

**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 29th day of July, 2019**

BY AND BETWEEN THE

CITY OF LOS ANGELES

AND THE

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

July 1, 2018 through June 30, 2021

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SECTION 1.0 GENERAL PROVISIONS

ARTICLE 1.1 RECOGNITION

- A. On April 27, 1973, the City of Los Angeles Employee Relations Board (ERB) certified International Union of Operating Engineers, Local 501 (I.U.O.E. Local 501 or Union), AFL-CIO, as the majority representative of employees in the Plant Equipment Operation and Repair Representation Unit (Unit). Accordingly, Management recognizes I.U.O.E. Local 501, as the exclusive representative of the employees in said Unit.
- B. 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.
- C. The term "Management" as used herein shall refer to the Los Angeles City Council, departments, bureaus and divisions.
- D. Effective upon the vote by the ERB to accrete a class or bargaining unit into the Coalition of Los Angeles City Unions (Coalition Union), applicable benefits and provisions of the MOU shall be provided to members of the newly accreted class/unit as contained in this MOU for all other represented members.

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, 2018. This MOU shall expire and otherwise be fully terminated at 11:59 p.m. on June 30, 2021. The MOU currently in effect will remain in effect until a successor MOU has been reached.

- 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, 2021, through April 30, 2021, its written proposals for such successor MOU. Meet and confer sessions shall begin no later than thirty (30) calendar days following submission of the proposals. Upon written mutual consent by the parties, the time lines 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 NON-DISCRIMINATION

- A. The parties mutually reaffirm their respective policies of non-discrimination in the treatment of any employee because of age (40 and above), ancestry, color, disability (physical and mental, including HIV and AIDS), gender identity and/or

expression, genetic information, LGBTQ+ identity, marital status, medical condition (genetic characteristics, cancer or a record or history of cancer), military or veteran status, national or ethnic origin, race, religion or creed (includes religious dress and grooming practices), sex or gender (includes pregnancy, childbirth, breastfeeding, and/or related medical conditions), sexual orientation, political activities or political affiliation, or any other characteristic protected under applicable federal, state or local laws, or by denying Family and Medical Leave Care or by engaging in retaliation for having filed a discrimination complaint, for participating in a discrimination investigation or for opposing discrimination.

- B. Management and the Union agree that in accordance with policies, no employee shall be interfered with, intimidated, restrained, coerced or discriminated against because of Union activity and/or the exercise of his or her rights granted pursuant to Employee Relations Ordinance Section 4.857.

SECTION 2.0 UNION SECURITY

ARTICLE 2.1 UNIT MEMBERSHIP LIST

- A. The City shall provide the Union with a list of Unit employees in alphabetical order with the following Unit information in compliance with State law for each employee on said list:
1. Name
 2. Employee Identification Number
 3. Original Hire Date
 4. Bargaining Unit
 5. Class Title
 6. Class Code
 7. Membership Status
 8. Employing Department Title
 9. Work Location (by department, office or bureau, as well as division if such information is readily available and department legend)
 10. Pay Rate (annual and biweekly)
 11. Work Phone Number on file
 12. Home Phone Number on file
 13. Personal cellular phone number on file
 14. Personal email address on file
 15. Home Address on file
- B. For new employees or those newly entering or re-entering Union representation, the City shall provide the aforementioned information within a minimum of thirty (30) calendar days of the date of the employee's hire or by the first pay period of the month following his or her hire, whichever is later.

- C. For existing employees, the City shall provide the above information to the Union a minimum of every thirty (30) calendar days.
- D. All information shall be provided to the Union electronically. The means of provision and the substance of the requisite information may be changed by mutual agreement.
- E. The Union agrees to indemnify and hold the City harmless from any liabilities of any nature that may arise as a result of the application of the provisions of this Article.
- F. Initially the City shall provide department legends that identify the known work locations by department, office or bureau, as well as division code(s). Thereafter, it is understood that Departments will either adjust their legends to provide distinct division codes for each work location or provide some other distinct work location information in a simplified manner to the Union. Additional legends will be provided only as updated. Furthermore, the CAO will work with the Controller to provide this information with current electronic payroll reporting.

ARTICLE 2.2 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. I.U.O.E. 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 I.U.O.E. 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 or her supervisor. Such time off with pay shall include travel time.

ARTICLE 2.8 PAYROLL DEDUCTIONS AND DUES

A. DUES

- 1. Payroll deductions as may be properly requested and lawfully permitted will be deducted from each employee's pay check by the Controller biweekly, in twenty-four (24) increments annually from the salary of each employee in the unit where the Union has provided in writing to the Controller a list or individual notice of those individuals from whom union-related deduction(s) should be lawfully taken. This list or notice shall constitute Union certification that the Union has and will maintain an authorization signed by the individual employee or employees from whose salary or wages the deductions are to be taken. Any amendment may be made by the Union in a complete list or individually.

Said payroll deductions shall not be assessed in any biweekly pay period in which the affected employee is not compensated for a minimum of twenty (20) hours.

Such amounts shall be determined by the Union and implemented by Management in the first payroll period which starts thirty (30) calendar days after written notice of the new amount from the Union is received by the Controller.

Employees who are members of the Union who previously elected to make union membership deductions prior to (1) starting an unpaid leave of absence, or (2) otherwise going on inactive status due to lack of scheduled hours, shall be reinstated as Union members with the automatic voluntary dues deduction immediately upon their return to work.

2. Notwithstanding any provisions of LAAC Section 4.203 to the contrary, during the term of this MOU, payroll deductions requested by employees in this Unit for the purpose of becoming a member and/or to obtain benefits offered by any qualified organization other than the Union will not be accepted by the Controller. For the purpose of this provision, qualified organization means any organization of employees whose responsibility or goal is to represent employees in the City's meet and confer process.
3. Any employees in this Unit who have authorized Union dues deductions with the Union on the effective date of this MOU or at any time subsequent to the effective date of this MOU shall continue to have such dues deductions made by the City during the term of this MOU as authorized by California Government Code Sections 1157.12 and 1159 (a) and (b).

The City shall direct employee requests to cancel or change payroll dues deductions to the Union. Deductions may be revoked or cancelled only pursuant to the terms of an employee's signed written authorization to deduct dues. The Union shall not be required by the City to provide a copy of any individual employee authorization for a dues deduction unless a dispute arises about the existence or terms of the individual employee's authorization. The City shall rely on the information provided by the Union, pursuant to Government Code Section 1157.12, in deducting dues, and the Union shall indemnify the City for any claims made by individual employees for deductions made in reliance on certification received from the Union that the Union has and will maintain a signed authorization from each individual employee. Employees with any questions relating to union membership dues shall direct those questions to the Union.

B. MANAGEMENT RESPONSIBILITIES

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

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

2. The Controller shall also apply this provision to every permanent employee who, following the operative date of this Article, becomes a member of this Unit, within sixty (60) calendar days of such reassignment or transfer.
3. Management will provide the Union with the Unit Membership List Article of this MOU.
4. The Controller shall notify the Union within sixty (60) calendar days of any employee who, because of a change in employment status, is no longer a member of the Unit or subject to the provisions of this Article.

C. UNION RESPONSIBILITIES

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

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

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

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

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

This code section is subject to the Provisions of Law and Separability article of this MOU.

ARTICLE 2.9 CONTRACTING OF UNIT WORK

The parties agree that during the term of this 2018-2021 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 or 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 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. 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.
- 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.

ARTICLE 2.10 UNION-SPONSORED EDUCATIONAL DEVELOPMENT

- A. I.U.O.E. Local 501 may submit a request in writing to an appointing authority to release on paid leave an employee or employees it has designated to attend Union-sponsored training and development. When such leave is approved by an appointing authority, the designated employee(s) shall be released without loss of

seniority. Employees approved for leave under this Article shall be granted paid time off, not to exceed a total of forty (40) hours in a fiscal year. Under no circumstances shall any one employee be granted paid time off under this Article exceeding the aforementioned number of hours in a fiscal year.

- B. The Union shall submit its written request to the appropriate appointing authority for employee leave under this Article not less than thirty (30) calendar days in advance of the scheduled training. Management shall notify the Union of its decision within fourteen (14) calendar days, or as soon as practical.
- C. Upon receipt of a request for Union-sponsored educational development, Management will make a good faith effort to accommodate such request. However, any Management determination or decision pertaining to this Article shall not be subject to the grievance procedure under Article 3.1, Grievance Procedure, of this MOU.

