

**MEMORANDUM OF UNDERSTANDING
FOR JOINT SUBMISSION TO THE CITY COUNCIL
REGARDING THE LABORER'S INTERNATIONAL UNION OF NORTH AMERICA,
LOCAL 777 (LIUNA) SUPERVISORY BLUE COLLAR UNIT
(MOU #12)**

**THIS MEMORANDUM OF UNDERSTANDING (hereinafter "MOU") made and
entered into this 4th day of December, 2015**

BY AND BETWEEN

THE CITY OF LOS ANGELES

AND

**THE LABORER'S INTERNATIONAL UNION OF NORTH AMERICA, LOCAL 777,
AFL-CIO (hereinafter "LIUNA" or "Union")**

July 1, 2015 – June 30, 2018

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SECTION 1.0 GENERAL PROVISIONS

ARTICLE 1.1 RECOGNITION

The Los Angeles City Supervisors and Superintendents Association (LACSSA) was certified on May 27, 1977, by the Employee Relations Board as the majority representative of City employees in the Supervisory Blue Collar Unit (hereinafter referred to as "Unit"). Operative December 16, 1996, this certification was amended to reflect the affiliation of LACSSA with Local 777, Laborer's International Union of North America. Management hereby recognizes Los Angeles City Supervisors and Superintendents Association/Laborer's International Union of North America, Local 777, (hereinafter referred to as "LIUNA") as the exclusive representative of the employees in the Unit, subject to the right of an employee to represent him/herself.

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

ARTICLE 1.2 OBLIGATION TO SUPPORT

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

ARTICLE 1.3 IMPLEMENTATION OF MEMORANDUM OF UNDERSTANDING

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

- A. LIUNA has notified the City Administrative Officer in writing that it has approved this Memorandum of Understanding in its entirety, and
- B. The administrative heads of those departments, offices or bureaus represented herein have taken such actions as might be required to fully implement the provisions of this Memorandum of Understanding in its entirety in the manner required by law, and

C. The City Council has approved this Memorandum of Understanding in its entirety.

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

ARTICLE 1.4 TERM

The term of this Memorandum of Understanding shall commence on the date when the terms and conditions for its effectiveness, as set forth in Article 1.3, Implementation of Memorandum of Understanding are fully met. In no event shall this Memorandum of Understanding become effective prior to 12:01 a.m. on July 1, 2015. This Memorandum of Understanding shall expire and otherwise be fully terminated at 11:59 p.m. on June 30, 2018.

Notwithstanding the above, the provisions of this Memorandum of Understanding shall remain in effect until a successor Memorandum of Understanding is implemented or impasse proceedings are completed as long as the parties have met their obligations under the provisions of Article 1.5 "Calendar for Successor Memorandum of Understanding" and are continuing to meet and confer in good faith.

ARTICLE 1.5 CALENDAR FOR SUCCESSOR MEMORANDUM OF UNDERSTANDING

In the event that LIUNA or Management desires a successor Memorandum of Understanding said party shall serve upon the other, during the period from April 1, 2018, through April 30, 2018, its written proposal(s) for such successor Memorandum of Understanding. Meet and confer sessions shall begin no later than thirty (30) calendar days following the submission of such proposal(s).

ARTICLE 1.6 PROVISIONS OF LAW AND SEPARABILITY

It is mutually understood that this Memorandum of Understanding is subject to all applicable Federal and State laws, the City Charter, City ordinances, and any lawful rules and regulations enacted by the Civil Service Commission, Employee Relations Board, or similar independent commissions of the City. If any Article, part, or provision of this Memorandum of Understanding is in conflict or inconsistent with such applicable provisions of Federal, State, local law, or the Charter of the City of Los Angeles, or is otherwise held to be invalid or unenforceable by any court of competent jurisdiction, said Article, part, or provision shall be suspended and superseded by such applicable law, or regulations, and the remainder of this Memorandum of Understanding shall not be affected thereby.

ARTICLE 1.7 NON-DISCRIMINATION

The parties mutually reaffirm their respective policies of non-discrimination in the treatment of any employee because of race, ethnicity religion, color, sex, age, sexual orientation, disability, marital status, LIUNA activity, national origin, creed, color, gender, sexual orientation, gender identity, genetic information, age, disability, union activity, national origin, ancestry or under any applicable provisions of Federal or State laws.

In accordance with said policies, Management agrees that no employee shall be interfered with, intimidated, restrained, coerced or discriminated against because of the exercise of his/her rights granted pursuant to Section 4.857 of the Employee Relations Ordinance (ERO) and LIUNA agrees not to discriminate against an employee because of the exercise of his/her rights granted pursuant to Section 4.857 of the ERO, or with respect to admission to membership, and the rights of membership.

ARTICLE 1.8 FULL UNDERSTANDING

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

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

Notwithstanding the foregoing:

- C. No alteration, variation, waiver, modification or amendment of any of the Articles, terms or provisions requiring approval of the Council contained herein, shall in any manner be binding upon Union or Management unless and until jointly recommended in writing to the Council and approved and implemented in accordance with Article 1.3.

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

ARTICLE 1.9 NO STRIKE - NO LOCKOUT

In consideration of the mutual desire of the parties to promote and ensure harmonious relations and in consideration of this mutual pledge of accord, the City agrees that there

shall be no lockout or the equivalent of members of the Union, and the Union and its members agree that there shall be no strike or other concerted action resulting in the withholding of service by the members during the term of this MOU. Should such a strike or action by Union members occur, the Union shall immediately instruct its members to return to work. If they do not report to work immediately upon instructions of the Union, the City may take appropriate disciplinary action. The curtailing of operations by the City in whole or part for operational or economic reasons shall not be construed as a lockout.

This provision shall not detract in any way from any restrictions imposed by law on strikes and other types of work stoppages by public employees.

SECTION 2.0 UNION SECURITY

ARTICLE 2.1 UNIT INFORMATION

Management will provide the Union, within thirty (30) calendar days from the effective date of this MOU and each thirty (30) calendar days thereafter, with a list of employees in alphabetical order, their employee identification numbers, address, class titles, class codes, membership status, and work location by department, office or bureau, as well as division if such information is readily available. All information shall be provided to the Union electronically. The means of provision and the substance of the requisite information may be changed by mutual agreement.

ARTICLE 2.2 UNION SECURITY

Management will disseminate to each new employee an informational booklet, provided by the Union, which shall be approved by management prior to dissemination, and a printed card, supplied by the Union to each department, office or bureau, containing the following information only:

- A. Your classification is included in the Blue Collar Supervisor and Superintendent Representation Unit.
- B. LIUNA Local 777, located at 514 Shatto Place, Ste. 260, Los Angeles, California 90020, 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 Blue Collar Supervisor and Superintendent Representation Unit.
- C. If you want additional information, you may telephone Local 777 at (213) 380-6678 during your off-duty hours.
- D. Union Security: Any employees in this Unit who have authorized Union dues deductions 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; however, any employee in the Unit may terminate such Union dues during the thirty (30) day period commencing ninety (90) days before the expiration of the MOU by notifying the Union of their termination of Union dues deductions. Such notification shall be by certified mail and should be in the form of a letter containing the following information: employee name, employee identification number, job classification, department name, and name of Union from which dues deductions are to be cancelled. The Union will provide to the City with the appropriate documentation to process these membership dues cancellations within ten (10) business days after the close of the withdrawal period.

ARTICLE 2.3 AGENCY SHOP

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

A. DUES/FEES

- (1) Each employee in this Unit who has completed thirty (30) calendar days of City service and who is not on unpaid leave of absence, shall, as a condition of continued employment, become a member of the Union, or pay said Union a service fee in an amount not to exceed periodic dues and general assessments of the Union for the term of this MOU. However, said fee shall not be assessed in any biweekly pay period in which the affected employee does not work 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 is received by the Controller.
- (2) Notwithstanding any provisions of Article 2, Section 4.203 of the LAAC 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 Local 777 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) The CAO and the Union shall jointly notify all members of the representation unit that they are required to pay dues or a service fee as a condition of continued employment and that such amounts will be automatically deducted from their paychecks. The religious exclusion will also be explained. The cost of this communication and the responsibility for its distribution shall be borne by Management.

B. EXCEPTIONS

1. Management or Confidential Employees

The provisions of this article shall not apply to management or confidential employees. Management and confidential employees shall be as defined in Section 4.801 and designated in accordance with Section 4.830d of the Los Angeles Administrative Code.

2. Religious Objections

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

Such payments shall be made by payroll deduction as a condition of continued exemption from the requirements of financial support to the Union and as a condition of continued employment.

C. MANAGEMENT RESPONSIBILITIES

1. The Controller shall cause the amount of the dues or service fee to be deducted from twenty-four (24) biweekly payroll checks of each employee in this unit as specified by Union under the terms contained herein. "Dues," as distinct from "service fee," shall be the result of voluntary consent in the form of a payroll deduction card signed by the individual employee.

a. Remittance of the aggregate amount of all dues, fees, and other proper deductions made from the salaries of employees hereunder shall be made to the Union by the Controller within thirty (30) working days after the conclusion of the month in which said dues, fees and/or deductions were deducted.

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

2. The Controller shall also apply this provision to every permanent employee who, following the operative date of this article becomes a member of this representation unit, within sixty (60) calendar days of such reassignment or transfer. Such deduction shall be a condition of continued employment.
- 3 Management will provide the Union with the name, home address, and employee number of each permanent employee.
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 representation unit or subject to the provisions of this article.

D. UNION RESPONSIBILITIES

1. The Union shall keep an adequate itemized record of its financial transactions and shall make available annually to the City Clerk, and to all Unit employees, within sixty (60) calendar days after the end of its fiscal year, a detailed written financial report thereof in the form of a balance sheet and an operating statement, certified as to its accuracy by its president and the treasurer or corresponding principal officer, or by a certified public accountant.
2. The Union certifies to the City that it has adopted, implemented and will maintain constitutionally acceptable procedures to enable non-member agency shop service fee payers to meaningfully challenge the propriety of the uses to which service funds are put.

These procedures shall be in accordance with the decision of the United States Supreme Court in Chicago Teachers Union, Local No. 1, AFT, AFL-CIO, et al. v. Hudson, 475 U.S. 292 (1986).

3. The Union agrees to indemnify and hold harmless the City for any loss or damage arising from the operation of this article. It is also agreed that neither any employee nor the Union shall have any claim against the City for any deductions made or not made, as the case may be, unless a claim of error is made in writing to the Controller within thirty (30) calendar days after the date such deductions were or should have been made.

E. RESCISSION

The agency shop provisions herein may be rescinded in accordance with the procedures contained in Rule 12 of the Employee Relations Board adopted January 11, 1982. In the event that this article is overturned by the employees in the representation unit, all other articles of the MOU shall remain in full force and

the prior agreement, rules, regulations, and past practices relating to organizational dues deductions authorizations shall be reinstated until a successor MOU or amendment shall have been approved.

ARTICLE 2.4 BULLETIN BOARDS

Section I

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

- A. Notices of LIUNA meetings.
- B. Notices of LIUNA elections and their results.
- C. Notices of LIUNA recreational and social events.
- D. Notices of LIUNA official business.
- E. Any other written material which has received the prior approval of the Department Management Representative.

Section II

All notices or other communications shall be identified with an official stamp of LIUNA. LIUNA shall place a removal date on all notices and other communications and, if so requested by Management, submitted to the designated representative of Management for posting. The posting will occur within 24 hours of submission.

ARTICLE 2.5 WORK ACCESS

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

LIUNA shall give to all heads of departments, offices or bureaus represented herein a written list of its Staff Representatives which list shall be kept current.

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

ARTICLE 2.6 EMPLOYEE RELATIONS

Meetings at reasonable intervals will be scheduled at the request of a paid LIUNA Staff Representative or the Management Representative of a department, office, or bureau, for the purpose of informally discussing potential employer-employee relations issues.

ARTICLE 2.7 USE OF CITY FACILITIES

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

ARTICLE 2.8 LIUNA PENSION FUND

- A. The City shall contribute fifty-six dollars and eighty cents biweekly (80x \$0.71 per hour) to the LIUNA National (Industrial) Pension Fund (hereinafter "the Fund") on behalf of each unit member. The amount of contribution shall not be changed during the term of the MOU.

The City and LIUNA concur that the Fund, like the Los Angeles City Employees Retirement System (LACERS), is a defined benefit plan and that the combined plans must be tested actuarially on a periodic basis to insure that benefit limits, as prescribed in Section 415 of the Internal Revenue Code, are not exceeded for Unit employees. Accordingly, the City and LIUNA agree that in the event "415" limits ever are exceeded, the LACERS benefits will be reduced as necessary to bring the combined plans into compliance with the specified limits.

The City agrees to be bound by and comply with the Fund's Agreement and Declaration of Trust dated February, 1967, and the Standard Form of Participation Agreement to which it is signatory, and any amendments thereto; provided, however, that LIUNA, the Fund and all their members, agents, employees, representatives or other parties empowered to act on their behalf shall indemnify and hold the City harmless from any and all liability, including cost of suits and reasonable attorney fees, arising from the implementation of the provisions of this Article.

- B. Recognizing the Pension Fund Board of Trustees has adopted a Funding Rehabilitation Plan ("Plan"), dated July 26, 2010, to improve the funds funding status over a period of years as required by the Pension Protection Act of 2006 ("PPA"), the City and The Union have agreed to adopt the Plan's Preferred

Schedule. The Plan's Preferred Schedule is, hereby, incorporated by reference and made a part of the MOU as Attachment E of MOU 12.

The Preferred Schedule shall be effective January 1, 2015 in compliance with the PPA. The Pension Fund accepts the contribution rate of .71 per hour plus the 10% surcharge as satisfying the required contributions of the Preferred first year.

Effective January 1, 2016 (anniversary date), the contribution rate of .71 per hour plus 10% surcharge shall be increased to .87 per hour. On January 1 of each year (anniversary date), the contribution rate then in effect shall be increased by another 10% (rounded to the next highest penny) until the Preferred Schedule is fully implemented in accordance with Attachment E of this MOU.

In consideration thereof, the Union agrees LIUNA Local 777 Members will contribute 0.50% from 2% COLA increase slated for June 25, 2017 and 1.0% from the 2.27 wage increase associated with the new Step 12 slated for January 7, 2018. The above contributions will be made concurrent with the anniversary date.

ARTICLE 2.9 CONTRACTING OF UNIT WORK

The parties agree that during the term of this MOU the following terms and conditions shall apply to the contracting of unit work:

- A. No bargaining unit employee shall be laid off, demoted or suffer loss of pay or benefits as a result of the contracting of unit work.
- B. If any employee subject to the provisions herein is displaced as a result of contracting, he/she shall be retained in a position within a classification represented by the Union.
- C. Notwithstanding any provision of this MOU to the contrary and excluding the provisions of paragraph E-6 below, the provisions of this Article shall be subject to advisory arbitration only.
- D. In lieu of the meet-and-confer process prescribed by the Employee Relations Ordinance ("ERO"), the parties agree to meet and discuss, in accordance with the provisions outlined below, all contracts to perform unit work except for contracts required by bona fide emergencies.
- E. The parties agree that the following expedited procedure shall replace the impasse resolution provisions of the ERO for disputes arising out of the meet-and-discuss process specified above:
 - (1) The City shall provide timely notice, through the existing "clearinghouse" procedure, of proposed contracts to perform unit work. In addition, the City

shall provide the Union a list of individuals responsible for coordinating contracting information in each department.

- (2) The Union may request to meet and discuss such proposed contracts within fifteen (15) calendar days following notice as indicated in (1) above. Failure by the Union to request such meeting(s) within the prescribed fifteen (15) calendar days shall constitute a waiver of the Union's right to continue this process.
- (3) Meeting(s), if requested, shall begin within five (5) working days following notice to the City by the Union of its desire to discuss the proposed contract(s).
- (4) If the parties cannot reach agreement through the meet-and-discuss process, the Union may request expedited advisory arbitration within five (5) working days following the last meet-and-discuss session. Failure by the Union to request arbitration within the specified five days shall constitute a waiver of the Union's right to continue in this process. The parties will attempt to establish a mutually agreeable, expedited process for selecting arbitrators. Absent any such agreement, arbitrators will be selected in accordance with Rules 11.03 and 11.04 of the ERB.
- (5) The parties agree that for contracts with a value of less than \$1 million, the hearing and issuance of the advisory decision by the arbitrator shall be concluded within thirty (30) calendar days following the request for arbitration; and within ninety (90) calendar days for contracts of \$1 million or more.
- (6) The arbitrator's advisory decision and recommendation shall be transmitted to the appropriate determining body simultaneously with the proposed contract.
- (7) The time limits in this process may be extended only by the mutual, written agreement of the parties.
- (8) The expedited arbitration process herein shall be informal. Court reporters shall not be used; rules of evidence shall be informal; the production of witnesses and documentary evidence shall be at the discretion of each party; the arbitrator's notes, exhibits (if any), and the written advisory decision and recommendation shall constitute the record of the proceedings; post hearing briefs shall not be required or submitted.
- (9) Arbitration fees shall be shared equally by the Union and the City.

F.

- (1) Disputes over the practical consequences of the contracting of Unit work, other than those occurring under paragraphs 4 and 5 above, shall be resolved in accordance with the provisions of Article 3.1, Grievance Procedure of the MOU, and shall not delay the implementation of the contract if all other provisions of this Article have been met.
- (2) The parties agree that the review of "practical consequence" grievances shall begin with the first formal level of review of the grievance procedure and that said grievances shall be subject to advisory arbitration, except as provided in the Arbitration step of the Grievance Procedure.

ARTICLE 2.10 UNION RELEASE TIME

A. Release Time for Union Board Member

One bargaining unit member elected to the Local 777 Executive Board shall be released for one day each month without suffering loss of seniority or any other benefit to attend the monthly Local 777 Executive Board meeting. This provision shall be limited to one member represented by the Union. The City shall be notified in writing of the qualified elected unit member following each election. The Union agrees to reimburse the City for the salary of the unit member released under this provision.

