

**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 1st day of August 2002.

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")**

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ARTICLE 1 **RECOGNITION**

The ACEA, Local 3090, American Federation of State, County and Municipal Employees, (AFSCME), 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 E, 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 August 1, 2002, 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 E, 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, or a period of three (3) years from the operative date of this article, whichever comes first; 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.)
- 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

In accordance with Section 3502.5(c) of the Government Code, 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 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 mailed two (2) calendar days prior to the date that said bulletins are scheduled to be approved by the Civil Service Commission.

ARTICLE 10 WORK ACCESS

Union Staff Representatives, Local Union Officers, Executive Board Members, and Local Union Grievance Representatives 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 Grievance Representatives which list shall be kept current by 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 Risk Management Executive Committee (RMEC) 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.

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.

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:

Effective July 1, 2001, 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</u> <u>Code</u>	<u>Class</u>
1121-1	Delivery Driver I
1121-2	Delivery Driver II
1121-3	Delivery Driver III (General Services only)
2412-1	Park Services Attendant I
2412-2	Park Services Attendant II

Effective July 1, 2002, 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.

Effective July 1, 2001, an allowance of 11 cents per hour will be given to each employee in the classes listed below:

<u>Class</u> <u>Code</u>	<u>Class</u>
2417	Assistant Park Services Attendant I
2418	Assistant Park Services Attendant II

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:

Effective July 1, 2001, an allowance of thirty dollars (\$30.00) each pay period will be given to each employee in the classes listed below:

1141	Clerk (Van Nuys Flyaway Bus Terminal - Airports employees only)
1368	Senior Clerk Typist

(Van Nuys Flyaway Bus Terminal - Airports employees only)

Effective July 1, 2001, an allowance of twenty-six dollars and fifty cents (\$26.50) each pay period will be given to each employee in the following class:

2207	Police Service Representative
2207- 1,2, 3	Police Service Representative I, II, & III

Effective July 1, 2001, an allowance of twenty-six dollars and fifty cents (\$26.50) each pay period will be given to each employee in the following class:

1461- 1, 2, 3	Communications Operator I, II & III (Recreation & Parks only)
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Effective July 1, 2001, an allowance of thirty dollars (\$30.00) each pay period will be given to each employee in the following class:

1368-3	Senior Clerk Typist - Harbor (Port Police Office only)
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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 July 1, 2003, 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 \$250.00 for the purchase of 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, 2003, 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, 2004, 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</u> <u>Code</u>	<u>Class</u>
1111	Messenger Clerk
1121-1	Delivery Driver I
1121-2	Delivery Driver II
1121-3	Delivery Driver III
2207	Police Service Representative
2207-1	Police Service Representative I
2207-2	Police Service Representative II
2207-3	Police Service Representative III
2412-1	Park Services Attendant I (Regular employees only)
2412-2	Park Services Attendant II (Regular employee only)
2417	Assistant Park Services Attendant I
2418	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

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

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

- D. 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.
- E. 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.

- 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, except for grievances involving the Harbor Department, Library Department and Department of Pensions, which shall be advisory only.
- 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.

ARTICLE 20 GRIEVANCE REPRESENTATION

Union may designate a reasonable number of grievance representatives who must be members of the Unit, and 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 grievance representative, if so requested, may represent a grievant in the presenting of grievances at all levels of the grievance procedure.

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

If a grievance representative must leave his/her work location to represent a grievant, he/she shall first obtain permission from his/her supervisor on a form provided for such purpose. Permission to leave will be granted unless such absence would cause an undue interruption of work. If such permission cannot be granted promptly, the grievance representative 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 grievance representative's request unless otherwise mutually agreed to. Denial of permission to leave at the time requested will automatically constitute an extension of time limits provided in the grievance procedure herein, equal to the amount of the delay.

Time spent on grievances outside of regular working hours of the employee and/or his/her representative shall not be counted as work time for any purpose. Whenever a grievance is to be presented during the working hours of the grievant and/or his/her representative, only that amount of time necessary to bring about a prompt disposition of the grievance will be allowed.

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, 2004, through March 15, 2004, 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, 2004. 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
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.

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.

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.

The sections below are intended to reflect the Flex Program approved on July 17, 1996. 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.