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 or her choice at the informal discussion level with his or her immediate supervisor, in all formal review levels and in arbitration if so approved by the Union.
2. No grievant shall lose his or her right to process his or 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 enumerated 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 or designated union representative. 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. In cases where the issues identified in the grievance affect more employees than are identified as grievants, the parties agree that the remedy may be applied to those employees upon their consent, if needed.

PROCEDURE:

STEP 1 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 or 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 or 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 or her work location to represent a grievant he or she shall first obtain permission from his or 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 or her work location, the Steward shall contact 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 or 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 or her classification occurs.
 - 2. At such time as an employee is no longer designated Senior Grievance Representative, he or she will be reassigned to whatever shift his or 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 September 30, 2019, 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 or 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 or 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: Effective December 13, 2015, 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: Effective December 13, 2015, 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, E, and I regarding the Bureau of Sanitation, General Services Department, and the Harbor Department.

Note 4: Effective December 13, 2015, 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.

Effective July 7, 2019, new employees shall receive an initial set of ten (10) uniforms.

- 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	Senior Mechanical Repairer
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 or 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

2. All other Unit employees will receive a one-time payment of twenty-five dollars (\$25.00) for the purchase of coveralls, where required.

E. ZOO DEPARTMENT

1. Employees in the classification(s) listed below when regularly assigned to the Zoo Department 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

2. All other Unit employees will receive a one-time payment of twenty-five dollars (\$25.00 for the purchase of coveralls, where required.

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 or 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 or 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 evaluatory or disciplinary document may be placed in an employee's official departmental personnel file without his or her review and a copy of the document being presented to the employee. The employee shall acknowledge that he or 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 or 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 or 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 or 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 or 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/forty, 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/forty 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 or 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 or her option and with the approval of Management waive, in writing, such minimum twelve (12) hours off before the start of his or 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 or her shift rotation schedule.
- B. Work schedules showing employees' shifts, workdays and hours, including scheduled overtime, will be posted on appropriate bulletin boards at all times and no less than 24 hours before the scheduled start time when there is a change to such schedules.
- 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 or 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.

*For the purpose of administering the provisions of this MOU, an emergency shall be defined in accordance with LAAC Section 8.22, as any occurrence which by reason of its magnitude is or is likely to become beyond the control of the normal services, personnel, equipment and facilities of the regularly constituted branches and departments of the City government, or any emergency declared by the Mayor per Charter Section 231(i).

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.

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

Appendix A – July 1, 2018

Appendix B – October 28, 2018

Appendix C – July 7, 2019 (Specials and Structural Changes)

Appendix D – January 19, 2020

Appendix E – January 31, 2021

Appendix F – June 20, 2021

(Note: The operative dates for Appendices B, C, D, E, and F coincide with the beginning of payroll periods.)

A. SALARY ADJUSTMENTS

1. Effective October 28, 2018, employees covered by this MOU shall receive a 2.9% salary increase. (Appendix B)
2. Effective January 19, 2020, employees covered by this MOU shall receive a 2.75% salary increase. (Appendix D)
3. Effective January 31, 2021, employees covered by this MOU shall receive a 2.0% salary increase. (Appendix E)
4. Effective June 20, 2021, employees covered by this MOU shall receive a 2.0% salary increase. (Appendix F)

B. SPECIALS AND STRUCTURAL CHANGES

Effective July 7, 2019, specified classifications covered by this MOU shall receive specified special adjustments. (Appendix C)

C. 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 (Step 2 or above) 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.

*Salary Step 1 is reserved for agreed upon Targeted Local Hire Program (TLHP) classifications, the minimum step available for promotion is Step 2, unless otherwise specified.

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 including all absences with pay authorized by law. 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)

Effective July 7, 2019, whenever an employee at LAWA 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, such call back shall not occur more than four (4) hours after the end of the employee's work shift.

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 E, 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 or 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 or 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 or 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 or 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 or 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 or 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 or 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 or her converted shift that he or 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 or her scheduled working period, unless he or 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 or her own misconduct, or brought about through his or her connivance;

3. Making an appearance for which he or she receives compensation in excess of his or her regular earnings; or
 4. Subpoenaed to appear or appearing during his or her off duty hours.
- C. The Police Department may reschedule an employee so that his or her subpoena does not conflict with his or 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 or her subpoena does not conflict with his or 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 or 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 or her own vehicle, pursuant to LAAC Division 4, Chapter 5, Article 2, in the performance of his or her duties, shall be reimbursed for his or 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 or her home and place of temporary assignment as provided in LAAC Section 4.221, he or 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, and -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.

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 or 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.
- 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 or 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 or 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.

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 health care 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 December 13, 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 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 in accordance with Los Angeles Administrative Code Sections 4.126, 4.126.2, and 4.128, except as noted below.

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

A. SICK LEAVE ACCRUAL AND USAGE

1. Full-Time Employees

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

Any unused balance of sick leave at 75% of full pay at the end of any calendar year shall be carried over and accumulated from one (1) calendar year to the next up to a maximum of 800 hours at 75% of full pay. No payment of sick leave accrual in excess of the maximum amount shall occur.

- d. Effective January 1, 1997, if a full-time employee retires from City service or, if a full-time employee who is eligible to retire on or after July 1, 1996, dies prior to retirement, any balance of accumulated sick leave at 100% of full pay up to a maximum of 800 hours remaining unused at the time of retirement or death shall be compensated to the employee or, in the event of the death of the employee, to the employee's legal beneficiary(ies) by a cash payment of 50% of the employee's salary rate on the date of retirement or death.
 - e. As of January 1, 1998, any unused balance of sick leave at 50% of full pay shall be frozen with no further credits or withdrawals permitted.
- Effective January 1, 1997, if a full-time employee retires from City service or, if a full-time employee who is eligible to retire on or after July 1, 1996, dies prior to retirement, any balance of accumulated sick leave at 50% of full pay remaining unused at the time of retirement or death shall be compensated to the employee or, in the event of the death of the employee, to the employee's legal beneficiary(ies) by a cash payment of 25% of the employee's salary rate on the date of retirement or death.
- f. If a full-time employee separates from City service and is rehired by the City within one (1) year from the date of separation, previously accrued and unused sick leave shall be reinstated.

2. Half-Time Employees

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

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

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

3. Intermittent Employees

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

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

- d. Employees who hold more than one (1) intermittent position concurrently shall be eligible to accrue sick leave in only one (1) position.

B. PREVENTIVE MEDICAL TREATMENT

Notwithstanding LAAC Section 4.126(d), employees may use up to 48 hours of 100% of full pay sick leave to secure preventive medical treatment for the employee or employee's immediate family member.

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. The aggregate number of working days allowed in any one calendar year with full pay shall increase from 12 working days to not exceed fifteen (15) days (120 hours). 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 (120 hours) of family illness sick leave.

Effective January 1, 2020, employees shall be allowed to use 75% sick time for family illness after exhausting 100% sick time.

- 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. Indigenous Peoples 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. Effective July 7, 2019, one additional unspecified holiday will be added for a total of two (2) unspecified holidays.
- 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 or her assigned shift immediately before and his or 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 or 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 holidays shall be taken in accordance with the following requirements:

1. Each unspecified holiday must be taken in one full normal working day increment of eight (8) hours during the calendar year in which it is credited. 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 or 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 two unspecified holidays each calendar year. Thus (a) an employee transferring from the Department of Water and Power (DWP) to any other City department, office or bureau will not receive an unspecified holiday 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

- A. Notwithstanding the provisions of LAAC Section 4.245, each employee in this Unit who has completed his or 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 Annual Vacation Days	Monthly Accrual Rate In Hours/Minutes	Total Annual Vacation Hours	Maximum Vacation Accrual In Hours As of 9/1/19
1 - 4	11	7.20	88	264
5 - 12	17	11.20	136	408

Years of Service Completed	Number of Annual Vacation Days	Monthly Accrual Rate In Hours/Minutes	Total Annual Vacation Hours	Maximum Vacation Accrual In Hours As of 9/1/19
13	18	11.20	144	432
14	19	11.20	152	456
15	20	11.20	160	480
16	21	11.20	168	504
17	22	14.40	176	528
18	23	14.40	184	552
19 - 24	24	16.00	192	576
25	25	16.40	200	600

B. Accumulation of Vacation Time

Effective September 1, 2019, notwithstanding LAAC Section 4.254, employees shall be permitted to accumulate vacation time not to exceed three (3) annual vacation accrual periods.

Utilization of vacation time must have the approval of the appointing authority; such approval shall not be unreasonably withheld.