B. Release Time – One-Year

The appointing authority may grant to elected officers or appointed representatives of the Union time off for employee organization representation activities. No more than one employee in a department or Bureau of the Department of Public Works with a total of no more than one employee for LIUNA/MOU 12 shall be allowed release time under this Article.

1. The Union shall submit a written request for release of an employee to that employee's Department Management, which shall include a list of all employees currently on release time for this Unit. Such request shall be submitted at least 21 calendar days prior to the effective release date, specifying the starting and ending dates of release. The Union shall provide a copy of said request to the City Administrative Officer. The employee shall fill out any necessary paperwork required by Management for his/her release.
2. Whenever operationally feasible, the Department shall grant the time off request. When it is not possible to immediately grant the request, the Department shall provide an explanation in writing and specify a date when the employee can be released.

3. Release time shall be granted for a maximum of one year in any three-year period unless additional release time is approved by the CAO and the affected departments.
4. Employees shall be paid the employee's current salary by the City while the employee is performing these duties for the Union.
5. 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.
6. The Union shall reimburse the City for all 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 cost shall be based on the benefits rates established by the City Administrative Officer as contained in the City Budget in effect during the period of release time, and the cost of other benefits approved by the Joint Labor Management Benefits Committee that become effective during this period.
7. Payment of any overtime worked while on release time shall be the responsibility of the Union.
8. The City Administrative Officer shall bill the Union and Union shall make payments to the City Administrative Officer of all reimbursable costs identified in Section 5 above.
9. An employee on release time shall submit weekly timesheets signed by the employee and the Union (General Manager or his/her designee) to their respective Personnel Director specifying the number of hours worked and use of any sick leave, vacation time or compensated time off.
10. Should an employee incur a work-related injury while on release time, he/she shall remain on release time with the Union during the period of injury-on duty (IOD), or until the release time has ended, and shall continue to be counted in determining the employee maximum, as provided for above. The Union will reimburse the City for all IOD and Workers' Compensation related costs.
11. When the employee returns from release time, he/she shall return to his/her civil service classification and pay grade at the time of release.
12. The employee must have passed probation in his/her current class to be eligible for release time.

13. The Union 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 Union.

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

ARTICLE 2.11 POLITICAL ACTION COMMITTEE

The Controller shall deduct one dollar (\$1.00) per pay period from the salary paid to each Union member, identified on a list prepared and submitted by the Union, as a contribution to the Local 777 Political Action Committee ("777PAC"). Such contribution is to be deducted from twenty-four (24) bi-weekly payroll checks annually. Remittance of the amount of the 777PAC deductions shall be sent to the Union by the Controller within thirty (30) working days after the end of the month in which such deductions are made. Neither an employee nor the Union shall have any claim against the City for a 777 PAC deduction made or not made, as the case may be, unless a claim of error is presented to the Controller in writing within 30 calendar days after the date such deduction was or should have been made.

ARTICLE 2.12 UNION-SPONSORED EDUCATIONAL DEVELOPMENT

LIUNA may submit a request in writing to an appointing authority to release on paid leave an employee or employees it has designated to attend Union-sponsored training and development. When such leave is approved by an appointing authority, the designated employee(s) shall be released without loss of seniority. Employees approved for leave under this Article shall be granted paid time off, not to exceed the number of hours allocated to employees' departments or bureaus over the term of this MOU, as listed below. Under no circumstance shall any one employee be granted paid time off under this Article that exceeds a total of 40 hours in a fiscal year.

<u>Department</u>	<u>Number of Hours of Paid Leave</u>
Airports	210
Animal Services	60
El Pueblo	10
Fire	80
General Services	297
Harbor	11
Information Technology Agency	5
Library	30
Police	330
Public Works – Sanitation	200
Public Works – Street Services	357
Recreation and Parks	130

Transportation		220
Zoo		<u>30</u>
	Total	1970hours

The Union shall submit its written request to the appropriate appointing authority for employee leave under this Article not less than 30 calendar days in advance of the scheduled training. Management shall notify the Union of its decision within 14 calendar days, or as soon as practical.

Upon receipt of a request for Union-sponsored educational development, department/bureau Management will make a good faith effort to accommodate such request. However, any Management determination or decision pertaining to this Article shall not be subject to the grievance procedure under Article 4.2 of this MOU.

ARTICLE 2.13 ACTIONS BY EMPLOYEE RELATIONS BOARD (ERB)

Should any action(s) by the 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 to ensure that the interests of the employees are protected.

SECTION 3.0 ON THE JOB

ARTICLE 3.1 EMPLOYMENT OPPORTUNITIES

- A. The Personnel Department will provide to the Union copies of all job bulletins. Tentative examination bulletins approved by the Personnel Department will be provided to the Union seven (7) calendar days prior to the date of the public posting of the final bulletin for the examination.
- B. Employees shall be granted reasonable time off with pay for the purpose of taking oral promotional examinations when such examinations are given by the City and scheduled during the employee's normal working period; however, each employee entitled to such time off with pay shall give reasonable advance notice to his/her supervisor. Such time off with pay shall include travel time.
- C. Management agrees that any employee covered by this MOU who may be assigned to work on a day that a written promotional examination is administered by the Personnel Department, and for which an employee has applied, shall be given priority in the scheduling of days off for that day.

ARTICLE 3.2 PERSONNEL FOLDERS

General Provision

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

No evaluatory or disciplinary document shall be placed in an employee's official departmental personnel file(s) without providing said employee with a copy.

A Notice to Correct Deficiencies may be removed from an employee's Division Folder at the written request of the employee if there have been no subsequent incidents resulting in written reprimands or other corrective action for a period of three (3) years following the date the subject notice was issued. Notices so removed shall be filed in the Personal History Packets in the Personnel Division.

LAPD: Notices to Correct Deficiencies

It is mutually agreed that in the Los Angeles Police Department a "Notice to Correct Deficiencies" is not considered a disciplinary document and shall not be placed in an employee's departmental personnel folder. Notices to Correct Deficiencies shall be filed in divisional employee folders at the division of assignment.

Notices to Correct Deficiencies in Personal History Packets shall not be available to oral boards or reviewable for advancement or promotional purposes.

At the discretion of the concerned commanding officer, the subject of a Notice to Correct Deficiencies may be discussed in the narrative portion of a Performance Evaluation Report covering the period during which the Notice was issued. However, if the Notice to Correct Deficiencies was issued just prior to the end of the evaluation period, comments regarding the Notice may only be included in the subsequent period. Any such commentary in an evaluation report also shall make note of any improvement the employee may have made regarding the area of deficiency.

It is further mutually agreed that disputes or disagreements regarding the interpretation or application of this provision shall not be subject to the grievance procedure.

ARTICLE 3.3 SAFETY

Section I

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

Employees in the class of Principal Detention Officer may, at their option, request approved protective body armor to be used when performing uniformed field assignment. Any such employee who exercises this option, and actually is issued the subject body armor, shall be required to wear the armor at all times while engaged in the field assignment.

Section II

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

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

Section III

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

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

ARTICLE 3.4 NOTICE OF CHANGES IN WORK RULES

Whenever written departmental work rules are established or changes made in existing written department work rules affecting conditions of employment, Management shall give LIUNA an opportunity to meet with Management prior to placing the new rules or changes in such existing rules into effect.

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

LIUNA agrees to notify Management promptly of its intent to exercise its right of consultation granted under this Article.

ARTICLE 3.5 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 date 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 five/forty, four/ten, nine/eighty, or other work schedule. Management shall have the right to refuse an employee's request to work a four/ten, nine/eighty, or other modified work schedule, and to require the reversion to a five/forty work schedule, provided that the exercise of such right is not arbitrary, capricious or discriminatory. The parties further agree that Management may require employees to change their work schedules (working days or change days off, except the split day) within the same FLSA workweek.

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

ARTICLE 3.6 REST PERIOD

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

Management reserves the right to suspend the rest period or any portion thereof during an emergency. Any rest period so suspended or not taken at the time permitted shall neither be accumulated nor carried over from one day to any subsequent day, or compensated for in any form.

SECTION 4.0 GRIEVANCES

ARTICLE 4.1 UNION STEWARDS

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

The grievant and his/her representative may have a reasonable amount of paid time off for this purpose. However, said representative will receive paid time off only if he/she is a member of LIUNA.

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

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

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

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

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

Effective March 1, 2008 Certified Stewards shall be authorized to spend up to one (1) hour of City time to investigate each dispute raised under Article 4.2 of this MOU.

ARTICLE 4.2 GRIEVANCE PROCEDURE

STATEMENT OF INTENT

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

DEFINITION

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

- A. An impasse in meeting and conferring upon the terms of a proposed Memorandum of Understanding.
- B. Any matter for which an administrative remedy is provided before the Civil Service Commission.
- C. Any issue that the parties agree to refer to another administrative resolution process.

GENERAL PROVISIONS

A. BINDING ELECTION OF PROCEDURE

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

B. GRIEVANCE PROCESS RIGHTS

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

C. TIME, TIME LIMITS AND WAIVERS

“Business days” shall be defined as Monday thru Friday, exclusive of City Holidays, as enumerated in Article 5.12 of this MOU.

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

D. MEDIATION

- (1) At any step following the Informal Discussion in the grievance process, the Union or Management may request mediation, by letter to the department’s personnel officer. Within ten (10) business days of receipt of a request for mediation, the receiving party shall either return the request without action or request that the Employee Relations Board appoint a mediator. The Employee Relations Board shall attempt to obtain the services of a mediator from the State Mediation and Conciliation Service. If a State mediator is unavailable, Union and Management may jointly agree to a mediator selected by the Executive Director of the Employee Relations Board. The fees of such mediator shall be shared equally by Union and Management.
- (2) 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.
- (3) 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.
- (4) Notwithstanding the above, and Section 4.865 of the Employee Relations Ordinance, the parties may mutually agree to accept the opinion of the mediator as binding.
- (5) If mediation does not resolve the issue, the grievant has ten (10) business days to file an appeal to the next level in the procedure.

E. EXPEDITED ISSUES

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

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

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

GRIEVANCE PROCESS

STEP 1 - ISSUE IDENTIFICATION AND INFORMAL DISCUSSION

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

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

STEP 2 – GRIEVANCE INITIATION (FORMAL)

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

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

(10) business days of meeting with the employee. Failure of management to respond within the time limit shall entitle the grievant to process the grievance to the next step.

STEP 3 – GRIEVANCE APPEAL

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

Los Angeles Police Department only:

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

STEP 4 - ARBITRATION

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

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

Arbitration of a grievance hereunder shall be limited to the formal grievance as originally filed by the employee to the extent that said grievance has not been satisfactorily

resolved. The proceedings shall be conducted in accordance with applicable rules and procedures adopted or specified by the Employee Relations Board, unless the parties hereto agree to other rules or procedures for the conduct of such arbitration. The fees and expenses of the arbitrator shall be shared equally by the parties involved, it being mutually understood that all other expenses including, but not limited to, fees for witnesses, transcripts, and similar costs incurred by the parties during such arbitration, will be the responsibility of the individual party incurring same.

- A. The decision of an arbitrator resulting from any arbitration of grievances hereunder shall not add to, subtract from, or otherwise modify the terms and conditions of this Memorandum of Understanding.

PROCEDURE FOR GRIEVANCES AFFECTING A GROUP OF EMPLOYEES

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

PROCEDURE:

STEP 1 – GROUP GRIEVANCE INITIATION (FORMAL)

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

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

Los Angeles Police Department only:

If the grievance is not resolved at Step 1, or the Chief of Police, or designee, fails to respond within the time limit, the union may process the grievance to the next level. The union may serve written notice of the grievance to the Police Commission, or designee, within ten (10) business days following (a) receipt of the written response at Step 1, or

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

STEP 2 – GROUP GRIEVANCE APPEAL

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

SECTION 5.0 BENEFITS

ARTICLE 5.1 SICK LEAVE ALLOWANCE

Management's practices with regard to allowances for sick leave will continue during the term of this Memorandum of Understanding except as modified below. Such practices shall be in accordance with Section 4.126, 4.126.2, and 4.128 of the Los Angeles Administrative Code (LAAC). Employees in this unit will not normally be required to submit a doctor's certificate to justify a claim for sick leave benefits unless there is reason to believe that such privilege is being abused. Reason(s) for requiring a doctor's certificate shall be: (a) any illness which exceeds three (3) consecutive regularly assigned working days; or (b) management believes that based on an employee's attendance record that said employee has been malingering, or has engaged in a job action.

Notwithstanding the above, any action by Management based on Section (b) above that requires an employee to submit a doctor's certificate each time he/she has been absent shall not be grievable.

ARTICLE 5.2 FAMILY ILLNESS

A. FAMILY ILLNESS

- (1) Management's present practices of allowances for leave for family illness will be continued during the term of this MOU. Effective January 1, 2016, the aggregate number of working days allowed in any one calendar year with full pay shall not exceed fifteen (15) days. Such practice of allowance for leave of illness in family shall be in accordance with LAAC Section 4.127. Upon the adoption of a child, an employee will be permitted to use fifteen (15) days of family illness sick leave.
- (2) The definition of "immediate family" shall include: the father, father-in-law, mother, mother-in-law, brother, sister, spouse, child, foster child, grandparents, grandchildren, step-parents, step-children of any employee of the City, great-grandparents, great-grandchildren, the domestic partner of the employee, a

household member (any person residing in the immediate household of the employee at the time of the illness of injury) and the following relatives of an employee's domestic partner: child, grandchild, mother, father.

- (3) Any 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.

*Notwithstanding the provisions of LAAC Section 4.127, employees who are not otherwise subject to attendance monitoring shall not be required to submit a doctor's note for the first day's usage of family illness or for the use of one day of family illness.

ARTICLE 5.3 BEREAVEMENT LEAVE

Management's present practices with regard to allowances for leave because of a death of a member of an employee's immediate family will be continued during the term of this Memorandum of Understanding. In accordance with Section 4.127.1 of the LAAC, "immediate family" shall include the father, father-in-law, mother, mother-in-law, brother, sister, spouse, child, grandparents, great-grandparents, grandchildren, great-grandchildren, step-parents, step-children, foster parents, foster children, a domestic partner, any relative who resided in the employee's household, a household member (any person residing in the immediate household of the employee at the time of death), and the following relatives of an employee's domestic partner: child, grandchild, mother, father. Such practices of allowances for leave because of family deaths shall be administered in accordance with Section 4.127.1 of the LAAC.

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.

Members of this Unit shall be entitled to use the bereavement leave granted under this Article (or the sick leave used for purposes of bereavement leave as described in this Article), up until 370 calendar days from the date of the death of the qualifying immediate family member. Bereavement leave days not used prior to 370 calendar days from the date of said death shall be deemed waived and lost.

ARTICLE 5.4 MILITARY LEAVE

Management's present practices with regard to military leave with pay will be continued during the term of this Memorandum of Understanding. Such practices shall be in accordance with Section 4.123 of the LAAC.

Vacation Accrual during Active Military Service – Cash Out of Accrued Vacation at Commencement of Leave:

Unit members called into active military service (other than temporary military leave) 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. In order to avoid reaching maximum accrual during an extended leave, employees may request cash payment of accrued but unused vacation time as of the date of the commencement of their military leave. Such request may be for all accrued time or a portion of their accrued time. The request for any cash payment must be made prior to the employee's first day of his/her leave of absence and verified by military orders or other evidence of call-up into the armed forces of the United States.

ARTICLE 5.5 VACATIONS

Each employee in this unit who has completed his/her 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 Section 4.246 of the LAAC:

Years of Service Completed	Number of Vacation Days	Monthly Accrual Rates Hours/Month
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

ARTICLE 5.6 VACATION SCHEDULES

Vacations will be scheduled as far in advance as possible. Consideration shall be given to the efficient operation of the department, office or bureau, the desires of the employees, and seniority in grade of the employees represented herein.

ARTICLE 5.7 HEALTH/DENTAL AND FLEX BENEFITS PROGRAM

During the term of this MOU, the City will provide benefits in accordance with the Civilian Modified Flexible Benefits Program (Flex Program) and any modifications thereto 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.

Health and Wellness Bonus

Effective December 25, 2016, employees who are eligible for and participate in the Flex Program shall receive a non-pensionable biweekly health and wellness bonus of 1.5% of base salary.

Health and Wellness Contribution

Effective December 25, 2016, employees who are eligible for and participate in the Flex Program, without regard to whether an employee opts out of medical coverage, shall make a pre-tax contribution equal to 1.5% of base salary to cover the cost of health care.

A. 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 LAAC Section 4.303.

Effective January 1, 2015, 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,

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

Management agrees to contribute for each half-time employee, as defined by LAAC Section 4.110, who became a member of LACERS after July 24, 1989, and for each employee who transfers from full-time to half-time status after July 24, 1989, a monthly subsidy not to exceed the Kaiser employee-only rate, toward the cost of his/her Flex Program medical plan. Half-time employees who, prior to July 24, 1989, 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.

Any employee who was receiving a full health subsidy as of July 24, 1989, 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.

Full-time employees who work a temporary reduced schedule under the provisions of Article 51 Family and Medical Leave, shall continue to receive the same subsidy as full-time employees and will be subject to any adjustments applied to that subsidy as provided in this Article as well as the required Health and Wellness bonus and contribution toward the cost of health care as described in this Article.

Further, any half-time employee receiving either a full or partial subsidy in accordance with this Article who, subsequent to July 24, 1989, becomes an intermittent employee shall not be eligible for such subsidy, notwithstanding his/her status as a member of LACERS.

During the term of this MOU, the JLMBC will review all rate changes and their impact on the Health Plans.

B. Section II - Dental Plans

The dental plans offered and benefits provided by those plans shall be those approved by the JLMBC and administered by the Personnel Department in accordance with LAAC Section 4.303.