Management agrees to contribute a monthly sum not to exceed \$471.94 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, 2002, 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 \$524.66.

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 \$201.80. Half-time employees who, prior to July 24, 1989, were receiving the same subsidy as full-time employees shall continue to receive that subsidy and shall be eligible to receive any increases applied to that subsidy as provided in this Article.

During the term of this MOU, Management's monthly 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 and Medical Leave

For an employee who is 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. Employees shall be eligible for such continued subsidy for a maximum of nine (9) pay periods from the qualifying date of the family or medical leave, including the paid and the unpaid portions of the leave. The continuation of the subsidies will be provided only under the following conditions:

- A. The employee shall have been employed continuously by the City for a one-year period prior to the beginning of the leave.
- B. The employee shall have been enrolled in a City health plan prior to the beginning of the leave to continue the health plan subsidy. The employee shall have been enrolled in a City dental plan prior to the beginning of the leave to continue the dental plan subsidy.
- C. The City will not continue the subsidies if the employee is covered under a non-City health or dental plan.
- D. 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.
- E. In accordance with the Family and Medical Leave Act of 1993 (FMLA), employees on unpaid family or medical leave shall not be required to repay the City subsidy (1) upon return to work, or (2) if they terminate City employment following the leave due to a continuing serious health problem or other extenuating circumstances beyond the control of the employee. Should an employee fail to return to work for any other reason, then he/she shall be required to reimburse the City for the subsidy provided during the

unpaid portion of his/her leave. Such reimbursement shall be deducted from any compensation owed to the employee upon termination of City employment.

ARTICLE 31 HOLIDAY PAY

A. The following days shall be treated as holidays during the term of this MOU.

<u>Holiday</u>	7/1/01 to 12/31/01	2002	2003 and after¹
1. New Year's Day		X	X
2. Martin Luther King's Birthday (the third Monday in January)		X	X
3. Washington's Birthday (the third Monday in February)		X	X
4. Cesar E. Chavez Birthday (the last Monday in March)			X
5. Memorial Day (the last Monday in May)		X	X
6. Independence Day (July 4)	X	X	X
7. Labor Day (the first Monday in September)	X	X	X
8. Columbus Day (the second Monday in October)	X	X	X
9. Veteran's Day (November 11)	X	X	X
10. Thanksgiving Day (the fourth Thursday in November)	X	X	X
11. The Friday after Thanksgiving Day	X	X	X
12. Christmas Day (December 25)	X	X	X
13. The last four hours of an employee's scheduled work shift on the last working day preceding Christmas Day	X	X	
14. Any day or portion thereof declared to be a holiday by proclamation of the Mayor and the concurrence of the City Council by resolution	X	X	X
15. One unspecified holiday (per calendar year)	X	X	X

¹ Subject to employee organizations representing a majority of civilian (non-DWP) employees accepting the same holiday schedule by December 31, 2002. If a majority of represented civilian employees has not accepted this schedule by the deadline, the parties will reopen the contract on this issue only.

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 a holiday falls on an employee's 9/80 or modified day off, the employee shall take an alternate day off within the same calendar week as the holiday.
- H. Employees working in excess of: eight (8) hours on any holiday listed from 1 through 12 above, or in excess of four (4) hours on the last working day preceding Christmas Day (prior to January 1, 2003), 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 pay rate for his/her class, but shall not be included when calculating the employee's workweek for overtime pay purposes.
- I. An employee who works on any holiday above will be compensated at the rate of time and one-half (1½) for each hour worked, in addition to his/her regular compensation for the day, 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.
- 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.

Effective July 1, 2002, the class of Police Service Representative will include pay grades I, II and III. 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 FLSA non-exempt employees shall be recorded on their time sheet. FLSA non-exempt employees may not work outside of scheduled working hours, or during unpaid meal periods, without the prior approval of a supervisor consistent with department policy. Failure to secure prior approval may result in discipline.

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 – (FLSA) Non-Exempt Employees

Compensation for overtime 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 in which the overtime was worked, 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. Notwithstanding the above, departments may exceed the overtime limits specified above during the term of this MOU only; departments must be in full compliance with these provisions by June 30, 2004.

