

**MEMORANDUM OF UNDERSTANDING  
FOR JOINT SUBMISSION TO THE CITY COUNCIL  
REGARDING THE CLERICAL AND  
SUPPORT SERVICES UNIT  
(MOU #3)**

**THIS MEMORANDUM OF UNDERSTANDING made and entered into  
this 4<sup>th</sup> day of December, 2015.**

**BY AND BETWEEN**

**THE CITY OF LOS ANGELES  
(hereinafter referred to as "Management")**

**AND**

**THE ALL CITY EMPLOYEES ASSOCIATION, Local 3090, AFSCME, AFL-CIO  
(hereinafter referred to as "Union")**

**July 1, 2015 through June 30, 2018**

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- Appendix A – Salaries effective July 1, 2015
- Appendix B – Salaries effective December 13, 2015
- Appendix C – Salaries effective June 25, 2017
- Appendix D – Salaries effective January 7, 2018
- Appendix E – Salary Notes
- Appendix F – 7(b) Work Period

### LETTERS OF INTENT

- Legal Secretary Classification Study

## **ARTICLE 1            RECOGNITION**

The ACEA, Local 3090, American Federation of State, County and Municipal Employees, (AFSCME), Council 36, AFL-CIO was certified on August 28, 1981, by the Employee Relations Board, as the majority representative of City employees in the Clerical and Support Services Unit. Management hereby recognizes ACEA, Local 3090, AFSCME (hereinafter referred to as "Union") as the exclusive representative of the employees in the Unit.

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

## **ARTICLE 2            IMPLEMENTATION OF MEMORANDUM OF UNDERSTANDING**

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

- A.     ACEA/AFSCME has notified the City Administrative Officer in writing that it has approved this MOU in its entirety, and
- B.     The City Council has approved this MOU in its entirety.

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

## **ARTICLE 3            PARTIES TO MEMORANDUM OF UNDERSTANDING**

This MOU is entered into on December 4, 2015, between the City Administrative Officer, as authorized management representative of the City, and the authorized management representatives of the Departments employing members of this bargaining unit, (hereinafter referred to as "Management"), and authorized representatives of the All City Employees Association, Local 3090, AFSCME (hereinafter referred to as "Union") as the exclusive recognized employee organization for the Clerical and Support Services Unit.

## **ARTICLE 4            UNIT MEMBERSHIP LIST**

Management will provide the Union in writing, within thirty (30) days from the effective date of this MOU and each 30 days thereafter an alphabetized list of employees subject to this MOU, of such employee's name, employee number, class title, class code, Union

membership status, and location by department and division, as applicable. Home addresses shall be provided within 60 days from the effective date of this MOU and each 90 days thereafter.

## **ARTICLE 5           NONDISCRIMINATION**

The parties mutually reaffirm their respective policies of nondiscrimination in the treatment of any employee because of race, religion, color, gender, sexual orientation, marital status, age, disability, union activity, national origin, creed or ancestry.

In accordance with this policy, Management agrees that no employee shall be interfered with, intimidated, restrained, coerced or discriminated against because of the exercise of his/her rights granted pursuant to Section 4.857 of the Employee Relations Ordinance.

In accordance with the above policy, Union agrees not to discriminate against an employee because of the exercise of his/her rights granted pursuant to Section 4.857 of the Employee Relations Ordinance, or with respect to admission to membership, and the rights of membership.

## **ARTICLE 6           BULLETIN BOARDS**

### **Section I**

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

- A. Notices of Union meetings.
- B. Notices of Union elections and their results.
- C. Notices of Union recreational and social events.
- D. Notices of official Union business.
- E. Any other communication which has received the prior approval of the head of the department, office or bureau or his/her designated representative.
- F. Each department, office or bureau agrees to provide to Union a list of all bulletin board locations.

### **Section II**

All notices or other communications shall be identified with an official stamp of Union. Union shall place a removal date on all notices and other communications. If requested by Management all notices and other communications shall be submitted to the designated representative of management prior to posting; posting will occur within 24 hours of submission.

## **ARTICLE 7                    AGENCY SHOP FEES - PAYROLL DUES AND DEDUCTIONS**

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

### **A.        DUES/FEES**

1.     a.     Each employee in this Unit who is not on unpaid leave of absence shall, as a condition of continued employment, after the first thirty (30) calendar days of employment, become a member of ACEA, Local 3090, American Federation of State, County and Municipal Employees (hereinafter referred to collectively as Union), or pay said Union a service fee in an amount not to exceed periodic dues and general assessments of the Union for the term of this MOU, provided, however, that said fee shall not be assessed in any biweekly pay period in which the affected employee is not paid a minimum of 20 hours. Such amounts shall be determined by the Union and implemented by the City in the first payroll period, which starts 30 calendar days after written notice of the new amount is received by the Controller.
- b.     Employees who are members of the Union prior to (1) starting an unpaid leave of absence, or (2) otherwise going on inactive status due to lack of scheduled hours, shall be reinstated as Union members with automatic dues deduction immediately upon their return to work.
2.     Notwithstanding any provisions below and of Article 2, Section 4.203 of the Los Angeles Administrative Code (LAAC) to the contrary, during the term of this MOU, payroll deductions requested by an employee in this Unit for the purpose of becoming a member and/or to obtain benefits offered by any qualified organization other than Union, will not be accepted by the Controller. For the purpose of this provision qualified organization means any organization of employees whose responsibility or goal is to represent employees in the City's meet and confer process.
3.     Any employees in this Unit who have authorized Union dues deductions on the effective date of this MOU or at any time subsequent to the effective date of this MOU shall continue to have such dues deductions made by the City during the term of this MOU; provided, however, that any employee in the Unit may terminate such Union dues during the thirty-day period commencing ninety days before the expiration of the MOU by notifying the Union of their termination of Union dues deduction. Such notification shall be by certified mail and should be in the form of a letter

containing the following information: employee name, employee number, job classification, department name and name of Union from which dues deductions are to be cancelled. The Union will provide to the City with the appropriate documentation to process these membership dues cancellations within ten (10) business days after the close of the withdrawal period.

4. The CAO and the Union shall jointly notify all new members of the Unit that they are required to pay dues or a service fee as a condition of continued employment and that such amounts will be automatically deducted from their paychecks. The religious exclusion will also be explained. The cost of this communication and the responsibility for its distribution shall be borne by the City.

**B. EXCEPTIONS**

1. Management, Supervisory or Confidential Employees

The provisions of this article shall not apply to management, confidential, or supervisory employees.

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

"Supervisory employee" means any individual, regardless of the job description or title, having authority, in the interest of the employer, to hire, transfer, suspend, lay off, recall, promote, discharge, assign, reward, or discipline other employees, or responsibility to direct them, or to adjust their grievances, or effectively to recommend such action, if, in connection with the foregoing, the exercise of such authority is not of a merely routine or clerical nature, but requires the use of independent judgment. Employees whose duties are substantially similar to those of their subordinates shall not be considered to be supervisory employees.

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

2. Religious Objections

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

C. MANAGEMENT RESPONSIBILITIES

1. The Controller shall cause the amount of the dues or service fee to be deducted from twenty-four (24) biweekly payroll checks of each employee in this unit as specified by the Union under the terms contained herein. "Dues," as distinct from "service fee," shall be the result of voluntary consent in the form of a payroll deduction card signed by the individual employee.
  - a. Remittance of the aggregate amount of all dues, fees and other proper deductions made from the salaries of employees hereunder shall be made to the Union by the Controller within thirty (30) working days after the conclusion of the month in which said dues, fees and/or deductions were deducted.
  - b. A fee of nine cents (\$.09) per deduction shall be assessed by the City Controller for the processing of each payroll deduction taken. The City Controller will deduct the aggregate amount of said fees on a biweekly basis.
2. The Controller shall also apply this provision to every permanent employee who, following the operative date of this Article, becomes a member of this representation unit, within sixty (60) calendar days of such reassignment or transfer. Such deduction shall be a condition of continued employment.
3. Management will provide the Union with the name, home address, and employee number of each permanent employee.



4. The Controller shall provide the organization, at least monthly, a status report showing all changes in the employment status of employees in this unit which affect the applicability of the provisions of this Article to those employees.

D. **UNION RESPONSIBILITIES**

1. The Union shall keep an adequate itemized record of its financial transactions and shall make available annually to the City Clerk, and to all unit employees, within sixty (60) calendar days after the end of its fiscal year, a detailed written financial report thereof in the form of a balance sheet and an operating statement, certified as to its accuracy by its president and the treasurer or corresponding principal officer, or by a certified public accountant.
2. The Union certifies to the City that it has adopted, implemented and will maintain constitutionally acceptable procedures to enable non-member agency shop service fee payers to meaningfully challenge the propriety of the uses to which service funds are put. Those procedures shall be in accordance with the decision of the United States Supreme Court in Chicago Teachers Union, Local No. 1, AFT, AFL-CIO, et al. v. Hudson, 475 U.S. 292 (1986).
3. Except for claims resulting from errors caused by defective City equipment, the Union agrees to indemnify and hold harmless the City against all other claims, including costs of suits and reasonable attorney's fees and/or other forms of liability arising from the implementation of this Article. It is also agreed that neither any employee nor the Union shall have any claim against the City for any deductions made or not made, as the case may be, unless a claim of error is made in writing to the Controller within thirty (30) calendar days after the date such deductions were or should have been made.

E. **RESCISSION**

The agency shop provisions herein may be rescinded in accordance with the procedures contained in Rule 12 of the Employee Relations Board adopted January 11, 1982.

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

## **ARTICLE 8 REST PERIOD**

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

Management reserves the right to suspend the rest period or any portion thereof during an emergency. Any rest period so suspended or not taken at the time permitted shall not be accumulated or carried over from one day to any subsequent day, or compensated for in any form.

## **ARTICLE 9 EMPLOYMENT OPPORTUNITIES**

The Personnel Department will e-mail to the Union copies of all job bulletins. Tentative examination bulletins, approved by the Head of the Selection Division of the Personnel Department will be e-mailed seven (7) calendar days in advance of the public posting of the final bulletin for the examination.

## **ARTICLE 10 WORK ACCESS**

Union Staff Representatives, Local Union Officers, Executive Board Members, and Local Union Stewards who are members of this Unit shall have access to the facilities of the departments, offices or bureaus represented herein during working hours for the purpose of assisting employees covered under this MOU, in the adjusting of grievances when Union assistance is requested by the grievant(s), or investigating matters arising out of the application of the provisions of this Memorandum of Understanding. Said representatives shall request authorization for such visit by contacting the designated Management representative of the head of the department, office or bureau. In the event immediate access cannot be authorized, the designated Management representative shall inform the Union representative as to the earliest time when access can be granted.

Union shall give to all heads of departments, offices or bureaus represented herein and the City Administrative Officer a written list of its Union Staff Representatives, Local Union Officers, Executive Board Members and Local Union Stewards, which shall be kept current by the Union.

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

## **ARTICLE 11           USE OF CITY FACILITIES**

Union may use City facilities, on prior approval, 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. 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) for the facility.

## **ARTICLE 12           SAFETY AND ERGONOMICS**

### **Section I**

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

### **Section II**

Management will make every reasonable effort to 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/her immediate supervisor. Said supervisor must:

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

If elimination of the hazardous condition is not within the capability of the second level of supervision to correct, he/she shall promptly report the problem to the next designated level of supervision or inform the Departmental Safety Coordinator about the problem. In addition, notice will be made to the Safety Committee if one exists within the Department or Bureau.

### **Section III**

If the procedures for handling a reported hazardous condition are not initiated, or if initiated, fail to effect a satisfactory solution of the problem within a reasonable time, the

employee or his/her representative may call the City Occupational Safety Office and report such hazard.

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

#### **Section IV**

Any pregnant employee whose job duties require frequent and extended operation of a video display terminal (VDT) may request a temporary reassignment of duties, if the employee's treating physician certifies in writing that discontinuance or reduction of the employee's operation of such VDT's is medically indicated. In such event, Management will make a reasonable effort to realign the duties of the employee to perform other available and necessary duties, within the specifications of the employee's class in the department in order to avoid such operation of VDT's to the extent recommended by the treating physician.

#### **Section V**

Any employee in this Unit who is a frequent operator of VDT equipment may request Management to provide applicable ergonomic accessories for the workstation (i.e. copy holder, separate lamp, chair, wrist rest, footstool, adjustable work station, non-reflective glare filter and/or a hood to be attached to the display unit screen). Management will evaluate the request and will provide the necessary item(s) for the workstation, subject to availability from City Stores and budgeted funds for this purpose.

Contingent on budgetary considerations, current ergonomic standards will be included in the evaluation and design of any new worksite.

#### **Section VI**

The parties will conduct an ergonomics pilot study in the Police Department as detailed in Appendix G. At the conclusion of the study, the Ergonomics Review Subcommittee shall develop and transmit to the City Safety Administrator, CAO, and AFSCME Local 3090 recommended guidelines for the following:

- A. Preventive measures for employees performing jobs which involve repetitive motion for extended periods and which may result in cumulative trauma disorders (CTD's).
- B. Work site design, including but not limited to lighting, furniture and equipment type, arrangement and maintenance, and operator training.
- C. Work site evaluations.

- D. Purchase of equipment and determination of the most productive environment for that equipment.

## **Section VII**

The Union may expend a portion of the CVC Optical Plan funds provided for in Article 48 of this MOU to contract for CVC ergonomics training for employees of this Unit. Any training to be provided must be approved by the Personnel Department Safety Administrator and the CAO. An employee may attend the training course on City time, subject to the approval of the supervisor.

### **ARTICLE 13 NOTICE OF CHANGES IN WORK RULES**

Whenever written departmental working rules are established or changes are made to existing written departmental work rules which affect conditions of employment, Management shall, prior to the proposed implementation date, notify Union in writing and offer the opportunity for Union to meet and discuss the changes with Management.

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

Union agrees to notify Management promptly of its intent to exercise its rights granted under this Article.

Notwithstanding the above, no new work rules or changes in existing work rules shall be adopted and/or implemented in any manner which conflicts with the provisions of the Meyers-Milias-Brown Act or the Employee Relations Ordinance.

### **ARTICLE 14 PERSONNEL FOLDERS**

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

No disciplinary document shall be placed in an employee's official departmental personnel folder without providing said employee with a copy thereof. This provision shall not apply to documents placed in said folder prior to April 17, 1979.

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

A written reprimand or "Notice to Correct Deficiencies" may be sealed upon the written request of an affected employee if he/she has not been involved in any subsequent incidents that resulted in written corrective counseling or other management action for a period of three (3) years from the date the most recent notice was issued or management action taken. (It is mutually understood that in the Police Department a "Notice to Correct Deficiencies" is not considered a form of discipline and a copy is not placed in the departmental personnel folder. Written reprimands will not be sealed in the Police Department. Employees may request, instead of sealing, that such documents be stored separately from the official departmental personnel folder. These documents shall be accessible only to selected departmental personnel.)

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

The existence of all documents, including sealed or separately stored documents, must be acknowledged by the department and be available upon subpoena or other appropriate request.

## **ARTICLE 15            UNIFORMS**

### **A.     Wash and Wear Type Uniforms**

Uniforms required by Management will be maintained and cleaned at the employee's expense. Management will give to each employee, in the classes listed below, an allowance for such maintenance and laundering of wash and wear type uniforms, as follows:

An allowance of seventeen dollars and fifty cents (\$17.50) for each pay period will be given to each employee in the classes listed below, if required to wear a uniform.

<b><u>Class Code</u></b>	<b><u>Class</u></b>
1121-1	Delivery Driver I
1121-2	Delivery Driver II
1121-3	Delivery Driver III
2412-1	Park Services Attendant I
2412-2	Park Services Attendant II

Each Delivery Driver I, II and III in the Department of General Services will receive an allowance of twenty dollars (\$20.00) each pay period for the replacement, maintenance and laundering of wash and wear type uniforms.

An allowance of 11 cents per hour will be given to each employee in the classes listed below:

<u>Class Code</u>	<u>Class</u>
2418-1	Assistant Park Services Attendant I
2418-2	Assistant Park Services Attendant II
2401	Museum Guide

**B. Dress Type Uniforms**

Uniforms required by Management will be maintained and cleaned at the employee's expense. Management will give to each employee, in the classes listed below, an allowance for such maintenance and dry cleaning of dress type uniforms, as follows:

An allowance of thirty dollars (\$30.00) each pay period will be given to each employee in the classes listed below:

<u>Class Code</u>	<u>Class</u>
1368-3	Senior Administrative Clerk - Harbor (Port Police Office only)
0845 - 1, 2	Airport Guide I, II

Each Airport Guide shall receive a cash allowance of one hundred dollars (\$100) for the purchase, repair and maintenance of shoes, provided they are on active payroll status and compensated during pay period 11 of each fiscal year. This payment shall be made through an employee's regular pay check as part of pay period 11 during each fiscal year. This allowance shall be non-pensionable and treated as add-to pay, i.e., cash and not part of wages.

The Los Angeles World Airport shall develop shoe standards to include 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.

An allowance of twenty-six dollars and fifty cents (\$26.50) each pay period will be given to each employee in the following classes:

<u>Class Code</u>	<u>Class</u>
2207- 1, 2, 3	Police Service Representative I, II, & III
1461- 1, 2, 3	Communications Information Representative I, II & III (Los Angeles Police Department, Department of Transportation, and Los Angeles World Airports only)

C. **Police Service Representative**

Effective the start of the pay period following Council approval of this MOU, Management will provide to each employee in the class of Police Service Representative I, II, and III, Code 2207-1/2/3, a voucher in the amount of \$325.00 for the purchase or replacement and/or additional uniform items, under the conditions listed below. The parties agree that for an employee to receive such a voucher, the employee shall have completed probation, or be on "independent status," on July 1, 2015, as designated by the Commanding Officer of Communications Division of the Police Department.

The uniform voucher shall be used by each employee at approved vendors for the acquisition and/or replacement of uniform items required or approved by the Police Department.

The voucher may be negotiated only by the employee to whom it is issued. The uniform voucher shall be used prior to June 30, 2016, or it shall be deemed void and the benefits conferred thereunder waived by the employee. The voucher shall not be convertible into cash, and it shall be nontransferable, non-assignable and non-negotiable except as specifically provided for in this Article at the specified vendors.

Effective July 1, 2017, Management will provide to each employee in the class of Police Service Representative I, II, and III, Code 2207-1/2/3, a second voucher in the amount of \$325.00 for the purchase or replacement and/or additional uniform items, under the conditions listed below. The parties agree that for an employee to receive such a voucher, the employee shall have completed probation, or be on "independent status," on July 1, 2017, as designated by the Commanding Officer of Communications Division of the Police Department.

The uniform voucher shall be used by each employee at approved vendors for the acquisition and/or replacement of uniform items required or approved by the Police Department.



The uniform voucher shall be used prior to the end of the contract, or it shall be deemed void and the benefits conferred thereunder waived by the employee. The voucher shall not be convertible into cash, and it shall be nontransferable, non-assignable and non-negotiable except as specifically provided for in this Article at the specified vendors.

**ARTICLE 16            RAIN GEAR/OUTERWEAR**

Management shall provide rain gear or appropriate outerwear for employees in those classifications listed below who are required to work outside in inclement weather as a normal part of their job duties. Management shall replace such gear when no longer serviceable.