C. 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 or her current hourly rate for those accruing hours in excess of his or 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 or she is informed that his or 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, notwithstanding 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 or she has a serious health condition that makes him/her unable to perform the functions of his or 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 each individually take leave under the provisions of this Article at the same time to care for a new child by birth or adoption, or foster care of a child.
 - 2. Spouses or domestic partners who both work for the City may take leave under the provisions of this Article at the same time to 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.

3. Each employee must notify his or her employing department at the time the leave is requested of the name and department of the second family member who is requesting leave for the same incident. Such notification must include the starting and ending dates of the time period for which each employee is requesting leave.
4. The time limitation described above does not apply to leave taken by one spouse or one domestic partner to care for the other who is seriously ill, or to care for a child with a serious health condition.

IV. CONDITIONS

- A.
 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 (each parent individually) 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 or 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 of 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 or her original job or to an equivalent job.

V. NOTICE REQUIREMENTS

A. Employee

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

B. Management

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

VI. APPLICABLE TIME OFF

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

A. Childbirth (Mother)

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

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

Information on the current Support Plus provider is available through the Personnel Department, Employee Benefits Division at (213) 978-1655 or on the division's website at: <https://www.liveandworkwell.com/content/en/public.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.

ARTICLE 7.15 WORKERS' COMPENSATION ALTERNATIVE DISPUTE RESOLUTION PROGRAM

The following information is for informational purposes.

The parties have entered into a Workers' Compensation Alternative Dispute Resolution (ADR) Program Agreement approved by the State on or about October 2, 2018. In accordance with California Labor Code Section 3201.7, this Agreement was reached separate and apart from outside the collective bargaining process for this MOU. Said Agreement includes a Joint Labor Management Committee (JLMC), the terms of which are incorporated in the body of the ADR Agreement.

The Workers' Compensation ADR Program, approved by the State of California, provides a dispute prevention and resolution process designed to improve the processing and quality of workers' compensation medical benefits, improve claim resolution, reduce workers' compensation claim costs, return injured employees to work in a timely manner, and increase injured employees' satisfaction with the process.

ARTICLE 7.16 SCHOOL ACTIVITIES LEAVE

- A. Both full-time and part-time employees shall be allowed to take off up to 40 hours annually to participate in child-related activities for their own child, regardless of the number of children in the family. An employee who is a parent, guardian, step-parent, foster parent, grandparent of, or a person who stands *in loco parentis* to a child of the age to attend kindergarten through grade 12, or a licensed child care provider, is eligible for leave. Employees are required to use vacation, compensatory time off, or time off without pay for this leave. Child-related activities include the following:

1. Finding, enrolling, or re-enrolling their child in a school or with a licensed child care provider, or participation in activities of the school or licensed child care provider. Not more than eight (8) hours in any given month may be used under these circumstances.
 2. To address a school or child care provider emergency, if the employee gives notice. A school or child care provider emergency includes the following:
 - a. The school or child care provider has requested that the child be picked up due to an attendance policy that prohibits the child from attending, excluding planned holidays.
 - b. Behavioral problems.
 - c. Closure or unexpected unavailability of the school or child care provider, excluding planned holidays.
 - d. A natural disaster.
- B. Employees are required to provide their supervisors reasonable advance notice of anticipated absences for child-related activities. If both parents work for the same supervisor, the parent who gives notice first is the one entitled to the leave, unless the supervisor approves time off for both parents.
- C. Supervisors may request that the employee provide documentation from the school or licensed child care provider verifying participation in activities on a particular date and time. The school or licensed child care provider determines the appropriate and reasonable form of the written verification.
- D. No employee shall be discharged, threatened with discharge, demoted, suspended, or in any other manner discriminated against in terms of conditions of employment due to their time off to participate in their child's school or child care provider activity.

SECTION 8.0 SERVICE AND WORKFORCE

ARTICLE 8.1 SERVICE AND WORKFORCE RESTORATION

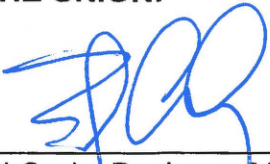
- A. The City and the Union will mutually designate trainee-level positions and design training programs for targeted entry-level Civil Service classifications. (For further information, see Service and Workforce Restoration Coalition side letter.)
- B. Trainee-level positions will only be used by mutual agreement of the parties, contingent and specifically conditioned on the City funding Civil Service positions in department budgets.

**ARTICLE 8.2 BUILDING OPERATING ENGINEER APPRENTICESHIP
PROGRAM**

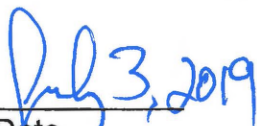
The parties have partnered to establish an apprenticeship training program for the Building Operating Engineer job classification offered as an alternative pathway to employment with the City. This Program will combine classroom curriculum conducted by the Operating and Maintenance Engineers Apprenticeship and Training Trust Fund for Southern California Joint Apprenticeship Training Committee Training Center, I.U.O.E. Local 501, with on-the-job training provided by the City. The parties intend the program to commence no later than September 2019. (See Exhibit A – Building Operating Engineer Apprenticeship Program.)

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

FOR THE UNION:



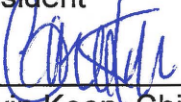
Edward Curly, Business Manager/
General Vice President



Date



Thomas O'Mahar
President



Gavin Koon, Chief Negotiator and
Business Representative



Steven Tveden
Union Steward

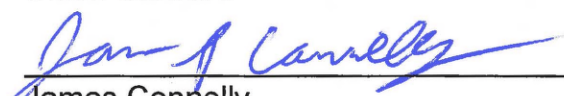
Hanns Russo
Union Steward



Sal De la Cruz
Union Steward

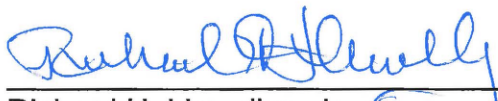


Rudy Ramcharan
Union Steward

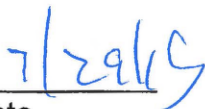


James Connolly
Union Steward

FOR THE CITY:



Richard H. Llewellyn, Jr.
City Administrative Officer

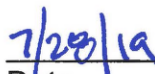


Date

As to form:



Office of the City Attorney



Date

MOU 09
Appendix A
Operative on July 1, 2018

CLASS CODE	TITLE	RANGE	ANNUAL COMPENSATION			
			STARTING		MAXIMUM	
			STEP	SALARY	STEP	SALARY
5923-0	Building Operating Engr					\$3538.40/BW
5923-A	Building Operating Engr - Airport					\$3646.40/BW
5927-0	Chief Building Operatng Engr					\$4818.40/BW
5865-0	Diesel Plant Operator					\$3538.40/BW
5853-0	Electrical Pump Plant Operator					\$3042.40/BW
3843-0	Instrument Mechanic					\$4034.40/BW
3843-A	Instrument Mechanic - Airport					\$4034.40/BW
3844-0	Instrument Mechanic Supervisor					\$4872.80/BW
3844-A	Instrument Supervisor - Airport					\$4872.80/BW
4122-0	Intermediate Wastewater Treatmer					\$4010.40/BW
4122-A	Intermediate Wastewater Treatmer					\$3415.20/BW
3795-0	Mechanical Repair Supervisor					\$3699.20/BW
3773-0	Mechanical Repairer					\$3141.60/BW
0850-0	Mechanical Repairer / Exempt					\$37.22/HR
5851-0	Plant Attendant					\$2548.80/BW
1107-0	Plant Equipmnt Trainee					\$2396.80/BW
5925-0	Senior Building Operating Enginee					\$4131.20/BW
5925-A	Senior Building Operating Enginee					\$4264.00/BW
5867-0	Senior Diesel Plant Operator					\$4131.20/BW
5856-0	Senior Electrical Pump Plant Oper					\$3579.20/BW
3772-1	Senior Mechanical Repairer I					\$3140.00/BW
3772-2	Senior Mechanical Repairer II					\$3330.40/BW
4124-0	Senior Wastewater Treatment Ope					\$4587.20/BW
5614-0	Wastewater Treatment Mechanic					\$3635.20/BW
5617-0	Wastewater Treatment Mechanic S					\$4679.20/BW
4121-0	Wastewater Treatment Operator					\$3616.00/BW
4121-9	Wastewater Treatment Operator					\$3400.00/BW
4123-1	Wastewater Treatment Operator I					\$3616.00/BW
4123-2	Wastewater Treatment Operator II					\$4010.40/BW
4123-3	Wastewater Treatment Operator III					\$4228.80/BW