In accordance with FLSA, no employee shall lose CTO. Employees shall be permitted to take CTO for overtime worked upon request unless granting of such time would “unduly disrupt” the operations of the City department. This standard does not apply to non-FLSA overtime (i.e. overtime earned pursuant to this agreement that does not meet the FLSA definition of overtime).

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, 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, 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.

Effective July 1, 2002, the class of Police Service Representative will include pay grades I, II, and III. The provisions of this section shall pertain to all PSRs regardless of pay grade.

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 two dollars (\$2.00) for each day that such 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 two dollars (\$2.00) for each day that such travel occurs.

Section III

Where an employee qualifies under both Sections I and II above, such employee shall be entitled to receive three dollars (\$3.00) 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.

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 4.127.1 a-d of the LAAC.

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.

Operative upon the effective date of the ordinance implementing this MOU, this provision shall apply 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 annual 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 January 1 falls.

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, 2001. This Memorandum of Understanding shall expire and otherwise be fully terminated at 11:59 p.m. on June 30, 2004.

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 E, and who is a member of LACERS, will be enrolled in the Union's life insurance and optical programs.

Operative July 1, 2001, the City will forward four dollars (\$4.00) 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 \$60,000 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.

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.

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.

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 effective date of this MOU, the City Controller will pay to the Union the sum of \$56,000 for the 2001-02 fiscal year. The City Controller will pay the sum of \$38,000 on or about July 1, 2002, and the sum of \$38,000 on or about December 31, 2002, for the 2002-03 fiscal year to cover the cost of the VDT Optical Plan. The City Controller will pay to the Union the sum of \$38,000 on or about July 1, 2003, and the sum of \$38,000 on or about December 31, 2003, for the 2003-04 fiscal year to cover the cost of the VDT Optical Plan.

The Union may expend a portion of these funds to contract for VDT ergonomics training for employees of this Unit. Any training to be provided must be approved by the Safety Administrator and the CAO. An employee may attend the training course on City time, subject to the approval of the supervisor.

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 June 30, 2003, for the 2001-02 and 2002-03 fiscal years, and by June 30, 2004, for the 2003-04 fiscal year. The payments made for the 2001-02, 2002-03 and 2003-04 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 E 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. Effective January 1, 2000, intermittent employees, except those employees who were 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.

7.
 - 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.

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”.
- D. Son or daughter 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.
- E. 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.

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 for six (6) weeks (three [3] pay periods) of leave if not disabled due to pregnancy and up to four (4) months (nine [9] pay periods) of leave if disabled due to pregnancy, inclusive of the aforementioned six-week, non-disability leave.

- 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. The start of leave for a pregnant employee shall be:
 - 1. During or after the employee's pregnancy where there is no disability, at the employee's discretion; or
 - 2. At the beginning of the employee's pregnancy-related disability that a doctor certifies as necessary.
- B. 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. 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. 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. 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.

Intermittent leave or work on a reduced work schedule for the birth, adoption or foster care of a child shall only be permitted at the discretion of Management.

- 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. In accordance with Pregnancy Disability Leave under the California FEHA, pregnant employees not disabled by pregnancy are entitled to six (6) weeks (three [3] pay periods) of leave. 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, inclusive of the aforementioned six-week, non-disability leave, with medical certification certifying the employee as unable to work due to a pregnancy-related condition. Pregnancy Disability Leave under the FEHA may be taken before or after the birth of the child. Pregnancy leave under the federal Family and Medical Leave Act shall run concurrently with Pregnancy Disability Leave under the FEHA, and must be concluded within one year of the child's birth.

In addition, employees (either parent) are also eligible for family leave ("bonding") under the California Family Rights Act, which shall be limited to four 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 Section III.B. of this Article.)

- I. 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.

- J. Management has the right to verify the certification of a serious health condition by a health care provider for a leave under the provisions of this Article. Management shall allow the employee at least 15 calendar days to obtain the medical certification.
- K. Upon return from family or medical leave, an employee shall be returned to his/her original job or to an equivalent job.

V. Notice Requirements

A. Employee

When an employee requests family or medical leave, he/she must state the reason for the requested leave (e.g., childbirth, to care for an immediate family member with a serious health condition, etc.). When the necessity for a leave is foreseeable, the employee must provide at least 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. 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. 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.