<b><u>Class Code</u></b>	<b><u>Class</u></b>
0845-1	Airport Guide I
0845-2	Airport Guide II
1111	Messenger Clerk
1121-1	Delivery Driver I
1121-2	Delivery Driver II
1121-3	Delivery Driver III
2412-1	Park Services Attendant I (Regular employees only)
2412-2	Park Services Attendant II (Regular employees only)
2418-1	Assistant Park Services Attendant I
2418-2	Assistant Park Services Attendant II

**ARTICLE 17            JURY SERVICE**

Any full-time or half-time employee, as defined by Article 49.1.A. of this MOU, who is duly summoned to attend any court for the purpose of performing jury service or has been nominated and selected to serve on a Grand Jury shall, for those days during which jury service is actually performed and those days necessary to qualify for jury service, receive his/her regular salary. The absence of any employee for the purpose of performing jury service shall be deemed to be an authorized absence with pay within the meaning of Section 4.75 of the LAAC. The absence of an intermittent employee as defined by Article 49.1.B. of this MOU for the purpose of performing jury service shall be deemed to be an authorized absence without pay.

During the time the employee is actually reporting for jury service, the head of the department, office, or bureau, or his/her designee, will convert the employee's usual shift to a regular five-day, Monday through Friday day shift. However, employees may choose to remain on an alternative work schedule (9/80, 4/10 or 3/12) or on an off-watch schedule during jury service with the understanding that jury service on a regularly scheduled day off (RDO) will not be compensated. Employees must report for

work on any day of his/her converted shift that he/she is not required by the court to perform jury service.

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

Employees performing jury service on a designated City holiday shall be compensated for the designated City holiday; additional time off for that holiday shall not be provided.

## **ARTICLE 18            CIVIC DUTY**

Any employee, who is served with a subpoena by a court of competent jurisdiction or an administrative body to appear as a witness during his/her scheduled working period, unless he/she is a party to the litigation or an expert witness, shall receive his/her regular salary. Provided, however, that any witness fees received by the employee who receives regular salary pursuant to these provisions, except those fees received for services performed on a regular day off or holiday, shall be paid to the City and deposited in the General Fund. The absence of any employee for the purpose of serving as a witness during his/her scheduled working period shall be deemed an authorized absence with pay. Any money received as compensation for mileage is not to be considered as a part of the employee's pay for these purposes.

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 19            GRIEVANCE PROCEDURE**

### **STATEMENT OF INTENT**

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

### **DEFINITION**

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

1. An impasse in meeting and conferring upon the terms of a proposed MOU.
2. Any matter for which an administrative remedy is provided before the Civil Service Commission.
3. Any issue that the parties agree to refer to another administrative resolution process.

## **GENERAL PROVISIONS**

### **1. BINDING ELECTION OF PROCEDURE**

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

### **2. GRIEVANCE PROCESS RIGHTS**

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

### **3. TIME, TIME LIMITS AND WAIVERS**

"Business days" shall be defined as Monday through Friday, exclusive of City Holidays, as defined in Article 31 of this MOU.

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

### **4. MEDIATION**

At any step following the Informal Discussion in the grievance process, the Union or Management may request mediation, by letter to the department's personnel officer. Within ten (10) business days of receipt of a request for mediation, the receiving party shall either return the request without action or request that the Employee Relations Board appoint a

mediator. The Employee Relations Board shall attempt to obtain the services of a mediator from the State Mediation and Conciliation Service. If a State mediator is unavailable, Union and Management may jointly agree to a mediator selected by the Executive Director of the Employee Relations Board. The fees of such mediator shall be shared equally by Union and Management.

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.

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.

Notwithstanding the above, and Section 4.865 of the Employee Relations Ordinance, the parties may mutually agree to accept the opinion of the mediator as binding.

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.

## 5. EXPEDITED ISSUES

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

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

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

## **GRIEVANCE PROCESS**

### **STEP 1 - ISSUE IDENTIFICATION AND INFORMAL DISCUSSION**

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

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

### **STEP 2**

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

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

### **STEP 3**

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

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

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

- A. Arbitration of a grievance hereunder shall be limited to the formal grievance as originally filed by the employee to the extent that said grievance has not been satisfactorily resolved. The proceedings shall be conducted in accordance with applicable rules and procedures adopted or specified by the Employee Relations Board, unless the parties hereto agree to other rules or procedures for the conduct of such arbitration. The fees and expenses of the arbitrator shall be shared equally by the parties involved, it being mutually understood that all other expenses including, but not limited to, fees for witnesses, transcripts, and similar costs incurred by the parties during such arbitration, will be the responsibility of the individual party incurring same.

- B. The decision of an arbitrator resulting from any arbitration of a grievance hereunder shall be binding upon the parties concerned.
- C. The decision of an arbitrator resulting from any arbitration of grievances hereunder shall not add to, subtract from, or otherwise modify the terms and conditions of this MOU.

## **PROCEDURE FOR GRIEVANCES AFFECTING A GROUP OF EMPLOYEES**

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

PROCEDURE:

### **STEP 1**

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

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

Los Angeles Police Department only

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

the appeal, and a written decision shall be rendered within thirty (30) business days from the date of meeting with the union.

## STEP 2

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

## **ARTICLE 20            UNION STEWARDS**

- A.     Union may designate a reasonable number of union stewards who must be members of the Union, and shall provide all departments, offices or bureaus with a written list of employees who have been so designated and revised lists within 30 calendar days of any changes in said designations. A steward may represent said employee in the presenting of grievances at all levels of the grievance procedure, or in pre-disciplinary meetings (Skelly) or pre-disciplinary interviews where there is a reasonable expectation that disciplinary action will follow.

The employee and his/her steward may have a reasonable amount of paid time off for the above-listed activities. However, said steward will receive paid time off only if he/she is the representative of record; is a member of the same Union as the employee; is employed by the same department, office or bureau as the employee; and is employed within a reasonable distance from the work location of the employee.

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 for representation will automatically constitute an extension of time limits provided in the grievance procedure herein, equal to the amount of the delay.

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

Time spent on grievances or Skelly meetings outside of regular working hours of the employee and/or his/her steward shall not be counted as work time for any purpose. Whenever these activities occur during the working hours of the employee and/or his/her steward, only that amount of time necessary to bring



about a prompt disposition of the matter will be allowed. City time, as herein provided, is limited to the actual representation of employees and does not include time for investigation, preparation or any other preliminary activity.

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

No later than March 18, 2016, the Union and City representatives will have established a curriculum and training program that will provide skills for both stewards and front-line supervisors in the processing and resolution of grievances and other workplace issues in a cooperative, problem-solving manner. Upon completion of the program, both union stewards and front-line supervisors will be certified. Stewards certified through this training shall be authorized to spend up to two (2) hours of City time to investigate each dispute raised under the Grievance Procedure of this MOU.

As is practicable, grievances will be heard by certified supervisors.

**ARTICLE 21           EMPLOYEE RELATIONS**

Meetings at reasonable intervals will be scheduled at the request of a designated Union representative (paid Union staff representative or executive board member) or the Management representative of a department, office, or bureau, for the purpose of informally discussing employer-employee relations problems.

The Union shall give to all heads of departments, offices or bureaus represented herein and the City Administrative Officer a written list of its paid Union staff representatives and executive board members, which list shall be kept current by the Union.

**ARTICLE 22           ACTIONS BY EMPLOYEE RELATIONS BOARD**

If any action by the Employee Relations Board prior to the expiration of this MOU results in any significant changes to the composition of this representational Unit, the parties to this MOU will meet as soon as possible thereafter to consider any revisions or amendments thereto that may be required.

**ARTICLE 23           CALENDAR FOR SUCCESSOR MEMORANDUM OF UNDERSTANDING**

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

**ARTICLE 24                    TIME OFF FOR ORAL AND WRITTEN PROMOTIONAL EXAMINATIONS**

Employees shall be granted reasonable time off with pay for the purpose of taking oral promotional examinations when such examinations are given by the City and scheduled during the employee's normal working period; provided, however, that each employee entitled to such time off with pay shall give reasonable advance notice to his/her supervisor. Such time off with pay shall include travel time.

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 25                    SHIFT DIFFERENTIAL**

Notwithstanding the provisions of Note N of Schedule A of Section 4.61 of the LAAC, any employee who is assigned a work schedule that ends at 9:00 p.m. or later shall receive for each such day worked salary at the second premium level rate above the appropriate step rate of his/her salary range. The procedure for the payment of adjusted compensation for work performed under the provisions of this Article shall be in accordance with Sections 4.72, 4.74 and 4.75 of the LAAC. Additional compensation is pensionable when regularly assigned and non-pensionable when assigned on a daily basis.

**ARTICLE 26                    VACATIONS**

Management's present practices with regard to vacations will be continued during the term of this MOU. Such practices shall be in accordance with Sections 4.244-4.256 of the LAAC.

Each employee in this unit who has completed his/her qualifying year shall be entitled to the following number of vacation days with full pay, based on the number of years of City service completed, accrued and credited at the rates indicated:

<b>Years of Service Completed</b>	<b>Number of Vacation Days</b>	<b>Monthly Accrual Rate In Hours/Minutes</b>
1	11	7.20
5	17	11.20
13	18	11.20
14	19	11.20
15	20	11.20
16	21	11.20

17	22	14.40
18	23	14.40
19	24	16.00
25	25	16.40

At the completion of the fifth year of City service, employees receive 48 additional hours of vacation as a lump sum. At the completion of each year from the thirteenth through nineteenth year, and at the completion of the twenty-fifth year of City service, employees receive eight additional hours of vacation as a lump sum.

**Vacation Accrual During Active Military Service**

Employees called into active military service following their qualifying year of service for vacation shall continue to accrue vacation during their military service, subject to the same maximum accrual requirements as active City employees. To avoid reaching maximum accrual during an extended leave, employees may request cash payment of vacation hours accrued as of the date of the commencement of their military leave. Such request may be for all accrued time or a portion of the accrued time. The request shall be made prior to the employee's first day of their leave of absence and shall be accompanied by orders or other evidence of entry into the armed forces of the United States. If an employee desires to cash out vacation during the period of the military leave, a signed authorization must be provided by the employee to his/her Department Personnel Section prior to the start of the leave allowing the Department to cash out specified amounts of vacation.

**ARTICLE 27 VACATION SCHEDULES**

Vacations will be scheduled in accordance with Section 4.250 of the LAAC and as far in advance as possible. Consideration shall be given to the efficient operation of the department, office or bureau, the desires of the employees, and seniority in grade of the employees represented herein.

**ARTICLE 28 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. Such practices of additional compensation for employees required to use a language other than English shall be in accordance with Section 4.84 of the LAAC.

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

Additional compensation is pensionable when regularly assigned and non-pensionable when assigned on a daily basis.

## **ARTICLE 29           SIGN LANGUAGE PREMIUM**

Any qualified employee who is covered by the provisions of this Memorandum of Understanding who has been certified as proficient in American Sign Language (ASL) to provide City services to the deaf community and is requested by the employing department to utilize ASL skills in the performance of his/her job shall receive compensation equal to the first premium level rate above the appropriate step rate of the salary range prescribed for his/her class for each business day the skill is used. Such practices of additional compensation shall be in accordance with Section 4.84.1 of the LAAC. Additional compensation is non-pensionable.

## **ARTICLE 30           CIVILIAN MODIFIED FLEXIBLE BENEFITS PROGRAM**

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

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

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

### **Health and Wellness Bonus**

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

### **Health and Wellness Contribution**

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

## **Section I - Health Plans**

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

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

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

Management agrees to contribute for each half-time employee, as defined by Section 4.110 of the LAAC, who became a member of LACERS following July 24, 1989, and for each employee who transfers from full-time to half-time status following July 24, 1989, a monthly subsidy not to exceed the Kaiser employee-only rate, toward the cost of his/her Flex Program medical plan. Half-time employees who, prior to July 24, 1989, were receiving the same subsidy as full-time employees shall continue to receive that subsidy and shall be eligible to receive any increases applied to that subsidy as provided in this Article. During the term of this MOU, Management's monthly health care subsidy for half-time employees shall increase by the increase in the Kaiser Permanente single party rate. Increases in this monthly subsidy shall be effective at the beginning of the pay period in which the Kaiser Permanente yearly premium rate change is implemented.

Any employee who was receiving a full health subsidy as of July 24, 1989, in accordance with this Article, who transfers to half-time status following that date shall continue to be eligible for the full subsidy and shall be subject to any adjustments applied to that subsidy as provided in this Article. This provision shall apply providing that such employee does not have a break in service subsequent to July 24, 1989. Any half-time employee with a break in service after July 24, 1989, shall be subject to the partial subsidy provisions in this Article.

Full-time employees who work a temporary reduced schedule under the provisions of Article 51 Family and Medical Leave, shall continue to receive the same subsidy as full-time employees and will be subject to any adjustments applied to that subsidy as

provided in this Article as well as the required Health and Wellness bonus and contribution toward the cost of health care as described in this Article.

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

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

## **Section II - Dental Plans**

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

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

For each half-time employee, as defined by Section 4.110 of the LAAC, who becomes a member of LACERS and for each employee who transfers from full-time to half-time status following July 24, 1989, Management will expend an amount equivalent to one-half of the cost of the employee-only coverage of the most expensive plan under the City-sponsored Dental Program. Half-time employees who, prior to July 24, 1989, were receiving the full employee-only subsidy shall continue to receive the full employee-only subsidy.

Any employee who was receiving a full employee-only dental subsidy as of July 24, 1989, in accordance with this Article, who transfers to half-time status following that date shall continue to be eligible for the full subsidy. This provision shall apply providing that such employee does not have a break in service subsequent to July 24, 1989. Any half-time employee with a break in service after July 24, 1989 shall be subject to the partial subsidy provisions in this Article.

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

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

### **Section III - Definition of Dependent**

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

### **Section IV - General Provisions**

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

### **Section V - Subsidy During Family or Medical Leave**

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

### **Section VI - Benefit Protection Plan**

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

Coverage in this program will end if the employee retires (service or disability) or leaves City service for any reason.

### **ARTICLE 31            HOLIDAY PAY**

- A.     The following days shall be treated as holidays during the term of this MOU.
  - 1.     New Year's Day
  - 2.     Martin Luther King's Birthday (the third Monday in January)
  - 3.     President's Day (the third Monday in February)
  - 4.     Cesar E. Chavez Birthday (the last Monday in March)
  - 5.     Memorial Day (the last Monday in May)
  - 6.     Independence Day (July 4)
  - 7.     Labor Day (the first Monday in September)
  - 8.     Columbus Day (the second Monday in October)
  - 9.     Veteran's Day (November 11)
  - 10.    Thanksgiving Day (the fourth Thursday in November)
  - 11.    The Friday after Thanksgiving Day
  - 12.    Christmas Day (December 25)
  - 13.    Any day or portion thereof declared to be a holiday by proclamation of the Mayor and the concurrence of the City Council by resolution
  - 14.    One unspecified holiday (per calendar year)
  
- B.     When any holiday from 1 through 12 above falls on a Sunday, it shall be observed on the following Monday.
  
- C.     When any holiday from 1 through 12 above falls on a Saturday, it shall be observed on the preceding Friday.
  
- D.     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.     Whenever a holiday from 1 through 12 above occurs during an employee's regularly scheduled workweek, 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 or 14 above occurs during an employee's regularly scheduled workweek, the appropriate number of hours of paid leave shall be credited for the purpose of computing overtime pay for work performed after (40) hours.



- G. Whenever an employee's 9/80 or modified day off falls on a holiday, the employee shall take an alternate 9/80 day off within the same workweek and calendar week as the holiday.
- H. Holiday Premium Pay - Any employee in this unit 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 (1½) the hourly rate for all hours worked on the observed holiday; provided, however, that the employee has (1) worked his/her assigned shift immediately before and his/her assigned shift immediately after the holiday, or, (2) prior to such holiday Management has authorized the employee to take paid leave time off in lieu of the requirement to work said shifts. Any employee who fails to meet these requirements will be paid at the rate of one hour for each hour worked. Employees shall not receive both overtime and holiday premium pay for the same hours.
- I. Employees working in excess of: eight (8) hours on any holiday listed from 1 through 12 above, or hours worked in excess of any day or portion thereof declared to be a holiday by proclamation of the Mayor shall be paid at the appropriate holiday 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 an employee's scheduled day off, an alternative day off in lieu shall be scheduled within the same calendar week as the holiday.
- K. The additional compensation for work performed on a holiday as provided herein shall not apply to employees whose regular rate of pay is bonused to include pay for holidays worked.
- L. Management shall have the sole authority and responsibility to determine whether the compensation for any holidays worked shall be in cash or paid leave time off.
- M. 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) prior to taking the holiday shall forfeit any right thereto.
3. The holiday shall not be utilized to extend the date of any layoff.
4. No employee shall be entitled to an unspecified holiday until he/she has completed six months of satisfactory service and has completed 500 hours of compensated time.
5. No employee shall receive more than one unspecified holiday each calendar year. Thus, (a) an employee transferring from the Department of Water and Power (DWP) to any other City department, office or bureau will not receive an unspecified holiday after taking such holiday prior to leaving DWP, and (b) employees who resign or are terminated and then rehired during the same calendar year, will not receive an additional unspecified holiday when rehired.

- N.
1. a. A half-time employee, as defined by Article 49.1.A. of this MOU, shall qualify for and receive the same holiday benefits as a full-time employee, including unspecified holidays except as noted in N.1.b. below; provided, however, that pay for such holiday shall be prorated on the basis of the number of hours normally scheduled to be worked in relationship to the number of hours required for full-time employment in the class of position.
  - b. Half-time employees who transfer to full-time or full-time employees who transfer to half-time are entitled to either a full unspecified holiday (8 hours) or a prorated unspecified holiday depending on their status at the time the holiday is taken. A full-time or half-time employee who transfers to intermittent without having taken any unspecified holiday shall not be entitled to such holiday while in intermittent status.
2. Intermittent employees, as defined by Article 49.1.B. of this MOU, shall not be entitled to holiday benefits. An intermittent employee who becomes full-time or half-time and who has not previously qualified for the unspecified holiday benefit as a full or half-time employee shall be required to qualify

by completing six consecutive months of service in the full-time or half-time status and to have been compensated for at least 500 hours. Upon completion of said qualifying period, a half-time employee will be allowed prorated benefits as described herein.

## **ARTICLE 32           REGULAR HOURS OF WORK**

### **Police Department**

#### **A.     Regular Hours of Work**

Pursuant to the provisions of Sections 4.108 (Regular Hours of Work) and 4.113 (Overtime) of the LAAC, and Section 7(a)(2)(c) [29 USC §207(a)(2)(C)] of the Fair Labor Standards Act (FLSA), each full time civilian employee of the Police Department shall be in actual attendance on duty for a minimum of eight hours on each day and forty (40) hours each week that the employee is assigned to work. Exception: Notwithstanding the provisions of Sections 4.108 and 4.133 of the LAAC and as provided by Section 1.3 of the Police Department Personnel Ordinance, a day may be eight (8) hours, seven and one-half (7½) hours, or seven (7) hours as determined by the Chief of Police.

