

**MEMORANDUM OF UNDERSTANDING NO. 3
FOR JOINT SUBMISSION TO THE CITY COUNCIL
REGARDING THE CLERICAL AND
SUPPORT SERVICES UNIT**

**THIS MEMORANDUM OF UNDERSTANDING made and entered into this 10th day
of December, 2007.**

BY AND BETWEEN

**THE HEADS OF DEPARTMENTS, OFFICES OR BUREAUS REPRESENTED HEREIN
(hereinafter referred to as "Management")**

AND

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

July 1, 2007 through June 30, 2012

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LETTERS OF INTENT

Communication Information Representatives
Payroll System
Holiday Premium Pay

LETTERS OF AGREEMENT

Mutual Commitment to LA's Future
Joint Labor Management Committees
Gains Sharing JLMC
Implementing Mutual Gains Bargaining

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 Appendices A through F, 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 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 Memorandum of Understanding in its entirety, and
- B. The heads of those departments, offices or bureaus represented herein have approved this Memorandum of Understanding in its entirety in the manner required by law, and
- C. The City Council has approved this Memorandum of Understanding in its entirety.

Where resolutions, ordinances or amendments to applicable codes are required, those articles of this Memorandum of Understanding 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 Memorandum of Understanding is entered into on December 10, 2007, by the City Administrative Officer, as authorized management representative of the City Council, and the authorized management representatives of the Departments of Aging, Airports, Animal Services, Building and Safety, City Administrative Officer, City Attorney, City Clerk, Commission for Children, Youth and Their Families, Commission on the Status of Women, Community Development, Controller, Convention Center, Cultural Affairs, Disability, El Pueblo, Emergency Preparedness, Environmental Affairs, Ethics Commission, Finance, Fire, Fire and Police Pension Systems (Pensions), General Services, Harbor, Housing, Human Relations Commission, Information Technology Agency, Library, Los Angeles City Employees' Retirement System (LACERS), Mayor, Neighborhood Empowerment,

Personnel, Planning, Police, Public Works, Recreation and Parks, Transportation, Treasurer, Zoo (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 Union in writing, within thirty (30) days from the effective date of this Memorandum of Understanding and each 30 days thereafter an alphabetized list of employees subject to this Memorandum of Understanding, 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 Memorandum of Understanding 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 Appendices A through F, herein.

A. DUES/FEES

1. a. Each permanent employee* in this unit who is not on unpaid leave of absence shall, as a condition of continued employment, become a member of the appropriate local union represented in negotiations by the 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 38 hours. Such amounts shall be determined by the Union and implemented by the City in the first payroll period, which starts 30 days after written notice of the new amount is received by the Controller. (*A permanent employee is defined as one who has completed six continuous months of City service from his/her original date of appointment.)

Effective the start of the payperiod following Council approval of this MOU, the minimum number of compensated hours for assessment of the service fee shall be 20 hours.

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- b. Notwithstanding any provisions 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.

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

B. EXCEPTIONS

1. Management, 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, 106 S. Ct. 1066 (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 recruitment bulletins. Tentative examination bulletins, approved by the Head of the Examining Division of the

Personnel Department will be e-mailed two (2) calendar days prior to the date that said bulletins are scheduled to be promulgated by the General Manager Personnel Department or approved by the Civil Service Commission.

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 Memorandum of Understanding, 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 security 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.

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 accessories for the workstation (i.e. copy holder, separate lamp, 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.

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 VDT Optical Plan funds provided for in Article 48 of this MOU to contract for VDT 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 working 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 working 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 a 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 four (4) years from the date the most recent notice was issued or management action taken. (It is mutually understood that in the Police Department a "Notice to Correct Deficiencies" is not considered a form of discipline and a copy is not placed in the departmental personnel folder. Written reprimands will not be sealed in the Police Department. Employees may request, instead of sealing, that such documents be stored separately from the official departmental personnel folder. These documents shall be accessible only to selected departmental personnel.)

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

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

<u>Class Code</u>	<u>Class</u>
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
0845-1	Airport Guide I (when provided wash and wear uniform)
0845-2	Airport Guide II (when provided wash and wear uniform)

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>
1141	Clerk (Van Nuys Flyaway Bus Terminal - Airports employees only)
1358	Clerk Typist (Van Nuys Flyaway Bus Terminal - Airports employees only)

<u>Class Code</u>	<u>Class</u>
1368	Senior Clerk Typist (Van Nuys Flyaway Bus Terminal - Airports employees only)
1368-3	Senior Clerk Typist - Harbor (Port Police Office only)
0845 - 1, 2	Airport Guide I, II (when provided dress uniforms requiring dry cleaning)

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 (Department of General Services only)

Except for the employees in the classes in the Airports Department listed above, the provisions of this Article shall not apply to the Airports Department, which provides, maintains and replaces uniform items for those employees covered by this Article.

C. Police Service Representative

Effective the start of the payperiod 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, 2007, 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, 2012, 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, 2010, 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, 2010, 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 June 30, 2012, 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

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

<u>Class Code</u>	<u>Class</u>
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. Provided, however, that any jury attendance fees received by any employee who receives regular salary pursuant to this provision, except those fees received for jury service performed on a regular day off or a holiday shall be paid to the City and deposited in the General Fund. A prorated portion of jury service fees received by a half-time employee shall be paid to the City when those fees are received for jury service

performed on days for which the employee is scheduled to work a portion of a day. 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. Any money received as compensation for mileage is not to be considered as a part of the employee's pay for these purposes.

Employees summoned for jury service are not authorized to waive jury attendance fees and will be expected to remit the appropriate fees to the City upon completion of service pursuant to Section 4.111 of the LAAC.

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

1. The following procedure shall be used for grievances filed from July 1, 2007 through December 31, 2007. For grievances filed on or after January 1, 2008, the procedure under subsection 2., below, shall apply.

Section I - Definitions

A grievance is defined as any dispute concerning the interpretation or application of this written Memorandum of Understanding or departmental rules and regulations governing personnel practices or working conditions applicable to employees covered by this Memorandum of Understanding. An impasse in meeting and conferring upon the terms of a proposed Memorandum of Understanding is not a grievance.

Section II - Responsibilities and Rights

1. Nothing in this grievance procedure shall be construed to apply to matters for which an administrative remedy is provided by the City Charter. 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 may 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 remedy chosen and a waiver of the alternative remedy.
2. No grievant shall lose his/her right to process his/her grievance because of Management-imposed limitations in scheduling meetings.
3. The grievant has the responsibility to discuss his/her grievance informally with his/her immediate supervisor. The immediate supervisor will, upon request of a grievant, discuss the grievance with him/her at a mutually satisfactory time. The grievant may be represented by a representative of his/her choice in the informal discussion with his/her immediate supervisor, and in all formal review levels provided, however, that when more than one employee is aggrieved and the facts and issues of the alleged grievance are the same and if all affected employees agree to waive their right to discuss the grievance with their immediate supervisor, a single immediate supervisor will be designated to discuss the grievance at the informal level with one affected employee and the employee's representative. Such grievance will be processed as a single grievance through all formal levels of review.

All affected employees involved in the action must waive their respective right to discuss the grievance at the informal level with their immediate supervisor on a form provided by Management prior to the discussion with the designated supervisor.

4. The time limits between steps of the grievance procedure provided herein may be extended by mutual agreement, or by mutual agreement, the grievant and Management may waive one level of review from this grievance procedure.
5. Management shall notify Union of any formal grievance filed that involves the interpretation and/or application of the provisions of this Memorandum of Understanding, and a Union Staff Representative shall have the right to be present and participate in the discussion at any formal grievance meeting concerning such a grievance. If Union Staff Representative elects to attend said grievance meeting, he/she shall inform the head of the department, office or bureau of his/her intention. Union is to be notified of the resolution of all other formal grievances.

Section III - Procedure

The grievance procedure for employees covered by this Memorandum of Understanding shall be as follows:

Step 1 - Informal Discussion

The grievant shall discuss his/her grievance with his/her immediate supervisor on an informal basis in an effort to resolve the grievance and said grievance shall be considered waived if not so presented to the immediate supervisor within ten (10) calendar days following the day during which the event upon which the grievance is based occurred.

The immediate supervisor shall respond within five (5) calendar days following his/her meeting with the grievant. Failure of the immediate supervisor to respond within such time limit shall entitle the grievant to process his/her grievance at the next step.

Step 2 - First Level of Review

If the grievance is not settled at Step 1, the grievant may serve written notice of the grievance on a form provided by the department, office or bureau upon the person designated to review the grievance at Step 2 within seven (7) calendar days of receipt of the grievance response at Step 1. Failure of the grievant to serve such written notice shall constitute a waiver of the grievance.

If such written notice is served, said person shall meet with the grievant, and a written decision or statement of the facts and issues shall be rendered to the grievant and his/her representative, if any, within fifteen (15) calendar days from the date of service. Failure of Management to respond within such time limit shall entitle the grievant to process his/her grievance at the next level of review.

Step 3 - Second Level of Review

If the grievance is not settled at Step 2, the grievant may serve written notice of the grievance on said form upon the person designated to review the grievance at Step 3 within seven (7) calendar days of receipt of the Step 2 grievance response. Failure of the grievant to serve such written notice shall constitute a waiver of the grievance.

If such written notice is served, said person shall meet with the grievant, and a written decision or statement of the facts and issues shall be rendered to the grievant and his/her representative, if any, within fifteen (15) calendar days from the date of service. Failure of Management to respond within such time limit shall entitle the grievant to process his/her grievance at the next level of review.

Step 4 - General Manager/Commission Review (Third Level of Review)

If the grievance is not settled at Step 3, the grievant may serve written notice of the grievance on said form upon his General Manager or designee within seven (7) calendar days following receipt of the grievance response at Step 3. Failure of the grievant to serve such notice shall constitute a waiver of the grievance. If such notice is served, the grievance shall be heard by the General Manager or his/her designee, or in the case of departments under the administrative control of a board of commissioners, by the Commission or the General Manager or their designee, as shall be determined by the head of the department involved. The General Manager/Commission or their designee will afford the parties an opportunity to present oral and/or written arguments on the merits of the grievance and shall render to the grievant and his/her representative, if any, a written decision within thirty (30) calendar days from the date said arguments were submitted.

Step 5 - Mediation

If the written decision at Step 4 does not settle the grievance, within ten (10) calendar days of receipt of such response, the grievant and Union jointly may request mediation by letter to the Employee Relations Officer. This step is optional. Either the grievant/Union or Management may waive mediation and proceed directly to arbitration. Within ten (10) calendar days of receipt of a request for mediation, the Employee Relations Officer 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 should be to assist the parties in settling the grievance in a mutually satisfactory fashion. The mediation procedure shall be informal. Court reporters shall not be allowed to be present, the rules of evidence shall not apply and no 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 as well as anything said by the parties during mediation shall not be used during any subsequent arbitration. Notwithstanding the above, and Section 4.865 of the Employee Relations Ordinance, the parties may, upon mutual agreement, agree to accept the opinion of the mediator as binding, in lieu of arbitration.

Step 6 - Arbitration

If the written decision at Step 4 or mediation does not settle the grievance, the grievant and Union jointly may serve upon the head of the department, office or bureau a written notice that a written request for arbitration has been filed with the Employee Relations Board. The request for arbitration must be filed with the Employee Relations Board within fifteen (15) calendar days following the date of service of the written decision of the General Manager/Commission or their designee. Failure of the grievant and Union jointly 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 meet for the purpose of selecting an arbitrator from a list of seven arbitrators furnished by the Employee Relations Board, within seven (7) calendar days following receipt of said list.

1. Arbitration of a grievance hereunder shall be limited to the formal grievance as originally filed by the employee to the extent that said grievance has not been satisfactorily resolved. The proceedings shall be conducted in accordance with applicable rules and procedures adopted or specified by the 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.
 2. The decision of an arbitrator resulting from any arbitration of a grievance hereunder shall be binding upon the parties concerned, except for grievances involving the Harbor Department and Department of Pensions, which shall be advisory only.
 3. The decision of an arbitrator resulting from any arbitration of grievances hereunder shall not add to, subtract from, or otherwise modify the terms and conditions of this Memorandum of Understanding.
2. The following procedure shall be used for grievances filed on or after January 1, 2008:

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 Memorandum of Understanding.
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 thru 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 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 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 or 3A. 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 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 Memorandum of Understanding.

