

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

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

BY AND BETWEEN THE

CITY OF LOS ANGELES

AND THE

**LOS ANGELES/ORANGE COUNTIES BUILDING AND CONSTRUCTION TRADES
COUNCIL, AFL-CIO (hereinafter - "Union")**

July 1, 2015 – June 30, 2018

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ARTICLE 1.0 GENERAL PROVISIONS

ARTICLE 1.1 RECOGNITION

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

This MOU is entered into by and between the City of Los Angeles, through its authorized management representative, the City Administrative Officer, on behalf of the Heads of Departments, Offices, or Bureaus represented herein (hereinafter "Management") and the authorized representatives of the Los Angeles/Orange Counties Building and Construction Trades Council, AFL-IO, (hereinafter "Union").

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

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

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

ARTICLE 1.2 IMPLEMENTATION OF MEMORANDUM OF UNDERSTANDING

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

- A. The Union has notified the City Administrative Officer (hereinafter - "CAO") in writing that it has approved this MOU in its entirety.

- B. The determining bodies and the heads of those departments, offices, or bureaus represented herein have acknowledge and approved this MOU in its entirety in the manner required by law, and they have taken such other actions as might be required to fully implement the provisions of this MOU.

- C. The Los Angeles City Council (hereinafter "City Council") has approved this MOU in its entirety.

Articles of this MOU that require resolutions, ordinances, or amendments to applicable codes by City Council will become operative on the effective date of said resolutions, ordinances, or amendments, unless otherwise specified.

ARTICLE 1.3 OBLIGATION TO SUPPORT

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

ARTICLE 1.4 FULL UNDERSTANDING

- A. This MOU sets forth the full and entire understanding of the parties regarding the matters set forth herein, and any other prior or existing understandings or agreements by the parties, whether formal or informal, regarding any such matters are hereby superseded or terminated in their entirety.
- B. The parties mutually understand and agree that this MOU may not be opened at any time during its term for any reason, except as specifically provided for herein or by mutual consent of the parties - to meet and confer in good faith sessions for the purpose of altering, waiving, modifying, or otherwise amending this MOU.

Notwithstanding the foregoing:

- C. No alteration, variation, waiver, modification or amendment of any of the Articles, terms, or provisions requiring approval of the City Council contained herein, shall in any manner be binding upon the Union or Management unless and until jointly recommended in writing to the City Council, and approved and implemented in accordance with the Implementation of Memorandum of Understanding article in this MOU.
- D. The waiver of any breach, term or condition - by any party to this MOU shall not constitute a precedent in the future enforcement of all its Articles, terms and provisions.

ARTICLE 1.5 TERM

The term of this MOU shall commence on the date when the terms and conditions for its effectiveness, in accordance with Article 1.2, Implementation of Memorandum of Understanding, are fully met, but in no event shall this MOU become effective prior to 12:01 a.m. on July 1, 2015. This MOU shall expire and otherwise be fully terminated at 11:59 p.m. on June 30, 2018. The MOU in effect on June 29, 2014, shall have remained in effect through June 30, 2015.

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

Notwithstanding the above, any provisions scheduled to sunset or containing an end date within the term or at the expiration of this MOU shall expire and be fully terminated on said sunset date or end date.

ARTICLE 1.6 CALENDAR FOR SUCCESSOR MEMORANDUM OF UNDERSTANDING

In the event either the Union or Management desires a successor MOU, said party shall serve upon the other during the period from April 1, 2018, through April 30, 2018, its written proposals for such successor MOU. Meet and confer sessions shall begin no later than thirty (30) calendar days following submittal of the proposals.

ARTICLE 1.7 CITY – UNION RELATIONSHIP

A. Continuity of Service to the Public

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

B. Mutual Pledge of Accord

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

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

C. No Strike - No Lockout

In consideration of the mutual desire of the parties to promote and ensure harmonious relations and in consideration of the Mutual Pledge of Accord, the City agrees that during the stated term of this MOU there shall be no lockout or the equivalent of members of the Union.

The Union and its members agree that there shall be no strike nor shall they advocate, encourage or participate in any work slowdowns or stoppages. They shall not encourage employees to abstain in whole or in part from the full, faithful and proper performance of their employment duties or to engage in any other concerted action resulting in the withholding of service during the term of this MOU.

Should such a strike or other concerted action by Union members occur, the Union shall immediately instruct its members to return to work.

It is mutually understood and agreed that the City has the absolute right to impose discipline and, in that regard, shall have the right to take disciplinary action, up to and including discharge, against any employee who participates in any manner in any strike or slowdown, withholding of services, picketing in support of a strike, or other concerted action resulting in the withholding of services. The curtailing of operations by the City in whole or in part for operational or economic reasons shall not be construed as a lockout.

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

ARTICLE 1.8 MANAGEMENT RIGHTS

Responsibility for management of the City and direction of its work force is vested in City officials and department heads whose powers and duties are specified by law. In order to fulfill this responsibility, it is the exclusive right of City management to determine the mission of its constituent departments, offices, bureaus and boards, set standards of services to be offered to the public, and exercise control and discretion over the City's organization and operations. It is also the exclusive right of City management to take disciplinary action for proper cause, relieve City employees from duty because of lack of work or other legitimate reasons and determine the methods,

means and personnel by which the City's operations are to be conducted and to take any necessary actions to maintain uninterrupted service to the community and carry out its mission in emergencies; provided, however, that the exercise of these rights does not preclude employees or their representatives from consulting or raising grievances about the practical consequences that decisions on these matters may have on wages, hours, and other terms and conditions of employment.

ARTICLE 1.9 INCLUSION OF NEW CLASSES

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

ARTICLE 1.10 PROVISIONS OF LAW AND SEPARABILITY

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

The parties agree to meet and confer regarding those articles, parts or provisions of this MOU that are in conflict or inconsistent with Federal, State and local laws, the Los Angeles City Charter, City ordinances, and any lawful rules and regulations enacted by the City's Civil Service Commission, the ERB, or similar independent City commissions of the City.

ARTICLE 2.0 UNION/EMPLOYEE RELATIONS

NON-DISCRIMINATION

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

by engaging in retaliation for having filed a discrimination complaint, for participating in a discrimination investigation or for opposing discrimination.

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

ARTICLE 2.1 UNIT INFORMATION

A. Management will provide the Union once within every two (2) full pay periods (30 calendar days), a list with the following information for each employee in this bargaining unit:

1. Unit employee name, in alphabetical order by last name
2. City identification number
3. Class Title
4. Class Code
5. Union Membership Status (member dues or agency shop fees)
6. Employing department, office, bureau and, if available, division
7. Employee home address as provided by employee to the City

B. All above information shall be provided to the Union electronically.

ARTICLE 2.2 BULLETIN BOARDS

A. Each department agrees to provide either a bulletin board(s) or space on a bulletin board at department work locations reasonably accessible to Union members that may be used by the Union for the following purposes:

1. Notices of Union meetings
2. Notices of elections and their results
3. Notices of Union recreational and social events
4. Notices and/or reports of official Union business
5. Any other written communication that has received prior approval from a department management representative to be posted at an authorized work location.

The Union agrees that all notices or other communications prior to being posted shall be identified with an official stamp or logo of the Union and shall be initialed by a Union Credentialed or authorized Union Representative. The Union shall provide the above communications to Management for posting at least twenty-four (24) hours prior to posting.

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

ARTICLE 2.3 EMPLOYMENT OPPORTUNITIES

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

Employees shall be granted reasonable time off with pay to the extent feasible without negative impact to department operations for the purpose of taking written or oral examinations when such examinations are given by the City and scheduled during the employee's normal working period. Approval of such time off with pay shall be granted provided employees give reasonable advance notice of at least five (5) business days to his/her supervisor. Such time off with pay shall include travel time.

ARTICLE 2.4 ACTIONS BY EMPLOYEE RELATIONS BOARD (ERB)

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

Employees attending ERB meetings or preparing for ERB appearances shall do so on their own time. Prior permission must be obtained to attend ERB meetings during scheduled work hours. Employees approved to attend these meetings during their scheduled work hours may use accumulated or uncompensated time.