B. 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.

C. 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 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 E, Salaries.

- B. The salaries for employees within the Unit, as set forth in Appendix A, shall become operative July 1, 2001; and as set forth in Appendix B, shall become operative July 1, 2002; and as set forth in Appendix C, shall become operative January 1, 2003; and as set forth in Appendix D, shall become operative July 1, 2003; and as set forth in Appendix E, shall become operative January 1, 2004.

- C. Unless otherwise specified, salary notes A through DD for employees within the Unit as set forth in Appendix F shall become operative July 1, 2001.

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 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 60 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 61 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.

- 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 62 **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 63 CONTINUATION OF MERIT PRINCIPLES

1. *Statement of Intent.* At the time of execution of this MOU, applications for special reorganization of the City of Los Angeles have been filed in regard to the San Fernando Valley and Harbor Area and are being processed by the Los Angeles County Local Agency Formation Commission (“LAFCO”). The completion of these proceedings could result in bargaining unit employees being transferred to another public entity during the term of this MOU (hereinafter referred to as “Transferred Employees”). Former California Government Code §56844.2 provides:

Status of public employees under special reorganization; Collective bargaining agreement; Retiree benefits; Representation

- (a) This section shall only apply to a special reorganization.
- (b) All public employees to which Chapter 10 (commencing with Section 3500) of Division 4 of Title 1 applies shall continue to be deemed public employees of the original local agency or of the newly incorporated local agency for all the purposes of that chapter, including, but not limited to, the continuation and application of any collective bargaining agreement that applies to these employees, and all representational and collective bargaining rights under that chapter.
- (c) Any existing collective bargaining agreement shall remain in effect and be fully binding on the original local agency or on the newly incorporated local agency, and on the employee organizations that are parties to the agreement for the balance of the term of the agreement, and until a subsequent agreement has been established.
- (d) Any existing retiree benefits, including, but not limited to, health, dental, and vision care benefits, shall not be diminished.
- (e) Notwithstanding any other provision of law, an employee organization that has been recognized as the exclusive representative of local agency public employees affected by a special reorganization shall retain exclusive representation of the unit employees of the original local agency, or of the newly incorporated local agency.

In consideration of this provision of law, it is the intent of the parties to this MOU to provide in this article, to the extent permitted by law, that Transferred Employees will enjoy certain substantially similar civil service and other protections for the term of the MOU, as described in paragraph 2 below, as they would have enjoyed if they had not been transferred, without unduly constraining the operations of the new jurisdiction. In the event that this article, or any part of this article is found invalid or unenforceable by a court of competent jurisdiction, that event shall not affect the validity of enforceability of

the other articles of this MOU. However, if any provision of this article is judicially determined to be invalid, said provision or part shall be deemed invalid and unenforceable but the remainder shall not be affected thereby.

2. *Merit Principles.* If a new jurisdiction that has become subject to this MOU pursuant to former California Government Code §56844.2 fails to adopt or enforce laws which provide, in substance for the employment principles listed below, or those laws do not remain in effect for Transferred Employees during the entire term of this MOU, the following provisions shall apply to Transferred Employees:

A. Examinations: All appointments shall be based on merit. All candidates taking a competitive examination shall be given a score and placed in a rank based on the whole score. The appointing authority shall select from the top three ranks. Applicants who receive a passing score on the examination shall be given a 5% credit added to their whole score for military service, if such persons have served in the armed forces of the United States during time of war or armed insurrection, or during any time when the United States engaged in active military operations against any foreign power, provided such person has been honorably discharged from active service during the five years preceding the examination. All candidates taking a competitive examination for promotion shall receive a credit for past service, the amount of which may be determined by the new jurisdiction prior to the examination.

B. Probation: The probationary period for persons appointed in the class of Police Officer shall be eighteen months, measured from the commencement of recruit training. The probationary period for persons appointed in management classes shall be twelve months. The probationary period for persons appointed to entry level positions shall be six months, except that the new jurisdiction may establish a longer period, not to exceed 12 months, if the period is set in advance of the examination and after public hearing. The probationary period for all other non-entry level positions shall be six months, except that the new jurisdiction may establish a shorter period, if the period is set in advance of the examination and after public hearing.