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 30 business days from the date of meeting with the union.

STEP 2

If the grievance is not settled at Step 1, or Step 1A 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 Unit. The Union shall provide all departments, offices or bureaus with a written list of employees who have been so designated. Management will quarterly accept changes to the list presented by the Union. A union steward may represent an 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 presentation of grievances or participation in pre-disciplinary meetings or interviews. However, said steward will receive paid time off only if he/she is the representative of record, a member of the Union and the same Unit 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. 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, excluding scheduled days off and/or legal holidays, after the time of the steward's request unless otherwise mutually agreed to. Denial of permission to leave at the time requested for representation of a grievance will automatically constitute an extension of time limits provided in the grievance procedure herein, equal to the amount of the delay. No time limit extensions will be provided for presentation of Skelly packages when a delay would affect the department's ability to preserve a statute of limitations.

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 1, 2008, 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.

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

Effective March 1, 2008, certified stewards shall be authorized to spend up to one (1) hour of City time working to investigate each dispute raised under Article 3.1, Grievance Procedure.

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 Memorandum of Understanding results in any significant changes to the composition of this representational Unit, the parties to this Memorandum of Understanding 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 Memorandum of Understanding, said party shall serve upon the other during the period from February 15, 2012, through March 15, 2012, its written proposals for such successor Memorandum of Understanding with the exception of Union's salary proposals, which shall be presented to Management no later than April 1, 2012. Meet and confer sessions shall begin no later than thirty (30) calendar days following the receipt of Union's request for such meetings.

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.

ARTICLE 26 VACATIONS

Management's present practices with regard to vacations will be continued during the term of this Memorandum of Understanding. 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:

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

Years of Service Completed	Number of Vacation Days	Monthly Accrual Rate In Hours/Minutes
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 Memorandum of Understanding. 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.

The parties agree to reopen this article during the term of the MOU to discuss compensation for Airport Guides.

ARTICLE 29 SIGN LANGUAGE PREMIUM

Any qualified employee who is covered by the provisions of this Memorandum of Understanding and is requested by the Communications Assistance Center to utilize sign language 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.

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 (hereinafter Flex Program) and any modifications thereto as recommended by the Joint Labor-Management Benefits Committee and approved by the City Council.

If there are any discrepancies between the benefits described herein and the Flex Program approved by the Joint Labor-Management Benefits Committee, the Flex Program benefits will take precedence.

Section I - Health Plans

The health plans offered and benefits provided by those plans shall be those approved by the City's Joint Labor-Management Benefits Committee and administered by the Personnel Department in accordance with LAAC Section 4.303.

Effective January 1, 2007, Management agrees to contribute a monthly sum not to exceed \$857.02 per month per full-time employee, effective the beginning of the pay period in which the Kaiser yearly premium rate change is implemented, toward the cost of a City-sponsored health plan for employees who are members of the Los Angeles City Employees' Retirement System (LACERS).

Effective January 1, 2008, Management agrees to contribute for each full-time employee who is a member of LACERS a subsidy equal to the cost of his/her medical plan, not to exceed \$948.36.

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.

During the term of this MOU, Management's monthly subsidy for full-time employees shall increase by the increase in the Kaiser Permanente family 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.

Management agrees to contribute for each half-time employee, as defined by Article 49 of this MOU, 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 \$329.62, effective January 1, 2007. 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.

Effective January 1, 2008, Management agrees to contribute for each half-time employee a monthly subsidy not to exceed \$364.76 per employee.

During the term of this MOU, Management's monthly 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.

Employees who transfer from full-time to half-time under the provisions of Article 51, Family and Medical Leave, shall continue to receive the same subsidy as full-time employees and shall be subject to any adjustments applied to that subsidy as provided 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 Joint Labor-Management Benefits Committee 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 Joint Labor-Management Benefits Committee and administered by the Personnel Department in accordance with LAAC Section 4.303.

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

For each half-time employee, as defined by Article 49 of this MOU, 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 Joint Labor-Management Benefits Committee 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 complete a confidential affidavit to be filed in the Employee Benefits Office, Personnel Department, which shall be signed by the City employee and the domestic partner, declaring the existence of a domestic partnership.

By extending to an employee the specific benefits defined by this Article, the City does not intend to confer or imply any other unspecified benefits to such employee, or to the employee's domestic partner, or to the dependents of such 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 for a maximum of nine (9) pay periods. The continuance of the health plan subsidy shall include coverage of any new dependent. Employees are responsible for notifying the Employee Benefits Office of any additional dependent(s). Dependents may be added only within 30 days of becoming dependents or during the City's annual open enrollment period.

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 M.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 Clerk Typists 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 4.222 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 payperiod 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 payperiod 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 payperiod 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 Memorandum of Understanding. 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, twenty-four (24) 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 the start of the payperiod following the date of Council approval of this MOU, the total number of hours of 100% sick leave that may be used to secure preventive medical treatment shall increase to thirty-two (32) hours.

B. Sick Leave Benefit - Part-Time Employees

Half-time employees as defined by Article 49.1.A. of this Memorandum of Understanding must complete a period of six consecutive months of service, and have been compensated for at least 500 hours before qualifying for sick leave. 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 by Article 49.1.B. of this MOU shall not be entitled to accrue or use sick leave benefits.

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.

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.

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.

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 Memorandum of Understanding. The aggregate number of working days allowed in any one calendar year with full pay shall not exceed twelve (12) 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 twelve (12) 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, grandparents, 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 complete a confidential affidavit to be filed in the Employee Benefits Office, Personnel Department, which shall be signed by the City employee and the domestic partner, declaring the existence of a domestic partnership with a named domestic partner. No affidavit is required to secure family illness benefits arising from the illness or injury of a household member (any person residing in the immediate household of the employee at the time of the illness or injury). By extending to an employee the specific benefits defined by this Article, the City does not intend to confer or to imply any other unspecified benefits to such employee, or to the employee's domestic partner, or to the employee's household members, or to any other person.

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 Memorandum of Understanding. 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, as defined in Section 4.127.1 of the LAAC, shall include the father, father-in-law, mother, mother-in-law, brother, sister, spouse, child, grandparents, grandchildren, step-parents, step-children, great-grandparents, 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 complete a confidential affidavit to be filed in the Employee Benefits Office, Personnel Department, which shall be signed by the City employee and the domestic partner, declaring the existence of a domestic partnership with a named domestic partner. No affidavit is required to secure bereavement leave benefits arising from the death of a household member (any person residing in the immediate household of the employee at the time of death). By extending to an employee the specific benefits defined by this Article, the City does not intend to confer or to imply any other unspecified benefits to such employee, or to the employee's domestic partner, or to the employee's household members, or to any other person.

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.

ARTICLE 38 MILITARY LEAVE

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

ARTICLE 39 RETIREMENT BENEFITS

A. Benefits

For employees hired prior to January 1, 1983, retirement benefits including the Beta Retirement Formula and subsidies of: 1) one-half the employees' retirement contribution rates, and 2) an additional two percent (2%) of compensation earnable after the one-half subsidy, shall be continued during the term of this MOU. For employees hired January 1, 1983, and thereafter, the Beta Retirement Formula and a flat-rated employee retirement contribution of six percent (6%) shall be continued.

B. Procedure for Benefits Modifications

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.

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.

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.

C. Half-Time Employees

1. Half-time employees in this Unit eligible for membership in LACERS shall, upon written request to the appointing authority, be certified as LACERS members upon appointment, or anytime thereafter. This provision shall apply to half-time employees hired in accordance with Civil Service provisions of the Charter and to exempt employees appointed to regular and continuous half-time schedules.

Halftime employees who are exempt from Civil Service shall be certified following two years of continuous half-time service of at least 1000 compensated hours during each of the two years.

2. This provision shall not apply to employees certified as LACERS members prior to July 24, 1989.

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 Memorandum of Understanding 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 Memorandum of Understanding. 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 Memorandum of Understanding.

ARTICLE 42 PROVISIONS OF LAW AND SEPARABILITY

It is understood and agreed that this Memorandum of Understanding 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 Memorandum of Understanding 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 Memorandum of Understanding 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 Memorandum of Understanding 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 Memorandum of Understanding shall commence on the date when the terms and conditions for its effectiveness, as set forth in Article 2, Implementation of Memorandum of Understanding, are fully met, but in no event shall said Memorandum of Understanding become effective prior to 12:01 a.m. on July 1, 2007. This Memorandum of Understanding shall expire and otherwise be fully terminated at 11:59 p.m. on June 30, 2012.

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 Memorandum of Understanding, 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 Appendices A through F 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:

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

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

B. Multiple Cases

An off-duty employee who receives morning and afternoon subpoenas for separate cases on a court day shall receive overtime compensation as in Paragraph A(1) above, 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 MOU, Management agrees to provide an appropriation of \$120,000 to the Personnel Department for the exclusive purpose of funding training programs for members of this Unit. 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, 2010 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 VDT OPTICAL 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 Video Display Terminal (VDT) equipment should have a complete eye exam by an optometrist trained in the VDT field.

The Union shall contract with a VDT Optical Plan provider. The service provider shall employ qualified professional staff to provide an optometric exam containing these elements:

1. Unaided Visual Acuity (letter chart test)
2. Refractive Findings (are glasses required?)
3. Corrected Visual Acuity (using glasses if required)
4. Amplitude Accommodation (fine focus)
5. Suppression (squint or "lazy eye")
6. Distance Muscle Balance (Maddox Rod)
7. One Metre Muscle Balance (Maddox Rod)
8. Near Muscle Balance (Maddox Wing)
9. Slit Lamp Biomicroscopy - For lens and lens capsule changes (cataracts, opacities, roughening, thickening)

The service provider shall also provide to each employee special glasses for VDT work, when necessary.

The Union shall have the responsibility to ensure that only the employees of this Unit who operate City VDT equipment shall be eligible for this optometric exam and the special 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 VDT 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 2007-08 to cover the cost of the VDT Optical Plan. The City Controller will pay the sum of \$83,000 on or about July 1, 2008 for fiscal year 2008-09; \$83,000 on or about July 1, 2009 for fiscal year 2009-10; \$83,000 on or about July 1, 2010 for fiscal year 2010-11; and \$83,000 on or about July 1, 2011 for fiscal year 2011-12 to cover the cost of the VDT Optical Plan.

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

The VDT 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, 2007, for the 2006-07 fiscal year, by July 31, 2008, for the 2007-08 fiscal year, July 31, 2009 for the 2008-09 fiscal year, July 31, 2010 for the 2009-10 fiscal year, July 31, 2011 for the 2010-11 fiscal year. The payments made for the 2007-08 through 2010-11 fiscal years will be limited to funding the cost of VDT 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 VDT Optical Plan.

If, in the City's opinion, the Union and/or the VDT Optical Plan commits a major breach of the provisions of this agreement, the City may, at its discretion, discontinue further payments in support of the VDT Optical Plan. Reasons for discontinuing payments include, but are not limited to: (1) failure of the Union and/or the VDT Optical 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 VDT Optical Plan; or (3) failure of the Union and/or the VDT Optical 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 the 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 (1040 hours) or more in any calendar 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 on-call work schedule of less than half-time of the available working time (less than 1040 hours) in a service year. Compensation as established in Appendices A through F 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. It is hereby agreed that all part-time employees that are hired after July 24, 1989, 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 7b 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 1040 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 Administrative Code Section 4.254, employees are permitted to accumulate vacation not to exceed two (2) annual vacation periods, and all accumulated vacation not to exceed two (2) annual vacation periods, and all accumulated vacation leave in excess of such amount shall be deemed waived and lost. 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. All awards in excess of maximum accumulation will be lost and cannot be reinstated.
 - 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. Extra-time benefits shall become effective upon the date the MOU is implemented. Under no circumstances will there be any benefits provided for extra-time hours worked prior to that date. 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 less than 2,000 hours during the preceding two years, shall be allowed to carry over into the 100% sick leave bank up to a maximum of 16 hours of unused 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. 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 5f of this Article, shall be eligible to accrue compensated personal time off (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-hour increments for the following:
 - 1.) Sick leave;
 - 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 1000 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. Upon designation as half-time under these circumstances, such employees shall be allowed to carry over into the 100% sick leave bank up to a maximum of 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. 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.