##### **1.     Day Watch Schedule**

Eight (8) hours of actual attendance of duty (excluding meal periods) constitutes a day's work and forty (40) hours of actual attendance constitutes a week's work for every such employee assigned to a day watch.

##### **2.     Night Watch Schedule**

Seven and one-half (7½) hours of actual attendance on duty (excluding meal periods) constitutes a day's work and thirty-seven and one-half (37½) hours of actual attendance on duty constitutes a week's work for every such employee assigned to a night watch.

##### **3.     Morning Watch Schedule**

Seven (7) hours of actual attendance on duty (excluding meal periods) constitutes a day's work and thirty-five (35) hours of actual attendance on duty constitutes a week's work for every such employee assigned to a morning watch.

B. Regular Rate of Pay

In accordance with Section 4.108 (Regular Hours of Work) of the LAAC, all employees of the City of Los Angeles are hired and compensated for being actually on duty a minimum of eight (8) hours a day or forty (40) hours a week. Any employee, unless otherwise excepted, who works fewer than these required hours per week shall be paid on a part-time basis.

As provided in Section 1.3 of the Department Personnel Ordinance, the compensation of persons employed in the same class of position, whether assigned to work during a day, night or morning watch, shall be the same and at the rate prescribed by each MOU as specified in Schedule "A" of Section 4.61 of the LAAC for their respective positions.

In accordance with Schedule "A" of Section 4.61 and as excepted by Section 4.108 of the LAAC, compensation for clerical employees of the Police Department working abbreviated shifts (night and morning watches) shall be based on 40 hours of work. Employees working on abbreviated shifts are compensated for all hours of work up to and including 40 hours. The regular rate of pay shall be determined by dividing the biweekly compensation by 80 hours.

C. Deployment Period - Police Service Representatives (PSR) Only (2080 Plan)

Pursuant to FLSA Section 7(b)(2) [29 USC §207(b)(2)], the Police Department may elect to employ Police Service Representatives (PSR), Code 2207, for no more than 2,240 hours in any 52 consecutive week period beginning January 1 and ending December 31. Notwithstanding the provisions of Sections 4.108 (Regular Hours of Work) and 4.113 (Overtime) of the LAAC to the contrary, and as provided by Section 1.3 of the Police Department Personnel Ordinance and FLSA Section 7(b)(2), PSR's, Code 2207, of the Police Department, shall have a work schedule consisting of twenty (20) days of work in each twenty-eight (28) day deployment period. Said twenty (20) days of work may be scheduled at such time during two (2) biweekly pay periods as the Chief of Police may direct.

The provisions of this section shall pertain to all PSRs regardless of pay grade.

Notwithstanding the aforementioned deployment period scheduling plan, Police Service Representatives assigned outside of the Central Dispatch Center shall not be precluded from working modified work schedules (9-80, 4-10) in accordance with existing policy and with the approval of the Commanding Officer. The parties will review this policy for Communications Division when the staffing levels in the CDC reach appropriate levels as determined by the Commanding Officer.

## **Harbor Department – Port Pilot Dispatchers**

### Regular Hours of Work

Effective the first full payroll period following the approval of this MOU by the City Council, the Union and Management agree that, pursuant to FLSA Section 7(b)(2) [29USC §207(b)(2)] (see Appendix H), the Harbor Department may elect to employ Senior Administrative Clerks assigned to the Port Pilot Dispatcher positions to work a 52-week work period. Such employees will work no more than 2,240 hours in any 52 consecutive week period beginning July 1 and ending June 30.

## **ARTICLE 33 OVERTIME**

### **A. 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. In the assignment of overtime under this provision, 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; all hours worked by employees in this Unit shall be recorded on their time sheet. Employees in this Unit 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.

### **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 notices whenever possible.

### **C. Rate and Method of Overtime Compensation**

Compensation for overtime for employees in this Unit shall be for all hours worked in excess of 40 hours in a workweek including all absences with pay authorized by law. All employees in this Unit shall be compensated in time off at the rate of one and one half (1½) 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.

D. **Compensated Time Off**

Employees may, subject to Management discretion, be permitted to accumulate up to 80 hours of compensatory time off (CTO). On occasion, employees may accumulate CTO in excess of 80 hours for a temporary period of time. If an employee does not schedule and take CTO over 80 hours prior to the end of the fiscal year, Management may require employees to use CTO prior to the end of the fiscal year; require employees to use such time in lieu of vacation (unless the mandatory use of CTO would result in the loss of vacation accumulation) 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 CTO hours in excess of 80, Management may extend the time limit for a period not to exceed one year.

In accordance with FLSA, no employee shall lose CTO. An employee who has requested the use of CTO must be permitted by Management to use such time within a reasonable time period after making the request unless the use of the CTO within a reasonable period unduly disrupts 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).

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

E. **1040/2080 Plan**

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

F. **Police Department - Police Service Representative (PSR) Only**

1. 2080 Plan (Deployment Period)

Pursuant to FLSA Section 7(b)(2) [29 USC §207(b)(2)] (see Appendix H), the Police Department may elect to employ Clerical Unit employees known as PSR's, Code 2207-1-2-3, for no more than 2240 hours in any 52 consecutive week period beginning January 1 and ending December 31. In accordance with Section 7(b)(2) and notwithstanding LAAC Sections 4.113-4.116, compensation for overtime worked, whether in cash or compensatory time off, will be paid after an employee has worked one

hundred and sixty (160) hours during such deployment period, excluding overtime work, but including all absences with pay authorized by law.

2. Police Service Representative

If Management is aware that any employee(s) in the class of Police Service Representative, Code 2207-1-2-3, will be required to “hold over” at the end of watch to work overtime, and Management has this knowledge for more than two hours before end of watch and fails to provide at least two hours notification before end of watch to the Police Service Representative(s) who is/are required to work the overtime, then said Police Service Representative(s) will receive the sum of twenty dollars (\$20) in addition to all other compensation.

G. **Harbor Department – Port Pilot Dispatchers Only**

2080 Plan

In accordance with FLSA Section 7(b)(2) and notwithstanding the above and LAAC Sections 4.113 - 4.116, overtime compensation for these employees 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. FLSA overtime shall be paid in accordance with FLSA Section 7(b)(2) [29 USC §207(b)(2)] (see Appendix H) for all hours worked. Compensation for MOU overtime shall be for all hours worked in excess of 80 hours in a pay period including all absences with pay authorized by law and less FLSA overtime.

**ARTICLE 34 TRAVEL ALLOWANCE**

Section I

Notwithstanding Section 4.221 of the LAAC, whenever an employee is required to travel directly between his/her home and place of temporary assignment, as provided in Section 4.221 of the LAAC, he/she shall receive payment at the rate of three dollars (\$3.00) for each day that such travel occurs. Effective the start of the pay period following Council approval of this MOU, the rate shall increase to four dollars (\$4.00) for each day that travel occurs. The parties agree that all other provisions of Section 4.220 - 4.226 of the LAAC, which relate to payment for travel of certain employees from their homes to temporary job locations, remain unchanged.

## Section II

Notwithstanding Section 4.22.1 of the LAAC, whenever an employee is required to travel from one job site to another within a workday, he/she shall receive payment at the rate of three dollars (\$3.00) for each day that such travel occurs. Effective the start of the pay period following Council approval of this MOU, the rate shall increase to four dollars (\$4.00) for each day that travel occurs.

## Section III

Where an employee qualifies under both Sections I and II above, such employee shall be entitled to receive four dollars (\$4.00) per day. Effective the start of the pay period following Council approval of this MOU, the rate shall increase to five dollars (\$5.00) per day.

## **ARTICLE 35           SICK LEAVE BENEFITS**

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

### A.    Preventive Medical Treatment

Notwithstanding Section 4.126(d) of the LAAC, thirty-two (32) hours of one hundred percent (100%) sick leave may be used to secure preventive medical treatment for the employee and for the members of the employee's immediate family.

Effective December 27, 2015 the total number of hours of 100% sick leave that may be used to secure preventive medical treatment shall increase to forty (40) hours for a full-time employee and twenty (20) hours for a regular half-time employee.

### B.    Sick Leave Benefit - Part-Time Employees

Half-time employees as defined in this MOU must complete a period of six consecutive months of service, and have been compensated for at least 500 hours before qualifying for sick leave, unless said employees had already completed six consecutive months of service and were compensated for at least 500 hours as an intermittent employee prior to becoming half-time, in which case they will become eligible immediately upon designation to half-time status to accrue and use sick leave at the appropriate pro-rated amount.



An intermittent employee who becomes a full-time or half-time employee, who has not previously qualified for sick leave benefits as a full or half-time employee, shall be required to complete the six month qualifying period and to have been compensated for at least 500 hours in accordance with this Article. Upon completion of said qualifying period, a half-time employee will be allowed sick leave prorated on the basis of total number of hours scheduled in relationship to the total number of hours required for full-time employment.

Intermittent employees as defined in this MOU shall not be entitled to accrue or use sick leave benefits, except as provided under Article 49.

When a full-time or half-time employee becomes an intermittent employee, all accrued and accumulated sick leave for which he/she has been credited shall remain credited to the employee but frozen in the amounts so accrued and accumulated without increase or decrease because of the change in work schedule. Such benefits may only be used if the employee becomes a half-time or full-time employee.

C. Sick Leave Benefit for Pregnancy

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

D. Discontinuance of 50% Sick Leave

Beginning January 1, 1998, employees shall be allowed 12 working days leave at full pay and five working days at 75% of full pay each calendar year plus the days of sick leave accrued and accumulated as provided herein. As of January 1, 1998, any unused balance of sick leave at 50% of full pay shall be frozen with no further credits or withdrawals permitted.

If an employee becomes separated from the service of the City by reason of retirement on or after January 1, 1997, any balance of accumulated sick leave at 50% of full pay remaining unused at the date of separation shall be compensated by cash payment at 25% of the employee's salary rate current at such date of separation. In no instance will an employee be compensated more than once for accumulated full pay sick leave and 50% sick leave upon retirement.

## **ARTICLE 36            FAMILY ILLNESS**

Management's present practices of allowances for leave for illness in family 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 twelve (12) days. Effective December 27, 2015, the aggregate number of working days allowed in any one calendar year with full pay shall not exceed fifteen (15) days. Such practice of allowance for leave for illness in family shall be in accordance with Section 4.127 of the LAAC. Upon the adoption of a child, an employee will be permitted to use fifteen (15) days of family illness sick leave.

The definition of "immediate family" shall include the father, father-in-law, mother, mother-in-law, brother, sister, spouse, child, foster child, great-grandparents, grandparents, great-grandchild, grandchild, step-parents, step-children of any employee of the City, 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.

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

## **ARTICLE 37            BEREAVEMENT LEAVE**

Management's present practices with regard to allowances for leave because of family deaths will be continued during the term of this MOU. Such practices of allowances for leave because of family deaths shall be in accordance with Section 4.127.1a-d of the LAAC. Upon the approval of department management, an employee will be allowed leave with pay for a maximum of three working days for each occurrence of a death in the employee's immediate family.

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

Intermittent employees as defined by Article 49.1.B. of this MOU shall not be entitled to compensated leave because of family deaths.

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

In addition to the bereavement leave granted under this Article, upon the approval of the appointing authority, any employee who has accrued unused sick leave at full pay shall be allowed sick leave with full pay not to exceed two working days per occurrence for the purpose of bereavement leave if it is necessary for the employee to travel a minimum of 1,500 miles one way, as calculated by the Automobile Association of America (AAA). Employees requesting the use of sick leave under this provision shall furnish satisfactory proof to the appointing authority of the distance traveled. Use of sick leave hours for bereavement leave shall not be counted as sick leave in any department Sick Leave Use Monitoring Program.

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

## **ARTICLE 38            MILITARY LEAVE**

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

## **ARTICLE 39            RETIREMENT BENEFITS**

### **A.     Benefits**

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

2. For employees hired on or after the date of adoption of the Ordinance implementing LACERS Tier 3, the retirement formula for LACERS Tier 3 and a flat-rated employee retirement contribution of seven percent (7%) shall be continued during the term of the MOU.

B. Retiree Health Benefits

1. There is currently in effect a retiree health benefit program for retired members of LACERS under LAAC Division 4, Chapter 11. All covered employees who are members of LACERS, regardless of retirement tier, shall contribute to LACERS four percent (4%) of their pre-tax compensation earnable toward vested retiree health benefits as provided by this program. The retiree health benefit available under this program is a vested benefit for all covered employees who make this contribution, including employees enrolled in LACERS Tier 3.
2. With regard to LACERS Tier 1, as provided by LAAC Section 4.1111, the monthly Maximum Medical Plan Premium Subsidy, which represents the Kaiser 2-party non-Medicare Part A and Part B premium, is vested for all members who made the additional contributions authorized by LAAC Section 4.1003(c).
3. Additionally, with regard to Tier 1 members who made the additional contribution authorized by LAAC Section 4.1003(c), the maximum amount of the annual increase authorized in LAAC Section 4.1111(b) is a vested benefit that shall be granted by the LACERS Board.
4. With regard to LACERS Tier 3, the Implementing Ordinance shall provide that all Tier 3 members shall contribute to LACERS four percent (4%) of their pre-tax compensation earnable toward vested retiree health benefits, and shall amend LAAC Division 4, Chapter 11 to provide the same vested benefits to all Tier 3 members as currently are provided to Tier 1 members who make the same four percent (4%) contribution to LACERS under the retiree health benefit program.
5. The entitlement to retiree health benefits under this provision shall be subject to the rules under LAAC Division 4, Chapter 11 in effect as of the effective date of this provision, and the rules that shall be placed into LAAC Division 4, Chapters 10 and 11, with regard to Tier 3, by the Implementing Ordinance.
6. As further provided herein, the amount of employee contributions is subject to bargaining in future MOU negotiations.

7. The vesting schedule for the Maximum Medical Plan Premium Subsidy for employees enrolled in LACERS Tier 1 and LACERS Tier 3 shall be the same.

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 the LACERS are affected shall be recommended to the City Council by the CAO as affecting membership of all employees in the 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 the 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, as elected.
  - b. Effective July 26, 2015, intermittent part-time employees in this Unit shall, after 1,000 compensated hours in one service year, be

designated as half-time employees and certified as LACERS members, upon written request to the appointing authority.

2. Employees certified as LACERS members prior to the effective date of this MOU shall retain their LACERS membership.
3. For employees not eligible for LACERS membership, a flat-rated employee contribution of four and one-half percent (4.5%) into the Pension Savings Plan shall be applied for each plan year. The City shall contribute an amount equal to three percent (3%) of each employee's compensation for each plan year.
4. Retiree health benefits are provided as defined in B above.

#### **ARTICLE 40 MILEAGE**

Each employee who is authorized to use his/her own vehicle, pursuant to Division 4, Chapter 5, Article 2 of the LAAC, in the performance of his/her duties shall be reimbursed for transportation expenses for all miles traveled in any biweekly period, in addition to any and all salaries and other compensation otherwise provided for by law.

During the term of this MOU, the cents per mile reimbursement rate shall be in accordance with an amount equal to the standard car mileage allowance as determined by the Internal Revenue Service. The City Administrative Officer shall certify to the Controller appropriate changes, if required, to become effective the beginning of the pay period in which the change occurs.

#### **ARTICLE 41 OBLIGATION TO SUPPORT**

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

**ARTICLE 42                    PROVISIONS OF LAW AND SEPARABILITY**

It is understood and agreed that this MOU is subject to all applicable Federal and State laws, City ordinances and regulations, the Charter of the City of Los Angeles, and any lawful rules and regulations enacted by the City's Civil Service Commission, Employee Relations Board, or the Library Commission. If any part or provision of this MOU is in conflict or inconsistent with such applicable provisions of Federal, State, or local law or regulations, or is otherwise held to be invalid or unenforceable by any court of competent jurisdiction, such part or provisions shall be suspended and superseded by such applicable law or regulations and the remainder of this MOU shall not be affected thereby; the parties agree to negotiate promptly a replacement for such part or provision.

The parties understand that many of the employees covered by this MOU may also be covered by the Fair Labor Standards Act of 1938, as amended, 29 U.S.C. Section 201 et seq. FLSA). To the extent that any provision herein conflicts with the FLSA, employees covered by the FLSA shall receive benefits required thereunder and any additional benefits set forth herein if compatible with the FLSA.

**ARTICLE 43                    TERM**

The term of this MOU shall commence on the date when the terms and conditions for its effectiveness, as set forth in Article 2, 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 said MOU become effective prior to 12:01 a.m. on July 1, 2015. This MOU shall expire and otherwise be fully terminated at 11:59 p.m. on June 30, 2018. The MOU in effect on June 29, 2014 shall have remained in effect through June 30, 2015.

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 23, Calendar for Successor MOU, to their mutual satisfaction and are continuing to meet and confer in good faith.

**ARTICLE 44                    UNION-SPONSORED    LIFE    INSURANCE    AND    OPTICAL  
PROGRAMS**

It is mutually understood that each employee whose class is listed in the Salary Appendices and who is a member of LACERS, will be enrolled in the Union's life insurance and optical programs.

The City will forward four dollars and eighty cents (\$4.80) biweekly for each such employee on City paid status to the Union to finance these programs.

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 45                    COMPENSATION FOR COURT APPEARANCES (POLICE DEPARTMENT)**

The following court provisions shall apply to employees in the Police Department only. These provisions apply only for 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 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 two (2) 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 two (2) hour minimum provided for in Paragraph A (1) above, with the following noontime recess exceptions:

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

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



**B. Multiple Cases**

An off-duty employee who receives morning and afternoon subpoenas for separate cases on a court day shall receive overtime compensation as in Paragraph A(1) above, for each case for a total of four (4) hours. In addition, he/she shall receive hour-for-hour overtime compensation for each additional hour of actual court attendance in excess of two (2) hours.

**C. Exceptions to the Two-Hour Minimum**

1. Court appearances or on call status commencing two (2) 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 two (2) 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 two (2) hours.

Note: 2. Past practices relating to compensation for court appearances shall apply to all departments, offices or bureaus other than the Police Department.

## **ARTICLE 46            CAREER DEVELOPMENT FUNDS**

During the term of this 2015-2018 MOU, Management agrees to provide an appropriation of \$10,000 for a total of \$120,000 to the Personnel Department for the exclusive purpose of funding training programs for members of this Unit. (\*Note: the fund currently has \$110,000 available for use). Any training proposed must be of direct value to the City and will provide special knowledge and skills to the trainee which cannot be provided through other available in-service programs. The parties agree to reopen this Article on or after July 1, 2016 to determine whether additional funding is available for training for this Unit.

### **A.     Unit Responsibilities**

1.     Identify the career development needs of the Unit members.
2.     Propose training programs to meet those needs.
3.     Assist the Personnel Department in developing a career counseling program for Unit members.
4.     Disseminate information on available programs to Unit members.

### **B.     Management Responsibilities**

1.     Consult with Unit representatives in developing training proposals.
2.     Approve all training programs.
3.     Coordinate the administration of all training programs.
4.     Administer the training funds.
5.     Provide career counseling to Unit members.

### **C.     It is understood by both parties that:**

1.     Programs will be designed for maximum participation, but not all members of the Unit may be able to participate in training;
2.     Cost of training will include, but not be limited to, instructor fees, training aids and materials, training site rentals, and other training-related costs;
3.     Once contracts are signed for training, the necessary payments will be charged to this account;
4.     Any leftover funds at the end of the MOU term will be encumbered for this special use;
5.     The provisions of this article are not grievable;
6.     Release time for employees to attend approved programs will be subject to departmental workload and operating needs.

