

**MEMORANDUM OF UNDERSTANDING
FOR JOINT SUBMISSION TO THE CITY COUNCIL
REGARDING THE SAFETY/SECURITY REPRESENTATION UNIT
(MOU #18)**

This

MEMORANDUM OF UNDERSTANDING

made and entered into this 29th day of July, 2019.

BY AND BETWEEN THE

CITY OF LOS ANGELES

AND THE

SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 721

July 1, 2018 – June 30, 2021

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ARTICLE 1.0 GENERAL PROVISIONS

ARTICLE 1.1 RECOGNITION

- A. Pursuant to the provisions of the Employee Relations Ordinance of the City of Los Angeles (City) and applicable State law, Local 347, Service Employees International Union, AFL-CIO, was certified on September 6, 1972, by the Employee Relations Board (ERB) as the majority representative of City employees in the Safety/Security Representation Unit (Unit) previously found to be appropriate by the ERB.
- B. On January 2, 2007, units formerly represented by Local 347, Service Employees International Union, AFL-CIO, were reorganized and recognized as Service Employees International Union, Local 721 (SEIU 721 or Union).
- C. Therefore, the City hereby recognizes SEIU Local 721 as the exclusive representative of the employees in this Unit, in accordance with the provisions of Los Angeles Administrative Code (LAAC) Section 4.822.
- D. The term "employee" as used herein, shall refer only to employees employed by the City in the classifications listed in the Appendices herein, as well as such classifications that may be added hereafter by the ERB.

ARTICLE 1.2 PARTIES TO MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU) is entered into on July 29, 2019, between the City Administrative Officer (CAO), as the authorized management representative of the Los Angeles City Council (City Council), City departments, bureaus and divisions (Management), and authorized representatives of SEIU Local 721 as the exclusive recognized employee organization for the Unit.

ARTICLE 1.3 IMPLEMENTATION OF MOU

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

- A. The Union has notified the 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.
- C. The Los Angeles City Council ("City Council") has: approved this MOU in its entirety; amended applicable provisions of the LAAC; amended departmental personnel ordinances and applicable codes; and, appropriated the funds necessary to implement those provisions which require funding.

ARTICLE 1.4 OBLIGATION TO SUPPORT

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

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 1.3, Implementation of MOU, 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 this 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.
- 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

If the Union or Management of the City desires a successor MOU, said party shall serve upon the other party a notice of intent to bargain no earlier than ninety (90) days prior to the expiration of this MOU and no later than the expiration date of this MOU. Meet and confer sessions shall begin no later than thirty (30) calendar days following the notice of intent to bargain, the timeline of which may be altered by mutual consent.

ARTICLE 1.7 AMENDMENT OF MOU TO INCLUDE NEW CLASSES

Effective upon the vote by the ERB to accrete a class or bargaining unit into the Coalition of Los Angeles City Unions (Coalition Union), the salary range(s) of the newly accreted class/unit shall be adjusted to the salary range consistent with the step structure provided for in the relevant Coalition Union MOU and all other applicable benefits and provisions of the MOU shall be provided to members of the newly accreted class/unit as contained in the relevant Coalition MOU for all other represented members.

ARTICLE 1.8 NONDISCRIMINATION

The parties mutually reaffirm their respective policies of nondiscrimination in the treatment of any employee because of race, ethnicity, religion, creed, color, sex, sexual orientation, LGBTQ+ status, gender identity, genetic information, marital status, age, disability, Association activity, national origin, ancestry, military or veteran status, political beliefs, or any other protected class per California Fair Employment and Housing Act (FEHA).

ARTICLE 1.9 FULL UNDERSTANDING

- A. This MOU sets forth the full and entire understanding of the parties regarding the matters set forth herein, and any other prior or existing understandings or agreements by the parties, whether formal or informal, regarding any such matters are hereby superseded or terminated in their entirety.
- B. Except as specifically provided for herein, the parties to this MOU, voluntarily and unequivocally waive their respective rights to meet and confer in good faith during the term of this MOU, with respect to any subject or matter covered herein, or with respect to any other matters within the scope of the meet and confer in good faith process. However, this Article shall not be deemed to preclude mutually agreed upon meet and confer in good faith sessions for the purpose of altering, waiving, modifying, or amending this MOU.

Notwithstanding the foregoing:

- C. No alteration, variation, waiver, modification or amendment of any of the Articles, terms or provisions requiring approval of the 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 1.3, Implementation of MOU.
- D. The waiver of any breach, term or condition of this MOU by any party to this MOU shall not constitute a precedent in the future enforcement of all its articles, terms and provisions.

ARTICLE 1.10 PROVISIONS OF LAW AND SEPARABILITY

This MOU is subject to all applicable Federal and State laws, the City Charter, City ordinances, and any lawful rules and regulations enacted by the Civil Service Commission, the ERB, or similar independent commissions of the City. If any article, part, or provision of this MOU is in conflict or inconsistent with such 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, the parties agree to meet promptly to expeditiously renegotiate the affected article, part, or provision and the remainder of this MOU shall not be affected thereby.

ARTICLE 1.11 NO STRIKE – NO LOCKOUT

- A. In consideration of the mutual desire of the parties to promote and ensure harmonious relations and in consideration of a mutual pledge of accord, the City agrees that there shall be no lockout or the equivalent of the members of the Union, and the Union and its members agree that there shall be no strike or other concerted action resulting in the withholding of service by the members during the term of this MOU. In the event of a work action by its members, the Union shall make concerted and reasonable efforts to ensure the return of its members to work. Failure by the Union to act or failure of the Union's actions to secure the return of striking employees shall constitute sufficient cause for the City to take whatever corrective action it deems appropriate.
- B. The curtailing of operations by the City in whole or in part for operational or economic reasons shall not be construed as a lockout.
- C. The provisions of this Article shall not detract in any way from any restrictions imposed by law on strikes and other types of work stoppages by public employees.

ARTICLE 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/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 UNION SECURITY

Management will disseminate to each new employee a booklet and printed card, supplied to each department by the Union and approved by Management prior to dissemination, containing the following information only:

- A. Your classification is included in the Safety/Security Representation Unit.
- B. SEIU 721, is the only organization certified to meet and confer with Management on matters pertaining to your wages, hours of work, employee benefits and other terms and conditions of employment, and is the exclusive recognized employee organization for all employees in the Safety/Security Representation Unit.
- C. If you want additional information, you may contact SEIU 721 during off duty hours at 1545 Wilshire Boulevard, Los Angeles, California 90017, telephone (213) 368-8660.

ARTICLE 2.3 PAYROLL DEDUCTION AND DUES

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

A. DUES

1.
 - a. Payroll deductions as may be properly requested and lawfully permitted will be deducted by the Controller biweekly, in twenty-four (24) increments annually from the salary of each employee in the Unit where the Association identifies in writing to the Controller those individuals from whom Union-related deduction(s) should be lawfully taken. Said payroll deductions shall not be assessed in any biweekly pay period in which the affected employee is not paid a minimum of twenty (20) hours. Such amounts shall be determined by the Union and implemented by Management in the first payroll period which starts thirty (30) calendar days after written notice of the new amount from the Union is received by the Controller.
 - b. Employees who are members of the Union who previously elected to make union membership deductions prior to (1) starting an unpaid leave of absence, or (2) otherwise going on inactive status due to lack of scheduled hours, shall be reinstated as Union members with the automatic voluntary dues deductions 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 Association will not be accepted by the Controller. For the purpose of this provision, "qualified organization" means any organization of employees whose responsibility or goal is to represent employees in the City's meet and confer process.
3. Any employees in this Unit who have authorized Union dues deductions with the Union on the effective date of this MOU, or at any time subsequent to the effective date of this MOU, shall continue to have such dues deductions made by the City during the term of this MOU. Under current California law, the City has no input or control over the procedure for termination of union dues taken as payroll deductions from employees subject to this MOU, nor any legal ability to stop such deductions without the specific authorization of the Union. All procedures for termination of dues deductions outlined in this subsection are, therefore, the Union statement of its unilateral dues termination procedures; the City's sole obligation is to process such dues cancellations received from the Union pursuant to this subsection, subject to any future court decisions applicable to dues termination procedures. Any employee in the Unit may terminate such Union dues during the first full payroll period that begins the period commencing ninety (90) days before the employee's anniversary date in the final year of the MOU or as disseminated by the Union by notifying the Union of their termination of Union dues deduction. Such notification shall be in

the form of a letter containing the following information: employee name, employee ID number, job classification, department name, and name of the Union from which dues deductions are to be cancelled. The Union will provide the City the appropriate documentation to process these membership dues cancellations within ten (10) business days after the close of the withdrawal period. Employees with any questions relating to union membership dues shall direct those questions to the Union.

B. MANAGEMENT RESPONSIBILITIES

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

C. UNION RESPONSIBILITIES

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

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

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

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

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

ARTICLE 2.4 WORK ACCESS

- A. A Union Staff Representative, with the prior approval of Management, shall be admitted to City facilities or work sites during working hours to assist Unit employees in adjusting their grievances, or to investigate complaints concerning working conditions.

If access cannot be permitted at the time requested, the Union Staff Representative will be given the date and time when such access will be permitted. It is mutually understood that only the minimum amount of time necessary to handle complaints or grievances will be utilized by the Union Staff Representative.

- B. A Union Staff Representative may also be admitted to City facilities or work sites, at reasonable intervals, for the purpose of communicating with Unit members who are off duty. Such communications shall be limited to an exchange of information concerning the lawful and legitimate activities of the Union and/or its membership. Authorization to make such visits shall be obtained by contacting either the person that has been designated by Management to grant access to a specific City facility or work site, or the Management Representative of the department, office or bureau affected.
- C. The Union shall provide Management with a list of its Union Staff Representatives. Management will provide the Union with a list of persons designated to grant access to specific City facilities or work locations.
- D. The provisions of this Article shall not be deemed to be a limitation on the authority of Management to deny access to facilities or work sites designated "security" or "confidential."

ARTICLE 2.5 USE OF CITY FACILITIES

- A. City facilities may be used by the Union with the prior approval of Management for the purpose of holding meetings to the extent that such facilities can be made available, and to the extent that the use of a facility will not interfere with departmental operations. Participating employees will attend said meetings on their own time.
- B. It is understood that if the use of a facility requires a fee for rental or special set-up, security, and/or cleanup service, Union will provide or assume the cost of such service(s) or facility.

ARTICLE 2.6 BULLETIN BOARDS

- A. Each department agrees to provide a bulletin board or reasonable space at each work location which may be used by 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. Notices of official Union business.
 - 5. Any other communication which has received the prior approval of the Departmental Management Representative.
- B. It is agreed that copies of communications listed in 1 through 4 will be provided to the designated representative of Management at the time of posting.
- C. It is further agreed that all communications to be posted, other than 1 through 4 above, shall be submitted for approval to the designated representative of Management twenty four (24) hours before posting.
- D. It is further agreed that the Union shall place a removal date on all communications to be posted.

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.

ARTICLE 2.7 ACTIONS BY EMPLOYEE RELATIONS BOARD

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

ARTICLE 2.8 EMPLOYEE RELATIONS

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.

ARTICLE 2.9 POLITICAL ACTION COMMITTEE

- A. The Controller shall deduct fifty cents (\$.50) per pay period from the salary to be paid to each Union member, identified on a list prepared and submitted by the Union, as a contribution to the Local 721 Political Action Committee (PAC). Union members may voluntarily contribute an amount greater than fifty cents (\$.50) per pay period to the PAC provided the Union provides the Controller timely notice of the members' names and the additional amount they wish to contribute on a per pay period basis. Such contribution is to be deducted from twenty-four (24) biweekly payroll checks annually.
- B. Remittance of the amount of the PAC deductions shall be sent to the Union by the Controller within thirty (30) working days after the end of the month in which such deductions are made.
- C. A fee of nine cents (\$.09) per deduction shall be assessed by the Controller for the processing of each PAC deduction taken. The Controller will deduct the aggregate amount of such fees on a biweekly basis.
- D. Neither an employee nor the Union shall have any claim against the City for a PAC deduction made or not made, as the case may be, unless a claim of error is presented to the Controller in writing within thirty (30) calendar days after the date such deduction was or should have been made.
- E. The Union indemnifies the City, its officers (present and former), and its employees (present and former) for, and holds them harmless against, any liability or expense (including without limitation any judgment, reasonable attorney's fees, and costs of suit) arising out of the adoption or implementation of this article.

ARTICLE 2.10 CONTRACTING OF UNIT WORK

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

- A. No Unit employee shall be laid off, demoted or suffer loss of pay or benefits as a result of the contracting of Unit work.

- B. If any employee subject to the provisions herein is displaced as a result of contracting, he/she shall be retained in a position within a classification represented by the Union.
- C. Notwithstanding any provision of this MOU to the contrary and excluding the provisions of 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. Union may request to meet and discuss such proposed contracts within fifteen (15) calendar days following notice as indicated in subsection (1) above. Failure by the Union to request such meeting(s) within the prescribed fifteen calendar days shall constitute a waiver of the Union's right to continue this process.
 - 3. Meeting(s), if requested, shall begin within five (5) working days following notice to the City by the Union of its desire to discuss the proposed contract(s).
 - 4. If the parties cannot reach agreement through the meet-and-discuss process, the Union may request expedited advisory arbitration within five (5) working days following the last meet-and-discuss session. Failure by the Union to request arbitration within the specified five days shall constitute a waiver of the Union's right to continue in this process. The parties will attempt to establish a mutually agreeable, expedited process for selecting arbitrators. Absent any such agreement, arbitrators will be selected in accordance with Rules 11.03 and 11.04 of the ERB.
 - 5. The parties agree that for contracts with a value of less than \$1 million the hearing and issuance of the advisory decision by the arbitrator shall be concluded within thirty (30) calendar days following request for arbitration; and within ninety (90) calendar days for contracts of \$1 million or more.

6. The arbitrator's advisory decision and recommendation shall be transmitted to the appropriate determining body simultaneously with the proposed contract.
 7. The time limits in this process may be extended only by the mutual, written agreement of the parties.
 8. The expedited arbitration process herein shall be informal. Court reporters shall not be used; rules of evidence shall be informal; the production of witnesses and documentary evidence shall be at the discretion of each party; the arbitrator's notes, exhibits (if any), and the written advisory decision and recommendation shall constitute the record of the proceedings; post hearing briefs shall not be required or submitted.
 9. Arbitration fees shall be shared equally by the Union and the City.
- F.
1. Disputes over the practical consequences of the contracting of Unit work, other than those occurring under paragraphs 4 and 5 above, shall be resolved in accordance with the provisions of Article 3.1, Grievance Procedure, and shall not delay the implementation of the contract if all other provisions of this article have been met.
 2. The parties agree that the review of "practical consequence" grievances shall begin with the first formal level of review of the grievance procedure and that said grievances shall be subject to advisory arbitration, except as provided in the Arbitration step of the 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 3.0 GRIEVANCE

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 Unit employees. 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.
- D. Assignment and scheduling of hours and personnel for intermittent and half-time employees, unless said assignment or scheduling is in violation of the departmental working rules or this MOU.
- E. Employee Comment Sheet (Comment Card) – LAPD

Employee Comment Sheets (Comment Cards) are used to document positive and negative conduct or incidents. Employee Comment Sheets (Comment Cards) are not considered disciplinary in nature. It is mutually agreed that in the Los Angeles Police Department an "Employee Comment Sheet" (Comment Card) is not grievable or arbitrable. An employee may use an Employee's Report, Form 15.7, to make a written response to the Employee Comment Sheet (Comment Card) within 30 days after it is served.

