hours of unused CPTO, 100% sick leave, or any combination of such

unused time. Any unused CPTO and/or sick leave in excess of the 48 hours carried over shall be deemed waived and lost. Employees shall be eligible immediately as a full-time or half-time employee to accrue and use sick leave at the appropriate rate.

- d. If an intermittent employee separates from City service and is rehired by the City within one (1) year from the date of separation, previously accrued and unused sick leave shall be reinstated.
- e. Employees who hold more than one (1) intermittent position concurrently shall be eligible to accrue sick leave in only one (1) position.

B. Preventive Medical Treatment

Upon approval of the appointing authority, an employee may be allowed sick leave with full pay not to exceed an aggregate of 48 hours in any one calendar year, but no less than one-half (½) hour increments 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.

C. Doctor's Certificate Requirement

Payment for sick leave at full pay for any period of 48 working hours or less shall be allowed by the appointing authority. Payment, however, for sick leave in excess of 48 working hours may require 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 has 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 where there is objective information suggesting possible employee abuse.

ARTICLE 7.4 FAMILY ILLNESS

Any employee who is absent from work by reason of the illness or injury of a member of their immediate family, and who has accrued unused sick leave, shall, upon the approval of the appointing authority be allowed leave of absence with pay for a maximum of 15 working days in any one calendar year. Effective January 1, 2020, employees who have exhausted all their 100% sick time, may use their 75% sick time. 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, great grandparents, grandchildren, great grandchildren, father-in-law, mother-in-law, step-parents, step-children, foster child, a household member (any person residing in the immediate household of the employee at the time of the illness or injury) the domestic partner of an employee, and the following relatives of an employee's domestic partner: child, grandchild, mother, and father.

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

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. Indigenous Peoples 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. Two unspecified holidays (per calendar year)
15. One additional unspecified holiday in 2020 only.

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 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.
- F. Holiday Premium Pay - Any FLSA non-exempt full-time employee who works on any holiday listed above will receive eight hours (or portion thereof as specified above in A.13) of holiday pay and one and one-half (1½) the hourly rate for all hours worked on the observed holiday; provided, however, that the employee has: (1) worked their assigned shift immediately before, and their 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 herein) for the same hours. This section shall not apply to "salaried" employees.
- G. An employee who works: (1) in excess of eight 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 their class. Employees shall not receive both overtime and holiday premium pay (as defined above) for the same hours. This section shall not apply to "salaried" employees, as defined in Article 6.2, Section IV.
- H. 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 G. above). If such holiday falls on the employee's scheduled day off, an alternative day off in-lieu shall be scheduled within the same workweek and calendar week as the holiday.
- I. 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.
- J. The unspecified holiday(s) shall be taken in accordance with the following requirements:
 - 1. The holiday(s) must be taken in one full normal working day increment of eight 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 mutually satisfactory date within the calendar year.

2. Any break in service (i.e., resignation, discharge, retirement) prior to taking the holiday(s) shall forfeit any right thereto.
3. The holiday(s) shall not be utilized to extend the date of any layoff.
4. No employee shall be entitled to an unspecified holiday(s) until they 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 two unspecified holidays each calendar year, except in 2020. 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.

K. Holiday benefits as they apply to half-time and intermittent employees shall be in accordance with LAAC Section 4.119(n).

ARTICLE 7.6 VACATION

Section I – Vacation Accrual

Each employee who has completed their qualifying year, 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 LAAC Section 4.246:

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 – Accumulation of Vacation Time

Effective September 1, 2019, notwithstanding LAAC, Section 4.254, employees shall be permitted to accumulate vacation time not to exceed three (3) annual vacation allotment periods and no vacation hours shall be permitted to accrue in excess of the maximum three (3) annual vacation allotment periods.

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

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

Employees 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 their 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 their 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 the father, mother, brother, sister, spouse, child, grandparents, grandchildren, step-parents, father-in-law, mother-in-law, step-children, foster child, the domestic partner of an employee, and the child of a domestic partner or a household member (any person residing in the immediate household of the employee at the time of the illness or injury).

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 370 calendar days after the occurrence.

Any employee claiming a domestic partner for purposes of this Section 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. No affidavit is required to secure bereavement leave benefits arising from the death of a household member (any person residing in the immediate household of the employee at the time of death). By extending to an employee the specific benefits defined by this Section, the City does not intend to confer or imply any other unspecified benefits to such employee, or to the employee's domestic partner, or to the employee's household members, or to any other person.

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

ARTICLE 7.8 FAMILY AND MEDICAL LEAVE

A. Authorization for Leave

During the term of this MOU, up to four 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 LAAC to the contrary.

An employee may take leave under the provisions of this Article if they have a serious health condition that makes him/her unable to perform the functions of their position.

Leave under the provisions of this Article shall be limited to four months (nine [9] pay periods) during a twelve month period, regardless of the number of incidents. A twelve month period shall begin on the first day of leave for each individual taking such leave. The succeeding twelve month period will begin the first day of leave taken under the provisions of this Article after completion of the previous twelve 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 D.1 and D.6 of this Article.)

B. Definitions

1. Spouse means a husband or wife as defined or recognized under State law for purposes of marriage in this State.
2. Domestic partner means a named domestic partner in a confidential affidavit declaring the existence of said domestic partner and signed by the City employee, which is on file in the Employee Benefits Office, Personnel Department.
3. Parent means a biological, step, adoptive, or foster parent, an individual who stands or stood *in loco parentis* to an employee, or a legal guardian. This term does not mean parents-in-law. Persons who are *in loco parentis* include those with day-to-day responsibilities to care for or financially support a child, or in the case of a parent of an employee who had such responsibility for the employee when the employee was a child. A biological or legal relationship is not necessary.
4. 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.

C. Eligibility

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

Exception: In accordance with Pregnancy Disability Leave 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 months (nine [9] pay periods) of leave if disabled due to pregnancy.

2. Parents (including those who are domestic partners) who both work for the City may each individually take leave under the provisions of this Article at the same time to care for a new child by birth or adoption or foster care of a child.

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

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

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

D. **Conditions**

1. **Pregnancy** - The start of a leave for a pregnant employee shall be at the beginning of the employee's pregnancy-related disability that a 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 months (nine [9] pay periods) of leave with medical certification certifying the employee as unable to work due to a pregnancy-related condition. Pregnancy Disability Leave under the FEHA may be taken before or after the birth of the child, which shall run concurrently with pregnancy leave under the federal Family and Medical Leave Act of 1993, and must be concluded within one year of the child's birth.

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

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

4. **Employee's Own Illness** - The start of a leave for the employee's own serious health condition shall begin on the date requested by the employee or designated by Management.
5. A **serious health condition** is defined as an illness, injury, impairment, or physical or mental condition that involves any period of:
 - a. Incapacity or treatment connected with inpatient care in a hospital, hospice, or residential medical care facility; or
 - b. Incapacity requiring an absence of greater than three days involving continuing treatment by or under the supervision of a health care provider; or
 - c. Incapacity (or treatment resulting therefrom) due to a chronic or serious health condition; or
 - d. Incapacity that is permanent or long-term due to a condition for which treatment may not be effective; or
 - e. Absences to receive multiple treatments (including any period of recovery therefrom) by, or on referral by, a health care provider for a condition that likely would result in incapacity or more than three consecutive days if left untreated; or
 - f. Incapacity due to pregnancy or for prenatal care.
6. **Continuous, Intermittent, and Reduced Work Schedule Leave** - All leave granted under this Article shall normally be for a continuous period of time for each incident.