## **ARTICLE 47            FEDERAL POLITICAL ACTION CHECK-OFF**

During the term of this MOU, a payroll deduction will be continued by the Union for the purpose of allowing employees in this Unit to contribute towards the Union's federal election activities.

Said contributions shall be deducted by the Controller from twenty-four (24) biweekly payroll checks of each employee in this Unit who voluntarily consents to said contribution by submitting a payroll deduction card signed by the individual employee. Remittance of the amount of said deductions shall be sent to the Union by the Controller within thirty (30) working days after the conclusion of the month in which said deductions were deducted.

Contributions shall be made payable as directed by the Union to the Political Action Committee, P.E.O.P.L.E., of the Union.

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

It is agreed that neither any employee nor the Union shall have any claim against the City for any deductions made or not made, as the case may be, unless a claim of error is made in writing to the Controller within thirty (30) calendar days after the date such deductions were or should have been made.

## **ARTICLE 48            COMPUTER VISION CARE (CVC) PLAN**

The City of Los Angeles and the All City Employees Association, Local 3090, AFSCME, AFL-CIO recognize that employees of this Unit who operate computer equipment or other digital devices should have a complete eye exam by an optometrist who can detect Computer Vision Syndrome symptoms, such as, neck and shoulder pain, headaches, fatigue, irritated eyes, blurred or double vision and loss of focus through a Computer Vision Care eye exam.

The Union shall contract with a Computer Vision Care Optical Plan provider. The service provider shall employ qualified professional staff to provide an optometric exam containing elements as agreed to by the provider.

The service provider shall also provide to each employee the appropriate computer vision eyewear when necessary.

The Union shall have the responsibility to ensure that only the employees of this Unit who operate City CVC equipment shall be eligible for this optometric exam and the computer vision glasses. Each eligible employee may be examined by the service

provider only once every two years. The Union shall also have the responsibility to notify the employees of this Unit as to the availability of the CVC Optical Plan.

Thirty days after the date the City Council approves this MOU, the City Controller will pay to the Union the sum of \$83,000 for fiscal year 2015-16 to cover the cost of the CVC Optical Plan. The City Controller will pay the sum of \$83,000 on or about July 1, 2016 for fiscal year 2016-17; and \$83,000 on or about July 1, 2017 for fiscal year 2017-18 to cover the cost of the CVC Optical Plan. The funding in the amount of \$83,000 each fiscal year shall continue should the contract be extended beyond its original term.

The CVC Optical Plan shall perform an annual audit of its expenditures, to be conducted by an independent qualified CPA firm. The CVC Optical Plan shall provide copies of said audit report to the City Administrative Officer.

The CVC Optical Plan shall also provide an annual report listing the following information:

1. Names of City employees that were examined.
2. Social Security number of the employee.
3. Date of examination.

These reports shall be submitted to the City Administrative Officer by December 31, 2015, for the 2014-15 fiscal year, by July 31, 2016, for the 2015-16 fiscal year, July 31, 2017 for the 2016-17 fiscal year, and July 31, 2018 for the 2017-18 fiscal year. The reports shall continue to be submitted by July 31<sup>st</sup> of every fiscal year, should the contract be extended beyond its original term. The payments made for the 2015-16 through 2017-18 fiscal years will be limited to funding the cost of CVC optometric exams, glasses and ergonomic training.

The Union agrees to indemnify, defend and hold harmless the City against all claims, demands, suits, including costs of suits and reasonable attorney fees, and/or other forms of liability arising from the implementation of these provisions and the operation of the CVC Plan.

If, in the City's opinion, the Union and/or the CVC Plan commits a major breach of the provisions of this agreement, the City may, at its discretion, discontinue further payments in support of the CVC Plan. Reasons for discontinuing payments include, but are not limited to: (1) failure of the Union and/or the CVC Plan to cooperate with the reasonable requests of City representatives regarding annual audit information; (2) failure of the Union to indemnify the City of any and all liability arising from the implementation of these provisions and from the operation of the CVC Optical Plan; or (3) failure of the Union and/or the CVC Plan to comply with the restrictions placed on its operations by this agreement.

Any disputes between the parties concerning compliance with the provisions of this agreement, or the reasonableness of requests by City representatives, may be appealed to binding arbitration unless some other forum for resolution is agreed upon. The costs of any such appeal shall be shared equally by the Union and the City.

## **ARTICLE 49            PART-TIME EMPLOYMENT**

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

### General Provisions

1. Except as otherwise provided in Section 4.117 of the LAAC and in any Departmental Personnel Ordinances 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:
  - A. **Half-time:** Half-time employees are employees regularly assigned to a work schedule of half-time (1,040 hours) or more in any service year, but less than full-time. Compensation shall be prorated on the basis of the total number of hours scheduled to be worked in relationship to the total number of hours required for full-time employment in the class of position. Benefits for such half-time employees provided in this MOU apply to these employees on a prorated basis.

**Note: Only civil service half-time employees are eligible to work more than a half-time schedule in any calendar year.**
  - B. **Intermittent:** Intermittent employees are employees assigned to a regular or as-needed work schedule of less than half-time of the available working time (less than 1,040 hours) in a service year. Compensation as established in the Appendices of this MOU shall be considered full remuneration for intermittent employees defined by this Article. Employees who are compensated by the session and employees who hold more than one intermittent position concurrently, regardless of total number of hours scheduled, shall be considered intermittent employees.
2. All part-time employees hired into classifications in this bargaining unit shall be notified at the time of hire whether such appointment is half-time or intermittent. Half-time employees shall be advised of their eligibility for prorated benefits, and intermittent employees shall be notified that they shall not be entitled to benefits, except as described in paragraph 7.B below.

3. 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 or more work 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.
4. Any changes to sick leave, vacation, and holiday benefits for part-time employees contained in this MOU shall apply to employees hired subsequent to July 24, 1989. Intermittent employees receiving such benefits prior to July 24, 1989, shall be eligible to continue to receive them, as long as these employees retain their intermittent status without a break in service.

#### Benefits for Half-time Employees

5. Benefits of half-time employees are normally calculated on the basis of the number of hours an employee is regularly assigned to work. Civil service half-time employees may be assigned to work and be compensated for hours in excess of those regularly assigned. Such hours are referred to as extra-time hours. Half-time employees shall receive prorated benefits for extra-time hours under the following conditions:
  - A. Prorated extra-time benefits are additional sick and vacation leave for regular civil service half-time employees who are compensated in excess of their regularly assigned 1,040 hours during the year but less than full-time. The year is defined as the Controller's 12-month W-2 calendar year.
  - B. Extra-time benefits shall only be calculated for employees who remain in half-time status for the entire year. Employees who change between half-time and full-time during the W-2 year shall not be eligible for extra-time benefits.
  - C. Employees shall not receive more than ninety-six (96) hours of 100% sick leave and forty (40) hours of 75% sick leave in any W-2 calendar year, regardless of status or number of hours worked.
  - D. In accordance with LAAC Section 4.254, employees are permitted to accrue vacation not to exceed two (2) annual vacation periods. No vacation leave in excess of such maximum amount shall be accrued. Employees will be notified of their extra-time vacation two pay periods prior to the actual accrual.

Employees who are awarded additional vacation time benefits as a result of extra-time worked will be responsible for the monitoring of their time. No extra-time vacation hours shall be permitted in excess of the employee's maximum vacation accrual.

- E. All prorated sick and vacation leave benefits will be determined by reports prepared by the Controller's Office following the end of the Controller's W-2 calendar year. The implementation of all benefits will be subject to the receipt of the required reports from the Controller's Office to determine the appropriate benefits for all affected employees.
  - F. Prorated extra-time vacation and sick leave benefits will not be awarded until the Controller has provided sufficient documentation for the departments to verify extra time vacation and sick leave benefits.
6. Half-time employees who immediately prior to such appointment were on intermittent status, and who completed six consecutive months of City service and were compensated for at least 500 hours, shall be allowed to carry over into the 100% sick leave bank up to a maximum of 16 hours of unused accumulated Compensated Personal Time Off (CPTO). Any unused CPTO in excess of 16 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, with the exception of the unspecified ("floating") holiday, which shall be administered in accordance with paragraph N.2 of Article 31 "Holiday Pay." 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.

#### Benefits for Intermittent Employees

- 7. A. Intermittent employees, except those employees who are receiving benefits in accordance with Section 5.F of this Article, shall be eligible to accrue CPTO at a rate of 2.75 minutes for every hour compensated. Employees must complete a period of six consecutive months of City service and must have been compensated for at least 500 hours before qualifying to use the CPTO. This benefit may be used in no less than one-half hour increments for the following:
  - 1.) Sick leave, family illness, or preventive health care;
  - 2.) Personal business, subject to approval of the supervisor;

- 3.) Holidays assigned off. When a holiday falls on an employee's assigned schedule and the employee is not required to work on that holiday, an employee may request to use CPTO. If the qualifying employees choose not to use CPTO for the holiday, the employees may be allowed, subject to the approval of the supervisor, to adjust their work schedules and make up the time in full not later than the next succeeding payroll period.

CPTO may be accumulated for up to a maximum of 48 hours. Any time accumulated in excess of such amount shall be deemed waived and lost.

There shall be no payment of any form for unused personal time upon separation from City service for any reason.

Employees who hold more than one intermittent position concurrently shall be eligible to accrue CPTO in only one position. Employees should designate a primary employing department in writing with their primary and secondary employing departments and with the Controller's Office. 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. Employees may change their designated primary department during the Open Enrollment period of October 1 – 31. 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 30 calendar days of the effective date of the change.

Employees who are paid per diem or by the session shall not be eligible to accrue CPTO.

- B. 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 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, an employee hired on an intermittent basis, who, following 1,000 or more compensated hours in one service year shall be considered a half-time employee and become entitled to qualify for prorated benefits provided to half-time employees. Upon designation as half-time or full-time under these circumstances, such employees shall be allowed to carry over into the 100% sick leave bank up to a maximum of 16 hours of unused CPTO. Any unused CPTO in excess of 16 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, with the exception of the unspecified (“floating”) holiday, which shall be administered in accordance with paragraph N.2 of Article 31 “Holiday Pay”. 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 to an intermittent position.

#### Appeal Procedure for Intermittent Part-time / Civil Service-Exempt Half Time Employees

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

8. 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.
- B. 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.
- C. 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 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 costs of the Hearing Officer shall be shared equally by the Union and the City.

- D. 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.
- E. 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 50 SCHEDULE CHANGES FOR PERSONAL BUSINESS**

Management may allow an employee time off with pay, not to exceed eight hours in any one payroll period for personal business (except for changes on the 9/80 day off or the split day) provided that such time off so allowed shall either be made up in full within the same workweek that time is taken or charged against the employee's accrued and unused vacation or overtime bank on an hourly basis. Employees on a FLSA 7(b) work period shall either make up this time in full within the same pay period that the time is taken (as long as hours worked do not exceed 56 hours in a workweek or 12 hours in a day) or charged against the employee's accrued and unused vacation or overtime bank on an hourly basis.

## **ARTICLE 51 FAMILY AND MEDICAL LEAVE**

### **I. Authorization for Leave**

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 36), 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.

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

Leave under the provisions of this Article shall be limited to four (4) months (nine [9] pay periods [720 hours]) during a twelve (12) month period, regardless of the number of incidents. A 12-month period shall begin on the first day of leave for each individual taking such leave. The succeeding 12-month period will begin the first day of leave taken under the provisions of this Article after completion of the previous 12-month period.

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

## II. Definitions

The following definitions are included to clarify family relationships as defined in the Family and Medical Leave Act and 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 include 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 a child of a person standing *in loco parentis*, who is either under age 18, or age 18 or older and incapable of self-care because of a mental or 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 for at least 1,040 hours (half-time employees may include all compensated time off except IOD) during the 12 months immediately preceding the beginning of the leave.

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

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

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

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

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

#### IV. **Conditions**

- A. **Pregnancy** - 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.

In accordance with Pregnancy Disability Leave (PDL) under the California FEHA, pregnant employees who are disabled due to pregnancy, childbirth, or related medical conditions are eligible for up to four (4) months (nine (9) pay periods [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 year of the child's birth.

Employees (either parent) are also eligible for family leave ("bonding") under the California Family Rights Act, which shall be limited to four (4) months (nine (9) pay periods [720 hours]) and must be concluded within one year of the child's birth. Whereas bonding leave for the pregnant employee may be taken before or after delivery, bonding leave for the non-pregnant employee shall be taken on or after the anticipated delivery or placement date of the child except as may be necessary under Subsection 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 or foster care of a child shall begin on a date reasonably close to the date the child is placed in the

custody of the employee. Leave may 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.
- 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.
- E. **Serious Health Condition** is defined as an illness, injury, impairment, or physical or mental condition that involves:
  - 1. Any period of incapacity or treatment connected with inpatient care in a hospital, hospice or residential medical care facility; or
  - 2. A period of incapacity requiring an absence of greater than three calendar days involving continuing treatment by or under the supervision of a health care provider; or
  - 3. Any period of incapacity (or treatment therefore) due to a chronic serious health condition: or
  - 4. A period of incapacity that is permanent or long-term due to a condition for which treatment may not be effective; or
  - 5. Any absences to receive multiple treatments (including any period of recovery therefrom) by, or on referral by, a health care provider for a condition that likely would result in incapacity for more than three consecutive days if left untreated; or
  - 6. Any period of incapacity due to pregnancy or for prenatal care.
- F. **Continuous, Intermittent, and Reduced Work Schedule Leave** - All leave granted under this Article shall normally be for a continuous period of time for each incident.

An employee shall be permitted to take intermittent leave or work on a reduced schedule to take care of a family member with a serious health condition or for his/her own serious health condition when it is medically necessary. Management may require the employee to transfer temporarily to an available alternative position with equivalent compensation for which the employee is qualified that accommodates recurring periods of leave better than the employee's regular position. Employees who elect a part-

time schedule shall receive prorated compensated time off benefits in accordance with Section 4.110 of the LAAC during the duration of their part-time schedule.

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

- G. If any employee requires another leave for a separate incident under the provisions of this Article during the same 12-month period, a new request must be submitted.
- H. A personal leave beyond the four (4) month (nine [9] pay period [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. 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 15 calendar days to obtain the medical certification.
- J. 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 30 days’ notice. However, if the leave must begin in less than 30 days, the employee must provide as much advance notice as is practicable.

B. Management

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

VI. **Applicable Time Off**

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

A. Childbirth (Mother)

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

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

1. Annual family illness sick leave up to fifteen (15) days may be used at the employee's discretion. Such leave may be taken before or after the vacation described in 2 below.
2. Accrued vacation available at the start of the leave shall be taken. Such time must be used prior to the use of time under 3, 4, 5 and 6 below.
3. Accrued 100% sick leave. The use of sick leave under this subsection is at the employee's discretion.
4. Accrued 75% sick leave, following use of all 100% sick leave. The use of sick leave under this subsection is at the employee's discretion.
5. Unpaid leave.
6. Accrued compensatory time off may be used at the employee's discretion, with management approval, after exhaustion of 100% sick leave (No. 3 above). However, FLSA compensatory time off shall not be counted against the employee's four (4) month (nine [9] pay period [720 hours]) family or medical leave entitlement. Therefore, any use of FLSA compensatory time off under this Section shall extend the employee's family or medical leave by the total amount of FLSA compensatory time off used.

C. Personal Medical Leave

1. Accrued 100% sick leave may be used at the employee's discretion. Such leave may be taken before or after the vacation described in No. 3 below.
2. Accrued 75% sick leave may be used following use of all 100% sick leave at the employee's discretion. Such leave may be taken before or after the vacation described in No. 3 below.
3. Accrued vacation time.
4. Unpaid leave.



5. Accrued compensatory time off may be used at the employee's discretion, with management approval, after exhaustion of 100% sick leave (No. 1 above). However, FLSA compensatory time off shall not be counted against the employee's four (4) month (nine [9] pay period [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.

**(Note: An employee under A, B or C above may use compensatory time off after depletion of accrued sick leave and vacation to continue paid leave during the four-month family and medical leave period.)**

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 Disability Leave provisions of the California Fair Employment and Housing Act.

**ARTICLE 52            ACTING PAY ASSIGNMENT**

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

1. **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 11<sup>th</sup> 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.

2. 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.

3. Status Review

Acting pay is not intended as compensation for a long-term out-of-class assignment, and, effective December 13, 2015, shall not extend past one (1) year. When an employee has filled an acting assignment for a period of three (3) months, Management will review the status of the vacancy to determine when the vacancy can be filled through appropriate measures. Upon request, Management will review the acting assignment with the employee. At any 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.

4. 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. Additional compensation is non-pensionable.

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

## **ARTICLE 53            SALARIES**

The parties to this MOU jointly recommend to the City Council approval of the salaries set forth in the Salary Appendices. These appendices shall incorporate the agreement of the parties that effective December 13, 2015, employees will be subject to a new salary step structure and that effective June 25, 2017, employees covered by this MOU shall receive a two percent (2%) salary increase.

### **A.    SALARY STEPS**

Effective December 13, 2015, notwithstanding LAAC Section 4.92, a new 12-step salary structure will be established as follows:

1. Three additional salary steps will be added to the lower end of each salary range (Steps 1, 2, and 3). These new steps shall be separated by one premium level.\*
  - a. Employees hired into trainee-level positions shall be hired at Step 1 and shall remain on Step 1 for the duration of a twelve (12) month probationary period. Trainee-level position hourly wages will begin one premium level below the entry level of the targeted Civil Service classification which will not be below \$15.00 per hour.
  - b. Employees hired into non-trainee positions shall be hired at Step 2 (or appropriate higher step in accordance with applicable MOU provisions or LAAC Section 4.90).
  - c. Employees shall remain on Steps 2 and 3 for nine (9) months each.
2. Current Steps 1 through 5 will be renumbered Steps 4 through 8. These steps will be separated by two premium levels (Step 4 will be one premium level above Step 3). Employees shall advance to each subsequent step after twelve (12) months.

3. Current Steps 6 through 8 will be renumbered Steps 9 through 11. These steps will be separated by one premium level (Step 9 will be one premium level above Step 8). Employees shall advance to each subsequent step after twelve (12) months.
4. A new Step 12 will be created which will be one premium level above Step 11. No employee shall be eligible to move to Step 12 sooner than January 7, 2018.

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

B. SALARY ADJUSTMENTS

1. Effective January 7, 2018, each employee who is compensated on a salary range will advance one step on the salary range regardless of their step or step anniversary date.
2. Effective January 7, 2018, each employee who is employed in a flat-rated classification shall receive a salary adjustment of 2.75%.
3. Effective January 7, 2018, each employee in a classification on a salary range, who is on a fixed step (does not move up the salary range), shall receive a pensionable "adds to rate" salary adjustment of 2.75% while in that classification.

C. EXTENSION OF STEP ADVANCEMENT DATE

Uncompensated absences of sixteen days (128 hours for employees on a work schedule other than 5/40) or less during the qualifying period and during each subsequent qualifying period shall not extend the step advancement date. The step advancement date shall be extended one working day for each working day absence (or one hour for each hour of aggregated uncompensated absence in excess of 128 hours). Employees who are injured on duty and are compensated in accordance with Division IV of the Labor Code of the State of California and 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 12 months (2,080 hours) following an appointment or

assignment shall be treated as one appointment or assignment for step advancement purposes.