GENERAL PROVISIONS

A. BINDING ELECTION OF PROCEDURE

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

B. GRIEVANCE PROCESS RIGHTS

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

C. TIME, TIME LIMITS AND WAIVERS

"Business days" shall be defined as Monday through Friday, exclusive of City Holidays, as enumerated in Article 6.3, Holidays and Holiday Pay.

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

D. MEDIATION

1. At any step following the Informal Discussion in the grievance process, the Union or Management may request mediation, by letter to the department's personnel officer 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, the Union and Management may jointly agree to a mediator selected by the Executive Director of the ERB. The fees of such mediator shall be shared equally by Union and Management.
2. The primary effort of the mediator shall be to assist the parties in settling the grievance in a mutually satisfactory fashion. The mediation procedure shall be informal, i.e., court reporters shall not be allowed, the rules of evidence shall not apply, and no formal record shall be made. The mediator shall determine whether witnesses are necessary in the conduct of the proceedings.

3. If settlement is not possible, the mediator may be requested to provide the parties with an immediate oral opinion as to how the grievance would be decided if it went to arbitration. Such opinion shall be advisory only. Upon mutual agreement of the parties, the mediator may be requested to furnish such opinion in writing, along with a brief statement of the reasons for the opinion. Such opinion shall not be used during any subsequent arbitration.
4. Notwithstanding the above, and ERO Section 4.865, the parties may mutually agree to accept the opinion of the mediator as binding.
5. If mediation does not resolve the issue, the grievant has ten (10) business days to file an appeal to the next level in the procedure.

E. EXPEDITED ISSUES

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

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

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

GRIEVANCE PROCESS

STEP 1 ISSUE IDENTIFICATION AND INFORMAL DISCUSSION

- A. The employee shall discuss the issue with the immediate supervisor on an informal basis to identify and attempt resolution of the employee's issue within ten (10) business days following the day the issue arose. The employee shall have the affirmative responsibility to inform the supervisor that the issue is being raised pursuant to this grievance procedure.
- B. The immediate supervisor shall meet with the employee, secure clarification of the issue, consider the employee's proposed solution, and discuss possible alternative solutions and/or other administrative remedies. If the issue is not resolved at this step, the immediate supervisor shall inform the department's personnel office, and the personnel director shall inform the union of the grievance. The immediate supervisor shall respond verbally within ten (10) business days following the meeting with the employee. Failure of the supervisor to respond within the time limit shall entitle the employee to process the issue to the next step.

STEP 2 GRIEVANCE INITIATION (FORMAL)

- A. If the issue is not resolved at Step 1, or jointly referred to another administrative procedure for resolution, the employee may, within ten (10) business days of receiving the response from the immediate supervisor, serve a grievance initiation form with the immediate supervisor (or another member of Management if the immediate supervisor is not available within the ten day filing period), who will accept it on behalf of Management and immediately forward it to the next level manager above the immediate supervisor who is not in the same bargaining unit as the employee.
- B. The manager, or appropriate designee, shall meet with the employee within ten (10) business days of the date of service of the grievance form at this Step to discuss the facts and solicit information on possible solutions or other appropriate administrative procedures. The manager will provide a written response to the employee within ten (10) business days of meeting with the employee. Failure of management to respond within the time limit shall entitle the grievant to process the grievance to the next step.

STEP 3 GRIEVANCE APPEAL

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

Los Angeles Police Department only:

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

STEP 4 ARBITRATION

- A. If the written response at Step 3, or mediation, does not settle the grievance, or Management fails to provide a written response within thirty (20) business days of the Step 3 meeting, the Union may elect to serve a written request for arbitration

with the ERB. A copy of this notice shall be served upon the department's personnel officer. The request for arbitration must be filed with the ERB within twenty (20) business days following (a) the date of service of the written response of the General Manager/Commission or the designee, or (b) the last day of the response period provided for in Step 3. Failure of the Union to serve a written request for arbitration with the ERB within said period shall constitute a waiver of the grievance.

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

PROCEDURE FOR GRIEVANCES AFFECTING A GROUP OF EMPLOYEES

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

- A. The Union shall file the grievance in writing with the General Manager, or designee, of the affected department within twenty (20) business days following the day the issue arose. To the extent possible, the filing shall include the issue of the

grievance, proposed solution(s), the names of the employees impacted by the issue, and the specific facts pertaining to each grievant. All employees participating in the grievance must waive their respective rights to file an individual grievance on the same issue by completing an individual grievance waiver form prior to the meeting with the General Manager.

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

Los Angeles Police Department only:

If the grievance is not resolved at Step 1, or the Chief of Police, or designee, fails to respond within the time limit, the Union may process the grievance to the next level. The Union may serve written notice of the grievance to the Police Commission, or designee, within ten (10) business days following (a) receipt of the written response at Step 1, or (b) the last day of the response period provided for in Step 1. Failure of the Union to serve such notice shall constitute a waiver of the grievance. The grievance shall be heard by the Commission, or designee, within ten (10) business days of the receipt of the appeal, and a written decision shall be rendered within thirty (30) business days from the date of meeting with the Union.

STEP 2 GROUP GRIEVANCE APPEAL

If the grievance is not settled at Step 1, or 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 or other union representative 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 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 his/her steward may have a reasonable amount of paid time off for the above-listed activities. However, a steward will receive paid time off only if he/she is the representative of record; is a member of the same Union as the employee; is employed by the same department, office or bureau; and, is employed within a reasonable distance from the work location of the employee.
 3. If a steward must leave his/her work location to represent an employee, he/she shall first obtain permission from his/her supervisor on a form provided for such purpose. Permission to leave will be granted unless such absence would cause an undue interruption of work. If such permission cannot be granted promptly, the steward will be informed when time can be made available. Such time will not be more than forty-eight (48) hours after the time of the steward's request, 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 time limits provided in the grievance procedure herein, equal to the amount of the delay.
 4. Before leaving his/her work location, the steward shall 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 requested meeting.
 5. Time spent on grievances, or the pre-disciplinary representation activities described above, outside of regular working hours of the employee or his/her steward shall not be counted as work time 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. 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.

3. 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.
4. As is practicable, grievances will be heard by Certified Supervisors.

ARTICLE 4.0 ON THE JOB

ARTICLE 4.1 SAFETY

- A.
 1. Safety clothing and devices currently provided by Management shall continue to be provided, as long as the need exists; the Union will encourage all members of the Unit to utilize said safety clothing and devices to the fullest extent possible.
 2. Safety gloves are a safety necessity in the work of Detention Officers and the City shall provide a quality of glove that protects the health and safety of all its employees who are responsible for and come into contact with detainees. Disputes regarding safety glove quality shall be resolved between a committee consisting of the employing department, the Union, the Personnel Department and a representative of the CAO's Employee Relations Division.
- B. Management shall provide safe working conditions. Union will encourage all members in the Unit to perform their work in a safe manner. Each employee should be alert to unsafe practices, equipment and conditions, and should report any hazardous condition promptly to his immediate supervisor. Said supervisor should:
 1. Correct or eliminate the hazardous condition if correction or elimination thereof is within the authority and capability of the supervisor; or
 2. Safeguard a hazardous condition in such a manner as to preclude injury to personnel and/or property damage, and promptly report the nature and location of the hazardous condition to the next level of supervision designated by departmental management for said purpose, if elimination of the hazardous condition is not within the immediate supervisor's capability.
 3. If elimination of the hazardous condition is not within the capability of the second level of supervision to correct, he shall promptly report the problem to the next designated level of supervision or inform the Departmental Safety Coordinator about the problem.
- C. If the procedures for handling a reported hazardous condition are not initiated, or if initiated, fail to affect a satisfactory solution of the problem within a reasonable time, the employee or his representative may call the City Occupational Safety Office and report such hazard.

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

ARTICLE 4.2 PERSONNEL FOLDERS

- A. An employee shall be entitled to review the contents of his official departmental personnel folder at reasonable intervals, upon request, during hours when the personnel office is normally open for business. Such review shall not interfere with the normal business of the department, office or bureau.
- B. No disciplinary document shall be placed in an employee's official departmental personnel folder without providing said employee with a copy thereof; however, the Police Department may in lieu thereof notify the employee that such a document has been placed in the employee's folder and that it is available for review. It is mutually understood that this provision shall not apply to documents placed in said folder prior to August 20, 1975.
- C. A "Notice to Correct Deficiencies" may be sealed upon the request of an affected employee if he/she has not been involved in any subsequent incidents that resulted in written corrective counseling or other management action for a period of four (4) years from the date the most recent notice was issued or management action taken; however, it is mutually understood that a "Notice to Correct Deficiencies" is not considered a form of discipline by the Police Department and a copy is not placed in the departmental personnel folder; therefore, the Police Department is excluded from the provisions of this paragraph.

Any documents sealed pursuant to the above paragraph shall be available upon subpoena or other appropriate legal request.

ARTICLE 4.3 REST PERIODS

- A. Each employee shall be granted a minimum of fifteen (15) minutes rest period in each four (4) hour period; provided, however, that no such rest period shall be taken during the first or last hour of any employee's working day nor in excess of fifteen (15) minutes without express consent of the designated supervisor.
- B. Management reserves the right to suspend the rest period or any portion thereof during an emergency. Any rest period so suspended or not taken at the time permitted shall not be accumulated or carried over from one day to any subsequent day, or compensated for in any form.

ARTICLE 4.4 PERFORMANCE EVALUATIONS

- A. The supervisor who signs an employee's performance evaluation shall have been in a position to review the employee's work for a reasonable period of time during the evaluation period and during the same time frame having been directly involved

with the employee in the daily work assignments that the employee is to be evaluated on. If the employee has worked under more than one supervisor for a significant period of time during an evaluation period, the rating shall reflect the opinion of each such supervisor.

- B. A performance evaluation shall not include a substandard rating, i.e., "Improvement Needed" and "Unsatisfactory," that had not been previously communicated to the employee and documented during the rating period in question, including specific and job-related underlying reasons for the alleged performance gap and recommended action to make the needed improvement.
- C. A performance evaluation that has been appealed or grieved shall not be placed in an employee's personnel file until it has been determined whether the evaluation will be changed.

ARTICLE 4.5 CREDIT FOR TRAINING

- A. Whenever Management approves, an employee may be permitted to assume tasks which are outside the scope of the normal duties of his/her position, for the purpose of gaining experience in the performance of duties in higher level positions or learning to operate such City equipment as is used by his/her department in order to gain work experience on such job or equipment. A qualified person shall be designated and shall be available to instruct and supervise the employee in the performance of such tasks or in the safe and proper operation of said equipment. Any dispute concerning the person's qualifications to instruct and supervise shall be decided by the employee's Departmental Management Representative.
- B. If the employee requests:
 - 1. The employee and his/her supervisor will jointly log the successful performance of such tasks on a form provided by Management. The form will be kept updated; and,
 - 2. The employee's department will provide confirmation of such performance on a form titled "Verification of Work Experience" (Personnel Department form PD 21R #11-74), so that it may be utilized by the employee whenever such verification is required to establish eligibility to take an examination.

ARTICLE 4.6 PART-TIME EMPLOYMENT

SECTION I – EMPLOYMENT

Notwithstanding the provisions of LAAC Section 4.110, the following provisions shall apply to part-time employees covered by this MOU.

- A. Except as provided in LAAC Section 4.117 and/or any Departmental Personnel Ordinance to the contrary, a work schedule of less than the number of hours of full-time employment shall be considered part-time employment. The following categories of part-time employment are hereby defined and shall be controlling for purposes of this Article:
1. Half-time: Half-time employees are those who are regularly assigned to a work schedule of one thousand and forty (1,040) hours or more in a calendar year, but less than full-time. Compensation shall be prorated on the basis of the total number of hours of work in relation to the total number of hours required for full-time employment. Benefits provided in this MOU for half-time employees also shall apply on a prorated basis, as defined.
 2. Intermittent: Intermittent employees are those who are assigned to a regular or on-call work schedule of less than the number of working hours required for half-time employment (less than 1,040 hours) in a calendar year. The hourly rates provided in the Appendices to this MOU shall be considered full compensation for intermittent employees. Employees who concurrently hold more than one intermittent position still shall be considered intermittent, as herein defined, irrespective of the total number of hours scheduled.
- B. Intermittent and half-time employees shall receive Compensated Personal Time Off (CPTO) that may be accumulated for up to a maximum of forty-eight (48) hours. Any time accumulated in excess of such amount shall be deemed waived and lost.
1. Intermittent employees with accrued CPTO hours and/or paid 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, paid sick leave, or any combination of such unused time and shall be eligible immediately as a full-time or half-time employee to accrue and use sick leave at the appropriate rate.
 2. The City shall not provide compensation to an intermittent employee for accrued or unused sick days upon termination, resignation, retirement, or other separation from employment.
- C. Part-time employees shall be notified of their status as half-time or intermittent at the time of hire. Half-time employees shall be notified of their eligibility for prorated benefits.
- D. Intermittent and half-time employees must request permission from their primary employing department to hold more than one position concurrently. Employees must designate a primary employing department in writing with their primary and secondary employing departments and with the Controller's Office. Temporary Elections workers are exempt from this requirement.

1. If an employee fails to designate a primary employing department the Controller's Office will designate the first department to hire the employee as the primary employing department.
 2. Employees may change their designated primary department during the Open Enrollment period of October 1-31.
 3. If an employee changes departments outside the Open Enrollment period, the Controller's Office will designate the first department to hire the employee as the primary employing department, unless the employee notifies the Controller's Office otherwise within thirty (30) calendar days of the effective date of the change.
 4. Employees who hold concurrent positions shall request permission to continue to do so within sixty (60) days of the adoption of this MOU by City Council.
- E. Intermittent employees, except those employees who were hired before February 1, 1990, who continue to accrue vacation hours shall be eligible to accrue CPTO at the rate of 2.75 minutes for every hour compensated. Employees must complete a period of six (6) consecutive months of City service and must have been compensated for at least five hundred (500) hours before qualifying to use CPTO. This benefit may be used in no less than one-half hour increments for the following:
1. Urgent personal business, subject to approval of the supervisor;
 2. Holidays, upon the request of the employee. The holiday must fall on the employees' regularly assigned schedule, and the employees must not be required to work on that holiday. If the qualifying employees choose not to use compensated personal time off for the holiday, the employees may be allowed, subject to approval of the supervisor, to adjust their work schedules and make up the time in full not later than the next succeeding payroll period.
 3. There shall be no payment of any form for unused CPTO upon separation from City service for any reason.
 4. Employees who hold more than one intermittent position concurrently shall be eligible to accrue CPTO in only one position in their primary employing department.
 5. Employees who are receiving benefits as a full-time or half-time employee in another department or capacity, or are a retired member of Los Angeles City Employees' Retirement Systems (LACERS), shall not be eligible to receive CPTO benefits as an intermittent employee.

6. Notwithstanding paragraph 2 above, an employee hired on an intermittent basis who, following two consecutive years of City service, has been compensated for 1,000 or more hours during each of the two (2) consecutive service years shall be considered a half-time employee and become entitled to qualify for prorated benefits provided to half-time employees. 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.
7. Upon designation as half-time under these circumstances, such employees shall be allowed to carry over into the 100% sick leave bank up to a maximum of forty-eight (48) hours of unused CPTO. Any unused personal time in excess of forty-eight (48) hours shall be deemed waived and lost.

Such employees shall immediately begin accruing vacation and sick leave, and become eligible to use vacation, sick leave and holiday benefits at the appropriate prorated rate. Their anniversary date shall be based upon the date they are designated as half-time employees. No such benefits shall be provided retroactively. This paragraph shall not preclude an appointing authority from changing an intermittent employee's status to half-time anytime following appointment.