An employee shall be permitted to take intermittent leave or work on a reduced schedule to take care of a family member with a serious health condition or for their 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 LAAC Section 4.110 during the duration of their part-time schedule.

In accordance with the California Family Rights Act (CFRA), leave for the birth, adoption or foster care placement of a child of an employee (bonding leave) does not have to be taken in one continuous period of time. Under CFRA, the basic minimum duration of bonding leave is two weeks, and on

any two occasions an employee is entitled to such bonding leave for a time period of less than two weeks' duration. Any other form of intermittent leave, or work on a reduced schedule, for the purpose of bonding leave shall only be permitted at the discretion of Management. Bonding leave must be concluded within one year of the birth or placement of the child.

7. If any employee requires another leave for a separate incident under the provisions of this Article during the same 12 month period, a new request must be submitted.
8. A personal leave beyond the four month (nine [9] pay periods) leave provided in this Article may be requested, subject to the approval of the appointing authority and, if required, the Personnel Department, as provided under other City leave provisions.
9. An employee receiving temporary workers' compensation benefits (either IOD or the rate provided in Division IV of the California Labor Code) who meets the eligibility requirements in C.1. of this Article shall automatically be considered to be on family and medical leave, effective the first day of the employee's absence.
10. Management has the right to request and verify the medical certification of a serious health condition by a health care provider for a leave under the provisions of this Article. Management shall allow the employee at least 15 calendar days to obtain the medical certification.
11. Upon return from family or medical leave, an employee shall be returned to their original job or to an equivalent job.

E. Notice Requirements

1. Employee

When an employee requests family or medical leave, they 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.

2. Management

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

medical certification. Management shall notify an employee if it designates paid or unpaid leave as qualifying time taken by an employee as family or medical leave-qualifying regardless of whether or not the employee initiates a request to take family or medical leave,

F. Applicable Time Off

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

1. Childbirth (Mother)

- a. Accrued sick leave (one hundred percent [100%] or seventy-five percent [75%]) or vacation for the entire period of disability that a health care provider certifies is necessary (including prenatal care or the mother's inability to work prior to the birth) may be taken at the employee's discretion.
- b. For the non-disability portion of childbirth leave (before delivery or after [bonding]) accrued vacation available at the start of the leave shall be used prior to the use of time under c., d., e., and f. below.
- c. Accrued one hundred percent (100%) sick leave. The use of sick leave under this subsection is at the employee's discretion.
- d. Accrued seventy-five percent (75%) sick leave, following use of all one hundred percent (100%) sick leave. The use of sick leave under this subsection is at the employee's discretion.
- e. Unpaid leave.
- f. Accrued compensatory time off may be used at the employee's discretion, with Management approval, after exhaustion of one hundred percent (100%) sick leave (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.

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

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

- b. Accrued vacation available at the start of the leave shall be taken. Such time must be used prior to the use of time under c., d., e., and f. below.
- c. Accrued one hundred percent (100%) sick leave. The use of sick leave under this subsection is at the employee's discretion.
- d. Accrued seventy-five percent (75%) sick leave following use of all 100% sick leave. The Use of sick leave under this subsection is at the employee's discretion.
- e. Unpaid leave.
- f. Accrued compensatory time off may be used at the employee's discretion, with Management approval, after exhaustion of one hundred percent (100%) sick leave (c. above). In accordance with the final Department of Labor Regulations, which became effective January 16, 2009, and govern the federal Family and Medical Leave Act, any use of accrued compensatory time off under this Section shall be counted against the employee's annual family and medical leave entitlement.

3. Personal Medical Leave

- a. Accrued one hundred percent (100%) sick leave may be used at the employee's discretion. Such leave may be taken before or after the vacation described in c. below.
- b. Accrued seventy-five percent (75%) sick leave may be used following use of all one hundred percent (100%) sick leave at the employee's discretion. Such leave may be taken before or after the vacation described in c. below.
- c. Accrued vacation time.
- d. Unpaid leave.
- e. Accrued compensatory time off may be used at the employee's discretion, with Management approval, after exhaustion of one hundred percent (100%) sick leave (a. above). In accordance with the final Department of Labor Regulations, which became effective January 16, 2009, and govern the federal Family and Medical Leave Act, any use of accrued compensatory time off under this Section shall be counted against the employee's annual family and medical leave entitlement.

G. Sick Leave Rate of Pay

Payment for sick leave usage under F. 1., 2., and 3. shall be at the regular accrued rate of one hundred percent (100%) or seventy-five percent (75%), as appropriate.

H. Monitoring

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

Effective February 28, 2021, each full-time unit member shall, in addition to all other compensatory time, receive 40 hours per calendar year as personal leave. Personal leave is defined as any event requiring a member's immediate attention. Personal leave shall only be taken in the calendar year in which it is credited and, if not taken, such time shall be deemed waived and lost. Personal leave may be taken in one (1) hour increments. No employee shall be entitled to personal leave until the employee has completed six (6) months of satisfactory service. Under no circumstances shall such time be compensated in cash upon separating from City service, retirement, transfer to another bargaining unit, or any other reason.

Effective February 28, 2021, for calendar year 2021 only, each part-time unit member shall, in addition to all other compensatory time, receive personal leave as listed below. All other terms and conditions as provided for full-time employees are applicable.

- Civil Service half-time - 20 hours
- Exempt half-time - 10 hours
- Intermittent - 5 hours

Effective calendar year 2022, each part-time unit member shall, in addition to all other compensatory time, accrue personal leave based on hours worked in the prior calendar year not to exceed 40 hours in a calendar year. All other terms and conditions as provided for full-time employees are applicable.

ARTICLE 7.10 PARKING

The provisions of the Special MOU 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 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 7.11 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 7.12 EMPLOYEE AND FAMILY ASSISTANCE PROGRAM

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

ARTICLE 7.13 TEMPORARY DISABILITY: WORKERS' COMPENSATION (IOD)

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

Section I

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

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 ninety percent (90%) of their regular 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 illnesses which are 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 LAAC Section 4.246, employees who are certified off duty for temporary total disability shall continue to accrue vacation credit during the period of disability.

ARTICLE 7.14 COMPENSATED PERSONAL TIME OFF – INTERMITTENT EMPLOYEES

Effective July 25, 2005, intermittent employees, as defined by LAAC Section 4.110(b), shall be eligible to accrue compensated personal time off (CPTO) at a rate of 2.75 minutes for every hour compensated. Employees must complete a period of six consecutive months of City service and must have been compensated for at least 500 hours before qualifying to use the CPTO. This benefit may be used in no less than one-hour increments for the following:

1. Personal business, subject to approval of the supervisor
2. Holidays assigned off

When a holiday falls on an employee's assigned schedule and the employee is not required to work on that holiday, an employee may request to use CPTO. If the qualifying employee chooses not to use CPTO for the holiday, the employee may be allowed, subject to the approval of the supervisor, to adjust their work schedule and make up the time in full not later than the next succeeding payroll period.

CPTO may be accumulated for up to a maximum of 48 hours. Any time accumulated in excess of such amount shall be deemed waived and lost. Intermittent employees with accrued CPTO and/or 100% sick leave hours, who become full-time or half-time employees, shall be allowed to carry over into their 100% sick leave bank a maximum of 48 hours of unused CPTO, 100% sick leave, or any combination of such unused time. Any unused CPTO and/or sick leave in excess of the 48 hours carried over shall be deemed waived and lost. There shall be no payment of any form for unused personal time upon separation from City service for any reason.