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) 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) 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) for childbirth disability and up to an additional four (4) months (nine [9] pay periods) 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 and financially support a child or, in the case of an employee, who had such responsibility for the

employee when the employee was a child. A biological or legal relationship is not necessary.

- D. **Child** means a biological, adopted, or foster child, a stepchild, a legal ward, or 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) 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) 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) and must be concluded within one year of the child's birth. (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. A **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) 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) 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 twelve (12) 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) 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) 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

A. The following provisions shall apply to acting assignments made from July 1, 2007 through December 31, 2007. For acting assignments made on or after January 1, 2008, the provisions under B. below shall apply.

1. Absence at Higher Level Position

Whenever Management assigns an employee to perform the full range of 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 fifteen (15) 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 16th 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 120 consecutive hours of assignment.

Approved leave time off taken during a qualifying period shall extend the 15-day (or 120 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 require completion of a new qualifying period, except when Management reassigns the same employee to the same acting assignment due to the absence of the regular incumbent within the same fiscal year. In such cases, the employee shall become eligible for such compensation on the first day of the reassignment.

2. Vacant Higher Level Position

Whenever Management assigns an employee on a temporary basis to perform the full range of 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. In the event that said assignment exceeds 30 consecutive calendar days, Management will initiate action to appoint a qualified employee to said position.

*Management will not assign higher level duties to an employee who does not meet the criteria.

3. 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.

B. The following provisions shall apply for acting assignments made on or after January 1, 2008:

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 11th consecutive working day in such assignment. For employees assigned to a modified work schedule, such as 9/80 or 4/10, compensation shall begin on the next day following the completion of 80 consecutive hours of assignment.

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

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

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. When an employee has filled an acting assignment for a period of three (3) months, Management will review the status of the vacancy to determine when the vacancy can be filled through appropriate measures. Upon request, Management will review the acting assignment with the employee. At that time, the employee may request to be removed from the acting assignment.

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

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

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.

ARTICLE 53 SALARIES

- A. The parties to this Memorandum of Understanding jointly recommend to the City Council approval of the salary ranges set forth in Appendices A through F, Salaries.
- B. The salaries for employees within the Unit as set forth in the Appendices shall become operative as follows:

Appendix A – July 1, 2007
Appendix B – January 1, 2008
Appendix C – July 1, 2008

Appendix D – July 1, 2009
Appendix E – July 1, 2010
Appendix F – July 1, 2011

ADDITIONAL SALARY ADJUSTMENTS

C. Employees on Five-Step Salary Ranges (Full-time or Half-time Status)

1. Effective January 1, 2010, Unit employees with at least twelve (12) months of service in their current classification at step 5 of the salary range on or after January 1, 2010 shall receive a salary adjustment of 2.75%.
2. Effective January 1, 2011, Unit employees at step 5 of the salary range who received the adjustment provided for in C.1., above, shall receive an additional salary adjustment of 2.75% twelve months after received the adjustment in C.1.
3. Effective January 1, 2012, Unit employees at step 5 of the salary range who received the adjustment provided for in C.2., above, shall receive an additional salary adjustment of 2.75% twelve months after receiving the adjustment in C.2.

D. Employees Compensated at a Flat Hourly Rate (Full-time or Half-time Status)

1. Effective January 1, 2010, Unit employees in flat-rated classifications shall receive a salary adjustment of 2.75%.
2. Effective January 1, 2011, Unit employees in flat-rated classifications shall receive a salary adjustment of 2.75%.
3. Effective January 1, 2012, Unit employees in flat-rated classifications shall receive a salary adjustment of 2.75%.

E. Employees with Intermittent Status

1. Effective January 1, 2010, Unit employees with intermittent status compensated for at least 1000 hours subsequent to July 1, 2007 shall receive a salary adjustment of 2.75%.
2. Effective January 1, 2011, Unit employees with intermittent status with 1000 hours of compensated time subsequent to the 2.75% adjustment provided for in E1., above, shall receive an additional salary adjustment of 2.75%.
3. Effective January 1, 2012, Unit employees with intermittent status with 1000 hours of compensated time subsequent to the 2.75% adjustment provided for in E2., above, shall receive an additional salary adjustment of 2.75%.

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 the Los Angeles City Employee's Retirement System (LACERS), provided that sufficient enrollment is maintained to continue to make the plan available. The City's Joint Labor-Management Committee 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 Los Angeles City Employee's Retirement System (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 Los Angeles City Employee's Retirement System (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 Joint Labor-Management Benefits Committee.

ARTICLE 57 WORKERS' COMPENSATION

Management shall provide Workers' Compensation benefits in accordance with Section 4.104 of the LAAC, except that salary continuation payments during absences for temporary disability conditions shall be in an amount equal to the employee's regular biweekly, take-home pay at the time of incurring the disability condition. For purposes of this Article, take-home pay shall be defined as an employee's biweekly gross salary rate less the mandatory deduction for Federal and State income tax withholding and employee retirement contributions. The employee will be able to make adjustments in his/her voluntary deductions while on temporary disability leave but will not be able to change the

amount normally deducted for State and Federal income taxes, unless the employee has changed those deductions to those which he/she is legally entitled to take within ten (10) days of the commencement of any disability leave, or within ten (10) days of any change in dependents.

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

The following provisions shall be effective the start of the payperiod following the date of Council approval of this MOU:

Full-time Library Department employees in this Unit who are scheduled by Management to work a second evening shift 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 starting at 11:00 a.m. or 11:40 a.m. and 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 is 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 payperiod 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 Joint Labor Management Benefits Committee 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 SALARY STEP ADVANCEMENT

Effective February 17, 2008, notwithstanding Los Angeles Administrative Code (LAAC) Section 4.92, subsections (a), (c), (d), and (f)(1), the following salary step advancement procedures shall apply to all members of this Unit who are appointed or promoted subsequent to February 17, 2008 to classifications that are compensated on a salary range:

FULL-TIME EMPLOYEES

A. The First Salary Step Advancement Following Initial Appointment or Promotion

The first salary step advancement for an employee in this Unit who has been initially appointed to City service or who has been appointed or assigned (through paygrade advancement) to a position on a higher salary range shall occur at the beginning of the payroll period following completion of 2,080 regular paid hours and 12 months of service. This date shall become the employee's step advancement date, except under the circumstances in section C below.

B. Subsequent Step Advancement

Each subsequent step advancement shall occur at the beginning of the payroll period following the completion of 2,080 additional regular paid hours and 12 months of service, except under the circumstances in section C below, until the top step has been reached.

C. Extension of Step Advancement Date – Uncompensated Hours

Uncompensated absences of sixteen days (128 hours for employees on a work schedule other than 5/40) or less during the 2,080-hour qualifying period and during each subsequent 2,080-hour annual period shall not extend the step advancement date. The step advancement date shall be extended one 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 Article 7 of Division 4 of the LAAC 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 (2080 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.

PART-TIME EMPLOYEES

F. Half-Time Employees

The initial salary step advancement for a half-time, but less than full-time, employee in a position compensated on a salary range shall be in the payroll period following the completion of 1,040 regular paid hours and 12 months of service. Each subsequent step advancement shall be in the payroll period following the completion of 1,040 additional regular paid hours and one 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.

G. 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.

ARTICLE 65 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.

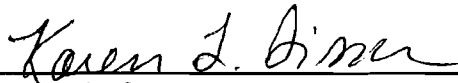
Employees are required to use vacation, compensatory time off, or leave without pay and must provide their immediate supervisor with reasonable advance notice of anticipated absences. If both parents work for the same City Department at the same worksite, the parent who first gives notice has priority 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.

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

ACEA, Local 3090, AFSCME
Clerical and Support Services Unit
Representatives:

City of Los Angeles
Representatives:

Alice Goff, President
Local 3090



Karen L. Sisson
City Administrative Officer



Cheryl Parisi, Executive Director
AFSCME Council 36

Department of Aging

Jeanette Argentin
AFSCME Team Member

Department of Airports

Carmen Hayes - Walker
AFSCME Team Member

Department of Animal Services

Sheila R. Hurrel
AFSCME Team Member

Department of Building and Safety

Sheryl Moore
AFSCME Team Member

City Clerk's Office

Kathy Peters
AFSCME Team Member

L.A. City Employees' Retirement System

Dolores Spears
AFSCME Team Member

Commission for Children, Youth
and Their Families

Commission on the Status of Women

Myra Vines
AFSCME Team Member

Community Development Department

Gloria Unterburger
AFSCME Team Member

Controller's Office

Convention Center

Cultural Affairs Department

Department on Disability

El Pueblo Historical Monument

Department of Environmental Affairs

Ethics Commission

Finance

Fire Department

Department of General Services

Harbor Department

Housing Department

Human Relations Commission

Information Technology Agency

Library Department

Mayor's Office

Neighborhood Empowerment

Department of Pensions

Personnel Department

City Planning Department

Police Department

Public Works Department

Department of Recreation and Parks

Department of Transportation

Treasurer's Office

Los Angeles Zoo

As to form:



City Attorney's Office

12/6/2007
Date

APPENDIX A

Operative on July 1, 2007

CLASS CODE	TITLE	SALARY RANGE	ANNUAL RANGE	
1223 1	Accounting Clerk I	1997	41,697-	51,803
1223 2	Accounting Clerk II	2108	44,015-	54,685
0845 1	Airport Guide I	14.92 HR		
0845 2	Airport Guide II	15.70 HR		
3201	Airport Information Aide	1794	37,458-	46,562
2418 1	Assistant Park Services Attendant I	12.06 HR		
2418 2	Assistant Park Services Attendant II	15.02 HR		
0559	City Attorney Accounting Clerk	2000	41,760-	51,887
1141	Clerk	1554	32,447-	40,319
1321	Clerk Stenographer	1743	36,393-	45,205
1358	Clerk Typist	1618	33,783-	41,969
1461 1	Communications Information Representative I	1794	37,458-	46,562
1461 2	Communications Information Representative II	1997	41,697-	51,803
1461 3	Communications Information Representative III	2147	44,829-	55,687
1112	Community and Administrative Support Worker I	7.50 HR		
1113	Community and Administrative Support Worker II	12.06 HR		
1114	Community and Administrative Support Worker III	15.02 HR		
1137 1	Data Control Assistant I	2100	43,848-	54,497
1137 2	Data Control Assistant II	2211	46,165-	57,336
1433 1	Data Entry Operator I	1736	36,247-	45,038
1433 2	Data Entry Operator II	1838	38,377-	47,669
1121 1	Delivery Driver I	1570	32,781-	40,737
1121 2	Delivery Driver II	1714	35,788-	44,495
1121 3	Delivery Driver III	1853	38,690-	48,066
1493 1	Duplicating Machine Operator I	1610	33,616-	41,781
1493 2	Duplicating Machine Operator II	1700	35,496-	44,119
1493 3	Duplicating Machine Operator III	1794	37,458-	46,562
6143	Film Inspector	1471	30,714-	38,169
1127	Finance Clerk	1714	35,788-	44,495
1157 1	Fingerprint Identification Expert I	2087	43,576-	54,142
1157 2	Fingerprint Identification Expert II	2203	45,998-	57,169
1157 3	Fingerprint Identification Expert III	2325	48,546-	60,343
1326	Hearing Reporter	2610	54,496-	67,714
0585	Legal Clerk I	1554	32,447-	40,319
0586	Legal Clerk II	1714	35,788-	44,495
0580	Legal Secretary I	2038	42,553-	52,889
0581	Legal Secretary II	2228	46,520-	57,775
0582	Legal Secretary III	2356	49,193-	61,116
1172 1	Library Assistant I	1997	41,697-	51,803
1172 2	Library Assistant II	2352	49,109-	60,990
1140	Library Clerical Assistant	1554	32,447-	40,319
1140 1	Library Clerical Assistant I	1554	32,447-	40,319
1140 2	Library Clerical Assistant II	1618	33,783-	41,969
0844	Locker Room Attendant	11.76 HR		
1130 1	Medical Secretary I	1997 (2)	44,015-	51,803
1130 2	Medical Secretary II	2228 (3)	51,845-	57,775
1111	Messenger Clerk	1260	26,308-	32,677
2401	Museum Guide	12.67 HR		
1360	Office Services Assistant	1618	33,783-	41,969
1101	Office Trainee	965 (5)	25,035-	25,035

