

**MEMORANDUM OF UNDERSTANDING
FOR JOINT SUBMISSION TO THE CITY COUNCIL
REGARDING THE
PLANT EQUIPMENT OPERATION AND REPAIR REPRESENTATION UNIT
(MOU #9)**

This

MEMORANDUM OF UNDERSTANDING

made and entered into this 4th day of December, 2015

BY AND BETWEEN THE

CITY OF LOS ANGELES

AND THE

LOCAL 501, INTERNATIONAL UNION OF OPERATING ENGINEERS, AFL-CIO

July 1, 2015 through June 30, 2018

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SECTION 1.0 GENERAL PROVISIONS

ARTICLE 1.1 RECOGNITION

On April 27, 1973, the City of Los Angeles Employee Relations Board ("ERB") certified Local 501, International Union of Operating Engineers ("Local 501, IUOE" or "Union"), AFL-CIO, as the majority representative of employees in the Plant Equipment Operation and Repair Representation Unit ("Unit"). Accordingly, Management recognizes Local 501, IUOE, as the exclusive representative of the employees in said Unit.

The term "employee(s)" as used herein shall refer only to employees in the classifications listed in the Appendices herein, including such classifications or positions subsequently accreted to the Unit.

The term "Management" as used herein shall refer to the Los Angeles City Council, departments, bureaus and divisions.

ARTICLE 1.2 IMPLEMENTATION OF MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("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 ("CAO") in writing that it has approved this MOU in its entirety;
- B. The heads of those departments, offices or bureaus represented herein have taken such actions as might be required to fully implement the provisions of this MOU; and,
- C. The Los Angeles City Council ("City Council") has: (1) approved this MOU in its entirety; (2) amended applicable provisions of the Los Angeles Administrative Code ("LAAC"); (3) amended departmental personnel ordinances and applicable codes; and, (4) appropriated the funds necessary to implement those provisions which require funding.

ARTICLE 1.3 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or existing understandings or agreements by the parties, whether formal or informal, regarding these matters are hereby superseded or terminated in their entirety.
- B. Except as specifically provided for herein, the parties, voluntarily and unqualifiedly waive their respective rights to meet and confer in good faith during the term of this MOU, with respect to any subject or matter covered herein, or

with respect to any other matters within the scope of the meet and confer in good faith process. However, this Article shall not preclude mutually agreed upon meet and confer in good faith sessions for the purpose of altering, waiving, modifying, or amending this MOU.

Notwithstanding the foregoing:

- C. No alteration, variation, waiver, modification or amendment of any of the articles, terms, or provisions, Letters of Agreement or Intent requiring approval of the City Council contained herein, shall in any manner be binding upon the Union or Management unless and until jointly recommended in writing to the City Council and approved and implemented in accordance with Article 1.2, Implementation of Memorandum of Understanding.
- D. The waiver of any breach, term or condition of this MOU by any party to this MOU shall not constitute a precedent in the future enforcement of any of its articles, terms and provisions.

ARTICLE 1.4 PROVISIONS OF LAW AND SEPARABILITY

This MOU is subject to all applicable Federal, State, and local laws, the Los Angeles City Charter, and any lawful rules and regulations enacted by the Civil Service Commission, the ERB, or similar independent City commission(s). If any article, part, or provision of this MOU is in conflict or inconsistent with such applicable provisions of Federal, State, or local law or regulations, or is otherwise held to be invalid or unenforceable by any tribunal of competent jurisdiction, such article, part, or provision shall be suspended and superseded by such applicable law or such regulations and the remainder of this MOU shall not be affected thereby.

ARTICLE 1.5 TERM

- A. The term of this MOU shall commence on the date when the terms and conditions for its effectiveness, as set forth in Article 1.2, Implementation of Memorandum of Understanding, are fully met, except to the extent that the parties have agreed in Letters of Agreement to continue to meet and confer after implementation, but in no event shall said MOU become effective prior to 12:00 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 30, 2013 shall have remained in effect through 11:59 p.m. on June 30, 2015.
- B. Notwithstanding the above, 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 Article 1.6, Calendar for Successor MOU, to their mutual satisfaction and are continuing to meet and confer in good faith.

ARTICLE 1.6 CALENDAR FOR SUCCESSOR MOU

In the event 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. Upon written mutual consent by the parties, the timelines for both the written proposals and/or the meet and confer process may be extended.

ARTICLE 1.7 MANAGEMENT RIGHTS

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

ARTICLE 1.8 PEACEFUL RESOLUTION OF DISPUTES

During the term of this MOU, or any subsequent period when impasse resolution procedures are in progress, or recommendations stemming therefrom are being considered by the parties to this MOU, Management agrees it will not lock out employees in this Unit, and the Union agrees that it will neither advocate, encourage nor participate in any work stoppages, nor encourage said employees to abstain in whole or in part from the full, faithful and proper performance of their duties of employment.

ARTICLE 1.9 NONDISCRIMINATION

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

- B. 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 his/her rights granted pursuant to Employee Relations Ordinance Section 4.857.

SECTION 2.0 UNION SECURITY

ARTICLE 2.1 UNIT MEMBERSHIP LIST

Management will provide the Union in writing, within thirty (30) days from the effective date of this MOU, and each thirty (30) days thereafter, an alphabetized list of employees subject to this MOU to include each employee's identification number, class code, class title, Union membership status, and location by department and division, as applicable. Home addresses shall be provided within sixty (60) days from the effective date of this MOU and each ninety (90) days thereafter.

ARTICLE 2.2 WORK ACCESS

- A. A full-time Union Staff Representative shall have access to the facilities of the departments, offices or bureaus represented herein during working hours for the purpose of assisting employees covered under this MOU, in the presenting of grievances when such Union assistance is requested by the grievant(s), or in investigating matters arising out of the application of the provisions of this MOU. Said representative shall request authorization for such visit by contacting the designated representative of the head of the department, office or bureau of the facility that the representative desires to visit. In the event immediate access cannot be authorized, the Union staff representative shall be informed as to the time when access can be granted.
- B. The Union shall give to all heads of departments, offices or bureaus represented herein a written list of its full-time Union Staff Representatives which list shall be kept current by the Union.
- C. This Article shall not be construed as a limitation on the authority of the head of a department, office or bureau to restrict access to areas designated as security or confidential.

ARTICLE 2.3 LEAVES OF ABSENCE TO ATTEND UNION FUNCTIONS

Subject to the staffing needs of a department, office or bureau, employees who have been officially appointed or elected by the Union to serve as officers or delegates may, upon written request of the Union, be granted temporary leave(s) of absence without pay not to exceed an aggregate total of seven (7) calendar days annually to attend official Union conventions and/or conferences.

ARTICLE 2.4 USE OF CITY FACILITIES

- A. The Union may use City facilities with prior approval of Management for the purpose of holding meetings, to the extent that such facilities can be made available without interfering with normal departmental operations.
- B. If the use of a facility requires a fee for rental, special setup, security, and/or cleanup service, the Union will assume the cost.

ARTICLE 2.5 BULLETIN BOARDS

- A. Management will provide bulletin boards or space at locations reasonably accessible to Union members, which may be used by the Union for the following purposes:
 - (1) Notices of Union meetings.
 - (2) Notices of Union elections and their results.
 - (3) Notices of Union recreational and social events.
 - (4) Reports of official Union business.
 - (5) Any other communication which has received the prior approval of the head of the department, office or bureau, of the facility where said material is to be posted.
- B. All notices or other communications prior to being posted shall be identified with an official stamp of the Union, initialed by a full-time Union Staff Representative and, if requested by Management, submitted to the Management Representative of a department, office or bureau for posting.
- C. The Union shall place a removal date on all materials to be posted.

ARTICLE 2.6 EMPLOYEE RELATIONS

- A. Meetings at reasonable intervals may be scheduled at the request of a full-time Union Staff Representative or the Management Representative of a department, office or bureau for the purpose of informally discussing potential employer-employee relations problems.
- B. Operating Engineers Local 501, the Bureau of Sanitation, and the Office of Management Employee Services, Department of Public Works, have established a Work Issue Committee. The Committee's mission will be to cooperatively review and attempt to develop solutions to work issues and problems involving Bureau of Sanitation rules, policies, procedures, and practices affecting members of Local 501; provide advice, assistance and support to managers and employees that promote the effectiveness, efficiency, and quality of work life; and provide an effective means of communication between Bureau officials, managers, and employees. It is understood that the Committee shall not meet

and confer on any matters under discussion and that individual grievances or complaints shall not be considered at Committee meetings. The minutes of all meetings shall be prepared and posted on official bulletin boards in all wastewater treatment plants.

ARTICLE 2.7 EMPLOYMENT OPPORTUNITIES

- A. The Personnel Department will provide to the Union copies of all job bulletins. Tentative examination bulletins approved by the Personnel Department will be provided to the Union seven (7) calendar days prior to the date of the public posting of the final bulletin for the examination.
- B. Effective December 13, 2015, employees shall be granted reasonable time off with pay for the purpose of taking oral promotional examinations when such examinations are given by the City and scheduled during the employee's normal working period; provided, however, that each employee entitled to such time off with pay shall give reasonable advance notice to his/her supervisor. Such time off with pay shall include travel time.

ARTICLE 2.8 AGENCY SHOP

The following agency shop provisions are effective.

A. DUES/FEES

- (1) (a) Each employee in this Unit who has completed thirty (30) calendar days of City service and who is not on a leave of absence, shall, as a condition of continued employment, become a member of the Union, or pay said Union a service fee in an amount not to exceed periodic dues and general assessments of the Union for the term of this MOU. However, said fee shall not be assessed in any biweekly pay period in which the affected employee is not paid a minimum of twenty (20) hours. Such amounts shall be determined by Union and implemented by Management in the first payroll period, which starts thirty (30) calendar days after written notice of the new amount is received by the Controller.
- (b) Effective December 13, 2015, employees who are members of the Union prior to (1) starting an unpaid leave of absence, or (2) otherwise going on inactive status due to lack of scheduled hours, shall be reinstated as Union members with automatic dues deduction immediately upon their return to work.
- (2) Notwithstanding any provisions of LAAC Section 4.203 to the contrary, during the term of this MOU, payroll deductions requested by employees in this Unit for the purpose of becoming a member and/or to obtain

benefits offered by any qualified organization other than the Union, will not be accepted by the Controller. For the purpose of this provision, qualified organization means any organization of employees whose responsibility or goal is to represent employees in the City's meet and confer process.

- (3) Any employees in this Unit who have authorized Union dues deductions on the effective date of this MOU or 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 the Union from which dues deductions are to be cancelled. The Union will provide to the City with the appropriate documentation to process these membership dues cancellations within ten (10) business days after the close of the withdrawal period.
- (4) The CAO and the Union shall jointly notify all members of the Union they are required to pay dues or a service fee as a condition of continued employment and that such amounts will be automatically deducted from their paychecks. The religious exclusion will also be explained. The cost of this communication and the responsibility for its distribution shall be borne by Management.

B. EXCEPTIONS

(1) Management, Supervisory or Confidential Employees

The provisions of this Article shall not apply to Management, confidential, or supervisory employees.

- (a) Management and confidential employees shall be as defined in Section 4.801 and designated in accordance with Section 4.830d of the LAAC.
- (b) Supervisory employees shall be defined as follows:

"Supervisory employee" means any individual, regardless of the job description or title, having authority, in the interest of the employer, to hire, transfer, suspend, layoff, recall, promote, discharge, assign, reward, or discipline other employees, or responsibility to direct them, or to adjust their grievances, or effectively to recommend such action, if, in connection with the foregoing, the exercise of

such authority is not of a merely routine or clerical nature, but requires the use of independent judgment. Employees whose duties are substantially similar to those of their subordinates shall not be considered to be supervisory employees.

Management shall designate supervisory employees. Said designation or claim shall be reviewed jointly by Management and the Union. Any dispute shall be referred to the ERB for resolution.

(2) Religious Objections

Any employee who is a member of a bona fide religion, body, or sect, which has historically held conscientious objections to joining or financially supporting public employee organizations shall not be required to join or financially support the organization. Such employee shall in lieu of periodic dues or agency shop fees, pay sums equal to said amounts to a non-religious, non-labor charitable fund exempt from taxation under Internal Revenue Code Section 501(c)(3), 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 Controller for the processing of each payroll deduction taken. The Controller will deduct the aggregate amount of said fees on a biweekly basis.
- (2) The Controller shall also apply this provision to every permanent employee who, following the operative date of this Article, becomes a

member of this Unit, within sixty (60) calendar days of such reassignment or transfer. Such deduction shall be a condition of continued employment.