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

For each half-time employee, as defined in 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 24, 1989, 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 24, 1989, were receiving the full employee-only subsidy shall continue to receive the full employee-only subsidy.

Any employee who was receiving a full employee-only dental subsidy as of July 24, 1989, 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 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.

Further, any half-time employee receiving either a full or partial subsidy in accordance with this Article who, subsequent to July 24, 1989, becomes an intermittent employee shall not be eligible for such subsidy, notwithstanding his/her status as a member of LACERS.

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

C. Section III - Definition of Dependent

The definition of a dependent shall include the domestic partner of an employee and the dependents of such domestic partner. Any employee claiming a domestic partner and/or the dependents of such domestic partner for purposes of this Article shall 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.

D. Section IV - General Provisions

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

E. Section V - Subsidy During Family or Medical Leave

For employees who are on Family or Medical Leave under the provisions of Article 51 of this MOU, 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 51 herein. However, for any unpaid portion of Family or Medical Leave, health and/or dental plan subsidies shall be continued for a maximum of nine (9) pay periods, except while an employee is on a Pregnancy Disability Leave absence (up to 4 months), Management shall continue the City's subsidy for her pregnancy health coverage (medical plan subsidy) in compliance with the provisions of SB 299 and AB 592 enacted in 2011.

F. Section VI - Benefit Protection Plan

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

ARTICLE 5.8 FAMILY AND MEDICAL LEAVE

I. AUTHORIZATION FOR LEAVE

- A. During the term of this MOU, up to four (4) months (nine [9] pay periods [720 hours]) of family or medical leave shall be provided for the purpose of childbirth, adoption, foster care of a child, or serious health condition of an immediate family member (as defined in Article 6.6, Employee Benefits, Family Illness), 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.

- B. An employee may take leave under the provisions of this Article if he/she has a serious health condition that makes him/her unable to perform the functions of his/her position.
- C. Leave under the provisions of this Article shall be limited to four (4) months (nine [9] pay periods [720 hours]) during a twelve (12) month period, regardless of the number of incidents. A 12-month period shall begin on the first day of leave for each individual taking such leave. The succeeding 12-month period will begin the first day of leave taken under the provisions of this Article after completion of the previous 12-month period.
- D. **Exception:** Under the provisions of this Article, a pregnant employee may be eligible for up to four (4) months (nine [9] pay periods [720 hours]) for childbirth disability and up to an additional four (4) months (nine [9] pay periods [720 hours]) for purposes of bonding. (See Section IV of this Article.)

II. DEFINITIONS

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

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

III. ELIGIBILITY

- A. The provisions of this Article shall apply to all employees in this Unit in all City departments who have been employed by the City for at least 12 months and who have worked 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 six (6) weeks (three (3) pay periods) of leave if not disabled due to pregnancy and up to four (4) months (nine (9) pay periods [720 hours]) of leave if disabled due to pregnancy.

- B. (1) Parents (including those who are domestic partners) who both work for the City may take leave under the provisions of this Article at the same time to care for a new child by birth or adoption, or foster care of a child. However, the aggregate period of time to which both are entitled is limited to the time allowed for only one employee.
- (2) 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.
- (3) Each employee must notify his/her employing department at the time the leave is requested of the name and department of the second family member who is requesting leave for the same incident. Such notification must include the starting and ending dates of the time period for which each employee is requesting leave.
- (4) The time limitation described above does not apply to leave taken by one spouse or one domestic partner to care for the other who is seriously ill, or to care for a child with a serious health condition.

IV. CONDITIONS

A. Pregnancy

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

- (2) In accordance with Pregnancy Disability Leave (“PDL”) under the FEHA, pregnant employees who are disabled due to pregnancy, childbirth, or related medical conditions are eligible for up to four (4) months (nine [9] pay periods [720 hours]) of leave with medical certification certifying the employee as unable to work due to a pregnancy-related condition. PDL under the FEHA may be taken before or after the birth of the child, and shall run concurrently with pregnancy leave under the federal Family and Medical Leave Act of 1993, which must be concluded within one (1) year of the child’s birth.
 - (3) Employees (either parent) are also eligible for family leave (“bonding”) under the California Family Rights Act, which shall be limited to four (4) months (nine [9] pay periods [720 hours]) and must be concluded within one (1) 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 IV.B “Adoption.” (The administration of such leave shall be in accordance with Sections III.B. and IV.F of this Article.)
- B. **Adoption** - The start of a family leave for adoption shall begin on a date reasonably close to the date the child is placed in the custody of the employee. Leave for adoption or foster care of a child may also be granted prior to placement if an absence from work is required.
- C. **Family Illness** - The start of a family leave for a serious health condition of a family member shall begin on the date requested by the employee or designated by Management.
- D. **Employee’s Own Illness** - The start of a leave for the employee’s own serious health condition shall begin on the date requested by the employee or designated by Management.
- E. **Serious Health Condition** is defined as an illness, injury, impairment, or physical or mental condition that involves:
- (1) Any period of incapacity or treatment connected with inpatient care in a hospital, hospice, or residential medical care facility; or
 - (2) A period of incapacity requiring an absence of greater than three calendar days involving continuing treatment by or under the supervision of a health care provider; or

- (3) Any period of incapacity (or treatment therefore) due to a chronic serious health condition; or
- (4) A period of incapacity that is permanent or long-term due to a condition for which treatment may not be effective; or
- (5) Any absences to receive multiple treatments (including any period of recovery therefrom) by, or on referral by, a health care provider for a condition that likely would result in incapacity or more than three (3) consecutive days if left untreated; or
- (6) Any period of incapacity due to pregnancy or for prenatal care.

F. **Continuous, Intermittent, and Reduced Work Schedule Leave** - All leave granted under this Article shall normally be for a continuous period of time for each incident.

- (1) An employee shall be permitted to take intermittent leave or work on a reduced schedule to take care of a family member with a serious health condition or for his/her own serious health condition when it is medically necessary. Management may require the employee to transfer temporarily to an available alternative position with equivalent compensation for which the employee is qualified that accommodates recurring periods of leave better than the employee's regular position. Employees who elect a part-time schedule shall receive prorated compensated time off benefits in accordance with LAAC Section 4.110 during the duration of their part-time schedule.
- (2) In accordance with the California Family Rights Act, 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 the California Family Rights Act, the basic minimum duration of bonding leave is two (2) weeks, and on any two (2) occasions an employee is entitled to such bonding leave for a time period of not less than one (1) day but less than two (2) 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 (1) year of the birth or placement of the child.

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

- H. A personal leave beyond the four (4) month (nine [9] pay periods [720 hours]) leave provided in this Article may be requested, subject to the approval of the appointing authority and, if required, the Personnel Department, as provided under other City leave provisions.
- I. An employee receiving temporary workers' compensation benefits (either IOD or the rate provided in Division IV of the California Labor Code) who meets the eligibility requirements in III.A. of this Article shall automatically be considered to be on family or medical leave, effective the first day of the employee's absence.
- J. Management has the right to verify the certification of a serious health condition by a health care provider for a leave under the provisions of this Article. Management shall allow the employee at least fifteen (15) calendar days to obtain the medical certification.
- K. Upon return from family or medical leave, an employee shall be returned to his/her original job or to an equivalent job.

V. NOTICE REQUIREMENTS

A. Employee

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

B. Management

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

VI. APPLICABLE TIME OFF

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

A. Childbirth (Mother)

- (1) Accrued sick leave (100% and 75%) or vacation for the entire period of disability that a health care provider certifies is necessary (including prenatal care or the mother's inability to work prior to the birth), may be taken at the employee's discretion.
- (2) For the non-disability portion of childbirth leave (before delivery or after bonding), accrued vacation available at the start of the leave shall be used prior to the use of time under 3, 4, 5 and 6 below.
- (3) Accrued 100% sick leave. The use of sick leave under this subsection is at the employee's discretion.
- (4) Accrued 75% sick leave, following use of all 100% sick leave. The use of sick leave under this subsection is at the employee's discretion.
- (5) Unpaid leave.
- (6) Accrued compensatory time off may be used at the employee's discretion, with management approval, after exhaustion of 100% sick leave (No. 3 above). However, FLSA compensatory time off shall not be counted against the employee's four-month (nine [9] pay periods [720 hours]) family or medical leave entitlement. Therefore, any use of FLSA compensatory time off under this Section shall extend the employee's family or medical leave by the total amount of FLSA compensatory time off used.

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

- (1) Annual family illness sick leave up to fifteen (15) days may be used at the employee's discretion. Such leave may be taken before or after the vacation described in 2 below.
- (2) Accrued vacation available at the start of the leave shall be taken. Such time must be used prior to the use of time under 3, 4, 5 and 6 below.
- (3) Accrued 100% sick leave. The use of sick leave under this subsection is at the employee's discretion.

- (4) Accrued 75% sick leave, following use of all 100% sick leave. The use of sick leave under this subsection is at the employee's discretion.
- (5) Unpaid leave.
- (6) Accrued compensatory time off may be used at the employee's discretion, with management approval, after exhaustion of 100% sick leave (No. 3 above). However, FLSA compensatory time off shall not be counted against the employee's four-month (nine [9] pay periods [720 hours]) family or medical leave entitlement. Therefore, any use of FLSA compensatory time off under this Section shall extend the employee's family or medical leave by the total amount of FLSA compensatory time off used.

C. Personal Medical Leave

- (1) Accrued 100% sick leave may be used at the employee's discretion. Such leave may be taken before or after the vacation described in No. 3 below.
- (2) Accrued 75% sick leave may be used following use of all 100% sick leave at the employee's discretion. Such leave may be taken before or after the vacation described in No. 3 below.
- (3) Accrued vacation time.
- (4) Unpaid leave.
- (5) Accrued compensatory time off may be used at the employee's discretion, with management approval, after exhaustion of 100% sick leave (No. 1 above). However, FLSA compensatory time off shall not be counted against the employee's four-month (nine [9] pay periods [720 hours]) family or medical leave entitlement. Therefore, any use of FLSA compensatory time off under this Section shall extend the employee's family or medical leave by the total amount of FLSA compensatory time off used.

VII. SICK LEAVE RATE OF PAY

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

VIII. MONITORING

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

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

ARTICLE 5.9 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.

During the term of this MOU Management agrees to continue providing Workers' Compensation benefits in accordance with Section 4.104 of the Los Angeles Administrative Code, except that salary continuation payments during absences for temporary disabilities arising from job-related injuries or illnesses 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.

The City agrees to expansion of the Alternative Dispute Resolution (ADR) program currently in place for four bargaining units represented by SEIU 721 to all bargaining units represented by the Coalition. Agreements will be executed between the individual unions and the Personnel Department

ARTICLE 5.10 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 the Early Retirement Incentive Program (ERIP) agreement dated October 26, 2009, 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 the date of adoption of the Ordinance implementing LACERS Tier 3, the retirement formula for LACERS Tier 3

and a flat-rated employee retirement contribution of seven percent (7%) 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 5.11 UNION SPONSORED, SUPPLEMENTAL INSURANCE

Each employee in the unit will be enrolled in supplemental insurance programs designated by LIUNA.

Operative July 1, 2007, the City will forward for each employee in the Unit who is a member of the LACERS on paid status, eleven dollars and twenty cents (\$11.20) biweekly to LIUNA for distribution, by the union, to designated carriers in the necessary amounts to cover enrollment in these programs.

LIUNA agrees to indemnify and hold harmless the City against all claims, including costs of suits and reasonable attorney fees and/or other forms of liability arising from the implementation of the provisions of this Article.

ARTICLE 5.12 HOLIDAYS AND HOLIDAY PAY

The following days shall be treated as holidays:

1. New Year's Day (January 1)
 2. Martin Luther King's Birthday (the third Monday in January)
 3. Presidents' Day (the third Monday in February)
 4. Cesar E. Chavez' Birthday (the last Monday in March)
 5. Memorial Day (the last Monday in May)
 6. Independence Day (July 4)
 7. Labor Day (the first Monday in September)
 8. Columbus Day (the second Monday in October)
 9. Veterans Day (November 11)
 10. Thanksgiving Day (the fourth Thursday in November)
 11. The day after Thanksgiving Day
 12. Christmas Day (December 25)
 13. Any day or portion thereof declared to be a holiday by proclamation of the Mayor, and the concurrence of the City Council by resolution.
 14. Two unspecified holidays.
- A. When any holiday from 1 through 12 above falls on a Sunday, it shall be observed on the following Monday.
 - B. When any holiday from 1 through 12 above falls on a Saturday, it shall be observed on the preceding Friday.
 - C. Any holiday declared by proclamation of the Mayor shall not be deemed to advance the last scheduled working day before a holiday for purposes of computing any additional time off.
 - D. Whenever a holiday from 1 through 12 above occurs during an employee's regularly scheduled work week, eight (8) hours of paid leave shall be credited for the purpose of computing overtime pay for work performed after forty (40) hours.
 - E. Whenever a holiday listed under 13 and/or 14 above occurs during an employee's regularly scheduled work week, the appropriate number of hours of paid leave shall be credited for the purpose of computing overtime pay for work performed after forty (40) hours.
 - F. Whenever a holiday falls on an employee's 9/80 or modified day off, the employee shall take an alternate day off within the same calendar week as the holiday.
 - G. An employee who works in excess of: eight (8) hours on any holiday listed from 1 through 12 above; or works in excess of four (4) hours on the last working day

preceding Christmas Day, or works in excess of any day or portion thereof declared to be a holiday by proclamation of the Mayor shall be paid at the rate of time and one-half (1 ½) his/her hourly rate of pay but said excess hours shall not be included when calculating the employee's work week for overtime pay purposes.

- H. Holiday Premium Pay - Any FLSA non-exempt employee who works on any holiday listed above will receive eight (8) hours (or portion thereof as specified above in A.13) of holiday pay and one and one-half (1-1/2) the hourly rate for all hours worked on the observed holiday, provided the employee has (1) worked his/her assigned shift immediately before and his/her assigned shift immediately after the holiday, or, (2) prior to such holiday Management has authorized the employee to take paid leave time off in lieu of the requirement to work said shifts. Any employee who fails to meet these requirements will be paid at the rate of one hour for each hour worked. Employees shall not receive both overtime and holiday premium pay for the same hours.
- I. For each holiday listed above which results in time off with pay for employees working a Monday through Friday work week, employees who are scheduled to work other than the Monday through Friday work week shall be entitled to such day off with pay or shall be compensated in accordance with all pertinent provisions of A through H above. If such holiday falls on the employee's scheduled day off, an alternative day off in lieu shall be scheduled within the same calendar week as the holiday.
- J. The additional compensation for work performed on a holiday as provided herein shall not apply to employees whose regular rate of pay is bonused to include pay for holidays worked.
- K. Management shall have the sole authority and responsibility to determine whether the compensation for any holidays worked shall be in cash or paid leave time off.
- L. The unspecified holidays shall be taken in accordance with the following requirements:
 - 1. Each unspecified holiday must be taken in one full normal working day increment of eight (8) hours during the calendar year in which it is credited or it will be forfeited. The request for such time off, if timely submitted by the employee, will be promptly approved by Management subject to the operating needs of the employee's department, office or bureau. If an unforeseen operating requirement prevents the employee from taking such previously-approved holiday(s), Management will reschedule the holiday(s) so that it/they may be taken on some other reasonably satisfactory date(s) within the calendar year.

2. Any break in service (i.e., resignation, discharge, retirement) prior to taking the holiday shall forfeit any right thereto.
 3. The holiday(s) shall not be utilized to extend the date of any layoff.
 4. No employee shall be entitled to such unspecified holiday(s) until he/she has completed six months of service.
 5. Employees who work in intermittent, on call, vacation relief, or seasonal positions shall not be entitled to the unspecified holiday(s).
 6. No employee shall receive more than two unspecified holidays each calendar year as provided above. Thus, (a) an employee transferring from the Department of Water and Power (DWP) to any other City department, office or bureau will not receive (an) unspecified holiday(s) after taking such holiday(s) prior to leaving 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(s) when rehired.
- M. Except in emergencies, no employee(s) assigned to a Refuse Collection crew will be required to work on any of the following holidays: New Year's Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day, but shall in lieu thereof, work the next Saturday following each such holiday at the rate of time and one-half (1 ½) his/her hourly rate of pay. Such employee shall receive a minimum of eight (8) hours pay at the said rate. Any other Public Works crew(s) supporting such Refuse Collection crew(s) shall be compensated in accordance with the provisions of this paragraph M.

ARTICLE 5.13 RAIN GEAR

Management shall provide rain gear for all employees who are required to work outside in inclement weather as a normal part of their job duties. Management shall replace rain gear for all employees when no longer serviceable.

ARTICLE 5.14 UNIFORMS

Uniforms required by Management will be replaced, maintained and cleaned at the employee's expense. Management will give to each employee, in the classes listed below, an allowance for such maintenance, replacement, and cleaning of thirty-five dollars (\$35.00) each pay period for laundering wash and wear type uniforms, and forty-five dollars (\$45.00) each pay period for dry cleaning dress-type uniforms.

In the event that an appointing authority changes the type and/or style of a required uniform, said appointing authority will, subject to review and approval by the City Administrative Officer, provide an appropriate initial issue of the revised uniform to the affected employees.

3187-1	Chief Security Officer I
3187-2	Chief Security Officer II
3176	Custodian Supervisor (Airports and Zoo only)
3126	Labor Supervisor (General Services only)
3145	Park Maintenance Supervisor (R & P only)
3537	Parking Services Supervisor (General Services only)
4312	Principal Animal Keeper
3215	Principal Detention Officer *
3210	Principal Property Officer
3200	Principal Security Officer
3198	Municipal Police Lieutenant
4316-1	Senior Animal Control Officer I
4316-2	Senior Animal Control Officer II
4305	Senior Animal Keeper
3212	Senior Detention Officer *
1967-1	Senior Park Ranger I
1967-2	Senior Park Ranger II
3529-1	Senior Parking Attendant I
3529-2	Senior Parking Attendant II
3209	Senior Property Officer
3184	Senior Security Officer
3185	Municipal Police Sergeant
3218-1	Senior Traffic Supervisor I
3218-2	Senior Traffic Supervisor II
3218-3	Senior Traffic Supervisor III
3117-1	Tree Surgeon Supervisor I
3117-2	Tree Surgeon Supervisor II
4113	Wastewater Collection Supervisor♦

*These classifications shall receive a \$200 uniform replacement/maintenance allowance payable in February of calendar years 2016 and 2017 during the term of this MOU.