Employees who hold more than one intermittent position concurrently shall be eligible to accrue CPTO in only one position. Employees should designate a primary employing department in writing with their primary and secondary employing departments and with the Controller's Office. If an employee fails to designate a primary employing department, the Controller's Office will designate the first department to hire the employee as the primary employing department. Employees may change their designated primary department during the Open Enrollment period of October 1–31. If an employee changes departments outside the Open Enrollment period, the Controller's Office will designate the first department to hire the employee as the primary employing department, unless the employee notifies the Controller's Office otherwise within 30 calendar days of the effective date of the change. Employees who are paid per diem or by the session shall not be eligible to accrue CPTO.

ARTICLE 7.15 PART-TIME EMPLOYMENT

The definition of a part-time employee covered by this MOU shall be in accordance with LAAC Section 4.110.

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 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 REGISTRATION/
CERTIFICATION**

Any employee in this Unit who is required to maintain a State of California Professional Registration as a condition of employment, shall be reimbursed by the City for the cost of such registration upon presentation by the employee of a paid receipt for such cost.

Any Department of Building and Safety employee in this Unit who is required to maintain certification as a Building Official, Plan Reviewer, or Building Inspector by the State of California as a condition of employment shall be reimbursed by the City for the cost of that certification upon presentation of a paid receipt from a Department-approved certifying organization.

Except for the Articles, Appendices, Letter of Agreement added or amended herein, all other Articles, provisions, Appendices, Letters of Intent, and Letters of Agreement of the 2019-2022 MOU No. 19 shall remain in full force and effect during the new term of June 23, 2019 through December 31, 2023, of this MOU.

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

Engineers and Architects Association:

City of Los Angeles Representatives:



Marleen Fonseca, Interim Executive Director
Engineers and Architects Association



Richard H. Lewellyn, Jr.
City Administrative Officer

4/31/2021

Date

2/1/21

Date

Approved as to Form and Legality:



Office of the City Attorney

February 1, 2021

Date

MOU 19
Appendix A
Operative on June 23, 2019

CLASS CODE	TITLE	RANGE	ANNUAL COMPENSATION				
			STARTING		MAXIMUM		
			STEP	SALARY	STEP	SALARY	
7226-0	Chief Creative Services Division	4776	1	\$ 99,722	--	15	\$ 145,784
4289-1	Chief Environmental Compliance Inspector I	4424	1	\$ 92,373	--	15	\$ 135,030
4289-2	Chief Environmental Compliance Inspector II	5208	1	\$ 108,743	--	15	\$ 159,001
4275-0	Chief Transportation Investigator	3631	1	\$ 75,815	--	15	\$ 110,851
7944-0	City Planner	4178	1	\$ 87,236	--	15	\$ 127,555
7211-0	Geographic Information Systems Chief	4449	1	\$ 92,895	--	15	\$ 135,782
7214-1	Geographic Information Systems Supervisor I	3805	1	\$ 79,448	--	15	\$ 116,155
7214-2	Geographic Information Systems Supervisor II	4120	1	\$ 86,025	--	15	\$ 125,760
7935-1	Graphics Supervisor I	3957	1	\$ 82,622	--	15	\$ 120,811
7935-2	Graphics Supervisor II	4178	1	\$ 87,236	--	15	\$ 127,555
7302-0	Hazardous Materials Program Manager	4657	1	\$ 97,238	--	15	\$ 142,192
1564-1	Improvement Assessor Supervisor I	3275	1	\$ 68,382	--	15	\$ 100,015
1564-2	Improvement Assessor Supervisor II	3946	1	\$ 82,392	--	15	\$ 120,456
1411-1	Information Systems Operations Manager I	3519	1	\$ 73,476	--	15	\$ 107,427
1411-2	Information Systems Operations Manager II	3818	1	\$ 79,719	--	15	\$ 116,573
1411-3	Information Systems Operations Manager III	4137	1	\$ 86,380	--	15	\$ 126,303
7219-0	Principal Civil Engineering Draft Technician	3255	1	\$ 67,964	--	15	\$ 99,347
7297-0	Principal Construction Inspector	4325	1	\$ 90,306	--	15	\$ 132,045
1158-1	Principal Fingerprint Identification Expert I	2782	1	\$ 58,088	--	15	\$ 84,960
1158-2	Principal Fingerprint Identification Expert II	3106	1	\$ 64,853	--	15	\$ 94,816
2203-0	Principal Forensic Print Specialist	4671	1	\$ 97,530	--	15	\$ 142,568
4226-0	Principal Inspector	4325	1	\$ 90,306	--	15	\$ 132,045
1794-0	Principal Photographer	3916	1	\$ 81,766	--	15	\$ 119,496
7947-0	Senior City Planner	4919	1	\$ 102,708	--	15	\$ 150,189
3347-0	Senior Construction Estimator	3946	1	\$ 82,392	--	15	\$ 120,456
1139-1	Senior Data Process Technician I	2561	1	\$ 53,473	--	15	\$ 78,174
1139-2	Senior Data Process Technician II	2945	1	\$ 61,491	--	15	\$ 89,867
4293-0	Senior Environmental Compliance Inspector	3500	1	\$ 73,080	--	15	\$ 106,842
3231-0	Senior Examiner of Questioned Documents	4794	1	\$ 100,098	--	15	\$ 146,347
2201-0	Senior Forensic Print Specialist	4209	1	\$ 87,883	--	15	\$ 128,516
1795-1	Senior Photographer I	3168	1	\$ 66,147	--	15	\$ 96,757
1795-2	Senior Photographer II	3345	1	\$ 69,843	--	15	\$ 102,144
1961-0	Senior Real Estate Officer	4081	1	\$ 85,211	--	15	\$ 124,611
7288-0	Senior Survey Supervisor	4980	1	\$ 103,982	--	15	\$ 152,048
2481-1	Supervising Transportation Planner I	4411	1	\$ 92,101	--	15	\$ 134,676
2481-2	Supervising Transportation Planner II	5177	1	\$ 108,095	--	15	\$ 158,082
7287-0	Survey Supervisor	4382	1	\$ 91,496	--	15	\$ 133,715