C. Transfer: An employee shall be allowed to transfer into an equal or lower paying class without further examination, provided he or she possesses the minimum qualifications and the capability of performing the required duties, in the following situations: (a) the employee is incapable of performing his or her duties because of injury, sickness, or disability; or (b) the employee has completed a probationary period.

D. Layoffs: Any layoff shall be based on seniority in that the employee with the least amount of seniority within the class-group shall be laid off first. Seniority shall be calculated as including all service within the class-group plus any service in a higher class. Any employee laid off shall have the right to revert to a vacant

position or displace (“bump”) a person in a lower class-group if there are no vacant positions, provided the displacing employee has (a) prior service in the lower class-group and (b) greater seniority than the employee being displaced.

- E. Discipline: An appointing authority may suspend or discharge an employee but only for cause.
- F. Military Leave: An employee who leaves his or her position to serve in the armed forces of the United States shall be entitled to a leave of absence and, upon returning from military service, restoration to his or her position, subject to applicable state and federal law and as further provided by ordinance.
- G. Non-discrimination in benefits: There shall be no discrimination in the provision of employee benefits between employees with spouses and employees with domestic partners.

These provisions (A-G) shall be deemed to be modified to conform to Los Angeles City law in effect on the effective date of the special reorganization.

- 3. *Disputes*. The grievance procedure shall not apply to disputes concerning the interpretation or application of this article, unless any such dispute would be grievable by a Los Angeles City employee as a matter of law. The new city may directly and immediately incorporate the limitation in the preceding sentence into its Employee Relations Ordinance or Resolution. Such incorporation does not preclude the Union thereafter from seeking its modification or removal.
- 4. *No Waiver*. Except as provided in ¶3, this article shall not be construed as a waiver by the Union of any right it might have under law to meet and confer over the impact that any transfer of employees to another public entity may have on wages, hours, and other terms and conditions of employment.

MOU3-04

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

William T Fujioka
City Administrative Officer

Cheryl Parisi, Executive Director
AFSCME Council 36

Department of Aging

AFSCME Team Member

Department of Airports

AFSCME Team Member

Department of Animal Services

AFSCME Team Member

Department of Building and Safety

AFSCME Team Member

City Clerk's Office

AFSCME Team Member

L.A. City Employees' Retirement System

AFSCME Team Member

Commission for Children, Youth
and Their Families

AFSCME Team Member

Commission on the Status of Women

AFSCME Team Member

Community Development Department

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

Los Angeles Zoo

For the City Attorney's Office:

Date

LETTER OF INTENT

2001-2004 MEMORANDUM OF UNDERSTANDING CLERICAL AND SUPPORT SERVICES UNIT

In conjunction with the 2001-2004 Memorandum of Understanding, the City of Los Angeles (City) and AFSCME Local 3090 agree to the following:

RE-OPENERS: The parties will meet to discuss the issues indicated below and re-open the MOU if necessary.

Building & Safety Call Center Rotation

The parties will discuss the issue of a rotation policy using public counter personnel and related matters beginning no later than November 2002.

LAPD Records and Identification Division

The parties will discuss retention issues beginning in March 2003, which will include a review of the impact of abbreviated work schedules on employment and productivity.

Tax and Permit/Office of Finance

The parties will discuss retention issues for public service positions beginning in March 2003. In addition, the CAO will initiate a meeting with the Office of Finance, the Personnel Department and AFSCME to discuss promotional opportunities. That meeting will not be considered as a meet and confer session.

STUDIES: Management will conduct the following studies as indicated below.

LAPD Area Records Unit

The Personnel Department will conduct a classification study of Clerk Typist and Senior Clerk Typist positions in the Area Records Unit. This study will commence in September 2002 and conclude by **the end of March** 2003. AFSCME will withdraw its related request to the Civil Service Commission.

Library Department Public Service Positions

The CAO will conduct a study of attrition in the public service positions of the Library Department. **The CAO will provide a status report by July 1, 2003.** The study will be completed and information made available for the next round of MOU negotiations **by January 1, 2004.**

All of the studies and discussions outlined above are for AFSCME Local 3090 members only.