♦This classification shall receive a \$200 clothing allowance in fiscal years 2015-16; 2016-17; and 2017-18.

During the term of this MOU, in the Department of Transportation, management will provide: (a) two coveralls/jumpsuits each to employees in the class and pay grade of Senior Traffic Supervisor I, Code 3218-1, who are assigned to the following details: Abandoned Vehicle, Habitual Parking Violators, or Vehicle Abatement; and (b) one bike uniform (polo style shirt, shorts (with or without pads), undershorts with pads, pants, and jacket with reflector backing) each for employees in the class and pay grade of Senior Traffic Supervisor I, II, and III who are assigned to the Bike Detail.

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.

Employees who are required 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 cash allowance, shall receive an annual cash allowance of two hundred dollars (\$200.00) for the purchase, repair and maintenance of said shoes or boots provided they are on active payroll status each January 1 during the term of this MOU. This payment shall be made by separate check to eligible employees in each February for the term of the MOU.

SECTION 6.0 COMPENSATION

ARTICLE 6.1 BILINGUAL DIFFERENTIAL

Management's present practices with regard to premium pay for employees required to use a language other than English will be continued during the term of this Memorandum of Understanding. Such practices of additional compensation for employees required to use a language other than English shall be in accordance with Section 4.84 of the Los Angeles Administrative Code. The Bilingual Differential is pensionable when regularly assigned.

Such compensation shall be retroactive to the employee's first day in a bilingual position. However, such compensation shall not be paid unless the employee has been properly certified in accordance with the provisions of Section 4.84 of the Los Angeles Administrative Code.

ARTICLE 6.2 SIGN LANGUAGE PREMIUM

Any qualified employee who is requested by the Communications Assistance Center to utilize sign language shall receive compensation equal to the first premium level rate above the appropriate step rate of the salary range prescribed for his/her class for each business day the skill is used. Such practices of additional compensation shall be in accordance with Section 4.84.1 of the LAAC. The Sign Language Premium is Pensionable when regularly assigned.

ARTICLE 6.3 SHIFT DIFFERENTIAL

Employees covered by this Memorandum of Understanding, excluding employees in the classes of Municipal Police Sergeant, Code 3185, and Municipal Police Lieutenant, Code 3198, who are required to work between the hours of 5:00 p.m. and 8:00 a.m. shall receive compensation at the appropriate step of the second premium level above the salary range prescribed for the class. Notwithstanding the provisions of Section 4.74(c) of the Los Angeles Administrative Code, employees in the classes of Senior Municipal Officer, Code 3184, and Principal Municipal Officer, Code 3200, shall receive

shift differential in accordance with the provisions herein. The Shift Differential compensation is pensionable when regularly assigned.

Notwithstanding the above, employees who, prior to July 1, 2004, were receiving this bonus when working less than 50% of their work day between the hours of 5:00 p.m. and 8:00 a.m., shall not be denied the bonus as a result of the addition of the requirement of working more than 50% of the work day between 5:00 p.m. and 8:00 a.m.

ARTICLE 6.4 CALL BACK PAY

Whenever an employee is ordered by Management to return to duty at a designated work site following the termination of the employee's work shift and departure from his/her work location, the employee shall receive a minimum payment equivalent to four hours of pay at the rate of time and one-half (1 ½) his/her regular hourly rate of pay.

Compensated time shall begin at the time the employee is called out and end upon completion of the job. This compensated time includes a maximum of one (1) hour travel time to the job location.

ARTICLE 6.5 COURT APPEARANCES

Section I

The following court provisions will apply to all employees in the Unit, except those in the Police Department, Senior (Sgt.) and Principal (Lt.) Municipal Officers in the Department of General Services and Senior Park Rangers I and II.

When an employee is required to appear in the Superior or Municipal Court in and for the County of Los Angeles outside of his/her normal duty hours, but on a matter arising within the scope of his/her employment, said employee shall be entitled to receive a minimum of one hour at 1 ½ times the employee's regular rate of pay, payable in six (6) minute increments. The minimum guarantee provisions of this section will not apply to the Department of Airports or the Harbor Department, which will be governed by past practices. 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 only to employees in the Police Department including Senior and Principal Municipal Officers. 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 four (4) hours overtime compensation for any court day he/she is subpoenaed to be on call or required to appear.
2. An off-duty employee shall receive hour-for-hour overtime compensation for each additional hour of actual attendance in excess of the four (4) hour minimum provided for in Paragraph A(1) above, with the following noontime recess exceptions:

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

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

B. Multiple Cases

An off-duty employee who receives morning and afternoon subpoenas for separate cases on a court day shall receive overtime compensation as in Paragraph A(1) above, for each case for a total of eight (8) hours. In addition, he/she shall receive hour-for-hour overtime compensation for each additional hour of actual court attendance in excess of four (4) hours.

C. Exceptions to the Four-Hour Minimum

Management will attempt to adjust an employee's shift to accommodate court appearances or on-call status commencing four 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 four (4) 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 four (4) 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 begins 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 6.6 JURY SERVICE

Any 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 for those days necessary to qualify for jury service, receive his/her 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.

During the time the employee is actually reporting for jury service, the head of the department, office, or bureau, or his/her designee will convert the employee's usual shift to a regular five-day, Monday through Friday day shift. 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 his/her converted shift that he/she is not required by the court to perform jury service.

Compensation for mileage paid by the courts for jury service shall be retained by the employee.

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.

ARTICLE 6.7 CIVIC DUTY

Whenever an employee is served with a subpoena by a court of competent jurisdiction which compels his/her presence as a witness during his/her normal working period, unless he/she is a party to the litigation or an expert witness, such employee shall be granted time off with pay in the amount of the difference between the employee's regular earnings and any amount he/she receives for such appearance. This Article is not applicable to appearances for which the employee receives compensation in excess of his/her regular earnings. A court of competent jurisdiction is defined as a court within the County in which the employee resides or if outside the county of residence, the place of appearance must be within 150 miles of the employee's residence.

ARTICLE 6.8 PAYROLL DEDUCTIONS

LIUNA dues and such other 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 who files with the Controller written authorization that such deduction(s) be taken.

Remittance of the aggregate amount of all dues and other proper deductions taken from the salaries of employees covered hereunder shall be made to LIUNA by the Controller within thirty (30) working days after the end of the month in which the deduction(s) was/were taken.

A fee of nine cents (\$.09) for the processing of each such deduction shall be assessed by the Controller.

Notwithstanding any provisions of Section 4.203 of the LAAC that may conflict:

- A. Payroll deductions which have been authorized by employees in this unit for the purpose of obtaining membership and/or benefits offered by any bargaining organization* other than LIUNA will not be accepted by the Controller.
- B. Payroll deductions which are now being remitted to any bargaining organization* other than LIUNA will be terminated by the Controller at the end of the first payroll period after the effective date of this Memorandum of Understanding.

LIUNA agrees to indemnify and hold harmless the City against all claims, including costs of suits and reasonable attorney's fees and/or other forms of liability arising from the implementation of the provisions of this Article.

*For the purpose of this Article, bargaining organization means any organization of employees whose responsibility or goal is to represent employees in the City's meet and confer process.

ARTICLE 6.9 OVERTIME

Assignment 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. The parties understand that no employee shall work overtime without prior approval from his or her supervisor and that unofficial overtime, "white time", is absolutely prohibited. FLSA non-exempt employees may not work outside of scheduled working hours, or during unpaid meal periods, without the prior written approval of a supervisor consistent with department policy. Failure to secure prior approval may result in discipline.

Rate and Methods of Compensation - FLSA Non-Exempt Employees

Compensation for overtime shall be for all hours worked in excess of 40 hours in a workweek including all absences with pay authorized by law. Compensation for employees in this Unit who are employed in a class or pay grade with a fifth step regular biweekly rate, without bonuses, at or below the fifth step regular biweekly rate for the class of Solid Waste Disposal Superintendent II shall be in time off at the rate of one and one-half hours for each hour of overtime worked or in cash at one and one-half times the employee's regular rate of pay, at the discretion of Management.

Compensated Time Off

In accordance with FLSA, no employee shall lose CTO. Employees may, subject to Management discretion, be permitted to accumulate up to 80 hours of compensatory time off (CTO). An employee who has requested the use of CTO for overtime worked must be permitted by Management to use such time within a reasonable time period after making the request unless the use of the CTO within a reasonable period would "unduly disrupt" the operations of the City department. A reasonable time period depends on the customary work practices of the work unit/section/division/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).

On occasion, employees may accumulate hours in excess of 80 hours for a temporary period of time. If an employee does not schedule and take time off over 80 hours for overtime prior to the end of the fiscal year, management may require employees to use accumulated overtime that exceeds 80 hours prior to the end of the fiscal year; require employees to use such time in lieu of vacation or other leave time; or authorize cash payment. In the event sufficient funds are not available to provide cash compensation for all or a portion of the hours in excess of 80, Management may extend the time limit for a period not to exceed one year.

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

1040/2080 Plan

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

Special Events

Senior Traffic Supervisors may be assigned to work Special Events at the overtime rate at the discretion of the General Manager, Department of Transportation. Compensation for overtime worked at Special Events shall be in cash only. Notwithstanding any other provisions to the contrary, there shall be no limit to the number of hours worked under this section.

Whenever a Senior Traffic Supervisor is required to report, and actually reports, to a special event and said event is subsequently canceled, the employee shall receive compensation at the overtime rate for a minimum of two (2) hours or the actual time spent at the event, whichever is greater.

ARTICLE 6.10 OVERTIME MEAL ALLOWANCE

Whenever an employee is held over from a scheduled work shift and is required to work more than four (4) hours on an unscheduled overtime work shift then the employee shall be paid an overtime meal allowance of \$10.00 unless management provides a meal.

Effective the start of the pay period following Council adoption of this MOU, whenever an employee is held over from a scheduled work shift and is required to work more than four (4) hours on an unscheduled overtime work shift then the employee shall be paid an overtime meal allowance of \$10.00 unless management provides a meal.

ARTICLE 6.11 MILEAGE

Any employee authorized to use his/her own vehicle, pursuant to Division 4, Chapter 5, Article 2 of the Los Angeles Administrative Code, in the performance of his/her duties, shall be reimbursed for his/her transportation expenses at the rate of forty eight and one-half cents (\$.485) for each mile traveled in any biweekly pay period. Effective January 1, 2008, this amount shall be increased to fifty and one-half cents (\$.505).

During the term of this MOU, the cents per mile reimbursement shall be increased to an amount equal to the annual standard car mileage allowance as determined by the

Internal Revenue Service (IRS). The City Administrative Officer shall certify to the Controller appropriate changes, if required, to become effective the beginning of the pay period in which January 1 falls, or on such other date as the IRS may determine.

ARTICLE 6.12 TRAVEL ALLOWANCE

- A. Notwithstanding Section 4.222 of the LAAC, whenever an employee is required to travel directly between his/her home and place of temporary assignment, as provided in Section 4.221 of the LAAC, he/she shall receive payment at the rate of four dollars (\$4.00) for each day that such travel occurs. All other provisions of Sec. 4.220 - 4.226 of the LAAC which relate to payment for travel of certain employees from their homes to temporary job locations remain unchanged.
- B. Notwithstanding Section 4.222.1 of the LAAC, whenever an employee is required to travel from one job site to another within a work day, he/she shall receive payment at the rate of four dollars (\$4.00) for each day that such travel occurs.
- C. Where an employee qualifies under both sections A and B above, such employee shall be entitled to receive six dollars (\$6.00) per day.

ARTICLE 6.13 EARLY REPORT PAY

A regularly assigned employee who is required to report earlier than his/her regularly-scheduled starting time for the convenience of his/her department, office or bureau, shall receive time and one-half his/her regular hourly rate of pay for each hour of work performed prior to his/her regularly scheduled starting time. Such compensation may be made in either cash or compensatory time off at the discretion of management.

Management maintains its authority to retain employees who are called in before the start of their regular starting time for their full, regularly scheduled shift. Hours worked prior to an employee's regularly scheduled starting time qualify the employee to receive Early Report Pay. Consistent with any department procedures, which may exist, employees may or may not be retained beyond eight hours, subject to operational needs.

In the event an employee receives Early Report Pay and is required to work his/her full regularly scheduled shift in addition to the Early Report Pay hours, the employee shall not receive overtime for working his/her full, regular shift. Prescheduled shift adjustments with at least a 48-hour notice do not qualify for Early Report Pay.

ARTICLE 6.14 STAND-BY PAY

Notwithstanding any provisions of the Los Angeles Administrative Code or Departmental Personnel Ordinances which may conflict, employees covered by this MOU who are assigned stand-by duty shall receive two dollars (\$2.00) per hour for each hour on such assignment.

Management may, at its discretion, provide assigned employees with electronic paging devices (beepers). However, only those employees actually designated and assigned to be on stand-by, while not otherwise on duty, shall receive the prescribed hourly bonus for wearing the beeper.

In the event an employee on stand-by duty is called to return to work, said employee shall be subject to the provisions of Article 6.5 herein (Call Back Pay) and shall not receive stand-by pay while receiving call back pay.

ARTICLE 6.15 ACTING PAY ASSIGNMENT

Effective July 1, 2015, time served in the following higher level assignments shall be credited as qualifying experience for promotional purposes.

A. Absence at Higher Level Position

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

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

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

B. Vacant Higher Level Position

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

C. Status Review

Acting pay is not intended as compensation for a long-term out-of-class assignment and, effective November 1, 2015, shall not extend past one (1) year. When an employee has filled an acting assignment for a period of three (3) months, Management will review the status of the vacancy to determine when the vacancy can be filled through appropriate measures. Upon request, Management will review the acting assignment with the employee. At that time, the employee may request to be removed from the acting assignment.

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

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

D. Compensation

An employee qualifying for additional compensation as stated above shall receive salary at two (2) premium levels above the appropriate step on the salary range prescribed for his/her class, for each day on duty (present for 50% or more of the work day) in an acting assignment. However, the maximum pay rate for such duty shall be limited to the top step of the salary range that has been established as compensation for the higher level position to which the employee has been assigned.

An out-of-class assignment is defined as an assignment which requires the long-term performance of duties, and/or the assumption of responsibilities, substantially beyond the duties and responsibilities specified in the class specifications for the class to which the assigned employee's position is allocated.

It is the intent of Management to avoid out-of-class assignments, as herein defined. However, nothing herein shall limit Management's authority to temporarily assign employees to duties and responsibilities not specifically included in the employee's class specifications whenever emergencies or operational necessities require. Claims of out-of-class assignment shall be referred to the Civil Service Commission for final resolution and shall not be grievable.

Any employee who is temporarily assigned to duties outside of his/her class specifications shall continue to receive the rate of pay of his/her classification and/or pay grade while so assigned; provided, however, that if said assignment exceeds twenty (20) working days, Management will initiate the necessary action to fill the position at the proper level or otherwise prevent the occurrence of an out-of-class assignment

ARTICLE 6.16 SUPERVISION DIFFERENTIAL

In accordance with Section 4.62.2 of the Los Angeles Administrative Code, bona fide supervisory employees in this unit whose compensation is fixed by salary range, and who supervise incumbents whose compensation is fixed by salary range, shall be paid at the appropriate step of the range with a first step which is at least two premium levels (5.5%) above the first step of the range of the highest paid subordinate; provided, however, that notwithstanding Section 4.62.2, bona fide unit supervisors whose highest paid subordinates include incumbents in the following flat-rated classes also shall be paid at a rate that is at least 5.5% above the rate of said highest paid subordinates:

Compressor Operator	Code 3503
Equipment Operator	Code 3525
Power Shovel Operator	Code 3558
Rigger	Code 3473
Truck Crane Oiler	Code 3557

For the purposes of this Article, "bona fide supervisory employee" is defined as a full-time, regularly assigned supervisor with full administrative and technical authority to assign, review and approve the work of his/her subordinates. The rates to be compared in determining this supervision differential shall be the maximum salary rates prescribed for the authorized and allocated classes of the bona fide supervisor and subordinate, excluding any premiums, bonuses or working condition differentials.

ARTICLE 6.17 DISTURBANCE CALLS

Whenever an employee is contacted while on off-duty status by the Department/City to furnish information or take action needed to maintain the continuity of City business, without the necessity of having to personally report for duty, such employee shall receive a minimum of one hour of compensation at the overtime rate of time and one-half (1½) in cash for each such incident. Work in excess of one (1) hour shall be treated in accordance with the call back provisions of the MOU and subject to the following limitation:

Any employee receiving On Call Compensation for the same day shall not be eligible to receive compensation under this Article for that day.

ARTICLE 6.18 SALARIES

The parties to this MOU jointly recommend to the City Council approval of the salaries set forth in the attached Salary Appendices. These appendices shall incorporate the agreement of the parties that effective December 27, 2016, employees will be subject to a new salary step structure and that effective June 25, 2017, employees covered by this MOU shall receive a two percent (2%) salary increase.