MOU 19
Appendix B
Operative on October 28, 2018

CLASS CODE	TITLE	RANGE	ANNUAL COMPENSATION				
			STARTING		MAXIMUM		
			STEP	SALARY	STEP	SALARY	
7226-0	Chief Creative Services Division	4916	1	\$ 102,646	--	15	\$ 150,001
4289-1	Chief Environmental Compliance Inspector I	4552	1	\$ 95,045	--	15	\$ 138,956
4289-2	Chief Environmental Compliance Inspector II	5360	1	\$ 111,916	--	15	\$ 163,636
4275-0	Chief Transportation Investigator	3738	1	\$ 78,049	--	15	\$ 114,088
7944-0	City Planner	4300	1	\$ 89,784	--	15	\$ 131,251
7211-0	Geographic Information Systems Chief	4579	1	\$ 95,609	--	15	\$ 139,791
7214-1	Geographic Information Systems Supervisor I	3917	1	\$ 81,786	--	15	\$ 119,538
7214-2	Geographic Information Systems Supervisor II	4240	1	\$ 88,531	--	15	\$ 129,435
7935-1	Graphics Supervisor I	4073	1	\$ 85,044	--	15	\$ 124,319
7935-2	Graphics Supervisor II	4300	1	\$ 89,784	--	15	\$ 131,251
7302-0	Hazardous Materials Program Manager	4794	1	\$ 100,098	--	15	\$ 146,347
1564-1	Improvement Assessor Supervisor I	3372	1	\$ 70,407	--	15	\$ 102,938
1564-2	Improvement Assessor Supervisor II	4062	1	\$ 84,814	--	15	\$ 123,964
1411-1	Information Systems Operations Manager I	3620	1	\$ 75,585	--	15	\$ 110,538
1411-2	Information Systems Operations Manager II	3931	1	\$ 82,079	--	15	\$ 119,955
1411-3	Information Systems Operations Manager III	4257	1	\$ 88,886	--	15	\$ 129,957
7219-0	Principal Civil Engineering Draft Technician	3348	1	\$ 69,906	--	15	\$ 102,228
7297-0	Principal Construction Inspector	4451	1	\$ 92,936	--	15	\$ 135,887
1158-1	Principal Fingerprint Identification Expert I	2864	1	\$ 59,800	--	15	\$ 87,424
1158-2	Principal Fingerprint Identification Expert II	3196	1	\$ 66,732	--	15	\$ 97,572
2203-0	Principal Forensic Print Specialist	4806	1	\$ 100,349	--	15	\$ 146,702
4226-0	Principal Inspector	4451	1	\$ 92,936	--	15	\$ 135,887
1794-0	Principal Photographer	4028	1	\$ 84,104	--	15	\$ 122,962
7947-0	Senior City Planner	5063	1	\$ 105,715	--	15	\$ 154,553
3347-0	Senior Construction Estimator	4062	1	\$ 84,814	--	15	\$ 123,964
1139-1	Senior Data Process Technician I	2635	1	\$ 55,018	--	15	\$ 80,471
1139-2	Senior Data Process Technician II	3029	1	\$ 63,245	--	15	\$ 92,477
4293-0	Senior Environmental Compliance Inspector	3602	1	\$ 75,209	--	15	\$ 109,954
3231-0	Senior Examiner of Questioned Documents	4933	1	\$ 103,001	--	15	\$ 150,607
2201-0	Senior Forensic Print Specialist	4332	1	\$ 90,452	--	15	\$ 132,233
1795-1	Senior Photographer I	3261	1	\$ 68,089	--	15	\$ 99,576
1795-2	Senior Photographer II	3443	1	\$ 71,889	--	15	\$ 105,130
1961-0	Senior Real Estate Officer	4201	1	\$ 87,716	--	15	\$ 128,224
7288-0	Senior Survey Supervisor	5125	1	\$ 107,010	--	15	\$ 156,474
2481-1	Supervising Transportation Planner I	4541	1	\$ 94,816	--	15	\$ 138,622
2481-2	Supervising Transportation Planner II	5329	1	\$ 111,269	--	15	\$ 162,676
7287-0	Survey Supervisor	4508	1	\$ 94,127	--	15	\$ 137,599

MOU 19
Appendix C
Operative on July 7, 2019

CLASS CODE	TITLE	RANGE	ANNUAL COMPENSATION				
			STARTING		MAXIMUM		
			STEP	SALARY	STEP	SALARY	
7226-0	Chief Creative Services Division	4782	2	\$ 102,604	--	12	\$ 150,001
4289-1	Chief Environmental Compliance Inspector I	4430	2	\$ 95,045	--	12	\$ 138,956
4289-2	Chief Environmental Compliance Inspector II	5218	2	\$ 111,937	--	12	\$ 163,657
4275-0	Chief Transportation Investigator	3637	2	\$ 78,028	--	12	\$ 114,088
7944-0	City Planner	4185	2	\$ 89,784	--	12	\$ 131,251
7211-0	Geographic Information Systems Chief	4457	2	\$ 95,630	--	12	\$ 139,791
7214-1	Geographic Information Systems Supervisor I	3812	2	\$ 81,786	--	12	\$ 119,558
7214-2	Geographic Information Systems Supervisor II	4126	2	\$ 88,510	--	12	\$ 129,435
7935-1	Graphics Supervisor I	3964	2	\$ 85,044	--	12	\$ 124,319
7935-2	Graphics Supervisor II	4185	2	\$ 89,784	--	12	\$ 131,251
7302-0	Hazardous Materials Program Manager	4666	2	\$ 100,098	--	12	\$ 146,347
1564-1	Improvement Assessor Supervisor I	3283	2	\$ 70,428	--	12	\$ 102,938
1564-2	Improvement Assessor Supervisor II	3952	2	\$ 84,793	--	12	\$ 123,964
1411-1	Information Systems Operations Manager I	3525	2	\$ 75,627	--	12	\$ 110,580
1411-2	Information Systems Operations Manager II	3824	2	\$ 82,037	--	12	\$ 119,955
1411-3	Information Systems Operations Manager III	4143	2	\$ 88,886	--	12	\$ 129,957
7219-0	Principal Civil Engineering Draft Technician	3258	2	\$ 69,906	--	12	\$ 102,228
7297-0	Principal Construction Inspector	4333	2	\$ 92,957	--	12	\$ 135,907
1158-1	Principal Fingerprint Identification Expert I	2788	2	\$ 59,821	--	12	\$ 87,424
1158-2	Principal Fingerprint Identification Expert II	3112	2	\$ 66,774	--	12	\$ 97,614
2203-0	Principal Forensic Print Specialist	4677	2	\$ 100,349	--	12	\$ 146,702
4226-0	Principal Inspector	4333	2	\$ 92,957	--	12	\$ 135,907
1794-0	Principal Photographer	4137	2	\$ 88,760	--	12	\$ 129,769
7947-0	Senior City Planner	4929	2	\$ 105,757	--	12	\$ 154,553
3347-0	Senior Construction Estimator	3952	2	\$ 84,793	--	12	\$ 123,964
1139-1	Senior Data Process Technician I	2566	2	\$ 55,060	--	12	\$ 80,471
1139-2	Senior Data Process Technician II	2948	2	\$ 63,245	--	12	\$ 92,477
4293-0	Senior Environmental Compliance Inspector	3506	2	\$ 75,209	--	12	\$ 109,954
3231-0	Senior Examiner of Questioned Documents	4801	2	\$ 103,001	--	12	\$ 150,607
2201-0	Senior Forensic Print Specialist	4216	2	\$ 90,452	--	12	\$ 132,253
1795-1	Senior Photographer I	3175	2	\$ 68,110	--	12	\$ 99,576
1795-2	Senior Photographer II	3352	2	\$ 71,910	--	12	\$ 105,130
1961-0	Senior Real Estate Officer	4088	2	\$ 87,696	--	12	\$ 128,224
7288-0	Senior Survey Supervisor	4988	2	\$ 107,010	--	12	\$ 156,474
2481-1	Supervising Transportation Planner I	4420	2	\$ 94,836	--	12	\$ 138,622
2481-2	Supervising Transportation Planner II	5188	2	\$ 111,311	--	12	\$ 162,676
7287-0	Survey Supervisor	4386	2	\$ 94,106	--	12	\$ 137,599