ARTICLE 2.5 USE OF CITY FACILITIES

City facilities may be used by the Union or organizations serving City employees with the prior approval of Management for the purpose of holding meetings, to the extent that such use of the facility will not interfere with normal departmental operations and the facility is also made available to other organizations.

Participating employees who attend said meetings shall do so on their own time.

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

ARTICLE 2.6 WORK ACCESS

The Los Angeles/Orange Counties Building & Construction Trades Council AFL-CIO, Craft Councils and Local Union Representatives shall have access to City facilities and work sites of departments, offices, or bureaus represented herein during working hours to conduct lawful union business. Authorized representatives must check in at the time of arrival. (Each department is responsible for identifying its check-in section/location and is also responsible for notifying each union of any specific designee.)

The provisions of this Article shall not be deemed a limitation of Management's authority to deny access to facilities or work sites designated as "secure" or "confidential."

The Union shall provide management with a written list of its authorized Union Credentialed Representatives, which shall be kept current by the Union. The Union shall provide an updated list within forty-five (45) calendar days of any change to the list.

ARTICLE 2.7 EMPLOYEE RELATIONS

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

ARTICLE 2.8 AGENCY SHOP FEES – PAYROLL DUES DEDUCTIONS

The following agency shop provisions are operative:

A. DUES/FEES

1. a. Each permanent employee* in this unit (who is not on an unpaid leave of absence) shall, as a condition of continued employment, become a member of the Union, or pay the Union a service fee in an amount not to exceed periodic dues, and general assessments of the Union for the term of this MOU. Such amounts shall be determined by the Union and implemented by -Management in the first payroll period which starts 30 days after written notice of the new amount is received by the Controller.

(*A permanent employee is defined as one who has completed six continuous months of City service from his/her original date of appointment and who is a member of the Los Angeles City Employees' Retirement System. Probationary periods may vary based upon employee training period requirements, and/or employee classification status)

- b. Notwithstanding any provisions of Article 2, Section 4.203 of the Los Angeles Administrative Code (hereinafter "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 -the Union, will not be accepted by the Controller. For the purpose of this provision qualified organization means any organization of employees whose responsibility or goal is to represent employees in the City's meet and confer process.
2. 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; provided, however, that any employee in the Unit may terminate such Union dues during the thirty-day period commencing ninety days before the expiration of the MOU by notifying the Union of their termination of Union dues deduction. Such notification shall be by certified mail and should be in the form of a letter containing the following information: employee name, employee number, job classification, department name and name of Union from which dues deductions are to be cancelled. The Union will provide the City with the appropriate documentation to process these membership dues cancellations within ten (10) business days after the close of the withdrawal period.
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 the City.

B. EXCEPTIONS

1. Management or Confidential Employees

The provisions of this article shall not apply to Management or confidential employees.

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

2. Religious Objections

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

4. The Controller shall notify the organization within sixty (60) calendar days of any employee who, because of a change in employment status, is no longer a member of the representation unit or subject to the provisions of this article.

D. 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 one-hundred eighty (180) 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. Those procedures shall be in accordance with the decision of the United States Supreme Court in Chicago Teachers Union, Local No. 1, AFT, AFL-CIO, et al. v. Hudson, 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 ERB Rules and Regulations adopted January 11, 1982.

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

ARTICLE 2.9 JOB SECURITY

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

ARTICLE 2.10 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 and paragraph G. 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 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. 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.
- G. The parties agree that the Union may file a grievance regarding the Charter 1022 notification.

1. A grievance challenging the 1022 notification shall be filed within 15 calendar days of the Union's knowledge of the alleged deficient notification.
2. The grievance will be submitted to an expedited informal arbitration process. The arbitration shall be conducted within 30 days of the filing of the Union's grievance. The arbitration fees shall be shared equally between the Union and the City.
3. The arbitrator shall determine if the City has violated the 1022 notification procedures. The arbitrator's remedy shall be limited to ordering the City to reissue the 1022 notification. In no event will the arbitrator have the authority to void a Council-approved contract. The arbitrator's decision is binding on the parties.

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 2.11 REVISION OF CLASS SPECIFICATIONS

The Personnel Department will consult, upon request, with Union Credentialed Representatives prior to recommending substantive changes to class specifications covering employees in the Unit. Current class specifications for classifications covered by this MOU may be obtained on the Personnel Department's website.

ARTICLE 2.12 UNIT REPRESENTATIVES

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

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

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

ARTICLE 2.13 DEFINITION OF EMERGENCY

For the purpose of administering the provisions of this MOU, an emergency shall be defined in accordance with Section 8.22 of the LAAC, as any occurrence which by

reason of its magnitude is or is likely to become beyond the control of the normal services, personnel, equipment and facilities of the regularly constituted branches and departments of the City government, or any emergency declared by the Mayor per Charter Section 231(i).

ARTICLE 3.0 GRIEVANCES

ARTICLE 3.1 GRIEVANCE PROCEDURES

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 MOU.
- 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 ERB, the employee must elect to pursue the matter under either the grievance procedure, or by action before the ERB. The employee's election of either procedure shall constitute a binding election of the procedure chosen and a waiver of the alternate procedure.

B. GRIEVANCE PROCESS RIGHTS

No grievant shall lose 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 through Friday, exclusive of City Holidays, as defined in Article 7.7, Holidays and Holiday Pay.

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 ERB appoint a mediator. The ERB shall attempt to obtain the services of a mediator from the State Mediation and Conciliation Service. If a State mediator is unavailable, Union and Management may jointly agree to a mediator selected by the Executive Director of the ERB. The fees of such mediator shall be shared equally by 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 ERO Section 4.865, 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:

1. Suspensions without pay
2. Allegations of failure to accommodate medical restrictions
3. Allegations of retaliation
4. 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

- A. 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.
- B. 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)

- A. 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.

- B. 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 thirty (30) business days from the date of meeting with the employee.

STEP 4 - ARBITRATION

- A. If the written response at Step 3, or mediation, does not settle the grievance, or management fails to provide a written response within thirty (30) business days of the Step 3 meeting, the Union may elect to serve a written request for arbitration with the ERB. A copy of this notice shall be served upon the department's personnel officer. The request for arbitration must be filed with the ERB within 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. Failure of the Union to

serve a written request for arbitration with the ERB within said period shall constitute a waiver of the grievance.

- B. If such written notice is served, the parties shall jointly select an arbitrator from a list of seven arbitrators furnished by the ERB, within ten (10) business days following receipt of said list. Failure of the Union to notify the ERB of the selected arbitrator within sixty (60) business days of receipt of said list shall constitute a waiver of the grievance.
- C. Arbitration of a grievance hereunder shall be limited to the formal grievance as originally filed by the employee to the extent that said grievance has not been satisfactorily resolved. The proceedings shall be conducted in accordance with applicable rules and procedures adopted or specified by the ERB, unless the parties hereto agree to other rules or procedures for the conduct of such arbitration. The fees and expenses of the arbitrator shall be shared equally by the parties involved, it being mutually understood that all other expenses including, but not limited to, fees for witnesses, transcripts, and similar costs incurred by the parties during such arbitration, will be the responsibility of the individual party incurring same.
- D. The decision of an arbitrator resulting from any arbitration of a grievance hereunder shall be binding upon the parties concerned.
- E. The decision of an arbitrator resulting from any arbitration of grievances hereunder shall not add to, subtract from, or otherwise modify the terms and conditions of this MOU.

PROCEDURE FOR GRIEVANCES AFFECTING A GROUP OF EMPLOYEES

The 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)

- A. 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.

- B. The General Manager, or designee, shall provide written notification to the Employee Relations Division of the CAO of the receipt of the grievance. The General Manager, or designee, shall meet with 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 thirty (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 in the Police Department it is not resolved by the Commission, the Union may file for arbitration pursuant to the procedure in Step 4 – Arbitration, above.