8. Upon designation to half-time status, part-time employees shall continue to be eligible to use accrued CPTO until they receive the annual vacation credit. When they receive the annual vacation credit, a maximum of forty-eight (48) hours of unused CPTO shall be carried over into the 100% sick leave bank. Employees shall be eligible to use vacation time one year after they have been designated as half-time. Any unused CPTO in excess of forty-eight (48) hours shall be deemed waived and lost.
9. Half-time employees who immediately prior to such appointment were intermittent status, and who completed six consecutive months of City service and were compensated for less than 2,000 hours during the preceding two years, shall be allowed to carry over into the 100% sick leave bank up to a maximum of forty-eight (48) hours of unused compensated personal time. Any unused personal time in excess of forty-eight (48) hours shall be deemed waived and lost. Such employees shall immediately begin accruing vacation and sick leave, and become eligible to use sick leave and holiday benefits at the appropriate prorated rate. Employees shall not be eligible to use vacation benefits until one year from their anniversary date. Their anniversary date shall be based upon the date they were designated as half-time employees. No such benefits shall be provided retroactively. This paragraph shall not preclude an appointing authority from changing an intermittent employee's status to half-time anytime following appointment.

F. The part-time benefits provided herein shall apply prospectively from the effective date of the MOU. However, part-time employees who were receiving benefits at the level provided herein prior to said effective date shall continue to receive such benefits as long as they retain their qualifying status without a break in service.

G. It is understood that Management has the right to determine the work schedules and hours of all intermittent and half-time employees. However, when an employee has been working a consistent half-time schedule, departments will provide reasonable opportunities for the employee to make up unpaid absences due to authorized leave or holidays in order to maintain half-time status. Such accommodation shall be subject to budgetary and workload considerations.

H. Part-time Hours Reports

During the term of this MOU, the Department of Recreation and Parks shall provide bi-annual reports to the Union listing hours worked by part-time employees. Other departments which employ part-time workers shall provide such reports at least annually.

I. Rosters

Part-time employees will be placed on a roster in the following order:

1. Part-time employees who have worked 600 hours or more in any one of the last three (3) service years; this roster will be ranked in order of the total number of hours worked in the last two (2) service years.
2. Part-time employees who have worked 599 or less hours in any of the last three (3) service years will be ranked in the order of the total number of hours worked in the last two (2) service years.
3. Seasonal employees.

Rosters will be purged regularly of employees who have not been compensated in 365 days.

J. The City and the Union agree to the following principles in the employment of part-time workers:

1. Whenever possible, departments will develop and assign intermittent employees schedules in a manner that facilitates the creation of half-time positions.
2. Departments will make every attempt to schedule employees in a manner that provides continued part-time employment for existing part-time employees prior to hiring new part-time workers.

3. In the development of half-time positions, it is agreed that no employee will be laid off or have his/her schedule reduced so that half-time positions may be created.
4. Wherever possible, additions in part-time hours will be used to facilitate the creation of exempt half-time positions.

SECTION II – DISCIPLINE APPEAL PROCEDURE

The following appeal procedure for intermittent part-time and Civil Service-exempt half-time employees shall be as follows:

- A. An intermittent part-time or Civil Service-exempt half-time employee who has worked a total of at least 2,000 cumulative hours from his/her initial hire date who is subject to discipline shall be provided with the following:
 1. A written description of the action(s) to be taken and the expected effective date(s).
 2. A written statement of the specific grounds upon which the disciplinary action is based.
 3. A copy of the materials upon which the action is based.
 4. A written statement informing the employee of his/her right to appeal the disciplinary decision within five business days to an advisory Hearing Officer.
 5. The City and the Union will jointly develop a list of hourly Hearing Officers knowledgeable in employee relations. Discipline cases for intermittent part-time and Civil Service exempt half-time employees who have worked a total of at least 2,000 cumulative hours from his/her initial hire date will be heard by a Hearing Officer from this list.
 6. The hearings shall take no more than four (4) hours, which the Hearing Officer will divide as equally as possible between the Parties. The hearing shall be scheduled within five (5) business days of the notice of appeal filed by the employee, unless another date is mutually agreed upon by the Department and the employee. The cost of the Hearing Officer shall be shared equally by the Union and the City.
 7. The Hearing Officer shall determine if the discipline or level of discipline is based on a reasonable good faith conclusion that the employee engaged in misconduct.

8. The Hearing Officer shall issue a written decision the same day, which shall be advisory to the Department head, whose decision shall be final.

ARTICLE 4.7 PROCUREMENT OF MATERIALS

- A. At no time shall any Unit employee be required to use his/her own money to purchase parts or materials used to repair or maintain City vehicles or equipment, or for any other City-related purpose regardless of whether such money is intended to be reimbursed. Examples include, but are not limited to: (1) parts or materials used in vehicle repairs (not including tools); (2) field or office supplies; and, (3) consumables.
- B. Parking fees and road tolls shall be paid by the employee and reimbursed by the employing department.

ARTICLE 5.0 COMPENSATION

ARTICLE 5.1 OVERTIME

A. DISTRIBUTION OF OVERTIME

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

Nothing herein is intended to abridge or limit the right of Management to determine the means and methods for the delivery of public services, including but not limited to decisions regarding staffing requirements and the use of overtime.

B. NON-EMERGENCY OVERTIME

Whenever Management deems it necessary to perform non-emergency work on an overtime basis, employees required to work will be given at least forty-eight (48) hours' notice.

C. WORK SCHEDULES

Pursuant to the Fair Labor Standards Act (FLSA), employees shall have a fixed workweek that consists of a regular recurring period of one hundred and sixty-eight (168) consecutive hours (seven 24-hour periods) which can begin and end on any day of the week and at any time of the day. The designated workweek for an employee may be changed only if the change is intended to be permanent and not designed to evade overtime requirements of the FLSA. Management may assign employees to work a five/fourty, four/ten, nine/eighty, or other work schedule. Management shall have the right to refuse an employee's request to work a

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

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

D. ASSIGNMENT OF OVERTIME

Management will attempt to assign overtime work as equitably as possible among all qualified employees in the same classification, in the same organizational unit and work location. However, Management may consider special skills required to perform particular work. The parties understand that no employee shall work overtime without prior approval from his or her supervisor and that unofficial overtime, "white time," is absolutely prohibited. FLSA non-exempt employees may not work outside of scheduled working hours, or during unpaid meal periods, without the prior approval of a supervisor consistent with department policy. Failure to secure prior approval may result in discipline.

E. RATE AND METHOD OF OVERTIME COMPENSATION - (FLSA) NON-EXEMPT EMPLOYEES

Compensation for overtime shall be for all hours worked in excess of forty (40) hours in a workweek including all absences with pay authorized by law. Overtime compensation for all employees in this Unit shall be in time off at the rate of one and one-half hours for each hour of overtime worked or in cash at one and one-half times the employee's regular rate of pay, at the discretion of management.

F. COMPENSATED TIME OFF

Employees shall be permitted to accumulate up to eighty (80) hours of compensated time and take such accumulated time off for overtime worked upon request unless granting of such time would "unduly disrupt" the operations of the City department. This standard does not apply to non-FLSA overtime (i.e. overtime earned pursuant to this agreement that does not meet the FLSA definition of overtime). On occasion, employees may accumulate hours in excess of eighty (80) hours for a temporary period of time. If an employee does not schedule and take time off over eighty (80) hours for overtime prior to the end of the fiscal year in which the overtime was worked, Management may require employees to use accumulated overtime that exceeds eighty (80) hours prior to the end of the fiscal year; require employees to use such time in lieu of vacation or other leave time; or

authorize cash payment. In the event sufficient funds are not available to provide cash compensation for all or a portion of the hours in excess of eighty (80), management may extend the time limit for a period not to exceed one year. In accordance with FLSA, no employee shall lose accumulated time off.

Under no circumstances shall compensated time off in excess of two hundred and forty (240) hours be accumulated.

G. 1040/2080 PLAN

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

H. SPECIAL EVENTS

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

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

ARTICLE 5.2 OVERTIME MEAL ALLOWANCE

Whenever an employee is held over from a scheduled work shift and is required to work more than four (4) hours on an unscheduled overtime work shift the employee shall be paid an overtime meal allowance of twelve dollars (\$12.00). (Non-pensionable)

ARTICLE 5.3 CALL BACK PAY

- A. Whenever employees, except those assigned to 24-hour shifts, are ordered by the head of their department, office or bureau to return to duty following the termination of their work shift and departure from their work location, they shall receive a minimum payment equivalent to four (4) hours of premium pay. (Non-pensionable)
- B. Compensated time shall begin at the time the employee is called out and end upon completion of the job. This compensated time includes a maximum of one (1) hour travel time to the job location.

ARTICLE 5.4 ACTING PAY ASSIGNMENT

Time served in the following higher level assignments shall be credited as qualifying experience for promotional purposes.

A. ABSENCE AT HIGHER LEVEL POSITION

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

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

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

B. VACANT HIGHER LEVEL POSITION

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

C. STATUS REVIEW

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

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

D. COMPENSATION

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

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

ARTICLE 5.5 OUT-OF-CLASS ASSIGNMENTS

It is the intent of Management to avoid out-of-class assignments. However, nothing herein shall limit Management's authority to temporarily assign employees to duties and responsibilities not specifically included in the employee's class specifications whenever emergencies or operational necessities require. If said assignment exceeds thirty (30) working days, Management will initiate the necessary action to fill the position at the proper level or otherwise prevent the occurrence of an out-of-class assignment.

ARTICLE 5.6 TRAVEL ALLOWANCE

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

ARTICLE 5.7 EARLY REPORT PAY

- A. A regularly assigned FLSA non-exempt (non-salaried) employee who is required to report earlier than his/her regularly-scheduled starting time for the convenience of his/her department, office or bureau, shall receive time and one-half (1.5) his/her regular hourly rate of pay for each hour of work performed prior to his/her regularly scheduled starting time. Such compensation may be made in either cash or compensatory time off at the discretion of management. (Non-pensionable)
- B. Management maintains its authority to retain employees who are called in before the start of their regular starting time for their full, regularly scheduled shift. Hours worked prior to an employee's regularly scheduled starting time qualify the employee to receive Early Report Pay. Consistent with any department procedures that may exist, employees may or may not be retained beyond eight hours, subject to operational needs.
- C. In the event an employee receives Early Report Pay and is required to work his/her full regularly scheduled shift in addition to the Early Report Pay hours, the employee shall not receive overtime for working his/her full, regular shift. Prescheduled shift adjustments with at least forty-eight (48) hours' notice do not qualify for Early Report Pay.

ARTICLE 5.8 BILINGUAL DIFFERENTIAL

Management's present practices with regard to premium pay for employees required to use a language other than English will be continued during the term of this MOU.

- A. Whenever an appointing authority determines that it is necessary or desirable that a position be filled by a person able to converse fluently in a language other than English, or write and interpret a language other than English, the appointing authority shall transmit to the Controller a written statement approving payment of a bilingual premium, as provided by this Article to the person occupying such a position and possessing such bilingual skills.
- B. After authorizing payment of a bilingual premium, the appointing authority shall certify to the Controller the name of an employee eligible for a bilingual premium and the Personnel Department shall certify to the Controller that the employee has qualified under its standards of fluency and proficiency for said language.
- C. Persons certified as being qualified by the Personnel Department shall receive a bilingual premium of one (1) premium level rate (2.75%) for duties requiring that they converse fluently in a language other than English, or of two (2) premium level rates (5.5%) for duties requiring that they interpret a language other than English, in addition to conversing fluently in that other language. (Pensionable when regularly assigned; non-pensionable when assigned on a daily basis.)

- D. Compensation provided for in this Article shall be retroactive to the employee's first day in a bilingual position.

ARTICLE 5.9 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 STEPS

1. a. Employees hired into Targeted Local Hire Program (TLHP) positions shall be hired at Step 1 and shall remain on Step 1 for the duration of a twelve (12) month probationary period. TLHP position hourly wages will begin one (1) premium level below the entry level of the targeted Civil Service classification which will not be below fifteen dollars (\$15.00) per hour.
- b. Employees hired into non-TLHP positions shall be hired at Step 2 (or appropriate higher step in accordance with applicable MOU provisions or LAAC Section 4.90).
- c. Employees shall remain on Steps 2 and 3 for nine (9) months each.
2. Steps 4 through 8 are separated by two (2) premium levels (Step 4 is one [1] premium level above Step 3). Employees shall advance to each subsequent step after twelve (12) months.
3. Steps 9 through 12 are separated by one (1) premium level (Step 9 is one [1] premium level above Step 8). Employees shall advance to each subsequent step after twelve (12) months.

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

B. SALARY ADJUSTMENTS

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

1. Effective October 28, 2018, the base hourly wages for all Unit employees shall be increased by 2.9%.
2. Effective January 19, 2020, the base hourly wages for all Unit employees shall be increased by 2.75%.
3. Effective January 31, 2021, the base hourly wages for all Unit employees shall be increased by 2.0%.
4. Effective June 20, 2021, the base hourly wages for all Unit employees shall be increased by 2.0%.

C. EXTENSION OF STEP ADVANCEMENT DATE – UNCOMPENSATED HOURS

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

D. CONSECUTIVE APPOINTMENTS WITHIN A 12 MONTH PERIOD

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

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

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

F. PART-TIME EMPLOYEES

1. Civil Service Half-Time Employees

The initial salary step advancement for a half-time, but less than full-time, employee in a position compensated on a salary range shall be in the payroll period following the completion of 1,040 regular paid hours and twelve (12) months of service. Each subsequent step advancement shall be in the payroll period following the completion of 1,040 additional regular paid hours and one (1) additional year of service. Hours of service in excess of those required for step advancement in a 12-month time period shall be carried forward for credit in the next 12-month time period.

2. Intermittent Employees and Half-Time Employees Exempted from Civil Service

Intermittent employees and half-time employees exempted from Civil Service provisions by Charter Section 1001 shall be paid a salary rate corresponding to the entering step in the salary range for the classification in which the employee is employed. Full-time or half-time employees changing to intermittent status in the same Civil Service class shall continue to be paid at the same rate (excluding bonuses) they were last paid while a full- or half-time employee until such time as the entering step in the salary range for the class meets or exceeds the salary for the employee.

G. PROMOTIONAL DIFFERENTIAL

Notwithstanding the rate provided for in LAAC Section 4.91, employees who receive a promotion shall be moved to the salary step (Step 2 or above) that provides a minimum 5.5% increase over the rate received in the former position.* As provided in LAAC Section 4.91, any regularly assigned bonus or premium compensation amounts shall be included in calculating the step rate for the former position and added to the new salary, if applicable, after determining the appropriate salary step rate for the new position.

*Salary Step 1 is reserved for agreed upon TLHP classifications; the minimum step available for promotion is Step 2, unless otherwise specified.

H. ADJUSTED SALARY FOR SPECIFIED ASSIGNMENTS

Employees covered by this MOU shall not be eligible for adjusted salary under the provisions of LAAC Section 4.61, Schedule A, Notes H or former Note K (repealed in 2004). In lieu thereof, Unit employees shall receive additional salary for specified assignments, in specified classes, as follows:

Attachment 1

Employees in classes listed in Attachment 1 of this MOU who are regularly assigned, as defined in LAAC Section 4.75, to perform the indicated assignments shall receive salary at one (1) premium level above the appropriate step on the salary range prescribed for the class. (Pensionable)

ARTICLE 5.10 LEAD PAY ASSIGNMENT

- A. Non-supervisory employees (employees whose classification or pay grade description does not include supervisory duties) who are designated and assigned by Management to act as lead workers over other employees, either on a regularly assigned or on a daily basis, shall receive compensation at the second premium level rate above the appropriate step of the salary range prescribed for the class, while so assigned. (Pensionable when assigned regularly; non-pensionable when assigned on a daily basis.)
- B. The designation, redesignation or removal of a lead assignment shall be a Management prerogative and may occur any time Management deems it appropriate. Such Management decisions shall be final and conclusive and shall not be subject to the grievance procedure herein. Nothing in this Section, however, is intended to deny the premium payment specified herein to an employee who has been assigned, has qualified and has performed the lead assignment in accordance with the provisions of this Article.
- C. In accordance with the above definition of "non-supervisory employee," incumbents in the class of Animal Control Officer II, Code 4311-2, shall not be eligible for the lead compensation prescribed herein.