- (3) Management will provide the Union with the name, home address, and employee number of each permanent Unit employee.
- (4) The Controller shall notify the organization within sixty (60) calendar days of any employee who, because of a change in employment status, is no longer a member of the representation unit or subject to the provisions of this Article.

D. UNION RESPONSIBILITIES

- (1) The Union shall keep an adequate itemized record of its financial transactions and shall make available annually to the City Clerk, and to all Unit employees, within sixty (60) calendar days after the end of its fiscal year, a detailed written financial report thereof in the form of a balance sheet and an operating statement, certified as to its accuracy by its president and the treasurer or corresponding principal officer, or by a certified public accountant.
- (2) The Union certifies to the city that it has adopted, implemented and will maintain procedures 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), and any other applicable legal authority.
- (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 adopted January 11, 1982.

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

ARTICLE 2.9 CONTRACTING OF UNIT WORK

The parties agree that during the term of this 2015-2018 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 subsection 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 of the Charter 1022 notification following notice as indicated in subsection (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 (5) working 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 ERB Rules 11.03 and 11.04.

- (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.
- (1) Disputes over the practical consequences of the contracting of unit work, other than those occurring under paragraphs 4 and 5 above, shall be resolved in accordance with the provisions of Article 3.1, Grievance Procedure, and shall not delay the implementation of the contract if all other provisions of this article have been met.
 - (2) The parties agree that the review of "practical consequence" grievances shall begin with the first formal level of review of the grievance procedure and that said grievances shall be subject to advisory arbitration, except as provided in the Arbitration step of Article 3.1, Grievance Procedure.
- G.
- The parties agree that, effective December 13, 2015, the Union may file a grievance regarding the Charter 1022 notification.
- (1) A grievance challenging the 1022 notification shall be filed within fifteen (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 thirty (30) days of 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.

SECTION 3.0 GRIEVANCES

ARTICLE 3.1 GRIEVANCE PROCEDURE

STATEMENT OF INTENT

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

DEFINITION

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

- A. An impasse in meeting and conferring upon the terms of a proposed 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 herein provided, or by action before the ERB. The employee's election of either procedure shall constitute a binding election of the procedure chosen and a waiver of the alternate procedure.

B. GRIEVANCE PROCESS RIGHTS

- (1) For the purpose of presenting grievances each employee has the right to represent himself/herself or to be represented by a representative of his/her choice at the informal discussion level with his/her immediate supervisor, in all formal review levels and in arbitration if so approved by the Union.
- (2) 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

- (1) "Business days" shall be defined as Monday through Friday, exclusive of City Holidays, as defined in Article 7.6, Holidays and Holiday Pay.
- (2) 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.
- (3) The time limit within each step of the grievance procedure for meeting and/or responding may be extended by written mutual agreement (except for the Los Angeles Police department provision for submissions to the Police Commission).
- (4) Arbitration - The time limit for the Union to submit a written request for arbitration may be extended by written mutual agreement.

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 Employee Relations Ordinance 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

- 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 or the department's designee. 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. 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.
- (1) Arbitration of a grievance hereunder shall be limited to the formal grievance as originally filed by the employee to the extent that said grievance has not been satisfactorily resolved. The proceedings shall be conducted in accordance with applicable rules and procedures adopted or specified by the 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.
 - (2) The decision of an arbitrator resulting from any arbitration of a grievance hereunder shall be binding upon the parties concerned.
 - (3) The decision of an arbitrator resulting from any arbitration of grievances hereunder shall not add to, subtract from, or otherwise modify the terms and conditions of this 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

- 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 by the Police Commission in the Police Department, the Union may file for arbitration pursuant to the procedure in Step 4 – Arbitration, above.

ARTICLE 3.2 UNION STEWARDS

- A. (1) The Union may designate a reasonable number of Union Stewards who must be members of the Union, and shall provide all departments, offices,

or bureaus with a written list of employees who have been so designated and revised lists within thirty (30) calendar days of any changes in said designations. A Steward may represent a grievant(s) in the presentation of a grievance 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.

- (2) An employee and/or his/her Steward may have a reasonable amount of paid time off for the above-listed activities. However, a Steward will receive paid time off only if he/she is the representative of record; is a member of the same Union as the employee; is employed by the same department, office or bureau as the employee; and, is employed within a reasonable distance from the work location of the employee.
 - (3) If a representative Steward must leave his/her work location to represent a grievant he/she shall first obtain permission from his/her supervisor on a form provided for such purpose. Permission to leave will be granted unless such absence would cause an undue interruption of work. If such permission cannot be granted promptly, the 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, excluding scheduled days off and/or legal holidays, unless otherwise mutually agreed to. Denial of permission to leave at the time requested will automatically constitute an extension of the time limits provided in the grievance procedure herein equal to the amount of the delay.
 - (4) Before leaving his/her work location, the Steward 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.
 - (5) Time spent on grievances or the pre-disciplinary representation activities described above, outside of regular working hours of the employee or his/her Steward shall not be counted as time worked for any purpose. Whenever these activities occur during the working hours of the employee and/or the 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 the actual representation of employees and does not include time for investigation, preparation or any other preliminary activity.
- B. (1) Any Wastewater Treatment Operator at the Hyperion Treatment Plant who is designated Senior Grievance Representative by the Union will be regularly assigned to a Monday through Friday, Tuesday through Saturday, or Sunday through Thursday daytime shift during the period that the employee so serves. Should the Union designate an employee other than a Wastewater Treatment Operator, the employee will have first

priority to be assigned to one of the above shifts as soon as an opening for his/her classification occurs.

- (2) At such time as an employee is no longer designated Senior Grievance Representative, he/she will be reassigned to whatever shift his/her seniority entitles him/her to. This assignment may not result in the reassignment of another employee to create a vacancy nor result in an over-strength assignment.
- C.
- (1) In order to facilitate the expeditious resolution of workplace disputes at the lowest possible level, the parties agree to establish a joint Labor-Management training program for Stewards and front-line supervisors.
 - (2) No later than November 15, 2015 or another date mutually agreed upon by the parties, the Union and City representatives will have established a curriculum and training program that will provide skills for both Stewards and front-line supervisors in the processing and resolution of grievances and other workplace issues in a cooperative, problem-solving manner. Upon completion of the program, both Union Stewards and front-line supervisors will be certified. Stewards certified through this training shall be authorized to spend up to two (2) hours of City time to investigate each dispute raised under the Grievance Procedure of this MOU.
 - (3) As is practicable, grievances will be heard by certified supervisors.

SECTION 4.0 ON THE JOB

ARTICLE 4.1 SAFETY

- A. Management will make every reasonable effort to provide safe working conditions and the Union will encourage all employees to perform their duties in a safe manner and in accordance with any instructions for said purposes.
- B. Safety clothing and/or safety devices (except safety shoes) currently provided by Management will continue to be provided as long as the need exists. The Union will encourage every employee to utilize all safety clothing and safety devices so provided to the fullest extent possible.
- C. It shall be the responsibility of each employee to report promptly to his/her immediate supervisor any unsafe condition observed. Depending upon the circumstances the supervisor will, if satisfied an unsafe condition exists, either:
- (1) Halt any unsafe practice at once;
 - (2) Repair or replace unsafe equipment as soon as reasonably possible; or

- (3) Correct or eliminate a hazardous condition if able, or promptly report the nature and location of the hazardous condition to the departmental safety coordinator.
- D. Additionally, the Departmental Safety Coordinator or designee shall immediately report to the Personnel Department Occupational Safety Office all uncorrected conditions, which involve an imminent safety hazard.
- E. If the foregoing procedure for correcting an unsafe condition fails to affect a remedy within a reasonable time, the employee or his/her representative may refer such unresolved complaint to the State Safety Engineer for processing under the Cal/OSHA rules and regulations.
- F. It is mutually understood that the Senior Grievance Representative will be a member of the Hyperion Treatment Plant Safety Committee.

ARTICLE 4.2 UNIFORMS

- Note 1: Employees who are required by their appointing authority to wear a work uniform shall receive uniform benefits and/or uniform maintenance allowances as provided below. Any allowances paid to employees herein are non-pensionable.
- Note 2: Where Federal and/or State laws require employers to provide laundering service for contaminated work uniforms, Management shall provide the mandated laundering service. Under such circumstances, any uniform maintenance allowance currently in effect shall be suspended for the appropriate period and for the appropriate employee(s).
- Note 3: Supervisors, as determined by the ERB, are not included under the provisions of this Article, with the exception as stated below in subsections A and E regarding the Bureau of Sanitation and the General Services Department.
- Note 4: Employees may request to receive the uniform maintenance allowance in lieu of Management providing laundering service. Management has sole discretion to approve such request.

A. DEPARTMENT OF PUBLIC WORKS

(1) Bureau of Sanitation

- (a) Employees in the classifications listed below in the Bureau of Sanitation shall be issued five (5) sets of uniforms consisting of either work shirts and pants, or coveralls, which will be laundered and maintained at Management's expense. Two jackets will be

issued and replaced, as needed. All uniforms will have the employee's name and the plant/division, name/logo attached.

- (b) Exception: If employees are responsible for maintenance of required work uniforms, Management shall provide each employee a uniform maintenance allowance of either: 1) ten dollars (\$10.00) biweekly for coveralls; or, 2) twenty dollars (\$20.00) biweekly for work shirts and pants. (Also, see Note 4)

<u>Code</u>	<u>Title</u>
5853	Electric Pumping Plant Operator
3843	Instrument Mechanic
3844	Instrument Mechanic Supervisor
4122	Intermediate Wastewater Treatment Operator
3773	Mechanical Repairer
5851	Plant Attendant
1107	Plant Equipment Trainee
3772-1	Senior Mechanical Repairer I
3772-2	Senior Mechanical Repairer II
5856	Senior Electric Pumping Plant Operator
4123	Senior Wastewater Treatment Operator
5614	Wastewater Treatment Mechanic
5617	Wastewater Treatment Mechanic Supervisor
4121	Wastewater Treatment Operator
4121-1	Wastewater Treatment Operator I
4121-2	Wastewater Treatment Operator II
4121-3	Wastewater Treatment Operator III

(2) Bureau of Street Services

- (a) Employees in the Bureau of Street Services shall be issued coveralls.
- (b) Exception: If employees are responsible for maintenance of required work clothing, Management shall provide each employee a uniform maintenance allowance of ten dollars (\$10.00) biweekly for coveralls. (Also, see Note 4)

B. LOS ANGELES DEPARTMENT OF CONVENTION & TOURISM

If the City resumes management of the Los Angeles Department of Convention & Tourism at which employees in this MOU are employed, the parties agree to meet to discuss required work clothing and uniform maintenance for the involved Unit classifications.

C. FIRE DEPARTMENT

- (1) Employees in the classification(s) listed below in the Fire Department shall be issued uniforms which shall be laundered and maintained at Management expense.
- (2) Exception: If employees are responsible for maintenance of required work clothing, Management shall provide each employee a uniform maintenance allowance of either: 1) ten dollars (\$10.00) biweekly for coveralls; or, 2) twenty dollars (\$20.00) biweekly for other work uniforms. (Also, see Note 4)

<u>Code</u>	<u>Title</u>
3773	Mechanical Repairer

D. DEPARTMENT OF RECREATION AND PARKS

- (1) Employees in the classifications listed below when regularly assigned to the Department of Recreation and Parks Pool Maintenance Section shall receive an initial issue of five (5) sets of wash and wear type uniforms. These uniforms will be replaced, maintained and cleaned at the employee's expense. Said employee shall receive a biweekly uniform allowance of thirteen dollars (\$13.00) for the maintenance and replacement of uniforms.
- (2) All other Unit employees will receive a one-time payment of twenty-five dollars (\$25.00) for the purchase of coveralls, where required.

<u>Code</u>	<u>Title</u>
3773	Mechanical Repairer

E. ZOO DEPARTMENT

Employees in the classification(s) listed below when regularly assigned to the Zoo Department Sprinkler Shop shall receive an initial issue of five (5) sets of wash and wear-type uniforms. These uniforms will be replaced, maintained and cleaned at the employee's expense. Said employee shall receive a biweekly uniform allowance of thirteen dollars (\$13.00) for the maintenance and replacement of uniforms.