ARTICLE 3.2 UNION STEWARDS

- A. The Union may designate a reasonable number of Union Stewards who must be members of the Unit, and shall provide all departments, offices, or bureaus with a written list of employees who have been so designated and revised lists when changes occur within 30 calendar days of the change. A steward, if so requested, may represent a grievant at all levels of the grievance procedure. A steward may represent an employee in pre-disciplinary hearings (Skelly) or pre-disciplinary interviews where there is a reasonable expectation that disciplinary action will follow, if requested by the employee.

The employee and his/her steward may have a reasonable amount of paid time off for the above-listed activities. However, a representative steward will receive paid time off only if he/she is a member of the same Unit and the same Union as

the grievant; is employed by the same department, office, or bureau as the grievant; and, is employed within a reasonable distance from the work location of the grievant.

If a steward must leave his/her work location to represent an employee 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 steward will be informed when time can be made available. Such time will not be more than forty-eight (48) hours after the time of the steward's request unless otherwise mutually agreed to. This time shall exclude scheduled days off and/or legal holidays. Denial of permission to leave at the time requested will automatically result in an extension of time limits provided in the grievance procedure herein, equal to the amount of the delay.

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

Time spent on grievances or on the pre-disciplinary representative activities described above outside of regular working hours of the employee or his/her steward shall not be counted as work time for any purpose. Whenever these activities occur during the working hours of the employee and/or his/her steward, only that amount of time necessary to bring about a prompt disposition of the matter will be allowed. City time, as herein provided, is limited to actual representation of employees and does not include time for investigation, preparation or any other preliminary activity.

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

Stewards shall be authorized to spend up to two (2) hours of City time working to investigate each dispute raised under Article 3.2 of this MOU.

ARTICLE 4.0 ON THE JOB

ARTICLE 4.1 SAFETY

Section I

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

Section II

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

Section III

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

ARTICLE 4.2 PERSONNEL FOLDERS

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

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

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

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

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

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

ARTICLE 4.3 PERFORMANCE EVALUATIONS

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

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

ARTICLE 4.4 REIMBURSEMENT FOR LOST OR STOLEN TOOLS

The depreciation schedule for approved reimbursement claims involving lost or stolen employee owned tools, which are required for the job, shall consist of the current market replacement cost less five dollars (\$5.00) per incident. All other procedures and requirements for such claims shall remain in accordance with Section 4.106.2 of the Los Angeles Administrative Code and City Administrative Officer Rule No. 26.

ARTICLE 4.5 LICENSE FEES

- A. Subject to such rules and regulations as the Controller may establish, the Department of Building and Safety shall waive its usual fee or charge for any license or permit an employee in this unit is required to possess to operate equipment in the performance of his/her duties. Such license or permit shall be limited to cover work performed for the City

- B. Unit employees who are required by their appointing authority to obtain and maintain a valid class A or B California Driver's license, not otherwise required as a condition of employment, shall be reimbursed by his/her appointing authority for the fees required to obtain such license(s).

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

ARTICLE 4.6 TOOL AND CLOTHING ALLOWANCE

- A. The City will provide a cash payment of \$1,300 for each fiscal year during the term of the contract to each full-time employee in this Unit who was on active payroll status on September 1 of the appropriate fiscal year.
- B. The payment will be made by separate check not later than December 31st of the appropriate fiscal year.
- C. These funds are subject to State and Federal taxation.
- D. These payments are intended to cover the cost of clothing and tool maintenance and replacement.
- E. Members of this bargaining unit shall also receive a non-pensionable \$200 boot/shoe allowance payable in September, 2016 and September, 2017 during the stated term of this MOU.

ARTICLE 4.7 REST PERIODS

Section I

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

Section II

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

ARTICLE 5.0 WORK SCHEDULES

ARTICLE 5.1 WORK SCHEDULE

Pursuant to the Fair Labor Standards Act (FLSA), employees shall have a fixed workweek that consists of a regular recurring period of 168 consecutive hours (seven 24-hour periods) which can begin and end on any day of the week and at any time of the day. Notwithstanding the provisions of Los Angeles Administrative Code Section 4.108, Management may assign employees to work a four/ten, five/forty, nine/eighty or other work schedule. Management shall have the right to refuse an employee's request

to work a four/ten, nine/eighty, or other modified work schedule, and to require the reversion to a five/forty work schedule, providing that the exercise of such right is not arbitrary, capricious or discriminatory. The parties further agree that Management may require employees to change their work schedules (change days off, except the split day or working hours) within the same FLSA workweek.

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

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

*For definition of emergency, see Article 2.13.

ARTICLE 5.2 POLICE DEPARTMENT DEPLOYMENT PERIOD

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

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

ARTICLE 6.0 COMPENSATION

ARTICLE 6.1 SALARIES

The parties to this MOU jointly recommend to the City Council approval of the salaries set forth in the attached Salary Appendices. These appendices shall incorporate the agreement of the parties that effective December 13, 2015, employees on a salary range 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 which shall be reflected by an adjustment in the flat rate salary noted in the applicable appendix.**

A. SALARY ADJUSTMENTS

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

B. PROMOTIONAL DIFFERENTIAL

Notwithstanding the rate provided for in LAAC Section 4.91, effective December 13, 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 6.2 OVERTIME

Section I - Management Authority

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

Section II - Distribution of Overtime

Management will attempt to assign overtime work as equitably as possible among all qualified employees in the same classification in the same organizational unit and work location. In the assignment of overtime under this provision, however, Management may consider special skills required to perform particular work. No employee shall work overtime without prior approval from his or her supervisor. Unofficial overtime (white time) is absolutely prohibited. FLSA non-exempt employees may not work outside of scheduled working hours, or during unpaid meal periods, without the prior written approval of a supervisor, consistent with department policy. Failure to secure prior approval may result in discipline.

Section III - Rate of Overtime Compensation

Operative upon the effective date of this MOU, employees in this unit whose hourly base rate (without bonuses or premiums) is at or below the base hourly rate for the class of Building Maintenance District Supervisor (Code 3190) in Council-controlled departments shall be paid at the rate of time and one half (1½) the employee's regular straight time hourly rate for all hours worked in excess of forty (40) hours in any FLSA work week including all absences with pay authorized by law. Management shall have the discretion to determine whether compensation shall be in cash or time-off.

Section IV - Overtime Meal Allowance

Whenever the City requires an employee to work at least four (4) hours in excess of the employee's regularly scheduled work shift on a normal work day, or at least four (4) hours in excess of an overtime work shift on a normal work day off, then the employee shall be paid an overtime meal allowance. Said overtime meal allowance shall be \$10.00.

Section V – Compensated Time Off

Employees shall be permitted to accumulate up to 80 hours of compensated time and take such accumulated time off for overtime worked upon request unless granting of such time would "unduly disrupt" the operations of the City department. This standard does not apply to non-FLSA overtime (i.e. overtime earned pursuant to this MOU, but which does not meet the FLSA definition of overtime).

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

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

ARTICLE 6.3 JURY SERVICE

- A. An employee duly summoned to attend any court for the purpose of performing jury service shall, for those days during which jury service is actually performed and those days necessary to qualify for jury service, receive 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.

- B. 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.

- C. Compensation for mileage paid by the courts for jury service shall be retained by the employee.
- D Employees performing jury service on a designated City holiday shall be compensated for the designated City holiday; additional time off for that holiday shall not be provided.

An employee duly summoned to attend any court of competent jurisdiction for the purpose of performing jury service shall, for those days during which jury service is actually performed and those days necessary to qualify for jury service, receive his/her regular salary.