MOU 09
Appendix B
Operative on October 28, 2018

CLASS CODE	TITLE	RANGE	ANNUAL COMPENSATION			
			STARTING		MAXIMUM	
			STEP	SALARY	STEP	SALARY
5923-0	Building Operating Engr					\$3640.80/BW
5923-A	Building Operating Engr - Airport					\$3752.00/BW
5927-0	Chief Building Operatng Engr					\$4958.40/BW
5865-0	Diesel Plant Operator					\$3640.80/BW
5853-0	Electrical Pump Plant Operator					\$3130.40/BW
3843-0	Instrument Mechanic					\$4151.20/BW
3843-A	Instrument Mechanic - Airport					\$4151.20/BW
3844-0	Instrument Mechanic Supervisor					\$5014.40/BW
3844-A	Instrument Supervisor - Airport					\$5014.40/BW
4122-0	Intermediate Wastewater Treatmer					\$4126.40/BW
4122-A	Intermediate Wastewater Treatmer					\$3514.40/BW
3795-0	Mechanical Repair Supervisor					\$3806.40/BW
3773-0	Mechanical Repairer					\$3232.80/BW
0850-0	Mechanical Repairer / Exempt					\$38.3/HR
5851-0	Plant Attendant					\$2622.40/BW
1107-0	Plant Equipmnt Trainee					\$2466.40/BW
5925-0	Senior Building Operating Engineer					\$4251.20/BW
5925-A	Senior Building Operating Engineer					\$4388.00/BW
5867-0	Senior Diesel Plant Operator					\$4251.20/BW
5856-0	Senior Electrical Pump Plant Oper					\$3683.20/BW
3772-0	Senior Mechanical Repairer					\$3427.20/BW
4124-0	Senior Wastewater Treatment Ope					\$4720.00/BW
5614-0	Wastewater Treatment Mechanic					\$3740.80/BW
5617-0	Wastewater Treatment Mechanic S					\$4815.20/BW
4121-0	Wastewater Treatment Operator					\$3720.80/BW
4121-9	Wastewater Treatment Operator					\$3498.40/BW
4123-1	Wastewater Treatment Operator I					\$3720.80/BW
4123-2	Wastewater Treatment Operator II					\$4126.40/BW
4123-3	Wastewater Treatment Operator III					\$4351.20/BW

MOU 09
Appendix C
Operative on July 7, 2019

CLASS CODE	TITLE	RANGE	ANNUAL COMPENSATION			
			STARTING		MAXIMUM	
			STEP	SALARY	STEP	SALARY
5923-0	Building Operating Engr					\$3732.00/BW
5923-A	Building Operating Engr - Airport					\$3845.60/BW
5927-0	Chief Building Operatng Engr					\$5082.40/BW
5865-0	Diesel Plant Operator					\$3640.80/BW
5853-0	Electrical Pump Plant Operator					\$3130.40/BW
3843-0	Instrument Mechanic					\$4379.20/BW
3843-A	Instrument Mechanic - Airport					\$4379.20/BW
3844-0	Instrument Mechanic Supervisor					\$5014.40/BW
3844-A	Instrument Supervisor - Airport					\$5014.40/BW
4122-0	Intermediate Wastewater Treatmer					\$4126.40/BW
4122-A	Intermediate Wastewater Treatmer					\$3514.40/BW
3795-0	Mechanical Repair Supervisor					\$3806.40/BW
3773-0	Mechanical Repairer					\$3410.40/BW
0850-0	Mechanical Repairer / Exempt					\$38.3/HR
5851-0	Plant Attendant					\$2622.40/BW
1107-0	Plant Equipmnt Trainee					\$2466.40/BW
5925-0	Senior Building Operating Engineer					\$4357.60/BW
5925-A	Senior Building Operating Engineer					\$4497.60/BW
5867-0	Senior Diesel Plant Operator					\$4251.20/BW
5856-0	Senior Electrical Pump Plant Oper					\$3683.20/BW
3772-0	Senior Mechanical Repairer					\$3616.00/BW
4124-0	Senior Wastewater Treatment Ope					\$4838.40/BW
5614-0	Wastewater Treatment Mechanic					\$3946.40/BW
5617-0	Wastewater Treatment Mechanic S					\$4815.20/BW
4121-0	Wastewater Treatment Operator					\$3720.80/BW
4121-9	Wastewater Treatment Operator					\$3498.40/BW
4123-1	Wastewater Treatment Operator I					\$3813.60/BW
4123-2	Wastewater Treatment Operator II					\$4229.60/BW
4123-3	Wastewater Treatment Operator III					\$4460.00/BW

MOU 09
Appendix D
Operative on January 19, 2020

CLASS CODE	TITLE	RANGE	ANNUAL COMPENSATION			
			STARTING		MAXIMUM	
			STEP	SALARY	STEP	SALARY
5923-0	Building Operating Engr					\$3834.40/BW
5923-A	Building Operating Engr - Airport					\$3951.20/BW
5927-0	Chief Building Operatng Engr					\$5222.40/BW
5865-0	Diesel Plant Operator					\$3740.80/BW
5853-0	Electrical Pump Plant Operator					\$3216.80/BW
3843-0	Instrument Mechanic					\$4500.00/BW
3843-A	Instrument Mechanic - Airport					\$4500.00/BW
3844-0	Instrument Mechanic Supervisor					\$5152.00/BW
3844-A	Instrument Supervisor - Airport					\$5152.00/BW
4122-0	Intermediate Wastewater Treatmer					\$4240.00/BW
4122-A	Intermediate Wastewater Treatmer					\$3611.20/BW
3795-0	Mechanical Repair Supervisor					\$3911.20/BW
3773-0	Mechanical Repairer					\$3504.00/BW
0850-0	Mechanical Repairer / Exempt					\$39.35/HR
5851-0	Plant Attendant					\$2694.40/BW
1107-0	Plant Equipmnt Trainee					\$2534.40/BW
5925-0	Senior Building Operating Engineer					\$4477.60/BW
5925-A	Senior Building Operating Engineer					\$4621.60/BW
5867-0	Senior Diesel Plant Operator					\$4368.00/BW
5856-0	Senior Electrical Pump Plant Oper					\$3784.80/BW
3772-0	Senior Mechanical Repairer					\$3715.20/BW
4124-0	Senior Wastewater Treatment Ope					\$4971.20/BW
5614-0	Wastewater Treatment Mechanic					\$4055.20/BW
5617-0	Wastewater Treatment Mechanic S					\$4948.00/BW
4121-0	Wastewater Treatment Operator					\$3823.20/BW
4121-9	Wastewater Treatment Operator					\$3594.40/BW
4123-1	Wastewater Treatment Operator I					\$3918.40/BW
4123-2	Wastewater Treatment Operator II					\$4345.60/BW
4123-3	Wastewater Treatment Operator III					\$4582.40/BW

MOU 09
Appendix E
Operative on January 31, 2021

CLASS CODE	TITLE	RANGE	ANNUAL COMPENSATION			
			STARTING		MAXIMUM	
			STEP	SALARY	STEP	SALARY
5923-0	Building Operating Engr					\$3911.20/BW
5923-A	Building Operating Engr - Airport					\$4030.40/BW
5927-0	Chief Building Operatng Engr					\$5327.20/BW
5865-0	Diesel Plant Operator					\$3816.00/BW
5853-0	Electrical Pump Plant Operator					\$3280.80/BW
3843-0	Instrument Mechanic					\$4590.40/BW
3843-A	Instrument Mechanic - Airport					\$4590.40/BW
3844-0	Instrument Mechanic Supervisor					\$5255.20/BW
3844-A	Instrument Supervisor - Airport					\$5255.20/BW
4122-0	Intermediate Wastewater Treatmer					\$4324.80/BW
4122-A	Intermediate Wastewater Treatmer					\$3683.20/BW
3795-0	Mechanical Repair Supervisor					\$3989.60/BW
3773-0	Mechanical Repairer					\$3574.40/BW
0850-0	Mechanical Repairer / Exempt					\$40.14/HR
5851-0	Plant Attendant					\$2748.00/BW
1107-0	Plant Equipmnt Trainee					\$2584.80/BW
5925-0	Senior Building Operating Engineer					\$4567.20/BW
5925-A	Senior Building Operating Engineer					\$4714.40/BW
5867-0	Senior Diesel Plant Operator					\$4455.20/BW
5856-0	Senior Electrical Pump Plant Oper					\$3860.80/BW
3772-0	Senior Mechanical Repairer					\$3789.60/BW
4124-0	Senior Wastewater Treatment Ope					\$5070.40/BW
5614-0	Wastewater Treatment Mechanic					\$4136.00/BW
5617-0	Wastewater Treatment Mechanic S					\$5047.20/BW
4121-0	Wastewater Treatment Operator					\$3900.00/BW
4121-9	Wastewater Treatment Operator					\$3666.40/BW
4123-1	Wastewater Treatment Operator I					\$3996.80/BW
4123-2	Wastewater Treatment Operator II					\$4432.80/BW
4123-3	Wastewater Treatment Operator III					\$4674.40/BW