A. SALARY STEPS

Effective December 27, 2016, notwithstanding LAAC Section 4.92, a new 12-step salary structure will be established as follows:

- (1) Three (3) additional salary steps will be added to the lower end of each salary range (Steps 1, 2, and 3). These new steps shall be separated by one (1) premium level.*
 - (a) Employees hired into trainee-level positions shall be hired at Step 1 and shall remain on Step 1 for the duration of a twelve (12) month probationary period. Trainee-level position hourly wages will begin one (1) premium level below the entry level of the targeted Civil Service classification which will not be below fifteen dollars (\$15.00) per hour.
 - (b) 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).
 - (c) Employees shall remain on Steps 2 and 3 for nine (9) months each.
- (2) Current Steps 1 through 5 will be renumbered Steps 4 through 8. These steps will be separated by two (2) premium levels (Step 4 will be one (1) premium level above Step 3). Employees shall advance to each subsequent step after twelve (12) months.
- (3) Current Steps 6 through 8 will be renumbered Steps 9 through 11. These steps will be separated by one (1) premium level (Step 9 will be one (1) premium level above Step 8). Employees shall advance to each subsequent step after twelve (12) months.
- (4) A new Step 12 will be created which will be one (1) premium level above Step 11. No employee shall be eligible to move to Step 12 sooner than January 7, 2018.

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

B. SALARY ADJUSTMENTS

- (1) Effective January 7, 2018, each employee who is compensated on a salary range will advance one (1) step on the salary range regardless of their step or step anniversary date.

- (2) Effective January 7, 2018, each employee who is employed in a flat-rated classification shall receive a salary adjustment of 2.75%.

C. EXTENSION OF STEP ADVANCEMENT DATE – UNCOMPENSATED HOURS

Uncompensated absences of sixteen (16) days (128 hours for employees on a work schedule other than 5/40) or less during the 2,080-hour qualifying period and during each subsequent 2,080-hour annual period shall not extend the step advancement date. The step advancement date shall be extended one (1) working day for each working day absence (or one (1) hour for each hour of aggregated uncompensated absence in excess of 128 hours). Employees who are injured on duty and are compensated in accordance with State of California Labor Code, Division IV and LAAC Division 4, Article 7 shall not have their step advancement date changed due to their workers' compensation status.

D. CONSECUTIVE APPOINTMENTS WITHIN A 12 MONTH PERIOD

Consecutive appointments or assignments to positions with the same top step salary rate in the twelve (12) months (2,080 hours) following an appointment or assignment shall be treated as one (1) appointment or assignment for step advancement purposes.

E. APPOINTMENTS TO NEW POSITIONS WITH THE SAME OR LOWER SALARY RANGE

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

G. PROMOTIONAL DIFFERENTIAL

Notwithstanding the rate provided for in LAAC Section 4.91, effective December 27, 2015, employees who receive a promotion shall be moved to the salary step that provides a minimum 5.5% increase over the rate received in the former position. As provided in LAAC Section 4.91, any regularly assigned bonus or premium compensation amounts shall be included in calculating the step rate for the former position and added to the new salary, if applicable, after determining the appropriate salary step rate for the new position.

ARTICLE 6.19 SALARY STEP ADVANCEMENT

Effective February 17, 2008, notwithstanding Los Angeles Administrative Code (LAAC) Section 4.92, subsections (a), (c), (d), and (f)(1), the following salary step advancement procedures shall apply to all members of this Unit who are appointed or promoted on or after February 17, 2008 to classifications that are compensated on a salary range:

FULL-TIME EMPLOYEES

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

The first salary step advancement for an employee in this Unit who has been initially appointed to City service or who has been appointed or assigned (through paygrade advancement) to a position on a higher salary range shall occur at the beginning of the payroll period following completion of **2,080** regular paid hours and 12 months of service. This date shall become the employee's step advancement date, except under the circumstances in section C below.

B. Subsequent Step Advancement

Each subsequent step advancement shall occur at the beginning of the payroll period following the completion of 2,080 additional regular paid hours and 12 months of service, except under the circumstances in section C below, until the top step has been reached.

C. Extension of Step Advancement Date – Uncompensated Hours

Uncompensated absences of sixteen days (128 hours for employees on a work schedule other than 5/40) or less during the **2,080**-hour qualifying period and during each subsequent 2,080-hour annual period shall not extend the step advancement date. The step advancement date shall be extended one working day for each working day absence (or one hour for each hour of aggregated uncompensated absence in excess of **128** hours). Employees who are injured on duty and are compensated in accordance with Division IV of the Labor Code of the State of California and Article 7 of Division 4 of the LAAC shall not have their step advancement date changed due to their workers' compensation status.

D. Consecutive Appointments within a 12 Month Period

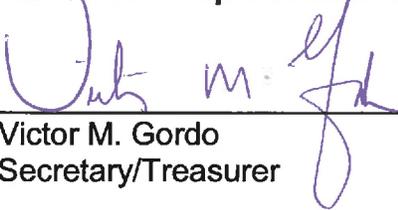
Consecutive appointments or assignments to positions with the same top step salary rate in the 12 months (2080 hours) following an appointment or assignment shall be treated as one appointment or assignment for step advancement purposes.

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

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

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

**LIUNA Local 777
Authorized Representatives**



Victor M. Gordo
Secretary/Treasurer

David Bunjac
President

Bruce Francis
Vice president

Sylvia Perez
Recording Secretary

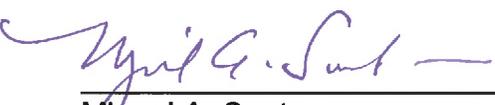
David Yuen
Board Member

Lemuel Fleming
Board Member

Beverly Samuel
Board Member

Keith Kramer
Board Member

**City of Los Angeles
Management Representative**



Miguel A. Santana
City Administrative Officer

12/3/15

Date

Approved as to form and legality:



City Attorney

12/8/15

Date

Appendix A

MOU 12

Operative on July 1, 2015

CLASS CODE	TITLE	RANGE #	SALARY RANGE/RATE		
3336-1	AIRPORTS MTCE SUPVR I	3346	\$ 69,864	--	\$ 94,190
3336-2	AIRPORTS MTCE SUPVR II	3532	\$ 73,748	--	\$ 99,410
3336-3	AIRPORTS MTCE SUPVR III	3634	\$ 75,878	--	\$ 102,270
4313-0	ANIMAL CARE TECH SUPV	2309	\$ 48,212	--	\$ 64,999
4145-0	ASPHALT PLANT SUPVR	3626	\$ 75,711	--	\$ 102,020
3706-F	AUTO BODY REPR SUPVR I				\$3042.40/BW
3706-G	AUTO BODY REPR SUPVR I				\$3301.60/BW
3706-2	AUTO BODY REPR SUPVR II				\$3428.00/BW
3706-M	AUTO BODY REPR SUPVR II				\$3741.60/BW
3595-1	AUTOMOTIVE DISPATCHR I	2040	\$ 42,595	--	\$ 57,420
3595-2	AUTOMOTIVE DISPATCHR II	2449	\$ 51,135	--	\$ 68,925
3714-0	AUTOMOTIVE SUPERVISOR				\$3528.80/BW
3714-6	AUTOMOTIVE SUPERVISOR				\$3741.60/BW
3714-A	AUTOMOTIVE SUPERVISOR - AIRPORT				\$3528.80/BW
3338-0	BUILD REPAIRER SUPVR	3634 (3)	\$ 84,585	--	\$ 102,270
3589-0	BUS OPERATOR SUPVR	2750	\$ 57,420	--	\$ 77,360
3140-0	CAMP MANAGER	2309	\$ 48,212	--	\$ 64,999
3182-A	CH CUSTODIAN SUPVR	2771	\$ 57,858	--	\$ 77,987
3182-1	CH CUSTODIAN SUPVR I	2510	\$ 52,409	--	\$ 70,658
3182-2	CH CUSTODIAN SUPVR II	2665	\$ 55,645	--	\$ 75,022
3187-1	CH SECURITY OFFICER I	2778	\$ 58,005	--	\$ 78,175
3187-2	CH SECURITY OFFICER II	2995	\$ 62,536	--	\$ 84,251
3800-1	COMMUN CABLE SUPV I	3126 (3)	\$ 72,746	--	\$ 87,967
3800-2	COMMUN CABLE SUPV II	3324 (3)	\$ 77,360	--	\$ 93,542
3800-3	COMMUN CABLE SUPV III	3519 (3)	\$ 81,891	--	\$ 99,034
3543-0	CONSTR EQUIP SERV SUPVR	2309	\$ 48,212	--	\$ 64,999
3176-0	CUSTODIAN SUPERVISOR	2059	\$ 42,992	--	\$ 57,942
3176-A	CUSTODIAN SUPERVISOR	2059	\$ 42,992	--	\$ 57,942
4320-0	DISTR SUPV ANIMAL REG	3831	\$ 79,991	--	\$ 107,803
3814-0	ELECTRCL CONDUIT SUPV	2510 (3)	\$ 58,422	--	\$ 70,658
2352-0	EQUESTRIAN FACILTY SUPV	3017	\$ 62,995	--	\$ 84,919

Appendix A
MOU 12
Operative on July 1, 2015

CLASS CODE	TITLE	RANGE #	SALARY RANGE/RATE			
3746-0	EQUIP REPAIR SUPVR					\$3621.60/BW
3746-6	EQUIP REPAIR SUPVR					\$3936.80/BW
3527-6	EQUIPMENT SUPERVISOR	3734 (4)	\$ 91,747	--		\$ 105,089
3527-0	EQUIPMNT SUPERVISOR	3436 (4)	\$ 84,439	--		\$ 96,695
3527-H	EQUIPMNT SUPERVISOR - HARBOR	3525	\$ 73,602	--		\$ 99,201
3169-1	EVENT SUPERVISOR I	2523	\$ 52,680	--		\$ 71,034
3169-2	EVENT SUPERVISOR II	2750	\$ 57,420	--		\$ 77,360
3718-0	GEN AUTOMOTIVE SUPVR					\$4543.20/BW
3178-0	HEAD CUSTODIAN SUPVR	2270	\$ 47,398	--		\$ 63,893
3178-A	HEAD CUSTODIAN SUPVR - AIRPORT	2407	\$ 50,258	--		\$ 67,756
3749-1	HELICOPTER MECH SUPV I					\$3925.60/BW
3749-2	HELICOPTER MECH SUPV II	3961	\$ 82,706	--		\$ 111,457
3126-0	LABOR SUPERVISOR	2309	\$ 48,212	--		\$ 64,999
3126-6	LABOR SUPERVISOR	2508	\$ 52,367	--		\$ 70,616
4280-1	LOT CLEANING SUPVR I	3420 (4)	\$ 84,042	--		\$ 96,236
4280-2	LOT CLEANING SUPVR II	3626 (4)	\$ 89,074	--		\$ 102,020
3766-0	MACHINIST SUPERVISOR					\$3695.20/BW
3766-H	MACHINIST SUPERVISOR - HARBOR	4057	\$ 84,710	--		\$ 114,151
3766-1	MACHINIST SUPVR I					\$3293.60/BW
3766-2	MACHINIST SUPVR II					\$3695.20/BW
3198-0	MUNICIPAL POLICE LIEUTENANT	4384	\$ 91,538	--		\$ 123,359
3185-0	MUNICIPAL POLICE SERGEANT	3712	\$ 77,507	--		\$ 104,484
3145-0	PARK MAINT SUPVR	2587	\$ 54,017	--		\$ 72,788
3145-0	PARK MAINT SUPVR	2587	\$ 54,017	--		\$ 72,788
3145-6	PARK MAINT SUPVR	2659	\$ 55,520	--		\$ 74,813
3145-A	PARK MAINT SUPVR/AP	2587	\$ 54,017	--		\$ 72,788
3757-1	PARKG MTR TECH SPV I	2659	\$ 55,520	--		\$ 74,813
3757-2	PARKG MTR TECH SPV II	2870	\$ 59,926	--		\$ 80,764
9170-1	PARKING MANAGER I	3541	\$ 73,936	--		\$ 99,618
9170-2	PARKING MANAGER II	4098	\$ 85,566	--		\$ 115,320
3537-0	PARKING SERVICES SUPV	2449	\$ 51,135	--		\$ 68,925

Appendix A
MOU 12
Operative on July 1, 2015

CLASS CODE	TITLE	RANGE #	SALARY RANGE/RATE			
3710-1	POLICE FLT SVCS SUPV I					\$3062.40/BW
3710-2	POLICE FLT SVCS SUPV II					\$3621.60/BW
3128-0	PORT MAINTENANCE SUPV	2156	\$ 45,017	--		\$ 60,656
4312-0	PR ANIMAL KEEPER	2688	\$ 56,125	--		\$ 75,627
3215-0	PR DETENTION OFCR	3011	\$ 62,870	--		\$ 84,752
3210-0	PR PROPERTY OFFICER	2929	\$ 61,158	--		\$ 82,413
3200-0	PR SECURITY OFFICER	2510	\$ 52,409	--		\$ 70,658
1839-0	PR STOREKEEPER	3529	\$ 73,686	--		\$ 99,305
1496-0	PRINTING SVCS SUPT	3634	\$ 75,878	--		\$ 102,270
4101-0	REF COLL SUPERVISOR	3662	\$ 76,463	--		\$ 103,064
4100-0	REF CREW FIELD INSTR	3078	\$ 64,269	--		\$ 86,610
4102-0	SOLID RESOURCE SUPT	4459	\$ 93,104	--		\$ 125,510
4108-1	SOLID WSTE DISP SUPT I	4081	\$ 85,211	--		\$ 114,861
4108-2	SOLID WSTE DISP SUPT II	4459	\$ 93,104	--		\$ 125,510
4316-1	SR ANIMAL CNTRL OFCR I	2577	\$ 53,808	--		\$ 72,537
4316-2	SR ANIMAL CNTRL OFCR II	2843	\$ 59,362	--		\$ 80,033
4305-0	SR ANIMAL KEEPER	2475	\$ 51,678	--		\$ 69,635
3716-0	SR AUTOMOTIVE SUPVR					\$3951.20/BW
3716-6	SR AUTOMOTIVE SUPVR					\$4286.40/BW
3212-0	SR DETENTION OFFICER	2614	\$ 54,580	--		\$ 73,560
3533-0	SR GARAGE ATTENDANT	2047	\$ 42,741	--		\$ 57,587
1967-1	SR PARK RANGER I	2946	\$ 61,512	--		\$ 82,873
1967-2	SR PARK RANGER II	3258	\$ 68,027	--		\$ 91,726
3529-1	SR PARKG ATTENDANT I	1835	\$ 38,315	--		\$ 51,615
3529-2	SR PARKG ATTENDANT II	2053	\$ 42,867	--		\$ 57,775
3209-0	SR PROPERTY OFFICER	2606	\$ 54,413	--		\$ 73,310
3184-0	SR SECURITY OFFICER	2251	\$ 47,001	--		\$ 63,371
1837-0	SR STOREKEEPER	2655	\$ 55,436	--		\$ 74,709
1837-M	SR STOREKEEPER	2877	\$ 60,072	--		\$ 80,952
3429-0	SR TRAFFIC PNT SIGN SPV	3071	\$ 64,122	--		\$ 86,443
3218-1	SR TRAFFIC SUPV I	2659	\$ 55,520	--		\$ 74,813

Appendix A

MOU 12

Operative on July 1, 2015

CLASS CODE	TITLE	RANGE #	SALARY RANGE/RATE		
3218-2	SR TRAFFIC SUPV II	2983	\$ 62,285	--	\$ 83,958
3218-3	SR TRAFFIC SUPV III	3346	\$ 69,864	--	\$ 94,190
4152-1	ST SVCS SUPVR I	3420 (4)	\$ 84,042	--	\$ 96,236
4152-2	ST SVCS SUPVR II	3626 (4)	\$ 89,074	--	\$ 102,020
1866-0	STORES SUPERVISOR	4201	\$ 87,717	--	\$ 118,223
3732-0	TIRE REPAIRER SUPVR	2251 (3)	\$ 52,409	--	\$ 63,371
3732-6	TIRE REPAIRER SUPVR	2434 (3)	\$ 56,647	--	\$ 68,507
3430-1	TRAF MARK/SIGN SUPT I	2859	\$ 59,696	--	\$ 80,451
3430-2	TRAF MARK/SIGN SUPT II	3416	\$ 71,326	--	\$ 96,111
3430-3	TRAF MARK/SIGN SUPT III	3922	\$ 81,891	--	\$ 110,372
3117-1	TREE SURGEON SUPVSR I	2993	\$ 62,494	--	\$ 84,209
3117-2	TREE SURGEON SUPVSR II	3570	\$ 74,542	--	\$ 100,454
4113-0	W/WTR COLL SUPERVISOR	3420	\$ 71,410	--	\$ 96,236
3798-0	WELDER SUPERVISOR				\$3695.20/BW
3177-0	WINDOW CLEANER SUPVR	2251	\$ 47,001	--	\$ 63,371
3177-A	WINDOW CLEANER SUPVR - AIRPORT	2462	\$ 51,407	--	\$ 69,301

Appendix B

MOU 12

Operative on December 13, 2015

CLASS CODE	TITLE	RANGE #	SALARY RANGE/RATE (RANGE STEPS 2 - 11*)		
3336-1	AIRPORTS MTCE SUPVR I	3085	\$ 66,190	--	\$ 94,190
3336-2	AIRPORTS MTCE SUPVR II	3256	\$ 69,864	--	\$ 99,410
3336-3	AIRPORTS MTCE SUPVR III	3351	\$ 71,890	--	\$ 102,291
4313-0	ANIMAL CARE TECH SUPV	2130	\$ 45,706	--	\$ 65,020
4145-0	ASPHALT PLANT SUPVR	3343	\$ 71,723	--	\$ 102,041
3706-F	AUTO BODY REPR SUPVR I				\$3042.40/BW
3706-G	AUTO BODY REPR SUPVR I				\$3301.60/BW
3706-2	AUTO BODY REPR SUPVR II				\$3428.00/BW
3706-M	AUTO BODY REPR SUPVR II				\$3741.60/BW
3595-1	AUTOMOTIVE DISPATCHR I	1881	\$ 40,361	--	\$ 57,420
3595-2	AUTOMOTIVE DISPATCHR II	2259	\$ 48,462	--	\$ 68,925
3714-0	AUTOMOTIVE SUPERVISOR				\$3528.80/BW
3714-0	AUTOMOTIVE SUPERVISOR				\$3528.80/BW
3714-6	AUTOMOTIVE SUPERVISOR				\$3741.60/BW
3714-A	AUTOMOTIVE SUPERVISOR - AIRPORT				\$3528.80/BW
3338-0	BUILD REPAIRER SUPVR	3351 (6)	\$ 84,585	--	\$ 102,291
3589-0	BUS OPERATOR SUPVR	2535	\$ 54,392	--	\$ 77,381
3140-0	CAMP MANAGER	2130	\$ 45,706	--	\$ 65,020
3182-A	CH CUSTODIAN SUPVR	2556	\$ 54,831	--	\$ 78,029
3182-1	CH CUSTODIAN SUPVR I	2315	\$ 49,674	--	\$ 70,658
3182-2	CH CUSTODIAN SUPVR II	2457	\$ 52,722	--	\$ 75,022
3187-1	CH SECURITY OFFICER I	2562	\$ 54,956	--	\$ 78,196
3187-2	CH SECURITY OFFICER II	2761	\$ 59,237	--	\$ 84,293
3800-1	COMMUN CABLE SUPV I	2881 (6)	\$ 72,746	--	\$ 87,988
3800-2	COMMUN CABLE SUPV II	3066 (6)	\$ 77,402	--	\$ 93,584
3800-3	COMMUN CABLE SUPV III	3244 (6)	\$ 81,912	--	\$ 99,055
3543-0	CONSTR EQUIP SERV SUPVR	2130	\$ 45,706	--	\$ 65,020
3176-0	CUSTODIAN SUPERVISOR	1898	\$ 40,716	--	\$ 57,984
3176-A	CUSTODIAN SUPERVISOR	1898	\$ 40,716	--	\$ 57,984
4320-0	DISTR SUPV ANIMAL REG	3532	\$ 75,774	--	\$ 107,845
3814-0	ELECTRCL CONDUIT SUPV	2315 (6)	\$ 58,443	--	\$ 70,658

* Step 1 is reserved for agreed upon trainee classifications.