ARTICLE 5.11 SIGN LANGUAGE PREMIUM PAY

- A. Whenever a City department desires to have an employee certified as proficient in American Sign Language (ASL) as necessary to provide City services to the deaf community, the administrative head of that department shall transmit a written request to the Personnel Department to certify the employee as qualified to communicate fluently in ASL. The Personnel Department shall certify to the Controller, and to the appointing authority, that the employee has been certified and is eligible for sign language bonus pay as provided in subsections B and C below.
- B. Certified employees who are required to utilize sign language skills in the performance of their job duties shall be compensated at the rate of five dollars (\$5.00) per day for each business day they are required to utilize their skills, not to exceed fifty dollars (\$50.00) bi-weekly. (Non-pensionable)
- C. Prior to an eligible employee receiving sign language bonus pay for each business day on which his/her sign language skills were utilized, the employee's appointing authority or designated representative shall certify to the Controller that the eligible

employee utilized sign language communication skills in performance of his/her duties as requested by the City on each such business day.

ARTICLE 5.12 SHIFT DIFFERENTIAL

- A. The City's present practices with regard to the application of a shift differential will be continued during the term of this MOU. Such practices shall be in accordance with the LAAC Sections 4.61, 4.72, 4.74, and 4.75.
- B. Notwithstanding the provisions of LAAC Section 4.61, Schedule A, Note N, employees covered by this MOU, who work eight (8) hours or more on any one day and more than fifty percent (50%) of that shift is between the hours of 5:00 p.m. and 8:00 a.m., shall receive, for each such day worked, compensation at two (2) premium levels above the appropriate step on the salary range prescribed for the class. Notwithstanding the provisions of LAAC Section 4.74C, employees in the class of Security Officer, Code 3181, shall receive shift differential in accordance with the provisions herein. (Pensionable when regularly assigned; non-pensionable when assigned on a daily basis.)
- C. Part-time employees in the following classifications and departments, who, prior to February 18, 2003, the date the part-time Agreement was approved by City Council, were receiving a shift differential when working less than eight (8) hours in a workday, shall continue to receive a shift differential if they work fewer than eight (8) hours between the hours of 5:00 p.m. and 8:00 a.m. (Pensionable when regularly assigned; non-pensionable when assigned on a daily basis.):

Security Officer, Los Angeles Convention Center

ARTICLE 5.13 COURT APPEARANCES

The following provisions shall apply to unit employees who are required to make court appearances as a result of, or in the normal course of their duties. These provisions apply only to the payment of overtime for court appearances outside of the normal duty hours of employees.

A. BASIC COMPENSATION

An employee, at the employee's option, may report to court when subpoenaed or remain on call. If the employee elects to appear in court, the division supervisor must be notified, at the latest, one administrative day prior to the scheduled court appearance. If the employee wishes to remain on call, the employee must be able to appear in court not more than one (1) hour after being notified that the employee's appearance is required in court. To appear in court more than an hour after having been notified will void the employee's right to on-call compensation. An employee need not remain at home, but must be available for telephonic

notification at a location where the supervisor knows the employee can be reached.

1. An off-duty employee shall receive a minimum of four (4) hours overtime compensation for any court day he/she is subpoenaed to be on call or required to appear.
2. An off-duty employee shall receive hour-for-hour overtime compensation for each additional hour of actual attendance in excess of the four (4) hour minimum provided for in Paragraph A.1 above, with the following noontime recess exceptions:

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

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

B. MULTIPLE CASES

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

C. EXCEPTIONS TO THE FOUR-HOUR MINIMUM

1. Court appearances or on call status commencing four (4) hours or less before the employee's regularly assigned shift begins. Compensation will be for the actual time between the commencement of the court appearance or on call and the beginning of the employee's assigned shift with the same noon recess provisions as outlined in Paragraph A.2 above.
2. Court appearances commencing four (4) hours or less after the employee's regularly assigned shift ends. Compensation will be for the actual time between the end of the employee's assigned shift and the termination of the court appearance with the same noon recess provisions as outlined in Paragraph A.2 above.
3. Court appearances or on call status that begin during an employee's regularly assigned shift. Compensation will be for the actual time between the end of the employee's assigned shift and the termination of the court appearance or on call status with the same noon recess provisions as outlined in Paragraph A.2 above.

(Note 1: Compensation for on call status shall not exceed four (4) hours.)

(Note 2: Past practices relating to compensation for court appearances shall apply to all Departments, Offices or Bureaus other than the Police Department and Department of Transportation.)

ARTICLE 6.0 BENEFITS

ARTICLE 6.1 HEALTH/DENTAL AND FLEX BENEFITS PROGRAM

During the term of this MOU, the City will provide benefits in accordance with the Civilian Modified Flexible Benefits Program (Flex Program) and any modifications thereto as recommended by the Joint Labor-Management Benefits Committee (JLMBC) and approved by the City Council.

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

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

SECTION I – HEALTH PLANS

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

- A. Management agrees to contribute a monthly sum not to exceed the Kaiser Permanente family rate ("maximum monthly health care subsidy") per full-time employee toward the cost of a City-sponsored health plan for employees who are members of LACERS. During the term of this MOU, Management's monthly health care subsidy for full-time employees shall increase by the increase in the Kaiser Permanente family rate. Increases in this monthly health care subsidy shall be effective at the beginning of the pay period in which the Kaiser Permanente yearly premium rate change is implemented.
- B. Management will apply 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.
- C. Management agrees to contribute for each half-time employee, as defined by LAAC Section 4.110, who became a member of LACERS after July 24, 1989, and

for each employee who transfers from full-time to half-time status after July 24, 1989, a monthly subsidy not to exceed the Kaiser employee-only rate, toward the cost of his/her Flex Program medical plan. Half-time employees who, prior to July 24, 1989, were receiving the same subsidy as full-time employees shall continue to receive that subsidy and shall be eligible to receive any increases applied to that subsidy as provided in this Article. During the term of this MOU, Management's monthly health care subsidy for half-time employees shall increase by the increase in the Kaiser Permanente single party rate. Increases in this monthly health care subsidy shall be effective at the beginning of the pay period in which the Kaiser Permanente yearly premium rate change is implemented.

- D. Any employee who was receiving a full health subsidy as of July 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.
- E. Full-time employees who work a temporary reduced schedule under the provisions of Article 6.8, 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.
- F. Further, any half-time employee receiving either a full or partial subsidy in accordance with this Article who, subsequent to July 24, 1989, becomes an intermittent employee shall not be eligible for such subsidy, notwithstanding his/her status as a member of LACERS.
- G. 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. Management will expend for full-time employees who are members of LACERS, the monthly sum necessary to cover the cost of the employee-only coverage under the City-sponsored Dental Plan Program. Coverage for dependents of eligible employees may be obtained in a City-sponsored plan at the employee's expense, provided that such sufficient enrollment is maintained to continue to make such coverage available.

- C. For each half-time employee, as defined by LAAC Section 4.110, who becomes a member of LACERS and for each employee who transfers from full-time to half-time status after July 24, 1989, Management will expend an amount equivalent to one-half of the cost of the employee-only coverage of the most expensive plan under the City-sponsored Dental Program. Half-time employees who, prior to July 24, 1989, were receiving the full employee-only subsidy shall continue to receive the full employee-only subsidy.
- D. Any employee who was receiving a full employee-only dental subsidy as of July 24, 1989, in accordance with this Article, who transfers to half-time status following that date shall continue to be eligible for the full subsidy. This provision shall apply providing that such employee does not have a break in service subsequent to July 24, 1989. Any half-time employee with a break in service after July 24, 1989, shall be subject to the partial subsidy provisions in this Article.
- E. Further, any half-time employee receiving either a full or partial subsidy in accordance with this Article who, subsequent to July 24, 1989, becomes an intermittent employee shall not be eligible for such subsidy, notwithstanding his/her status as a member of LACERS.
- F. During the term of this MOU, the JLMBC will review all rate changes and their impact on the Dental Plans.

SECTION III - DEFINITION OF DEPENDENT

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

SECTION IV – GENERAL PROVISIONS

- A. 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.
- B. Management will retain all duties and responsibilities it has had for the administration of the City's Health and Dental Plans.

SECTION V – SUBSIDY DURING FAMILY OR MEDICAL LEAVE

For employees who are on Family or Medical Leave, under the provisions of Article 6.8 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 6.8 herein. However, for any unpaid portion of Family or Medical Leave, health and/or dental plan subsidies shall be continued for a maximum of nine (9) pay periods, except while an employee is on a Pregnancy Disability Leave absence (up to 4 months), Management shall continue the City's subsidy for her pregnancy health coverage (medical plan subsidy) in compliance with the provisions of SB 299 and AB 592 enacted in 2011.

SECTION VI – BENEFIT PROTECTION PLAN

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

SECTION VII – CONTINUATION OF BENEFITS FOR SURVIVORS OF EMPLOYEES KILLED IN THE LINE OF DUTY

- A. The City will provide continuation of the above medical and dental plan subsidies toward the cost of health plan premiums for the spouse or domestic partner and any minor dependents of any employee killed in the line of duty while on active payroll status. This coverage shall apply only to a spouse or domestic partner and/or dependents covered under the employee's plan at the time of death and shall cease for minor dependents when they reach the age of eighteen, or twenty-five years if unmarried and attending an accredited school on a full-time basis. It shall not apply to survivors of employees eligible for retiree health benefits. To be eligible for this benefit, such employee's death must occur on or after July 1, 2004.
- B. This benefit shall be administered by the Personnel Department. Upon application by a spouse, domestic partner or dependents for this benefit, a committee comprised of representatives of the Personnel Department, CAO and the department of the deceased employee shall jointly determine whether the circumstances of the employee's death qualify his/her spouse or domestic partner/dependents for the benefit provided under this section. The decision of this committee shall be final and binding and not subject to further appeal.

SECTION VIII – FUNERAL EXPENSES

In addition to the above health insurance benefit, the City shall provide a funeral expense benefit of \$10,000 to the heirs of any employee who is killed in the line of duty, subject to the same eligibility requirements as the health subsidy continuation.

ARTICLE 6.2 UNION SPONSORED, SUPPLEMENTAL INSURANCE PROGRAMS

- A. Each employee in the Unit will be enrolled in supplemental insurance programs designated and administered by SEIU 721.
- B. The City will forward for each employee in the Unit, who is a member of LACERS on paid status, eight dollars and fourteen cents (\$8.14) biweekly to SEIU 721 for distribution, by the Union, to designated carriers in the amounts necessary to cover enrollment in these programs.
- C. Employees wishing to avail themselves of the Union sponsored dental benefits must be enrolled in an appropriate City plan.
- D. The Controller and Personnel Department will establish such controls over the disbursement of funds as they deem necessary.
- E. The Union agrees to indemnify and hold harmless the City against all claims, including costs of suits and reasonable attorney fees and/or other forms of liability arising from the implementation of the provisions of this Article.

ARTICLE 6.3 HOLIDAYS AND HOLIDAY PAY

- A. Notwithstanding any provisions of the LAAC that may conflict, the following days shall be treated as holidays.
 - 1. New Year's Day (January 1)
 - 2. Martin Luther King's Birthday (the third Monday in January)
 - 3. Presidents' Day (the third Monday in February)
 - 4. Cesar E. Chavez Birthday (the last Monday in March)
 - 5. Memorial Day (the last Monday in May)
 - 6. Independence Day (July 4)
 - 7. Labor Day (the first Monday in September)
 - 8. Indigenous Peoples Day (the second Monday in October)
 - 9. Veterans Day (November 11)
 - 10. Thanksgiving Day (the fourth Thursday in November)
 - 11. Day after Thanksgiving Day
 - 12. Christmas Day (December 25)

13. Any day or portion thereof declared to be a holiday by proclamation of the Mayor, and the concurrence of the City Council by resolution.
 14. Two unspecified holidays
- 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 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 on 9/80 or Modified Day Off - Whenever, an employee's 9/80 or modified day off falls on a holiday, the employee shall take an alternate day off within the same workweek and calendar week as the holiday.
 - H. Holiday Premium Pay - Any non-FLSA employee who works on any holiday listed above will, receive eight (8) hours (or portion thereof as specified above in A.13) of holiday pay and one and one-half (1.5) the hourly rate for all hours worked on the observed holiday; provided, however, that the employee has: 1) worked his/her assigned shift immediately before and his/her assigned shift immediately after the holiday; or, 2) prior to such holiday Management has authorized the employee to take paid leave time off in lieu of the requirement to work said shifts. Any employee who fails to meet these requirements will be paid at the rate of one (1) hour for each hour worked. Employees shall not receive both overtime and holiday premium pay for the same hours.
 - I. Excess work on a Holiday - An employee who works in excess of: eight (8) hours on any holiday listed from 1 through 12 above, or works in excess of any day or portion thereof declared to be a holiday by proclamation of the Mayor shall be paid at the appropriate holiday premium pay rate for his/her class. Employees shall not receive both overtime and holiday premium pay for the same hours.

- 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 the same calendar week as the holiday. However, nothing herein is intended to preclude departments from establishing internal policies regarding the scheduling of said alternate days off.
- 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. Management shall have the sole authority and responsibility to determine whether the compensation for any holiday worked shall be in cash or paid leave time off.
- M. Unspecified Holidays - The unspecified holiday shall be taken in accordance with the following requirements:
1. The holiday must be taken in one full normal working day increment of eight (8) hours during the calendar year in which it is credited or it will be forfeited. The request for such time off, if timely submitted by the employee, will be promptly approved by Management subject to the operating needs of the employee's department, office or bureau. If an unforeseen operating requirement prevents the employee from taking such previously-approved holiday, Management will reschedule the holiday so that it may be taken on some other reasonably satisfactory date within the calendar year.
 2. Any break in service (i.e., resignation, discharge, retirement, etc.) prior to taking the holiday shall forfeit any right thereto.
 3. The holiday shall not be utilized to extend the date of any layoff.
 4. No employee shall be entitled to an unspecified holiday until he/she has completed six (6) months of service.
 5. Employees who work in intermittent, on call, vacation relief, or seasonal positions shall not be entitled to an unspecified holiday.
 6. No employee shall receive more than two (2) unspecified holidays. Thus, (a) an employee transferring from the Department of Water and Power (DWP) to any other City department, office or bureau will not receive an unspecified holiday after taking such holiday prior to leaving the DWP, and (b) employees who resign or are terminated and then rehired during the

same calendar year, will not receive an additional unspecified holiday when rehired.

ARTICLE 6.4 UNIFORMS AND MAINTENANCE ALLOWANCE

- A. Uniforms required by Management and not provided by a department will be replaced, maintained, and cleaned at the employee's expense unless noted otherwise. Management will give to each employee, in the classes listed below, an allowance for such maintenance and cleaning of forty-five dollars (\$45.00) each pay period for laundering any wash and wear type of required uniforms or forty-five dollars (\$45.00) each pay period for dry cleaning dress type uniforms. In the event that management changes the type and/or style of required uniforms, Management will, subject to review and approval by the CAO, provide an appropriate initial issue and will provide for maintenance and replacement either through a contract service or a biweekly allowance. Any allowances paid to employees herein are non-pensionable.