This Letter of Intent will expire at the conclusion of the MOU term.

FOR THE UNION:

FOR MANAGEMENT:

Alice Goff, President
AFSCME Local 3090

William T Fujioka
City Administrative Officer

Date

Date

Cheryl Parisi, Executive Director
AFSCME Council 36

Date:

LETTER OF INTENT

FAMILY AND MEDICAL LEAVE ACT (FMLA) BENEFITS

The undersigned parties agree that, notwithstanding Section V (B) "Management Notification" of the Family and Medical Leave articles in MOUs 3 (Clerical), 6 (Librarian), 16 (Supervisory Librarian), 10 (Professional Medical Services), 11 (Recreational), 37 (Executive Secretary), and 41 (Recreation Assistant), said Family and Medical Leave article will not be implemented in a manner that will discontinue the City health insurance subsidy for an employee due to his or her own catastrophic illness or injury after the exhaustion of compensated time, if requested by the employee. Accordingly, an employee may request the use of Family or Medical Leave after the exhaustion of compensated time for a period not to exceed nine (9) pay periods for the purpose of extending the City health insurance subsidy due to his or her own catastrophic illness or injury. This Letter of Intent will expire at the conclusion of the MOU term or when the Joint Labor-Management Benefits Committee provides an alternative method to continue the health insurance subsidy for employees with catastrophic illnesses or injuries, whichever occurs sooner.

FOR THE UNION:

FOR MANAGEMENT:

Alice Goff, President
AFSCME Local 3090

William T Fujioka
City Administrative Officer

Date

Date

Cheryl Parisi, Executive Director
AFSCME Council 36

Date:

LETTER OF INTENT
CESAR CHAVEZ HOLIDAY

The City and AFSCME agree that any employee who transfers from a bargaining unit that has already received the Cesar Chavez holiday to any AFSCME bargaining unit during calendar year 2002 shall not also receive the Columbus Day holiday for the same calendar year. It is further agreed that said employee will be scheduled and assigned work or given the option of using compensatory time off for the 2002 Columbus Day holiday.

The City and AFSCME also agree that any employee who transfers between bargaining units which results in that employee receiving neither the Cesar Chavez nor Columbus Day holiday for calendar year 2002 shall be granted one additional floating holiday in 2002. Departments shall notify the Controller's Office to add one such floating holiday to any such employee that meets the criteria.

This Letter of Intent shall not conflict or in any way change language already agreed to in the respective 2001-2004 AFSCME MOUs. It will expire at the conclusion of this MOU term.

FOR THE UNION:

FOR MANAGEMENT:

Alice Goff, President
AFSCME Local 3090

William T Fujioka
City Administrative Officer

Date

Date

Cheryl Parisi, Executive Director
AFSCME Council 36

Date

LETTER OF INTENT

**Binding Grievance Arbitration
Library Department**

The City and AFSCME agree that the Clerical and Support Services Unit will be afforded binding grievance arbitration if the Board of Library Commissioners agrees to accept binding grievance arbitration for the Librarians and Supervisory Librarians bargaining units during the term of this MOU.

FOR THE UNION:

FOR MANAGEMENT:

Alice Goff, President
AFSCME Local 3090

William T Fujioka
City Administrative Officer

Date

Date

Cheryl Parisi, Executive Director
AFSCME Council 36

Date

LETTER OF INTENT
SENIOR CLERK TYPIST AT EL PUEBLO

The undersigned parties agree to the following:

1. The following salary note will be added to the MOU for the period indicated:

One position of Senior Clerk Typist at El Pueblo occupied by Julie Sandoval while she is regularly assigned to coordinate part-time staff and dissemination of El Pueblo Monument literature shall receive salary at the fifth premium level above the appropriate step rate of the salary range for the class, inclusive of all bonuses, for the period July 1, 2002, through December 31, 2004.
2. The grievance filed by Julie Sandoval is withdrawn without admission by either party as to the merits of its position.
3. The CAO will draft a notification explaining that department personnel do not have the authority to promise employment in any job including promotions and pay grade advancements. These representations are contrary to the Charter mandated civil service system. Only the Civil Service Commission can make position allocation decisions and the CAO pay grade determinations. Consequently, employees may not rely on any such guarantees of employment or promotion in making employment decisions. AFSCME will publish the notification in a mutually agreed upon vehicle and format within 45 days of receiving it from the CAO.
4. It is mutually understood that this agreement constitutes the full and entire understanding of the parties regarding this issue and shall not constitute a precedent in the future enforcement of any terms and provisions and shall not be used by either party in any grievance or arbitration.