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

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

F. INTERMITTENT EMPLOYEES

Intermittent employees 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, effective December 13, 2015, employees who receive a promotion shall be moved to the salary step that provides a minimum 5.5% increase over the rate received in the former position. As provided in LAAC Section 4.91, any regularly assigned bonus or premium compensation amounts shall be included in calculating the step rate for the former position and added to the new salary, if applicable, after determining the appropriate salary step rate for the new position.

**ARTICLE 54           DISABILITY INSURANCE PROGRAM**

During the term of this MOU, Management agrees to maintain a Disability Insurance Plan for employees who are members of LACERS, provided that sufficient enrollment is maintained to continue to make the plan available. The City's JLMBC shall determine the benefits and provider of the plan.

Management shall expend for active employees of this unit who are members of LACERS the sum necessary to cover the cost of a basic disability insurance plan. Management shall also maintain a Supplemental Disability Insurance Plan, enrollment in which is at the discretion of each employee. The full cost of the Supplemental Disability Insurance Plan premiums shall be paid by the individual employees who enroll in the plan.

**ARTICLE 55                   DEPENDENT CARE REIMBURSEMENT ACCOUNT**

During the term of this MOU, Management agrees to maintain a Dependent Care Reimbursement Account (DCRA), qualified under Section 129 of the Internal Revenue Code, for employees who are members of the LACERS, provided that sufficient enrollment is maintained to continue to make the account available. Enrollment in the DCRA is at the discretion of each employee. All contributions into the DCRA and related administrative fees shall be paid by employees who are enrolled in the plan.

As a qualified Section 129 plan, the DCRA shall be administered according to the rules and regulations specified for such plans by the Internal Revenue Service.

**ARTICLE 56                   EMPLOYEE ASSISTANCE PROGRAM**

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

For the toll-free, 24-hour confidential EAP helpline, call (800) 213-5813 or access the EAP website at: [members.mhn.com](http://members.mhn.com).

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 57                   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 2015-2018 MOU, Management agrees to continue providing Workers' Compensation benefits in accordance with Section 4.104 of the Los Angeles Administrative Code, except that salary continuation payments during absences for temporary disabilities arising from job-related injuries or illnesses shall be in an amount equal to the employee's regular biweekly, take-home pay at the time of incurring the disability condition. For the purposes of this Article, take-home pay is defined as an employee's bi-weekly gross salary rate less the mandatory deductions for Federal and State income tax withholding, and employee retirement contributions.

**ARTICLE 58                   EXPANDED SERVICE HOURS - LIBRARY DEPARTMENT**

The Library Department will expand hours of operation on an agency-by-agency basis and maintain the expanded hours in a manner consistent with the terms as set forth in the agreement. The resources that will be used on a system-wide basis may include,

but not be limited to, agency regular staffing, use of substitutes, part-time employees working extra time, and the use of overtime for regular full-time employees. Under the expanded hours of service proposed for the Los Angeles Public Library, all Clerical and Support Services Unit employees will be required to work no more than a one-in-four rotation of Sunday work assignments, except for emergency situations.

It is the understanding of the parties to this MOU that the Sunday work shift shall normally consist of five hours of work and that full-time employees scheduled to work the Sunday shift shall be compensated for a full workday (8 hours). Employees who work the reduced 72 hours per pay period schedule for the purpose of this agreement shall be considered full-time employees. Part-time employees shall be compensated for only the hours that they work. Sunday compensation shall not be considered as a premium or bonus compensation, unless it results in overtime as defined in Article 33 of this MOU, and the employee's hourly rate shall not change as a result of the reduced hour shift. It is also understood that if an employee is required to work more than five hours on Sunday, no additional compensation for full-time employees will be provided, as long as the Sunday shift does not exceed eight hours.

The Board of Library Commissioners is committed to providing the fairest work schedules possible to its employees, while providing the highest level of public service possible with the resources available. However, notwithstanding any of the above stated terms and conditions, nothing contained in this MOU shall be construed to limit the Board or the Library Department's ability to adequately staff and provide public service at all of its agencies. Nor shall it be construed that, by entering into this agreement, the Board or the Department will relinquish any of its management rights to assign staff as required to serve the needs of the City during the term of this MOU or after it has expired. Nor by this agreement shall it be construed that the Clerical and Support Services Unit has relinquished any of its rights under the City's Employee Relations Ordinance or applicable law during the term of this MOU or after it has expired.

## **ARTICLE 59 LIBRARY EMPLOYEES – SECOND NIGHT ASSIGNMENT**

Library Assistants and Administrative Clerks who are employed in the Library Department and who are scheduled by Management to work a second evening shift or more in the same calendar week (Sunday through the following Saturday) shall receive compensation at the second premium level rate above the appropriate step rate of the salary range prescribed for the class of the employee working the qualifying shift for each shift so assigned.

An evening shift shall be any shift ending at 8:00 p.m. or later.

Employees who specifically request to work a second night assignment in the same calendar week and intermittent employees are excluded from receiving the second night assignment bonus.

## **ARTICLE 60            AMENDMENT OF MOU TO INCLUDE NEW CLASSES**

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

## **ARTICLE 61            WORK SCHEDULES**

Pursuant to FLSA, employees shall have a fixed workweek that consists of a regular recurring period of 168 consecutive hours (seven 24-hour periods) which can begin and end on any day of the week and at any time of the day. 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 Fair Labor Standards Act.

Management may assign employees to work a five/forty, four/ten, nine/eighty, or other work schedule. Employees may request modified work schedules, if such schedules are generally available in the employee's department/work group. Management may refuse such requests, or require employees to revert to a five/forty work schedule, provided the exercise of this right is not arbitrary, capricious or discriminatory. In the event Management's actions are shown to be arbitrary, capricious, or discriminatory before an arbitrator, the award of the arbitrator shall be to reverse the action of Management. However, the decision of the arbitrator shall be binding or advisory, in accordance with Article 19 (Grievance Procedure).

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

## **ARTICLE 62            UNION RELEASE TIME**

The appointing authority may grant to elected officers or appointed representatives of the Union time off for employee organization representation activities. No more than one employee in a Department or Bureau of the Department of Public Works unless approved by the CAO and affected departments, and no more than 4 employees for this MOU shall be allowed release time under this Article.

Effective the start of the pay period following the date of Council approval of this MOU, no more than two employees in a Department or a Bureau of the Department of Public Works, unless approved by the CAO the affected department(s), and no more than eight employees in this Unit shall be allowed release time at any one time under this Article.

- A. The employee shall submit the request for release at least 21 calendar days prior to the effective release date, specifying the starting and ending dates of release.



- B. Release time shall be granted for a maximum of one year in any three-year period unless approved by the CAO and the affected departments.
- C. The employee shall be paid the employee's current salary by the City while the employee is performing these duties for the Union.
- D. 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.
- E. The Union shall reimburse the City for all salary and benefits costs incurred as a result of release time, including but not limited to, vacation, sick leave, compensated time off, retirement, short-term disability, life insurance, medical, dental and workers' compensation. The benefits cost shall be based on the benefits rates established by the City Administrative Officer as contained in the City Budget in effect during the period of release time, and the cost of other benefits approved by the JLMBC that become effective during this period.
- F. Payment of any overtime worked while on release time shall be the responsibility of the Union.
- G. The Union shall make quarterly payments to the Controller of all reimbursable costs identified in Section E above.
- H. Employees on release time shall submit weekly timesheets signed by the employee and the Union (Executive Director or his/her designee) to their respective Departmental Personnel Officer specifying the number of hours worked and use of any sick leave, vacation time or compensated time off.
- I. 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 4 employee maximum, as provided for above. The Union will reimburse the City for all IOD and Workers' Compensation related costs.
- J. 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.
- K. The employee must have passed probation in his/her current class to be eligible for release time.
- L. 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.

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

**ARTICLE 63 FULL UNDERSTANDING**

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

Notwithstanding the foregoing:

- C. No alteration, variation, waiver, modification or amendment of any of the Articles, terms or provisions requiring approval of the Council contained herein, shall in any manner be binding upon Union or Management unless and until jointly recommended in writing to the Council and approved and implemented in accordance with Article 2.
- 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 64 SCHOOL ACTIVITY LEAVE**

In accordance with the California Family-School Partnership Act, full-time and half-time employees may take time off from work to participate in their children's school activities. Forty (40) hours is the maximum number of hours per school year for full-time employees, regardless of the number of children in the family. No more than eight (8) hours of this leave may be taken in any given month. For half-time employees, the maximum number of hours is twenty (20) per school year, and four (4) in any given month.

Any employee who is a parent, guardian, or grandparent with custody of a child enrolled in a California public or private school, kindergarten through grade 12, or licensed child day care facility is eligible for this leave.

Employees are required to use vacation, compensatory time off, or leave without pay and must provide their immediate supervisor with reasonable advance notice of anticipated absences. If both parents work for the same City Department at the same worksite, the parent who first gives notice has priority for the leave. The other parent may also take time off with approval from the supervisor. Supervisors may require that the employee provide documentation from the school verifying participation on a particular date and time.

**ARTICLE 65 SERVICE AND WORKFORCE RESTORATION**

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

<u>Classification</u>	<u>Class Code</u>	<u>MOU Title</u>
Administrative Clerk	1358	(MOU 03)
Communications Information Representative	1461	(MOU 03)

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

**ARTICLE 66 CONTRACTING OF UNIT WORK**

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

- A. No bargaining unit employee shall be laid off, demoted or suffer loss of pay or benefits as a result of the contracting of unit work.
- B. If any employee subject to the provisions herein is displaced as a result of contracting, he/she shall be retained in a position within a classification represented by AFSCME, Local 3090.
- C. Notwithstanding any provision of this MOU to the contrary and excluding the provisions of paragraph 6 below, the provisions of this article shall be subject to advisory arbitration only.
- D. In lieu of the meet-and-confer process prescribed by the Employee Relations Ordinance (ERO), the parties agree to meet and discuss, in accordance with the

provisions outlined below, all contracts to perform unit work except for contracts required by bona fide emergencies.

- E. The parties agree that the following expedited procedure shall replace the impasse resolution provisions of the ERO for disputes arising out of the meet-and-discuss process specified above:
1. The City shall provide timely notice, through the existing "clearinghouse" procedure, of proposed contracts to perform unit work. In addition, the City shall provide the union a list of individuals responsible for coordinating contracting information in each department.
  2. The Union may request to meet and discuss such proposed contracts within fifteen (15) calendar days of the Charter 1022 notification. Failure by the union to request such meeting(s) within the prescribed fifteen (15) 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 Employee Relations Board.
  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 (90) calendar days for contracts of \$1 million or more.
  6. The arbitrator's advisory decision and recommendation shall be transmitted to the appropriate determining body simultaneously with the proposed contract.
  7. The time limits in this process may be extended only by the mutual, written agreement of the parties.
  8. The expedited arbitration process herein shall be informal. Court reporters shall not be used; rules of evidence shall be informal; the production of witnesses and documentary evidence shall be at the discretion of each

party; the arbitrator's notes, exhibits (if any), and the written advisory decision and recommendation shall constitute the record of the proceedings; post hearing briefs shall not be required or submitted.

9. Arbitration fees shall be shared equally by the Union and the City.

F. Disputes over the practical consequences of the contracting of unit work, other than those occurring under paragraphs 4 and 5 above, shall be resolved in accordance with the provisions of the Grievance Procedure, Article 19 of the MOU, and shall not delay the implementation of the contract if all other provisions of this article have been met.

The parties agree that the review of "practical consequence" grievances shall begin with the first formal level of review of the grievance procedure and that said grievances shall be subject to advisory arbitration, except as provided in the Arbitration step (Step 6) of the Grievance Procedure. Effective January 1, 2008, Arbitration is Step 4 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.

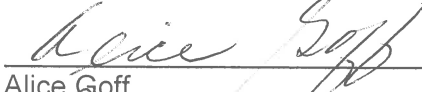
3. The arbitrator shall determine if the City has violated the 1022 notification procedures. The arbitrator's remedy shall be limited to ordering the City to reissue the 1022 notification. In no event will the arbitrator have the authority to void a Council-approved contract. The arbitrator's decision is binding on the parties.


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

**ACEA, Local 3090, AFSCME  
Authorized Representatives**

  
Cheryl Parisi, Executive Director  
AFSCME District Council 36

  
Teresa Sanchez  
AFSCME District Council 36

  
Alice Goff  
President

  
Carmen Hayes-Walker  
Vice President

  
Kathy Peters  
AFSCME Team Member

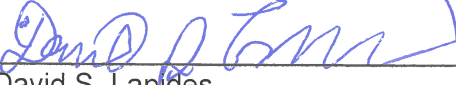
  
Jeanette Argentin  
AFSCME Team Member

  
Adriane Buchanan  
AFSCME Team Member


  
MaryAnn Peters  
AFSCME Team Member

  
Monica Delatorre  
AFSCME Team Member

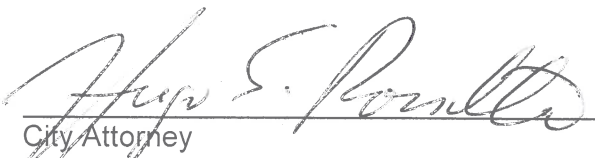
  
T. Denisha Garner  
AFSCME Team Member

  
David S. Lapidés  
AFSCME Team Member

**City of Los Angeles  
Management Representative**

  
Miguel A. Santana  
City Administrative Officer

Approved as to Form and Legality:

  
City Attorney

  
Date

**Appendix A**

**MOU 03**

**Operative on July 1, 2015**

<b>CLASS CODE</b>	<b>TITLE</b>	<b>RANGE #</b>	<b>SALARY RANGE/RATE</b>		
1223-1	ACCOUNTING CLERK I	2299	\$ 48,003	--	\$ 64,686
1223-2	ACCOUNTING CLERK II	2428	\$ 50,697	--	\$ 68,319
0845-1	AIRPORT GUIDE I				\$18.64/HR
0845-2	AIRPORT GUIDE II				\$19.59/HR
3201-0	AIRPORT INFO AIDE	2066	\$ 43,138	--	\$ 58,151
2418-1	ASST PARK SVCS ATTND I				\$15.06/HR
2418-2	ASST PARK SVCS ATTND II				\$18.75/HR
0559-0	CITY ATTY ACCTG CLERK	2304	\$ 48,108	--	\$ 64,832
1141-0	CLERK	1791	\$ 37,396	--	\$ 50,383
1321-0	CLERK STENO	2006	\$ 41,885	--	\$ 56,460
1358-0	CLERK TYPIST	1861	\$ 38,858	--	\$ 52,388
1461-1	COMMUN INFO REP I	2066	\$ 43,138	--	\$ 58,151
1461-2	COMMUN INFO REP II	2299	\$ 48,003	--	\$ 64,686
1461-3	COMMUN INFO REP III	2474	\$ 51,657	--	\$ 69,614
1112-0	COMNTY/ADMN SUP WKR I				\$9.00/HR
1113-0	COMNTY/ADMN SUP WKR II				\$13.88/HR
1114-0	COMNTY/ADMN SUP WKR III				\$17.28/HR
1229-0	CUST SERV SPECIALIST	2491	\$ 52,012	--	\$ 70,115
1137-1	DATA CONTROL ASST I	2418	\$ 50,488	--	\$ 68,027
1137-2	DATA CONTROL ASST II	2546	\$ 53,160	--	\$ 71,639
1433-1	DATA ENTRY OPERATOR I	2000	\$ 41,760	--	\$ 56,292
1433-2	DATA ENTRY OPERATOR II	2116	\$ 44,182	--	\$ 59,571
1121-1	DELIVERY DRIVER I	1809	\$ 37,772	--	\$ 50,885
1121-2	DELIVERY DRIVER II	1974	\$ 41,217	--	\$ 55,562
1121-3	DELIVERY DRIVER III	2133	\$ 44,537	--	\$ 60,051
1493-1	DUP MACH OPERATOR I	1855	\$ 38,732	--	\$ 52,179
1493-2	DUP MACH OPERATOR II	1958	\$ 40,883	--	\$ 55,102
1493-3	DUP MACH OPERATOR III	2066	\$ 43,138	--	\$ 58,151
6143-0	FILM INSPECTOR	1696	\$ 35,412	--	\$ 47,711
1127-0	FINANCE CLERK	1974	\$ 41,217	--	\$ 55,562
1157-1	FINGERPRNT IDEN EXP I	2402	\$ 50,154	--	\$ 67,589

**Appendix A**

**MOU 03**

**Operative on July 1, 2015**

<b>CLASS CODE</b>	<b>TITLE</b>	<b>RANGE #</b>	<b>SALARY RANGE/RATE</b>		
1157-2	FINGERPRNT IDEN EXP II	2538	\$ 52,993	--	\$ 71,451
1157-3	FINGERPRNT IDEN EXP III	2676	\$ 55,875	--	\$ 75,314
1326-0	HEARING REPORTER	3005	\$ 62,744	--	\$ 84,564
0585-0	LEGAL CLERK I	1791	\$ 37,396	--	\$ 50,383
0586-0	LEGAL CLERK II	1974	\$ 41,217	--	\$ 55,562
0580-0	LEGAL SECRETARY I	2348	\$ 49,026	--	\$ 66,085
0581-0	LEGAL SECRETARY II	2569	\$ 53,641	--	\$ 72,307
0582-0	LEGAL SECRETARY III	2714	\$ 56,668	--	\$ 76,379
1172-1	LIBRARY ASST I	2299	\$ 48,003	--	\$ 64,686
1172-2	LIBRARY ASST II	2706	\$ 56,501	--	\$ 76,149
1140-0	LIBRARY CLERCAL ASST	1791	\$ 37,396	--	\$ 50,383
1140-1	LIBRARY CLERCAL ASST I	1791	\$ 37,396	--	\$ 50,383
1140-2	LIBRARY CLERCAL ASST II	1861	\$ 38,858	--	\$ 52,388
0844-0	LOCKER ROOM ATTENDANT				\$14.69/HR
1130-1	MEDICAL SECRETARY I	2299 (2)	\$ 50,676	--	\$ 64,686
1130-2	MEDICAL SECRETARY II	2569 (3)	\$ 59,779	--	\$ 72,307
1111-0	MESSENGER CLERK	1451	\$ 30,297	--	\$ 40,800
2401-0	MUSEUM GUIDE				\$15.82/HR
1360-0	OFFICE SVCS ASSISTANT	1861	\$ 38,858	--	\$ 52,388
1101-0	OFFICE TRAINEE	1113 (5)	\$ 28,877	--	\$ 31,320
0834-0	PARK ACTIVITY MONITOR				\$19.10/HR
2412-1	PARK SERVICES ATT I	1451	\$ 30,297	--	\$ 40,800
2412-2	PARK SERVICES ATT II	2066	\$ 43,138	--	\$ 58,151
2202-0	POLICE SERVICE ASST	2299	\$ 48,003	--	\$ 64,686
2207-1	POLICE SERVICE REP I	2555	\$ 53,348	--	\$ 71,890
2207-2	POLICE SERVICE REP II	2696	\$ 56,292	--	\$ 75,878
2207-3	POLICE SERVICE REP III	3088	\$ 64,477	--	\$ 86,903
1336-0	PR CLERK STENOGRAPHER	2706	\$ 56,501	--	\$ 76,149
3162-A	REPOGRAPHIC OPERATOR I	1958	\$ 40,883	--	\$ 55,102
3162-1	REPROGRAPHIC OPER I	1939	\$ 40,486	--	\$ 54,539
3162-2	REPROGRAPHIC OPER II	2198	\$ 45,894	--	\$ 61,847