ARTICLE 6.4 SUBPOENAED WITNESS COMPENSATION

- A. Subject to the exceptions and provisions of paragraphs 2, 3, and 4 of this Article, whenever an employee is subpoenaed to appear as a witness, that employee will be granted a leave of absence with pay calculated pursuant to this Article. Such an employee will be paid the difference between the pay he/she regularly receives for a normal working day (without considering any potential overtime pay he/she may have received) and the amount he/she receives as witness fees. Any money received as compensation for mileage is not to be considered as part of the employee's witness fees.
- B. This Article does not apply to any employee:
 - 1. Subpoenaed to appear in any proceeding as a litigant or as an expert witness;
 - 2. Subpoenaed to appear as a witness in any action brought about as a result of his/her own misconduct, or brought about through his/her connivance;
 - 3. Making an appearance for which he/she receives compensation in excess of his/her regular earnings; or
 - 4. Subpoenaed to appear or appearing during his/her off duty hours.
- C. The Police Department may reschedule an employee so that his/her subpoena does not conflict with his/her hours of work; arrange with the subpoenaing authority to place the employee in an "on call" status; or reschedule an employee

subpoenaed to appear during off duty hours to alternate hours; and, it is mutually understood that,

- D. All Departments other than the Police Department may so reschedule with the consent of the subpoenaed employee.

ARTICLE 6.5 STANDBY PAY

Section I

Persons employed in this Unit who are subject to call during the employee's off-duty hours on a regularly scheduled work day, or anytime during the employees' regularly scheduled off-duty day, shall receive, when assigned to standby, in addition to any other compensation provided for herein, the sum of \$2.25 for each hour assigned to standby. When called and required to report to work, the employee will be compensated in accordance with Article 6.7 of this MOU. Employees will not receive pay of \$2.25 per hour for any time the employee is receiving call back pay.

Section II

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

Section III

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

Section IV – Employees in the Los Angeles Police Department

Employees in the Police Department in the class of Police Surveillance Specialist, Code 3687, shall receive standby compensation at the rate specified below when assigned to standby during their off-duty hours:

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

Management will attempt to assign standby duty as equitably as possible among all qualified employees in the same classification in the same organizational unit and work

provision. However, Management may consider special skills required to perform particular work.

Employees required to be on standby will provide their supervisors with a contact telephone number. Employees must be able to respond to their assigned work location within an hour of being summoned, barring any unforeseen circumstances. Employees who refuse standby assignments or fail to respond as provided herein may be subject to discipline.

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

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

ARTICLE 6.6 MILEAGE

Any employee authorized to use his/her own vehicle, pursuant to Division 4, Chapter 5, Article 2 of the Los Angeles Administrative Code, in the performance of his/her duties, shall be reimbursed for his/her transportation expenses at the then current IRS rate for each mile traveled in any biweekly pay period.

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

ARTICLE 6.7 CALL BACK PAY

Whenever Management orders an employee to return to duty following the termination of his/her work shift and departure from his/her work location, the employee shall receive a minimum payment equivalent to four hours of work at the rate of time and one-half ($1\frac{1}{2}$) his/her regular rate of pay. Compensated time shall begin at the time the employee is called out and end upon completion of the job. This compensated time includes a maximum of one (1) hour travel time to the job location.

ARTICLE 6.8 ACTING PAY ASSIGNMENTS

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 December 13, 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 the second premium level (5.5%) above the appropriate step rate of the salary range prescribed for his/her class, for each day on duty (present for 50% or more of the work day) in an acting assignment. However, the maximum pay rate for such duty shall be limited to the top step of the salary range that has been established as compensation for the higher level position to which the employee has been assigned.

ARTICLE 6.9 LEAD ASSIGNMENT PAY

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

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

ARTICLE 6.10 DISTURBANCE CALLS

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

ARTICLE 7.0 BENEFITS

ARTICLE 7.1 HEALTH AND DENTAL PLANS

During the term of this MOU, the City will provide benefits in accordance with the Civilian Modified Flexible Benefits Program ("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 one and one-half percent (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 one and one-half percent (1.5%) of base salary to cover the cost of health care.

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, 2016, 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 following July 24, 1989, and for each employee who transfers from full-time to half-time status following 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 part 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.

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 7.5, 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.

SECTION II - DENTAL PLANS

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

Management will expend for full-time employees in the classifications listed in this Unit, who are members of LACERS, the monthly sum necessary to cover the cost of 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 by LAAC Section 4.110, who becomes a member of LACERS and for each employee who transfers from full-time to half-time status following 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.

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.

SECTION IV - GENERAL PROVISIONS

An open enrollment period of at least thirty (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.

SECTION V - SUBSIDY DURING FAMILY OR MEDICAL LEAVE

For employees who are on Family or Medical Leave, under the provisions of Article 7.5 of this MOU, Management shall continue the City's medical and dental plan subsidies for employees who are enrolled in a City health and/or dental plan prior to the beginning of said leave. Employees shall be eligible for such continued subsidies while on a Family or Medical Leave in accordance with Article 7.5 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.

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.

SECTION VII – NON-KAISER FULL-NETWORK HMO OPTION

in addition to paying any difference between the maximum monthly health care subsidy and the non-Kaiser Narrow-Network HMO, each employee who chooses the non-Kaiser Full-Network HMO option shall be required to pay the difference between the monthly subsidy paid by the City for the non-Kaiser Narrow-Network HMO and the non-Kaiser Full-Network premium for the coverage level selected, as calculated by the Personnel Department.

SECTION VIII – EMPLOYEES ELIGIBLE FOR AFFORDABLE CARE ACT COVERAGE

Effective January 1, 2015 (or a subsequent date if revised by federal regulations), pursuant to the federal Affordable Care Act (ACA), employees who do not receive a healthcare subsidy as described above, but meet the ACA eligibility requirements as determined by the Personnel Department, shall be referred to as “ACA Qualified Employees.” For each ACA Qualified Employee, the City shall contribute a monthly health care subsidy equivalent to the Kaiser single-party (employee only) premium rate, toward the cost of the employee’s City-sponsored medical plan, less the required employee contribution amount described above. Adjustments in the monthly health care subsidy for ACA Qualified Employees shall be effective at the beginning of the pay period in which the Kaiser Permanente yearly premium rate change is implemented. The amount of the adjusted subsidy shall be certified by the General Manager of the Personnel Department to the Controller.

ARTICLE 7.2 RETIREMENT BENEFITS

A. Benefits

1. Effective July 1, 2011, for all Tier I employees regardless of their date of hire, the Tier I retirement formula and a flat-rated employee retirement contribution of seven percent (7%) was implemented and shall be continued. The employee retirement contribution rate shall return to six percent (6%) in accordance with the Early Retirement Incentive Program (ERIP) agreement dated October 26, 2009 and 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 7.3 EMPLOYEE BENEFITS

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

Shift Differential	Sections 4.61, 4.72, 4.74, and 4.75 (See Article 7.11)
Military Leave	Section 4.123 (See Article 7.12)
Religious Observances	Section 4.121 (See Article 7.13)
Family Illness	Section 4.127 (See Article 7.14)

ARTICLE 7.4 SICK LEAVE ALLOWANCE

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

ARTICLE 7.5 FAMILY AND MEDICAL LEAVE

A. Authorization for Leave

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

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

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

Exception: Under the provisions of this Article, a pregnant employee may be eligible for up to four months (nine pay periods) for childbirth disability and up to an additional four months (nine pay periods) for purposes of bonding. (See Sections D-1 and D-6 of this Article.)

B. Definitions

1. Spouse means a husband or wife as defined or recognized under State law for purposes of marriage in this state.
2. Domestic partner means a named domestic partner in a confidential affidavit declaring the existence of said domestic partner and signed by the City employee, which is on file in the Employee Benefits Office, Personnel Department.
3. Parent means a biological, step, adoptive or foster parent, an individual who stands or stood in loco parentis to an employee, or a legal guardian. This term does not mean parents-in-law. Persons who are *in loco parentis*

include those with day-to-day responsibilities to care for or financially support a child; or in the case of a parent of an employee, that person who had such responsibility for the employee when the employee was a child. A biological or legal relationship is not necessary.

4. Son or daughter means a biological, adopted, or foster child, a stepchild, a legal ward or a child of a person standing in loco parentis, who is either under age 18 or age 18 or older and incapable of self-care because of a mental or a physical disability.