Appendix B

MOU 12

Operative on December 13, 2015

CLASS CODE	TITLE	RANGE #	SALARY RANGE/RATE (RANGE STEPS 2 - 11*)		
2352-0	EQUESTRIAN FACILTY SUPV	2782	\$ 59,696	--	\$ 84,961
3746-0	EQUIP REPAIR SUPVR				\$3621.60/BW
3746-6	EQUIP REPAIR SUPVR				\$3936.80/BW
3527-6	EQUIPMENT SUPERVISOR	3442 (7)	\$ 91,768	--	\$ 105,089
3527-0	EQUIPMNT SUPERVISOR	3168 (7)	\$ 84,460	--	\$ 96,758
3527-H	EQUIPMNT SUPERVISOR - HARBOR	3251	\$ 69,739	--	\$ 99,222
3169-1	EVENT SUPERVISOR I	2326	\$ 49,903	--	\$ 71,034
3169-2	EVENT SUPERVISOR II	2535	\$ 54,392	--	\$ 77,381
3718-0	GEN AUTOMOTIVE SUPVR				\$4543.20/BW
3178-0	HEAD CUSTODIAN SUPVR	2094	\$ 44,934	--	\$ 63,914
3178-A	HEAD CUSTODIAN SUPVR - AIRPORT	2219	\$ 47,606	--	\$ 67,756
3749-1	HELICOPTER MECH SUPV I				\$4141.60/BW
3749-2	HELICOPTER MECH SUPV II	3954	\$ 84,835	--	\$ 120,686
3126-0	LABOR SUPERVISOR	2130	\$ 45,706	--	\$ 65,020
3126-6	LABOR SUPERVISOR	2313	\$ 49,632	--	\$ 70,616
4280-1	LOT CLEANING SUPVR I	3152 (7)	\$ 84,042	--	\$ 96,236
4280-2	LOT CLEANING SUPVR II	3343 (7)	\$ 89,095	--	\$ 102,041
3766-0	MACHINIST SUPERVISOR				\$3695.20/BW
3766-H	MACHINIST SUPERVISOR - HARBOR	3741	\$ 80,263	--	\$ 114,214
3766-1	MACHINIST SUPVR I				\$3293.60/BW
3766-2	MACHINIST SUPVR II				\$3695.20/BW
3198-0	MUNICIPAL POLICE LIEUTENANT	4042	\$ 86,715	--	\$ 123,380
3185-0	MUNICIPAL POLICE SERGEANT	3423	\$ 73,435	--	\$ 104,504
3145-0	PARK MAINT SUPVR	2386	\$ 51,198	--	\$ 72,809
3145-0	PARK MAINT SUPVR	2386	\$ 51,198	--	\$ 72,809
3145-6	PARK MAINT SUPVR	2452	\$ 52,597	--	\$ 74,834
3145-A	PARK MAINT SUPVR/AP	2386	\$ 51,198	--	\$ 72,809
3757-1	PARKG MTR TECH SPV I	2452	\$ 52,597	--	\$ 74,834
3757-2	PARKG MTR TECH SPV II	2646	\$ 56,773	--	\$ 80,785
9170-1	PARKING MANAGER I	3264	\$ 70,032	--	\$ 99,639
9170-2	PARKING MANAGER II	3777	\$ 81,035	--	\$ 115,320

* Step 1 is reserved for agreed upon trainee classifications.

Appendix B

MOU 12

Operative on December 13, 2015

CLASS CODE	TITLE	RANGE #	SALARY RANGE/RATE (RANGE STEPS 2 - 11*)		
3537-0	PARKING SERVICES SUPV	2259	\$ 48,462	--	\$ 68,925
3710-1	POLICE FLT SVCS SUPV I				\$3062.40/BW
3710-2	POLICE FLT SVCS SUPV II				\$3621.60/BW
3128-0	PORT MAINTENANCE SUPV	1987	\$ 42,637	--	\$ 60,656
4312-0	PR ANIMAL KEEPER	2478	\$ 53,160	--	\$ 75,648
3215-0	PR DETENTION OFCR	2777	\$ 59,571	--	\$ 84,752
3210-0	PR PROPERTY OFFICER	2700	\$ 57,921	--	\$ 82,413
3200-0	PR SECURITY OFFICER	2315	\$ 49,674	--	\$ 70,658
1839-0	PR STOREKEEPER	3255	\$ 69,844	--	\$ 99,347
1496-0	PRINTING SVCS SUPT	3351	\$ 71,890	--	\$ 102,291
4101-0	REF COLL SUPERVISOR	3376	\$ 72,433	--	\$ 103,085
4100-0	REF CREW FIELD INSTR	2838	\$ 60,886	--	\$ 86,631
4102-0	SOLID RESOURCE SUPT	4112	\$ 88,218	--	\$ 125,551
4108-1	SOLID WSTE DISP SUPT I	3763	\$ 80,722	--	\$ 114,903
4108-2	SOLID WSTE DISP SUPT II	4112	\$ 88,218	--	\$ 125,551
4316-1	SR ANIMAL CNTRL OFCR I	2376	\$ 50,968	--	\$ 72,537
4316-2	SR ANIMAL CNTRL OFCR II	2622	\$ 56,251	--	\$ 80,033
4305-0	SR ANIMAL KEEPER	2282	\$ 48,964	--	\$ 69,656
4113-0	W/WTR COLL SUPERVISOR	3376	\$ 72,433	--	\$ 103,085
3716-0	SR AUTOMOTIVE SUPVR				\$3951.20/BW
3716-6	SR AUTOMOTIVE SUPVR				\$4286.40/BW
3212-0	SR DETENTION OFFICER	2410	\$ 51,699	--	\$ 73,560
3533-0	SR GARAGE ATTENDANT	1887	\$ 40,486	--	\$ 57,608
1967-1	SR PARK RANGER I	2716	\$ 58,276	--	\$ 82,914
1967-2	SR PARK RANGER II	3005	\$ 64,477	--	\$ 91,747
3529-1	SR PARKG ATTENDANT I	1692	\$ 36,310	--	\$ 51,657
3529-2	SR PARKG ATTENDANT II	1893	\$ 40,612	--	\$ 57,775
3209-0	SR PROPERTY OFFICER	2402	\$ 51,532	--	\$ 73,310
3184-0	SR SECURITY OFFICER	2076	\$ 44,537	--	\$ 63,371
1837-0	SR STOREKEEPER	2448	\$ 52,513	--	\$ 74,730
1837-M	SR STOREKEEPER	2652	\$ 56,898	--	\$ 80,973

* Step 1 is reserved for agreed upon trainee classifications.

Appendix B

MOU 12

Operative on December 13, 2015

CLASS CODE	TITLE	RANGE #	SALARY RANGE/RATE (RANGE STEPS 2 - 11*)		
3429-0	SR TRAFFIC PNT SIGN SPV	2831	\$ 60,740	--	\$ 86,443
3218-1	SR TRAFFIC SUPV I	2452	\$ 52,597	--	\$ 74,834
3218-2	SR TRAFFIC SUPV II	2751	\$ 59,028	--	\$ 83,958
3218-3	SR TRAFFIC SUPV III	3085	\$ 66,190	--	\$ 94,190
4152-1	ST SVCS SUPVR I	3152 (7)	\$ 84,042	--	\$ 96,236
4152-2	ST SVCS SUPVR II	3343 (7)	\$ 89,095	--	\$ 102,041
1866-0	STORES SUPERVISOR	3873	\$ 83,102	--	\$ 118,223
3732-0	TIRE REPAIRER SUPVR	2076 (6)	\$ 52,409	--	\$ 63,371
3732-6	TIRE REPAIRER SUPVR	2245 (6)	\$ 56,689	--	\$ 68,528
3430-1	TRAF MARK/SIGN SUPT I	2635	\$ 56,522	--	\$ 80,472
3430-2	TRAF MARK/SIGN SUPT II	3149	\$ 67,568	--	\$ 96,132
3430-3	TRAF MARK/SIGN SUPT III	3616	\$ 77,569	--	\$ 110,413
3117-1	TREE SURGEON SUPVSR I	2760	\$ 59,216	--	\$ 84,251
3117-2	TREE SURGEON SUPVSR II	3291	\$ 70,616	--	\$ 100,475
3798-0	WELDER SUPERVISOR				\$3695.20/BW
3177-0	WINDOW CLEANER SUPVR	2076	\$ 44,537	--	\$ 63,371
3177-A	WINDOW CLEANER SUPVR - AIRPORT	2270	\$ 48,692	--	\$ 69,301

* Step 1 is reserved for agreed upon trainee classifications.

Appendix C

MOU 12

Operative on June 25, 2017

CLASS CODE	TITLE	RANGE #	SALARY RANGE/RATE (RANGE STEPS 2 - 11*)			
3336-1	AIRPORTS MTCE SUPVR I	3132	\$ 67,192	--	\$ 95,630	
3336-2	AIRPORTS MTCE SUPVR II	3305	\$ 70,908	--	\$ 100,892	
3336-3	AIRPORTS MTCE SUPVR III	3400	\$ 72,955	--	\$ 103,815	
4313-0	ANIMAL CARE TECH SUPV	2162	\$ 46,374	--	\$ 66,002	
4145-0	ASPHALT PLANT SUPVR	3392	\$ 72,767	--	\$ 103,565	
3706-F	AUTO BODY REPR SUPVR I				\$3088.20/BW	
3706-G	AUTO BODY REPR SUPVR I				\$3351.20/BW	
3706-2	AUTO BODY REPR SUPVR II				\$3479.60/BW	
3706-M	AUTO BODY REPR SUPVR II				\$3797.80/BW	
3595-1	AUTOMOTIVE DISPATCHR I	1910	\$ 40,987	--	\$ 58,276	
3595-2	AUTOMOTIVE DISPATCHR II	2292	\$ 49,172	--	\$ 69,969	
3714-0	AUTOMOTIVE SUPERVISOR				\$3581.80/BW	
3714-0	AUTOMOTIVE SUPERVISOR				\$3581.80/BW	
3714-6	AUTOMOTIVE SUPERVISOR				\$3797.80/BW	
3714-A	AUTOMOTIVE SUPERVISOR - AIRPORT				\$3581.80/BW	
3338-0	BUILD REPAIRER SUPVR	3400 (6)	\$ 85,838	--	\$ 103,815	
3589-0	BUS OPERATOR SUPVR	2574	\$ 55,228	--	\$ 78,592	
3140-0	CAMP MANAGER	2162	\$ 46,374	--	\$ 66,002	
3182-A	CH CUSTODIAN SUPVR	2594	\$ 55,645	--	\$ 79,198	
3182-1	CH CUSTODIAN SUPVR I	2350	\$ 50,425	--	\$ 71,723	
3182-2	CH CUSTODIAN SUPVR II	2494	\$ 53,515	--	\$ 76,149	
3187-1	CH SECURITY OFFICER I	2599	\$ 55,750	--	\$ 79,365	
3187-2	CH SECURITY OFFICER II	2804	\$ 60,155	--	\$ 85,566	
3800-1	COMMUN CABLE SUPV I	2925 (6)	\$ 73,853	--	\$ 89,304	
3800-2	COMMUN CABLE SUPV II	3112 (6)	\$ 78,571	--	\$ 95,004	
3800-3	COMMUN CABLE SUPV III	3293 (6)	\$ 83,165	--	\$ 100,537	
3543-0	CONSTR EQUIP SERV SUPVR	2162	\$ 46,374	--	\$ 66,002	
3176-0	CUSTODIAN SUPERVISOR	1929	\$ 41,384	--	\$ 58,923	
3176-A	CUSTODIAN SUPERVISOR	1929	\$ 41,384	--	\$ 58,923	
4320-0	DISTR SUPV ANIMAL REG	3586	\$ 76,943	--	\$ 109,453	
3814-0	ELECTRCL CONDUIT SUPV	2350 (6)	\$ 59,320	--	\$ 71,723	

* Step 1 is reserved for agreed upon trainee classifications.

Appendix C

MOU 12

Operative on June 25, 2017

CLASS CODE	TITLE	RANGE #	SALARY RANGE/RATE (RANGE STEPS 2 - 11*)		
2352-0	EQUESTRIAN FACILTY SUPV	2825	\$ 60,615	--	\$ 86,255
3746-0	EQUIP REPAIR SUPVR				\$3676.00/BW
3746-6	EQUIP REPAIR SUPVR				\$3996.00/BW
3527-6	EQUIPMENT SUPERVISOR	3494 (7)	\$ 93,125	--	\$ 106,676
3527-0	EQUIPMNT SUPERVISOR	3219 (7)	\$ 85,775	--	\$ 98,220
3527-H	EQUIPMNT SUPERVISOR - HARBOR	3300	\$ 70,804	--	\$ 100,746
3169-1	EVENT SUPERVISOR I	2361	\$ 50,655	--	\$ 72,099
3169-2	EVENT SUPERVISOR II	2574	\$ 55,228	--	\$ 78,592
3718-0	GEN AUTOMOTIVE SUPVR				\$4611.40/BW
3178-0	HEAD CUSTODIAN SUPVR	2126	\$ 45,602	--	\$ 64,916
3178-A	HEAD CUSTODIAN SUPVR - AIRPORT	2252	\$ 48,316	--	\$ 68,779
3749-1	HELICOPTER MECH SUPV I				\$4203.80/BW
3749-2	HELICOPTER MECH SUPV II	4014	\$ 86,109	--	\$ 122,524
3126-0	LABOR SUPERVISOR	2162	\$ 46,374	--	\$ 66,002
3126-6	LABOR SUPERVISOR	2348	\$ 50,383	--	\$ 71,681
4280-1	LOT CLEANING SUPVR I	3200 (7)	\$ 85,274	--	\$ 97,677
4280-2	LOT CLEANING SUPVR II	3392 (7)	\$ 90,431	--	\$ 103,565
3766-0	MACHINIST SUPERVISOR				\$3750.80/BW
3766-H	MACHINIST SUPERVISOR - HARBOR	3797	\$ 81,453	--	\$ 115,926
3766-1	MACHINIST SUPVR I				\$3343.00/BW
3766-2	MACHINIST SUPVR II				\$3750.80/BW
3198-0	MUNICIPAL POLICE LIEUTENANT	4103	\$ 88,030	--	\$ 125,259
3185-0	MUNICIPAL POLICE SERGEANT	3474	\$ 74,542	--	\$ 106,070
3145-0	PARK MAINT SUPVR	2421	\$ 51,949	--	\$ 73,915
3145-0	PARK MAINT SUPVR	2421	\$ 51,949	--	\$ 73,915
3145-6	PARK MAINT SUPVR	2489	\$ 53,390	--	\$ 75,982
3145-A	PARK MAINT SUPVR/AP	2421	\$ 51,949	--	\$ 73,915
3757-1	PARKG MTR TECH SPV I	2489	\$ 53,390	--	\$ 75,982
3757-2	PARKG MTR TECH SPV II	2687	\$ 57,650	--	\$ 81,996
9170-1	PARKING MANAGER I	3314	\$ 71,096	--	\$ 101,164
9170-2	PARKING MANAGER II	3834	\$ 82,246	--	\$ 117,053

* Step 1 is reserved for agreed upon trainee classifications.