FOR THE UNION:

FOR MANAGEMENT:

Alice Goff, President
AFSCME Local 3090

William T Fujioka
City Administrative Officer

Date

Date

Cheryl Parisi, Executive Director
AFSCME Council 36

Date

MOU 3
NOTES TO SALARY APPENDICES

The following notes shall apply to all eligible employees:

A. Notwithstanding Section 4.61, Salary Notes Applicable to the Library Department, Note 5 and Section 4.92(d)(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.

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.

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.

The following note shall apply to employees in the Information Technology Agency only:

E. When an employee in the class of Communications Operator I, Code 1461-1, or Communications Operator II, Code 1461-2, within the Information Technology Agency is assigned to train new employees more than 50% of the time in any one day, such employee 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 note shall apply to employee in the Department of General Services only:

F. Two employees in the class of Duplicating Machine Operator when regularly assigned to operate the four color printer shall receive salary at the first premium level (2.75%) above the appropriate step rate of the salary range prescribed for the class.

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

G. 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.

H. 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. Effective January 1, 1980, 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.

I. Effective September 1, 2000, 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.

The following note 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.

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

K. 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 Resources 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.

L. For the period July 1, 2001 through June 30, 2002, when an employee in the class of Police Service Representative, Code 2207, assigned to the Communications Division, is regularly assigned to train other Police Service Representative employees, such employee shall receive salary at the third premium level rate (8.25%) above the appropriate step rate of the salary range for the class.

M. When assigned to the Central Dispatch Center (CDC) working as an Auxiliary Telephone Operator, Emergency Board Operator, Radio Telephone Operator, Instructor/Bureau Communications Coordinator.

Effective July 1, 2002, all employees in the class of Police Service Representative II and III, Code 2207-2 and 2207-3, with more than five (5) years of service in the Central Dispatch Center (CDC), 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 the class.

Effective July 1, 2003, all employees in the class of Police Service Representative II and III, Code 2207-2 and 2207-3, with more than seven (7) years of service in the Central Dispatch Center (CDC), 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 the class.

Effective July 1, 2004, all employees in the class of Police Service Representative II and III, Code 2207-2 and 2207-3, with more than nine (9) years of service in the Central Dispatch Center (CDC), working the above listed assignments, shall receive salary at the fourth premium level (11%) above the appropriate step rate of the salary range prescribed for the class.

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Police Service Representatives II and III who qualify for the bonus and are loaned to functions other than Auxiliary Telephone Operator, Emergency Board Operator, Radio Telephone Operator or Instructor/Bureau Communications Coordinator, for two deployment periods or less, are eligible to receive the bonus during the loan. If the loan lasts longer than two deployment periods, the bonus shall no longer be paid until the Police Service Representative resumes the qualifying duties.

The Police Service Representative is not considered to have resumed duties covered by this bonus because the loan is interrupted and he or she is briefly (less than one deployment period) returned to his or her regular assignment and the loan is expected to resume. Should the loan be interrupted for one or more deployment periods, the Police Service Representative would qualify to again receive the bonus, which will be retroactive to the time of his or her return to the regular assignment.

Qualified Police Service Representatives II and III who are loaned to the Central Dispatch Center (CDC) are eligible for the bonus after completing two deployment periods working the above listed assignments. The bonus will not be retroactive. For Police Service Representatives II and III who do not qualify for the bonus, the time of the loan will be counted as qualifying service in increments of a deployment period.

N. 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.

O. Any employee in the class of Police Service Representative, Code 2207, assigned to the Central Dispatch Center in the Communications Division who, under the prior MOU 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 up to the effective date of the ordinance implementing this MOU shall also continue to receive that one premium level rate. Employees hired into the class of Police Service Representative, Code 2207, subsequent to the effective date of the ordinance implementing this MOU 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.