C. Eligibility

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

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

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

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

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

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

D. Conditions

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

In accordance with Pregnancy Disability Leave under the California FEHA, pregnant employees who are disabled due to pregnancy, childbirth, or related medical conditions are eligible for up to four (4) months (nine [9] pay periods) of leave with medical certification certifying the employee as unable to work due to a pregnancy-related condition. Pregnancy Disability Leave under the FEHA may be taken before or after the birth of the child, which shall run concurrently with pregnancy leave under the federal Family and Medical Leave Act of 1993, and must be concluded within one year of the child’s birth.

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

2. **Adoption** - The start of a family leave for adoption or foster care shall begin on a date reasonably close to the date the child is placed in the custody of the employee. Leave may be granted prior to placement if an absence from work is required.
3. **Family Illness** - The start of a family leave for a serious health condition of a family member shall begin on the date requested by the employee or designated by Management.
4. **Employee’s Own Illness** - The start of a leave for the employee’s own serious health condition shall begin on the date requested by the employee or designated by Management.
5. **A serious health condition** is defined as an illness, injury, impairment, or physical or mental condition that involves any period of:

- a. Incapacity or treatment connected with inpatient care in a hospital, hospice, or residential medical care facility; or
 - b. Incapacity requiring an absence of greater than three days involving continuing treatment by or under the supervision of a health care provider; or
 - c. Incapacity (or treatment resulting therefrom) due to a chronic serious health condition; or
 - d. Incapacity that is permanent or long-term due to a condition for which treatment may not be effective; or
 - e. Absences to receive multiple treatments (including any period of recovery therefrom) by, or on referral by, a health care provider for a condition that likely would result in incapacity for more than three consecutive days if left untreated; or
 - f. Incapacity due to pregnancy or for prenatal care.
6. **Continuous, Intermittent, and Reduced Work Schedule Leave** - All leave granted under this Article shall normally be for a continuous period of time for each incident.

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

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

discretion of Management. Bonding leave must be concluded within one year of the birth or placement of the child.

7. If any employee requires another leave for a separate incident under the provisions of this Article during the same 12-month period, a new request must be submitted.
8. A personal leave beyond the four (4) month (nine [9] pay periods) leave provided in this Article may be requested, subject to the approval of the appointing authority and, if required, the Personnel Department, as provided under other City leave provisions.
9. An employee receiving temporary workers' compensation benefits (either IOD or the rate provided in Division IV of the California Labor Code) who meets the eligibility requirements in C-1 of this Article shall automatically be considered to be on family and medical leave, effective the first day of the employee's absence.
10. Management has the right to request and verify the medical certification of a serious health condition by a health care provider for a leave under the provisions of this Article. Management shall allow the employee at least 15 calendar days to obtain the medical certification.
11. Upon return from family or medical leave, an employee shall be returned to his/her original job or to an equivalent job.

E. Notice Requirements

1. 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 a 30 day notice. However, if the leave must begin in less than 30 days, the employee must provide as much advance notice as is practicable.

2. Management

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

designates paid or unpaid leave as qualifying time taken by an employee as family or medical leave-qualifying regardless of whether or not the employee initiates a request to take family or medical leave.

F. Applicable Time Off

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

1. Childbirth (Mother)

- a. Accrued sick leave (100% or 75%) or vacation for the entire period of disability that a health care provider certifies is necessary (including prenatal care or the mother's inability to work prior to the birth), may be taken at the employee's discretion.
- b. For the non-disability portion of childbirth leave (before delivery or after "bonding"), accrued vacation available at the start of the leave shall be used prior to the use of time under c, d, e and f below.
- c. Accrued 100% sick leave. The use of sick leave under this subsection is at the employee's discretion.
- d. 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.
- e. Unpaid leave.
- f. Accrued compensatory time off may be used at the employee's discretion, with Management approval, after exhaustion of 100% sick leave (c. above). In accordance with the final Department of Labor Regulations, which became effective January 16, 2009, and govern the federal Family and Medical Leave Act, any use of accrued compensatory time off under this Section shall be counted against the employee's annual family and medical leave entitlement.

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

- a. 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 b. below.

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

3. Personal Medical Leave

- a. Accrued 100% sick leave may be used at the employee's discretion. Such leave may be taken before or after the vacation described in c. below.
- b. Accrued 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 c. below.
- c. Accrued vacation time.
- d. Unpaid leave.
- e. Accrued compensatory time off may be used at the employee's discretion, with Management approval, after exhaustion of 100% sick leave (No. 1 above). In accordance with the final Department of Labor Regulations, which became effective January 16, 2009, and govern the federal Family and Medical Leave Act, any use of accrued compensatory time off under this Section shall be counted

against the employee's annual family and medical leave entitlement.

G. Sick Leave Rate of Pay

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

H. Monitoring

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

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

ARTICLE 7.6 PERSONAL LEAVE

Each unit member shall, in addition to all other compensatory time, receive sixteen (16) hours per calendar year as personal leave. Personal leave is defined as any event requiring a member's immediate attention. Personal leave shall only be taken in the calendar year in which it is credited and, if not taken, such time shall be deemed waived and lost. Personal leave may be taken in four-hour increments. No employee shall be entitled to personal leave until after completion of six months of satisfactory service.

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

ARTICLE 7.7 HOLIDAYS AND HOLIDAY PAY

Notwithstanding any provisions of the Los Angeles Administrative Code that may conflict, the following days shall be treated as holidays:

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

9. Veterans Day
 10. Thanksgiving Day (the fourth Thursday in November)
 11. The Friday after Thanksgiving Day
 12. Christmas Day
 13. Any day or portion thereof declared to be a holiday by proclamation of the Mayor, and the concurrence of the City Council by resolution.
 14. Two unspecified holidays.
- A. When any holiday from 1 through 12 above falls on a Sunday, it shall be observed on the following Monday.
 - B. When any holiday from 1 through 12 above falls on a Saturday, it shall be observed on the preceding Friday.
 - C. Any holiday declared by proclamation of the Mayor shall not be deemed to advance the last scheduled working day before a holiday for purposes of computing any additional time off.
 - D. Whenever a holiday from 1 through 12 above occurs during an employee's regularly scheduled work week, eight (8) hours of paid leave shall be credited for the purpose of computing overtime pay for work performed after forty (40) hours.
 - E. Whenever a holiday listed under No. 13 above occurs during an employee's regularly scheduled work week, the appropriate number of hours of paid leave shall be credited for the purpose of computing overtime pay for work performed after forty (40) hours.
 - F. Employees working in excess of: eight (8) hours on any holiday listed from 1 through 12 above, or hours worked in excess of any day or portion thereof declared to be a holiday by proclamation of the Mayor, shall be paid at the appropriate holiday pay rate for his/her class but such time shall not be included when calculating the employee's work week for overtime pay purposes.
 - G. Whenever a holiday falls on an employee's 9/80 or modified day off, the employee shall take an alternated day off within the same calendar week as the holiday.
 - H. An employee who works on any holiday above will be compensated at the rate of time and one-half (1½) for each hour worked, in addition to his/her regular compensation for the day, if said employee is in a class, with a prescribed salary range at or below the 5th step of Building Maintenance District Supervisor in Council-controlled departments; provided, however, that the employee has (1) worked his/her assigned shift immediately before and his/her assigned shift immediately after the holiday, or, (2) prior to such holiday Management has

authorized the employee to take paid leave time off in lieu of the requirement to work said shifts. Any employee who fails to meet these requirements will be paid at the rate of one hour for each hour worked.