Appendix C

MOU 12

Operative on June 25, 2017

CLASS CODE	TITLE	RANGE #	SALARY RANGE/RATE (RANGE STEPS 2 - 11*)		
3537-0	PARKING SERVICES SUPV	2292	\$ 49,172	--	\$ 69,969
3710-1	POLICE FLT SVCS SUPV I				\$3108.40/BW
3710-2	POLICE FLT SVCS SUPV II				\$3676.00/BW
3128-0	PORT MAINTENANCE SUPV	2018	\$ 43,284	--	\$ 61,617
4312-0	PR ANIMAL KEEPER	2516	\$ 53,975	--	\$ 76,776
3215-0	PR DETENTION OFCR	2818	\$ 60,448	--	\$ 86,026
3210-0	PR PROPERTY OFFICER	2740	\$ 58,777	--	\$ 83,645
3200-0	PR SECURITY OFFICER	2350	\$ 50,425	--	\$ 71,723
1839-0	PR STOREKEEPER	3303	\$ 70,867	--	\$ 100,830
1496-0	PRINTING SVCS SUPT	3400	\$ 72,955	--	\$ 103,815
4101-0	REF COLL SUPERVISOR	3427	\$ 73,518	--	\$ 104,630
4100-0	REF CREW FIELD INSTR	2880	\$ 61,784	--	\$ 87,947
4102-0	SOLID RESOURCE SUPT	4175	\$ 89,575	--	\$ 127,431
4108-1	SOLID WSTE DISP SUPT I	3821	\$ 81,975	--	\$ 116,636
4108-2	SOLID WSTE DISP SUPT II	4175	\$ 89,575	--	\$ 127,431
4316-1	SR ANIMAL CNTRL OFCR I	2413	\$ 51,762	--	\$ 73,644
4316-2	SR ANIMAL CNTRL OFCR II	2661	\$ 57,086	--	\$ 81,223
3117-2	TREE SURGEON SUPVSR II	3341	\$ 71,681	--	\$ 101,978
4305-0	SR ANIMAL KEEPER	2317	\$ 49,715	--	\$ 70,700
3716-0	SR AUTOMOTIVE SUPVR				\$4010.60/BW
3716-6	SR AUTOMOTIVE SUPVR				\$4350.80/BW
3212-0	SR DETENTION OFFICER	2447	\$ 52,492	--	\$ 74,688
3533-0	SR GARAGE ATTENDANT	1914	\$ 41,071	--	\$ 58,464
1967-1	SR PARK RANGER I	2757	\$ 59,153	--	\$ 84,167
1967-2	SR PARK RANGER II	3050	\$ 65,438	--	\$ 93,125
3529-1	SR PARKG ATTENDANT I	1716	\$ 36,811	--	\$ 52,430
3529-2	SR PARKG ATTENDANT II	1922	\$ 41,238	--	\$ 58,652
3209-0	SR PROPERTY OFFICER	2438	\$ 52,304	--	\$ 74,437
3184-0	SR SECURITY OFFICER	2108	\$ 45,226	--	\$ 64,352
1837-0	SR STOREKEEPER	2485	\$ 53,307	--	\$ 75,857
1837-M	SR STOREKEEPER	2693	\$ 57,775	--	\$ 82,225

* Step 1 is reserved for agreed upon trainee classifications.

Appendix C

MOU 12

Operative on June 25, 2017

CLASS CODE	TITLE	RANGE #	SALARY RANGE/RATE (RANGE STEPS 2 - 11*)			
3429-0	SR TRAFFIC PNT SIGN SPV	2874	\$ 61,659	--	\$ 87,738	
3218-1	SR TRAFFIC SUPV I	2489	\$ 53,390	--	\$ 75,982	
3218-2	SR TRAFFIC SUPV II	2792	\$ 59,905	--	\$ 85,232	
3218-3	SR TRAFFIC SUPV III	3132	\$ 67,192	--	\$ 95,630	
4152-1	ST SVCS SUPVR I	3200 (7)	\$ 85,274	--	\$ 97,677	
4152-2	ST SVCS SUPVR II	3392 (7)	\$ 90,431	--	\$ 103,565	
1866-0	STORES SUPERVISOR	3933	\$ 84,376	--	\$ 120,039	
3732-0	TIRE REPAIRER SUPVR	2108 (6)	\$ 53,223	--	\$ 64,352	
3732-6	TIRE REPAIRER SUPVR	2278 (6)	\$ 57,524	--	\$ 69,551	
3430-1	TRAF MARK/SIGN SUPT I	2676	\$ 57,420	--	\$ 81,703	
3430-2	TRAF MARK/SIGN SUPT II	3196	\$ 68,570	--	\$ 97,572	
3430-3	TRAF MARK/SIGN SUPT III	3672	\$ 78,780	--	\$ 112,105	
3117-1	TREE SURGEON SUPVSR I	2802	\$ 60,114	--	\$ 85,524	
4113-0	W/WTR COLL SUPERVISOR	3427	\$ 73,518	--	\$ 104,630	
3798-0	WELDER SUPERVISOR				\$3750.80/BW	
3177-0	WINDOW CLEANER SUPVR	2305	\$ 49,444	--	\$ 70,386	
3177-A	WINDOW CLEANER SUPVR - AIRPORT	2304	\$ 49,423	--	\$ 70,324	

* Step 1 is reserved for agreed upon trainee classifications.

Appendix D

MOU 12

Operative on January 7, 2018

CLASS CODE	TITLE	RANGE #	SALARY RANGE/RATE (RANGE STEPS 2 - 11*)		
3336-1	AIRPORTS MTCE SUPVR I	3101	\$ 66,524	--	\$ 97,322
3336-2	AIRPORTS MTCE SUPVR II	3271	\$ 70,178	--	\$ 102,625
3336-3	AIRPORTS MTCE SUPVR III	3369	\$ 72,287	--	\$ 105,632
4313-0	ANIMAL CARE TECH SUPV	2142	\$ 45,957	--	\$ 67,171
4145-0	ASPHALT PLANT SUPVR	3358	\$ 72,036	--	\$ 105,340
3706-F	AUTO BODY REPR SUPVR I				\$3142.20/BW
3706-G	AUTO BODY REPR SUPVR I				\$3409.80/BW
3706-2	AUTO BODY REPR SUPVR II				\$3540.40/BW
3706-M	AUTO BODY REPR SUPVR II				\$3864.20/BW
3595-1	AUTOMOTIVE DISPATCHR I	1891	\$ 40,570	--	\$ 59,278
3595-2	AUTOMOTIVE DISPATCHR II	2270	\$ 48,692	--	\$ 71,201
3714-0	AUTOMOTIVE SUPERVISOR				\$3644.40/BW
3714-0	AUTOMOTIVE SUPERVISOR				\$3644.40/BW
3714-6	AUTOMOTIVE SUPERVISOR				\$3864.20/BW
3714-A	AUTOMOTIVE SUPERVISOR - AIRPORT				\$3644.60/BW
3338-0	BUILD REPAIRER SUPVR	3369 (6)	\$ 85,044	--	\$ 105,632
3589-0	BUS OPERATOR SUPVR	2550	\$ 54,706	--	\$ 79,950
3140-0	CAMP MANAGER	2142	\$ 45,957	--	\$ 67,171
3182-A	CH CUSTODIAN SUPVR	2569	\$ 55,123	--	\$ 80,576
3182-1	CH CUSTODIAN SUPVR I	2325	\$ 49,882	--	\$ 72,976
3182-2	CH CUSTODIAN SUPVR II	2470	\$ 52,993	--	\$ 77,465
3187-1	CH SECURITY OFFICER I	2574	\$ 55,228	--	\$ 80,764
3187-2	CH SECURITY OFFICER II	2776	\$ 59,550	--	\$ 87,070
3800-1	COMMUN CABLE SUPV I	2897 (6)	\$ 73,164	--	\$ 90,912
3800-2	COMMUN CABLE SUPV II	3082 (6)	\$ 77,820	--	\$ 96,654
3800-3	COMMUN CABLE SUPV III	3260 (6)	\$ 82,330	--	\$ 102,270
3543-0	CONSTR EQUIP SERV SUPVR	2142	\$ 45,957	--	\$ 67,171
3176-0	CUSTODIAN SUPERVISOR	1911	\$ 41,008	--	\$ 59,967
3176-A	CUSTODIAN SUPERVISOR	1911	\$ 41,008	--	\$ 59,967
4320-0	DISTR SUPV ANIMAL REG	3548	\$ 76,128	--	\$ 111,332
3814-0	ELECTRCL CONDUIT SUPV	2325 (6)	\$ 58,715	--	\$ 72,976

* Step 1 is reserved for agreed upon trainee classifications.

Appendix D

MOU 12

Operative on January 7, 2018

CLASS CODE	TITLE	RANGE #	SALARY RANGE/RATE (RANGE STEPS 2 - 11*)		
2352-0	EQUESTRIAN FACILITY SUPV	2797	\$ 60,009	--	\$ 87,780
3746-0	EQUIP REPAIR SUPVR				\$3740.40/BW
3746-6	EQUIP REPAIR SUPVR				\$4066.00/BW
3527-6	EQUIPMENT SUPERVISOR	3459 (7)	\$ 92,206	--	\$ 108,513
3527-0	EQUIPMNT SUPERVISOR	3269	\$ 70,136	--	\$ 102,479
3527-H	EQUIPMNT SUPERVISOR - HARBOR	3185 (7)	\$ 84,919	--	\$ 99,932
3169-1	EVENT SUPERVISOR I	2340	\$ 50,196	--	\$ 73,372
3169-2	EVENT SUPERVISOR II	2550	\$ 54,706	--	\$ 79,950
3718-0	GEN AUTOMOTIVE SUPVR				\$4692.00/BW
3178-0	HEAD CUSTODIAN SUPVR	2105	\$ 45,163	--	\$ 66,043
3178-A	HEAD CUSTODIAN SUPVR - AIRPORT	2231	\$ 47,857	--	\$ 69,969
3749-1	HELICOPTER MECH SUPV I				\$4277.40/BW
3749-2	HELICOPTER MECH SUPV II	3973	\$ 85,232	--	\$ 124,654
3126-0	LABOR SUPERVISOR	2142	\$ 45,957	--	\$ 67,171
3126-6	LABOR SUPERVISOR	2325	\$ 49,882	--	\$ 72,976
4280-1	LOT CLEANING SUPVR I	3168 (7)	\$ 84,460	--	\$ 99,410
4280-2	LOT CLEANING SUPVR II	3358 (7)	\$ 89,513	--	\$ 105,340
3766-0	MACHINIST SUPERVISOR				\$3816.40/BW
3766-H	MACHINIST SUPERVISOR - HARBOR	3760	\$ 80,659	--	\$ 117,930
3766-1	MACHINIST SUPVR I				\$3401.60/BW
3766-2	MACHINIST SUPVR II				\$3816.40/BW
3198-0	MUNICIPAL POLICE LIEUTENANT	4063	\$ 87,174	--	\$ 127,472
3185-0	MUNICIPAL POLICE SERGEANT	3440	\$ 73,811	--	\$ 107,929
3145-0	PARK MAINT SUPVR	2398	\$ 51,448	--	\$ 75,189
3145-0	PARK MAINT SUPVR	2398	\$ 51,448	--	\$ 75,189
3145-6	PARK MAINT SUPVR	2465	\$ 52,889	--	\$ 77,298
3145-A	PARK MAINT SUPVR/AP	2398	\$ 51,448	--	\$ 75,189
3757-1	PARKG MTR TECH SPV I	2465	\$ 52,889	--	\$ 77,298
3757-2	PARKG MTR TECH SPV II	2660	\$ 57,065	--	\$ 83,436
9170-1	PARKING MANAGER I	3281	\$ 70,386	--	\$ 102,897
9170-2	PARKING MANAGER II	3795	\$ 81,411	--	\$ 119,058

* Step 1 is reserved for agreed upon trainee classifications.

Appendix D

MOU 12

Operative on January 7, 2018

CLASS CODE	TITLE	RANGE #	SALARY RANGE/RATE (RANGE STEPS 2 - 11*)		
3537-0	PARKING SERVICES SUPV	2270	\$ 48,692	--	\$ 71,201
3710-1	POLICE FLT SVCS SUPV I				\$3162.80/BW
3710-2	POLICE FLT SVCS SUPV II				\$3740.40/BW
3128-0	PORT MAINTENANCE SUPV	2000	\$ 42,908	--	\$ 62,724
4312-0	PR ANIMAL KEEPER	2490	\$ 53,411	--	\$ 78,112
3215-0	PR DETENTION OFCR	2791	\$ 59,884	--	\$ 87,508
3210-0	PR PROPERTY OFFICER	2713	\$ 58,213	--	\$ 85,086
3200-0	PR SECURITY OFFICER	2325	\$ 49,882	--	\$ 72,976
1839-0	PR STOREKEEPER	3271	\$ 70,178	--	\$ 102,625
1496-0	PRINTING SVCS SUPT	3369	\$ 72,287	--	\$ 105,632
4101-0	REF COLL SUPERVISOR	3369	\$ 72,287	--	\$ 105,632
4100-0	REF CREW FIELD INSTR	2852	\$ 61,178	--	\$ 89,471
4102-0	SOLID RESOURCE SUPT	4134	\$ 88,698	--	\$ 129,623
4108-1	SOLID WSTE DISP SUPT I	3783	\$ 81,161	--	\$ 118,661
4108-2	SOLID WSTE DISP SUPT II	4134	\$ 88,698	--	\$ 129,623
4316-1	SR ANIMAL CNTRL OFCR I	2389	\$ 51,260	--	\$ 74,917
4316-2	SR ANIMAL CNTRL OFCR II	2634	\$ 56,501	--	\$ 82,622
3117-2	TREE SURGEON SUPVSR II	3307	\$ 70,950	--	\$ 103,732
4305-0	SR ANIMAL KEEPER	2293	\$ 49,193	--	\$ 71,932
3716-0	SR AUTOMOTIVE SUPVR				\$4080.80/BW
3716-6	SR AUTOMOTIVE SUPVR				\$4427.00/BW
3212-0	SR DETENTION OFFICER	2422	\$ 51,970	--	\$ 75,982
3533-0	SR GARAGE ATTENDANT	1896	\$ 40,674	--	\$ 59,466
1967-1	SR PARK RANGER I	2730	\$ 58,568	--	\$ 85,650
1967-2	SR PARK RANGER II	3021	\$ 64,812	--	\$ 94,733
3529-1	SR PARKG ATTENDANT I	1700	\$ 36,477	--	\$ 53,328
3529-2	SR PARKG ATTENDANT II	1902	\$ 40,800	--	\$ 59,654
3209-0	SR PROPERTY OFFICER	2415	\$ 51,803	--	\$ 75,732
3184-0	SR SECURITY OFFICER	2086	\$ 44,746	--	\$ 65,459
1837-0	SR STOREKEEPER	2461	\$ 52,806	--	\$ 77,172
1837-M	SR STOREKEEPER	2666	\$ 57,190	--	\$ 83,645

* Step 1 is reserved for agreed upon trainee classifications.

Appendix D

MOU 12

Operative on January 7, 2018

CLASS CODE	TITLE	RANGE #	SALARY RANGE/RATE (RANGE STEPS 2 - 11*)		
3429-0	SR TRAFFIC PNT SIGN SPV	2846	\$ 61,053	--	\$ 89,283
3218-1	SR TRAFFIC SUPV I	2465	\$ 52,889	--	\$ 77,298
3218-2	SR TRAFFIC SUPV II	2765	\$ 59,320	--	\$ 86,715
3218-3	SR TRAFFIC SUPV III	3101	\$ 66,524	--	\$ 97,322
4152-1	ST SVCS SUPVR I	3168 (7)	\$ 84,460	--	\$ 99,410
4152-2	ST SVCS SUPVR II	3358 (7)	\$ 89,513	--	\$ 105,340
1866-0	STORES SUPERVISOR	3892	\$ 83,499	--	\$ 122,106
3732-0	TIRE REPAIRER SUPVR	2086 (6)	\$ 52,680	--	\$ 65,459
3732-6	TIRE REPAIRER SUPVR	2257 (6)	\$ 56,982	--	\$ 70,783
3430-1	TRAF MARK/SIGN SUPT I	2649	\$ 56,835	--	\$ 83,144
3430-2	TRAF MARK/SIGN SUPT II	3166	\$ 67,923	--	\$ 99,305
3430-3	TRAF MARK/SIGN SUPT III	3636	\$ 78,008	--	\$ 114,067
3117-1	TREE SURGEON SUPVSR I	2774	\$ 59,508	--	\$ 87,007
4113-0	W/WTR COLL SUPERVISOR	3369	\$ 72,287	--	\$ 105,632
3798-0	WELDER SUPERVISOR				\$3816.40/BW
3177-0	WINDOW CLEANER SUPVR	2086	\$ 44,746	--	\$ 65,459
3177-A	WINDOW CLEANER SUPVR - AIRPORT	2248	\$ 48,233	--	\$ 70,491

* Step 1 is reserved for agreed upon trainee classifications.

SALARY NOTES

- A. One Park Maintenance Supervisor, Code 3145, when regularly assigned overall responsibility for the care and maintenance of the horses and equipment used in the park ranger program and the training of personnel assigned to the mounted patrol function in proper horsemanship techniques shall receive pensionable salary at the first premium level rate above the appropriate step rate of the salary range prescribed for the class.
- B. Employees in the class of Park Maintenance Supervisor, Code 3145, in the Department of Recreation and Parks, who are regularly assigned to supervise the maintenance of 18 holes of golf shall receive pensionable compensation at the first premium level above the appropriate step rate of the salary range prescribed for the class.
- C. Employees in the class of Lot Cleaning Supervisor I, Code 4280-1, or in the class of Street Maintenance Supervisor I, Code 4152-1, who are regularly assigned to personally supervise a crew or crews engaged in machine or hand removal for which they receive premium compensation, shall receive pensionable compensation at the second premium level above the appropriate step rate of the salary range prescribed for the class.
- D. Employees in the class of Lot Cleaning Supervisor II, Code 4280-2, who are regularly assigned to supervise crews who are engaged in machine or hand removal for which they receive premium compensation, shall receive pensionable compensation at the second premium level above the appropriate step rate of the salary range prescribed for the class.
- E. Employees in the class of Camp Manager, Code 3140, when assigned to Crowley Lake shall receive, for five (5) months, salary at the second premium level rate above the appropriate step rate of the salary range prescribed for the class.
- F. One (1) employee in the class of Equipment Repair Supervisor, Code 3746, in the Department of General Services, and one (1) employee in the same class in the Department of Airports, shall receive pensionable compensation of 5.5 percent above the biweekly rate prescribed for the class when regularly assigned to supervise employees who perform repairs and maintenance on man lift equipment. Temporary assignments to perform the above shall receive a non-pensionable 5.5 percent when assigned on a non-regular daily basis.
- G. One employee in the class of Equipment Repair Supervisor, Code 3746, and one employee in the class of Auto Body Repair Supervisor, Code 3706, in the Fire Department, shall receive non-pensionable compensation of 5.5 percent above the biweekly rate prescribed for the class for each day he/she is assigned to supervise employees who operate, maintain, or inspect extended or partially

extended fire ladders or other man lift equipment. This bonus is pensionable when regularly assigned.