MOU 19
Appendix D
Operative on January 19, 2020

CLASS CODE	TITLE	RANGE	ANNUAL COMPENSATION					
			STARTING			MAXIMUM		
			STEP	SALARY	STEP	SALARY		
7226-0	Chief Creative Services Division	4916	2	\$ 105,464	--	12	\$ 154,136	
4289-1	Chief Environmental Compliance Inspector I	4552	2	\$ 97,655	--	12	\$ 142,777	
4289-2	Chief Environmental Compliance Inspector II	5361	2	\$ 115,007	--	12	\$ 168,167	
4275-0	Chief Transportation Investigator	4596	2	\$ 98,595	--	12	\$ 144,176	
7944-0	City Planner	4541	2	\$ 97,426	--	12	\$ 142,443	
7211-0	Geographic Information Systems Chief	4579	2	\$ 98,240	--	12	\$ 143,633	
7214-1	Geographic Information Systems Supervisor I	3918	2	\$ 84,062	--	12	\$ 122,837	
7214-2	Geographic Information Systems Supervisor II	4240	2	\$ 90,974	--	12	\$ 132,984	
7935-1	Graphics Supervisor I	4073	2	\$ 87,382	--	12	\$ 127,743	
7935-2	Graphics Supervisor II	4300	2	\$ 92,247	--	12	\$ 134,863	
7302-0	Hazardous Materials Program Manager	4794	2	\$ 102,854	--	12	\$ 150,377	
1564-1	Improvement Assessor Supervisor I	3372	2	\$ 72,349	--	12	\$ 105,778	
1564-2	Improvement Assessor Supervisor II	4062	2	\$ 87,153	--	12	\$ 127,368	
1411-1	Information Systems Operations Manager I	3622	2	\$ 77,715	--	12	\$ 113,628	
1411-2	Information Systems Operations Manager II	3931	2	\$ 84,334	--	12	\$ 123,254	
1411-3	Information Systems Operations Manager III	4257	2	\$ 91,329	--	12	\$ 133,527	
7219-0	Principal Civil Engineering Draft Technician	3348	2	\$ 71,827	--	12	\$ 105,047	
7297-0	Principal Construction Inspector	4452	2	\$ 95,505	--	12	\$ 139,645	
1158-1	Principal Fingerprint Identification Expert I	2864	2	\$ 61,449	--	12	\$ 89,825	
1158-2	Principal Fingerprint Identification Expert II	3198	2	\$ 68,611	--	12	\$ 100,328	
2203-0	Principal Forensic Print Specialist	4806	2	\$ 103,105	--	12	\$ 150,732	
4226-0	Principal Inspector	4452	2	\$ 95,505	--	12	\$ 139,645	
1794-0	Principal Photographer	4252	2	\$ 91,224	--	12	\$ 133,360	
7934-0	Senior Airport Planner	* 5577	2	\$ 119,642	--	12	\$ 174,932	
7947-0	Senior City Planner	5329	2	\$ 114,338	--	12	\$ 167,144	
3347-0	Senior Construction Estimator	4062	2	\$ 87,153	--	12	\$ 127,368	
1139-1	Senior Data Process Technician I	2635	2	\$ 56,522	--	12	\$ 82,684	
1139-2	Senior Data Process Technician II	3029	2	\$ 64,978	--	12	\$ 95,024	
4293-0	Senior Environmental Compliance Inspector	3602	2	\$ 77,276	--	12	\$ 112,981	
3231-0	Senior Examiner of Questioned Documents	4933	2	\$ 105,840	--	12	\$ 154,741	
2201-0	Senior Forensic Print Specialist	4333	2	\$ 92,957	--	12	\$ 135,907	
1795-1	Senior Photographer I	3261	2	\$ 69,968	--	12	\$ 102,312	
1795-2	Senior Photographer II	3443	2	\$ 73,873	--	12	\$ 108,012	
1961-0	Senior Real Estate Officer	4201	2	\$ 90,138	--	12	\$ 131,752	
7288-0	Senior Survey Supervisor	5125	2	\$ 109,954	--	12	\$ 160,776	
2481-1	Supervising Transportation Planner I	4541	2	\$ 97,426	--	12	\$ 142,443	
2481-2	Supervising Transportation Planner II	5329	2	\$ 114,338	--	12	\$ 167,144	
7287-0	Survey Supervisor	4508	2	\$ 96,716	--	12	\$ 141,378	

* Class accreted on January 25, 2021

MOU 19
Appendix E
Operative on June 19, 2022

CLASS CODE	TITLE	RANGE	ANNUAL COMPENSATION					
			STARTING			MAXIMUM		
			STEP	SALARY	STEP	SALARY		
7226-0	Chief Creative Services Division	5013	2	\$ 107,552	--	12	\$ 157,268	
4289-1	Chief Environmental Compliance Inspector I	4643	2	\$ 99,618	--	12	\$ 145,679	
4289-2	Chief Environmental Compliance Inspector II	5468	2	\$ 117,303	--	12	\$ 171,529	
4275-0	Chief Transportation Investigator	4689	2	\$ 100,599	--	12	\$ 147,078	
7944-0	City Planner	4631	2	\$ 99,347	--	12	\$ 145,283	
7211-0	Geographic Information Systems Chief	4672	2	\$ 100,224	--	12	\$ 146,535	
7214-1	Geographic Information Systems Supervisor I	3995	2	\$ 85,712	--	12	\$ 125,300	
7214-2	Geographic Information Systems Supervisor II	4324	2	\$ 92,769	--	12	\$ 135,657	
7935-1	Graphics Supervisor I	4154	2	\$ 89,115	--	12	\$ 130,332	
7935-2	Graphics Supervisor II	4386	2	\$ 94,106	--	12	\$ 137,599	
7302-0	Hazardous Materials Program Manager	4888	2	\$ 104,859	--	12	\$ 153,384	
1564-1	Improvement Assessor Supervisor I	3439	2	\$ 73,789	--	12	\$ 107,886	
1564-2	Improvement Assessor Supervisor II	4141	2	\$ 88,844	--	12	\$ 129,915	
1411-1	Information Systems Operations Manager I	3695	2	\$ 79,281	--	12	\$ 115,904	
1411-2	Information Systems Operations Manager II	4009	2	\$ 86,004	--	12	\$ 125,760	
1411-3	Information Systems Operations Manager III	4341	2	\$ 93,124	--	12	\$ 136,200	
7219-0	Principal Civil Engineering Draft Technician	3417	2	\$ 73,309	--	12	\$ 107,177	
7297-0	Principal Construction Inspector	4541	2	\$ 97,426	--	12	\$ 142,443	
1158-1	Principal Fingerprint Identification Expert I	2921	2	\$ 62,660	--	12	\$ 91,642	
1158-2	Principal Fingerprint Identification Expert II	3262	2	\$ 69,989	--	12	\$ 102,332	
2203-0	Principal Forensic Print Specialist	4902	2	\$ 105,172	--	12	\$ 153,802	
4226-0	Principal Inspector	4541	2	\$ 97,426	--	12	\$ 142,443	
1794-0	Principal Photographer	4337	2	\$ 93,041	--	12	\$ 136,033	
7934-0	Senior Airport Planner	5689	2	\$ 122,043	--	12	\$ 178,440	
7947-0	Senior City Planner	5435	2	\$ 116,593	--	12	\$ 170,526	
3347-0	Senior Construction Estimator	4141	2	\$ 88,844	--	12	\$ 129,915	
1139-1	Senior Data Process Technician I	2689	2	\$ 57,691	--	12	\$ 84,334	
1139-2	Senior Data Process Technician II	3090	2	\$ 66,294	--	12	\$ 96,924	
4293-0	Senior Environmental Compliance Inspector	3674	2	\$ 78,822	--	12	\$ 115,236	
3231-0	Senior Examiner of Questioned Documents	5031	2	\$ 107,928	--	12	\$ 157,831	
2201-0	Senior Forensic Print Specialist	4420	2	\$ 94,836	--	12	\$ 138,622	
1795-1	Senior Photographer I	3327	2	\$ 71,367	--	12	\$ 104,358	
1795-2	Senior Photographer II	3513	2	\$ 75,376	--	12	\$ 110,162	
1961-0	Senior Real Estate Officer	4285	2	\$ 91,934	--	12	\$ 134,383	
7288-0	Senior Survey Supervisor	5229	2	\$ 112,188	--	12	\$ 164,012	
2481-1	Supervising Transportation Planner I	4631	2	\$ 99,347	--	12	\$ 145,283	
2481-2	Supervising Transportation Planner II	5435	2	\$ 116,593	--	12	\$ 170,526	
7287-0	Survey Supervisor	4597	2	\$ 98,616	--	12	\$ 144,197	