APPENDIX A

Operative on July 1, 2007

CLASS CODE	TITLE	SALARY RANGE	ANNUAL RANGE	
2412 1	Park Services Attendant I	1260	26,308-	32,677
2412 2	Park Services Attendant II	1794	37,458-	46,562
2202	Police Service Assistant	1997	41,697-	51,803
2207 1	Police Service Representative I	2218	46,311-	57,566
2207 2	Police Service Representative II	2341	48,880-	60,761
2207 3	Police Service Representative III	2682	56,000-	69,593
1336	Principal Clerk Stenographer	2352	49,109-	60,990
3162 1	Reprographics Operator I	1683	35,141-	43,660
3162 1A	Reprographics Operator I - Airports	1700	35,496-	44,119
3162 2	Reprographics Operator II	1908	39,839-	49,486
1645	Risk and Insurance Assistant	2368	49,443-	61,408
1214	SMS Payment Clerk	2225	46,458-	57,712
1116	Secretary	2169	45,288-	56,272
1143	Senior Clerk	1997	41,697-	51,803
1323	Senior Clerk Stenographer	1997	41,697-	51,803
1368	Senior Clerk Typist	1997	41,697-	51,803
1368 3	Senior Clerk Typist	2359	49,255-	61,220
1123	Senior Delivery Driver	1853	38,690-	48,066
1500	Senior Duplicating Machine Operator	2010	41,968-	52,137
1128 1	Senior Finance Clerk I	1997	41,697-	51,803
1128 2	Senior Finance Clerk II	2100	43,848-	54,497
0587	Senior Legal Clerk I	1997	41,697-	51,803
0588	Senior Legal Clerk II	2100	43,848-	54,497
1357 1	Senior Tax Renewal Assistant I	1230 (5)	31,905-	31,905
1357 2	Senior Tax Renewal Assistant II	1325 (5)	34,368-	34,368
1357 3	Senior Tax Renewal Assistant III	1602 (5)	41,551-	41,551
1192	Senior Teller	2100	43,848-	54,497
0532	Senior Witness Service Coordinator	2218	46,311-	57,566
1131 1	Swimming Pool Clerk I	1038 (5)	26,935-	26,935
1131 2	Swimming Pool Clerk II	1288 (5)	33,429-	33,429
1356 1	Tax Renewal Assistant I	11.76 HR		
1356 2	Tax Renewal Assistant II	1012 (5)	26,246-	26,246
1356 3	Tax Renewal Assistant III	1075 (5)	27,896-	27,896
1356 4	Tax Renewal Assistant IV	1211 (5)	31,404-	31,404
1146	Title Transfer Coordinator	2218	46,311-	57,566
7279	Traffic Checker	1634	34,117-	42,386
6403	Transit Document Control Assistant	1997	41,697-	51,803
6404	Transit Police Dispatcher	2341	48,880-	60,761
6400	Transit Secretary	2169	45,288-	56,272
1190 1	Wharfinger I	2403	50,174-	62,327
1190 2	Wharfinger II	2737	57,148-	71,013
0531	Witness Service Coordinator	2046	42,720-	53,056
1775	Workers Compensation Claims Assistant	2137	44,620-	55,436

APPENDIX B

Operative on January 1, 2008

CLASS CODE	TITLE	SALARY RANGE	ANNUAL RANGE	
1223 1	Accounting Clerk I	2036	42,511-	52,847
1223 2	Accounting Clerk II	2149	44,871-	55,770
0845 1	Airport Guide I	15.22 HR		
0845 2	Airport Guide II	16.01 HR		
3201	Airport Information Aide	1831	38,231-	47,502
2418 1	Assistant Park Services Attendant I	12.30 HR		
2418 2	Assistant Park Services Attendant II	15.32 HR		
0559	City Attorney Accounting Clerk	2040	42,595-	52,931
1141	Clerk	1586	33,115-	41,134
1321	Clerk Stenographer	1777	37,103-	46,103
1358	Clerk Typist	1650	34,452-	42,804
1461 1	Communications Information Representative I	1831	38,231-	47,502
1461 2	Communications Information Representative II	2036	42,511-	52,847
1461 3	Communications Information Representative III	2189	45,706-	56,794
1112	Community and Administrative Support Worker I	8.00 HR		
1113	Community and Administrative Support Worker II	12.30 HR		
1114	Community and Administrative Support Worker III	15.32 HR		
1137 1	Data Control Assistant I	2143	44,745-	55,583
1137 2	Data Control Assistant II	2254	47,063-	58,485
1433 1	Data Entry Operator I	1771	36,978-	45,936
1433 2	Data Entry Operator II	1875	39,150-	48,650
1121 1	Delivery Driver I	1602	33,449-	41,551
1121 2	Delivery Driver II	1749	36,519-	45,393
1121 3	Delivery Driver III	1891	39,484-	49,026
1493 1	Duplicating Machine Operator I	1642	34,284-	42,616
1493 2	Duplicating Machine Operator II	1734	36,205-	44,996
1493 3	Duplicating Machine Operator III	1831	38,231-	47,502
6143	Film Inspector	1502	31,361-	38,962
1127	Finance Clerk	1749	36,519-	45,393
1157 1	Fingerprint Identification Expert I	2129	44,453-	55,228
1157 2	Fingerprint Identification Expert II	2249	46,959-	58,339
1157 3	Fingerprint Identification Expert III	2373	49,548-	61,554
1326	Hearing Reporter	2663	55,603-	69,071
0585	Legal Clerk I	1586	33,115-	41,134
0586	Legal Clerk II	1749	36,519-	45,393
0580	Legal Secretary I	2081	43,451-	53,954
0581	Legal Secretary II	2271	47,418-	58,923
0582	Legal Secretary III	2404	50,195-	62,369
1172 1	Library Assistant I	2036	42,511-	52,847
1172 2	Library Assistant II	2398	50,070-	62,202
1140	Library Clerical Assistant	1586	33,115-	41,134
1140 1	Library Clerical Assistant I	1586	33,115-	41,134
1140 2	Library Clerical Assistant II	1650	34,452-	42,804
0844	Locker Room Attendant	12.00 HR		
1130 1	Medical Secretary I	2036 (2)	44,892-	52,847
1130 2	Medical Secretary II	2271 (3)	52,868-	58,923
1111	Messenger Clerk	1284	26,809-	33,324
2401	Museum Guide	12.92 HR		
1360	Office Services Assistant	1650	34,452-	42,804
1101	Office Trainee	984 (5)	25,536-	25,536

APPENDIX B

Operative on January 1, 2008

CLASS CODE	TITLE	SALARY RANGE	ANNUAL RANGE	
2412 1	Park Services Attendant I	1284	26,809-	33,324
2412 2	Park Services Attendant II	1831	38,231-	47,502
2202	Police Service Assistant	2036	42,511-	52,847
2207 1	Police Service Representative I	2264	47,272-	58,735
2207 2	Police Service Representative II	2389	49,882-	61,972
2207 3	Police Service Representative III	2736	57,127-	70,992
1336	Principal Clerk Stenographer	2398	50,070-	62,202
3162 1	Reprographics Operator I	1716	35,830-	44,537
3162 1A	Reprographics Operator I - Airports	1734	36,205-	44,996
3162 2	Reprographics Operator II	1946	40,632-	50,509
1645	Risk and Insurance Assistant	2415	50,425-	62,640
1214	SMS Payment Clerk	2269	47,376-	58,882
1116	Secretary	2214	46,228-	57,420
1143	Senior Clerk	2036	42,511-	52,847
1323	Senior Clerk Stenographer	2036	42,511-	52,847
1368	Senior Clerk Typist	2036	42,511-	52,847
1368 3	Senior Clerk Typist	2407	50,258-	62,452
1123	Senior Delivery Driver	1891	39,484-	49,026
1500	Senior Duplicating Machine Operator	2051	42,824-	53,202
1128 1	Senior Finance Clerk I	2036	42,511-	52,847
1128 2	Senior Finance Clerk II	2143	44,745-	55,583
0587	Senior Legal Clerk I	2036	42,511-	52,847
0588	Senior Legal Clerk II	2143	44,745-	55,583
1357 1	Senior Tax Renewal Assistant I	1255 (5)	32,552-	32,552
1357 2	Senior Tax Renewal Assistant II	1351 (5)	35,058-	35,058
1357 3	Senior Tax Renewal Assistant III	1634 (5)	42,386-	42,386
1192	Senior Teller	2143	44,745-	55,583
0532	Senior Witness Service Coordinator	2264	47,272-	58,735
1131 1	Swimming Pool Clerk I	1060 (5)	27,499-	27,499
1131 2	Swimming Pool Clerk II	1315 (5)	34,097-	34,097
1356 1	Tax Renewal Assistant I	12.00 HR		
1356 2	Tax Renewal Assistant II	1032 (5)	26,789-	26,789
1356 3	Tax Renewal Assistant III	1097 (5)	28,459-	28,459
1356 4	Tax Renewal Assistant IV	1234 (5)	32,030-	32,030
1146	Title Transfer Coordinator	2264	47,272-	58,735
7279	Traffic Checker	1667	34,806-	43,242
6403	Transit Document Control Assistant	2036	42,511-	52,847
6404	Transit Police Dispatcher	2389	49,882-	61,972
6400	Transit Secretary	2214	46,228-	57,420
1190 1	Wharfinger I	2451	51,176-	63,580
1190 2	Wharfinger II	2792	58,296-	72,433
0531	Witness Service Coordinator	2086	43,555-	54,121
1775	Workers Compensation Claims Assistant	2180	45,518-	56,543