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

- I. For each holiday listed above which results in time off with pay for employees working a Monday through Friday work week, employees who are scheduled to work other than the Monday through Friday work week shall be entitled to such day off with pay or shall be compensated in accordance with all pertinent provisions (A through G above). If such holiday falls on the employee's scheduled day off, an alternative day off in-lieu shall be scheduled within the same calendar week as the holiday.
- J. The additional compensation for work performed on a holiday as provided herein shall not apply to employees whose regular rate of pay is bonused to include pay for holidays worked.
- K. Management shall have the sole authority and responsibility to determine whether the compensation for any holidays worked shall be in cash or paid leave time off.
- L. Each unspecified holiday shall be taken in accordance with the following requirements:
 - 1. The holiday(s) must be taken in one full normal working day increment of eight (8) hours during the calendar year in which it is credited or it will be forfeited. The request for such time off, if timely submitted by the employee, will be promptly approved by Management subject to the operating needs of the employee's department, office or bureau. If an unforeseen operating requirement prevents the employee from taking such previously approved holiday, Management will reschedule the holiday so that it may be taken on some other reasonably satisfactory date within the calendar year.
 - 2. Any break in service (i.e., resignation, discharge, retirement) prior to taking the holiday(s) shall forfeit any right thereto.
 - 3. The holiday(s) shall not be utilized to extend the date of any layoff.

4. No employee shall be entitled to any unspecified holiday until he/she has completed six months of service.
5. Employees who work in intermittent, on call, vacation relief, or seasonal positions shall not be entitled to any unspecified holiday(s).
6. No employee shall receive more than two unspecified holidays each calendar year. Thus, (a) an employee transferring from the Department of Water and Power (DWP) to any other City department, office or bureau will not receive (an) unspecified holiday(s) after taking such holiday(s) prior to leaving DWP, and (b) employees who resign or are terminated and then rehired during the same calendar year, will not receive (an) additional unspecified holiday(s) when rehired.

ARTICLE 7.8 VACATION

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

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

B. Active Military Service: Vacation Accrual during Leave and Cash-Out of Accrued Vacation at Commencement of Leave

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

ARTICLE 7.9 BEREAVEMENT LEAVE

Management's present practices with regard to allowances for leave because of family deaths will be continued during the term of this MOU. Such practices of allowances for leave because of family deaths shall be in accordance with Section 4.127.1(a) – (d) of the LAAC which provides for a maximum of three (3) working days for each occurrence of a death in the employee's immediate family.

For the purpose of this Article, the definition of an immediate family member, as defined in Section 4.127.1 of the LAAC, shall include the father, father-in-law, mother, mother-in-law, brother, sister, spouse, child, grandparents, grandchildren, step-parents, step-children, great-grandparents, great-grandchildren, 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.

For purposes of this Article, simultaneous, multiple family deaths will be considered as one occurrence. 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.

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 (2) working days per occurrence for the purpose of bereavement leave if it is necessary for the employee to travel a

minimum of 1500 miles one way, as determined by the Automobile Association of American (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 7.10 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.

ARTICLE 7.11 SHIFT DIFFERENTIAL

Employees covered by this Memorandum of Understanding, excluding employees in the classes of Senior Special Officer-GSD, Code 3185, and Principal Special Officer-GSD, 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.

ARTICLE 7.12 MILITARY LEAVE

Every employee of the City who qualifies for and is granted a military leave, whether temporary or otherwise, pursuant to the provisions of the Military and Veterans Code of the State of California, shall, before he is paid his salary or compensation during such leave, or any part thereof, as provided in said Code, furnish to his appointing authority two certified copies of his orders, one (1) copy to be filed in the department in which he is employed and the other with the Controller, or in lieu thereof, he shall furnish to such appointing authority upon forms provided by the Controller certified evidence of his entry

into active service in the armed forces of the United States and the date thereof. Any certification required by this section may be made by any commissioned officer of such armed forces. The Controller shall have power at any time to require such additional evidence as is satisfactory to him of the entry of such employee into active service in such armed forces and of the actual performance by him of ordered military duty during all or any part of such leave.

In determining whether an employee has been in the service of the City for a period of not less than one year immediately prior to the date on which the absence begins, continuous service as that term is defined in Section 4.42(t) of the LAAC shall be required, provided, however, that service in any department having control of his own funds shall be counted in making such determination.

ARTICLE 7.13 RELIGIOUS OBSERVANCE

Any City employee shall at his request be allowed time off for observance of religious holidays unless his absence substantially interferes with the performance of essential City services, such time off to be charged to accrued vacation or accumulated overtime, if available, or to time off without pay, providing, however, that the employing department may allow such time to be made up by rescheduling of the employee's hours of work.

ARTICLE 7.14 FAMILY ILLNESS

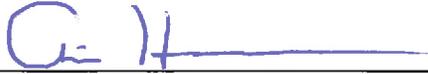
Any employee who is absent from work by reason of the illness or injury of a member of his/her immediate family and who has accrued sick leave at full pay shall, upon approval of the appointing authority or the agent thereof designated to determine such matter, be allowed leave of absence with full pay for not to exceed in the aggregate twelve working days in any one calendar year, provided such employee shall furnish a satisfactory doctor's certificate or other suitable and satisfactory proof showing the nature and extent of the injury or illness to justify such absence

The aggregate number of days of absence for which pay may be allowed under this section shall be included in the number of days for which sick leave with full pay is allowed.

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

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

City of Los Angeles, Authorized Management Representative



Chris Hannan
Council Representative

12/3/15

Date



Miguel A. Santana
City Administrative Officer

12/3/15

Date

As to form and legality:


City Attorney:

12/4/15
Date

Appendix A
MOU 13
Operative on July 1, 2015

CLASS CODE	TITLE	RANGE #	SALARY RANGE/RATE
3781-0	AIR COND MECH SUPVR		\$3965.60/BW
3132-0	AIR COND TECHNCL ADVISR		\$4185.60/BW
3190-0	BUILD MAINT DIST SUPVR		\$4642.40/BW
3339-0	CARPENTER SHOP SUPVR		\$3624.80/BW
3346-0	CARPENTER SUPVR		\$3624.80/BW
3355-0	CARPENTRY TECHNICAL ADVISOR		\$3826.40/BW
3354-0	CEMENT FINISHER SUPVR		\$3476.80/BW
3689-0	COMMUN ELECTRICIAN SUPV		\$3806.40/BW
3127-1	CONSTR & MAINT SUPV I		\$4386.40/BW
3127-2	CONSTR & MAINT SUPV II		\$4642.40/BW
3131-0	ELECTRCL TECHNCL ADVISR		\$4015.20/BW
3865-0	ELECTRICIAN SUPV		\$3806.40/BW
3868-0	ELEVATOR MECHANIC SUPV		\$3512.00/BW
3869-1	ELEVATOR REPAIR SUPV I		\$3946.40/BW
3869-2	ELEVATOR REPAIR SUPV II		\$4124.00/BW
3731-0	MECH REPAIR GEN SUPVR		\$4642.40/BW
3426-0	PAINTER SUPVR		\$3476.80/BW
3426-2	PAINTER SUPVR II HARBOR		\$3619.20/BW
3556-0	PILE DRIVER SUPERVISOR		\$3790.40/BW
3456-1	PLASTERER SUPVR I		\$3563.20/BW
3456-2	PLASTERER SUPVR II		\$3732.80/BW
3446-0	PLUMBER SUPERVISOR		\$3965.60/BW
3130-0	PLUMBING&HEAT TECH ADVR		\$4185.60/BW
3687-2	POL SURVLLNCE SPEC II		\$4073.60/BW
3759-0	PORT ELECTRICAL MECH SUPV		\$4327.20/BW
3478-0	ROOFER SUPVR		\$3242.40/BW
3777-0	SHEET METAL SUPVR		\$3825.60/BW
3419-0	SIGN SHOP SUPERVISOR		\$3389.60/BW
3839-1	SIGNAL SYSTEM SUPVR I		\$3806.40/BW
3839-2	SIGNAL SYSTEM SUPVR II		\$3992.80/BW
3691-0	SR COMMUN ELECTRCN SUPV		\$3992.80/BW

Appendix A

MOU 13

Operative on July 1, 2015

CLASS CODE	TITLE	RANGE #	SALARY RANGE/RATE
3831-0	SR TRAF SIGNAL SUPVR		\$3402.40/BW
3840-1	ST LTG ELECTRCN SUPV I		\$3806.40/BW
3840-2	ST LTG ELECTRCN SUPV II		\$3992.80/BW
3840-3	ST LTG ELECTRCN SUPVIII		\$4418.40/BW
3821-0	TRAF SIGNAL SUPERVISOR		\$3806.40/BW
5613-0	W/WTR TRMT ELEC SUPVR		\$4064.40/BW