MOU 19
Appendix F
Operative on January 29, 2023

CLASS CODE	TITLE	RANGE	ANNUAL COMPENSATION					
			STARTING			MAXIMUM		
			STEP	SALARY	STEP	SALARY		
7226-0	Chief Creative Services Division	5114	2	\$ 109,724	--	12	\$ 160,421	
4289-1	Chief Environmental Compliance Inspector I	4739	2	\$ 101,664	--	12	\$ 148,665	
4289-2	Chief Environmental Compliance Inspector II	5578	2	\$ 119,663	--	12	\$ 174,953	
4275-0	Chief Transportation Investigator	4783	2	\$ 102,625	--	12	\$ 150,022	
7944-0	City Planner	4725	2	\$ 101,372	--	12	\$ 148,206	
7211-0	Geographic Information Systems Chief	4765	2	\$ 102,228	--	12	\$ 149,500	
7214-1	Geographic Information Systems Supervisor I	4075	2	\$ 87,424	--	12	\$ 127,806	
7214-2	Geographic Information Systems Supervisor II	4411	2	\$ 94,628	--	12	\$ 138,371	
7935-1	Graphics Supervisor I	4239	2	\$ 90,953	--	12	\$ 132,942	
7935-2	Graphics Supervisor II	4475	2	\$ 96,006	--	12	\$ 140,376	
7302-0	Hazardous Materials Program Manager	4988	2	\$ 107,010	--	12	\$ 156,474	
1564-1	Improvement Assessor Supervisor I	3508	2	\$ 75,251	--	12	\$ 110,058	
1564-2	Improvement Assessor Supervisor II	4224	2	\$ 90,619	--	12	\$ 132,525	
1411-1	Information Systems Operations Manager I	3769	2	\$ 80,868	--	12	\$ 118,222	
1411-2	Information Systems Operations Manager II	4090	2	\$ 87,737	--	12	\$ 128,265	
1411-3	Information Systems Operations Manager III	4428	2	\$ 95,004	--	12	\$ 138,914	
7219-0	Principal Civil Engineering Draft Technician	3486	2	\$ 74,792	--	12	\$ 109,327	
7297-0	Principal Construction Inspector	4631	2	\$ 99,347	--	12	\$ 145,283	
1158-1	Principal Fingerprint Identification Expert I	2981	2	\$ 63,955	--	12	\$ 93,479	
1158-2	Principal Fingerprint Identification Expert II	3328	2	\$ 71,409	--	12	\$ 104,400	
2203-0	Principal Forensic Print Specialist	5002	2	\$ 107,323	--	12	\$ 156,871	
4226-0	Principal Inspector	4631	2	\$ 99,347	--	12	\$ 145,283	
1794-0	Principal Photographer	4424	2	\$ 94,920	--	12	\$ 138,747	
7934-0	Senior Airport Planner	5803	2	\$ 124,507	--	12	\$ 182,031	
7947-0	Senior City Planner	5545	2	\$ 118,953	--	12	\$ 173,930	
3347-0	Senior Construction Estimator	4224	2	\$ 90,619	--	12	\$ 132,525	
1139-1	Senior Data Process Technician I	2743	2	\$ 58,839	--	12	\$ 86,025	
1139-2	Senior Data Process Technician II	3152	2	\$ 67,630	--	12	\$ 98,887	
4293-0	Senior Environmental Compliance Inspector	3746	2	\$ 80,367	--	12	\$ 117,533	
3231-0	Senior Examiner of Questioned Documents	5133	2	\$ 110,121	--	12	\$ 160,984	
2201-0	Senior Forensic Print Specialist	4509	2	\$ 96,737	--	12	\$ 141,399	
1795-1	Senior Photographer I	3394	2	\$ 72,808	--	12	\$ 106,446	
1795-2	Senior Photographer II	3582	2	\$ 76,859	--	12	\$ 112,376	
1961-0	Senior Real Estate Officer	4369	2	\$ 93,730	--	12	\$ 137,077	
7288-0	Senior Survey Supervisor	5335	2	\$ 114,464	--	12	\$ 167,353	
2481-1	Supervising Transportation Planner I	4725	2	\$ 101,372	--	12	\$ 148,206	
2481-2	Supervising Transportation Planner II	5545	2	\$ 118,953	--	12	\$ 173,930	
7287-0	Survey Supervisor	4689	2	\$ 100,599	--	12	\$ 147,078	

MOU 19
Appendix G
Operative on June 18, 2023

CLASS CODE	TITLE	RANGE	ANNUAL COMPENSATION					
			STARTING			MAXIMUM		
			STEP	SALARY	STEP	SALARY		
7226-0	Chief Creative Services Division	5191	2	\$ 111,373	--	12	\$ 162,864	
4289-1	Chief Environmental Compliance Inspector I	4812	2	\$ 103,230	--	12	\$ 150,920	
4289-2	Chief Environmental Compliance Inspector II	5662	2	\$ 121,479	--	12	\$ 177,605	
4275-0	Chief Transportation Investigator	4854	2	\$ 104,128	--	12	\$ 152,277	
7944-0	City Planner	4796	2	\$ 102,896	--	12	\$ 150,419	
7211-0	Geographic Information Systems Chief	4837	2	\$ 103,773	--	12	\$ 151,755	
7214-1	Geographic Information Systems Supervisor I	4137	2	\$ 88,760	--	12	\$ 129,769	
7214-2	Geographic Information Systems Supervisor II	4477	2	\$ 96,048	--	12	\$ 140,438	
7935-1	Graphics Supervisor I	4303	2	\$ 92,310	--	12	\$ 134,947	
7935-2	Graphics Supervisor II	4543	2	\$ 97,467	--	12	\$ 142,485	
7302-0	Hazardous Materials Program Manager	5063	2	\$ 108,617	--	12	\$ 158,813	
1564-1	Improvement Assessor Supervisor I	3561	2	\$ 76,399	--	12	\$ 111,708	
1564-2	Improvement Assessor Supervisor II	4289	2	\$ 92,018	--	12	\$ 134,508	
1411-1	Information Systems Operations Manager I	3826	2	\$ 82,079	--	12	\$ 119,997	
1411-2	Information Systems Operations Manager II	4152	2	\$ 89,074	--	12	\$ 130,228	
1411-3	Information Systems Operations Manager III	4495	2	\$ 96,444	--	12	\$ 141,002	
7219-0	Principal Civil Engineering Draft Technician	3539	2	\$ 75,919	--	12	\$ 110,977	
7297-0	Principal Construction Inspector	4701	2	\$ 100,850	--	12	\$ 147,454	
1158-1	Principal Fingerprint Identification Expert I	3025	2	\$ 64,895	--	12	\$ 94,899	
1158-2	Principal Fingerprint Identification Expert II	3378	2	\$ 72,474	--	12	\$ 105,966	
2203-0	Principal Forensic Print Specialist	5077	2	\$ 108,930	--	12	\$ 159,251	
4226-0	Principal Inspector	4701	2	\$ 100,850	--	12	\$ 147,454	
1794-0	Principal Photographer	4490	2	\$ 96,319	--	12	\$ 140,835	
7934-0	Senior Airport Planner	5891	2	\$ 126,386	--	12	\$ 184,788	
7947-0	Senior City Planner	5628	2	\$ 120,749	--	12	\$ 176,540	
3347-0	Senior Construction Estimator	4289	2	\$ 92,018	--	12	\$ 134,508	
1139-1	Senior Data Process Technician I	2783	2	\$ 59,716	--	12	\$ 87,320	
1139-2	Senior Data Process Technician II	3200	2	\$ 68,653	--	12	\$ 100,370	
4293-0	Senior Environmental Compliance Inspector	3803	2	\$ 81,599	--	12	\$ 119,287	
3231-0	Senior Examiner of Questioned Documents	5210	2	\$ 111,770	--	12	\$ 163,406	
2201-0	Senior Forensic Print Specialist	4577	2	\$ 98,198	--	12	\$ 143,529	
1795-1	Senior Photographer I	3444	2	\$ 73,894	--	12	\$ 108,033	
1795-2	Senior Photographer II	3636	2	\$ 78,007	--	12	\$ 114,067	
1961-0	Senior Real Estate Officer	4437	2	\$ 95,191	--	12	\$ 139,144	
7288-0	Senior Survey Supervisor	5415	2	\$ 116,176	--	12	\$ 169,858	
2481-1	Supervising Transportation Planner I	4796	2	\$ 102,896	--	12	\$ 150,419	
2481-2	Supervising Transportation Planner II	5628	2	\$ 120,749	--	12	\$ 176,540	
7287-0	Survey Supervisor	4761	2	\$ 102,144	--	12	\$ 149,312	