APPENDIX C

Operative on July 1, 2008

CLASS CODE	TITLE	SALARY RANGE	ANNUAL RANGE	
1223 1	Accounting Clerk I	2098	43,806-	54,434
1223 2	Accounting Clerk II	2215	46,249-	57,462
0845 1	Airport Guide I	15.68 HR		
0845 2	Airport Guide II	16.49 HR		
3201	Airport Information Aide	1886	39,379-	48,922
2418 1	Assistant Park Services Attendant I	12.67 HR		
2418 2	Assistant Park Services Attendant II	15.78 HR		
0559	City Attorney Accounting Clerk	2101	43,868-	54,518
1141	Clerk	1634	34,117-	42,386
1321	Clerk Stenographer	1830	38,210-	47,481
1358	Clerk Typist	1699	35,475-	44,099
1461 1	Communications Information Representative I	1886	39,379-	48,922
1461 2	Communications Information Representative II	2098	43,806-	54,434
1461 3	Communications Information Representative III	2255	47,084-	58,506
1112	Community and Administrative Support Worker I	8.00 HR		
1113	Community and Administrative Support Worker II	12.67 HR		
1114	Community and Administrative Support Worker III	15.78 HR		
1137 1	Data Control Assistant I	2207	46,082-	57,253
1137 2	Data Control Assistant II	2323	48,504-	60,260
1433 1	Data Entry Operator I	1824	38,085-	47,314
1433 2	Data Entry Operator II	1931	40,319-	50,112
1121 1	Delivery Driver I	1650	34,452-	42,804
1121 2	Delivery Driver II	1803	37,646-	46,771
1121 3	Delivery Driver III	1946	40,632-	50,509
1493 1	Duplicating Machine Operator I	1692	35,328-	43,890
1493 2	Duplicating Machine Operator II	1787	37,312-	46,354
1493 3	Duplicating Machine Operator III	1886	39,379-	48,922
6143	Film Inspector	1548	32,322-	40,152
1127	Finance Clerk	1803	37,646-	46,771
1157 1	Fingerprint Identification Expert I	2193	45,789-	56,877
1157 2	Fingerprint Identification Expert II	2317	48,378-	60,093
1157 3	Fingerprint Identification Expert III	2444	51,030-	63,392
1326	Hearing Reporter	2743	57,273-	71,138
0585	Legal Clerk I	1634	34,117-	42,386
0586	Legal Clerk II	1803	37,646-	46,771
0580	Legal Secretary I	2143	44,745-	55,583
0581	Legal Secretary II	2341	48,880-	60,761
0582	Legal Secretary III	2477	51,719-	64,269
1172 1	Library Assistant I	2098	43,806-	54,434
1172 2	Library Assistant II	2470	51,573-	64,060
1140	Library Clerical Assistant	1634	34,117-	42,386
1140 1	Library Clerical Assistant I	1634	34,117-	42,386
1140 2	Library Clerical Assistant II	1699	35,475-	44,099
0844	Locker Room Attendant	12.36 HR		
1130 1	Medical Secretary I	2098 (2)	46,249-	54,434
1130 2	Medical Secretary II	2341 (3)	54,497-	60,761
1111	Messenger Clerk	1323	27,624-	34,327
2401	Museum Guide	13.31 HR		
1360	Office Services Assistant	1699	35,475-	44,099
1101	Office Trainee	1014 (5)	26,330-	26,330

APPENDIX C

Operative on July 1, 2008

CLASS CODE	TITLE	SALARY RANGE	ANNUAL RANGE	
2412 1	Park Services Attendant I	1323	27,624-	34,327
2412 2	Park Services Attendant II	1886	39,379-	48,922
2202	Police Service Assistant	2098	43,806-	54,434
2207 1	Police Service Representative I	2332	48,692-	60,489
2207 2	Police Service Representative II	2461	51,385-	63,830
2207 3	Police Service Representative III	2819	58,860-	73,122
1336	Principal Clerk Stenographer	2470	51,573-	64,060
3162 1	Reprographics Operator I	1768	36,915-	45,873
3162 1A	Reprographics Operator I - Airports	1787	37,312-	46,354
3162 2	Reprographics Operator II	2005	41,864-	52,033
1645	Risk and Insurance Assistant	2487	51,928-	64,519
1214	SMS Payment Clerk	2339	48,838-	60,656
1116	Secretary	2280	47,606-	59,153
1143	Senior Clerk	2098	43,806-	54,434
1323	Senior Clerk Stenographer	2098	43,806-	54,434
1368	Senior Clerk Typist	2098	43,806-	54,434
1368 3	Senior Clerk Typist	2480	51,782-	64,331
1123	Senior Delivery Driver	1946	40,632-	50,509
1500	Senior Duplicating Machine Operator	2112	44,098-	54,789
1128 1	Senior Finance Clerk I	2098	43,806-	54,434
1128 2	Senior Finance Clerk II	2207	46,082-	57,253
0587	Senior Legal Clerk I	2098	43,806-	54,434
0588	Senior Legal Clerk II	2207	46,082-	57,253
1357 1	Senior Tax Renewal Assistant I	1293 (5)	33,533-	33,533
1357 2	Senior Tax Renewal Assistant II	1392 (5)	36,122-	36,122
1357 3	Senior Tax Renewal Assistant III	1683 (5)	43,660-	43,660
1192	Senior Teller	2207	46,082-	57,253
0532	Senior Witness Service Coordinator	2332	48,692-	60,489
1131 1	Swimming Pool Clerk I	1092 (5)	28,334-	28,334
1131 2	Swimming Pool Clerk II	1354 (5)	35,120-	35,120
1356 1	Tax Renewal Assistant I	12.36 HR		
1356 2	Tax Renewal Assistant II	1063 (5)	27,582-	27,582
1356 3	Tax Renewal Assistant III	1130 (5)	29,316-	29,316
1356 4	Tax Renewal Assistant IV	1272 (5)	32,990-	32,990
1146	Title Transfer Coordinator	2332	48,692-	60,489
7279	Traffic Checker	1716	35,830-	44,537
6403	Transit Document Control Assistant	2098	43,806-	54,434
6404	Transit Police Dispatcher	2461	51,385-	63,830
6400	Transit Secretary	2280	47,606-	59,153
1190 1	Wharfinger I	2523	52,680-	65,480
1190 2	Wharfinger II	2876	60,050-	74,604
0531	Witness Service Coordinator	2149	44,871-	55,770
1775	Workers Compensation Claims Assistant	2245	46,875-	58,234

APPENDIX D

Operative on July 1, 2009

CLASS CODE	TITLE	SALARY RANGE	ANNUAL RANGE	
1223 1	Accounting Clerk I	2162	45,142-	56,084
1223 2	Accounting Clerk II	2282	47,648-	59,195
0845 1	Airport Guide I	16.15 HR		
0845 2	Airport Guide II	16.98 HR		
3201	Airport Information Aide	1943	40,569-	50,383
2418 1	Assistant Park Services Attendant I	13.05 HR		
2418 2	Assistant Park Services Attendant II	16.25 HR		
0559	City Attorney Accounting Clerk	2165	45,205-	56,167
1141	Clerk	1683	35,141-	43,660
1321	Clerk Stenographer	1885	39,358-	48,901
1358	Clerk Typist	1750	36,540-	45,414
1461 1	Communications Information Representative I	1943	40,569-	50,383
1461 2	Communications Information Representative II	2162	45,142-	56,084
1461 3	Communications Information Representative III	2323	48,504-	60,260
1112	Community and Administrative Support Worker I	8.00 HR		
1113	Community and Administrative Support Worker II	13.05 HR		
1114	Community and Administrative Support Worker III	16.25 HR		
1137 1	Data Control Assistant I	2273	47,460-	58,965
1137 2	Data Control Assistant II	2393	49,965-	62,076
1433 1	Data Entry Operator I	1878	39,212-	48,734
1433 2	Data Entry Operator II	1989	41,530-	51,615
1121 1	Delivery Driver I	1699	35,475-	44,099
1121 2	Delivery Driver II	1857	38,774-	48,170
1121 3	Delivery Driver III	2005	41,864-	52,033
1493 1	Duplicating Machine Operator I	1743	36,393-	45,205
1493 2	Duplicating Machine Operator II	1841	38,440-	47,753
1493 3	Duplicating Machine Operator III	1943	40,569-	50,383
6143	Film Inspector	1594	33,282-	41,363
1127	Finance Clerk	1857	38,774-	48,170
1157 1	Fingerprint Identification Expert I	2259	47,167-	58,589
1157 2	Fingerprint Identification Expert II	2386	49,819-	61,888
1157 3	Fingerprint Identification Expert III	2518	52,575-	65,292
1326	Hearing Reporter	2825	58,986-	73,289
0585	Legal Clerk I	1683	35,141-	43,660
0586	Legal Clerk II	1857	38,774-	48,170
0580	Legal Secretary I	2207	46,082-	57,253
0581	Legal Secretary II	2413	50,383-	62,598
0582	Legal Secretary III	2552	53,285-	66,190
1172 1	Library Assistant I	2162	45,142-	56,084
1172 2	Library Assistant II	2543	53,097-	65,981
1140	Library Clerical Assistant	1683	35,141-	43,660
1140 1	Library Clerical Assistant I	1683	35,141-	43,660
1140 2	Library Clerical Assistant II	1750	36,540-	45,414
0844	Locker Room Attendant	12.73 HR		
1130 1	Medical Secretary I	2162 (2)	47,669-	56,084
1130 2	Medical Secretary II	2413 (3)	56,167-	62,598
1111	Messenger Clerk	1363	28,459-	35,350
2401	Museum Guide	13.71 HR		
1360	Office Services Assistant	1750	36,540-	45,414
1101	Office Trainee	1046 (5)	27,144-	27,144

APPENDIX D

Operative on July 1, 2009

CLASS CODE	TITLE	SALARY RANGE	ANNUAL RANGE	
2412 1	Park Services Attendant I	1363	28,459-	35,350
2412 2	Park Services Attendant II	1943	40,569-	50,383
2202	Police Service Assistant	2162	45,142-	56,084
2207 1	Police Service Representative I	2402	50,153-	62,306
2207 2	Police Service Representative II	2535	52,930-	65,751
2207 3	Police Service Representative III	2904	60,635-	75,335
1336	Principal Clerk Stenographer	2543	53,097-	65,981
3162 1	Reprographics Operator I	1822	38,043-	47,272
3162 1A	Reprographics Operator I - Airports	1841	38,440-	47,753
3162 2	Reprographics Operator II	2066	43,138-	53,599
1645	Risk and Insurance Assistant	2562	53,494-	66,461
1214	SMS Payment Clerk	2408	50,279-	62,473
1116	Secretary	2349	49,047-	60,928
1143	Senior Clerk	2162	45,142-	56,084
1323	Senior Clerk Stenographer	2162	45,142-	56,084
1368	Senior Clerk Typist	2162	45,142-	56,084
1368 3	Senior Clerk Typist	2554	53,327-	66,252
1123	Senior Delivery Driver	2005	41,864-	52,033
1500	Senior Duplicating Machine Operator	2176	45,434-	56,439
1128 1	Senior Finance Clerk I	2162	45,142-	56,084
1128 2	Senior Finance Clerk II	2273	47,460-	58,965
0587	Senior Legal Clerk I	2162	45,142-	56,084
0588	Senior Legal Clerk II	2273	47,460-	58,965
1357 1	Senior Tax Renewal Assistant I	1332 (5)	34,536-	34,536
1357 2	Senior Tax Renewal Assistant II	1435 (5)	37,208-	37,208
1357 3	Senior Tax Renewal Assistant III	1733 (5)	44,976-	44,976
1192	Senior Teller	2273	47,460-	58,965
0532	Senior Witness Service Coordinator	2402	50,153-	62,306
1131 1	Swimming Pool Clerk I	1125 (5)	29,190-	29,190
1131 2	Swimming Pool Clerk II	1394 (5)	36,164-	36,164
1356 1	Tax Renewal Assistant I	12.73 HR		
1356 2	Tax Renewal Assistant II	1096 (5)	28,439-	28,439
1356 3	Tax Renewal Assistant III	1164 (5)	30,192-	30,192
1356 4	Tax Renewal Assistant IV	1310 (5)	33,972-	33,972
1146	Title Transfer Coordinator	2402	50,153-	62,306
7279	Traffic Checker	1768	36,915-	45,873
6403	Transit Document Control Assistant	2162	45,142-	56,084
6404	Transit Police Dispatcher	2535	52,930-	65,751
6400	Transit Secretary	2349	49,047-	60,928
1190 1	Wharfinger I	2599	54,267-	67,442
1190 2	Wharfinger II	2963	61,867-	76,838
0531	Witness Service Coordinator	2215	46,249-	57,462
1775	Workers Compensation Claims Assistant	2312	48,274-	59,988

NOTE:

Informational salary tables which include the 2.75% adjustment effective on January 1st of 2010, 2011, and 2012 will be posted at a later date.