Appendix B

MOU 13

Operative on December 13, 2015

CLASS CODE	TITLE	RANGE #	SALARY RANGE/RATE (RANGE STEPS 2 - 11*)
3781-0	AIR COND MECH SUPVR		\$3965.60/BW
3132-0	AIR COND TECHNCL ADVISR		\$4185.60/BW
3190-0	BUILD MAINT DIST SUPVR		\$4642.40/BW
3339-0	CARPENTER SHOP SUPVR		\$3624.80/BW
3346-0	CARPENTER SUPVR		\$3624.80/BW
3355-0	CARPENTRY TECHNICAL ADVISOR		\$3826.40/BW
3354-0	CEMENT FINISHER SUPVR		\$3476.80/BW
3689-0	COMMUN ELECTRICIAN SUPV		\$3806.40/BW
3127-1	CONSTR & MAINT SUPV I		\$4386.40/BW
3127-2	CONSTR & MAINT SUPV II		\$4642.40/BW
3131-0	ELECTRCL TECHNCL ADVISR		\$4015.20/BW
3865-0	ELECTRICIAN SUPV		\$3806.40/BW
3868-0	ELEVATOR MECHANIC SUPV		\$3512.00/BW
3869-1	ELEVATOR REPAIR SUPV I		\$3946.40/BW
3869-2	ELEVATOR REPAIR SUPV II		\$4124.00/BW
3731-0	MECH REPAIR GEN SUPVR		\$4642.40/BW
3426-0	PAINTER SUPVR		\$3476.80/BW
3426-2	PAINTER SUPVR II HARBOR		\$3619.20/BW
3556-0	PILE DRIVER SUPERVISOR		\$3790.40/BW
3456-1	PLASTERER SUPVR I		\$3563.20/BW
3456-2	PLASTERER SUPVR II		\$3732.80/BW
3325-0	PLAYGROUND EQUIP SUPVR		\$3229.60/BW
3446-0	PLUMBER SUPERVISOR		\$3965.60/BW
3130-0	PLUMBING&HEAT TECH ADVR		\$4185.60/BW
3687-2	POL SURVLLNCE SPEC II		\$4185.80/BW
3759-0	PORT ELECTRICAL MECH SUPV		\$4566.00/BW
3478-0	ROOFER SUPVR		\$3242.40/BW
3777-0	SHEET METAL SUPVR		\$3825.60/BW
3419-0	SIGN SHOP SUPERVISOR		\$3389.60/BW
3839-1	SIGNAL SYSTEM SUPVR I		\$3806.40/BW
3839-2	SIGNAL SYSTEM SUPVR II		\$3992.80/BW

Appendix B

MOU 13

Operative on December 13, 2015

CLASS CODE	TITLE	RANGE #	SALARY RANGE/RATE (RANGE STEPS 2 - 11*)
3691-0	SR COMMUN ELECTRCN SUPV		\$3992.80/BW
3831-0	SR TRAF SIGNAL SUPVR		\$3402.40/BW
3840-1	ST LTG ELECTRCN SUPV I		\$3806.40/BW
3840-2	ST LTG ELECTRCN SUPV II		\$3992.80/BW
3840-3	ST LTG ELECTRCN SUPVIII		\$4418.40/BW
3821-0	TRAF SIGNAL SUPERVISOR		\$3806.40/BW
5613-0	WWTR TRMT ELEC SUPVR		\$4064.40/BW

Appendix C

MOU 13

Operative on June 25, 2017

CLASS CODE	TITLE	RANGE #	SALARY RANGE/RATE (RANGE STEPS 2 - 11*)
3781-0	AIR COND MECH SUPVR		\$4045.00/BW
3132-0	AIR COND TECHNCL ADVISR		\$4269.40/BW
3190-0	BUILD MAINT DIST SUPVR		\$4735.40/BW
3339-0	CARPENTER SHOP SUPVR		\$3697.40/BW
3346-0	CARPENTER SUPVR		\$3697.40/BW
3355-0	CARPENTRY TECHNICAL ADVISOR		\$3903.00/BW
3354-0	CEMENT FINISHER SUPVR		\$3546.40/BW
3689-0	COMMUN ELECTRICIAN SUPV		\$3882.60/BW
3127-1	CONSTR & MAINT SUPV I		\$4474.20/BW
3127-2	CONSTR & MAINT SUPV II		\$4735.40/BW
3131-0	ELECTRCL TECHNCL ADVISR		\$4095.60/BW
3865-0	ELECTRICIAN SUPV		\$3882.60/BW
3868-0	ELEVATOR MECHANIC SUPV		\$3582.40/BW
3869-1	ELEVATOR REPAIR SUPV I		\$4025.40/BW
3869-2	ELEVATOR REPAIR SUPV II		\$4206.60/BW
3731-0	MECH REPAIR GEN SUPVR		\$4735.40/BW
3426-0	PAINTER SUPVR		\$3546.40/BW
3426-2	PAINTER SUPVR II HARBOR		\$3691.60/BW
3556-0	PILE DRIVER SUPERVISOR		\$3866.40/BW
3456-1	PLASTERER SUPVR I		\$3634.60/BW
3456-2	PLASTERER SUPVR II		\$3807.60/BW
3325-0	PLAYGROUND EQUIP SUPVR		\$3294.20/BW
3446-0	PLUMBER SUPERVISOR		\$4045.00/BW
3130-0	PLUMBING&HEAT TECH ADVR		\$4269.40/BW
3687-2	POL SURVLLNCE SPEC II		\$4269.60/BW
3759-0	PORT ELECTRICAL MECH SUPV		\$4657.40/BW
3478-0	ROOFER SUPVR		\$3307.40/BW
3777-0	SHEET METAL SUPVR		\$3902.20/BW
3419-0	SIGN SHOP SUPERVISOR		\$3457.40/BW
3839-1	SIGNAL SYSTEM SUPVR I		\$3882.60/BW
3839-2	SIGNAL SYSTEM SUPVR II		\$4072.80/BW

Appendix C

MOU 13

Operative on June 25, 2017

CLASS CODE	TITLE	RANGE #	SALARY RANGE/RATE (RANGE STEPS 2 - 11*)
3691-0	SR COMMUN ELECTRCN SUPV		\$4072.80/BW
3831-0	SR TRAF SIGNAL SUPVR		\$3470.60/BW
3840-0	ST LTG ELECTRCN SUPV I		\$3882.60/BW
3821-0	TRAF SIGNAL SUPERVISOR		\$3882.60/BW
5613-0	WWTR TRMT ELEC SUPVR		\$4145.80/BW