<u>Code</u>	<u>Title</u>
3773	Mechanical Repairer

F. GENERAL SERVICES DEPARTMENT

- (1) Employees in the classifications listed below in the General Services Department shall be provided uniforms which shall be laundered and maintained at Management's expense.
- (2) Exception: If employees are responsible for maintenance of required work clothing, Management shall provide each employee a uniform maintenance allowance of either: 1) ten dollars (\$10.00) biweekly for coveralls; or, 2) twenty dollars (\$20.00) biweekly for other work uniforms. (Also, see Note 4)

<u>Code</u>	<u>Title</u>
3773	Mechanical Repairer
5923	Building Operating Engineer
5925	Senior Building Operating Engineer
5927	Chief Building Operating Engineer

G. DEPARTMENT OF TRANSPORTATION

- (1) Employees in the Department of Transportation shall be issued uniforms/coveralls which shall be laundered and maintained at Management's expense.
- (2) Exception: If employees are responsible for maintenance of required work clothing, Management shall provide each employee a uniform maintenance allowance of either: 1) ten dollars (\$10.00) biweekly for coveralls; or, 2) twenty dollars (\$20.00) biweekly for other work uniforms. (Also, see Note 4)

H. LOS ANGELES WORLD AIRPORTS

- (1) Employees in the Los Angeles World Airports shall be issued, when required by the appointing authority, wash and wear-type uniforms (or coveralls, which are optional), or a voucher that covers the full cost of purchase and replacement of said items during the terms of this MOU. These uniforms and coveralls shall be maintained by the employee.
- (2) Each employee required to wear a uniform (or those who elect to wear coveralls) shall receive a uniform maintenance allowance of twenty dollars (\$20.00) biweekly.

I. HARBOR DEPARTMENT

- (1) Employees in the Harbor Department shall be provided uniforms/coveralls which shall be laundered and maintained at Management's expense.

- (2) Exception: If employees are responsible for maintenance of required work clothing, Management shall provide each employee a uniform maintenance allowance of either: 1) ten dollars (\$10.00) biweekly for coveralls; or, 2) twenty dollars (\$20.00) biweekly for other work uniforms. (Also, see Note 4)

ARTICLE 4.3 SAFETY SHOES

- A. Effective December 27, 2015, The City will provide an annual cash payment of two hundred and fifty dollars (\$250.00) to each Unit employee who is on active payroll status on January 1 of each year for the purchase, repair and maintenance of safety shoes. This payment shall be by separate check distributed in February of each year. This payment is a supplement to the uniform allowance, is not intended to be part of wages. (Non-pensionable)
- B. Employees who are not on an active payroll status on January 1 may become eligible for a prorated cash payment equal to 1/12 of the payment amount for each month in which the member was on active payroll status for any period of time, if the employee returns to active payroll status during the same calendar year.
- C. Each department shall develop safety shoes standards to include safety requirements, style and color consistent with operating needs and reasonable uniformity. All employees, including new hires and transfers, shall be responsible for compliance with these standards regardless of eligibility for the annual cash payment. Failure to wear approved and serviceable safety shoes while on duty may subject the employee to appropriate discipline.

ARTICLE 4.4 REST PERIODS

When work can be interrupted, brief rest periods will be permitted which shall be taken at a time and place in a manner determined by the head of the department, office or bureau, but subject to review and to such revision by the CAO as in his/her judgment may be appropriate. Such rest periods shall be with pay and shall not exceed fifteen (15) minutes for each four (4) hours of work. As these rest periods are intended to be a recess to be preceded and followed by an extended work period, they shall not be taken during the first hour or the last hour of the work shift without the authorization of the designated representative of the head of any department, office or bureau represented herein. These rest periods shall not be used to cover an employee's late arrival to work or early departure therefrom, nor shall said rest periods be regarded as cumulative if not taken.

ARTICLE 4.5 PERSONNEL FOLDERS

- A. Upon request, an employee shall be entitled to review the contents of his/her official departmental personnel file at reasonable intervals, during hours when the departmental personnel office is open for business. Such review shall not interfere with the normal business of the department, office of bureau.
- B. No evaluator or disciplinary document may be placed in an employee's official departmental personnel file without his/her review and a copy of the document being presented to the employee. The employee shall acknowledge that he/she has reviewed and received a copy of the document by signing it with the understanding that such signature does not necessarily indicate agreement with its contents.
- C. A written reprimand or "Notice to Correct Deficiencies" shall be sealed upon the written request of an affected employee if he/she has not been involved in any subsequent incidents of a similar nature that resulted in written corrective action for a period of three (3) years from the date the most recent notice was issued or action taken.
- D. Any document removed or sealed pursuant to the above paragraph shall be available upon subpoena or other appropriate legal request.

ARTICLE 4.6 PART-TIME EMPLOYMENT

Effective December 13, 2015, the following appeal procedure for intermittent part-time and Civil Service-exempt half-time employees shall be as follows:

- A. An intermittent part-time or Civil Service-exempt half-time employee who has worked a total of at least 2,000 cumulative hours from his/her initial hire date who is subject to discipline shall be provided with the following:
 - (1) A written description of the action(s) to be taken and the expected effective date(s).
 - (2) A written statement of the specific grounds upon which the disciplinary action is based.
 - (3) A copy of the materials upon which the action is based.
 - (4) A written statement informing the employee of his/her right to appeal the disciplinary decision within five business days to an advisory Hearing Officer.
 - (5) The City and the Union will jointly develop a list of hourly Hearing Officers knowledgeable in employee relations. Discipline cases for

intermittent part-time and Civil Service exempt half-time employees who have worked a total of at least 2,000 cumulative hours from his/her initial hire date will be heard by a Hearing Officer from this list.

- (6) The hearings shall take no more than four (4) hours, which the Hearing Officer will divide as equally as possible between the Parties. The hearing shall be scheduled within five (5) business days of the notice of appeal filed by the employee, unless another date is mutually agreed upon by the Department and the employee. The cost of the Hearing Officer shall be shared equally by the Union and the City.
 - (7) The Hearing Officer shall determine if the discipline or level of discipline is based on a reasonable good faith conclusion that the employee engaged in misconduct.
 - (8) The Hearing Officer shall issue a written decision the same day, which shall be advisory to the Department head, whose decision shall be final.
- B. Effective July 26, 2015, after 1,000 compensated hours in one service year, intermittent part-time employees shall qualify for half-time status benefits, shall be certified to LACERS, and shall be eligible to receive pro-rated benefits as of the date they reach 1,000 hours of service.

SECTION 5.0 WORK SCHEDULES

ARTICLE 5.1 WORKWEEK AND HOURS

- A. 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. For employees working a rotating shift schedule or employees covering a seven (7) day operation, the workweek shall average forty (40) hours and at least two (2) consecutive rest days per week, exclusive of holidays, except in weeks where a shift change occurs.
- B. This section (B) shall not apply to shift employees as defined in Subsection D. below.

Management may assign employees to work a four/ten, five/fifty, nine/eighty or other work schedule provided that such assignment is not arbitrary, capricious or discriminatory. Management shall have the right to refuse an employee's request to work a four/ten, nine/eighty or other work schedule and to require the reversion to a five/fifty work schedule, provided that the exercise of such right is not arbitrary capricious or discriminatory. Employees on a nine/eighty (9/80) work schedule shall have designated a regular day off, which shall remain fixed.

Temporary changes to the designated 9/80 day off is prohibited unless it is intended for the employee to work additional hours which may result in payment overtime.

- C. A minimum of eight (8) hours of work shall constitute a day's work for fulltime non-shift employees not including an unpaid meal period of at least thirty (30) minutes.
- D. Eight (8) consecutive hours of work shall constitute the workday of shift employees. Shift employees will be expected to properly relieve the prior shift. Said employees shall be permitted to eat while on duty when conditions permit.
- E. Each employee shall have a minimum of twelve (12) hours off before the start of his/her next work shift. Any time worked during said minimum twelve (12) hours off is considered overtime and shall be compensated at the overtime rate for the class as established in accordance with Article 6.2, Overtime. Such compensation shall not be paid more than once for any hours worked, and there shall be no pyramiding of overtime. An employee may at his/her option and with the approval of Management waive, in writing, such minimum twelve (12) hours off before the start of his/her next work shift.
- F. Overtime shall be computed in accordance with FLSA for all employees.

ARTICLE 5.2 WORK SCHEDULES

- A. Work schedules are defined as an employee's assigned hours of the day, days of the week, and/or his/her shift rotation schedule.
- B. Work schedules showing employees' shifts, workdays and hours will be posted on appropriate bulletin boards at all times.
- C. (1) Except in emergencies*, and except Bureau of Sanitation employees occupying relief bid positions, an employee shall be notified of a change in his/her work schedule at least seven (7) calendar days in advance of such change. Bureau of Sanitation employees occupying relief bid positions shall be entitled to forty-eight (48) hours' notice of a schedule change. Said change shall not be made for disciplinary purposes. Failure to meet this advance notice shall result in payment equivalent to four (4) hours at the straight time rate in addition to any pay received for the first regular shift worked after such change. Supervisors and employees may mutually agree to waive the notification requirements for a change in schedule.

*An emergency is defined as a sudden unexpected happening; an unforeseen occurrence or condition; specifically, perplexing contingency or complication of circumstances; a sudden or unexpected occasion for action; exigency; pressing necessity. (Black's Law Dictionary.)

- (2) Management will give favorable consideration to a temporary shift and/or days off swap mutually agreed upon by employees where such swap will not result in overtime or payment in (1) above and does not affect the operating efficiency of the facility or quality of service to the public. Such swaps, if approved, are not intended to be for an extended period of time and shall not exceed the period of time necessary to complete the activity that prompted the request. Requests shall be submitted by the employee requesting the swap in writing and shall indicate the day(s) involved and the employee with whom the swap is to be made. Such swaps are understood to be an accommodation for the convenience of the requesting employee, which Management is under no obligation to grant. Such requests, if denied, shall not be grievable. No swaps granted pursuant to this provision shall result in additional compensation or benefits to any employee in excess of that which would have been applicable if the swap had not taken place. Such swaps must be reconciled by both parties within the same pay period.
- (3) No work schedule shall be changed unless it is predicated entirely upon the operating needs of the Bureau or Department, and shall not be for the purpose of avoiding the payment for overtime work.
- (4) Employees assigned to temporary assignments under this Article shall be notified of the approximate duration of the assignment.

SECTION 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:

- A. Effective June 25, 2017, employees covered by this MOU shall receive a two percent (2%) salary increase.
- B. Effective January 7, 2018, each employee who is employed in a flat-rated classification shall receive a salary adjustment of two and three-quarters percent (2.75%).

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 of five and one-half percent (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

A. 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. All overtime worked must be approved in advance by Management.

B. 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. Overtime records of said employees may be inspected at reasonable times and intervals by a full-time Union Staff Representative, a representative designated by the Union, who shall be a member of the Unit and employed at said work location.

Notwithstanding the foregoing, a supervisor shall make a sincere effort to relieve an employee working overtime whenever said employee so requests.

C. OVERTIME RATE AND METHOD OF COMPENSATION

- (1) All employees in these Unit shall be compensated in cash or time off at the rate of time and one-half (1.5) the employee's regular straight time hourly rate for all hours worked in excess of forty (40) hours in any workweek. Management shall determine whether compensation shall be in cash or time off based on the availability of overtime funds. (Non-pensionable)
- (2) Effective December 13, 2015, no more than one hundred and sixty (160) hours of compensatory time off may be accumulated at any time and employees may use this compensatory time upon request, unless granting of such time would unduly disrupt the operations of the department. Employees may accumulate hours in excess of one hundred and sixty (160) hours for a temporary period of time.
- (3) If compensatory time off over one hundred and sixty (160) hours cannot be taken within one (1) year after such overtime was worked, Management may direct employees to use the accumulated time that exceeds one hundred and sixty (160) hours prior to the end of the fiscal

year; require employees to use such time in lieu of vacation or other leave time; or authorize compensation in cash. No employee shall lose accumulated time off.