- H. Employees in the class of Equipment Repair Supervisor, Code 3746, shall receive pensionable salary at the second premium level rate above the appropriate step rate of the salary range prescribed for the class when regularly supervising employees engaged in the maintenance and repair of motor sweepers. Those not regularly assigned shall receive non-pensionable salary at the second premium level rate above the appropriate step rate of the salary range for each day of such supervision.
- I. Employees in the class of Machinist Supervisor, Code 3766, and in the class of Welder Supervisor, Code 3798, who are assigned to wastewater treatment plants in the Bureau of Sanitation, shall receive, in addition to all other regular and premium compensation, a pensionable bonus of 8.25 percent above the appropriate biweekly rate prescribed for the class.
- J. Any employee in the class of Senior Traffic Supervisor, Code 3218, shall receive non-pensionable compensation at the second premium level above the appropriate step rate of the salary range prescribed for the class for any day on which the employee performs traffic monitoring and unit deployment duties from a helicopter in the air. This bonus is pensionable when regularly assigned.
- K. Employees in the class of Chief Custodian Supervisor, Code 3128 or Head Custodian Supervisor, Code 3178 in the Department of Airports when required to work more than fifty percent (50%) of their time in any one day between the hours of twelve midnight and 8:00 a.m., shall receive for each such day, salary at the third premium level rate above the appropriate step rate of the salary range prescribed for the class. The provisions of Section 61, Schedule A, Note "N" of the Los Angeles Administrative Code shall not apply concurrently with the provisions of this note. This bonus is pensionable when regularly assigned.
- L. One person in the class of Custodian Supervisor, Code 3176, in the Department of Airports, when regularly assigned additional duties involving directing and coordinating the work of graveyard shift custodial employees, shall receive pensionable salary at the third premium level rate above the appropriate step rate of the salary range prescribed for the class.
- M. Any person in the class of Airports Maintenance Supervisor I, Code 3336-1, shall receive the salary prescribed for the class but in no event less than the premium level rate above the appropriate step rate for the class which provides at least 2.75 percent but not more than 5.5 percent higher salary than the incumbent of the highest compensated class regularly and directly supervised. Said premium shall be pensionable.

- N. One employee in the class of Custodian Supervisor, Code 3176, in the Department of General Services, when regularly assigned to operate or supervise the operation of self-propelled floor-finishing machines, shall receive, in addition to all other regular or premium compensation, pensionable compensation at the appropriate step of the first premium level above the salary range prescribed for the class.
- O. Three employees in the class of Senior Traffic Supervisor I, Code 3218-1, when regularly assigned to conduct adjudication hearings in the parking citation Administrative Hearing Program shall receive pensionable compensation at their corresponding step of the salary range prescribed for the class of Management Analyst I, Code 9184-1, while so assigned.
- P. Any employee in the class of Principal Detention Officer, Code 3215, when regularly assigned as Watch Supervisor in an LAPD jail facility, shall receive pensionable compensation at the appropriate step of the second premium level rate above the salary range prescribed for the class.
- Q. Employees in the class of Municipal Police Sargent, Code 3185, and Municipal Police Lieutenant, Code 3198, who have successfully completed the educational and training requirements prescribed by the Commission on Peace Officers Standards and Training (POST) and been so certified, shall, upon presentation of the subject certificate to management, receive pensionable bonus compensation as follows:
1. For the full, basic POST certificate, the bonus shall be three percent (3%) of the appropriate step of the prescribed, regular biweekly salary;
 2. For the Intermediate POST certificate, the bonus shall be one percent (1%) of the appropriate step of the prescribed, regular biweekly salary;
 3. For the Advanced POST certificate, the bonus shall be two percent (2%) of the appropriate step of the prescribed, regular biweekly salary.
- R. Any employee in the class of Municipal Police Sergeant, Code 3185, in the Los Angeles Police Department, who, in the absence of a Municipal Police Lieutenant, is assigned to act as Watch Commander on the Day, Night or Morning shift, and who is so assigned for at least half of the prescribed hours of any such shift, shall receive non-pensionable compensation at the appropriate step of the salary range that is two premium levels above the salary range prescribed for the class of Municipal Police Sergeant, when so assigned. This bonus is pensionable when regularly assigned.
- S. Any employee in the class and pay grade of Tree Surgeon Supervisor I or II (Codes 3117-1 or 2,) who holds the credential of Certified Tree Worker in accordance with the standards of the International Society of Arboriculture (ISA)

shall receive, in addition to all other regular and premium compensation, salary at the appropriate step of the first premium level above the salary range prescribed for the class. Any employee in the class and pay grade of Tree Surgeon Supervisor I or II, (Codes 3117-1 or 2) who holds the credential of Certified Arborist in accordance with ISA standards shall receive, in addition to all other regular and premium compensation, pensionable salary at the appropriate step of the second premium level above the salary range prescribed for the class.

- T. Effective November 10, 2001, any employee in the class of Park Maintenance Supervisor who is assigned to work weekend days (Saturday and Sunday) as part of the Park Restroom Enhancement Program (PREP), shall receive for each weekend day so assigned compensation at the appropriate step of the salary range that is two premium levels above the salary range prescribed for the class of Park Maintenance Supervisor.
- U. Employees in the classes of Senior Security Officer, Code 3184, and Principal Security Officer, Code 3200, who are regularly assigned to the Traffic Services Section at the Los Angeles International Airport, shall receive pensionable compensation at the appropriate step of the fifth premium level above the salary range prescribed for their respective class.
- V. Senior and Principal Security Officers (Codes 3184 and 3200, respectively) employed by Los Angeles World Airports at LAX who are assigned to Traffic on Day or PM shifts, shall receive a daily non-pensionable one-premium level bonus when in the field supervising Security Officers receiving a "noise bonus" for more than 50% of the work day. This bonus is pensionable when regularly assigned.
- W. Effective July 1, 2004, employees in the classification of Airport Maintenance Supervisor III, Code 3336-3, when regularly assigned to supervise an Airport Maintenance Supervisor II, Code 3336-2, shall receive a pensionable two-premium level bonus.
- X. Effective the first full pay period following City Council approval of the 2004-07 MOU, employees in the classification of Auto Body Repair Supervisor II, Code 3706, when regularly assigned to supervise a Sheet Metal Worker, Code 3775, shall be paid at a rate that is 5.5% above the rate of the class of Sheet Metal Worker. Said additional compensation shall be pensionable.
- Y. Effective the first full pay period following City Council approval of the 2004-07 MOU, employees in the classification of Automotive Supervisor, Code 3714, when regularly assigned to supervise a Heavy Duty Equipment Mechanic, Code 3743, shall be paid at a rate that is 5.5% above the rate of the class of Heavy Duty Equipment Mechanic. Said additional compensation shall be pensionable.

- Z. Effective July 1, 2004, Custodian Supervisors, Code 3176, when regularly assigned to supervise a Senior Custodial Services Attendant II, Code 3157, shall receive a two-premium level bonus. This bonus is pensionable when regularly assigned.
- AA. One Park Maintenance Supervisor, Code 3145, employed by the L.A. Zoo, when regularly assigned to directly supervise a Motor Sweeper Operator, Code 3585, shall receive a five-premium level pensionable bonus.
- BB. Employees in the classification of Tire Repair Supervisor, Code 3732, when regularly assigned to supervise a Truck Operator, Code 3583, shall receive a pensionable two-premium level bonus.
- CC. Employees in the classification of Window Cleaner Supervisor Airport, Code 3177-A, when regularly assigned to supervise a Senior Window Cleaner, Code 3174, shall receive a pensionable one premium level bonus.
- DD. Employees in any unit class, when regularly assigned, as defined in Section 4.75 of the Los Angeles Administrative Code, to perform maintenance, service or repair of motor sweepers or of sewage disposal facilities and equipment, or cleaning catch basins, or transporting sewage or catch basin debris more than 50% of a work day, shall receive, for each day so assigned, non-pensionable salary at the appropriate step of the second premium level above the salary range prescribed for the class. This bonus is pensionable when regularly assigned.
- EE. Employees regularly assigned to duties consisting of loading, unloading, handling or collecting household refuse or dead animals; or regularly assigned to perform duties consisting of operating equipment at refuse disposal sites or engaged in refuse disposal site maintenance activities; or regularly assigned to perform duties consisting of cleaning, servicing or repairing vehicles, containers or equipment used for loading, unloading, collecting or hauling dead animals or household refuse or when performing duties consisting of repairing or servicing construction equipment used on a refuse disposal site more than 50% of a work day, shall receive, for each day so assigned, salary at the appropriate step of the second premium level above the salary range prescribed for the class. This bonus is pensionable when regularly assigned.
- FF. One Senior Storekeeper, Code 1837, when regularly assigned to the Heliport at Van Nuys Airport shall receive a two level premium (5.5%) pensionable bonus.
- GG. Wastewater Collection Supervisors, Code 4113, shall receive a non-pensionable biweekly bonus of \$25.00 while maintaining a valid class B Commercial driver's license while in the classification.

- HH. Wastewater Collection Supervisors, Code 4113, shall receive a \$12.50 biweekly non –pensionable bonus for possessing a valid CWEA Grade II certification or a \$25.00 biweekly non-pensionable bonus for possessing a valid CWEA Grade III certification. An individual may receive additional compensation for one or the other, but shall not receive both bonuses simultaneously.
- II. Effective no sooner than December 13, 2015, Helicopter Mechanic Supervisors, Class Code 3749, who possess a current valid FAA inspection certification shall receive a pensionable biweekly bonus of \$125.00 biweekly in addition to any other base and premium pay. The certification must be presented to the employing department and the bonus will be effective as of the beginning of the first full pay period following presentation of the valid certificate to the employing department. There shall be no retroactive payment of this bonus.
- JJ. Effective December 13, 2015, Salary Appendix B reflects special salary adjustments for the classifications/pay grades shown below:
- Helicopter Mechanic Supervisor I (Code 3749-1) – Two premium levels (5.5%).
 - Helicopter Mechanic Supervisor II (Code 3749-2) – Three premium levels (8.25%).
 - Wastewater Collection Supervisor (Code 4113) – Salary adjustment to reflect parity with Refuse Collection Supervisor (Code 4101).

CONTINUING LETTER OF AGREEMENT

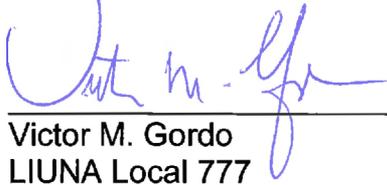
**SUPERVISORY BLUE COLLAR UNIT
MEMORANDUM OF UNDERSTANDING NO. 12**

CONTRIBUTIONS TO THE LIUNA PENSION FUND

The parties understand that the contribution to the LIUNA National (Industrial) Pension Fund (hereinafter "the Fund") provided in Article 2.8 of the Supervisory Blue Collar Memorandum of Understanding is an employer contribution as required by the Fund. It is also understood that the contribution is paid for by a permanent reduction in wages for unit members. This reduction is already reflected in the salary tables attached to the MOU and all previous MOUs since the City began making contributions to the LIUNA Pension Fund reflect the salary for all purposes including, but not limited to, base wages, overtime, contribution to LACERS and final average salary for retirement purposes. Finally, the union agrees that it will not advocate for, sponsor or fund legal action against the City related to the calculation or use of the salary tables attached to the MOU.

In consideration of the above, the parties agree that all full-time, active unit members as of July 1, 2004 shall receive a special \$1,000 payout from their employing department upon their retirement. In order to receive the special retirement payout, an employee must have been an active, bargaining unit member on July 1, 2004 and had continuous service as a bargaining unit member for a minimum of one year prior to his or her retirement.

FOR LIUNA:



Victor M. Gordo
LIUNA Local 777

12/4/15
Date

FOR THE CITY:



Miguel A. Santana
City Administrative Officer

12/3/15
Date

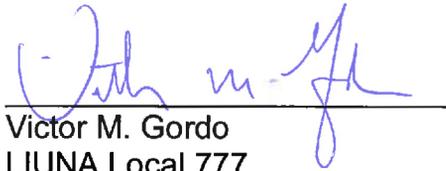
LETTER OF INTENT

**SUPERVISORY BLUE COLLAR UNIT
MEMORANDUM OF UNDERSTANDING NO. 12**

**SENIOR ANIMAL CONTROL OFFICER I AND II
ANIMAL CARE TECHNICIAN SUPERVISOR**

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

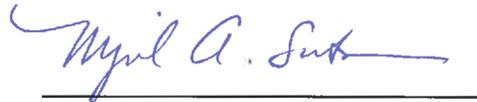
FOR LIUNA:



Victor M. Gordo
LIUNA Local 777

12/4/15
Date

FOR THE CITY:



Miguel A. Santana
City Administrative Officer

12/3/15
Date

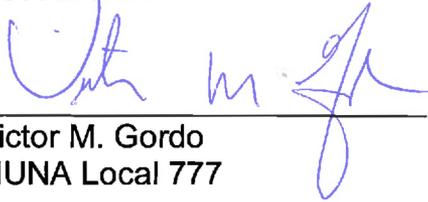
LETTER OF INTENT

**SUPERVISORY BLUE COLLAR UNIT
MEMORANDUM OF UNDERSTANDING NO. 12**

SENIOR AND PRINCIPAL DETENTION OFFICER

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

FOR LIUNA:



Victor M. Gordo
LIUNA Local 777

12/4/15
Date

FOR THE CITY:



Miguel A. Santana
City Administrative Officer

12/3/15
Date

LETTER OF INTENT

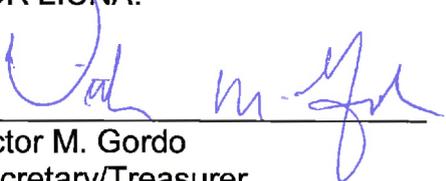
**SUPERVISORY BLUE COLLAR UNIT
MEMORANDUM OF UNDERSTANDING NO. 12
LOS ANGELES DEPARTMENT OF TRANSPORTATION
ISSUE IDENTIFICATION AND RESOLUTION**

The parties agree that by no later than April 17, 2016, issues will be identified and documented for discussion with the Los Angeles Department of Transportation management for the purpose of resolving working conditions and areas of concern to members of this bargaining unit.

Representatives of LIUNA Local 777 and a representative of the Office of the City Administrator will assist in the drafting of the correspondence and participate in any meetings if so requested.

The anticipated outcomes may involve change in department internal procedures and the potential reopening of specific areas of the current MOU during the term which will expire on June 30, 2018.

FOR LIUNA:



Victor M. Gordo
Secretary/Treasurer

12/4/15
Date

FOR THE CITY:



Miguel A. Santana
City Administrative Officer

12/3/15
Date

LETTER OF INTENT

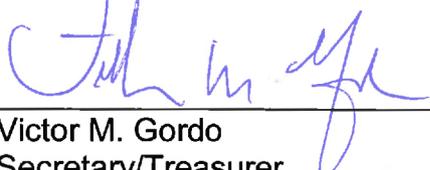
**SUPERVISORY BLUE COLLAR UNIT
MEMORANDUM OF UNDERSTANDING NO. 12
LOS ANGELES POLICE DEPARTMENT
ISSUE IDENTIFICATION AND RESOLUTION**

The parties agree that by no later than May 15, 2016, issues will be identified and documented for discussion with the Los Angeles Police Department management for the purpose of resolving working conditions and areas of concern to members of this bargaining unit.

Representatives of LIUNA Local 777 and a representative of the Office of the City Administrator will assist in the drafting of the correspondence and participate in any meetings if so requested.

The anticipated outcomes may involve change in department internal procedures and the potential reopening of specific areas of the current MOU during the term which will expire on June 30, 2018.

FOR LIUNA:



Victor M. Gordo
Secretary/Treasurer

12/4/15

Date

FOR THE CITY:



Miguel A. Santana
City Administrative Officer

12/3/15

Date

CONTINUED LETTER OF INTENT

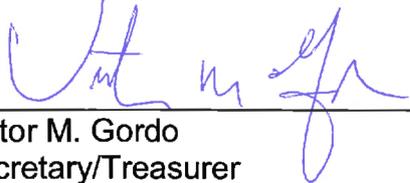
**SUPERVISORY BLUE COLLAR UNIT
MEMORANDUM OF UNDERSTANDING NO. 12**

**TREE SURGEON SUPERVISOR II POSITIONS
PUBLIC WORKS - BUREAU OF STREET SERVICES**

Effective upon implementation of the 2007-2012 Memorandum of Understanding, the undersigned parties agree as follows:

The Union accepts and acknowledges the right of Management in the Bureau of Street Services to assign Tree Surgeon Supervisor II incumbents to any Tree Surgeon Supervisor II position, in accordance with the City's Employee Relations Ordinance, in order to meet operational needs and to provide cross-training and enhanced promotional opportunities for employees in the Tree Surgeon Supervisor II classification and pay grade.

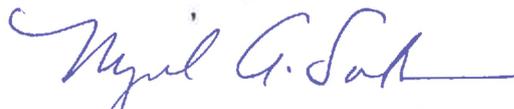
FOR LIUNA:



Victor M. Gordo
Secretary/Treasurer

Date: 12/4/15

FOR THE CITY:



Miguel A. Santana
City Administrative Officer

Date: 12/3/15