**Appendix A**

**MOU 03**

**Operative on July 1, 2015**

<b>CLASS CODE</b>	<b>TITLE</b>	<b>RANGE #</b>	<b>SALARY RANGE/RATE</b>		
1645-0	RISK & INSURANCE ASST	2725	\$ 56,898	--	\$ 76,671
1116-0	SECRETARY	2499	\$ 52,179	--	\$ 70,303
1128-1	SENIOR FINANCE CLERK I	2299	\$ 48,003	--	\$ 64,686
1128-2	SENIOR FINANCE CLERK II	2418	\$ 50,488	--	\$ 68,027
1214-0	SMS PAYMENT CLERK	2561	\$ 53,474	--	\$ 72,057
1143-0	SR CLERK	2299	\$ 48,003	--	\$ 64,686
1323-0	SR CLERK STENO	2299	\$ 48,003	--	\$ 64,686
1368-0	SR CLERK TYPIST	2299	\$ 48,003	--	\$ 64,686
1368-3	SR CLERK TYPIST	2718	\$ 56,752	--	\$ 76,483
1123-0	SR DELIVERY DRIVER	2133	\$ 44,537	--	\$ 60,051
1500-0	SR DUP MACHINE OPERATOR	2313	\$ 48,295	--	\$ 65,083
0587-0	SR LEGAL CLERK I	2299	\$ 48,003	--	\$ 64,686
0588-0	SR LEGAL CLERK II	2418	\$ 50,488	--	\$ 68,027
1357-1	SR TAX RENEWAL ASST I	1415 (5)	\$ 36,707	--	\$ 39,818
1357-2	SR TAX RENEWAL ASST II	1525 (5)	\$ 39,568	--	\$ 42,929
1357-3	SR TAX RENEWAL ASST III	1843 (5)	\$ 47,836	--	\$ 51,908
1192-0	SR TELLER	2418	\$ 50,488	--	\$ 68,027
0532-0	SR WITNESS SVC COORD	2555	\$ 53,348	--	\$ 71,890
1131-1	SWIM POOL CLERK I	1197 (5)	\$ 31,049	--	\$ 33,679
1131-2	SWIM POOL CLERK II	1484 (5)	\$ 38,482	--	\$ 41,760
1356-1	TAX RENEWAL ASST I			\$14.69/HR	
1356-2	TAX RENEWAL ASST II	1166 (5)	\$ 30,234	--	\$ 32,802
1356-3	TAX RENEWAL ASST III	1238 (5)	\$ 32,113	--	\$ 34,849
1356-4	TAX RENEWAL ASST IV	1394 (5)	\$ 36,164	--	\$ 39,234
1146-0	TITLE TRANSFER COORD	2555	\$ 53,348	--	\$ 71,890
7279-0	TRAF CHECKER	1880	\$ 39,254	--	\$ 52,910
6403-0	TRANSIT DOC CONTR ASST	2299	\$ 48,003	--	\$ 64,686
6404-0	TRANSIT POLICE DISPATCH	2696	\$ 56,292	--	\$ 75,878
6400-0	TRANSIT SECRETARY	2499	\$ 52,179	--	\$ 70,303
1190-1	WHARFINGER I	2766	\$ 57,754	--	\$ 77,841
1190-2	WHARFINGER II	3151	\$ 65,793	--	\$ 88,698

**Appendix A**

**MOU 03**

**Operative on July 1, 2015**

<b>CLASS CODE</b>	<b>TITLE</b>	<b>RANGE #</b>	<b>SALARY RANGE/RATE</b>		
0531-0	WITNESS SVC COORD	2358	\$ 49,235	--	\$ 66,357
1775-0	WORKERS COMP CLAIMS AST	2461	\$ 51,386	--	\$ 69,238

**Appendix B**

**MOU 03**

**Operative on December 13, 2015**

<b>CLASS CODE</b>	<b>TITLE</b>	<b>RANGE #</b>	<b>SALARY RANGE/RATE (RANGE STEPS 2 - 11*)</b>		
1223-0	ACCOUNTING CLERK	2238	\$ 48,024	--	\$ 68,340
1358-0	ADMIN CLERK (nee CLERK TYPIST)	1715	\$ 36,791	--	\$ 52,409
0845-1	AIRPORT GUIDE I	1383 (4)	\$ 31,320	--	\$ 42,219
0845-2	AIRPORT GUIDE II	1458 (3)	\$ 32,134	--	\$ 44,537
3201-0	AIRPORT INFO AIDE	1906	\$ 40,883	--	\$ 58,151
2418-1	ASST PARK SVCS ATTND I				\$15.06/HR
2418-2	ASST PARK SVCS ATTND II				\$18.75/HR
0559-0	CITY ATTY ACCTG CLERK	2125	\$ 45,581	--	\$ 64,832
1141-0	CLERK	1651	\$ 35,412	--	\$ 50,383
1321-0	CLERK STENO	1851	\$ 39,714	--	\$ 56,480
1461-1	COMMUN INFO REP I	1906	\$ 40,883	--	\$ 58,151
1461-2	COMMUN INFO REP II	2119	\$ 45,456	--	\$ 64,707
1461-3	COMMUN INFO REP III	2281	\$ 48,943	--	\$ 69,635
1112-0	COMNTY/ADMN SUP WKR I				\$9.00/HR
1113-0	COMNTY/ADMN SUP WKR II				\$15.00/HR
1114-0	COMNTY/ADMN SUP WKR III				\$17.28/HR
1229-0	CUST SERV SPECIALIST	2297	\$ 49,277	--	\$ 70,115
1137-1	DATA CONTROL ASST I	2230	\$ 47,836	--	\$ 68,048
1137-2	DATA CONTROL ASST II	2347	\$ 50,363	--	\$ 71,660
1433-1	DATA ENTRY OPERATOR I	1843	\$ 39,547	--	\$ 56,292
1433-2	DATA ENTRY OPERATOR II	1952	\$ 41,885	--	\$ 59,592
1121-1	DELIVERY DRIVER I	1668	\$ 35,788	--	\$ 50,926
1121-2	DELIVERY DRIVER II	1821	\$ 39,066	--	\$ 55,583
1121-3	DELIVERY DRIVER III	1967	\$ 42,198	--	\$ 60,051
6143-0	FILM INSPECTOR	1564	\$ 33,554	--	\$ 47,732
1127-0	FINANCE CLERK	1821	\$ 39,066	--	\$ 55,583
1157-1	FINGERPRNT IDEN EXP I	2215	\$ 47,523	--	\$ 67,609
1157-2	FINGERPRNT IDEN EXP II	2341	\$ 50,216	--	\$ 71,493
1157-3	FINGERPRNT IDEN EXP III	2468	\$ 52,952	--	\$ 75,335
1326-0	HEARING REPORTER	2771	\$ 59,445	--	\$ 84,606
0585-0	LEGAL CLERK I	1651	\$ 35,412	--	\$ 50,383

\* Step 1 is reserved for agreed upon trainee classifications.

**Appendix B**

**MOU 03**

**Operative on December 13, 2015**

<b>CLASS CODE</b>	<b>TITLE</b>	<b>RANGE #</b>	<b>SALARY RANGE/RATE (RANGE STEPS 2 - 11*)</b>			
0586-0	LEGAL CLERK II	1821	\$ 39,066	--	\$ 55,583	
0580-0	LEGAL SECRETARY I	2165	\$ 46,458	--	\$ 66,085	
0581-0	LEGAL SECRETARY II	2370	\$ 50,843	--	\$ 72,349	
0582-0	LEGAL SECRETARY III	2502	\$ 53,682	--	\$ 76,379	
1172-1	LIBRARY ASST I	2119	\$ 45,456	--	\$ 64,707	
1172-2	LIBRARY ASST II	2495	\$ 53,536	--	\$ 76,170	
1140-1	LIBRARY CLERICAL ASST I	1651	\$ 35,412	--	\$ 50,383	
1140-2	LIBRARY CLERICAL ASST II	1715	\$ 36,791	--	\$ 52,409	
0844-0	LOCKER ROOM ATTENDANT				\$15.00/HR	
1130-1	MEDICAL SECRETARY I	2119 (5)	\$ 50,676	--	\$ 64,707	
1130-2	MEDICAL SECRETARY II	2370 (6)	\$ 59,842	--	\$ 72,349	
1111-0	MESSENGER CLERK	1337 (5)	\$ 31,988	--	\$ 40,841	
2401-0	MUSEUM GUIDE				\$15.82/HR	
1360-0	OFFICE SVCS ASSISTANT	1715	\$ 36,791	--	\$ 52,409	
1101-0	OFFICE TRAINEE	1027 (11)	\$ 31,320	--	\$ 31,320	
0834-0	PARK ACTIVITY MONITOR				\$19.10/HR	
2412-1	PARK SERVICES ATT I	1337 (5)	\$ 31,988	--	\$ 40,841	
2412-2	PARK SERVICES ATT II	1906	\$ 40,883	--	\$ 58,151	
2202-0	POLICE SERVICE ASST	2119	\$ 45,456	--	\$ 64,707	
2207-1	POLICE SERVICE REP I	2356	\$ 50,550	--	\$ 71,911	
2207-2	POLICE SERVICE REP II	2486	\$ 53,328	--	\$ 75,899	
2207-3	POLICE SERVICE REP III	2847	\$ 61,074	--	\$ 86,923	
1336-0	PR CLERK STENOGRAPHER	2495	\$ 53,536	--	\$ 76,170	
3162-A	REPOGRAPHIC OPERATOR I	1806	\$ 38,753	--	\$ 55,102	
3162-1	REPROGRAPHIC OPER I	1787	\$ 38,336	--	\$ 54,559	
3162-2	REPROGRAPHIC OPER II	2027	\$ 43,493	--	\$ 61,847	
1645-0	RISK & INSURANCE ASST	2512	\$ 53,891	--	\$ 76,692	
1116-0	SECRETARY	2304	\$ 49,423	--	\$ 70,324	
1128-1	SENIOR FINANCE CLERK I	2119	\$ 45,456	--	\$ 64,707	
1128-2	SENIOR FINANCE CLERK II	2230	\$ 47,836	--	\$ 68,048	
1214-0	SMS PAYMENT CLERK	2361	\$ 50,655	--	\$ 72,099	

\* Step 1 is reserved for agreed upon trainee classifications.

**Appendix B**

**MOU 03**

**Operative on December 13, 2015**

<b>CLASS CODE</b>	<b>TITLE</b>	<b>RANGE #</b>	<b>SALARY RANGE/RATE (RANGE STEPS 2 - 11*)</b>		
1368-0	SR ADMIN CLERK (nee SR CLERK TYPIST)	2119	\$ 45,456	--	\$ 64,707
1368-3	SR ADMIN CLERK (nee SR CLERK TYPIST)	2506	\$ 53,766	--	\$ 76,525
1143-0	SR CLERK	2119	\$ 45,456	--	\$ 64,707
1323-0	SR CLERK STENO	2119	\$ 45,456	--	\$ 64,707
1123-0	SR DELIVERY DRIVER	1967	\$ 42,198	--	\$ 60,051
0587-0	SR LEGAL CLERK I	2119	\$ 45,456	--	\$ 64,707
0588-0	SR LEGAL CLERK II	2230	\$ 47,836	--	\$ 68,048
1357-1	SR TAX RENEWAL ASST I	1304 (6)	\$ 32,928	--	\$ 39,818
1357-2	SR TAX RENEWAL ASST II	1407 (4)	\$ 31,863	--	\$ 42,929
1357-3	SR TAX RENEWAL ASST III	1700 (8)	\$ 47,857	--	\$ 51,908
1192-0	SR TELLER	2230	\$ 47,836	--	\$ 68,048
0532-0	SR WITNESS SVC COORD	2356	\$ 50,550	--	\$ 71,911
1131-1	SWIM POOL CLERK I	1104 (9)	\$ 31,926	--	\$ 33,700
1131-2	SWIM POOL CLERK II	1368 (8)	\$ 38,503	--	\$ 41,781
1356-1	TAX RENEWAL ASST I			\$15.00/HR	
1356-2	TAX RENEWAL ASST II	1075 (8)	\$ 30,255	--	\$ 32,823
1356-3	TAX RENEWAL ASST III	1142 (8)	\$ 32,134	--	\$ 34,870
1356-4	TAX RENEWAL ASST IV	1285 (6)	\$ 32,468	--	\$ 39,234
1146-0	TITLE TRANSFER COORD	2356	\$ 50,550	--	\$ 71,911
7279-0	TRAF CHECKER	1733	\$ 37,187	--	\$ 52,931
6403-0	TRANSIT DOC CONTR ASST	2119	\$ 45,456	--	\$ 64,707
6404-0	TRANSIT POLICE DISPATCH	2486	\$ 53,328	--	\$ 75,899
6400-0	TRANSIT SECRETARY	2304	\$ 49,423	--	\$ 70,324
1190-1	WHARFINGER I	2551	\$ 54,726	--	\$ 77,882
1190-2	WHARFINGER II	2906	\$ 62,348	--	\$ 88,719
0531-0	WITNESS SVC COORD	2174	\$ 46,646	--	\$ 66,378
1775-0	WORKERS COMP CLAIMS AST	2269	\$ 48,671	--	\$ 69,280

\* Step 1 is reserved for agreed upon trainee classifications.

**Appendix C**

**MOU 03**

**Operative on June 25, 2017**

<b>CLASS CODE</b>	<b>TITLE</b>	<b>RANGE #</b>	<b>SALARY RANGE/RATE (RANGE STEPS 2 - 11*)</b>		
1223-0	ACCOUNTING CLERK	2284	\$ 49,005	--	\$ 69,697
1358-0	ADMIN CLERK (nee CLERK TYPIST)	1752	\$ 37,584	--	\$ 53,474
0845-1	AIRPORT GUIDE I	1410 (4)	\$ 31,946	--	\$ 43,075
0845-2	AIRPORT GUIDE II	1488 (2)	\$ 31,926	--	\$ 45,435
3201-0	AIRPORT INFO AIDE	1944	\$ 41,697	--	\$ 59,341
2418-1	ASST PARK SVCS ATTND I				\$15.36/HR
2418-2	ASST PARK SVCS ATTND II				\$19.13/HR
0559-0	CITY ATTY ACCTG CLERK	2166	\$ 46,479	--	\$ 66,127
1141-0	CLERK	1683	\$ 36,102	--	\$ 51,386
1321-0	CLERK STENO	1887	\$ 40,486	--	\$ 57,608
1461-1	COMMUN INFO REP I	1944	\$ 41,697	--	\$ 59,341
1461-2	COMMUN INFO REP II	2162	\$ 46,374	--	\$ 66,002
1461-3	COMMUN INFO REP III	2326	\$ 49,903	--	\$ 71,034
1112-0	COMNTY/ADMN SUP WKR I				\$9.00/HR
1113-0	COMNTY/ADMN SUP WKR II				\$15.30/HR
1114-0	COMNTY/ADMN SUP WKR III				\$17.63/HR
1229-0	CUST SERV SPECIALIST	2342	\$ 50,237	--	\$ 71,514
1137-1	DATA CONTROL ASST I	2274	\$ 48,797	--	\$ 69,426
1137-2	DATA CONTROL ASST II	2395	\$ 51,386	--	\$ 73,122
1433-1	DATA ENTRY OPERATOR I	1881	\$ 40,361	--	\$ 57,420
1433-2	DATA ENTRY OPERATOR II	1990	\$ 42,700	--	\$ 60,782
1121-1	DELIVERY DRIVER I	1702	\$ 36,519	--	\$ 51,970
1121-2	DELIVERY DRIVER II	1857	\$ 39,839	--	\$ 56,689
1121-3	DELIVERY DRIVER III	2006	\$ 43,034	--	\$ 61,262
6143-0	FILM INSPECTOR	1595	\$ 34,222	--	\$ 48,713
1127-0	FINANCE CLERK	1857	\$ 39,839	--	\$ 56,689
1157-1	FINGERPRNT IDEN EXP I	2260	\$ 48,483	--	\$ 68,967
1157-2	FINGERPRNT IDEN EXP II	2389	\$ 51,260	--	\$ 72,913
1157-3	FINGERPRNT IDEN EXP III	2519	\$ 54,037	--	\$ 76,859
1326-0	HEARING REPORTER	2827	\$ 60,656	--	\$ 86,318
0585-0	LEGAL CLERK I	1683	\$ 36,102	--	\$ 51,386

\* Step 1 is reserved for agreed upon trainee classifications.

**Appendix C**

**MOU 03**

**Operative on June 25, 2017**

<b>CLASS CODE</b>	<b>TITLE</b>	<b>RANGE #</b>	<b>SALARY RANGE/RATE (RANGE STEPS 2 - 11*)</b>		
0586-0	LEGAL CLERK II	1857	\$ 39,839	--	\$ 56,689
0580-0	LEGAL SECRETARY I	2209	\$ 47,398	--	\$ 67,442
0581-0	LEGAL SECRETARY II	2417	\$ 51,845	--	\$ 73,790
0582-0	LEGAL SECRETARY III	2552	\$ 54,747	--	\$ 77,903
1172-1	LIBRARY ASST I	2162	\$ 46,374	--	\$ 66,002
1172-2	LIBRARY ASST II	2546	\$ 54,622	--	\$ 77,715
1140-1	LIBRARY CLERICAL ASST I	1683	\$ 36,102	--	\$ 51,386
1140-2	LIBRARY CLERICAL ASST II	1751	\$ 37,563	--	\$ 53,453
0844-0	LOCKER ROOM ATTENDANT				\$15.30/HR
1130-1	MEDICAL SECRETARY I	2162 (5)	\$ 51,699	--	\$ 66,002
1130-2	MEDICAL SECRETARY II	2417 (6)	\$ 61,011	--	\$ 73,790
1111-0	MESSENGER CLERK	1365 (5)	\$ 32,635	--	\$ 41,676
2401-0	MUSEUM GUIDE				\$16.14/HR
1360-0	OFFICE SVCS ASSISTANT	1751	\$ 37,563	--	\$ 53,453
1101-0	OFFICE TRAINEE	1047 (11)	\$ 31,988	--	\$ 31,988
0834-0	PARK ACTIVITY MONITOR				\$19.48/HR
2412-1	PARK SERVICES ATT I	1365 (5)	\$ 32,635	--	\$ 41,676
2412-2	PARK SERVICES ATT II	1944	\$ 41,697	--	\$ 59,341
2202-0	POLICE SERVICE ASST	2162	\$ 46,374	--	\$ 66,002
2207-1	POLICE SERVICE REP I	2403	\$ 51,553	--	\$ 73,351
2207-2	POLICE SERVICE REP II	2537	\$ 54,434	--	\$ 77,444
2207-3	POLICE SERVICE REP III	2905	\$ 62,327	--	\$ 88,677
1336-0	PR CLERK STENOGRAPHER	2546	\$ 54,622	--	\$ 77,715
3162-A	REPOGRAPHIC OPERATOR I	1841	\$ 39,505	--	\$ 56,209
3162-1	REPROGRAPHIC OPER I	1823	\$ 39,108	--	\$ 55,645
3162-2	REPROGRAPHIC OPER II	2066	\$ 44,328	--	\$ 63,078
1645-0	RISK & INSURANCE ASST	2563	\$ 54,977	--	\$ 78,237
1116-0	SECRETARY	2350	\$ 50,425	--	\$ 71,723
1128-1	SENIOR FINANCE CLERK I	2162	\$ 46,374	--	\$ 66,002
1128-2	SENIOR FINANCE CLERK II	2274	\$ 48,797	--	\$ 69,426
1214-0	SMS PAYMENT CLERK	2409	\$ 51,678	--	\$ 73,539

\* Step 1 is reserved for agreed upon trainee classifications.