<u>Code No.</u>	<u>Title</u>
4330	Animal Licensing Canvasser
4311-1	Animal Control Officer I
4311-2	Animal Control Officer II
3199	Security Aide
3181	Security Officer
3207	Property Officer
3211	Detention Officer
3214-1	Traffic Officer I
3214-2	Traffic Officer II
3214-3	Traffic Officer III

B. Work Shoes and Boots

Full time employees who are required by management to wear a specific safety-type work shoe/boot or a uniform shoe/boot and whose employing department does not already provide said shoes or boots, or a cash allowance, shall receive a cash allowance of two hundred dollars (\$200.00) and intermittent and half-time employees shall receive one-half this cash allowance for the purchase, repair and maintenance of said shoes or boots provided they are on active payroll status each January 1 during the term of this MOU. In no event shall an employee receive more than two hundred dollars (\$200.00) under the provisions of this Article. Intermittent and half-time employees shall receive one-half this cash allowance one hundred dollars (\$100.00). This payment shall be made by separate check distributed in February for the term of the MOU.

Each department shall develop safety shoe standards to include safety requirements, style and color consistent with operating needs and reasonable

uniformity. All employees, including new hires and transfers, shall be responsible for compliance with these standards, Failure to wear approved and serviceable safety shoes while on duty may subject the employee to appropriate discipline.

ARTICLE 6.5 RAIN GEAR

Management shall provide rain gear for employees in those classifications listed below who are required to work outside in inclement weather as a normal part of their job duties. In addition, Management shall replace such gear when no longer serviceable. For enhanced safety, where rain jackets and pants are provided when working around moving vehicles, the rain gear must meet the following specifications:

Rain Jackets – Jackets with attached or detachable Parka hood. Fire retardant PVC/Nylon/PVC laminated construction. Storm front. Non-Conductive buttons for closing. Exterior-High Visibility Color. Seams double needle lock stitch to form seams which will not rip, coated seams inside and out. Vent holes under armpit. Material will not crack or peel in temperatures of -30°F to 120°F.

Rain Pants – Bib coverall type capable of being worn with Rain Jackets furnished. Color, construction, and, seams as specified for Rain Jackets. Fly Front, elastic suspenders.

<u>Code No.</u>	<u>Title</u>
4311-1	Animal Control Officer I
4311-2	Animal Control Officer II
4330	Animal License Canvasser
3181	Security Officer
3214-1	Traffic Officer I
3214-2	Traffic Officer II
3214-3	Traffic Officer III

ARTICLE 6.6 EMPLOYEE BENEFITS

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

Sick leave may be used for the following purposes: diagnosis, care, or treatment of a health condition, or preventive care, of an employee or an employee's immediate family member, as provided in Subsection C(2) of this Article.

A. Sick Leave Accrual and Usage

1. Full-Time Employees

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

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

- d. Effective January 1, 1997, if a full-time employee retires from City service or, if a full-time employee who is eligible to retire on or after July 1, 1996, dies prior to retirement, any balance of accumulated sick leave at 100% of full pay up to a maximum of 800 hours remaining unused at the time of retirement or death shall be compensated to the employee or, in the event of the death of the employee, to the employee's legal beneficiary(ies) by a cash payment of 50% of the employee's salary rate on the date of retirement or death.

- e. As of January 1, 1998, any unused balance of sick leave at 50% of full pay shall be frozen with no further credits or withdrawals permitted.

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

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

2. Half-Time Employees

- a. Half-time employees, as defined by Section 4.110(a) of the LAAC, shall begin accruing prorated sick leave on the first day of employment. Sick leave for a half-time employee shall be prorated on the basis of total number of hours scheduled in relationship to the total number of hours required for full-time employment. Employees may use their accrued sick leave beginning on the 90th day of City employment (90 calendar days from the date of hire).
- b. Beginning the January 1 subsequent to the completion of 12 calendar months of employment following their date of hire, half-time employees shall be provided prorated sick leave hours based on the calendar year sick leave allotment for full-time employees of 96 hours at 100% of full pay and 40 hours at 75% of full pay, plus the hours of sick leave accrued and accumulated as provided in this Article. The prorated amount of 100% and 75% sick leave hours for half-time employees will be calculated on the basis of the total number of hours compensated in the previous 12-month calendar period (January 1 through December 31) in relationship to the total number of hours required for full-time employment.
- c. Any unused balance of sick leave at 100% of full pay at the end of any calendar year shall be carried over and accumulated from one (1) calendar year to the next up to a maximum of 800 hours. However, any unused sick leave at 100% of full pay remaining at the end of any calendar year, which, if added to an employee's accumulated sick leave at 100% of full pay, will exceed 800 hours, shall be compensated by a cash payment of 50% of the employee's

salary rate current at the date of payment as soon as practicable after the end of each calendar year.

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

3. Intermittent Employees

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

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

B. Preventive Medical Treatment

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.

C. FAMILY ILLNESS

1. 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 not exceed fifteen (15) days (120 days). Such practice of allowance for leave of illness in family shall be in accordance with LAAC Section 4.127. Upon the adoption of a child, an employee will be permitted to use fifteen (15) days (120 days) of family illness sick leave.

Effective January 1, 2020, employees who have exhausted all their 100% sick time, may use their 75% sick time.

2. The definition of "immediate family" shall include: the father, father-in-law, mother, mother-in-law, brother, sister, spouse, child, foster child, grandparents, grandchildren, step-parents, step-children of any employee of the City, great-grandparents, great-grandchildren, the domestic partner of the employee, a household member (any person residing in the immediate household of the employee at the time of the illness or injury) and the following relatives of an employee's domestic partner: child, grandchild, mother, father.
3. Any employee claiming a domestic partner for purposes of this Article shall have an approved City Affidavit of Domestic Partnership form or a registered State of California Declaration of Domestic Partnership form on file in the Employee Benefits Office, Personnel Department, which identifies that individual as the employee's domestic partner.

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

D. BEREAVEMENT LEAVE

1. 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 working days for each occurrence of a death in the employee's immediate family.

2. For the purpose of this Article, the definition of an immediate family member, as defined in LAAC Section 4.127.1, shall include the father, father-in-law, mother, mother-in-law, brother, sister, spouse, child, grandparents, grandchildren, step-parents, step-children, great-grandparents, great-grandchildren, foster parents, foster children, a domestic partner, any relative who resided in the employee's household, a household member (any person residing in the immediate household of the employee at the time of death), and the following relatives of an employee's domestic partner: child, grandchild, mother, father. For purposes of this Article, simultaneous, multiple family deaths will be considered as one occurrence.
3. Any employee claiming a domestic partner for purposes of this Article shall have an approved City Affidavit of Domestic Partnership form or a registered State of California Declaration of Domestic Partnership form on file in the Personnel Department Employee Benefits Office, which identifies that individual as the employee's domestic partner.
4. In addition to the bereavement leave granted under this Article, upon the approval of the appointing authority, any employee who has accrued unused sick leave at full pay, shall be allowed sick leave with full pay not to exceed two (2) working days per occurrence for the purpose of bereavement leave if it is necessary for the employee to travel a minimum of 1,500 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.
5. 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 6.7 EMPLOYEE ASSISTANCE PROGRAM

Operative the effective date of this MOU, Unit employees shall be covered by the EMPLOYEE ASSISTANCE PROGRAM (EAP) available to all civilian employees.

Information on the current EAP provider is available through the Personnel Department, Employee Benefits Division at (213) 978-1655 or at <http://perlacity.org/bens/index.html>.

ARTICLE 6.8 FAMILY AND MEDICAL LEAVE

I. AUTHORIZATION FOR LEAVE

- A. During the term of this MOU, up to four (4) months (nine [9] pay periods [720 hours]) of family or medical leave shall be provided for the purpose of childbirth, adoption, foster care of a child, or serious health condition of an immediate family member (as defined in Article 6.6, Employee Benefits, Family Illness), upon the request of the employee, or the designation of Management in accordance with applicable Federal or State law, notwithstanding any other provisions of this MOU or the LAAC to the contrary.
- B. An employee may take leave under the provisions of this Article if he/she has a serious health condition that makes him/her unable to perform the functions of his/her position.
- C. Leave under the provisions of this Article shall be limited to four (4) months (nine [9] pay periods [720 hours]) during a twelve (12) month period, regardless of the number of incidents. A 12-month period shall begin on the first day of leave for each employee taking such leave. The succeeding 12-month period will begin the first day of leave taken under the provisions of this Article after completion of the previous 12-month period.
- D. **Exception:** Under the provisions of this Article, a pregnant employee may be eligible for up to four (4) months (nine [9] pay periods [720 hours]) for childbirth disability and up to an additional four (4) months (nine [9] pay periods [720 hours]) for purposes of bonding. (See Section IV of this Article.)

II. DEFINITIONS

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

- A. **Spouse** means a husband or wife as defined or recognized under State law for purposes of marriage in this State.
- B. **Domestic partner** means a named domestic partner in a confidential affidavit declaring the existence of said domestic partner and signed by the City employee, which is on file in the Employee Benefits Office, Personnel Department.

- C. **Parent** means a biological, step, adoptive or foster parent, an individual who stands or stood *in loco parentis* to an employee, or a legal guardian. This term does not mean parents-in-law. Persons who are *in loco parentis* include those with day-to-day responsibilities to care for or financially support a child, or in the case of a parent of an employee, who had such responsibility for the employee when the employee was a child. A biological or legal relationship is not necessary.
- D. **Child** means a biological, adopted, or foster child, a stepchild, a legal ward or child of a person standing *in loco parentis*, who is either under age 18 or age 18 or older and incapable of self-care because of a mental or physical disability.

III. ELIGIBILITY

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

Exception: In accordance with Pregnancy Disability Leave (PDL) 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 care for a sick parent. However, the aggregate period of time to which both are entitled is limited to the time allowed for only one employee.
 3. Each employee must notify his/her employing department at the time the leave is requested of the name and department of the other City employee who is requesting leave for the same incident. Such notification must include the starting and ending dates of the time period for which each employee is requesting leave.
 4. The time limitation described above does not apply to leave taken by one spouse or one domestic partner to care for the other who is seriously ill, or to care for a child with a serious health condition.

IV. CONDITIONS

A. **Pregnancy**

1. The start of leave for a pregnant employee shall be at the beginning of the employee's pregnancy-related disability that a health care provider certifies as necessary. Leave for the non-disability portion of childbirth may be taken before or after delivery.
2. In accordance with PDL under the FEHA, pregnant employees who are disabled due to pregnancy, childbirth, or related medical conditions are eligible for up to four (4) months (nine [9] pay periods [720 hours]) of leave with medical certification certifying the employee as unable to work due to a pregnancy-related condition. PDL under the FEHA may be taken before or after the birth of the child, and shall run concurrently with pregnancy leave under the federal Family and Medical Leave Act of 1993, which must be concluded within one (1) year of the child's birth.
3. Employees (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 Sections III.B. and IV.F of this Article.)

- B. **Adoption** - The start of a family leave for adoption shall begin on a date reasonably close to the date the child is placed in the custody of the employee. Leave for adoption or foster care of a child may also be granted prior to placement if an absence from work is required.
- C. **Family Illness** - The start of a family leave for a serious health condition of a family member shall begin on the date requested by the employee or designated by Management.
- D. **Employee's Own Illness** - The start of a leave for the employee's own serious health condition shall begin on the date requested by the employee or designated by Management.
- E. **Serious Health Condition** is defined as an illness, injury, impairment, or physical or mental condition that involves:

1. Any period of incapacity or treatment connected with inpatient care in a hospital, hospice, or residential medical care facility; or
2. A period of incapacity requiring an absence of greater than three days involving continuing treatment by or under the supervision of a health care provider; or
3. Any period of incapacity (or treatment therefore) due to a chronic serious health condition; or
4. A period of incapacity that is permanent or long-term due to a condition for which treatment may not be effective; or
5. Any absences to receive multiple treatments (including any period of recovery therefrom) by, or on referral by, a health care provider for a condition that likely would result in incapacity or more than three (3) consecutive days if left untreated; or
6. Any period of incapacity due to pregnancy or for prenatal care.

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

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

- G. If any employee requires another leave for a separate incident under the provisions of this Article during the same 12-month period, a new request must be submitted.
- H. A personal leave beyond the four (4) month (nine [9] pay periods [720 hours]) leave provided in this Article may be requested, subject to the approval of the appointing authority and, if required, the Personnel Department, as provided under other City leave provisions.
- I. An employee receiving temporary workers' compensation benefits (either IOD or the rate provided in Division IV of the California Labor Code) who meets the eligibility requirements in III.A. of this Article shall automatically be considered to be on family or medical leave, effective the first day of the employee's absence.
- J. Management has the right to verify the certification of a serious health condition by a health care provider for a leave under the provisions of this Article. Management shall allow the employee at least fifteen (15) calendar days to obtain the medical certification.
- K. Upon return from family or medical leave, an employee shall be returned to his/her original job or to an equivalent job.

V. NOTICE REQUIREMENTS

A. Employee

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

B. Management

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

VI. APPLICABLE TIME OFF

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

A. Childbirth (Mother)

1. Accrued sick leave (100% and 75%) or vacation for the entire period of disability that a health care provider certifies is necessary (including prenatal care or the mother's inability to work prior to the birth), may be taken at the employee's discretion.
2. For the non-disability portion of childbirth leave (before delivery or after bonding), accrued vacation available at the start of the leave shall be used prior to the use of time under 3, 4, 5 and 6 below.
3. Accrued 100% sick leave. The use of sick leave under this subsection is at the employee's discretion.
4. Accrued 75% sick leave, following use of all 100% sick leave. The use of sick leave under this subsection is at the employee's discretion.
5. Unpaid leave.
6. Accrued compensatory time off may be used at the employee's discretion, with management approval, after exhaustion of 100% sick leave (3 above). However, FLSA compensatory time off shall not be counted against the employee's four-month (nine [9] pay periods [720 hours]) family or medical leave entitlement. Therefore, any use of FLSA compensatory time off under this Section shall extend the employee's family or medical leave by the total amount of FLSA compensatory time off used.

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

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

3. Accrued 100% sick leave. The use of sick leave under this subsection is at the employee's discretion.
4. Accrued 75% sick leave, following use of all 100% sick leave. The use of sick leave under this subsection is at the employee's discretion.
5. Unpaid leave.
6. Accrued compensatory time off may be used at the employee's discretion, with management approval, after exhaustion of 100% sick leave (3 above). However, FLSA compensatory time off shall not be counted against the employee's four-month (nine [9] pay periods [720 hours]) family or medical leave entitlement. Therefore, any use of FLSA compensatory time off under this Section shall extend the employee's family or medical leave by the total amount of FLSA compensatory time off used.

C. Personal Medical Leave

1. Accrued 100% sick leave may be used at the employee's discretion. Such leave may be taken before or after the vacation described in 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). However, FLSA compensatory time off shall not be counted against the employee's four-month (nine [9] pay periods [720 hours]) family or medical leave entitlement. Therefore, any use of FLSA compensatory time off under this Section shall extend the employee's family or medical leave by the total amount of FLSA compensatory time off used.

VII. SICK LEAVE RATE OF PAY

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

VIII. MONITORING

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

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

ARTICLE 6.9 TEMPORARY DISABILITY: 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 (injury on duty (IOD)) shall be in an amount equal to the employee's regular biweekly, take-home pay at the time of incurring the disability condition. For the purposes of this Article, take-home pay is defined as an employee's biweekly gross salary rate less the mandatory deductions for Federal and State income tax withholding, and employee retirement contributions.