- (4) Upon an employee's request, Management may compensate the employee in cash or all or part of the employee's compensatory overtime bank at any time, subject to the availability of funds.
- (5) Under no circumstances shall compensated time off in excess of two hundred and forty (240) hours be accumulated. Unless funds are available to pay overtime in cash, no additional overtime shall be approved until the employee's accumulated overtime balance is reduced below two hundred and forty (240) hours.
- (6) Overtime shall not be paid more than once for any hours worked, and there shall be no pyramiding of overtime.

D. 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 a scheduled overtime work shift on a normal work day off or at least four (4) hours on an unscheduled overtime work shift the employee shall be paid an overtime meal allowance in the amount of ten dollars (\$10.00). (Non-pensionable)

ARTICLE 6.3 CALL BACK PAY, STANDBY AND DISTURBANCE CALL PROVISIONS

A. CALL BACK PROVISIONS

Whenever an employee is required by Management to immediately return to duty following the termination of the employee's work shift and departure from the employee's work location, the employee shall receive a minimum payment equivalent to four (4) hours of work at the regular overtime rate for the class as set forth in Article 6.2, Overtime. Notwithstanding the provisions of Article 6.2, Overtime, all overtime earned as a result of call back will be paid in cash. Compensated time shall begin at the time the employee is called out and end upon completion of the job. It is agreed that this compensated time includes a maximum of one (1) hour travel time to the job location. (Non-pensionable)

B. STANDBY PROVISIONS

(1) Designation of and Responsibilities of Employees

Management may designate certain employees to be on standby duty. Standby lists will be established using the following method:

- (a) Volunteers in the classification required.
- (b) In class seniority in classification required.
- (c) Special skills required.

- (2) While each plant/facility will have a separate standby list, an employee may be called to report to any plant/facility.
- (3) Standby duty will rotate among eligible employees a minimum of every two (2) payroll periods as long as there are at least two (2) eligible employees. New employees and/or employees, who had opted off of standby provisions and desire to return, will be added to the bottom of the list.
- (4) Management may supply eligible employees with electronic "beepers". When a "beeper" call is made to an employee, that employee shall return the call promptly, by telephone, and report to the required plant within an hour of the telephone response. Failure to respond by telephone promptly and to show at the designated plant within an hour may result in deletion from the standby list.

(5) Standby Pay

Employees will be paid two dollars and twenty-five cents (\$2.25) for each hour assigned to standby. When called, the employee will be paid at the regular overtime rate for the class from the time of the telephone response through to the end of the job. A minimum of four (4) hours of overtime is guaranteed for each call. However, employees will not receive pay of two dollars and twenty-five cents (\$2.25) per hour for any time the employee is receiving pay pursuant to this MOU, including the four (4) hour overtime guarantee described herein as "Call Back Provisions." (Non-pensionable.)

Notwithstanding the provisions of Article 6.2, Overtime, all overtime earned on standby will be paid in cash, and standby time shall not count as hours worked for the purpose of computing overtime pay.

C. 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 (1.5) in cash or compensated time off, as determined by the Department head or designee, for each such incident. Work in excess of one (1) hour shall be treated in accordance with the call back provisions of this MOU, except that any employee receiving stand-by pay for the same day shall not be eligible to receive compensation under this Article for that day. (Non-pensionable)

ARTICLE 6.4 ADJUSTED SALARY FOR SPECIFIED ASSIGNMENTS

A. Premium pay shall be administered in accordance with the provisions of LAAC Sections 4.61 (Schedule A, Note H), 4.72, 4.74, and 4.75.

B. Employees shall not be eligible for adjusted salary under the provision of LAAC Section 4.61, Schedule A, former Note K (repealed in 2004). In lieu thereof, employees shall receive additional salary as specified below in subsection C, Obnoxious Conditions, of this Article.

C. SHIFT DIFFERENTIAL

Effective December 13, 2015, any employee, when required to work more than fifty percent (50%) of any work shift, as defined under Article 5.1 subsection D, Workweek and Hours, between the hours of 5:00 p.m. and 8:00 a.m., shall receive for each such shift worked, five and one-half percent (5.5%) above the appropriate base rate of the employee's classification.

D. HAZARDOUS CONDITIONS (Note H)

Any employee, when required to perform duties more than fifty percent (50%) of his/her regular shift on any one day, shall receive for each such day worked, five and one-half percent (5.5%) above the appropriate base rate of the employee's classification when the duties consist of:

- (1) Working on a ladder, scaffolding, a hydraulic lift platform, or scaffold or other device that is suspended by ropes or cable; or
- (2) Operating compressed air spraying apparatus to spray emulsified asphalt or weed control chemicals from a moving vehicle or to spray paint, or using a steam cleaning apparatus employing a heavy-duty caustic soda as a detergent; or,
- (3) Working in a deep sewer over eight feet in depth consisting of timbering, shoring, tunneling, pipe laying and concreting.

E. OBNOXIOUS CONDITIONS

Employees shall not be eligible for adjusted salary under the provision of LAAC Section 4.61, Schedule A, former Note K (repealed in 2004). In lieu thereof, employees shall receive the following additional salary:

Any employee, when required to perform duties more than fifty percent (50%) of his/her regular shift on any one day, consisting of working on sewage/wastewater disposal facilities and equipment or cleaning catch basins or transporting sewage or catch basin debris, shall receive for each such day worked, five and one-half percent (5.5%) above the appropriate base rate for the employee's classification.

F. PROCEDURE FOR PAYMENT

The procedure for the payment of premium pay under this Article shall be in accordance with LAAC Sections 4.72, 4.74, and 4.75, which are summarized below:

- (1) Section 4.72: *Premium pay authorization* - Requires that premium pay must be authorized in the Department Personnel Ordinance for the affected department or ordered by resolution of the City Council and approved by the Mayor.
- (2) Section 4.74: *Excluded classifications* - Excludes certain classifications named in the Code (and their successor classes) from premium pay because the premium is built into the base salary or wage of these classifications. (Salary Note 8 of this MOU lists the classifications in this MOU with base wages containing such built in premiums.)
- (3) Section 4.75: *Regular assignment* - Entitles employees who are regularly assigned to work in the situations which qualify for premium pay (i.e., who perform the qualifying duties every work day) to receive the premium pay during absences such as vacation, holiday, sick leave, or other authorized absence with pay. This Section also provides that when employees are regularly assigned, cash compensation for overtime will include the premium. (Pensionable)

ARTICLE 6.5 ACTING PAY

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) cumulative 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 eleventh (11th) cumulative 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 cumulative hours of assignment.

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.

D. COMPENSATION

An employee qualifying for additional compensation under this Article shall receive five and one-half percent (5.5%) above the appropriate biweekly rate for

his/her classification for each day on duty (present for 50% or more of the work day) in an acting assignment. (Non-pensionable)

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

ARTICLE 6.6 JURY SERVICE

- A. Any employee duly summoned to attend any court of competent jurisdiction for the purpose of performing jury service shall, for those days during which jury service is actually performed and 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.

ARTICLE 6.7 SUBPOENAED WITNESS COMPENSATION

- A. Subject to the exceptions and provisions of paragraphs B, C, and D of this Article, any employee in this Unit who is served with a subpoena by a court of competent jurisdiction or an administrative body to appear as a witness during his/her scheduled working period, unless he/she is a party to the litigation or an expert witness, shall be granted pay in the amount of the difference between the employee's regular earnings (excluding any potential overtime) and the witness fee. Any money received as compensation for mileage is not to be considered as a part of the employee's witness fees.
- B. This Article does not apply to any employee:
 - (1) Subpoenaed to appear in any proceeding as a litigant or as an expert witness;

- (2) Subpoenaed to appear as a witness in any action brought about as a result of his/her own misconduct, or brought about through his/her connivance;
 - (3) Making an appearance for which he/she receives compensation in excess of his/her regular earnings; or
 - (4) Subpoenaed to appear or appearing during his/her off duty hours.
- C. The Police Department may reschedule an employee so that his/her subpoena does not conflict with his/her hours of work; arrange with the subpoenaing authority to place the employee in an "on call" status; or reschedule an employee subpoenaed to appear during off duty hours to alternate hours.
- D. All departments other than the Police Department may, with the consent of the subpoenaed employee, reschedule that employee so that his/her subpoena does not conflict with his/her hours of work; arrange with the subpoenaing authority to place that employee in an "on call" status; or reschedule that employee subpoenaed to appear during off hours to alternate hours.
- E. The absence of an employee in this Unit for the purpose of serving as an expert witness during his/her scheduled working period, subject to the provisions of paragraphs A through D of this Article, shall be deemed an authorized absence with pay within the meaning of LAAC Section 4.75 with pay calculated pursuant to this MOU.

ARTICLE 6.8 MILEAGE

Each employee that is authorized to use his/her own vehicle, pursuant to LAAC Division 4, Chapter 5, Article 2, in the performance of his/her duties, shall be reimbursed for his/her transportation expenses at a rate equal to the standard mileage allowance determined by the Internal Revenue Service ("IRS") for all miles driven in a biweekly pay period, in addition to any and all salaries and other compensation otherwise provided for by law.

During the term of this MOU, the cents per mile reimbursement shall be adjusted to an amount equal to the annual standard mileage allowance as determined by the IRS. The CAO shall certify to the Controller appropriate changes, if required, to become effective the beginning of the pay period in which the change occurs.

ARTICLE 6.9 REIMBURSEMENT FOR LICENSE RENEWAL

Any employee in the following classes, who is required to maintain one or more of the following City and/or State licenses as a condition of employment, shall be reimbursed

by the City for the cost of renewing the license(s) upon presentation by the employee of a paid receipt for such cost:

A. Wastewater Treatment Certificate License (State)

<u>Code</u>	<u>Title</u>
4121	Wastewater Treatment Operator
4122	Intermediate Wastewater Treatment Operator
4123-1/2/3	Wastewater Treatment Operator I/II/III
4124	Senior Wastewater Treatment Operator

B. Unlimited Steam Engineer's License (City)

<u>Code</u>	<u>Title</u>
5865	Diesel Plant Operator
5923	Building Operating Engineer
5925	Senior Building Operating Engineer
5927	Chief Building Operating Engineer

C. Water Treatment Plant Certificate (State)

<u>Code</u>	<u>Title</u>
5853	Electric Pumping Plant Operator

D. Diesel Engineer's License (City)

<u>Code</u>	<u>Title</u>
5865	Diesel Plant Operator

The provisions of this Article shall apply to renewal of any license, certificate of competency or registration required by the City for the classification except that no reimbursement will be provided for driver's licenses.

ARTICLE 6.10 TEMPORARY ASSIGNMENT TRAVEL ALLOWANCE

Notwithstanding LAAC Section 4.222, whenever an employee is required to travel directly between his/her home and place of temporary assignment as provided in LAAC Section 4.221, he/she shall receive payment of six dollars and fifty cents (\$6.50) for each day that such travel occurs. Any employee who qualifies for reimbursement under the provisions of both LAAC Sections 4.222 and 4.222.1 shall receive payment of eight dollars and fifty cents (\$8.50), for each day so qualified. All other provisions of LAAC Section 4.220-4.226 which relate to payment for travel of certain employees from their homes to temporary job location and from job-to-job locations remain unchanged.

ARTICLE 6.11 STATE CERTIFICATION BONUS

Any Wastewater Treatment Operator I, II, and III (Code 4123-1-2-3) (WTO*), Intermediate Wastewater Treatment Operator (Code 4122) (IWTO*), or Senior Wastewater Treatment Operator (Code 4124) (SWTO*) who possesses a State of California Wastewater Treatment Plant Operator Certification Grades III, IV, or V shall receive, in addition to all other regular and all other additional premium pay, a biweekly pensionable cash amount as listed in the schedule below:

State of California Wastewater Treatment Plant Operator Certification Grade Levels III, IV, and V bonus schedule:

<u>Grade Level</u>	<u>Biweekly Amount</u>	<u>Classification</u>
Grade III	\$10.00	WTO I, II and IWTO
Grade IV	\$25.00	WTO I, II, III and IWTO
Grade V	\$50.00	WTO I, II, III and IWTO
Grade V	\$25.00	SWTO

This bonus shall commence at the beginning of the payroll period next succeeding the date the employee presents the certification to the appointing authority. This provision shall not apply when the above State certificate is required for the respective pay grades and/or job classifications listed in this Article.