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P. Three employees in the class of Senior Clerk Typist, Code 1368, who are assigned to the Information Resources Division (IRD) 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.

Q. 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.

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

R. When an employee in the class of Communications Operator I, Code 1461-1, assigned to the Zoo, and is assigned to train other personnel in the class of Communications Operator more than 50% of the time in any one day, such employee 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 note shall apply to employees in the Department of Recreation and Parks only:

S. Whenever a Communications Operator, Code 1461, in the Department of Recreation and Parks, is designated and assigned by Management to act as lead over another Communications Operator 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 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

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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 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 fifth premium level above the appropriate step rate of the salary range prescribed for the class.

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 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 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.

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

U. 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.

V. 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.

W. 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 note shall apply to employees in the Department of Transportation only:

X. Any employee in the class of Communications Operator III, Code 1461-3, assigned to the Communications Division, who is required to train new employees more than 50% of the time in any one day, such employee 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 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 800/888 Customer Service 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.

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 800/888 Customer Service 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.

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

BB. Any employee in the class of Clerk, Code 1141 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 notes shall apply to employees of El Pueblo de Los Angeles State Historic Monument only:

CC. Operative upon the effective date of the ordinance implementing this MOU, 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.

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DD. One position of Senior Clerk Typist at El Pueblo occupied by Julie Sandoval while she is regularly assigned to coordinate part-time staff and dissemination of El Pueblo Historical Monument literature shall receive salary at the fifth premium level above the appropriate step rate of the salary range for the class, inclusive of all bonuses, for the period July 1, 2002, through December 31, 2004.

MOU3-04

ERGONOMICS PILOT STUDY

The parties agree 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 will take place in the Police Department's (LAPD) Records and Identification Division (R&I). The Office of Finance, Risk Management & Safety Division (Risk Management) will request that the Mayor convene the Risk Management Executive Committee of General Managers (RMEC) for the purpose of creating an Ergonomics Working Group to conduct the study under the coordination of the Safety Administrator.

The pilot study will consist of the following:

1. The Ergonomics Review Subcommittee

- Will be composed of three bargaining unit members (selected by AFSCME), and three management representatives (selected by LAPD), and a non-voting Risk Management Safety expert.
- Will review Workers Compensation claims for R&I to establish a baseline of claims and costs.
- Will review the results of the ergonomic assessment of R&I workstations and prepare a report of the findings and recommendations.
- Will provide annual reports regarding the progress and results of the pilot study to the RMEC and CAO Employee Relations Division. These reports will also include an accounting of funds spent to date on the pilot study.
- Will provide a final report regarding the results and conclusions of the pilot study to the RMEC and CAO Employee Relations Division. This report will also include an accounting of all funds spent on the pilot study.

2. Risk Management

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

- Provide training for supervisors that enable them to recognize improper setup and use of ergonomic workstations. Teach them to modify workstations and inform them of equipment available to correct improper workstations. Teach supervisors how to recognize health-related concerns for computer users.

3. The Safety Administrator

- Will arrange and coordinate the orientation training, the ergonomics training and the workstation assessments (approximately 100 stations to be assessed).
- Will establish and coordinate the meeting schedules, agendas and meeting minutes for the subcommittee.

4. LAPD

- Will establish and appoint an Ergonomic team of three R & I employees or supervisors who will receive training at a level which will enable them to make basic workstation evaluations and recommendations.
- Will assign appropriate supervisors and managers to attend subcommittee meetings and participate as necessary.
- Will implement any changes recommended as a result of the workstation assessments to the extent funds are available.
- Will make every effort to implement administrative changes recommended subject to availability of funds.

5. Ergonomics Team

- Will consist of three employees or supervisors.
- Team members will receive training provided by the Safety Administrator to enable them to make workstation basic evaluations and recommendations.

6. City of Los Angeles/CAO

- The City will reprogram \$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. It is anticipated that the funds will be used for workstation assessments and concomitant upgrades, and staffing to compile baseline and study statistics. As noted above, it is anticipated that Risk Management will provide training for R&I employees and the Ergonomic Review Committee through its Safety Academy

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within budgeted funds. However, additional funds may be requested for the pilot program through the City's budget process, but the City is not obligated to appropriate additional funds.

- 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(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.