**Appendix C**

**MOU 03**

**Operative on June 25, 2017**

<b>CLASS CODE</b>	<b>TITLE</b>	<b>RANGE #</b>	<b>SALARY RANGE/RATE (RANGE STEPS 2 - 11*)</b>		
1368-0	SR ADMIN CLERK (nee SR CLERK TYPIST)	2162	\$ 46,374	--	\$ 66,002
1368-3	SR ADMIN CLERK (nee SR CLERK TYPIST)	2557	\$ 54,852	--	\$ 78,070
1143-0	SR CLERK	2162	\$ 46,374	--	\$ 66,002
1323-0	SR CLERK STENO	2162	\$ 46,374	--	\$ 66,002
1123-0	SR DELIVERY DRIVER	2006	\$ 43,034	--	\$ 61,262
0587-0	SR LEGAL CLERK I	2162	\$ 46,374	--	\$ 66,002
0588-0	SR LEGAL CLERK II	2274	\$ 48,797	--	\$ 69,426
1357-1	SR TAX RENEWAL ASST I	1331 (5)	\$ 31,821	--	\$ 40,612
1357-2	SR TAX RENEWAL ASST II	1435 (3)	\$ 31,633	--	\$ 43,785
1357-3	SR TAX RENEWAL ASST III	1734 (8)	\$ 48,817	--	\$ 52,952
1192-0	SR TELLER	2274	\$ 48,797	--	\$ 69,426
0532-0	SR WITNESS SVC COORD	2403	\$ 51,553	--	\$ 73,351
1131-1	SWIM POOL CLERK I	1126 (8)	\$ 31,696	--	\$ 34,368
1131-2	SWIM POOL CLERK II	1395 (8)	\$ 39,275	--	\$ 42,616
1356-1	TAX RENEWAL ASST I			\$15.30/HR	
1356-2	TAX RENEWAL ASST II	1096 (8)	\$ 30,861	--	\$ 33,471
1356-3	TAX RENEWAL ASST III	1165 (8)	\$ 32,782	--	\$ 35,559
1356-4	TAX RENEWAL ASST IV	1312 (5)	\$ 31,362	--	\$ 40,048
1146-0	TITLE TRANSFER COORD	2403	\$ 51,553	--	\$ 73,351
7279-0	TRAF CHECKER	1769	\$ 37,960	--	\$ 54,017
6403-0	TRANSIT DOC CONTR ASST	2162	\$ 46,374	--	\$ 66,002
6404-0	TRANSIT POLICE DISPATCH	2537	\$ 54,434	--	\$ 77,444
6400-0	TRANSIT SECRETARY	2351	\$ 50,446	--	\$ 71,744
1190-1	WHARFINGER I	2603	\$ 55,854	--	\$ 79,448
1190-2	WHARFINGER II	2965	\$ 63,621	--	\$ 90,515
0531-0	WITNESS SVC COORD	2217	\$ 47,565	--	\$ 67,714
1775-0	WORKERS COMP CLAIMS AST	2315	\$ 49,674	--	\$ 70,658

\* Step 1 is reserved for agreed upon trainee classifications.



**Appendix D**

**MOU 03**

**Operative on January 7, 2018**

<b>CLASS CODE</b>	<b>TITLE</b>	<b>RANGE #</b>	<b>SALARY RANGE/RATE (RANGE STEPS 2 - 1&amp;*)</b>		
1223-0	ACCOUNTING CLERK	2284	\$ 49,005	--	\$ 71,618
1358-0	ADMIN CLERK (nee CLERK TYPIST)	1752	\$ 37,584	--	\$ 54,935
0845-1	AIRPORT GUIDE I	1410 (4)	\$ 31,946	--	\$ 44,266
0845-2	AIRPORT GUIDE II	1488 (2)	\$ 31,926	--	\$ 46,688
3201-0	AIRPORT INFO AIDE	1944	\$ 41,697	--	\$ 60,970
2418-1	ASST PARK SVCS ATTND I				\$15.78/HR
2418-2	ASST PARK SVCS ATTND II				\$19.66/HR
0559-0	CITY ATTY ACCTG CLERK	2166	\$ 46,479	--	\$ 67,944
1141-0	CLERK	1683	\$ 36,102	--	\$ 52,806
1321-0	CLERK STENO	1887	\$ 40,486	--	\$ 59,195
1461-1	COMMUN INFO REP I	1944	\$ 41,697	--	\$ 60,970
1461-2	COMMUN INFO REP II	2162	\$ 46,374	--	\$ 67,818
1461-3	COMMUN INFO REP III	2326	\$ 49,903	--	\$ 72,996
1112-0	COMNTY/ADMN SUP WKR I				\$9.00/HR
1113-0	COMNTY/ADMN SUP WKR II				\$15.72/HR
1114-0	COMNTY/ADMN SUP WKR III				\$18.11/HR
1229-0	CUST SERV SPECIALIST	2342	\$ 50,237	--	\$ 73,477
1137-1	DATA CONTROL ASST I	2274	\$ 48,797	--	\$ 71,326
1137-2	DATA CONTROL ASST II	2395	\$ 51,386	--	\$ 75,126
1433-1	DATA ENTRY OPERATOR I	1881	\$ 40,361	--	\$ 59,007
1433-2	DATA ENTRY OPERATOR II	1990	\$ 42,700	--	\$ 62,452
1121-1	DELIVERY DRIVER I	1702	\$ 36,519	--	\$ 53,390
1121-2	DELIVERY DRIVER II	1857	\$ 39,839	--	\$ 58,255
1121-3	DELIVERY DRIVER III	2006	\$ 43,034	--	\$ 62,953
6143-0	FILM INSPECTOR	1595	\$ 34,222	--	\$ 50,049
1127-0	FINANCE CLERK	1857	\$ 39,839	--	\$ 58,255
1157-1	FINGERPRNT IDEN EXP I	2260	\$ 48,483	--	\$ 70,867
1157-2	FINGERPRNT IDEN EXP II	2389	\$ 51,260	--	\$ 74,917
1157-3	FINGERPRNT IDEN EXP III	2519	\$ 54,037	--	\$ 78,968
1326-0	HEARING REPORTER	2827	\$ 60,656	--	\$ 88,698
0585-0	LEGAL CLERK I	1683	\$ 36,102	--	\$ 52,806

\* Step 1 is reserved for agreed upon trainee classifications.

**Appendix D**

**MOU 03**

**Operative on January 7, 2018**

<b>CLASS CODE</b>	<b>TITLE</b>	<b>RANGE #</b>	<b>SALARY RANGE/RATE (RANGE STEPS 2 - 18*)</b>		
0586-0	LEGAL CLERK II	1857	\$ 39,839	--	\$ 58,255
0580-0	LEGAL SECRETARY I	2209	\$ 47,398	--	\$ 69,301
0581-0	LEGAL SECRETARY II	2417	\$ 51,845	--	\$ 75,815
0582-0	LEGAL SECRETARY III	2552	\$ 54,747	--	\$ 80,054
1172-1	LIBRARY ASST I	2162	\$ 46,374	--	\$ 67,818
1172-2	LIBRARY ASST II	2546	\$ 54,622	--	\$ 79,845
1140-1	LIBRARY CLERICAL ASST I	1683	\$ 36,102	--	\$ 52,806
1140-2	LIBRARY CLERICAL ASST II	1751	\$ 37,563	--	\$ 54,914
0844-0	LOCKER ROOM ATTENDANT				\$15.72/HR
1130-1	MEDICAL SECRETARY I	2162 (5)	\$ 51,699	--	\$ 67,818
1130-2	MEDICAL SECRETARY II	2417 (6)	\$ 61,011	--	\$ 75,815
1111-0	MESSENGER CLERK	1365 (5)	\$ 32,635	--	\$ 42,825
2401-0	MUSEUM GUIDE				\$16.58/HR
1360-0	OFFICE SVCS ASSISTANT	1751	\$ 37,563	--	\$ 54,914
1101-0	OFFICE TRAINEE	1047 (11)	\$ 31,988	--	\$ 32,865
0834-0	PARK ACTIVITY MONITOR				\$20.02/HR
2412-1	PARK SERVICES ATT I	1365 (5)	\$ 32,635	--	\$ 42,825
2412-2	PARK SERVICES ATT II	1944	\$ 41,697	--	\$ 60,970
2202-0	POLICE SERVICE ASST	2162	\$ 46,374	--	\$ 67,818
2207-1	POLICE SERVICE REP I	2403	\$ 51,553	--	\$ 75,377
2207-2	POLICE SERVICE REP II	2537	\$ 54,434	--	\$ 79,574
2207-3	POLICE SERVICE REP III	2905	\$ 62,327	--	\$ 91,120
1336-0	PR CLERK STENOGRAPHER	2546	\$ 54,622	--	\$ 79,845
3162-A	REPOGRAPHIC OPERATOR I	1841	\$ 39,505	--	\$ 57,754
3162-1	REPROGRAPHIC OPER I	1823	\$ 39,108	--	\$ 57,169
3162-2	REPROGRAPHIC OPER II	2066	\$ 44,328	--	\$ 64,812
1645-0	RISK & INSURANCE ASST	2563	\$ 54,977	--	\$ 80,388
1116-0	SECRETARY	2350	\$ 50,425	--	\$ 73,686
1128-1	SENIOR FINANCE CLERK I	2162	\$ 46,374	--	\$ 67,818
1128-2	SENIOR FINANCE CLERK II	2274	\$ 48,797	--	\$ 71,326
1214-0	SMS PAYMENT CLERK	2409	\$ 51,678	--	\$ 75,565

\* Step 1 is reserved for agreed upon trainee classifications.

**Appendix D**

**MOU 03**

**Operative on January 7, 2018**

<b>CLASS CODE</b>	<b>TITLE</b>	<b>RANGE #</b>	<b>SALARY RANGE/RATE (RANGE STEPS 2 - 18*)</b>		
1368-0	SR ADMIN CLERK (nee SR CLERK TYPIST)	2162	\$ 46,374	--	\$ 67,818
1368-3	SR ADMIN CLERK (nee SR CLERK TYPIST)	2557	\$ 54,852	--	\$ 80,221
1143-0	SR CLERK	2162	\$ 46,374	--	\$ 67,818
1323-0	SR CLERK STENO	2162	\$ 46,374	--	\$ 67,818
1123-0	SR DELIVERY DRIVER	2006	\$ 43,034	--	\$ 62,953
0587-0	SR LEGAL CLERK I	2162	\$ 46,374	--	\$ 67,818
0588-0	SR LEGAL CLERK II	2274	\$ 48,797	--	\$ 71,326
1357-1	SR TAX RENEWAL ASST I	1331 (5)	\$ 31,821	--	\$ 41,718
1357-2	SR TAX RENEWAL ASST II	1435 (3)	\$ 31,633	--	\$ 44,996
1357-3	SR TAX RENEWAL ASST III	1734 (8)	\$ 48,817	--	\$ 54,413
1192-0	SR TELLER	2274	\$ 48,797	--	\$ 71,326
0532-0	SR WITNESS SVC COORD	2403	\$ 51,553	--	\$ 75,377
1131-1	SWIM POOL CLERK I	1126 (8)	\$ 31,696	--	\$ 35,308
1131-2	SWIM POOL CLERK II	1395 (8)	\$ 39,275	--	\$ 43,785
1356-1	TAX RENEWAL ASST I			\$15.72/HR	
1356-2	TAX RENEWAL ASST II	1096 (8)	\$ 30,861	--	\$ 34,389
1356-3	TAX RENEWAL ASST III	1165 (8)	\$ 32,782	--	\$ 36,540
1356-4	TAX RENEWAL ASST IV	1312 (5)	\$ 31,362	--	\$ 41,154
1146-0	TITLE TRANSFER COORD	2403	\$ 51,553	--	\$ 75,377
7279-0	TRAF CHECKER	1769	\$ 37,960	--	\$ 55,499
6403-0	TRANSIT DOC CONTR ASST	2162	\$ 46,374	--	\$ 67,818
6404-0	TRANSIT POLICE DISPATCH	2537	\$ 54,434	--	\$ 79,574
6400-0	TRANSIT SECRETARY	2351	\$ 50,446	--	\$ 73,706
1190-1	WHARFINGER I	2603	\$ 55,854	--	\$ 81,641
1190-2	WHARFINGER II	2965	\$ 63,621	--	\$ 93,000
0531-0	WITNESS SVC COORD	2217	\$ 47,565	--	\$ 69,572
1775-0	WORKERS COMP CLAIMS AST	2315	\$ 49,674	--	\$ 72,600

\* Step 1 is reserved for agreed upon trainee classifications.

**MOU 3  
NOTES TO SALARY APPENDICES**

**The following notes shall apply to all eligible employees:**

- A. Notwithstanding Section 4.61, Salary Notes Applicable to the Library Department, Note 5 and Section 4.92(f)(2), Salary Step Advancement, the initial salary step advancement for a part-time employee (half-time, but less than full-time) exempted from Civil Service provisions by Charter Section 1001(d)(4) in a position compensated on salary range shall be in the payroll period following the completion of 1,040 regular paid hours and twelve 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 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.
- B. All employees in the class of Community and Administrative Support Worker I, Code 1112, shall be paid at the appropriate minimum wage as set forth by the Federal and State Government, whichever is higher.

Any person employed in the class of Community and Administrative Support Worker I, Code 1112, in the Department of Aging who is a Program Monitor Trainee enrolled in the Senior Community Service Employment Program shall receive, in addition to his/her regular compensation, two dollars (\$ 2.00) per hour.

- C. Any employee in the class of Communications Information Representative III, Code 1461-3, assigned to a safety dispatch function in the Department of Transportation, Department of Airports, or Police Department who is required to train new employees more than 50% of the time in any one day shall receive salary at the first premium level rate (2.75%) above the appropriate step rate of the salary range for the class for each day so assigned. Additional compensation is non-pensionable.

**The following notes shall apply to employees in the Harbor Department only:**

- D. One employee in the class of Wharfinger I, Code 1190-1, who is assigned the duties of translating manifests and/or bills of lading received in Spanish to the English language, shall receive salary while so assigned, at the second premium level rate (5.5%) above the appropriate step rate of the salary range for the class. Additional compensation is pensionable.
- E. The salary range for the class of Senior Administrative Clerk, Code 1368-3, includes full compensation for night shift differentials and all time worked on

holidays. Any person in the class of Senior Administrative Clerk, filling a position of Senior Administrative Clerk, Code 1368-3, either from reassignment from within the Harbor Department, or transfer from any other City Department shall retain his/her present salary step and anniversary date upon such appointment.

- H. Senior Administrative Clerks, Code 1368-3, assigned as Port Pilot Dispatchers shall receive salary at the second premium level (5.5%) above the appropriate step rate of the salary range prescribed for the class. In addition, these employees will be compensated for each hour of work in excess of eighty (80) hours in the pay period at the overtime rate of time and one-half. Additional compensation is pensionable.
- G. Senior Administrative Clerks, Code 1368-3, assigned as Port Police Dispatchers shall receive salary at the second premium level (5.5%) above the appropriate step rate of the salary range prescribed for the class. In addition, these employees will be compensated for each hour or work in excess of forty (40) hours in a workweek, including all absences with pay authorized by law, at the rate of time and one-half hours for each hour of overtime worked. Additional compensation is pensionable.

**The following notes shall apply to employees in the Office of Finance only:**

- H. Any person employed in the class of Administrative Clerk, Code 1358, when assigned duties as a cashier at least 80% of his/her time in any one day, shall receive salary at the fourth premium level rate above the appropriate step rate of the salary range prescribed for that class. Additional compensation is non-pensionable.
- I. Any Senior Administrative Clerk, Code 1368, or Administrative Clerk, Code 1358, who is assigned by Management in the Office of Finance to provide direct services to taxpayers for 50% or more of his/her time in any one day at the Central, One Stop, San Pedro, Westchester, Watts, Hollywood, West Los Angeles, Van Nuys offices, or other Management designated sites, shall receive salary at the second premium level rate above the appropriate step of the salary range prescribed for the class for each day so assigned. Direct Services involve real-time communication either in person or via the telephone to perform the following duties: establishing and processing new, renewal, change or cancellation of business tax accounts and permits and/or advising applicants or taxpayers concerning the interpretation and application of ordinances and government codes which pertain to the classification and issuance of business tax certificates, licenses or permits. Additional compensation is non-pensionable.

### The following notes shall apply to employees in the Police Department only:

- J. When an employee in the class of Senior Administrative Clerk, Code 1368, who is regularly assigned to the Police Department Records and Identification Division or Training Division, Operations Support Unit, is regularly assigned to operate a remote data entry and recall system (e.g., Video 370 CRT), such employee shall receive salary at the first premium level rate (2.75%) above the appropriate step rate of the salary range for his/her class. Additional compensation is pensionable.
- K. Employees in the class of Administrative Clerk, Code 1358, and Senior Administrative Clerk, Code 1368, who are regularly assigned to an Area Records Unit shall receive salary at the third premium level rate (8.25%) above the appropriate step rate of the salary range for the class. Additional compensation is pensionable.
- L. Employees in the class and pay grades of Police Service Representative II and III, Codes 2207-2 and 2207-3, when assigned (permanent or temporary) to the Communications Division shall be eligible for one "Dispatch Floor" bonus, as follows:
  - 1. Employees with more than five (5) years of aggregate service in the Communications Division, shall receive salary at the second premium level (5.5%) above the appropriate step rate of the salary range prescribed for their class and pay grade. For the purpose of determining eligible years of service in the Communications Division, absences during a qualifying assignment of up to seven consecutive deployment periods shall be included in the qualifying years of service. However, absences contiguous to, and in excess of, seven consecutive deployment periods shall be excluded from the qualifying time and must be made up before being eligible to receive the bonus. (Absences include paid or unpaid time off due to family/medical leave, sick leave, IOD/Workers' Compensation, jury duty, military leave, and personal leaves of absence.) Additional compensation is pensionable.
  - 2. Employees with more than seven (7) years of aggregate service in the Communications Division shall receive salary at the third premium level (8.25%) above the appropriate step rate of the salary range prescribed for their class and pay grade. After qualifying for the five-year "Dispatch Floor" bonus described in N.1. above, for the purpose of determining eligible years of service in the Communications Division for the sixth and seventh years, absences during a qualifying assignment of up to seven consecutive deployment periods shall be included in the qualifying years of service. However, absences contiguous to, and in excess of, seven

consecutive deployment periods shall be excluded from the qualifying time (during the sixth and seventh years) and must be made up before being eligible to receive the bonus. (Absences include paid or unpaid time off due to family/medical leave, sick leave, IOD/Workers' Compensation, jury duty, military leave, and personal leaves of absence.) Additional compensation is pensionable.