APPENDIX E

Operative on July 1, 2010

CLASS CODE	TITLE	SALARY RANGE	ANNUAL RANGE	
1223 1	Accounting Clerk I	2211	46,165-	57,336
1223 2	Accounting Clerk II	2334	48,733-	60,531
0845 1	Airport Guide I	16.51 HR		
0845 2	Airport Guide II	17.36 HR		
3201	Airport Information Aide	1986	41,467-	51,511
2418 1	Assistant Park Services Attendant I	13.34 HR		
2418 2	Assistant Park Services Attendant II	16.62 HR		
0559	City Attorney Accounting Clerk	2215	46,249-	57,462
1141	Clerk	1721	35,934-	44,641
1321	Clerk Stenographer	1929	40,277-	50,070
1358	Clerk Typist	1791	37,396-	46,437
1461 1	Communications Information Representative I	1986	41,467-	51,511
1461 2	Communications Information Representative II	2211	46,165-	57,336
1461 3	Communications Information Representative III	2375	49,590-	61,617
1112	Community and Administrative Support Worker I	8.00 HR		
1113	Community and Administrative Support Worker II	13.34 HR		
1114	Community and Administrative Support Worker III	16.62 HR		
1137 1	Data Control Assistant I	2325	48,546-	60,343
1137 2	Data Control Assistant II	2447	51,093-	63,475
1433 1	Data Entry Operator I	1922	40,131-	49,841
1433 2	Data Entry Operator II	2036	42,511-	52,847
1121 1	Delivery Driver I	1739	36,310-	45,101
1121 2	Delivery Driver II	1898	39,630-	49,256
1121 3	Delivery Driver III	2051	42,824-	53,202
1493 1	Duplicating Machine Operator I	1782	37,208-	46,228
1493 2	Duplicating Machine Operator II	1882	39,296-	48,838
1493 3	Duplicating Machine Operator III	1986	41,467-	51,511
6143	Film Inspector	1631	34,055-	42,303
1127	Finance Clerk	1898	39,630-	49,256
1157 1	Fingerprint Identification Expert I	2309	48,211-	59,926
1157 2	Fingerprint Identification Expert II	2439	50,926-	63,287
1157 3	Fingerprint Identification Expert III	2574	53,745-	66,795
1326	Hearing Reporter	2889	60,322-	74,959
0585	Legal Clerk I	1721	35,934-	44,641
0586	Legal Clerk II	1898	39,630-	49,256
0580	Legal Secretary I	2257	47,126-	58,548
0581	Legal Secretary II	2467	51,510-	63,997
0582	Legal Secretary III	2609	54,475-	67,672
1172 1	Library Assistant I	2211	46,165-	57,336
1172 2	Library Assistant II	2600	54,288-	67,463
1140	Library Clerical Assistant	1721	35,934-	44,641
1140 1	Library Clerical Assistant I	1721	35,934-	44,641
1140 2	Library Clerical Assistant II	1791	37,396-	46,437
0844	Locker Room Attendant	13.02 HR		
1130 1	Medical Secretary I	2211 (2)	48,734-	57,336
1130 2	Medical Secretary II	2467 (3)	57,420-	63,997
1111	Messenger Clerk	1393	29,085-	36,143
2401	Museum Guide	14.02 HR		
1360	Office Services Assistant	1791	37,396-	46,437
1101	Office Trainee	1070 (5)	27,770-	27,770

APPENDIX E

Operative on July 1, 2010

CLASS CODE	TITLE	SALARY RANGE	ANNUAL RANGE	
2412 1	Park Services Attendant I	1393	29,085-	36,143
2412 2	Park Services Attendant II	1986	41,467-	51,511
2202	Police Service Assistant	2211	46,165-	57,336
2207 1	Police Service Representative I	2455	51,260-	63,705
2207 2	Police Service Representative II	2592	54,120-	67,254
2207 3	Police Service Representative III	2969	61,992-	77,047
1336	Principal Clerk Stenographer	2600	54,288-	67,463
3162 1	Reprographics Operator I	1863	38,899-	48,337
3162 1A	Reprographics Operator I - Airports	1882	39,296-	48,838
3162 2	Reprographics Operator II	2113	44,119-	54,810
1645	Risk and Insurance Assistant	2620	54,705-	67,964
1214	SMS Payment Clerk	2462	51,406-	63,872
1116	Secretary	2402	50,153-	62,306
1143	Senior Clerk	2211	46,165-	57,336
1323	Senior Clerk Stenographer	2211	46,165-	57,336
1368	Senior Clerk Typist	2211	46,165-	57,336
1368 3	Senior Clerk Typist	2611	54,517-	67,735
1123	Senior Delivery Driver	2051	42,824-	53,202
1500	Senior Duplicating Machine Operator	2225	46,458-	57,712
1128 1	Senior Finance Clerk I	2211	46,165-	57,336
1128 2	Senior Finance Clerk II	2325	48,546-	60,343
0587	Senior Legal Clerk I	2211	46,165-	57,336
0588	Senior Legal Clerk II	2325	48,546-	60,343
1357 1	Senior Tax Renewal Assistant I	1361 (5)	35,308-	35,308
1357 2	Senior Tax Renewal Assistant II	1467 (5)	38,043-	38,043
1357 3	Senior Tax Renewal Assistant III	1773 (5)	45,978-	45,978
1192	Senior Teller	2325	48,546-	60,343
0532	Senior Witness Service Coordinator	2455	51,260-	63,705
1131 1	Swimming Pool Clerk I	1151 (5)	29,879-	29,879
1131 2	Swimming Pool Clerk II	1425 (5)	36,978-	36,978
1356 1	Tax Renewal Assistant I	13.02 HR		
1356 2	Tax Renewal Assistant II	1121 (5)	29,107-	29,107
1356 3	Tax Renewal Assistant III	1191 (5)	30,882-	30,882
1356 4	Tax Renewal Assistant IV	1339 (5)	34,744-	34,744
1146	Title Transfer Coordinator	2455	51,260-	63,705
7279	Traffic Checker	1808	37,751-	46,896
6403	Transit Document Control Assistant	2211	46,165-	57,336
6404	Transit Police Dispatcher	2592	54,120-	67,254
6400	Transit Secretary	2402	50,153-	62,306
1190 1	Wharfinger I	2659	55,519-	68,967
1190 2	Wharfinger II	3029	63,245-	78,571
0531	Witness Service Coordinator	2265	47,293-	58,756
1775	Workers Compensation Claims Assistant	2365	49,381-	61,345

APPENDIX F

Operative on July 1, 2011

CLASS CODE	TITLE	SALARY RANGE	ANNUAL RANGE	
1223 1	Accounting Clerk I	2261	47,209-	58,652
1223 2	Accounting Clerk II	2386	49,819-	61,888
0845 1	Airport Guide I	16.68 HR		
0845 2	Airport Guide II	17.75 HR		
3201	Airport Information Aide	2031	42,407-	52,680
2418 1	Assistant Park Services Attendant I	13.64 HR		
2418 2	Assistant Park Services Attendant II	16.99 HR		
0559	City Attorney Accounting Clerk	2265	47,293-	58,756
1141	Clerk	1760	36,748-	45,644
1321	Clerk Stenographer	1974	41,217-	51,219
1358	Clerk Typist	1830	38,210-	47,481
1461 1	Communications Information Representative I	2031	42,407-	52,680
1461 2	Communications Information Representative II	2261	47,209-	58,652
1461 3	Communications Information Representative III	2429	50,717-	62,995
1112	Community and Administrative Support Worker I	8.00 HR		
1113	Community and Administrative Support Worker II	13.64 HR		
1114	Community and Administrative Support Worker III	16.99 HR		
1137 1	Data Control Assistant I	2378	49,652-	61,700
1137 2	Data Control Assistant II	2502	52,241-	64,916
1433 1	Data Entry Operator I	1964	41,008-	50,968
1433 2	Data Entry Operator II	2083	43,493-	54,037
1121 1	Delivery Driver I	1778	37,124-	46,145
1121 2	Delivery Driver II	1942	40,548-	50,363
1121 3	Delivery Driver III	2097	43,785-	54,392
1493 1	Duplicating Machine Operator I	1822	38,043-	47,272
1493 2	Duplicating Machine Operator II	1926	40,214-	49,945
1493 3	Duplicating Machine Operator III	2031	42,407-	52,680
6143	Film Inspector	1668	34,827-	43,263
1127	Finance Clerk	1942	40,548-	50,363
1157 1	Fingerprint Identification Expert I	2362	49,318-	61,283
1157 2	Fingerprint Identification Expert II	2494	52,074-	64,707
1157 3	Fingerprint Identification Expert III	2632	54,956-	68,298
1326	Hearing Reporter	2954	61,679-	76,650
0585	Legal Clerk I	1760	36,748-	45,644
0586	Legal Clerk II	1942	40,548-	50,363
0580	Legal Secretary I	2308	48,191-	59,863
0581	Legal Secretary II	2523	52,680-	65,480
0582	Legal Secretary III	2667	55,686-	69,196
1172 1	Library Assistant I	2261	47,209-	58,652
1172 2	Library Assistant II	2660	55,540-	69,008
1140	Library Clerical Assistant	1760	36,748-	45,644
1140 1	Library Clerical Assistant I	1760	36,748-	45,644
1140 2	Library Clerical Assistant II	1830	38,210-	47,481
0844	Locker Room Attendant	13.31 HR		
1130 1	Medical Secretary I	2261 (2)	49,841-	58,652
1130 2	Medical Secretary II	2523 (3)	58,735-	65,480
1111	Messenger Clerk	1425	29,754-	36,978
2401	Museum Guide	14.34 HR		
1360	Office Services Assistant	1830	38,210-	47,481
1101	Office Trainee	1095 (5)	28,397-	28,397

APPENDIX F

Operative on July 1, 2011

CLASS CODE	TITLE	SALARY RANGE	ANNUAL RANGE	
2412 1	Park Services Attendant I	1425	29,754-	36,978
2412 2	Park Services Attendant II	2031	42,407-	52,680
2202	Police Service Assistant	2261	47,209-	58,652
2207 1	Police Service Representative I	2511	52,429-	65,146
2207 2	Police Service Representative II	2650	55,332-	68,758
2207 3	Police Service Representative III	3037	63,412-	78,780
1336	Principal Clerk Stenographer	2660	55,540-	69,008
3162 1	Reprographics Operator I	1906	39,797-	49,423
3162 1A	Reprographics Operator I - Airports	1926	40,214-	49,945
3162 2	Reprographics Operator II	2161	45,121-	56,042
1645	Risk and Insurance Assistant	2679	55,937-	69,489
1214	SMS Payment Clerk	2519	52,596-	65,334
1116	Secretary	2455	51,260-	63,705
1143	Senior Clerk	2261	47,209-	58,652
1323	Senior Clerk Stenographer	2261	47,209-	58,652
1368	Senior Clerk Typist	2261	47,209-	58,652
1368 3	Senior Clerk Typist	2670	55,749-	69,259
1123	Senior Delivery Driver	2097	43,785-	54,392
1500	Senior Duplicating Machine Operator	2275	47,502-	59,007
1128 1	Senior Finance Clerk I	2261	47,209-	58,652
1128 2	Senior Finance Clerk II	2378	49,652-	61,700
0587	Senior Legal Clerk I	2261	47,209-	58,652
0588	Senior Legal Clerk II	2378	49,652-	61,700
1357 1	Senior Tax Renewal Assistant I	1392 (5)	36,122-	36,122
1357 2	Senior Tax Renewal Assistant II	1500 (5)	38,899-	38,899
1357 3	Senior Tax Renewal Assistant III	1812 (5)	47,022-	47,022
1192	Senior Teller	2378	49,652-	61,700
0532	Senior Witness Service Coordinator	2511	52,429-	65,146
1131 1	Swimming Pool Clerk I	1178 (5)	30,547-	30,547
1131 2	Swimming Pool Clerk II	1457 (5)	37,814-	37,814
1356 1	Tax Renewal Assistant I	13.31 HR		
1356 2	Tax Renewal Assistant II	1147 (5)	29,754-	29,754
1356 3	Tax Renewal Assistant III	1216 (5)	31,571-	31,571
1356 4	Tax Renewal Assistant IV	1369 (5)	35,517-	35,517
1146	Title Transfer Coordinator	2511	52,429-	65,146
7279	Traffic Checker	1849	38,607-	47,961
6403	Transit Document Control Assistant	2261	47,209-	58,652
6404	Transit Police Dispatcher	2650	55,332-	68,758
6400	Transit Secretary	2455	51,260-	63,705
1190 1	Wharfinger I	2718	56,751-	70,512
1190 2	Wharfinger II	3098	64,686-	80,367
0531	Witness Service Coordinator	2316	48,358-	60,072
1775	Workers Compensation Claims Assistant	2418	50,487-	62,724

**MOU 3
NOTES TO SALARY APPENDICES**

The following notes shall apply to all eligible employees:

- A.1. 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 or more 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 520 hours and six months of service. Each subsequent step advancement shall be in the payroll period following the completion of 1040 additional hours and one additional year of service. Hours of service in excess of those required for step advancement in a time period shall be carried forward for credit in the next time period.
- A.2. Effective February 17, 2008, salary step advancement shall be in accordance with Article 64, Salary Step Advancement, Subsection F.