*Abbreviations for this provision only.

SECTION 7.0 BENEFITS

ARTICLE 7.1 HEALTH AND DENTAL PLANS

During the term of this MOU, the City will provide benefits in accordance with the Civilian Modified Flexible Benefits Program ("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

- A. 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.
- B. Effective January 1, 2015, Management agrees to contribute a monthly sum not to exceed the Kaiser Permanente family rate ("maximum monthly health care subsidy") per full-time employee toward the cost of a City-sponsored health plan for employees who are members of the Los Angeles City Employees' Retirement System ("LACERS"). During the term of this MOU, Management's monthly health care subsidy for full-time employees shall increase by the increase in the Kaiser Permanente family rate. Increases in this monthly health care subsidy shall be effective at the beginning of the pay period in which the Kaiser Permanente yearly premium rate change is implemented.
- C. 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.
- D. 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 party 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.

- E. 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.
- F. Full-time employees who work a temporary reduced schedule under the provisions of Article 7.10, 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.
- G. 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.
- H. During the term of this MOU, the JLMBC will review all rate changes and their impact on the Health Plans.

SECTION II DENTAL PLANS

- A. The dental plans offered and benefits provided by those plans shall be those approved by the City's JLMBC and administered by the Personnel Department in accordance with LAAC Section 4.303.
- B. For full-time employees who are members of LACERS, Management will expend the monthly sum necessary to cover the cost of the employee-only coverage under the City-sponsored Dental Plan Program. Coverage for dependents of eligible employees may be obtained in a City-sponsored plan at the employee's expense, provided that sufficient enrollment is maintained to continue to make such coverage available.
- C. For each half-time employee, as defined by LAAC Section 4.110, who becomes a member of LACERS and for each employee who transfers from full-time to half-time status 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.

- D. 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.
- E. 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.
- F. 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

- A. For employees who are on Family or Medical Leave, under the provisions of Article 7.10 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 7.10 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) or under subsection (C) below, 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.

- B. The continuance of the health plan subsidy shall include coverage of any new dependent. Employees are responsible for notifying the Employee Benefits Office of any additional dependent(s). Dependents may be added only within 30 days of becoming dependents or during the City's annual open enrollment period.
- C. In accordance with the Family and Medical Leave Act of 1993 (FMLA), employees on unpaid family or medical leave shall not be required to repay the City subsidy (1) upon return to work, or (2) if they terminate City employment following the leave due to a continuing serious health problem or other extenuating circumstances beyond the control of the employee. Should an employee fail to return to work for any other reason, then they shall be required to reimburse the City for the subsidy provided during the unpaid portion of their leave. Such reimbursement shall be deducted from any compensation owed to the employee upon termination of City employment.

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. The employee retirement contribution rate shall return to six percent (6%) in accordance with the Early Retirement Incentive Program (ERIP), 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) Current contributing Unit members
 - (a) There is currently in effect a retiree health benefit program for retired members of LACERS under LAAC Division 4, Chapter 11 under which employees contribute four percent (4%) of their pre-tax compensation earnable toward vested retiree health benefits as provided by this program.

- (b) Unit members who are currently contributing the additional four percent (4%) of their pre-tax compensation to LACERS under subsection B(1)(a) of this Article shall continue to do so.
- (2) Non-contributing Unit members before November 15, 2015
- (a) Effective December 13, 2015, Unit members who are not contributing the additional four percent (4%) of their pre-tax compensation to LACERS under subsection B(1)(a) of this Article shall begin making said contribution.
 - (b) Unit members in B(2)(a) of this Article shall, in addition to the four percent (4%), also contribute an additional one-half percent (0.5%) to cover contributions retroactive to April 24, 2011, thereby resulting in a total flat rate employee retirement contribution rate of eleven and one-half percent (11.5%). The additional one-half percent (0.5%) retroactive contribution shall be made until each member separates from City service for any reason or has paid the retroactive contributions which will expire thirty (30) years from the date this provision begins.
 - (c) Unit members who contribute the additional one-half percent (0.5%) in subsection B(2)(b) shall continue to make this additional retroactive contribution for the period specified so long as they are LACERS members, notwithstanding any subsequent transfer(s) to a position(s) that does not require the payment of this additional contribution.
 - (d) Upon contribution of the eleven and one-half percent (11.5%) through January 1, 2016, Unit members will vest in all increases (above the frozen maximum monthly medical plan premium subsidy of \$1,190.00) determined by the LACERS Board since April 24, 2011 as well as future increases.
 - (e) Notwithstanding the vesting period under LAAC Section 4.1003(c) as cited in this Article, the vesting period for Unit members in B(2) of this Article will be effective January 1, 2016 for those Unit members who make the additional four percent (4%) contribution without a break in City service between November 15, 2015 and January 1, 2016.
 - (f) Unit members in subsection B(2) who leave City service for any reason before January 1, 2016, will maintain the frozen maximum monthly medical plan premium subsidy of \$1,190.00 and will not vest in any future increases.

- (3) 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).
- (4) 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.
- (5) 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.
- (6) 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.
- (7) As further provided herein, the amount of employee contributions is subject to bargaining in future MOU negotiations.
- (8) 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.
- (9) 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 MODIFICATION

- (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.

D. PART-TIME EMPLOYEES

- (1) Part-time employees in this Unit eligible for membership in LACERS shall be certified as LACERS members under the following conditions:
 - (a) Half-time employees, upon written request to the appointing authority, shall be certified as LACERS members upon their date of hire to a half-time position, or anytime thereafter, if elected.
 - (b) Effective July 26, 2015, intermittent part-time employees in this Unit shall, after 1,000 compensated hours in one service year, be designated as half-time employees and certified as LACERS members, upon written request to the appointing authority.
- (2) Employees certified as LACERS members prior to the effective date of this MOU shall retain their LACERS membership.
- (3) For employees not eligible for LACERS membership, a flat-rated employee contribution of four and one-half percent (4.5%) into the Pension Savings Plan shall be applied for each plan year. The City shall contribute an amount equal to three percent (3%) of each employee's compensation for each plan year.
- (4) Retiree health benefits are provided as defined in B above.

ARTICLE 7.3 SICK LEAVE BENEFITS

Management's practices with regard to sick leave benefits will be continued during the term of this MOU. Such practices shall be in accordance with LAAC Sections 4.126, 4.126.2, and 4.128

A. Preventive Medical Treatment

Notwithstanding LAAC Section 4.126(d), effective December 27, 2015, forty (40) hours of one hundred percent (100%) sick leave for a full-time employee and twenty (20) hours of one hundred percent (100%) sick leave for a regular half-time employee may be used to secure preventive medical treatment for the employee and for the members of the employee's immediate family.

B. Sick Leave Benefit – Part-Time Employees

- (1) Half-time employees as defined in this MOU must complete a period of six (6) consecutive months of service, and have been compensated for at least five hundred (500) hours before qualifying for sick leave, unless said employees had already completed six (6) consecutive months of service and were compensated for at least five hundred (500) hours as an intermittent employee prior to becoming half time, in which case they will become eligible immediately upon designation to half-time status to accrue and use sick leave at the appropriate pro-rated amount.
- (2) An intermittent employee who becomes a full-time or half-time employee, who has not previously qualified for sick leave benefits as a full or half-time employee, or who has not completed six months of City service and been compensated for five hundred (500) hours as an intermittent employee, shall be required to complete the six (6) month qualifying period and to have been compensated for at least five hundred (500) hours in accordance with this Article. Upon completion of said qualifying period, a half-time employee will be allowed sick leave pro-rated on the basis of total number of hours scheduled in relationship to the total number of hours required for full-time employment.
- (3) Intermittent employees as defined in this MOU shall not be entitled to accrue or use sick leave benefits.
- (4) When a full-time or half-time employee becomes an intermittent employee, all accrued and accumulated sick leave for which he/she has been credited shall remain credited to the employee but frozen in the amounts so accrued and accumulated without increase or decrease because of the change in work schedule. Such benefits may only be used if the employee becomes a half-time or full-time employee.

C. Sick Leave Benefit for Pregnancy

Every full-time and half-time employee in any City department shall be entitled to use sick leave accrued pursuant to this Article if that employee is unable to work on account of her pregnancy, childbirth or related medical conditions (see Article 7.10, Family and Medical Leave).

D. Discontinuance of Fifty Percent (50%) Sick Leave

- (1) Beginning January 1, 1988, employee shall be allowed twelve (12) working days leave at full pay and five (5) working days at seventy-five percent (75%) of full pay each calendar year plus the days of sick leave accrued and accumulated as provided herein. As of January 1, 1998, any unused balance of sick leave at fifty percent (50%) of full pay shall be frozen with no further credits or withdrawals permitted.
- (2) If any employee becomes separated from service of the City by reason of retirement on or after January 1, 1997, any balance of accumulated sick leave at fifty percent (50%) of full pay remaining unused at the date of separation shall be compensated by cash payment at twenty-five percent (25%) of the employee's salary rate current at such date of separation. In no instance will an employee be compensated more than once for accumulated full pay sick leave and fifty percent (50%) sick leave upon retirement.

ARTICLE 7.4 FAMILY ILLNESS

- A. Management's present practices of allowances for leave for family illness will be continued during the term of this MOU. Effective December 27, 2015, the aggregate number of working days allowed in any one calendar year with full pay shall not exceed fifteen (15) days. Such practice of allowance for leave of illness in family shall be in accordance with LAAC Section 4.127. Upon the adoption of a child, an employee will be permitted to use fifteen (15) days of family illness sick leave.
- B. The definition of "immediate family" shall include: the father, father-in-law, mother, mother-in-law, brother, sister, spouse, child, foster child, grandparents, grandchildren, step-parents, step-children of any employee of the City, great-grandparents, great-grandchildren, the domestic partner of the employee, a household member (any person residing in the immediate household of the employee at the time of the illness of injury) and the following relatives of an employee's domestic partner: child, grandchild, mother, father.
- C. 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.

ARTICLE 7.5 PERSONAL TIME OFF

- A. Management may allow an employee time off not to exceed the total hours of the employee's regular workday in any one workweek for personal business. Subject to the approval of Management, such time off shall either be made up in full in the same workweek or charged against the employee's accrued and unused vacation credits on an hourly basis.

- B. Upon prior approval of the appointing authority, any employee who has accrued unused sick leave at full pay, may be allowed sick leave with full pay not to exceed an aggregate of twenty-four (24) hours in any one calendar year for the purpose of attending to personal business. Use of these hours for this purpose will not be counted as sick leave in any department Sick Use Monitoring Program.

ARTICLE 7.6 HOLIDAYS AND HOLIDAY PAY

- A. The following days shall be treated as holidays during the term of this MOU.
 - (1) New Year's Day (January 1)
 - (2) Martin Luther King, Jr.'s Birthday (the third Monday in January)
 - (3) President's Day (the third Monday in February)
 - (4) Cesar E. Chavez' Birthday (the last Monday in March)
 - (5) Memorial Day (the last Monday in May)
 - (6) Independence Day (July 4)
 - (7) Labor Day (the first Monday in September)
 - (8) Columbus Day (the second Monday in October)
 - (9) Veterans' Day (November 11)
 - (10) Thanksgiving Day (the fourth Thursday in November)
 - (11) The Friday after Thanksgiving Day
 - (12) Christmas Day (December 25)
 - (13) Any day or portion thereof declared to be a holiday by proclamation of the Mayor with the concurrence of the City Council by resolution.
 - (14) One unspecified holiday

- B. Sunday Holiday - When any holiday from 1 through 12 above falls on a Sunday, it shall be observed on the following Monday.

- C. Saturday Holiday - When any holiday from 1 through 12 above falls on a Saturday, it shall be observed on the preceding Friday.

- D. Mayoral Holiday - Any holiday declared by proclamation of the Mayor, shall not be deemed to advance the last scheduled working day before a holiday for purposes of computing any additional time off.