APPENDIX I SALARY NOTES

- Note 1:** A person employed by the Harbor Department in the class of Senior Real Estate Officer, Code 1961, when regularly assigned as the assistant head of the Property Management Section shall receive a biweekly bonus of \$100.00.
- Note 2:** Employees in the class of Senior Real Estate Officer, Code 1961, 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 biweekly 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 3:** Employees in the class of Senior Forensic Print Specialist, Code 2201, who are assigned to the Police Department's Hazardous Chemical Team shall receive a daily bonus of \$100.00 for each day when required to respond to illicit drug labs or dangerous chemical calls.
- Note 4:** Persons employed by the Harbor Department (POLA) or by Los Angeles World Airports (LAWA) in the classes of Survey Supervisor, Code 7287, or Senior Survey Supervisor, Code 7288, shall receive a biweekly pension based bonus of \$250.00.
- Note 5:** Senior Environmental Compliance Inspector (Code 4290) and Chief Environmental Compliance Inspector I & II (Code 4289-1 /2) employed by the Bureau of Sanitation, and regularly assigned to the Watershed Protection Division who are designated to conduct emergency response activities related to hazardous materials/waste incidents occurring in the public right-of-way (including, but not limited to, oil spills, chemical spills, sanitary sewage spills and abandoned hazardous waste) that could potentially affect any receiving waters, or public health and safety, shall receive additional compensation when meeting the criteria identified below.
- A. Possession of a valid Hazardous Materials Technician and/or Specialist and/or Incident Commander Certificate issued by the State of California, an ECI shall receive additional pensionable compensation of \$150.00 biweekly.
 - B. Possession a valid Certificate from the State of California (as listed in A. above) AND a current POST certificate under 830.7 (J) PC (Illegal Dumping Enforcement Officer), AND passes a background check pursuant to Government Code Section 1029 and applicable sections of 1031, shall be eligible to receive additional pensionable compensation of \$150.00 biweekly for a total of \$300.

C. When possessing a valid Certificate from the State of California (as listed in A. and B. above) AND a current POST certificate issued under PC 830.7 (J) PC (Illegal Dumping Enforcement Officer), AND passes a background check pursuant to Government Code Section 1029 and applicable sections of 1031, and when regularly assigned to perform Public Right-of-Way Enforcement (LAMC 56.11), shall be eligible to receive additional pensionable compensation of \$150.00 for a total amount of \$450. (\$450 is the maximum amount payable under this provision.)

Note 6: Effective July 7, 2019, employees in the classifications of Senior Environmental Compliance Inspector, Code 4293, and Chief Environmental Compliance Inspector, Code 4289, who obtain and maintain any one of the following certifications: CWEA Environment Compliance Inspection Grade 2 or higher, SWANA Managing Leachate Recirculating and Bioreactor Landfills, SWANA Zero Waste Principles and Practices, OSHA 40 hour HAZWOPER, shall receive a biweekly pensionable bonus of \$70.00. Bonus applies to only one certification.

Note 7: Effective July 7, 2019, employees in the classifications of Senior Environmental Compliance Inspector, Code 4293, and Chief Environmental Compliance Inspector, Code 4289 in the Bureau of Sanitation regularly assigned to cleaning activities associated with homeless encampments shall receive additional pensionable compensation at two premium levels (5.5%) above the appropriate step on the salary range for the class for each day so assigned.

Note 8: Effective July 7, 2019, employees in the classification of Graphics Supervisor, Code 7935, when regularly assigned to operate CAD equipment, or are assigned to operate such equipment more than 50% of their time in anyone day, such employees shall receive \$15.00 a day for each day so assigned.

Note 9: Effective July 7, 2019, employees in the classifications of City Planner, Code 7944, and Sr. City Planner, Code 7947, who obtain and maintain valid AICP certification, shall receive a biweekly pensionable bonus of \$70.00.

Note 10: Effective July 7, 2019, employees in the classification of Principal Construction Inspector, Code 7297, shall receive, in addition to all regular and premium compensation, the following amounts for holding valid registration(s) as Deputy Building Inspectors in the categories shown below in accordance with Ordinance No. 162435. Deputy Pay Registration bonuses are per hour and pensionable.

Registration	Amount
Steel Construction	\$2.85
Masonry Construction	\$1.76
Pre-stressed Concrete	\$1.42

Registration	Amount
Concrete Construction	\$1.48
Wood Construction	\$1.67
Methane	\$1.00
Exterior Insulation and Finish System	\$1.00
Gunite/Shot-Crete	\$1.00
Seismic Torque Testing (Renamed "Drilled-In-Anchors")	\$1.00
Sprayed Fire-Resistant Materials	\$1.00
Grading	\$1.00

Note 11: Effective July 7, 2019, any Chief Transportation Investigator, Code 4275, possessing a valid and current PC 832 certificate shall receive, in addition to all other regular and premium compensation, a pensionable bonus of \$150.00 per pay period.

Any Chief Transportation Investigator, Code 4275, possessing a valid and current Level III POST certificate shall be paid an additional pensionable bonus of \$250.00 per pay period.

Note 12: Employees in the class of Principal Construction Inspector, Code 7297, when assigned to the Los Angeles World Airports shall receive a biweekly pensionable bonus of \$470.00. This bonus shall apply to no more than four persons at any one time.

Note 13: Effective July 4, 2021, notwithstanding any other provision of this MOU or the Los Angeles Administrative Code to the contrary, employees in the class of Chief Environmental Compliance Inspector I, Code 4289-1, and Chief Environmental Compliance Inspector II, Code 4289-2, shall, unless specific authority is made, receive compensated time off at the rate of time and one-half (1½) for each hour of overtime worked; where cash payment is authorized the rate of pay shall be one and one-half (1½) times the employee's regular rate of compensation.

LETTER OF AGREEMENT

2019-2023 MEMORANDUM OF UNDERSTANDING NO. 19

REVIEW OF CLASSIFICATION SPECIFICATIONS

The parties agree that the below list of civil service approved classifications are generally operating under class specifications that were written twenty to forty years ago. The duties and responsibilities have evolved and should be updated and submitted to the Civil Service Commission for approval and adoption.