ARTICLE 6.10 WORKERS' COMPENSATION ALTERNATIVE DISPUTE RESOLUTION PROGRAM

The following information is for informational purposes.

The parties to this agreement 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 6.11 VACATION AND VACATION SCHEDULES

- A. Vacations will be scheduled as far in advance as possible. Consideration shall be given to the efficient operation of the department, office or bureau, the desires of the employees, and seniority in grade of the employees represented herein.
- B. Notwithstanding the provisions of LAAC Section 4.245, each employee in this Unit who has completed his/her qualifying year on or after that date shall be entitled to the following number of vacation days with full pay, based on the number of years of City service completed; accrued and credited at the rates indicated, subject to deductions for absences as provided in LAAC Section 4.246.

No. of Service Years	Monthly Accrual	Base Annual Vacation		Additional Vacation		Total Annual Vacation		Maximum Vacation Hours		Maximum Vacation Hours as of 9/1/19		End of...	Lump Sum
	Hrs:Mins	Hrs	Days	Hrs	Days	Hrs	Days	Hrs	Days	Hrs	Days		Hrs:Mins
1 – 4	7:20	88	11	0	0	88	11	176	22	264	33	1 st year	88:00
5 – 12	11:20	136	17	0	0	136	17	272	34	408	51	5 th year	55:20
13	11:20	136	17	8	1	144	18	288	36	432	54	13 th year	19:20
14	11:20	136	17	16	2	152	19	304	38	456	57	14 th year	27:20
15	11:20	136	17	24	3	160	20	320	40	480	60	15 th year	35:20
16	11:20	136	17	32	4	168	21	336	42	504	63	16 th year	43:20
17	14:40	176	22	0	0	176	22	352	44	528	66	17 th year	51:20
18	14:40	176	22	8	1	184	23	368	46	552	69	18 th year	22:40
19 – 24	16:00	192	24	0	0	192	24	384	48	576	72	19 th year	30:40
25+	16:40	200	25	0	0	200	25	400	50	600	75	25 th year	24:00

C. Accumulation of Vacation Time

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

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

D. Vacation Accrual During Active Military Service - Cash Out of Accrued Vacation at Commencement of Leave

Unit members called into active military service (other than temporary military leave) shall, following their qualifying year of service for vacation, continue to accrue vacation during their military service, subject to the same maximum accrual requirements as active City employees. In order to avoid reaching maximum accrual during an extended leave, employees may request cash payment of

accrued but unused vacation time as of the date of the commencement of their military leave. Such request may be for all accrued time or a portion of their accrued time. The request for any cash payment must be made prior to the employee's first day of his/her leave of absence and verified by military orders or other evidence of call-up into the armed forces of the United States.

ARTICLE 7.0 TIME OFF

ARTICLE 7.1 JURY SERVICE

- A. An employee duly summoned to attend any court for the purpose of performing jury service shall, for those days during which jury service is actually performed and those days necessary to qualify for the jury service, receive his/her regular salary. The absence of the employee for the purpose of performing jury service shall be deemed to be an authorized absence with pay within the meaning of LAAC Section 4.75.
- B. During the time the employee is actually reporting to the Court for jury service, the head of the department, office or bureau or his/her designate will convert the employee's usual shift to a regular five-day, Monday through Friday day shift. However, employees may choose to remain on an alternative work schedule (9/80, 4/10, or 3/12) or on an off-watch schedule during jury service with the understanding that jury service on a regularly scheduled day off (RDO) will not be compensated. Employees must report for work on any day of his/her converted shift that he/she is not required by the Court to perform jury service.
- C. Compensation for mileage paid by the courts for jury service shall be retained by the employee.
- D. Employees performing jury service on a designated City holiday shall be compensated for the designated City holiday; additional time off for that holiday shall not be provided.

ARTICLE 7.2 CIVIC DUTY

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

ARTICLE 7.3 EMPLOYMENT OPPORTUNITIES

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

ARTICLE 8.0 RETIREMENT

ARTICLE 8.1 RETIREMENT BENEFITS

A. BENEFITS

- 1. Effective July 1, 2011, for all Tier I employees regardless of their date of hire, the Tier I retirement formula and a flat-rated employee retirement contribution of seven percent (7%) was implemented and shall be continued. The employee retirement contribution rate shall return to six percent (6%) in accordance with the Early Retirement Incentive Program (ERIP) agreement dated October 26, 2009 and LAAC Section 4.1033, which provides that this seven percent (7%) employee retirement contribution will continue until June 30, 2026, or until the ERIP cost obligation is fully paid, whichever comes first.
- 2. For employees hired on or after the date of adoption of the Ordinance implementing LACERS Tier 3, the retirement formula for LACERS Tier 3 and a flat-rated employee retirement contribution of seven percent (7%) shall be continued during the term of the MOU.

B. RETIREE HEALTH BENEFITS

- 1. There is currently in effect a retiree health benefit program for retired members of LACERS under LAAC Division 4, Chapter 11. All covered employees who are members of LACERS, regardless of retirement tier, shall contribute to LACERS four percent (4%) of their pre-tax compensation earnable toward vested retiree health benefits as provided by this program.

The retiree health benefit available under this program is a vested benefit for all covered employees who make this contribution, including employees enrolled in LACERS Tier 3.

2. With regard to LACERS Tier 1, as provided by LAAC Section 4.1111, the monthly Maximum Medical Plan Premium Subsidy, which represents the Kaiser 2-party non-Medicare Part A and Part B premium, is vested for all members who made the additional contributions authorized by LAAC Section 4.1003(c).
3. Additionally, with regard to Tier 1 members who made the additional contribution authorized by LAAC Section 4.1003(c), the maximum amount of the annual increase authorized in LAAC Section 4.1111(b) is a vested benefit that shall be granted by the LACERS Board.
4. With regard to LACERS Tier 3, the Implementing Ordinance shall provide that all Tier 3 members shall contribute to LACERS four percent (4%) of their pre-tax compensation earnable toward vested retiree health benefits, and shall amend LAAC Division 4, Chapter 11 to provide the same vested benefits to all Tier 3 members as currently are provided to Tier 1 members who make the same four percent (4%) contribution to LACERS under the retiree health benefit program.
5. The entitlement to retiree health benefits under this provision shall be subject to the rules under LAAC Division 4, Chapter 11 in effect as of the effective date of this provision, and the rules placed into LAAC Division 4, Chapters 10 and 11, with regard to Tier 3, by the Implementing Ordinance.
6. As further provided herein, the amount of employee contributions is subject to bargaining in future MOU negotiations.
7. The vesting schedule for the Maximum Medical Plan Premium Subsidy for employees enrolled in LACERS Tier 1 and LACERS Tier 3 shall be the same.
8. Employees whose Health Service Credit, as defined in LAAC Division 4, Chapter 11, is based on periods of part-time and less than full-time employment, shall receive full, rather than prorated, Health Service Credit for periods of service. The monthly retiree medical subsidy amount to which these employees are entitled shall be prorated based on the extent to which their service credit is prorated due to their less than full time status.

C. PROCEDURE FOR BENEFITS MODIFICATIONS

1. Proposals for major retirement benefit modifications will be negotiated in joint meetings with the certified employee organizations whose

memberships will be directly affected. Agreements reached between Management and organizations whereby a majority of the members in LACERS are affected shall be recommended to the City Council by the CAO as affecting the membership of all employees in LACERS. Such modifications need not be included in the MOU in order to be considered appropriately negotiated.

2. Proposals for minor benefit modifications and technical changes will be considered and reported on as appropriate, but no more than once a year, in a report from the CAO to the City Council. Affected organizations shall be given the opportunity to review the proposed minor changes prior to the release of the report, and their views shall be included in the report.
3. If agreement is not reached between Management and the organizations representing a majority of the members in LACERS as to whether a particular proposal constitutes either a major or a minor modification, the proposal shall be treated as a major modification.

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. 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 9.0 MISCELLANEOUS

ARTICLE 9.1 LICENSE FEES

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

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

ARTICLE 9.2 PUBLIC OFFICER DESIGNATION

In accordance with Los Angeles Municipal Code Sections 80.00 and 80.01.1, employees in the classifications of Traffic Officer, Code 3214, and Security Officer, Code 3181, who are deputized by ordinance to write parking citations shall have the power, authority and immunity of a public officer or employee pursuant to State of California Penal Code Section 836.5.

ARTICLE 9.3 DEFINITION OF EMERGENCY

For the purpose of administering the provisions of this MOU, an emergency shall be defined as an occurrence, situation, or condition that could not have been reasonably foreseen or anticipated.

ARTICLE 10.0 UNION RELEASE TIME

The appointing authority may grant to elected officers or appointed representatives of the Union time off for Union representation activities. Release time under this Article shall be allowed for no more than one (1) employee in a department or Public Works Bureau shall be designated for this purpose, with a total of no more than eleven (11) employees for all SEIU bargaining units (4, 8, 14, 15, 17, 18, 36, 63, and 64).

- A. The Union shall submit a written request for release of an employee to that employee's Department Management, which shall include a list of all employees currently on release time for these Units. Such request shall be submitted at least 21 calendar days prior to the effective release date, specifying the starting and ending dates of release. The Union shall provide a copy of said request to the CAO. The employee shall fill out any necessary paperwork required by Management for his/her release.
- B. Whenever operationally feasible, the Department shall grant the time off request. When it is not possible to immediately grant the request, the Department shall

provide an explanation in writing and specify a date when the employee can be released.

- C. Release time shall be granted for a maximum of one year in any three-year period unless additional time is approved by the CAO and the affected departments.
- D. Employees shall be paid the employee's current salary by the City while the employee is performing these duties for the Union.
- E. Employees shall retain all of their existing benefits, including, but not limited to medical, dental, deferred compensation plan, retirement benefits and seniority accrual in their civil service class.
- F. The Union shall reimburse the City for all salary and benefits costs incurred as a result of release time, including but not limited to, vacation, sick leave, compensated time off, retirement, short-term disability, life insurance, medical, dental and workers' compensation. The benefits cost shall be based on the benefits rates established by the CAO as contained in the City Budget in effect during the period of release time, and the cost of other benefits approved by the JLMBC that become effective during this period.
- G. Payment of any overtime worked while on release time shall be the responsibility of the Union.
- H. The CAO shall bill the Union and Union shall make payments to the CAO of all reimbursable costs identified in Sections F and G above.
- I. An employee on release time shall submit weekly timesheets signed by the employee and the Union (General Manager or his/her designee) to their respective Personnel Director specifying the number of hours worked and use of any sick leave, vacation time or compensated time off.
- J. Should an employee incur a work-related injury while on release time, he/she shall remain on release time with the Union during the period of injury-on-duty (IOD), or until the release time has ended, and shall continue to be counted in determining the eleven (11) employee maximum, as provided for above. The Union will reimburse the City for all IOD and Workers' Compensation related costs.
- K. When the employee returns from release time, he/she shall return to his/her civil service classification and pay grade at the time of release.
- L. The employee must have passed probation in his/her current class to be eligible for release time.
- M. The Union shall indemnify, defend and hold the City and its officers and employees harmless against any and all claims, suits, demands or other forms of liability that

might arise out of or result from any action taken by an employee in the service of the Union.

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

ARTICLE 11.0 SERVICE AND WORKFORCE

ARTICLE 11.1 SERVICE AND WORKFORCE RESTORATION

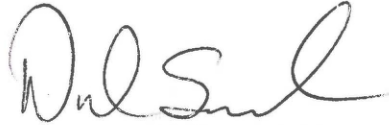
- A. The City and the Union will mutually designate trainee-level positions and design training programs for targeted entry-level Civil Service classifications including, but not limited to:

<u>Classification Title</u>	<u>Class Code</u>
Animal License Canvasser	4330

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

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

FOR THE UNION:

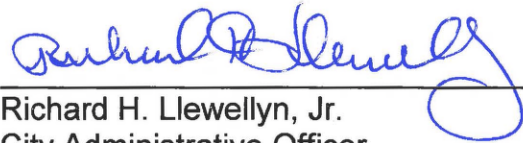


David Sanders
Regional Director, SEIU

7/25/2019

Date

FOR THE CITY:



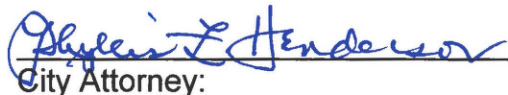
Richard H. Llewellyn, Jr.
City Administrative Officer

7/29/19

Date

Bargaining Unit Chair, MOU 18

As to form and Legality:


City Attorney:

7/28/19

Date

MOU 18
Appendix A
Operative on July 1, 2018

CLASS CODE	TITLE	RANGE	ANNUAL COMPENSATION			
			STARTING		MAXIMUM	
			STEP	SALARY	STEP	SALARY
4311-1	Animal Control Officer I	2162	2	\$ 46,374	--	12 \$ 67,818
4311-2	Animal Control Officer II	2284	2	\$ 49,005	--	12 \$ 71,618
4330-0	Animal License Canvasser	1504	2	\$ 32,259	--	12 \$ 47,209
3211-0	Detention Officer	2233	2	\$ 47,898	--	12 \$ 70,052
2420-1	Open Water Lifeguard I					\$26.41/HR
2420-2	Open Water Lifeguard II					\$30.17/HR
1966-0	Park Ranger	2431	2	\$ 52,158	--	12 \$ 76,274
2413-0	Pool Lifeguard					\$17.81/HR
3207-0	Property Officer	2112	2	\$ 45,309	--	12 \$ 66,231
2409-0	Seasonal Pool Manager I					\$21.35/HR
2408-0	Seasonal Pool Manager II					\$28.05/HR
3199-0	Security Aide	1562	2	\$ 33,512	--	12 \$ 48,984
3181-0	Security Officer	1927	2	\$ 41,342	--	12 \$ 60,405
3214-1	Traffic Officer I	1633	8	\$ 45,936	--	12 \$ 51,197
3214-2	Traffic Officer II	2131	2	\$ 45,727	--	12 \$ 66,857
3214-3	Traffic Officer III	2248	2	\$ 48,232	--	12 \$ 70,490

MOU 18
Appendix B
Operative on October 28, 2018

CLASS CODE	TITLE	RANGE	ANNUAL COMPENSATION			
			STARTING		MAXIMUM	
			STEP	SALARY	STEP	SALARY
4311-1	Animal Control Officer I	2225	2	\$ 47,731	--	12 \$ 69,780
4311-2	Animal Control Officer II	2350	2	\$ 50,425	--	12 \$ 73,685
4330-0	Animal License Canvasser	1550	2	\$ 33,261	--	12 \$ 48,587
3211-0	Detention Officer	2299	2	\$ 49,318	--	12 \$ 72,077
2420-1	Open Water Lifeguard I					\$27.18/HR
2420-2	Open Water Lifeguard II					\$31.04/HR
1966-0	Park Ranger	2502	2	\$ 53,682	--	12 \$ 78,487
2413-0	Pool Lifeguard					\$18.33/HR
3207-0	Property Officer	2173	2	\$ 46,625	--	12 \$ 68,173
2409-0	Seasonal Pool Manager I					\$21.97/HR
2408-0	Seasonal Pool Manager II					\$28.86/HR
3199-0	Security Aide	1607	2	\$ 34,472	--	12 \$ 50,425
3181-0	Security Officer	1982	2	\$ 42,532	--	12 \$ 62,180
3214-1	Traffic Officer I	1679	8	\$ 47,251	--	12 \$ 52,680
3214-2	Traffic Officer II	2195	2	\$ 47,084	--	12 \$ 68,799
3214-3	Traffic Officer III	2312	2	\$ 49,610	--	12 \$ 72,537