- E. Standard Number of Hours for a Holiday - 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.
- F. Whenever a holiday listed under 13 and/or 14 above occurs during an employee's regularly scheduled work week, the appropriate number of hours of paid leave shall be credited for the purpose of computing overtime pay for work performed after forty (40) hours.
- G. Holiday Premium Pay - Any FLSA non-exempt employee who works on any holiday listed above will receive eight (8) hours (or portion thereof, as specified above in A.13) of holiday pay and one and one-half (1.5) the hourly rate for all hours worked on the observed holiday; provided, however, that the employee has (1) worked his/her assigned shift immediately before and his/her assigned shift immediately after the holiday, or, (2) prior to such holiday Management has authorized the employee to take paid leave time off in lieu of the requirement to work said shifts. Any employee who fails to meet these requirements will be paid at the rate of one hour for each hour worked. Employees shall not receive both overtime and holiday premium pay for the same hours.
- H. Excess work on a Holiday - An employee who works in excess of: eight (8) hours on any holiday listed from 1 through 12 above, or works in excess of any day or portion thereof declared to be a holiday by proclamation of the Mayor, shall be paid at the appropriate holiday premium pay rate for his/her class. Employees shall not receive both overtime and holiday premium pay for the same hours.
- I. Holiday on 9/80 or Modified Day Off - Whenever a holiday falls on an employee's 9/80 or modified day off, the employee shall take an alternate day off within the same workweek and calendar week as the holiday.
- J. For each holiday listed above which results in time off with pay for employees working a Monday through Friday work week, employees who are scheduled to work other than the Monday through Friday work week shall be entitled to such day off with pay or shall be compensated in accordance with all pertinent provisions (B through I. above). If such holiday falls on the employee's scheduled day off, an alternative day off in-lieu shall be scheduled within one year of the holiday.
- K. 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.
- L. Compensation for holidays worked shall be in cash. Should an employee opt for time off, Management shall accommodate the employee's request to the extent possible, subject to operational requirements.

M. Unspecified Holidays - The unspecified holiday shall be taken in accordance with the following requirements:

- (1) The holiday must be taken in one full normal working day increment of eight (8) hours during the calendar year in which it is credited. 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, suspension) prior to taking the holiday shall forfeit any right thereto.
- (3) The holiday shall not be utilized to extend the date of any layoff.
- (4) No employee shall be entitled to an unspecified holiday until he/she has completed six months of satisfactory service.
- (5) Employees who work in intermittent, on call, vacation relief, or seasonal positions shall not be entitled to any unspecified holiday.
- (6) No employee shall receive more than one unspecified holiday each calendar year. Thus (a) an employee transferring from the Department of Water and Power (DWP) to any other City department, office or bureau will not receive an unspecified holiday after taking such holiday prior to leaving DWP, and (b) employees who resign or are terminated and then rehired during the same calendar year, will not receive an additional unspecified holiday when rehired.

ARTICLE 7.7 VACATIONS

Notwithstanding the provisions of LAAC Section 4.245, 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 LAAC Section 4.246:

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

Vacation Accrual/Cash Out During Active Military Service

Employees called into active military service (other than temporary military leave) following their qualifying year of service for vacation shall 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 unused vacation hours accrued as of the date of the commencement of their military leave. Such request may be for all accrued time or a portion of the accrued time. The request shall be made prior to the employee's first day of their leave of absence and shall be accompanied by orders or other evidence of call-up into the armed forces of the United States.

ARTICLE 7.8 VACATION SCHEDULES

- A. Vacations will be scheduled as far in advance as Management deems advisable. Consideration shall be given to the efficient operation of each department, office or bureau, the desires of the employees and their seniority in grade. Each section or work location shall make its vacation scheduling policy known to the employee(s) who work therein.
- B. After taking a minimum of two weeks (eighty hours) vacation during a calendar year, an employee whose vacation accrual reaches the maximum level, as specified in Article 7.7, Vacations, and LAAC Section 4.254, may request to be paid at his/her current hourly rate for those accruing hours in excess of his/her maximum accrual level. An employee requesting this option rather than taking additional vacation time off, must notify appropriate administrative staff in writing

within two working days from the time he/she is informed that his/her vacation accrual will exceed the maximum level. This procedure must be followed each month in which the employee wishes to be paid for excess vacation accrual. All final determinations relative to a vacation payoff rather than having the employee take time off shall reside with Management.

ARTICLE 7.9 BEREAVEMENT LEAVE

- A. 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 LAAC Section 4.127.1(a) – (d) which provides for a maximum of three (3) working days for each occurrence of a death in the employee's immediate family.

- B. For the purpose of this Article, the definition of an immediate family member, as defined in LAAC Section 4.127.1, 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.

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

- D. Effective December 13, 2015, 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 three hundred and seventy (370) calendar days from the date of the death of the qualifying immediate family member. Bereavement leave days not used prior to

three hundred and seventy (370) calendar days from the date of said death shall be deemed waived and lost.

ARTICLE 7.10 FAMILY AND MEDICAL LEAVE

I. AUTHORIZATION FOR LEAVE

- A. During the term of this MOU, up to four (4) months (nine [9] pay periods [720 hours]) of family or medical leave shall be provided for the purpose of childbirth, adoption, foster care of a child, or serious health condition of an immediate family member (as defined in Article 7.4, Family Illness), upon the request of the employee, or the designation of Management in accordance with applicable federal or state law, notwithstanding any other provisions of this MOU or the LAAC to the contrary.
- B. An employee may take leave under the provisions of this Article if he/she has a serious health condition that makes him/her unable to perform the functions of his/her position.
- C. Leave under the provisions of this Article shall be limited to four (4) months (nine [9] pay periods [720 hours]) during a twelve (12) month period, regardless of the number of incidents. A 12-month period shall begin on the first day of leave for each individual taking such leave. The succeeding 12-month period will begin the first day of leave taken under the provisions of this Article after completion of the previous 12-month period.

Exception: Under the provisions of this Article, a pregnant employee may be eligible for up to four (4) months (nine [9] pay periods [720 hours]) for childbirth disability and up to an additional four (4) months (nine [9] pay periods [720 hours]) for purposes of bonding. (See Section IV of this Article.)

II. DEFINITIONS

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

- A. **Spouse** means a husband or wife as defined or recognized under State law for purposes of marriage in this State.
- B. **Domestic partner** means a named domestic partner in a confidential affidavit declaring the existence of said domestic partner and signed by the City employee, which is on file in the Personnel Department Employee Benefits Office.
- C. **Parent** means a biological, step, adoptive or foster parent, an individual who stands or stood *in loco parentis* to an employee, or a legal guardian. This term

does not mean parents-in-law. Persons who are *in loco parentis* include those with day-to-day responsibilities to care for and financially support a child, or in the case of an employee who had such responsibility for the employee when the employee was a child. A biological or legal relationship is not necessary.

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

III. ELIGIBILITY

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

Exception: In accordance with Pregnancy Disability Leave under the California Fair Employment and Housing Act (FEHA), on the first day of employment with the City, pregnant employees are eligible for up to four (4) months (nine [9] pay periods [720 hours]) of leave if disabled due to pregnancy.

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

IV. CONDITIONS

- A.
 - (1) **Pregnancy** - The start of a family leave for a pregnant employee shall be at the beginning of the employee's pregnancy-related disability that a

health care provider certifies as necessary. Leave for the non-disability portion of childbirth may be taken before or after delivery.

- (2) In accordance with Pregnancy Disability Leave (PDL) under FEHA, pregnant employees who are disabled due to pregnancy, childbirth, or related medical conditions are eligible for up to four (4) months (nine [9] pay periods [720 hours]) of leave with medical certification certifying the employee as unable to work due to a pregnancy-related condition. PDL under the FEHA may be taken before or after the birth of the child, and shall run concurrently with pregnancy leave under the federal Family and Medical Leave Act of 1993, which must be conducted within one year of the child's birth.
- (3) Employees (either parent) are also eligible for family leave ("bonding") under the California Family Rights Act, which shall be limited to four (4) months (nine [9] pay periods [720 hours]) and must be concluded within one (1) year of the child's birth. Whereas bonding leave for the pregnant employee may be taken before or after delivery, bonding leave for the non-pregnant employee shall be taken on or after the anticipated delivery or placement date of the child except as may be necessary under Subsection IV.B "Adoption." (The administration of such leave shall be in accordance with Section III.B and IV.F of this Article.

- B. **Adoption** - The start of a family leave for adoption or foster care of a child shall begin on a date reasonably close to the date the child is placed in the custody of the employee. Leave for adoption or foster care of a child may also be granted prior to placement if an absence from work is required.
- C. **Family Illness** - The start of a family leave for a serious health condition of a family member shall begin on the date requested by the employee or designated by Management.
- D. **Employee's Own Illness** - The start of a leave for the employee's own serious health condition shall begin on the date requested by the employee or designated by Management.
- E. **Serious Health Condition** is defined as an illness, injury, impairment, or physical or mental condition that involves:
 - (1) Any period of incapacity or treatment connected with inpatient care in a hospital, hospice, or residential medical care facility; or
 - (2) A period of incapacity requiring an absence of greater than three calendar days involving continuing treatment by or under the supervision of a health care provider; or

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

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

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

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

H. A personal leave beyond the four (4) month (nine [9] pay periods [720 hours]) leave provided in this Article may be requested, subject to the approval of the appointing authority and, if required, the Personnel Department, as provided under other City leave provisions.

- I. An employee receiving temporary workers' compensation benefits (either Injury on Duty (IOD) or the rate provided in the California Labor Code Division IV) who meets the eligibility requirements in III.A. of this Article shall automatically be considered to be on family or medical leave, effective the first day of the employee's absence.
- J. Management has the right to request and verify the certification of a serious health condition by a health care provider for a leave under the provisions of this Article. Management shall allow the employee at least fifteen (15) calendar days from the date of Management's request to obtain the medical certification.
- K. Upon return from family or medical leave, an employee shall be returned to his/her original job or to an equivalent job.

V. NOTICE REQUIREMENTS

A. Employee

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

B. Management

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

VI. APPLICABLE TIME OFF

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

A. Childbirth (Mother)

- (1) Accrued sick leave (100% and 75%) or vacation for the entire period of disability that a health care provider certifies is necessary (including prenatal care or the mother's inability to work prior to the birth), may be taken at the employee's discretion.
- (2) For the non-disability portion of childbirth leave (before delivery or after – "bonding"), accrued vacation available at the start of the leave shall be used prior to the use of time under 3, 4, 5 and 6 below.
- (3) Accrued 100% sick leave. The use of sick leave under this subsection is at the employee's discretion.
- (4) Accrued 75% sick leave, following use of all 100% sick leave. The use of sick leave under this subsection is at the employee's discretion.
- (4) Unpaid leave.
- (5) Accrued compensatory time off may be used at the employee's discretion, with Management approval, after exhaustion of 100% sick leave (No. 3 above). In accordance with the final Department of Labor Regulations, which became effective January 16, 2009, and govern the federal FMLA, any use of accrued compensatory time off under this Section shall be counted against the employee's annual family and medical leave entitlement.

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

- (1) Annual family illness sick leave up to fifteen (15) days may be used at the employee's discretion. Such leave may be taken before or after the vacation described in 2 below.
- (2) Accrued vacation available at the start of the leave shall be taken. Such time must be used prior to the use of time under 3, 4, 5 and 6 below.
- (3) Accrued 100% sick leave. The use of sick leave under this subsection is at the employee's discretion.
- (4) Accrued 75% sick leave, following use of all 100% sick leave. The use of sick leave under this subsection is at the employee's discretion.
- (5) Unpaid leave.

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

C. Personal Medical Leave

- (1) Accrued 100% sick leave may be used at the employee's discretion. Such leave may be taken before or after the vacation described in No. 3 below.
- (2) Accrued 75% sick leave may be used following use of all 100% sick leave at the employee's discretion. Such leave may be taken before or after the vacation described in No. 3 below.
- (3) Accrued vacation time.
- (4) Unpaid leave.
- (5) Accrued compensatory time off may be used at the employee's discretion, with Management approval, after exhaustion of 100% sick leave (No. 1 above). In accordance with the final Department of Labor Regulations, which became effective January 16, 2009, and govern the federal FMLA, any use of accrued compensatory time off under this Section shall be counted against the employee's annual family and medical leave entitlement.

VII. SICK LEAVE RATE OF PAY

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

VIII. MONITORING

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

ARTICLE 7.11 DISABILITY INSURANCE PLAN

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 JLMBC and approved by the City Council.