Intermittent employees shall be paid a 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 as which they were last paid while a full/half-time employee. Employees who are being compensated on a step in a salary range higher than that prescribed in this MOU shall receive salary at their existing rate until that rate meets or exceeds the rate prescribed by this MOU.

- B. Any employee who displaces, reverts or transfers to another classification to avoid layoff from the class of Data Entry Operator, Code 1433-1-2, shall receive salary at the rate of Data Entry Operator for a maximum of three years from the date of displacement, reversion or transfer. At the end of that three-year period such employee shall receive the salary for the position in which he/she is employed.
- C. 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.

- D. Employees covered by this MOU shall not be eligible for adjusted salary under the provisions of LAAC Section 4.61, Schedule A, Note K.

Appendix G

- E. 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 Department of General Services 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.

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

- F. 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.
- G. The salary range for the class of Senior Clerk Typist, Code 1368-3, includes full compensation for night shift differentials and all time worked on holidays. Any person in the class of Senior Clerk Typist, filling a position of Senior Clerk Typist, 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 Clerk Typists, 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.
- I. Senior Clerk Typists, 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.

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

- J. Any person employed in the class of Clerk Typist, 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.
- K. Any Senior Clerk Typist, Code 1368, or Clerk Typist, 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.

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

- L. When an employee in the class of Senior Clerk Typist, Code 1368, who is regularly assigned to the Police Department Records and Identification Division or Information Technology 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.
- M. Employees in the class of Clerk Typist, Code 1358, and Senior Clerk Typist, 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.
- N.1. The following provisions shall be effective from July 1, 2007 through the end of the pay period which includes the date the Council approves this MOU. Subsequent to that date, the provisions under N.2. shall apply.

When assigned (permanent or temporary) to the Metropolitan Dispatch Center (MDC) or Valley Dispatch Center (VDC) working as an Auxiliary Telephone Operator, Emergency Board Operator, Radio Telephone Operator, or Instructor/Bureau Communications Coordinator, employees in the class and pay grades of Police Service Representative II and III, Codes 2207-2 and 2207-3, shall be eligible for one "Dispatch Floor" bonus, as follows:

- 1. Employees with more than five (5) years of aggregate service in the Central Dispatch Center (CDC), MDC, and/or VDC working the above-listed assignments, 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 CDC/MDC/VDC, 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.)

2. Employees with more than seven (7) years of aggregate service in the CDC, MDC, and/or VDC working the above-listed assignments, 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 CDC/MDC/VDC 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.)
3. Employees with more than nine (9) years of aggregate service in the CDC, MDC, and/or VDC working the above-listed assignments, 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 CDC/MDC/VDC 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.)

Police Service Representatives II and III who qualify for the "Dispatch Floor" bonus, as described above, shall continue receiving said bonus when they are loaned to a non-floor function, other than Classroom Instruction/Simulator (Police Service Representative III only) or Tape Room, in MDC or VDC for a period of time not to exceed two deployment periods. Police Service Representatives II who qualify for the "Dispatch Floor" bonus and who are loaned to the Tape Room, shall continue to receive said bonus for a period of time not to exceed twenty-six (26) deployment periods. During the loan periods described herein, members shall continue to accrue years of service

for purposes of qualifying for either the five, seven, or nine year “Dispatch Floor” bonus. Members who elect to remain in a non-floor MDC or VDC assignment beyond the two (2) deployment period, or twenty-six (26) deployment period for the Tape Room, shall not be entitled to receive any “Dispatch Floor” bonus, and accrual time for said bonus shall cease. Absent exigent circumstances Management will not require non-floor loans beyond two deployment periods (except the Tape Room which will not exceed 26 deployment periods). Should an employee request to remain in a non-floor loan assignment beyond these prescribed time periods, then the Dispatch Floor bonus will cease.

The “Dispatch Floor” bonus described above shall apply to Police Service Representatives assigned to the Transition Team (Lutricia Casaway, Maria Guerrero, Michele Hagerty, Leticia Ortiz, Maria Ramos, Linda Shepperd, Leslie Smith, and Mary Vega) and the Configuration Unit (Alessandra Casilio, Dora Corral, Alma Moore, Zena Racely). It is intended that the Transition Team and Configuration Unit assignments are temporary.

- N.2. Effective the start of the pay period following the date of Council approval of this MOU, the following provisions shall apply:

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.)
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.)

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.)
- O. Any employee in the class of Police Service Representative, Code 2207, who is assigned to the Emergency Board in the Central Dispatch Center, 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.
- P. Any employee in the class of Police Service Representative, Code 2207, assigned to the Central Dispatch Center 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 Central Dispatch Center, 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 considered to be on call for as-

needed training of citizen volunteers, and shall not qualify for any other additional compensation for that duty.

- Q. Three employees in the class of Senior Clerk Typist, 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.
- R. 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.
- S. Effective the start of the payperiod following the date of Council approval of this MOU, employees in the class of Fingerprint Identification Expert, Code 1157, and Principal Fingerprint Identification Expert, Code 1158, 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.

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

- T. Any employee in the class of Clerk Typist, 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, 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.

Any employee in the class of Clerk Typist, 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 1461-2.

Any employee in the class of Clerk Typist, 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.

Any employee in the class of Senior Clerk Typist, 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.

Any employee in the class of Senior Clerk Typist, 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.

Any employee in the class of Senior Clerk Typist, 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.

- U. One employee assigned to the West Los Angeles Office of the Bureau of Engineering and one employee assigned to the Valley Office of the Bureau of Engineering in the class of Senior Clerk Typist, 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.

Effective the start of the payperiod following the date of Council approval of this MOU, this Note shall apply to a total of two Senior Clerk Typists assigned to the Valley Office of the Bureau of Engineering.

Effective the start of the payperiod following the date of Council approval of this MOU, this Note shall also apply to two employees in the class of Senior Clerk Typist, Code 1368, assigned to the Central District Office of the Bureau of Engineering.

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

- V. Any Library Department employee in the class of Delivery Driver I, Code 1121-1, or Delivery Driver II, Code 1121-2, who is assigned as a relief driver of a bookmobile shall, for each day so assigned, receive salary at the rate of the entering step of the salary range for the class of Truck Operator, Code 3583.
- W. 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.
- X. 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.

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

- Y. Any person employed in the class of Clerk Typist, 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.
- Z. Any person employed in the class of Clerk Typist, 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.

Note: Only one Clerk Typist in each district and branch office will be assigned as the office relief cashier and will be eligible to receive this bonus. A Clerk Typist being trained, as a relief cashier, shall also be eligible to receive this bonus for each hour worked in such training.

- AA. Any employee in the class of Clerk Typist, 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.

Any employee in the class of Senior Clerk Typist, 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.

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

Any employee in the class of Clerk Typist, 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.

Any employee in the class of Clerk Typist, 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.

Any employee in the class of Senior Clerk Typist, 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.

Any employee in the class of Senior Clerk Typist, 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.

A Clerk Typist or Senior Clerk Typist is eligible to receive only one bonus under this section.

The following note shall apply to employees of the Department of Airports only:

- CC. Any employee in the class of Clerk, Code 1141, Clerk Typist, Code 1358, or Senior Clerk Typist, Code 1368 assigned to the Flyaway Terminal, when assigned duties as a cashier or assigned to supervise such duties at least 80% of the time in any consecutive two week period, shall receive salary at the second premium level rate above the appropriate step rate of the salary range prescribed for the class.

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

- DD. 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:

- EE. Eight employees in the class of SMS Payment Clerk, Code 1214, who are regularly assigned to perform SMS Paycycle 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.

Effective the start of the payperiod following the date of Council approval of this MOU, this Note may be applied to a total of eleven (11) employees in the class of SMS Payment Clerk, Code 1214.

- FF. 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.

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

- GG. Any Senior Clerk Typist, Code 1368, or Clerk Typist, 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.

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

- HH. 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.

ERGONOMICS PILOT STUDY

In the 2001-04 MOU, the parties agreed to implement a two-year pilot study to determine the effectiveness of training and workstation modification in promoting a safer environment and reducing work place injuries. The pilot study took place in the Police Department's (LAPD) Records and Identification Division (R & I).

The pilot study consisted of the following:

1. The Ergonomics Review Subcommittee

- Composed of three bargaining unit members (selected by AFSCME), and three management representatives (selected by LAPD), and a non-voting Risk Management Safety expert.
- Reviewed Workers Compensation claims for R & I to establish a baseline of claims and costs.
- Reviewed the results of the ergonomic assessment of R&I workstations and prepared a report of the findings and recommendations.
- Provided annual reports regarding the progress and results of the pilot study to the City Safety Administrator, CAO Employee Relations Division, and AFSCME Local 3090. These reports also included an accounting of funds spent to date on the pilot study.
- Provided a final report regarding the results and conclusions of the pilot study to the City Safety Administrator, CAO Employee Relations Division, and AFSCME Local 3090. This report also included an accounting of all funds spent on the pilot study.

2. Risk Management

- Provided ergonomics training to all R & I employees within funds budgeted for the Safety Academy to the extent that they were available.
- Provided orientation training to the Ergonomics Review Subcommittee within funds budgeted for the Safety Academy.
- In conjunction with Ergonomic Team members, workstations occupied by bargaining unit members were ergonomically assessed within funds provided below.
- Established training goals that provided the employee with sufficient knowledge about health issues, correct workstation adjustment and use.

- Provided training for supervisors that enabled them to recognize improper setup and use of ergonomic workstations. Instructed them to modify workstations and informed them of equipment available to correct improper workstations. Instructed supervisors how to recognize health-related concerns for computer users.

3. Omega Solutions/AFSCME Health and Safety Coordinator

- Arranged and coordinated the orientation training, the ergonomics training and the workstation assessments (approximately 100 stations to be assessed).
- Established and coordinated the meeting schedules, agendas and meeting minutes for the subcommittee.

4. LAPD

- Established and appointed an Ergonomic team of three R & I employees or supervisors who received training at a level which enabled them to make basic workstation evaluations and recommendations.
- Assigned appropriate supervisors and managers to attend subcommittee meetings and participate as necessary.
- Implemented any changes recommended as a result of the workstation assessments to the extent funds were available.
- Made every effort to implement administrative changes recommended subject to availability of funds.

5. Ergonomics Team

- Consisted of three employees or supervisors.
- Team members received training provided by Omega Solutions to enable them to make workstation basic evaluations and recommendations.

6. City of Los Angeles/CAO

- The City reprogrammed \$70,000 in funds (\$50,000 from Office of Finance contractual services account and \$20,000 from the Human Resources Trust Fund originally budgeted for the VDT optical plan in FY 02) for costs associated with this pilot study as described above. The funds will be used for workstation assessments and concomitant upgrades, and staffing to compile baseline and study statistics.

- The parties agree that the information gleaned from the pilot study will be used to support the appropriation of funds for similar programs in other City departments, but the City is not obligated to appropriate additional funds.

7. During the term of the 2007-12 MOU, the Ergonomic Pilot Study will:

- Continue to actively participate in the ergonomic pilot study activities, such as educational training sessions, ergonomic team meetings, and safety awareness.
- Track employee participation of safe work behaviors learned in the ergonomic training sessions.
- Continue ergonomic team monthly meetings.
- Continue ergonomic team activities, such as workstation assessments, equipment modification requests, equipment training, safe behavior observations, etc.
- Implement a continuous ergonomic training assessment and training module in order to maintain an awareness of injury prevention.
- Incorporate ergonomic training into new employee orientation.