MOU 18
Appendix C
Operative on July 7, 2019

CLASS CODE	TITLE	RANGE	ANNUAL COMPENSATION				
			STARTING			MAXIMUM	
			STEP	SALARY		STEP	SALARY
4311-0	Animal Control Officer	2350	2	\$ 50,425	--	12	\$ 73,685
4330-0	Animal License Canvasser	1550	2	\$ 33,261	--	12	\$ 48,587
3211-0	Detention Officer	2299	2	\$ 49,318	--	12	\$ 72,077
2420-1	Open Water Lifeguard I						\$27.18/HR
2420-2	Open Water Lifeguard II						\$31.04/HR
1966-0	Park Ranger	2502	2	\$ 53,682	--	12	\$ 78,487
2413-0	Pool Lifeguard						\$18.33/HR
3207-0	Property Officer	2299	4	\$ 52,074	--	12	\$ 72,077
2409-0	Seasonal Pool Manager I						\$21.97/HR
2408-0	Seasonal Pool Manager II						\$28.86/HR
3199-0	Security Aide	1607	2	\$ 34,472	--	12	\$ 50,425
3181-0	Security Officer	1982	2	\$ 42,532	--	12	\$ 62,180
3214-1	Traffic Officer I	1679	8	\$ 47,251	--	12	\$ 52,680
3214-2	Traffic Officer II	2195	2	\$ 47,084	--	12	\$ 68,799
3214-3	Traffic Officer III	2312	2	\$ 49,610	--	12	\$ 72,537

MOU 18
Appendix D
Operative on January 19, 2020

CLASS CODE	TITLE	RANGE	ANNUAL COMPENSATION				
			STARTING			MAXIMUM	
			STEP	SALARY		STEP	SALARY
4311-0	Animal Control Officer	2414	2	\$ 51,782	--	12	\$ 75,710
4330-0	Animal License Canvasser	1592	2	\$ 34,159	--	12	\$ 49,924
3211-0	Detention Officer	2360	2	\$ 50,634	--	12	\$ 74,061
2420-1	Open Water Lifeguard I						\$27.93/HR
2420-2	Open Water Lifeguard II						\$31.89/HR
1966-0	Park Ranger	2572	2	\$ 55,185	--	12	\$ 80,659
2413-0	Pool Lifeguard						\$18.83/HR
3207-0	Property Officer	2360	4	\$ 53,473	--	12	\$ 74,061
2409-0	Seasonal Pool Manager I						\$22.57/HR
2408-0	Seasonal Pool Manager II						\$29.65/HR
3199-0	Security Aide	1652	2	\$ 35,433	--	12	\$ 51,803
3181-0	Security Officer	2036	2	\$ 43,680	--	12	\$ 63,892
3214-1	Traffic Officer I	1726	8	\$ 48,566	--	12	\$ 54,120
3214-2	Traffic Officer II	2253	2	\$ 48,337	--	12	\$ 70,699
3214-3	Traffic Officer III	2376	2	\$ 50,968	--	12	\$ 74,541

MOU 18
Appendix E
Operative on January 31, 2021

CLASS CODE	TITLE	RANGE	ANNUAL COMPENSATION				
			STARTING			MAXIMUM	
			STEP	SALARY		STEP	SALARY
4311-0	Animal Control Officer	2462	2	\$ 52,826	--	12	\$ 77,235
4330-0	Animal License Canvasser	1624	2	\$ 34,848	--	12	\$ 50,988
3211-0	Detention Officer	2408	2	\$ 51,657	--	12	\$ 75,543
2420-1	Open Water Lifeguard I						\$28.49/HR
2420-2	Open Water Lifeguard II						\$32.53/HR
1966-0	Park Ranger	2623	2	\$ 56,271	--	12	\$ 82,267
2413-0	Pool Lifeguard						\$19.21/HR
3207-0	Property Officer	2408	4	\$ 54,538	--	12	\$ 75,543
2409-0	Seasonal Pool Manager I						\$23.02/HR
2408-0	Seasonal Pool Manager II						\$30.24/HR
3199-0	Security Aide	1684	2	\$ 36,122	--	12	\$ 52,847
3181-0	Security Officer	2078	2	\$ 44,578	--	12	\$ 65,166
3214-1	Traffic Officer I	1760	8	\$ 49,506	--	12	\$ 55,206
3214-2	Traffic Officer II	2300	2	\$ 49,339	--	12	\$ 72,119
3214-3	Traffic Officer III	2424	2	\$ 52,012	--	12	\$ 76,024

MOU 18
Appendix F
Operative on June 20, 2021

CLASS CODE	TITLE	RANGE	ANNUAL COMPENSATION				
			STARTING			MAXIMUM	
			STEP	SALARY		STEP	SALARY
4311-0	Animal Control Officer	2511	2	\$ 53,870	--	12	\$ 78,780
4330-0	Animal License Canvasser	1658	2	\$ 35,579	--	12	\$ 52,012
3211-0	Detention Officer	2455	2	\$ 52,680	--	12	\$ 77,047
2420-1	Open Water Lifeguard I						\$29.06/HR
2420-2	Open Water Lifeguard II						\$33.18/HR
1966-0	Park Ranger	2676	2	\$ 57,420	--	12	\$ 83,958
2413-0	Pool Lifeguard						\$19.59/HR
3207-0	Property Officer	2455	4	\$ 55,603	--	12	\$ 77,047
2409-0	Seasonal Pool Manager I						\$23.48/HR
2408-0	Seasonal Pool Manager II						\$30.84/HR
3199-0	Security Aide	1718	2	\$ 36,853	--	12	\$ 53,912
3181-0	Security Officer	2118	2	\$ 45,434	--	12	\$ 66,461
3214-1	Traffic Officer I	1795	8	\$ 50,529	--	12	\$ 56,313
3214-2	Traffic Officer II	2345	2	\$ 50,299	--	12	\$ 73,560
3214-3	Traffic Officer III	2472	2	\$ 53,035	--	12	\$ 77,548

SALARY NOTES

All bonuses are calculated on the employees Base Pay

- A. Employees in the class of Traffic Officer II, Code 3214-2, who have been designated and assigned by management to act as "Training Officers," shall receive compensation at two (2) premium levels above the appropriate step on the salary range prescribed for the class for any day on which they perform training duties more than fifty percent (50%) of the day. (Non-pensionable)
- B. Employees in the class of Security Officer, Code 3181, who are assigned to write parking citations more than fifty percent (50%) of their workday, shall receive, in addition to all other regular or premium compensation, compensation at two (2) premium levels above the appropriate step on the salary range prescribed for the class for any day so assigned. (Non-pensionable)
- C. Employees in the class of Security Officer, Code 3181, who are regularly assigned to perform traffic control duties for the Los Angeles World Airports, including the writing of parking citations, shall receive compensation at four (4) premium levels above the appropriate step on the salary range prescribed for the class. These provisions shall not apply concurrently with the provisions of Salary Note B. (Pensionable)
- D. Subject to the availability of Federal funds for reimbursement, non-supervisory employees covered by this MOU who are assigned, on a daily basis, i.e., more than fifty percent (50%) of the work shift to train, mentor, lead or otherwise orient Vocational Workers, shall be compensated at two (2) premium levels above the appropriate step on the salary range prescribed for the class. (Non-pensionable)
- E. Aquatics Uniforms: All employees of the Department of Recreation and Parks, Aquatics Division shall be issued these uniforms upon hire and annually thereafter: two (2) pairs of stenciled trunks (either board shorts or volley shorts), two (2) stenciled short-sleeved tee shirts, and one (1) windbreaker. Female employees shall receive one (1) fully lined one-piece bathing suit in addition to the above-listed uniform items. In addition to the above, all open water personnel shall also be provided one "wear-guard" jacket to be replaced when no longer serviceable.
- F. Any Aquatics Division employees in the Department of Recreation and Parks, regardless of status, should be compensated for attendance at all mandatory trainings.
- G. Employees of the Department of Recreation and Parks, Aquatics Division who are assigned or required to work on rescue boats shall receive their regular base salary for any hours spent attending small craft operations training approved by the department.

- H. Each current and newly hired Property Officer in the Los Angeles Police Department shall be issued one (1) medium weight jacket approved by the Department's Uniform Committee.
- I. Open Water Lifeguard I/II, Code 2420-1/-2, and Pool Lifeguard, Code 2413, employed in the Department of Recreation and Parks when required by Management, shall receive their hourly compensation when attending Emergency Medical Technician certification training.
- J. All persons in the classifications of Pool Lifeguard, Code 2413, and Open Water Lifeguard I/II, Code 2420-1/-2, shall receive a non-pensionable one hundred and fifty dollars (\$150.00) annual allowance for the maintenance, repair and replacement, as necessary, of equipment which may include, but is not limited to, shorts, t-shirts, sunglasses, sandals, hats, and/or required watches. This allowance shall be paid by the department to new, returning and existing persons in the classification not earlier than the month of May and not later than the first pay period in July of each calendar year during the term of this contract.
- K. Detention Officers, Code 3211, who possess a Class B Driver's License shall receive one premium level (2.75%) above their base wage per day when assigned to transport arrestees. (Non-pensionable)
- L. Effective July 7, 2019, Detention Officer, Code 3211, and Property Officer, Code 3210, regularly assigned to work on the floor in a jail facility and when in direct contact with inmate(s) shall receive a two premium level (5.5%) pensionable bonus or a twenty dollar (\$20.00) daily, non-pensionable bonus, above the appropriate step on the salary range for the class for each day so assigned.
- M. Effective July 7, 2019, Property Officer, Code 3210, regularly assigned to an Area Property Room shall receive an additional pensionable compensation of one hundred and fifty dollars (\$150.00) bi-weekly or twenty dollars (\$20.00) daily, non-pensionable, above the appropriate step on the salary range for the class for each day so assigned.
- N. Effective January 19, 2020, employees in the classification of Detention Officer, Code 3211, with five consecutive years assigned to Los Angeles Police Department shall receive an additional pensionable compensation of a two premium level (5.5%) bonus above the appropriate step on the salary range for the class. Any employee who leaves the classification and/or Department is no longer entitled to receive the additional compensation.
- O. Effective January 19, 2020, employees in the classification of Property Officer, Code 3210, with five consecutive years assigned to Los Angeles Police Department shall receive an additional pensionable compensation of a two premium level (5.5%) bonus above the appropriate step on the salary range for the

class. Any employee who leaves the classification and/or Department is no longer entitled to receive the additional compensation.

- P. Effective January 19, 2020, all persons in the classification Security Officer, Code 3181, assigned to Los Angeles World Airports with five consecutive years shall receive an additional pensionable compensation of a two premium level (5.5%) bonus above the appropriate step on the salary range for the class. Any employee who leaves the classification and/or Department is no longer entitled to receive the additional compensation.
- Q. Employees in the Department and classifications listed below who meet the months of completed service requirement shall receive a non-pensionable Longevity Bonus as follows:

Effective January 19, 2020:

Class Code	Class Title	Department	Required Months of Completed Service	Per Pay Period
3181	Security Officer	LAPD	12	\$25.00

Any employee who leaves the classification and/or Department is no longer entitled to receive the additional compensation.

Effective January 17, 2021:

Class Code	Class Title	Department	Required Months of Completed Service	Per Pay Period
3181	Security Officer	LAPD	60	\$25.00

Any employee who leaves the classification and/or Department is no longer entitled to receive the additional compensation.

- R. Effective July 7, 2019, Los Angeles World Airports Security Officer, Code 3181, assigned to the Security Access Control Unit, shall receive an additional pensionable compensation of one premium level (2.75%) above the appropriate step on the salary range for the class when regularly assigned to inspect vehicles and equipment for potential explosives. (Pensionable when assigned regularly; non-pensionable when assigned on a daily basis.)
- S. Effective July 7, 2019, Traffic Officer I, II, III, Code 3214 -1/-2/-3, when assigned to direct traffic, shall receive an additional daily non-pensionable hazardous duty pay of two premium levels (5.5%) above the appropriate step on the salary range for the class for each day so assigned.
- T. Effective July 7, 2019, Traffic Officer I, II, III, Code 3214 -1-2/-3, when assigned to work a Special Event during an employee's off duty hours (Non FLSA work schedule), such employee shall receive additional daily non-pensionable bonus of

seventy five dollars (\$75.00) above the appropriate step on the salary range for the class for each day so assigned for each special event.

(Employees can receive salary notes S and T concurrently).

- U. Effective July 7, 2019, Traffic Officer I, II, III, Code 3214 -1/-2/-3, regularly assigned to direct traffic for City programs related to cleaning activities associated with homeless encampments or illegal dumping shall receive additional pensionable compensated at two premium levels (5.5%) above the appropriate step on the salary range for the class for each day so assigned.

(Employees shall not receive salary notes S and U concurrently).

ATTACHMENT 1

Class Code	Title	Department(s)	Assignment(s)
3150	Assistant Tree Surgeon	Street Services, Recreation & Parks	All
1485	Bindery Equipment Operator	General Services	Operating a B26 Stahl Folder or Bourg Collator daily
1494	Printing Press Operator	General Services	Operating a Roland-Parva 4-Color Printer
8523	Maintenance Assistant	Airports Street Services	Airfield Cleaning (daily) & Asphalt Crew at Airport; CTA/Concrete, Street and Sidewalk Cleaning at Airport; Resurfacing Crews at Street Services.
3112	Maintenance Laborer	Airports Street Services	Airfield Cleaning (daily), Airfield Painting & Asphalt Crew at Airport; CTA/Concrete, Street and Sidewalk Cleaning at Airport; resurfacing crews at Street Services
3115	Maintenance & Construction Helper	Airports, Street Services	Airfield Cleaning(daily), Recycling & Asphalt Crews, Airfield Painting at Airport; CTA/Concrete, Street and Sidewalk Cleaning at Airport; resurfacing crews at Street Services.
3141	Gardener Caretaker	Airports	Operating a Ransome 1999 ZT100 series riding mower, day shift Landscape/CTA, Westchester C& M, Parking/CTA, Mow & Edge Crew, Administration
3151	Tree Surgeon Assistant	Street Services, Recreation & Parks	All
3156	Custodian	Airports	Operating mechanical floor equipment; street and sidewalk assignment at LAX terminals
3173	Window Cleaner	Airports	All
3174-A	Senior Window Cleaner	Airports	All
3181	Security Officer	Airports LAPD	LAX Traffic Control Day Shift and PM shift Daily at LAPD Helipad
3421	Traffic Painter & Sign Poster I, II & III	Airports	Airfield painting
3503	Compressor Operator	Street Services	Resurfacing crews
3523	Light Equipment Operator	Recreation & Parks	When operating a Toro 580D & GM5900 mowers

Class Code	Title	Department(s)	Assignment(s)
3525	Equipment Operator	Airports, Street Services	Recycling & Asphalt Crew at Airport; resurfacing crews at Street Svs.
3531	Garage Attendant	LAPD	At the LAPD Helipad
3557	Truck Crane Oiler	Street Services	Resurfacing crews
3558	Power Shovel Operator	Street Services, Harbor	St. Svc. Resurfacing crews; Harbor
3583	Truck Operator	Street Services	Resurfacing crew
3584	Heavy Duty Truck Operator	Airports, Street Services	Recycling & Asphalt Crews at Airport; resurfacing crews at Street Svs.
3585	Motor Sweeper Operator	Airports, Street Services	Operating M9A Sweeper at Airport, or on street resurfacing crews at Street Svs.
3588	Bus Operator	Airports	Operating bus with no A/C (daily)
3704	Auto Body Builder & Repairer	Airports, GSD	All
3796	Welder	All Departments	All
4143	Asphalt Plant Operator	Street Services	Resurfacing crews
4150	Street Services Worker, Street Maintenance Worker	Airports and Street Services	Asphalt Crew at Airports; resurfacing crews at Street Svs.
3711	Equipment Mechanic	GSD	Area 1
3727-6	Tire Repairer	GSD	Tire Repair Shop

LETTER OF AGREEMENT

2015-2021 MEMORANDUM OF UNDERSTANDING NO. 18

DETENTION OFFICERS ALTERNATIVE WORK SCHEDULE CUSTODY SERVICES LOS ANGELES POLICE DEPARTMENT

ARTICLE I. PURPOSE

The parties agree to the following terms and conditions as they apply to Detention Officers in the Custody Services Division of the Los Angeles Police Department. This Agreement will serve to modify the work hours and working conditions to implement an Alternative Work Schedule (AWS) for Detention Officers represented by SEIU, Local 721, Safety/Security Unit (MOU 18).