MOU 09
Appendix F
Operative on June 20, 2021

CLASS CODE	TITLE	RANGE	ANNUAL COMPENSATION			
			STARTING		MAXIMUM	
			STEP	SALARY	STEP	SALARY
5923-0	Building Operating Engr					\$3989.60/BW
5923-A	Building Operating Engr - Airport					\$4111.20/BW
5927-0	Chief Building Operatng Engr					\$5433.60/BW
5865-0	Diesel Plant Operator					\$3892.00/BW
5853-0	Electrical Pump Plant Operator					\$3346.40/BW
3843-0	Instrument Mechanic					\$4682.40/BW
3843-A	Instrument Mechanic - Airport					\$4682.40/BW
3844-0	Instrument Mechanic Supervisor					\$5360.00/BW
3844-A	Instrument Supervisor - Airport					\$5360.00/BW
4122-0	Intermediate Wastewater Treatmer					\$4411.20/BW
4122-A	Intermediate Wastewater Treatmer					\$3756.80/BW
3795-0	Mechanical Repair Supervisor					\$4069.60/BW
3773-0	Mechanical Repairer					\$3645.60/BW
0850-0	Mechanical Repairer / Exempt					\$40.94/HR
5851-0	Plant Attendant					\$2803.20/BW
1107-0	Plant Equipmnt Trainee					\$2636.80/BW
5925-0	Senior Building Operating Engineer					\$4658.40/BW
5925-A	Senior Building Operating Engineer					\$4808.80/BW
5867-0	Senior Diesel Plant Operator					\$4544.00/BW
5856-0	Senior Electrical Pump Plant Oper					\$3938.40/BW
3772-0	Senior Mechanical Repairer					\$3865.60/BW
4124-0	Senior Wastewater Treatment Ope					\$5172.00/BW
5614-0	Wastewater Treatment Mechanic					\$4218.40/BW
5617-0	Wastewater Treatment Mechanic S					\$5148.00/BW
4121-0	Wastewater Treatment Operator					\$3978.40/BW
4121-9	Wastewater Treatment Operator					\$3740.00/BW
4123-1	Wastewater Treatment Operator I					\$4076.80/BW
4123-2	Wastewater Treatment Operator II					\$4521.60/BW
4123-3	Wastewater Treatment Operator III					\$4768.00/BW

APPENDIX G

SALARY NOTES

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

- Note 1. The Department of General Services will provide round trip transportation or a City car to a Building Operating Engineer whenever, during his or her work shift, the employee is temporarily reassigned from his or her regular work location at City Hall East to Van Nuys City Hall or from Van Nuys City Hall to City Hall East.
- Note 2. Effective July 7, 2019, 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, one dollar (\$1.00) per hour for each hour of work so performed. (Pensionable when regularly assigned; non-pensionable when assigned on a daily basis.)
- Note 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)
- Note 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)
- Note 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 receive 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.)

Note 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)

Note 7. A Unit employee who is regularly assigned to the Industrial Safety and Compliance Division (ISCD) or to the Hyperion Water Reclamation Plant Training and Safety Group of the Bureau of Sanitation (Pensionable) or any other Unit employee who conducts a formal group training session for a full shift at the request of ISCD (Non-pensionable) will be paid five and one-half percent (5.5%) above his or 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.

Note 8. At no time shall the adjusted compensation under Article 6.4, E. Obnoxious Conditions be applicable to any position in any class series listed below since the K rate is included in the salary. (Although LAAC Note K was repealed in 2004, the salaries listed below still include the value of this former note).

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

Note 9. Employees in the classifications of Wastewater Treatment Operator, Building Operating Engineer (Code 5923), or Senior Building Operating Engineer (Code 5925) 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. (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.

Note 10. Effective July 7, 2019, 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, \$276.00 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)

Note 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, in 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)

Note 12. One position of Mechanical Repairer (Code 3773) and one position of Senior Mechanical Repairer (Code 3772) in the Department of Public Works, Bureau of Street Services, employed at the Mechanical Repair Shop at 452 North San Fernando Road and, effective July 7, 2019, employed in the Department of Transportation, 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)

Note 13. Tool Allowance (Fire Department)

- a. Effective July 7, 2019, employees in the classification of Mechanical Repairer (Code 3773) and Senior Mechanical Repairer (Code 3772) employed at the Fire Department shall receive \$35.00 biweekly for tools. (Non-pensionable)

- b. Tool Reimbursement

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

Note 14. Swimming Pool Service Technician Certificate Reimbursement (Recreation and Parks)

Effective July 7, 2019, Mechanical Repairers employed in the Department of Recreation and Parks who maintain a County of Los Angeles Swimming Pool Service Technician Certificate shall be reimbursed by the City for the cost of renewing the license upon presentation by the employee of a paid receipt for such cost. Such reimbursement will not exceed more than one payment within any calendar year.

EXHIBIT A
MOU 09
BUILDING OPERATING ENGINEER APPRENTICESHIP PROGRAM

July 1, 2018

ARTICLE 1 PARTIES

This Agreement is made and entered into by and between the City of Los Angeles ("City") and the International Union of Operating Engineers, Local 501, AFL-CIO ("Union").

ARTICLE 2 PURPOSE

The purpose of this Agreement is to establish a Building Operating Engineer Apprenticeship Program designed to develop a practical and skilled engineer who, upon successful completion of the Program, will become a Civil Service City of Los Angeles Building Operating Engineer. The provisions of this Agreement are intended to assist the parties in determining and performing their obligations under this Agreement.

ARTICLE 3 TERM

This Agreement shall be effective on the first full pay period following City Council adoption of MOU 9 and shall continue until such time as it is cancelled in accordance with the Program Cancellation article below or negotiated otherwise.

ARTICLE 4 PROGRAM OVERVIEW

The Building Operating Engineer Apprenticeship Program ("Program") is a five-year training program that combines classroom curriculum with on-the-job training for an Apprentice to become a City of Los Angeles Building Operating Engineer. These engineers operate and maintain high pressure gas or oil fired boilers, gas or steam turbines, energy recovery boilers, heat exchangers and other heating systems as well as perform many other related duties. Apprentices learn the building operating engineering trade through classroom attendance at the Operating and Maintenance Engineers Apprenticeship and Training Trust Fund for Southern California Joint Apprenticeship Training Committee Training Center, Local 501, normally, a minimum of twice a week in the evenings while working a minimum of forty (40) hours per week at the City. Classroom curriculum includes industry practices and skill set development that Apprentices will apply to the City workplace under supervision.

This Program shall be used in conjunction with the City's current Civil Service process. Successful completion of the Program parameters described in this Agreement will serve as an alternative pathway to being hired directly by the City as a journey-level Building Operating Engineer.

ARTICLE 5 STATE REGISTERED PROGRAM

This Building Operating Engineer Apprenticeship Program is a registered program with the State of California, Department of Industrial Relations, Division of Apprenticeship Standards (DAS).

ARTICLE 6 APPRENTICESHIP STANDARDS

To continue in the Program, participants are subject to the terms and conditions of the “Apprenticeship Standards of the Operating and Maintenance Engineer Trade for Southern California Joint Apprenticeship Training Committee” and the City’s employment policies and procedures, including safety policies and procedures.

ARTICLE 7 MINIMUM QUALIFICATIONS

To be considered for the Program, applicants must first meet the following preliminary requirements of the Operating and Maintenance Engineers Apprenticeship and Training Trust Fund for Southern California (“Trust”):

- Be 18 years of age or older
- Possess a U.S. high school diploma or one (1) of the following three (3) high school equivalency credentials: General Education Development (GED), High School Equivalency Test (HiSET), or Test Assessing Secondary Completion (TASC)
- Receive a passing grade on Aptitude Test T.A.B.E. (Test of Adult Basic Education Exam)
- If not born in the United States, possess an original Permanent Resident Card, an original U.S. Passport, or an original Naturalization Certificate will be accepted.
- Possess an original photo ID.
- Ability to speak, write and read English.
- Ability to perform basic mathematical calculations.

Hiring is subject to the Civil Service Rules and the authority of the Civil Service Commission. Additional requirements may be required based on the City’s hiring needs. Following are some examples:

Example 1: Possession of an original valid California Class C Driver License.