At the conclusion of the study, a report will be generated as set forth in Article 12, Section VI.

7(b) WORK PERIOD

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 AGREEMENT

2007-12 MEMORANDUM OF UNDERSTANDING NO. 3

COMMUNICATIONS INFORMATION REPRESENTATIVES

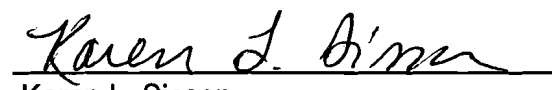
The parties agree that Management may assign employees in the class of Communications Information Representative, Code 1461, to day, evening, or graveyard shifts. The parties will meet and confer over the impact of all call centers to be merged into the 311 Call Center as determined by the 311 Steering Committee.

FOR AFSCME:


Cheryl Parisi
AFSCME Council 36, Executive Director

12/10/07
Date

FOR THE CITY:


Karen L. Sisson
City Administrative Officer

12/10/07
Date


LETTER OF INTENT

2007-2012 MEMORANDUM OF UNDERSTANDING NO. 3

PAYROLL SYSTEM

Increments of Compensated Time Off – Due to the limitations of the current payroll system (Legacy) employees can only use compensated time off (vacation, sick, and CPTO) in increments of one hour. The new payroll system (PaySR) will be able to accept compensated time off in increments of 30 minutes (1/2 hour). During the term of the 2007-12 MOU, at such time as the PaySR system is implemented, the parties agree to make any necessary technical corrections to the MOU provisions to allow employees to use compensated time off in increments of 30 minutes (1/2 hour).

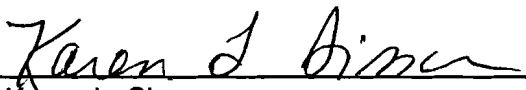
FOR AFSCME:



Cheryl Parisi
AFSCME Council 36, Executive Director

12/10/07
Date

FOR THE CITY:



Karen L. Sisson
City Administrative Officer

12/10/07
Date

LETTER OF AGREEMENT

2007-2012 MEMORANDUM OF UNDERSTANDING NO. 3

HOLIDAY PREMIUM PAY

The City and AFSCME agree that the intent of the modifications to Article 31, Holiday Pay, Sections H and I, is to define and clarify Holiday Premium Pay. It is mutually agreed that the modifications are not meant to change the current practice and/or policy regarding the payment of employees who work on a holiday.

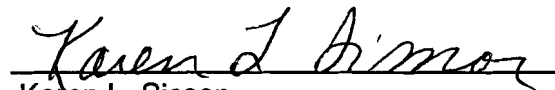
FOR AFSCME:



Cheryl Parisi
AFSCME Council 36, Executive Director

12/10/07
Date

FOR THE CITY:



Karen L. Sisson
City Administrative Officer

12/10/07
Date

JOINT LABOR/MANAGEMENT COMMITTEES (JLMC)

The City and the Union agree to form Joint Labor/Management Committees in each of the departments listed below. The JLMCs shall meet within 45 working days of the Council's approval of this MOU. The issues for discussion shall include, but not be limited to, items listed for each department. No more than three employees identified by the union shall be allowed to participate on City time for any one JLMC. The union shall request release time from the Personnel Director of the affected department at least 48 hours in advance of a meeting. Additional employees may participate on City time with the approval of the Personnel Director for the affected department.

LAPD JLMC

- A. Ergonomic Safety Issues (Assessment for PSR workstations)
- B. Staffing
 - 1. R & I
 - 2. Area Records
- C. Classification
 - 1. Review R & I, Area Records and Valley Traffic Division
 - 2. FIE – Review spec & paygrade description; Review trainee period
 - 3. Review bulletin requirements for Forensic Print Specialist – open vs promotional
 - 4. Review duties of Clerk Typists & Sr. Clerk Typists in Automated Vehicle Processing & Narcotics, ISD
 - 5. Review spec & paygrade description for PSR
 - 6. Review minimum time in assignment for PSRs in training section
 - 7. Review PSR Area Assignments in conjunction with Controllers study of civilianization of the department
- D. Payroll/timekeeping
 - 1. No Accrual of Comp Time policy for PSRs
 - 2. Compliance with FLSA Deployment Period Scheduling

Personnel Department JLMC

- A. Coaching & Mentoring
- B. Greater Utilization of Bridge Classes
- C. Clerical Pool
- D. Extension of Certification List during Hiring Freeze
- E. Tolling
- F. Process for members to attend training
- G. New employee orientation
- H. Review of possible reclassification - Office of Finance Counter and Call Center staff
- I. Workers Comp Claims Assistant
- J. Pay grade Advancement Process
- K. Contracting of hearing reporters
- L. Class review for LAWA Flyaway staff

City Attorney JLMC

- A. Document Services classification review
- B. Lead assignment, pay grade for supervisor duties

Safety & Ergonomics JLMC

Safety and ergonomics issues

Los Angeles World Airports JLMC

- A. Airport Guides
 - 1. Shift assignments & bids
 - 2. Scheduling of employees currently on 18 hour/week schedules
 - 3. Work Rules
 - 4. Multi-lingual bonus/survey of employees
 - 5. Review of possible creation of civil service classification and alternative classifications
- B. Staffing Levels in Airport Police dispatch centers – LAX & Ontario
- C. Flyaway

Library Department JLMC

Review duties of Library Assistants in regional offices and subject departments for possible upgrade

General Services JLMC

Review spec and paygrade description for Duplicating Machine Operator and Sr. Duplicating Machine Operator

LETTER OF AGREEMENT

2007-2012 MEMORANDUM OF UNDERSTANDING

Mutual Commitment to LA's Future

The City of LA and AFSCME have concluded negotiations for the Memoranda of Understanding effective July 1, 2007 through June 30, 2012. This is a historic contract because it was reached through the mutual gains process and addresses critical issues that both parties identified as key interests that had to be resolved during the term of this contract. In order to address those issues effectively, a five year contract was essential. However, the parties recognize that due to the extended term of the contract and the uncertainty both positive and negative of: the local economy, city revenue, revenue from state and federal budgets and adverse litigation, it is essential that both parties maintain the ability to address these uncertainties.

The first uncertainty faced by the parties is the potential adverse revenue implications of a negative ruling in the Telephone User Tax litigation. In the event the Telephone User Tax litigation ruling is unfavorable to the City of Los Angeles and an alternate replacement revenue source is not approved by the voters, the parties to this agreement will meet, using the mutual gains process, to identify the implications of the revenue loss, alternatives to address the revenue loss and viable solutions within the control of the parties.

To address future uncertainties, the parties agree to meet at a minimum every six months to review the City's overall revenue and expenditure forecasts. The revenue forecasts that shall be used as the baseline for this discussion shall be the City's initial Five-Year Budget Forecast for 2007-08 (contained in CF# 07-0600-S43 issued 8/9/07). If City revenue declines by 1% or more in the aggregate the parties will meet, using the mutual gains process, to identify the implications of the revenue loss, alternatives to address the loss and identify viable solutions within the control of the parties.

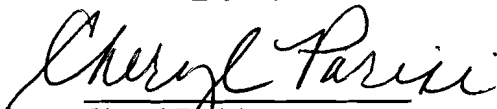
This letter of agreement does not confer the right to modify the terms and conditions of this MOU or to restrict the rights the parties have by law.

Economic Reopener

At the time the Controller closes the books on FY 2009-10, if the actual revenue collected for FY 2009-10 has increased by 3% over the revenue projection of 4.4% (as stated in the CAO's initial Five-Year Budget Forecast for 2007-08, issued 8/9/07), the parties will use the Mutual Gains process to discuss adjusting the 2.25% COLA upward effective 7/1/2010.

At the time the Controller closes the books on FY 2010-11, if the actual revenue collected for FY 2010-11 has increased by 3% over the revenue projection of 4.4% (as stated in the CAO's initial Five-Year Budget Forecast for 2007-08, issued 8/9/07), the parties will use the Mutual Gains process to discuss adjusting the 2.25% COLA upward effective 7/1/2011.

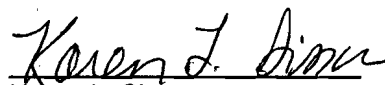
FOR THE UNION:



Cheryl Parisi
Executive Director
AFSCME District Council 26

12/10/07
Date

FOR THE CITY:



Karen L. Sisson
City Administrative Officer

12/10/07
Date

GAINS SHARING JLMC

TA
KSL
9/30/07

As part of the Mutual Gains process used to negotiate this agreement, the Coalition of City Unions and the City of Los Angeles agree that during the course of this contract, members of the Coalition will generate \$25 million in annual, ongoing, and verifiable savings or new operational revenue. Those savings generated by and vetted through the Gains Sharing Committee shall count towards the \$25 million target. One-time savings will be credited to the Gains Sharing JLMC. Savings towards the gains sharing goal for workers' compensation and health care costs will be credited for cost reductions below the trend line included in the CAO's First Financial Status Report (dated August 9, 2007, CF# 07-0600-S43).

TA
CP
9/30/07

The City and Coalition agree to create a Joint Labor-Management Committee on Gain Sharing. This Committee will meet regularly to consider, and as appropriate recommend to the City Council, (1) ideas and implementation strategies for improving City services, (2) new operational revenue, or (3) cost savings opportunities. The committee will jointly develop operating principles, objectives, benchmarks, and measures of effectiveness.

SPW
9/30/07

C.R.
9/30/07

Parties agree that the \$25 million will serve as the basis for the flex dollars to be apportioned on 1/1/2012 as part of the general economic framework in Coalition MOUs. Any funds generated through Gain Sharing in excess of \$25 million will be allocated as determined by the JLMC on Gain Sharing Committee, subject to approval by the City Council.

MF
9/30/07

The Gains Sharing Committee will report semi-annually to the EERC on progress made on all cost savings. The table below provides goals for total annual, ongoing savings.

SAVINGS CATEGORY	FISCAL YEAR				
	2007-08	2008-09	2009-10	2010-11	2011-12
One-Time	TBD				
Annual, Ongoing (in million)	\$0.25	\$6	\$12	\$18	\$25
Total Annual	TBD				
To Date	TBD				

IMPLEMENTING MUTUAL GAINS BARGAINING

TA
KAR
9/30/07

The City of Los Angeles and the Coalition of City Unions agree to create the following Joint Labor-Management Committees and provide staff support as needed. Each committee will report periodically to the Council and may request funding for programs supported by the Committee.

TA
9/30/07

1. SAFETY COMMITTEE

The purpose of the Safety JLMC is to promote a safe and healthful workplace, to reduce accidents, injuries and overall economic liabilities. The Committee will review and analyze injury, illness, and accident rates and trends both citywide and by individual unit, class, and workplace and will coordinate with unit-based safety committees. The work of the Committee will include making recommendations on training, work site and facilities safety, and safety equipment. Additionally, the committee will monitor savings and will report such savings to the Gains Sharing Committee.

MEF
9/30/07

L.R.
9/30/07

2. PART-TIME WORKERS COMMITTEE

The JLMC on Part-Time workers will be formed and focused within the Department of Recreation and Parks, with representatives from the CAO and the Personnel Department. The JLMC on Part-Time Work will identify positions which could be transitioned to half time, develop career ladders for part-time workers, and identify opportunities to consolidate part-time positions to full time and identify budgetary impediments to transitioning part-time workers. Where applicable, procedures developed in the Part-Time Committee will serve as a model for all City Departments.

MEF
9/30/07

9/30/07

3. BONUS AND CODES COMMITTEE

The JLMC on the Bonus and Codes Committee will analyze the City's system of bonuses and special pay. The objective of the Committee is to review and simplify the City's bonus system while providing incentives to improve work processes and recruit and retain quality workers. The Bonus and Codes Committee will send recommendations to the City Council as proposed amendments to labor MOUs. This committee will meet with the goal of enacting initial changes by March 15, 2008.