ARTICLE II. LIMITATIONS

- A. The Union acknowledges that Management has adopted the partial overtime exemption of 29 United States Code (U.S.C) § 207(k) for employees entitled to receive overtime pursuant to MOU 18.
- B. This Agreement shall apply only to Detention Officers represented under MOU 18.
- C. This Agreement establishes a schedule of ten-hour (10) and twelve-hour (12) shifts for Detention Officers assigned to the Custody Services Division in all assignments excluding "Administrative" positions. Management reserves the right to identify "Administrative" positions.
- D. Management reserves the right to discontinue AWS at the conclusion of any deployment period (DP). The Union agrees that Management has no obligation to meet and confer in advance of the implementation of that decision to discontinue AWS, provided that Management shall give the Union one DP notice of the change and such notice shall include the scheduling system to be implemented. However, this waiver does not prevent the parties from engaging in the meet and confer process regarding the impact of that Management decision following the implementation of the change.
- E. Additionally, it shall be the sole discretion of Management to modify the AWS. However, if the modifications involve changes in hours and other terms and conditions of employment, Management shall meet and confer with the Union. Management will not discontinue a portion (one or more Areas) of AWS while the remaining portion continues.
- F. In the event of a decision to discontinue the AWS, Management agrees to notify affected personnel and the Union one DP in advance. Notification shall be made

by the last Friday of the DP prior to the DP at the end of which the AWS will be discontinued. Under such circumstances, the current scheduling policy shall be reinstated if changed to accommodate the AWS.

- G. All provisions of this Agreement are created solely for and specifically apply to the AWS shall be null and void if the AWS is terminated. Should Management provide additional benefits to employees in relation to the AWS, such benefits, whether specified or a practice, shall not be continued unless mutually agreed upon by Management and the Union.
- H. Except as modified by this Agreement, no provision of the current MOU 18 or Letters of Agreement are affected by this agreement. Unless modified by this Agreement, it is the intent of the parties to abide by articles and provisions of MOU 18 as they apply to the AWS except for provisions modified by this or future agreements specifically related to AWS.

ARTICLE III. TERM

The term shall commence on a date to be determined by Management.

ARTICLE IV. WORKING HOURS

- A. Except as otherwise provided for in MOU 18 and this Agreement, the 3/12 Plan requires Detention Officers to generally be scheduled to work 13 days consisting of 12-hour shifts totaling 156 hours in a twenty-eight (28) day deployment period. For timekeeping purposes, each employee assigned to work a 12-hour shift shall be scheduled for 4 hours of holiday time each DP. The 4 hours of holiday time shall be scheduled on the last regularly scheduled day off of the Deployment Period. Detention Officers will receive 4 hours of holiday time each DP and will not receive any of the holidays specified in Article 6.3 of MOU 18.
- B. A 4/10 schedule will be available on two mid-watches, deployment permitting, only at regional jails. Area jails will only be on the 3/12 schedule. Assignment of watches shall be at the discretion of the Commanding Officer of Custody Services Division. For employees working the 10-hour shift, each employee will generally be scheduled to work 15 days consisting of 10-hour shifts totaling 150 hours in a DP during the DPs with one scheduled holiday. It shall be Management's discretion to determine the DPs during which an employee must work 14 or 16 10-hour shifts. Employees working the 10-hour shift shall have holidays scheduled pursuant to days off in lieu of a holiday as specified on the annual deployment calendar. For timekeeping purposes, during any DP when an employee is scheduled to work 14 or 15 days, the employee shall be scheduled for 10-hour holidays.
- C. Administrative positions will either be scheduled on a 5/40 or 9/80 work schedule. Administrative positions are not exempt from 29 United States Code (U.S.C) § 207(k) and are, therefore, subject to all pertinent provisions of the FLSA.

- D. Under the AWS, an additional thirty (30) minutes will be added to each twelve-hour (12) shift to account for a 30-minute unpaid meal break.
- E. The starting time for each shift shall be at the discretion of the Commanding Officer of Custody Services Division.
- F. Under the AWS, employees on the 3/12 plan who are off for one full working day shall be reported as off for 12 hours. Employees on the 4/10 plan who are off for one full working day shall be reported as off for 10 hours. Employees on the 9/80 plan who are off for one full working day shall be reported as off for nine hours. Employees on the 5/40 plan who are off for one full working day shall be reported as off for 8 hours.
- G. When an employee is assigned to attend training and the training is less than 12 hours for employees on a 3/12 schedule or less than 10 hours for employees on a 4/10 schedule or less than 9 hours for employees on a 9/80 schedule, the employee shall promptly return to his/her division and work the remaining hours, or use vacation time or accumulated time off to cover the remaining hours, subject to advance management approval. At the discretion of the Commanding Officer of Custody Services Division or his or her designee, and after considering the impact on the Section's ability to adequately deploy personnel and accomplish its mission, the employee may work the remaining hours during the same DP.
- H. Employees working the 3/12 schedule shall not engage in any outside employment within twenty-four hours of beginning such shift or on a regularly scheduled work day. In accordance with LAPD Manual Section 3/744, any outside employment must first be approved by the Department.
- I. In order to avoid fatigue, employees working the 3/12 schedule will not be permitted to work more than four (4) days at a stretch.

ARTICLE V. TIMEKEEPING

Management may make corrections including the deduction of monies resulting from overpayments caused by the payroll system "smoothing"* process or from advance overtime overpayments without obtaining individual waivers from the affected employees. Management will notify the affected employee via e-mail of an overpayment prior to making any deductions to recover such overpayment. An employee who disputes the deduction must do so in writing or by e-mail to both the Commanding Officer of FOD and the Commanding Officer of the Jail Division within five days of being notified of the proposed deduction. FOD will conduct an investigation and inform the employee of FOD's determination within ten (10) days. Adjustments to the employees' pay shall be made during the following deployment period.

*"Smoothing" refers to paying employees for 80 hours in a pay period when they do not have 80 compensable hours. This is done in anticipation that they will have at least 160

compensated hours during that Deployment Period. Smoothing is also done in cases when employees work more than 80 hours in a pay period in anticipation that they will work 160 hours in a deployment period.

Note: When the payroll system makes it possible to do so, Management intends to start paying for overtime after a DP is completed rather than in each pay period, which results in the need to make corrections.

ARTICLE VI. OVERTIME

- A. Compensation for overtime shall be for all hours compensated in excess of 160 in a 28-day DP including all absences with pay authorized by law.
- B. Overtime compensation for all employees shall be in time off at the rate of "time and one-half" hours for each hour of overtime worked or in cash at one and one-half times the employee's regular rate of pay, at the discretion of Management.
- C. Overtime shall not include, and no compensation shall be granted for, the additional 30-minute meal period, unless such period is missed because an employee is requested and approved to work during that period.

ARTICLE VII. HOLIDAYS AND HOLIDAY PREMIUMS

- A. Employees who work on the following holidays in the prescribed watches shall receive "time-and-one-half" premium pay in lieu of their regular salary or equivalent time off at the employee's option:

New Year's Day	-	All Watches
Easter	-	All Watches
Memorial Day	-	All Watches
Independence Day	-	All Watches
Labor Day	-	All Watches
Thanksgiving	-	All Watches
Veterans Day	-	All Watches
Christmas Eve	-	Evening/Night Watches only
Christmas Day	-	All Watches
New Year's Eve	-	Evening/Night Watches only

For the purpose of this Article, "Evening/Night Watches" are defined as any watch commencing after 1400 hours and before 2400 hours.

- B. "Time-and-one-half" premium pay shall be submitted as straight time equal to one half of the hours worked for a maximum of six hours straight time. For example, employees assigned to a 10-hour shift will receive premium pay of 5 hours and employees assigned to a 12-hour shift will receive premium pay of 6 hours.

Premium pay shall not apply to overtime hours worked in excess of the normal tour of duty.

Employees called out or scheduled to work on an overtime basis during a shift specified for premium compensation are entitled to premium compensation as described in Article VII. paragraph B., above, in addition to the overtime compensation.

- C. Notwithstanding the previous language, whenever a special holiday is declared by proclamation of the Mayor with concurrence of the Council, the Chief of Police is hereby authorized to grant to each employee a day off with full pay. Such day off shall be in addition to any other day off authorized and granted each employee under the provisions of this agreement and the MOU and may be allowed either on the same day that is declared a special holiday by the Mayor and Council or on any subsequent day at the discretion of the Chief of Police.
- D. Effective upon implementation of the alternative work schedule, employees shall be entitled to the number of remaining holiday hours in lieu of holidays as designated on the Deployment Schedule for that calendar year.
- E. If the AWS discontinues employees will once again receive holidays in accordance with the MOU for the class. The employee's holidays will not be recalculated retroactively using the standard holidays per the MOU.

ARTICLE VIII. FLOATING HOLIDAYS

Detention Officers are not entitled to the Floating Holidays outlined in Article 6.3 A. 14 and Article 6.3 M. of MOU 18.

ARTICLE IX. BEREAVEMENT LEAVE

Detention Officers are entitled to three working days of bereavement leave in accordance with LAAC 4.127.1.

ARTICLE X. BID SYSTEM

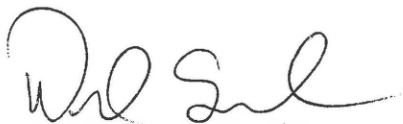
The existing bid system for days off will continue, with the Commanding Officer having final approval of deployment.

LETTER OF AGREEMENT

2015-2021 MEMORANDUM OF UNDERSTANDING NO. 18

**DETENTION OFFICERS ALTERNATIVE WORK SCHEDULE
CUSTODY SERVICES LOS ANGELES POLICE DEPARTMENT**

FOR THE UNION:

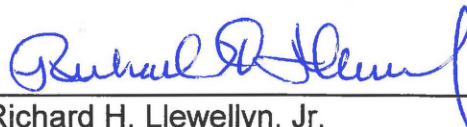


David Sanders
Regional Director, SEIU Local 721

7/25/2019

Date

FOR THE CITY:

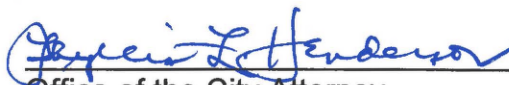


Richard H. Llewellyn, Jr.
City Administrative Officer

7/29/19

Date

As to Form and Legality:



Office of the City Attorney

7/29/19

Date

LETTER OF AGREEMENT

2018-2021 MEMORANDUM OF UNDERSTANDING NO. 18

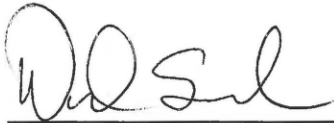
**WORKING CONDITIONS
(LOS ANGELES WORLD AIRPORTS)**

The undersigned parties agree that further discussion and review of working conditions will be undertaken by the Los Angeles World Airports (LAWA) to evaluate the working conditions of Security Officers (Class Code 3181) assigned to fixed post duties who work on, near, and/or around airfield operations at LAWA.

The purpose of the review will be to determine if noise decibels present a potential adverse working condition for employees assigned to the referenced work locations. If necessary, the findings may result in a meet and confer session between the department, the Union and the CAO as well as the possibility of reopening the MOU to address compensation for excessive noise conditions when assigned to specific work locations.

The parties shall meet within 60 days following City Council adoption of this MOU or another date mutually agreed upon by the parties.

FOR THE UNION:

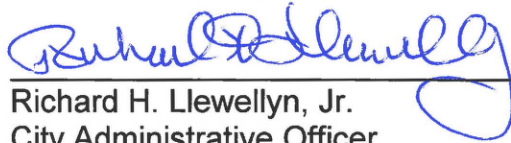


David Sanders
Regional Director, SEIU Local 721

7/25/2019

Date

FOR THE CITY:



Richard H. Llewellyn, Jr.
City Administrative Officer

7/29/19

Date

As to Form and Legality:



Office of the City Attorney

7/28/19

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.

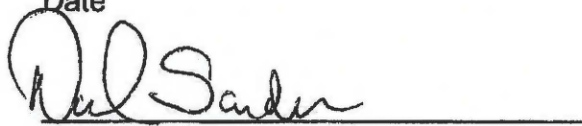
LETTER OF AGREEMENT
BETWEEN
THE COALITION OF LOS ANGELES CITY UNIONS
AND THE CITY OF LOS ANGELES

RELEASE TIME PILOT PROGRAM

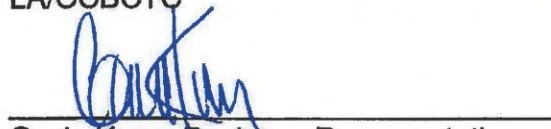
FOR THE COALITION:


Victor M. Gordo
LIUNA Local 777

6/21/2019
Date


David Sanders
SEIU Local 721

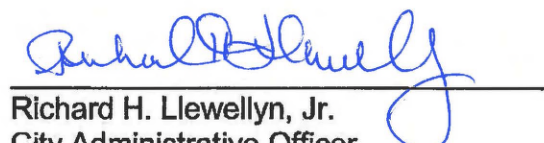

Chris Hannan, Council Representative
LA/OCBCTC


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


Steve Koffroth
AFSCME District Council 36

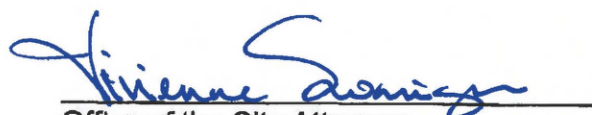

Carlos Rubio
Teamsters Local 911

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
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.

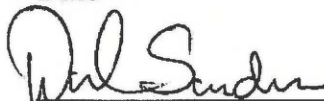
LETTER OF AGREEMENT
BETWEEN THE COALITION OF LOS ANGELES CITY UNIONS
AND THE CITY OF LOS ANGELES

UNION ACCESS TO NEW EMPLOYEE ORIENTATIONS

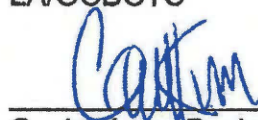
FOR THE COALITION:

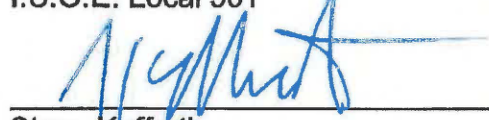

Victor M. Gordo
LIUNA Local 777

6/21/2019
Date


David Sanders
SEIU Local 721

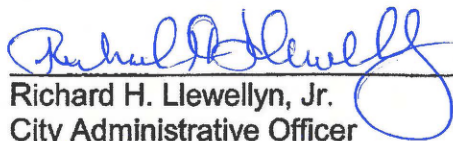

Chris Hannan, Council Representative
LA/OCBCTC


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

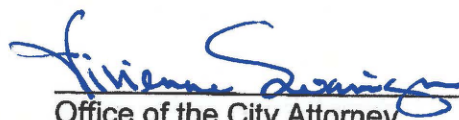

Steve Koffroth
AFSCME District Council 36


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