Appendix D

MOU 13

Operative on January 7, 2018

CLASS CODE	TITLE	RANGE #	SALARY RANGE/RATE (RANGE STEPS 2 - 11*)
3781-0	AIR COND MECH SUPVR		\$4156.40/BW
3132-0	AIR COND TECHNCL ADVISR		\$4387.00/BW
3190-0	BUILD MAINT DIST SUPVR		\$4865.80/BW
3339-0	CARPENTER SHOP SUPVR		\$3799.20/BW
3346-0	CARPENTER SUPVR		\$3799.20/BW
3355-0	CARPENTRY TECHNICAL ADVISOR		\$4010.40/BW
3354-0	CEMENT FINISHER SUPVR		\$3644.00/BW
3689-0	COMMUN ELECTRICIAN SUPV		\$3989.40/BW
3127-1	CONSTR & MAINT SUPV I		\$4597.40/BW
3127-2	CONSTR & MAINT SUPV II		\$4865.80/BW
3131-0	ELECTRCL TECHNCL ADVISR		\$4208.40/BW
3865-0	ELECTRICIAN SUPV		\$3989.40/BW
3868-0	ELEVATOR MECHANIC SUPV		\$3681.00/BW
3869-1	ELEVATOR REPAIR SUPV I		\$4136.20/BW
3869-2	ELEVATOR REPAIR SUPV II		\$4322.40/BW
3731-0	MECH REPAIR GEN SUPVR		\$4865.80/BW
3426-0	PAINTER SUPVR		\$3644.00/BW
3426-2	PAINTER SUPVR II HARBOR		\$3793.20/BW
3556-0	PILE DRIVER SUPERVISOR		\$3972.80/BW
3456-1	PLASTERER SUPVR I		\$3734.60/BW
3456-2	PLASTERER SUPVR II		\$3912.40/BW
3325-0	PLAYGROUND EQUIP SUPVR		\$3384.80/BW
3446-0	PLUMBER SUPERVISOR		\$4156.40/BW
3130-0	PLUMBING&HEAT TECH ADVR		\$4387.00/BW
3687-2	POL SURVLLNCE SPEC II		\$4387.20/BW
3759-0	PORT ELECTRICAL MECH SUPV		\$4785.60/BW
3478-0	ROOFER SUPVR		\$3398.40/BW
3777-0	SHEET METAL SUPVR		\$4009.60/BW
3419-0	SIGN SHOP SUPERVISOR		\$3552.60/BW
3839-1	SIGNAL SYSTEM SUPVR I		\$3989.40/BW
3839-2	SIGNAL SYSTEM SUPVR II		\$4184.80/BW

Appendix D

MOU 13

Operative on January 7, 2018

CLASS CODE	TITLE	RANGE #	SALARY RANGE/RATE (RANGE STEPS 2 - 11*)
3691-0	SR COMMUN ELECTRCN SUPV		\$4184.80/BW
3831-0	SR TRAF SIGNAL SUPVR		\$3566.20/BW
3840-0	ST LTG ELECTRCN SUPV I		\$3989.40/BW
3821-0	TRAF SIGNAL SUPERVISOR		\$3989.40/BW
5613-0	WWTR TRMT ELEC SUPVR		\$4260.00/BW

APPENDIX E – SALARY NOTES

- A. An employee in the class of Communications Electrician Supervisor, Code 3689, when regularly assigned responsibility for the work of subordinate employees in the Fire Command and Control Center or the Systems Monitor Operator Console in the City Hall East Emergency Operations Center, will be compensated in the amount of forty five dollars and seventeen cents (\$45.17) per pay period. Pensionable when regularly assigned.
- B. Whenever an employee in the Harbor Department is required to work a rescheduled shift made necessary due to changing tides, he/she shall receive salary at the appropriate overtime rate for each full hour worked prior to the normal starting time and after quitting time; provided, however, that such overtime rate shall not include shift differential premium pay for night work unless the employee is otherwise regularly assigned to receive this non-pensionable premium.
- C. Whenever a Plumber Supervisor, Code 3446, is assigned to work full time at any Wastewater Treatment Plant of the Bureau of Sanitation shall, in addition to his/her regular and premium compensation, receive salary at the second premium level rate above the appropriate step rate of the salary range prescribed for his/her class. Pensionable only when regularly assigned.
- D. Whenever any unit member pays a fee for any permit or license required by an appointing authority after an incumbent member first obtained his/her position, shall have said fee reimbursed by the City. This provision is exclusive of any permit or license mandated by any agency outside the appointing authority. Any dispute over this provision is not grievable and shall be resolved by the CAO and the Building Trades Council.
- E. Whenever any employee in the classes of Crane Maintenance Supervisor or Mechanical Repair General Supervisor has a structured steel welders certificate, said employee shall receive the equivalent of three premium levels (8.25%) above the regular salary for his/her class.
- F. Whenever any Communications Electrician Supervisor, Code 3689, or Senior Communications Electrician Supervisor, Code 3691, is regularly assigned to the Public Safety Dispatch Section of ITA, such employee shall receive one additional premium level (2.75%) in addition to all other compensation per pay period. Pensionable when regularly assigned.
- G. Any Communications Electrician Supervisor, Code 3689, or Senior Communications Electrician Supervisor, Code 3691, who is assigned full time to the Avionics Section for training towards a FAA Repairman Certificate, shall receive, in addition to all other regular and premium compensation, additional

compensation of \$1.00 per hour for each hour so assigned over the appropriate salary for the class. Pensionable when regularly assigned.

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

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

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

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

- M. Employees in any unit class, when regularly assigned, as defined in Section 4.75 of the Los Angeles Administrative Code, to perform maintenance, service or repair of motor sweepers or of sewage disposal facilities and equipment, or cleaning catch basins, or transporting sewage or catch basin debris more than 50% of a work day, shall receive, for each day so assigned, salary at the appropriate step of the second premium level (5.5%) above the salary range prescribed for the class. Pensionable when regularly assigned.
- N. An employee in the class of Mechanical Repair General Supervisor, Code 3731, or Construction and Maintenance Supervisor II, Code 3127-2, in the Harbor Department who is regularly assigned to supervise a Port Electrical Mechanic Supervisor, Code 3759, shall receive an additional pensionable 5.50% over the appropriate base bi-weekly salary for the class.
- O. Any Public Works Bureau of Sanitation employee in the class of Wastewater Treatment Electrician Supervisor (Code 5613) that has completed a high voltage training program and is deemed competent in operation of high voltage equipment, starting high voltage generators and taking transformer oil samples shall, in addition to all other regular and premium pay, receive a two-premium level (5.5%) pensionable bonus; and any employee in the class of Wastewater Treatment Electrician Supervisor that has become a Qualified Electrical Worker (QEW) shall receive an additional two premium level (5.5) pensionable bonus.
- P. Any Public Works Bureau of Street Lighting employee in the class of Street Lighting Electrician Supervisor I/II/III (Code 3840-1, 2, or 3), who has completed a 4800 volt high voltage training program and is deemed competent in the operation of high voltage equipment shall, in addition to all other regular and premium pay, receive a two-premium level (5.5%) pensionable bonus; and any of these same employees working at the Bureau of Street Lighting that become

Qualified Electrical Workers (QEW) shall receive an additional two-premium level (5.5%) pensionable bonus.

Any Street Lighting Electrician Supervisor I/II/III (Code 3811-1, 2, 3) working at the Bureau of Street Lighting, who is qualified to perform electrical repairs on Street Lighting High Voltage Circuits operating at 4800 volts, and is currently performing such work prior to July 1, 2015, shall receive a four-premium level (11%) pensionable bonus.

- Q. Any Electrician Supervisor (Code 3865) working at Los Angeles World Airport (LAWA) who has completed a 4160 volt high voltage training program and is deemed competent in the operation of high voltage equipment shall receive a two-premium level (5.5%) pensionable bonus. Any Electrician Supervisor (Code 3865) working at Los Angeles World Airport (LAWA) who becomes a Qualified Electrical Worker (QEW) as determined by the LAWA and retains such qualified designation shall receive an additional two-premium level (5.5%) pensionable bonus. If an individual has previously qualified while in another classification through work experience and/or on-the-job training, it is not necessary to re-qualify to receive these bonuses.
- R. Port Electrical Mechanic Supervisors (Code 3759) and Mechanical Repair General Supervisors (Code 3731) who have completed the required on-the-job training and classroom work, as designated by Port Management, and have at least one year of experience as a Port Electrical Mechanic Supervisor or Mechanical Repair General Supervisor, shall receive the equivalent of a pensionable two premium level (5.5%) pensionable bonus. If an individual has previously qualified through work experience and/or on-the-job training, it is not necessary to re-qualify to receive this bonus.
- S. Employees who are required to hold a Los Angeles City Fire Chief's Regulation 4 (Reg.4) license shall receive a two-premium level pensionable bonus (5.5%) provided the license is maintained and current. For any period during which the license is not valid, no retroactive payment shall be made once a current license is presented to the employing department.
- T. Employees who are required to supervise two or more supervisory employees with a total of 15 or more employees shall be paid a two-premium level (5.5%) pensionable bonus. These employees shall a biweekly rate that is at least 5.5% more than the employees they supervise, including base pay and regularly-assigned bonus.