3. Employees with more than nine (9) years of aggregate service in the Communications Division shall receive salary at the fourth premium level (11.0%) above the appropriate step rate of the salary range prescribed for their class and pay grade. After qualifying for the seven-year "Dispatch Floor" bonus described in N.2. above, for the purpose of determining eligible years of service in the Communications Division for the eighth and ninth years, absences during a qualifying assignment of up to seven consecutive deployment periods shall be included in the qualifying years of service. However, absences contiguous to, and in excess of, seven consecutive deployment periods shall be excluded from the qualifying time (during the eighth and ninth years) and must be made up before being eligible to receive the bonus. (Absences include paid or unpaid time off due to family/medical leave, sick leave, IOD/Workers' Compensation, jury duty, military leave, and personal leaves of absence.) Additional compensation is pensionable.
- M. Any employee in the class of Police Service Representative, Code 2207, who is assigned to the Emergency Board in the Metro Communications Dispatch Center (MCDC) or Valley Communications Dispatch Center (VCDC), and communicates with the public in the Spanish language, shall receive salary at the first premium level rate (2.75%) above the appropriate step rate of the salary range for the class, in addition to any other compensation provided to the employee under provisions of Section 4.84 of the LAAC. Additional compensation is pensionable.
- M. Any employee in the class of Police Service Representative, Code 2207, assigned to the MCDC or VCDC in the Communications Division who, prior to July 5, 1995 received salary at the first premium level rate (2.75%) above the appropriate step rate of the salary range for the class for the training of citizen volunteers who communicate in the Spanish language, and who is still employed as a PSR in the MCDC or VCDC, shall continue to receive that one premium level rate (2.75%). Further, any employee hired into the class of Police Service Representative, Code 2207, for that purpose prior to July 5, 1995 shall also continue to receive that one premium level rate. Employees hired into the class of Police Service Representative, Code 2207, subsequent to July 5, 1995 will not be eligible for the additional compensation provided under this note. All employees who receive the additional compensation under this note shall be

## Appendix E

considered to be on call for as-needed training of citizen volunteers, and shall not qualify for any other additional compensation for that duty. Additional compensation is pensionable.

- N. Three employees in the class of Senior Administrative Clerk, Code 1368, who are assigned to the Training Division and are required to train department personnel in the use of automated systems, each such employee shall receive salary at the second premium level rate (5.5%) above the appropriate step rate of the salary range for the class. Additional compensation is pensionable.
- O. Notwithstanding Section 4.91 of the LAAC, any employee, who after having occupied a position in the class of Police Service Representative, Code 2207, for less than one year is assigned or appointed to a position in a class covered by this MOU in a lower salary range than Police Service Representative, shall upon such assignment be entitled to receive salary at the step to which such employee would have been eligible had he/she not occupied a position in the class of Police Service Representative.
- P. Employees in the class of Fingerprint Identification Expert, Code 1157, who possess a current Tenprint Examiner Certification issued by the International Association of Identification, shall receive a fixed biweekly bonus of \$15.00. This bonus shall commence at the beginning of the payroll period next succeeding the date the employee presents satisfactory proof of certification to the appointing authority. Additional compensation is non-pensionable.

### **The following notes shall apply to employees in the Department of Public Works only:**

- Q. Any employee in the class of Administrative Clerk, Code 1358 who is regularly assigned to process requests for service, or who is assigned to process requests for service more than 50% of his/her time in any one day, in the Service Request Section of the Bureau of Street Services, Department of Public Works, shall receive salary at the appropriate step of the salary range for Communications Information Representative II, Code 1461-2. When regularly assigned, this bonus is pensionable. When assigned on an hourly or daily basis, this bonus is non-pensionable.
- R. Any employee in the class of Administrative Clerk, Code 1358, who is regularly assigned to process requests for service, or who is assigned to process requests for service more than 50% of his/her time in any one day, through the 800 Hotline phone number in the Solid Resources Collection Division of the Bureau of Sanitation, Department of Public Works, shall receive salary at the appropriate step of the salary range for Communications Information Representative II, Code



## Appendix E

- 1461-2. When regularly assigned, this bonus is pensionable. When assigned on an hourly or daily basis, this bonus is non-pensionable.
- S. Any employee in the class of Administrative Clerk, Code 1358, who is regularly assigned to process requests for service, or who is assigned to process requests for service more than 50% of his/her time in any one day, in the Sewer Service Charge (SSC) Refund and Public Information Section (Financial Management Division) of the Bureau of Sanitation, Department of Public Works, shall receive salary at the appropriate step of the salary range for Communications Information Representative II, Code 1461-2. When regularly assigned, this bonus is pensionable. When assigned on an hourly or daily basis, this bonus is non-pensionable.
- T. Any employee in the class of Senior Administrative Clerk, Code 1368, who is regularly assigned to supervise and process requests for service, or who is assigned to supervise and process requests for service more than 50% of his/her time in any one day, in the Service Request Section of the Bureau of Street Services, Department of Public Works, shall receive salary at the fifth premium level above the appropriate step rate of the salary range prescribed for the class. When regularly assigned, this bonus is pensionable. When assigned on an hourly or daily basis, this bonus is non-pensionable.
- U. Any employee in the class of Senior Administrative Clerk, Code 1368, who is regularly assigned to supervise and process requests for service, or who is assigned to supervise and process requests for service more than 50% of his/her time in any one day, through the 800 Hotline phone number in the Solid Resources Collection Division of the Bureau of Sanitation, Department of Public Works, shall receive salary at the fifth premium level above the appropriate step rate of the salary range prescribed for the class. When regularly assigned, this bonus is pensionable. When assigned on an hourly or daily basis, this bonus is non-pensionable.
- V. Any employee in the class of Senior Administrative Clerk, Code 1368, who is regularly assigned to supervise and process requests for service, or who is assigned to supervise and process requests for service more than 50% of his/her time in any one day, in the Sewer Service Charge (SSC) Refund and Public Information Section (Financial Management Division) of the Bureau of Sanitation, Department of Public Works, shall receive salary at the fifth premium level above the appropriate step rate of the salary range prescribed for the class. When regularly assigned, this bonus is pensionable. When assigned on an hourly or daily basis, this bonus is non-pensionable.
- W. Employees assigned to the West Los Angeles Office, the Valley Office, or the Central District Office of the Bureau of Engineering in the class of Senior Administrative Clerk, Code 1368, when assigned by Management to interpret the

permit related provisions of the Municipal Code, the Bureau Permit Manuals and Policies, and to independently issue S, A, B, Street Use, and S FC permits based on authority from engineering staff for 50% or more of his/her time in any one day shall be compensated at the second premium level above the appropriate step of the salary range prescribed for the class for each day so assigned. When regularly assigned, this bonus is pensionable. When assigned on an hourly or daily basis, this bonus is non-pensionable.

### **The following notes shall apply to employees in the Library Department only:**

- X. Any person in the class of Delivery Driver II, Code 1121-2, when assigned as a relief driver to drive a vehicle weighing two tons or more, on a delivery run which includes loading and unloading of that vehicle, within the same working day, for each day so assigned shall receive salary at the second premium rate (5.5%) above the appropriate step rate of the salary range for the class. This provision shall be limited to a maximum of two (2) persons in the class of Delivery Driver II, per vehicle, per working day, when so assigned. Additional compensation is non-pensionable.
- Y. Any employee assigned by Management to perform duties related to the acquisition or cataloging of Library materials which require the use of a language other than English for the translation or transliteration of such materials, shall receive, in addition to his/her regular compensation, seven dollars (\$7.00) for each day so assigned. Additional compensation is non-pensionable.

### **The following notes shall apply to employees in the Department of Building and Safety only:**

- Z. Any person employed in the class of Administrative Clerk, Code 1358, when assigned duties as a cashier at least 80% of the time in any one day, shall receive salary at the fourth premium level rate above the appropriate step rate of the salary range prescribed for the class. When regularly assigned, this bonus is pensionable. When assigned on an hourly or daily basis, this bonus is non-pensionable.
- AA. Any person employed in the class of Administrative Clerk, Code 1358, when assigned as a relief cashier on an intermittent basis, less than 80% of the time as indicated in Note "Y" above, shall receive salary at the second premium level rate above the appropriate step rate of the salary range prescribed for the class, for each hour worked in such assignment. When regularly assigned, this bonus is pensionable. When assigned on an hourly or daily basis, this bonus is non-pensionable.  
**Note:** Only one Administrative Clerk in each district and branch office will be assigned as the office relief cashier and will be eligible to receive this bonus. An

Administrative Clerk being trained, as a relief cashier, shall also be eligible to receive this bonus for each hour worked in such training. Additional compensation is non-pensionable.

- BB. Any employee in the class of Administrative Clerk, Code 1358, or Clerk Stenographer, Code 1321 who is regularly assigned to process requests for service, or who is assigned to process requests for service more than 50% of his/her time in any one day, through the LADBS Subject Specialty Group phone number for the Department of Building & Safety, shall receive salary at the appropriate step of the salary range for Communications Information Representative II, Code 1461-2. When regularly assigned, this bonus is pensionable. When assigned on an hourly or daily basis, this bonus is non-pensionable.
- CC. Any employee in the class of Senior Administrative Clerk, Code 1368, who is regularly assigned to supervise and process requests for service, or who is assigned to supervise and process requests for service more than 50% of his/her time in any one day, through the LADBS Subject Specialty Group phone number for the Department of Building & Safety, shall receive salary at the fifth premium level above the appropriate step rate of the salary range prescribed for the class. When regularly assigned, this bonus is pensionable. When assigned on an hourly or daily basis, this bonus is non-pensionable.

**The following note shall apply to employees of the Department of Building and Safety Express Permits only:**

- DD. Any employee in the class of Administrative Clerk, Code 1358, who is regularly assigned to process and approve the issuance of building, electrical, plumbing, and mechanical Express Permits involving the knowledge of the City of Los Angeles and State of California regulations related to the issuance of Express Permits, more than 50% of his/her time in any one day, shall receive salary at the second premium level rate above the appropriate step rate of the salary range of the assigned class. When regularly assigned, this bonus is pensionable. When assigned on an hourly or daily basis, this bonus is non-pensionable.
- EE. Any employee in the class of Administrative Clerk, Code 1358, who is regularly assigned to process and approve the issuance of building, electrical, plumbing, and mechanical Express Permits involving the knowledge of the City of Los Angeles and State of California regulations related to the issuance of Express Permits, less than 50% of his/her time in any one day, shall receive salary at the second premium level rate above the appropriate step rate of the salary range of the assigned class for each hour or portion thereof worked in the Express Permits function of the Department of Building and Safety. When regularly

assigned, this bonus is pensionable. When assigned on an hourly or daily basis, this bonus is non-pensionable.

- FF. Any employee in the class of Senior Administrative Clerk, Code 1368, who is regularly assigned to process and approve the issuance of building, electrical, plumbing, and mechanical Express Permits involving the knowledge of the City of Los Angeles and State of California regulations related to the issuance of Express Permits, more than 50% of his/her time in any one day, or supervise employees performing this work more than 50% of their work day, shall receive salary at the second premium level rate above the appropriate step rate of the salary range of the assigned class. When regularly assigned, this bonus is pensionable. When assigned on an hourly or daily basis, this bonus is non-pensionable.
- GG. Any employee in the class of Senior Administrative Clerk, Code 1368, who is assigned to process and approve the issuance of building, electrical, plumbing, and mechanical Express Permits involving the knowledge of the City of Los Angeles and State of California regulations related to the issuance of Express Permits, less than 50% of his/her time in any one day, or supervise employees performing this work, shall receive salary at the second premium level rate above the appropriate step rate of the salary range of the assigned class for each hour or portion thereof worked in the Express Permits function of the Department of Building and Safety. Additional compensation is non-pensionable.

An Administrative Clerk or Senior Administrative Clerk is eligible to receive only one bonus under this section.

**The following note shall apply to employees of El Pueblo de Los Angeles State Historic Monument only:**

- HH. Members of this Unit who were employed by El Pueblo de Los Angeles State Historic Monument between May 17, 1977 and June 30, 1995 and who became members of LACERS on July 1, 1995 and who are not vested in LACERS at the time they separate from City service, but whose age and combined service with El Pueblo during the specified period and any other City service would have made him or her eligible for an unreduced retirement (had all of the time been covered under LACERS) shall be compensated for the balance of accumulated sick leave at full pay and 50% of full pay remaining unused at the date of separation in the same manner provided under LAAC Section 4.126 for retirements.

**The following notes shall apply to employees in the Department of General Services only:**

- II. Eleven employees in the class of SMS Payment Clerk, Code 1214, who are regularly assigned to perform SMS Pay cycle functions, conduct training of SMS Accounts, or review work completed by other SMS Payment Clerks, shall receive salary at the second premium level rate above the appropriate rate of the salary range prescribed for the class of SMS Payment Clerk, Code 1214. Additional compensation is pensionable.
  
- JJ. Whenever a Communications Information Representative, Code 1461, in the Department of General Services, is designated and assigned by Management to act as lead over another Communications Information Representative for over 50 percent of their work shift, he/she shall receive compensation at the second premium level rate above the appropriate step of the salary range prescribed for the class while so assigned. The designation, re-designation or removal of a lead assignment shall be a Management prerogative and may occur any time Management deems it appropriate. Additional compensation is non-pensionable.

**The following note shall apply to employees in the Housing Department only:**

- KK. Any Senior Administrative Clerk, Code 1368, or Administrative Clerk, Code 1358, who is assigned by Management in the Housing Department to provide direct services to citizens for 50% or more of his/her time in any one day at the various Housing Department offices or other Management-designated sites, shall receive salary at the second premium level rate above the appropriate step of the salary range prescribed for the class for each day so assigned. Direct services involve real-time communication in person at Housing Department public information counters performing the following duties: relaying information to the public in regards to the provisions of the Rent Stabilization Ordinance (RSO), SCEP Ordinance, Housing Code and relevant laws, and receiving and processing payments for rent and code enforcement program fees. When regularly assigned, this bonus is pensionable. When assigned on an hourly or daily basis, this bonus is non-pensionable.

**The following note shall apply to employees in the City Attorney's Office:**

- LL. Effective January 1, 2008, employees at the Legal Secretary I level shall be advanced to the Legal Secretary II level upon completion of twenty-four (24) consecutive months of service and an overall satisfactory evaluation. The parties agree that evaluations must have been completed no later than thirty (30) calendar days after the employee's twenty-four (24) month anniversary date. Failure to complete an evaluation prior to that date shall result in an automatic promotion after twenty-four (24) consecutive months of service.

**The following notes shall apply to employees in the Department of Airports and Department of Transportation only:**

MM. Any Communications Information Representative III, Code 1461-3, regularly assigned to a safety dispatch center within the Department of Airports or Department of Transportation, shall receive compensation at the second premium level rate above the appropriate step of the salary range prescribed for the class while so assigned. Additional compensation is pensionable.

**The following note shall apply to employees in any department in the classification of Accounting Clerk only:**

NN. Effective at the start of the pay period following City Council adoption of the 2015-2018 MOU, Pay Grades I and II in the classification of Accounting Clerk shall be consolidated (class codes 1223-1 and 1223-2 shall be replaced by class code 1223-0). All employees in this classification will be on the same salary range, and will not have a differentiation in levels of duties.

1. Employees in Pay Grade I will be moved to the approved salary range for Accounting Clerk II. Movement will result in the Pay Grade I employee being moved to the same salary step number within the Pay Grade II salary range (i.e., Step 4 in salary range of Pay Grade I will move to Step 4 in salary range of Pay Grade II; Step 5 in salary range of Pay Grade 1 will move to Step 5 in salary range of Pay Grade II; and so on).
2. All employees in Pay Grade I who are transitioned to the higher salary range of Pay Grade II will receive a new step anniversary date, upon the implementation of the new salary.

## 7(b) WORK PERIOD

## APPENDIX F

In conjunction with the overtime provisions of Article 33, employees on a 7(b) work period shall be paid FLSA overtime in accordance with FLSA Section 7(b)(2)[29 U.S.C. §207(b)(2)] for all hours worked in excess of the following thresholds:

1. All hours worked over 12 hours per day or 56 hours of work per week (whichever results in greater benefit to the employee) up until the number of hours guaranteed (up to 2,080).
2. All hours worked over 40 in a workweek after the guaranteed number of hours have been worked, if the hours guaranteed for a 52-week period are less than 2,080. Also, the hours guaranteed must not be less than 1,840.
3. All hours worked beyond 2,080 hours up to 2,240 hours.
4. Employees will not work over 2,240 hours in a 52-week period. If an employee works over 2,240 hours in the 52-week period, overtime is paid for all hours worked over 40 in each workweek during the 52-week period less straight-time and overtime pay previously paid.

FLSA overtime compensation for these employees 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.

Letter of Intent

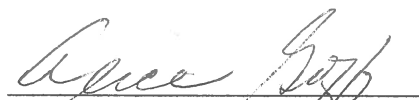
2015-2018 Memorandum of Understanding  
For  
MOU 03 – Clerical and Support Services Unit

In conjunction with the 2015-2018 Memorandum of Understanding, the Office of the City Administrative Officer, the Office of the City Attorney and the American Federation of State, County and Municipal Employees, Local 3090, agree to the following:

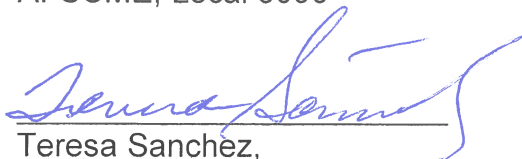
1. To meet and discuss the issues affecting the classification of Legal Secretary. Discussions may include pay grade descriptions, pay grade expansion, and testing.
2. A bargaining team of not more than three (3) Legal Secretaries will be appointed by Local 3090 to meet on these issues. Additional Legal Secretaries may be added upon mutual agreement of all parties.
3. Commence discussion no later than sixty (60) days after the implementation of this MOU and work in conjunction with the Human Resources Division of the Office of City Attorney and Employee Relations Division of the CAO's Office to discuss the Legal Secretary classification.

This Letter of Intent shall expire concurrent with the MOU.

FOR THE UNION:



Alice Goff, President  
AFSCME, Local 3090

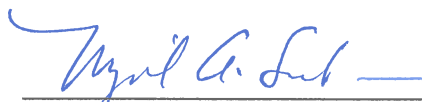


Teresa Sanchez,  
AFSCME, Council 36

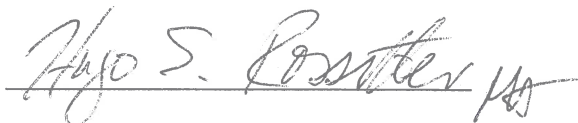
12/10/15

Date

FOR MANAGEMENT:



Miguel A. Santana, CAO  
Office of the City Administrative Officer



Office of the City Attorney

12/10/15

Date