Example 2: The Los Angeles World Airports (LAWA) has background requirements mandated for its employees due to federal Homeland Security Guidelines. Eligibility for hire at this department is contingent on satisfactory completion of and compliance with these guidelines.)

ARTICLE 8 SELECTION OF PARTICIPANTS

The City will determine the most appropriate method for selecting individuals to participate as an Apprentice in the Program for a City position. There are two (2) methods in which an individual may be selected to participate as an Apprentice in the Program. The City may elect at any time to use either or both of the following selection methods:

Selection Method #1:

Every two (2) years, the Trust shall create a list of applicants from the administration of a written test certified by the State of California containing basic English and mathematics.

The Trust shall rank applicants based on their overall scores. The City may contact the Trust for a list of qualified candidates and the Trust will provide the City a list of five (5) ranked individuals. The City may select candidates from that list or request additional names from the Trust if no selection is made. Once the City selects individuals from the Trust's list, the City may administer additional requirements.

Selection Method #2:

The City may recruit and select qualified individuals who have met the minimum preliminary Trust requirements above and must notify the Trust of its candidate selection.

If an additional selection method is desired by the City, the parties shall meet and mutually agree in writing to the additional selection method.

ARTICLE 9 PROBATION

Apprentices are considered at-will employees during the entire five -year Program. This five years serves a working test period during which the Apprentice is required to demonstrate his/her fitness by actual performance of the duties and responsibilities of the job while receiving on-the-job training. Apprentices may be terminated from City employment at any time without right of appeal to the Board of Civil Service Commissioners.

Once appointed to the journey level Building Operating Engineer position, individuals serve the City's established probationary period.

ARTICLE 10 PAY SCHEDULE

Apprenticeship Program salaries are based on the following pay schedule in which Apprentices are paid a percentage of the salary of the MOU 09 journey level Building Operating Engineer, Class Code 5923-0 (and 5923-A¹):

Following is the five-year pay schedule for an Apprentice who successfully completes evaluations every six (6) months. Apprentice salaries are percentages of City journey level civil service Building Operating Engineer salary:

BOE Apprentice Pay Schedule

	<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>	<u>Year 4</u>	<u>Year 5</u>
6 months	60%	70%	80%	90%	95%
6 months	65%	75%	85%	95%	95%

ARTICLE 11 EVALUATIONS

Upgrades between months and years are not automatic. The Trust will conduct apprentice evaluations every six (6) months that includes the review of classroom records. The Trust will verify that the Apprentice has met both the classroom requirements and on-the-job standards for the six (6)-month requirement for that rating period. Upon the Trust's determination the Apprentice has satisfactorily completed the review, the Trust will send written notice to the City authorizing advancement to the next pay level consistent with the Apprentice pay schedule. Such advancement will be effective in the next full pay period following Trust notification but not less than ten (10) business days following such notification. There will be no retroactive payments relating to Trust notifications.

In order to verify the on-the-job standards, the Trust requires a Chief BOE, Senior BOE, or other department designee assigned to complete and sign off on the six (6)-month evaluations.² This person will also be the contact person for the Trust responsible for reporting and interfacing with both the Apprentice and the Trust. This person shall certify that the Apprentice has met the requisite provisions before moving to the next pay level.

ARTICLE 12 SUPERVISION

Apprentices must work under direct supervision of a competent Chief Engineer or Engineer. The Apprentice classification is strictly a trainee class. He/she shall not stand shift or be responsible for operating conditions in the plants. However, once an Apprentice has achieved appropriate licenses that Apprentice may be assigned by the City to stand

¹ Salaries for participants assigned to the Los Angeles World Airports are based on a percentage of the salaries of journey level BOEs at that department.

² The City may complete its own separate evaluation every six (6) months.

watch provided there are no conflicts with section duties and/or Apprentice's ability to attend evening classes.

ARTICLE 13 ASSIGNMENTS AND WORK SCHEDULES

Apprentices shall be assigned City work and learn necessary tasks to obtain a diverse training. City departments will ensure work assignments and shifts allow Apprentices sufficient travel time to meet the Program's evening classroom schedules at the Training Center.

ARTICLE 14 OVERTIME

Overtime shall not be mandatory for an Apprentice during the five-year Program. If overtime is available and appropriate for an Apprentice, as determined by department management, Apprentices may work such available overtime. However, overtime assignments for Apprentices shall be assigned in such a manner as to neither interfere with or impair the on-the-job training, classroom training, nor be detrimental to the health and safety of the Apprentice.

ARTICLE 15 PROGRAM COMPLETION AND APPOINTMENT TO CIVIL SERVICE BUILDING OPERATING ENGINEER

Upon successful completion of the five-year Apprenticeship Program, the Trust will submit a copy of a Certificate of Completion to the City. The Apprentice shall be appointed as a full-time Building Operating Engineer (Code 5923-0 or 5923-A) by their employing department and begin serving the probationary period. (Completion of the five-year Program serves as the equivalent of completing the Building Operating Engineer civil service examination with a passing score.)

ARTICLE 16 PROGRAM FUNDING

In order to fund the Apprenticeship Training Program, the City shall make annual payments in an amount of two hundred twenty-five dollars (\$225.00) for each full-time MOU 09 journey level and higher employee employed in the Building Operating Engineer class series only on active payroll status as of December 1 (Building Operating Engineer, Codes 5923-0 and 5923-A, Senior Building Operating Engineer, Codes 5925-0 and 5925-A, and Chief Building Operating Engineer, Codes 5927-0 and 5927-A only), excluding all individuals in the Apprentice class or hiring hall classes. This City contribution shall be made within the first pay period of each calendar year (Pay Period 14) starting January 2020 payable to the Operating and Maintenance Engineers Apprenticeship & Training Trust Fund for Southern California, regardless of the number of participating Apprentices, including none.

If there are no Apprentices participating in the Program for twelve (12) consecutive months, the annual fee paid by the City will be reduced by fifty percent (50%). If there are

no Apprentices participating in the Program for a subsequent 12 consecutive months, the annual fee will be suspended until the year an Apprentice enters the Program.

ARTICLE 17 APPRENTICE STAFFING AND HIRING DETERMINATIONS

The City shall have the sole discretion to determine the number of apprenticeship slots in each department, as necessary, but such number shall not exceed thirty (30) at any time Citywide. There is no minimum number of Apprentices required to participate in this Program. This Program is not intended to nor shall in any way impede the City's ability to hire and/or promote individuals into the Civil Service Building Operating Engineer class series.

ARTICLE 18 PAYROLL DEDUCTIONS AND DUES

Apprentices in this Program are subject to the Payroll Deductions and Dues Article in Memorandum of Understanding for the Plant Equipment Operation & Repair Representation Unit, No. 9, where applicable.

ARTICLE 19 BENEFITS

Apprentices in this Program receive the same benefits as a full-time, civil service exempt status employees during the five-year Program.

ARTICLE 20 APPRENTICE PROGRAM EXTENSION

By mutual agreement of the parties in writing, an individual may remain an Apprentice for an extended period beyond five-years for up to one (1) additional year on a case by case basis.

ARTICLE 21 DISPUTE RESOLUTION

For the day-to-day operations, the parties agree that the Union and respective City department management shall address any operational difficulties, disputes, issues or disagreements together through discussion. If necessary and appropriate, the Office of the City Administrative Officer may be contacted to assist in facilitating such discussions. For issues arising relating to the overall Program, the Union and the Office of the City Administrative Officer agree to meet to discuss to resolve such issues.

ARTICLE 22 REVIEW AND AMENDMENT OF THE PROGRAM

The parties recognize there may be a need for the periodic review and amendment to this Agreement. Any portion of this Program may be amended by mutual agreement of the Parties at any time. The party desiring an amendment shall submit written notification to the other party and the parties shall meet within thirty (30) days of such notice or on a date mutually agreed upon by the parties. Additionally, the parties may elect to create an ad hoc working group to address procedural processes and other issues, if needed.

ARTICLE 23 PROGRAM CANCELLATION

Either party to this Agreement may give sixty (60) days' written notice of its desire to cancel (notice to begin with the date of mailing or electronic delivery). If the cancellation occurs before funding payment is tendered by the City, the City will pay a pro-rated amount up to the date of the cancellation. Either Party to this agreement may terminate this Program with written notifications. Cancellation shall not be permitted by the parties while an Apprentice is currently participating in the Program.

ARTICLE 24 SEPARABILITY CLAUSE

If any part of this Agreement is in conflict or inconsistent with applicable provisions of Federal, State, local law, or the City Charter, or is otherwise held to be invalid or unenforceable by any court of competent jurisdiction, that part shall be suspended and superseded by such applicable law or such regulations and the remainder of this Agreement shall not be affected thereby.