The proposed schedule of responsibilities and timeframes to accomplish this task is listed herewith and agreed to by the undersigned parties.

1. Departments in conjunction with the Union (EAA), employing the below identified classifications are to review the existing class specifications and provide proposed updates in a redline format to the Personnel Department's classification division (Class) by no later than August 20, 2021.
2. Class shall further review the redline documents provided to them by Departments and, along with department concurrence shall prepare an updated class specification for submission to and approval by the Civil Service Commission by no later than January 28, 2022, for classifications notated with an asterisk(*) and by no later than April 29, 2022, for other classifications in the list.
3. After approval by the Civil Service Commission, the Personnel Department shall present the updated/revised (*) classifications for a meet and confer salary review of the new class specifications by no later than July 29, 2022, and October 28, 2022, for the others.
4. Any required MOU amendments necessary for salary/bonus adjustments shall be sent to Council prior to March 24, 2023.
5. If timelines are not met the union may bring this matter to mediation.

Specifications for the following Classifications to be reviewed and updated:

<u>Class Title</u>	<u>Class Code</u>	<u>Department</u>
Geographic Information Systems Supervisor*	7214	Multiple
Geographic Information Systems Chief*	7211	Multiple
Survey Supervisor	7287	Multiple
Sr. Environmental Compliance Inspector	4293	PW/Sanitation
Chief Environmental Compliance Inspector	4289	PW/Sanitation

LETTER OF AGREEMENT

2019-2023 MEMORANDUM OF UNDERSTANDING NO. 19

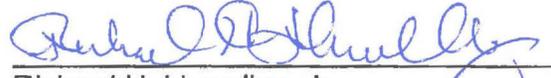
REVIEW OF CLASSIFICATION SPECIFICATIONS

FOR THE UNION:

FOR THE CITY:



Marleen Fonseca, Interim Executive Director
Engineers and Architects Association



Richard H. Llewellyn, Jr.
City Administrative Officer

4/31/2021

Date

2/1/21

Date

LETTER OF AGREEMENT

2018-2022 MEMORANDUM OF UNDERSTANDING NO. 19

PAID PARENTAL LEAVE

After City Council adoption of this MOU, the parties agree to meet and confer regarding a possible Paid Parental Leave benefit for employees in this Unit.

FOR THE UNION:



Bill Violante, Executive Director
Engineers and Architects Association

8/13/19

Date

FOR THE CITY:



Richard H. Llewellyn, Jr.
City Administrative Officer

8/14/19

Date

LETTER OF AGREEMENT

2019-2023 MEMORANDUM OF UNDERSTANDING NO. 19

BULLETIN BOARDS

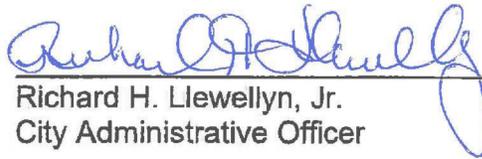
The parties agree to explore options to create digital opportunities for communicating with telecommuting or remote work employees in this Unit.

FOR THE UNION:

FOR THE CITY:



Marleen Fonseca, Interim Executive Director
Engineers and Architects Association



Richard H. Llewellyn, Jr.
City Administrative Officer

4/31/2021

Date

2/1/21

Date

LETTER OF AGREEMENT

2019-2023 MEMORANDUM OF UNDERSTANDING NO. 19

CONTRACT EXTENSION AMENDMENTS

This Letter of Agreement (LOA) is made and entered into by and between the City of Los Angeles ("City") and the Engineers and Architects Association (EAA), for Memorandum of Understanding (MOU) No.19 of the Supervisory Technical Unit (Unit). The parties agree to the following LOA provisions:

1. AMENDED MOU TERM – The term of this MOU is June 23, 2019, through December 31, 2023. Refer to Article 1.5 of this MOU for amended provision.
2. FURLOUGHS – No furloughs will be implemented during Fiscal Year 2020/2021. Further, the parties agree to meet and confer on furloughs before implementation of furloughs in any other years during the term of this MOU.
3. LAYOFFS – No layoffs will be implemented during Fiscal Year 2020/2021.
4. MAXIMUM ACCUMULATION OF OVERTIME – During the term of this MOU, the maximum accumulation of overtime is increased to 240 hours. Refer to Article 6.2 of this MOU for amended provision.
5. PERSONAL LEAVE – Additional compensatory leave time of 40 hours per calendar year provided as personal leave for eligible unit members. Refer to Article 7.9 of this MOU for new provision.
6. SALARY ADJUSTMENTS AND DEFERRALS – The amended Salary Adjustment effective dates are as follows:
 - A. The 2% salary adjustment scheduled for January 31, 2021, shall be deferred to June 19, 2022, as reflected in Appendix E.
 - B. The 2% salary adjustment scheduled for January 30, 2022, shall be deferred to January 29, 2023, as reflected in Appendix F.
 - C. The 1.5% salary adjustment scheduled for June 19, 2022, shall be deferred to June 18, 2023, as reflected in Appendix G.
 - D. Refer to Article 6.1 of this MOU for amended provision.
7. TECHNICAL CORRECTIONS – The parties agree that all resolved technical corrections and clean up language has been incorporated in this MOU.

8. UNPAID DAYS – Notwithstanding two (2) previously agreed upon unpaid days (November 3, 2020 and April 2, 2021), two (2) additional unpaid days in Fiscal Year 2020/2021 shall be taken as follows:
 - A. On Friday, February 12, 2021, all employees will take an unpaid day. In operations where minimum staffing levels must be maintained, employees will be paid for hours worked in accordance with FLSA regulations.
 - B. On Friday May 28, 2021, all employees will take an unpaid day. In operations where minimum staffing levels must be maintained, employees will be paid for hours worked in accordance with FLSA regulations.
9. SALARIES REOPENER – The parties agree to reopen negotiations to meet and confer on salaries only no earlier than January 1, 2022.
10. CLASSIFICATION ACCRETIONS – Addition of classifications accreted pursuant to the Employee Relations Board decisions and orders as follows:
 - A. Senior Airport Planner, Code 7934, accreted January 25, 2021;
 - B. Refer to Appendices D through G for amendment.
11. REVIEW OF CLASSIFICATION SPECIFICATIONS – The parties agree to extend the existing timelines to allow completion of review by the Personnel Department. Refer to Letter of Agreement for updated dates.
12. BULLETIN BOARDS – Parties agree to explore digital options. Refer to Letter of Agreement.

LETTER OF AGREEMENT

2019-2023 MEMORANDUM OF UNDERSTANDING NO. 19

CONTRACT EXTENSION AMENDMENTS

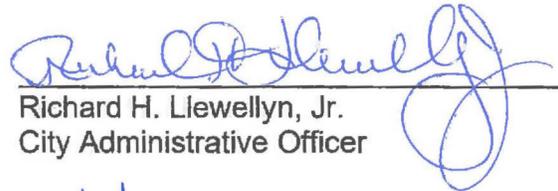
The parties to this LOA agree that if any part or provision in this LOA is in conflict or inconsistent with any of the information provided to employees in 2019-2022 MOU No. 19, said part or provision in this LOA shall govern.

FOR THE UNION:

FOR THE CITY:



Marleen Fonseca, Interim Executive Director
Engineers and Architects Association



Richard H. Llewellyn, Jr.
City Administrative Officer

4/30/2021

Date

2/1/21

Date

Approved as to Form and Liability:



Office of the City Attorney

February 1, 2021

Date