ARTICLE 7.12 DEPENDENT CARE REIMBURSEMENT ACCOUNT

- A. During the term of this MOU, Management agrees to maintain a Dependent Care Reimbursement Account ("DCRA"), qualified under IRS Code Section 129, for active employees who are LACERS members, provided that sufficient enrollment is maintained to continue to make the account available.
- B. Enrollment in the DCRA is at the discretion of each employee. All contributions into the DCRA and related administered fees shall be paid by employees who are enrolled in the plan.
- C. As a qualified IRS Code Section 129 Plan, the DCRA shall be administered according to the rules and regulations specified for such plans by the IRS.

ARTICLE 7.13 EMPLOYEE ASSISTANCE PROGRAM

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

- A. For the toll-free, 24-hour confidential EAP help-line, call (800) 213-5813 or access the EAP website at: members.mhn.com.
- B. Information on the current EAP provider is available through the Personnel Department, Employee Benefits Division at (213) 978-1655 or on the division's website at: <https://perlacity.org/bens/index.html>.

ARTICLE 7.14 WORKERS' COMPENSATION

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 LAAC Section 4.104, 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 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.

This Article shall be applicable to all injuries incurred after July 1, 1984.

SECTION 8.0 SERVICE AND WORKFORCE

ARTICLE 8.1 SERVICE AND WORKFORCE RESTORATION

- A. The City and the Union will mutually designate trainee-level positions and design training programs for targeted entry-level Civil Service classifications.

- B. Trainee-level positions will only be used by mutual agreement of the parties, contingent and specifically conditioned on the City funding Civil Service positions in department budgets.

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

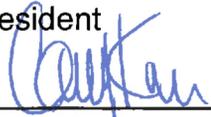
**Local 501, Operating Engineers
Authorized Representatives**



Edward Curly
Business Manager



Thomas O'Mahar
President



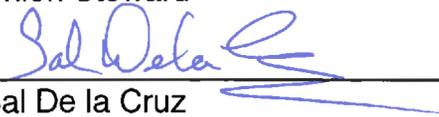
Gavin Koon
Chief Negotiator and
Business Representative



Steven Tveden
Union Steward



Hanns Russo
Union Steward

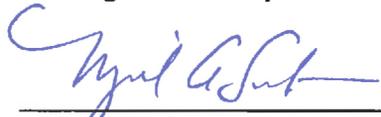


Sal De la Cruz
Union Steward



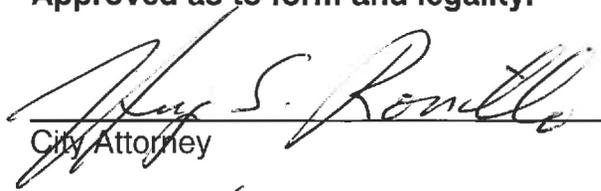
William Brady
Union Steward

**City of Los Angeles
Management Representative**



Miguel A. Santana
City Administrative Officer

Approved as to form and legality:



City Attorney



Date

Appendix A

MOU 09

Operative on July 1, 2015

CLASS CODE	TITLE	RANGE #	SALARY RANGE/RATE		
5923-0	BUILD OPERATING ENGR				\$3376.00/BW
5923-A	BUILD OPERATING ENGR - AIRPORT				\$3479.20/BW
5927-0	CH BUILD OPERATNG ENGR				\$4597.60/BW
5865-0	DIESEL PLANT OPERATOR				\$3376.00/BW
5853-0	ELECTRIC PUMP PLT OPR				\$2902.40/BW
3843-0	INSTRUMENT MECH				\$3779.20/BW
3843-A	INSTRUMENT MECH - AIRPORT				\$3848.80/BW
3844-1	INSTRUMENT MECH SUPV I				\$4192.00/BW
3844-2	INSTRUMENT MECH SUPV II				\$4560.80/BW
3844-A	INSTRUMENT SPVSR - AIRPORT				\$4648.80/BW
4122-0	INTERMED W/W TRMT OPER				\$3826.40/BW
4122-A	INTERMED W/W TRMT OPER				\$3258.40/BW
3795-0	MECH REPAIR SUPVR				\$3528.80/BW
0850-0	MECH REPAIRER / EXEMPT				\$35.51/BW
3773-1	MECH REPAIRER I				\$2837.60/BW
3773-2	MECH REPAIRER II				\$2997.60/BW
5851-0	PLANT ATTENDANT	2255	\$ 47,084	--	\$ 63,454
1107-0	PLANT EQUIPMNT TRAINEE	2179	\$ 45,498	--	\$ 61,304
5925-0	SR BUILD OPERATNG ENGR				\$3357.60/BW
5925-A	SR BUILD OPERATNG ENGR - AIRPORT				\$3941.60/BW
5867-0	SR DIESEL PLANT OPER				\$3941.60/BW
5856-0	SR ELECTRC PUMP PL OPER				\$3414.40/BW
3772-1	SR MECH REPAIRER I				\$2996.00/BW
3772-2	SR MECH REPAIRER II				\$3177.60/BW
4124-0	SR W/W TREATMENT OPER				\$4376.80/BW
5614-1	W/WTR TRMT MECH I				\$3253.60/BW
5614-2	W/WTR TRMT MECH II				\$3468.00/BW
5617-0	W/WTR TRMT MECH SUPVR				\$4464.00/BW
4121-0	W/WTR TRMT OPER				\$3449.60/BW
4121-9	W/WTR TRMT OPER				\$3243.20/BW
4123-1	W/WTR TRMT OPER I				\$3449.60/BW

Appendix A
MOU 09
Operative on July 1, 2015

CLASS CODE	TITLE	RANGE #	SALARY RANGE/RATE
4123-2	W/WTR TRMT OPER II		\$3826.40/BW
4123-3	W/WTR TRMT OPER III		\$4035.20/BW

Appendix B

MOU 09

Operative on December 13, 2015

CLASS CODE	TITLE	RANGE #	SALARY RANGE/RATE (RANGE STEPS 2 - 11*)		
5923-0	BUILD OPERATING ENGR				\$3376.00/BW
5923-A	BUILD OPERATING ENGR - AIRPORT				\$3479.20/BW
5927-0	CH BUILD OPERATNG ENGR				\$4597.60/BW
5865-0	DIESEL PLANT OPERATOR				\$3376.00/BW
5853-0	ELECTRIC PUMP PLT OPR				\$2902.40/BW
3843-0	INSTRUMENT MECH				\$3779.20/BW
3843-A	INSTRUMENT MECH - AIRPORT				\$3848.80/BW
3844-0	INSTRUMENT MECH SUPV				\$4560.80/BW
3844-A	INSTRUMENT SPVSR - AIRPORT				\$4648.80/BW
4122-0	INTERMED W/W TRMT OPER				\$3826.40/BW
4122-A	INTERMED W/W TRMT OPER				\$3258.40/BW
3795-0	MECH REPAIR SUPVR				\$3528.80/BW
3773-0	MECH REPAIRER				\$2997.60/BW
0850-0	MECH REPAIRER / EXEMPT				\$35.51/HR
5851-0	PLANT ATTENDANT	2080	\$ 44,621	--	\$ 63,475
1107-0	PLANT EQUIPMNT TRAINEE				\$2349.60/BW
5925-0	SR BUILD OPERATNG ENGR				\$3357.60/BW
5925-A	SR BUILD OPERATNG ENGR - AIRPORT				\$3941.60/BW
5867-0	SR DIESEL PLANT OPER				\$3941.60/BW
5856-0	SR ELECTRC PUMP PL OPER				\$3414.40/BW
3772-1	SR MECH REPAIRER I				\$2996.00/BW
3772-2	SR MECH REPAIRER II				\$3177.60/BW
4124-0	SR W/W TREATMENT OPER				\$4376.80/BW
5614-0	W/WTR TRMT MECH				\$3468.00/BW
5617-0	W/WTR TRMT MECH SUPVR				\$4464.00/BW
4121-0	W/WTR TRMT OPER				\$3449.60/BW
4121-9	W/WTR TRMT OPER				\$3243.20/BW
4123-1	W/WTR TRMT OPER I				\$3449.60/BW
4123-2	W/WTR TRMT OPER II				\$3826.40/BW
4123-3	W/WTR TRMT OPER III				\$4035.20/BW

Appendix C

MOU 09

Operative on June 25, 2017

CLASS CODE	TITLE	RANGE #	SALARY RANGE/RATE (RANGE STEPS 2 - 11*)		
5923-0	BUILD OPERATING ENGR				\$3443.60/BW
5923-A	BUILD OPERATING ENGR - AIRPORT				\$3548.80/BW
5927-0	CH BUILD OPERATNG ENGR				\$4689.60/BW
5865-0	DIESEL PLANT OPERATOR				\$3443.60/BW
5853-0	ELECTRIC PUMP PLT OPR				\$2960.60/BW
3843-0	INSTRUMENT MECH				\$3854.80/BW
3843-A	INSTRUMENT MECH - AIRPORT				\$3925.80/BW
3844-0	INSTRUMENT MECH SUPV				\$4652.20/BW
3844-A	INSTRUMENT SPVSR - AIRPORT				\$4741.80/BW
4122-0	INTERMED W/W TRMT OPER				\$3903.00/BW
4122-A	INTERMED W/W TRMT OPER				\$3323.60/BW
3795-0	MECH REPAIR SUPVR				\$3599.40/BW
3773-0	MECH REPAIRER				\$3057.60/BW
0850-0	MECH REPAIRER / EXEMPT				\$36.22/HR
5851-0	PLANT ATTENDANT	2121	\$ 45,498	—	\$ 64,749
1107-0	PLANT EQUIPMNT TRAINEE				\$2396.60/BW
5925-0	SR BUILD OPERATNG ENGR				\$3424.80/BW
5925-A	SR BUILD OPERATNG ENGR - AIRPORT				\$4020.60/BW
5867-0	SR DIESEL PLANT OPER				\$4020.60/BW
5856-0	SR ELECTRC PUMP PL OPER				\$3482.80/BW
3772-1	SR MECH REPAIRER I				\$3056.00/BW
3772-2	SR MECH REPAIRER II				\$3241.20/BW
4124-0	SR W/W TREATMENT OPER				\$4464.40/BW
5614-0	W/WTR TRMT MECH				\$3537.40/BW
5617-0	W/WTR TRMT MECH SUPVR				\$4553.40/BW
4121-0	W/WTR TRMT OPER				\$3518.60/BW
4121-9	W/WTR TRMT OPER				\$3308.20/BW
4123-1	W/WTR TRMT OPER I				\$3518.60/BW
4123-2	W/WTR TRMT OPER II				\$3903.00/BW
4123-3	W/WTR TRMT OPER III				\$4116.00/BW

Appendix D

MOU 09

Operative on January 7, 2018

CLASS CODE	TITLE	RANGE #	SALARY RANGE/RATE (RANGE STEPS 2 - 11*)		
5923-0	BUILD OPERATING ENGR				\$3538.40/BW
5923-A	BUILD OPERATING ENGR - AIRPORT				\$3646.40/BW
5927-0	CH BUILD OPERATNG ENGR				\$4818.60/BW
5865-0	DIESEL PLANT OPERATOR				\$3538.40/BW
5853-0	ELECTRIC PUMP PLT OPR				\$3042.20/BW
3843-0	INSTRUMENT MECH				\$3961.00/BW
3843-A	INSTRUMENT MECH - AIRPORT				\$4033.80/BW
3844-0	INSTRUMENT MECH SUPV				\$4780.20/BW
3844-A	INSTRUMENT SPVSR - AIRPORT				\$4872.20/BW
4122-0	INTERMED W/W TRMT OPER				\$4010.40/BW
4122-A	INTERMED W/W TRMT OPER				\$3415.00/BW
3795-0	MECH REPAIR SUPVR				\$3698.40/BW
3773-0	MECH REPAIRER				\$3141.80/BW
0850-0	MECH REPAIRER / EXEMPT				\$37.22/HR
5851-0	PLANT ATTENDANT	2121	\$ 45,498	--	\$ 66,524
1107-0	PLANT EQUIPMNT TRAINEE				\$2462.60/BW
5925-0	SR BUILD OPERATNG ENGR				\$3519.00/BW
5925-A	SR BUILD OPERATNG ENGR - AIRPORT				\$4131.20/BW
5867-0	SR DIESEL PLANT OPER				\$4131.20/BW
5856-0	SR ELECTRC PUMP PL OPER				\$3578.60/BW
3772-1	SR MECH REPAIRER I				\$3140.20/BW
3772-2	SR MECH REPAIRER II				\$3330.40/BW
4124-0	SR W/W TREATMENT OPER				\$4587.20/BW
5614-0	W/WTR TRMT MECH				\$3634.80/BW
5617-0	W/WTR TRMT MECH SUPVR				\$4678.80/BW
4121-0	W/WTR TRMT OPER				\$3615.40/BW
4121-9	W/WTR TRMT OPER				\$3399.20/BW
4123-1	W/WTR TRMT OPER I				\$3615.40/BW
4123-2	W/WTR TRMT OPER II				\$4010.40/BW
4123-3	W/WTR TRMT OPER III				\$4229.20/BW