LETTER OF AGREEMENT

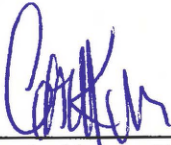
2018–2021 MEMORANDUM OF UNDERSTANDING NO. 9

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

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
I.U.O.E. Local 501

7/23/2019

Date

FOR THE CITY:



Richard H. Llewellyn, Jr.
City Administrative Officer

7/29/19

Date

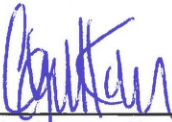
LETTER OF AGREEMENT

2018–2021 MEMORANDUM OF UNDERSTANDING NO. 9

ELECTRIC PUMPING PLANT OPERATOR

The parties agree that the Public Works Bureau of Sanitation Electric Pumping Plant Operator E.I.D. 104668 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 this employee identified herein. At such time as this employee vacates the current position (for any reason) this provision shall no longer be valid.

FOR THE UNION:



Gavin Koon, Business Representative
I.U.O.E. Local 501

7/23/2019
Date

FOR THE CITY:



Richard H. Llewellyn, Jr.
City Administrative Officer

7/29/19
Date

Approved as to Form and Legality:


Office of the City Attorney

7/28/19
Date

LETTER OF AGREEMENT

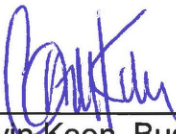
2018–2021 MEMORANDUM OF UNDERSTANDING NO. 9

WASTEWATER TREATMENT MECHANIC FLAT-RATE BONUS

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.

This letter confirms at Management's discretion, up to three (3) additional Wastewater Treatment Mechanics outside the qualifying group described above were appointed between July 1, 2015, and December 13, 2015, to perform senior-level functions and shall continue to receive the above bonus until a senior-level classification is established for Wastewater Treatment Mechanic.

FOR THE UNION:

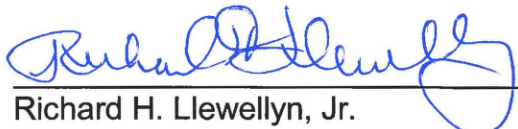


Gavin Koon, Business Representative
I.U.O.E. Local 501

7/23/2019

Date

FOR THE CITY:

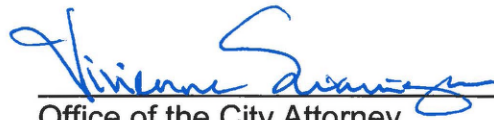


Richard H. Llewellyn, Jr.
City Administrative Officer

7/29/19

Date

Approved as to Form and Legality:



Office of the City Attorney

3/28/19

Date

LETTER OF AGREEMENT
BETWEEN THE COALITION OF LOS ANGELES CITY UNIONS
AND THE CITY OF LOS ANGELES

UNION ACCESS TO NEW EMPLOYEE ORIENTATIONS

A. PARTIES

This Agreement is made and entered into by and between the Coalition of Los Angeles City Unions (Unions) and the City of Los Angeles (City) for the following Memoranda of Understanding (MOU) for bargaining units 2, 3, 4, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 34, 36, 37, 63, and 64.

B. PURPOSE

The purpose of this Agreement is to establish a procedure for access to City new employee orientations by the exclusive representative of newly hired employees. This Agreement supersedes any MOU language or prior practice with regard to new employee orientations. Nothing in this Agreement is intended to delay, impede, or otherwise interfere with any City hiring process.

C. TERM

This Agreement has been executed by the parties on the day, month, and year written above and shall continue until such time as the parties cancel or negotiate otherwise.

D. AMENDMENTS, MODIFICATIONS, OR OTHER CHANGES

The parties recognize the need to update this Agreement as the City automates and centralizes its new employee orientation process and as changes in employer culture occur. In the event either the Unions or the City desire(s) to amend, modify, or make any other changes to this Agreement, that party shall submit to the other, written notice of its desire to meet and confer. Meet and confer sessions shall begin no later than thirty (30) calendar days following receipt of the written notice or another date mutually agreed upon by the parties. If the parties are unable to reach agreement within thirty (30) calendar days, the matter shall be subject to the provisions of California Government Code Section 3557.

E. ENFORCEABILITY

The parties mutually agree that the intent of this Agreement is to ensure compliance with the provisions of State law requiring an employer to provide the exclusive representative ten (10) calendar days' of notice and mandatory access

to the employer's new employee orientations. To that end, the parties agree to the following resolution for insufficient notice and a failure to provide union access.

If the City fails to provide sufficient notice to the Union(s), except where allowed under this Agreement, and/or fails to provide Union access to the City's new employee orientations, and/or fails to provide release time in accordance with the provisions of this Agreement:

1. The Union and employing department shall discuss and arrange a new date and time for Union access. The discussion between the Union and employing department shall occur no later than one (1) day following the initially scheduled new employee orientation.
2. The Union and employing department shall mutually agree to a make-up date for Union access. Union access to new employees shall be provided not more than five (5) business days from the initial new employee orientation date or some other date mutually agreed upon by the Union and employing department.
3. After mutual agreement on a make-up date, the employing department shall confirm in writing to the Union the new union access date, time, and location.
4. The employing department shall require the subject new hires to attend the Union's presentation on the make-up date.
5. If a dispute remains after implementation of this provision or for any other matters relating to this Agreement, the parties agree that they may advance a grievance directly to the step just prior to arbitration, and continue processing in accordance with the applicable MOU grievance and arbitration provisions.

F. DEFINITIONS

For purposes of this Agreement, the following terms shall have the following meanings:

Union or Exclusive Representative – A qualified employee organization or joint council of qualified organizations which has been certified by the Employee Relations Board as the majority representative of employees in an appropriate employee representation unit in accordance with the provisions of Los Angeles Employee Relations Ordinance Section 4.822.

New Hire – Any new employee who is new to each Union regardless of job status (e.g., full-time, part-time, temporary, etc.).

New Employee Orientation – The onboarding process of a newly hired City employee, whether in person, online, or through other means or mediums, in which employees are advised of their employment status, rights, benefits, duties and responsibilities, or any other employment-related matters.

G. UNION ACCESS TO NEW EMPLOYEE ORIENTATIONS

1. The City shall provide the Union access to new employee orientations:
 - a. within thirty (30) calendar days of placing a new hire on the City payroll; or,
 - b. within forty-five (45) business days of the physical start date of a new hire; or,
 - c. on some other date and time mutually agreed upon by the Union and employing department.
2. Attendance at a new employee orientation by all new hires shall be mandatory.

H. NOTICE OF NEW EMPLOYEE ORIENTATION

1. The City shall provide written notice of new employee orientations to the impacted Union(s) no less than ten (10) calendar days prior to the event, regardless of the number of employees. [A single new hire is sufficient to require notice to the Union(s).]
2. Shorter notice than ten (10) calendar days may be provided to the Union(s) by the City in instances where there is an urgent hiring need critical to City operations that was not reasonably foreseeable, and where an employing department is awaiting the results of pre-employment information upon which hiring is contingent. This provision shall not be construed to regularly permit notice of less than ten (10) calendar days.
3. The written notice shall contain the anticipated number of new hires, their job class code and title, work location, and bargaining unit number and the designated time for the Unions' presentation.

I. UNION PRESENTATION DURING NEW EMPLOYEE ORIENTATION

1. Representatives of the Union shall be permitted to make a presentation of not more than thirty (30) minutes, and to present written materials during this period.

2. If more than one Union is presenting during a new employee orientation, not more than a total of thirty (30) minutes will be permitted for the Unions to use collectively.
3. Management will continue its practices of the dissemination of Union information to each new employee in accordance with applicable MOU provision(s), and any additional Union materials may be provided by the Union during the presentation.
4. Management shall determine the appropriate segment of the orientation for the Union presentation.
5. Both Union and Management representatives shall not interfere with the presentation of the other and shall at all times conduct themselves in a professional manner avoiding and refraining from any conduct that would tend to disparage the other during any new employee orientations.

J. RELEASE TIME FOR UNION STEWARDS TO ATTEND NEW EMPLOYEE ORIENTATIONS

1. At the request of the Union, paid City time off (release time) shall be granted for a union steward of record to participate in the Union presentation segment of a new employee orientation. The release time shall be granted for a maximum of thirty (30) minutes, not including reasonable travel time, during those hours that coincide with the union steward's regular work shift. The same union steward of record shall participate in no more than two (2) new employee orientations per month unless the employing department holds more than two orientations per month or permits otherwise.
2. Only one (1) union steward of record per individual Union shall be released to participate in a new employee orientation. The union steward shall be an employee of the employing department for which the new employee orientation is provided unless the parties agree otherwise.
3. Permission to leave work shall be granted by the employing department unless the absence would cause an undue interruption of work. If permission cannot be granted, the employing department shall provide the Union an alternative presentation date and time that is not more than five (5) business days beyond the initial new employee orientation date. This date will be specifically reserved for Union presentation up to the time limits prescribed in this Agreement. All new hires present for the initial new employee orientation shall be notified of the special date and time of the Union presentation and shall be required to attend on City time.

4. Union stewards shall not receive overtime for participating in or performing activities associated with the union presentation segment of any new employee orientation.
5. The Union shall provide the CAO with a written list of a reasonable number of employees who have been designated Union Stewards and revised lists within thirty (30) calendar days of any changes in these designations. The union stewards must be members of the Union.

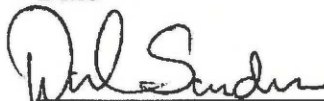
LETTER OF AGREEMENT
BETWEEN THE COALITION OF LOS ANGELES CITY UNIONS
AND THE CITY OF LOS ANGELES

UNION ACCESS TO NEW EMPLOYEE ORIENTATIONS

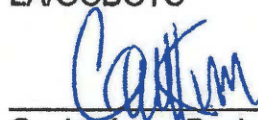
FOR THE COALITION:

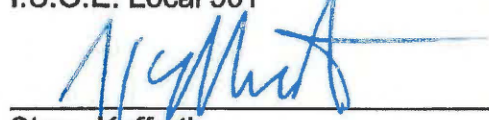

Victor M. Gordo
LIUNA Local 777

6/21/2019
Date


David Sanders
SEIU Local 721

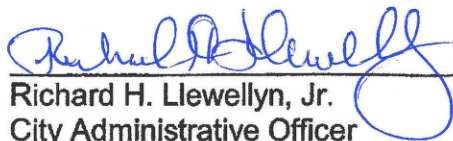

Chris Hannan, Council Representative
LA/OCBCTC


Gavin Koon, Business Representative
I.U.O.E. Local 501

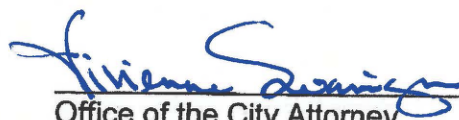

Steve Koffroth
AFSCME District Council 36


Carlos Rubio
Teamsters Local 911

FOR THE CITY:


Richard H. Llewellyn, Jr.
City Administrative Officer
7/2/19
Date

Approved as to Form and Legality:


Office of the City Attorney
7/26/19
Date

LETTER OF AGREEMENT
BETWEEN
THE COALITION OF LOS ANGELES CITY UNIONS
AND THE CITY OF LOS ANGELES

RELEASE TIME PILOT PROGRAM

The City of Los Angeles has determined there are specific Union activities that confer a public benefit for which bargaining unit members (Released Employees) of the Coalition of Los Angeles City Unions (Coalition) should be released from their official duties (City work) in order to perform the specific Union activities. The Coalition agrees to ensure performance, supervise, and manage the activities of the Released Employees. Full-Time and Part-Time employees shall be eligible to be designated as a Released Employee.

The parties agree that during the term of the 2018-2021 MOU, a reasonable number of bargaining unit members shall be designated by individual Coalition Unions for the purpose of directly communicating, sharing, and collecting information from all bargaining unit members. Furthermore, as a means of controlling administrative and litigation costs associated with employee matters in a large and complex City, and with the goal of resolving matters at the earliest possible stage, Released Employees will assist bargaining unit employees, the Union, and Management during the following processes and procedures:

1. Union approved work-site meetings of the bargaining unit membership.
2. Membership meetings in order to assist with communicating issue(s) relevant to the work-force.

Reporting and Accountability of Released Employee Time

In order to ensure the City maintains control over public resources, a designee of each Coalition Union will notify Management in advance in writing of the need to release an employee and confirm the employee has been released. The Union shall provide advance notice no less than 48 hours prior to the commencement of union release time.

Each Coalition Union shall designate employees and notify Management in advance in writing when a Released Employee is designated by the Union. The designated employees shall be released for only the time necessary to bring about the efficient outcome(s) contemplated in this Agreement and/or identified going forward. Permission to leave official duties (City work assignment) will be granted unless the absence would cause an undue interruption of work. If such permission cannot be granted promptly, the Union will be informed when time can be made available. Release of an employee shall not be unreasonably withheld.

The payroll code "UB" shall be entered for all release time used under this Program. No employee shall be paid overtime or accrue Compensated Time Off (CTO) while released under this Program.

Bank of Hours

Each Union shall be afforded a bank of hours equaling two (2) hours for each full-time bargaining unit member and one (1) hour for each part-time bargaining unit member.

The total number of calculated release time hours for each Union in accordance with this Agreement is as follows:

Union	Total Hours/ Calendar Year
AFSCME	15,566
SEIU	20,351
LIUNA	1,656
Building Trades	2,216
IUOE	582
Teamsters	360

The bank of hours shall reset July 1st of each year and not carryover or be shared between Unions. Unused hours shall be deemed waived and lost. This provision shall remain in full-force and effect during the term of this MOU.

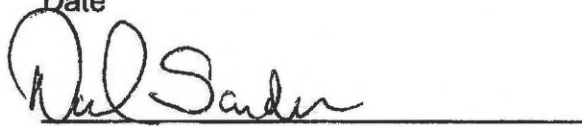
LETTER OF AGREEMENT
BETWEEN
THE COALITION OF LOS ANGELES CITY UNIONS
AND THE CITY OF LOS ANGELES

RELEASE TIME PILOT PROGRAM

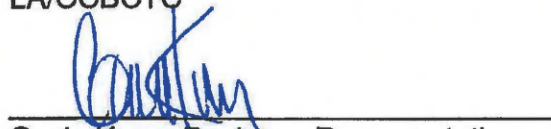
FOR THE COALITION:


Victor M. Gordo
LIUNA Local 777

6/21/2019
Date


David Sanders
SEIU Local 721

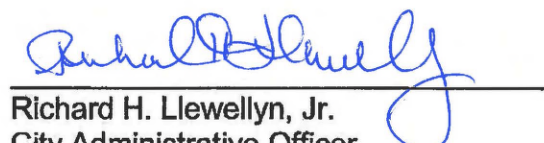

Chris Hannan, Council Representative
LA/OCBCTC


Gavin Koon, Business Representative
I.U.O.E. Local 501


Steve Koffroth
AFSCME District Council 36

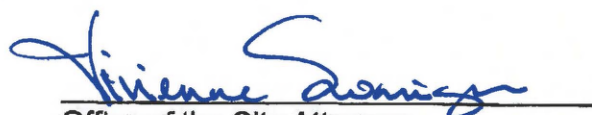

Carlos Rubio
Teamsters Local 911

FOR THE CITY:


Richard H. Llewellyn, Jr.
City Administrative Officer

7/26/19
Date

Approved as to Form and Legality:


Office of the City Attorney

7/26/19
Date

LETTER OF AGREEMENT

2018–2021 MEMORANDUM OF UNDERSTANDING NO. 9

ADDITIONAL ITEMS

The parties agree additional issues during negotiations require continued meetings in order to reach resolution. The Union and CAO will meet to resolve the following items that may result in an amendment to the MOU, a side letter between the parties, or some other resolution:

1. Sanitation – New Side Letter regarding potential new water license requirements for Wastewater Operators
2. Electric Pump Operator – Current Side Letter – Regarding change to current dollar amount
3. Workplace Seniority
4. Specific MOU definition(s) and language items
5. Discussion with Sanitation regarding Senior Classifications
6. Discussion regarding modified language to Salary Note 11b for equity
7. Compensated Time Off
8. Discussion of compensation for the following two supervisory classifications: Wastewater Treatment Mechanic Supervisor, Class Code 5617-0 and Mechanical Repair Supervisor, Class Code 3795-0

The parties shall begin meeting no later than 30 days following City Council adoption of this MOU.

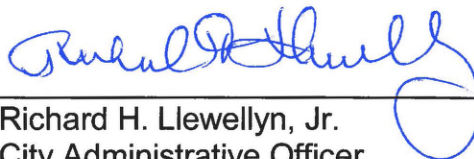
FOR THE UNION:



Gavin Koon, Business Representative
I.U.O.E. Local 501

7/23/2019
Date

FOR THE CITY:



Richard H. Llewellyn, Jr.
City Administrative Officer

7/29/19
Date