APPENDIX E SALARY NOTES

Unless otherwise indicated, the following notes shall apply to Unit employees during the entire term of this MOU:

1. The Department of General Services will provide round trip transportation or a City car to a Building Operating Engineer whenever, during his/her work shift, the employee is temporarily reassigned from his/her regular work location at City Hall East to Van Nuys City Hall or from Van Nuys City Hall to City Hall East.
2. Any Mechanical Repairer (Code 3773-) in the Department of Recreation and Parks Department or in the Zoo Department when engaged in the chlorination of swimming pools/potable water, or the maintenance and repair of swimming pools or potable water equipment, or the maintenance and repair of clarifiers and other machinery related thereto, or the removal of solid wastes from sewage tanks, or chlorinating waste water being pumped back into the sewer or L.A. River, or cleaning the sewage treatment facility and the equipment therein, shall receive, in addition to all regular and premium compensation, ninety-five cents (\$0.95) per hour for each hour of work so performed. (Pensionable when regularly assigned; non-pensionable when assigned on a daily basis.)
3. Electric Pumping Plant Operators (Code 5853) employed by the Department of Recreation and Parks, who have applied for or possess a State Department of Health certificate as a Grade II Water Treatment Facility Operator and whose responsibilities include not only the routine inspection and operation of the various pumps in the Griffith Park and Elysian Park water systems, but the use of chlorine gas for the treatment of potable water and emergency maintenance and repairs in the Water Treatment Facility and the water system, shall receive, in addition to all regular and premium compensation, thirty-five cents (\$.35) per hour. (Pensionable)
4. One employee in the classification of Chief Building Operating Engineer (Code 5927) at the Los Angeles World Airports when assigned to supervise an Instrument Mechanic Supervisor (Code 3844) shall receive a supervisory differential of five and one-half percent (5.5%) above the salary rate established for the classification of Instrument Mechanic Supervisor (Code 3844). (Pensionable)
5. One employee in the classification of Mechanical Repairer (Code 3773) in the Bureau of Street Maintenance when regularly assigned as defined in Section 4.75 of the LAAC, to either the Pedestrian Tunnel Cleaning Crew or the Pedestrian Tunnel Maintenance Crew, shall five and one-half percent (5.5%) above the salary rate for that class. (Pensionable when regularly assigned; non-pensionable when assigned on a daily basis.)

6. Any Mechanical Repairer (Code 3773) in any City department, shall receive, in addition to all other regular and premium compensation, a daily bonus of five and one-half percent (5.5%) above the prescribed biweekly rate for the class for any day on which the employee is assigned to perform work on trash compactors used by Department tenants for the disposal of public-generated refuse. (Non-pensionable)
7. A Unit employee who is assigned to the Industrial Safety and Compliance Division (ISCD) of the Bureau of Sanitation or any other Unit employee who conducts a formal group training session for a full shift at the request of ISCD will be paid five and one-half percent (5.5%) above his/her normal rate of pay. This note shall not apply to supervisory classifications, as determined by the ERB, who perform informal or on-the-job training or journey level instruction. (Non-pensionable)
8. At no time shall the adjusted compensation by Note K of the LAAC (Section 4.61) be applicable to any position in any class series listed below since the K rate is included in the salary.

a. Wastewater Treatment - Liquid Operations Series

<u>Code</u>	<u>Title</u>
4122	Intermediate Wastewater Treatment Operator
4124	Senior Wastewater Treatment Operator
4121	Wastewater Treatment Operator
4123-1	Wastewater Treatment Operator I
4123-2	Wastewater Treatment Operator II
4123-3	Wastewater Treatment Operator III

b. Wastewater Treatment - Maintenance Series

<u>Code</u>	<u>Title</u>
5614	Wastewater Treatment Mechanic
5617	Wastewater Treatment Mechanic Supervisor

c. Los Angeles World Airports – Building Operating Engineer and Instrument Mechanic Series

<u>Code</u>	<u>Title</u>
5923	Building Operating Engineer
5927	Chief Building Operating Engineer
3843	Instrument Mechanic
3844	Instrument Mechanic Supervisor
5925	Senior Building Operating Engineer

9. Employees in the classifications of Wastewater Treatment Operator, Building Operating Engineer, or Senior Building Operating Engineer when assigned to a

relief position, shall be entitled to a regularly assigned premium of two dollars (\$2.00) per hour. Such premium shall be paid in accordance with the provisions of Section 4.75 of the LAAC. (Non-pensionable)

Such employees shall be subject to the following without additional compensation:

- a. Minimum 48 hours' notice on schedule changes.
 - b. Temporary changes in work schedules including days off, shift and section.
 - c. It shall be the intent of Management that relief employees shall receive two consecutive days off and shall only be subject to split days off when schedule changes occur.
10. Employees in the classifications of Instrument Mechanic (Code 3843) or Instrument Mechanic Supervisor (Code 3844) employed by the Los Angeles World Airports or any employee employed by the Harbor Department, who are certified by the Los Angeles Fire Department to perform Regulation 4 Fire/Life Safety testing and are assigned by Management to perform the testing, shall receive, in addition to all other regular and additional compensation, fifty-five dollars (\$55.00) biweekly. This bonus shall commence at the beginning of the payroll period next succeeding the date the person presents the certification to the appointing authority (Pensionable)
11. (a) Employees in the classification of Wastewater Treatment Mechanic (Code 5614) assigned to the tank crew at the Hyperion Treatment Plant shall receive a regularly assigned bonus of one dollar (\$1.00) per hour, an addition to all regular and premium pay. (Pensionable when regularly assigned; non-pensionable when assigned on a daily basis.)
- (b) Employees in the classification of Wastewater Treatment Mechanic (Code 5614) employed at the Terminal Island, DC Tillman or LA/Glendale Treatment Plants shall receive, in addition to all regular and premium pay, a bonus of \$1.00 per hour for each hour performing assigned work in primary or secondary tanks at these facilities. (Non-pensionable)
12. One position of Mechanical Repairer , Code 3773-, and one position of Senior Mechanical Repairer II, Code 3772-2, in the Bureau of Street Services, Department of Public Works, employed at the Mechanical Repair Shop at 452 North San Fernando Road shall receive, in addition to all other regular compensation, salary at the first premium level rate above the appropriate step rate of the salary ranges for these positions when regularly assigned, as defined in Section 4.75 of the LAAC, to operate the following equipment: chain saw, saw blade grinder, air saw and/or air impact driver. (Pensionable)

13. Employees in the class of Wastewater Treatment Operator who have an unlimited steam license with a turbine endorsement shall receive, in addition to all regular and premium compensation, one dollar (\$1.00) per hour when assigned to maintain boilers at the Hyperion Treatment Plant. This bonus will terminate and no longer be operable on June 30, 2018. (Pensionable)

LETTER OF AGREEMENT

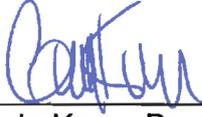
ELECTRIC PUMP PLANT OPERATOR

2015 - 2018 MEMORANDUM OF UNDERSTANDING, NO. 09

The parties agree that Public Works Bureau of Sanitation Electric Pumping Plant Operators William Wagle and Michael Smith shall receive, in addition to regular and all other additional compensation, one-hundred sixty dollars (\$160.00) biweekly when regularly assigned to the Wastewater Collection Systems Division, Operations Section. This bonus is pensionable.

This provision applies only to these two employees listed herein. At such time as these employees vacate their current positions (for any reason) this provision shall no longer be valid.

FOR THE UNION:

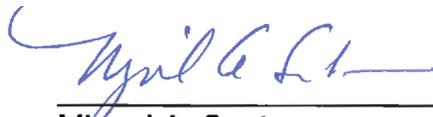


Gavin Koon, Business Representative
International Union of
Operating Engineers
Local 501

12/2/2015

Date

FOR THE CITY:



Miguel A. Santana
City Administrative Officer
City of Los Angeles

12/3/15

Date

LETTER OF AGREEMENT

FLAT-RATE BONUS

2015 – 2018 MEMORANDUM OF UNDERSTANDING NO. 09

The undersigned parties agree that from the effective date of this Memorandum of Understanding until the effective date of the negotiated pay grade consolidation of Wastewater Treatment Mechanic I and II, at Management's discretion, designated bargaining unit employees at the pay grade II level of this classification performing senior-level functions as of July 1, 2015 shall be compensated at a flat-rate, pensionable bonus of two-hundred fourteen dollars and forty cents (\$214.40) biweekly until a senior-level classification is established for Wastewater Treatment Mechanic.

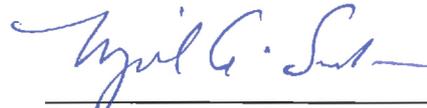
For the Union:



Gavin Koon
Business Representative
International Union of
Operating Engineers
Local 501

12/2/2015
Date

For Management:



Miguel A. Santana
City Administrative Officer
City of Los Angeles

12/3/15
Date

LETTER OF AGREEMENT
APPRENTICESHIP PROGRAM

2015 – 2018 MEMORANDUM OF UNDERSTANDING NO. 09

The undersigned parties agree to establish a four-year Apprenticeship Program for the Building Operating Engineer job classification, the terms and conditions of which will be promptly negotiated by the parties in a separate agreement. These program trainee positions are distinguished from and have no connection whatsoever to any trainee positions that may be created as a result of negotiations between the City and Coalition.

If the parties mutually determine and agree that language should be incorporated into the Memorandum of Understanding ("MOU") for the above-referenced bargaining unit, the parties shall draft such language for an MOU amendment.

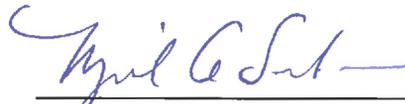
For the Union:



Gavin Koon
Business Representative
International Union of
Operating Engineers
Local 501

12/2/2015
Date

For Management:



Miguel A. Santana
City Administrative Officer
City of Los Angeles

12/3/15
Date

LETTER OF AGREEMENT

FURLOUGHS

2015 – 2018 MEMORANDUM OF UNDERSTANDING NO. 09

The undersigned parties agree that any employee represented in the Memorandum of Understanding, No. 09, Plant Equipment Operation and Repair will not be subject to a mandatory unpaid furlough program during the time period from July 1, 2015 to June 30, 2018.

This Letter of Agreement shall expire concurrent with the MOU.

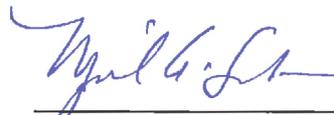
For the Union:



Gavin Koon
Business Representative
International Union of
Operating Engineers
Local 501

12/2/2015
Date

For Management:



Miguel A. Santana
City Administrative Officer
City of Los Angeles

12/3/15
Date

**Management Counter
MOU 09
August 10, 2015**

LETTER OF INTENT

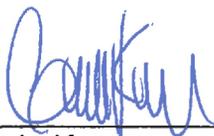
**TERMINAL ISLAND WATER RECLAMTION PLANT
OPERATION OF HIGH PRESSUE PUMPS ON DEEP WELL INJECTION SYSTEMS**

2015 – 2018 MEMORANDUM OF UNDERSTANDING NO. 09.

The undersigned parties agree that if the City determines to designate the work of operating high pressure pumps on deep well injection systems at Terminal Island Water Reclamation Plant in-house instead of contracting to any third party entity, the parties will meet and discuss whether or not such in-house work is appropriate for the classifications represented by the Union or warrants the creation of a new classification(s).

This Letter of Intent shall expire concurrent with the MOU.

For the Union:



Gavin Koon
Business Representative
International Union of
Operating Engineers
Local 501

12/2/2015
Date

For Management:



Enrique C. Zaldivar, Director
LA Sanitation

12/3/15
Date