

**MEMORANDUM OF UNDERSTANDING  
FOR JOINT SUBMISSION TO  
THE CITY COUNCIL REGARDING THE  
BUILDING TRADES RANK AND FILE REPRESENTATION UNIT  
(MOU #2)**

**THIS MEMORANDUM OF UNDERSTANDING  
made and entered into this 2nd day of December, 2022.  
As amended this 7th of August, 2023.**

**BY AND BETWEEN THE**

**CITY OF LOS ANGELES**

**AND THE**

**LOS ANGELES/ORANGE COUNTIES BUILDING AND CONSTRUCTION TRADES  
COUNCIL, AFL-CIO**

**January 1, 2023 - December 30, 2023**

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**ARTICLE 1.0           GENERAL PROVISIONS**

**ARTICLE 1.1           RECOGNITION**

- A.     On April 27, 1973, the Employee Relations Board (ERB) certified the Los Angeles/Orange Counties Building and Construction Trades Council, AFL-CIO, as the majority representative of employees in the Building Trades Rank and File Representation Unit (Unit). Accordingly, Management recognizes the Los Angeles/Orange Counties Building and Construction Trades Council, AFL-CIO (Union), as the exclusive representative of the employees in said Unit.
  
- B.     This MOU is entered into by and between the City of Los Angeles, through its authorized management representative, the City Administrative Officer (CAO), on behalf of the Heads of Departments, Offices, or Bureaus represented herein (Management) and the authorized representatives of the Union.
  
- C.     The term “employee(s)” as used herein, shall refer only to an individual in the classification(s) listed in the Appendices, as well as any classifications that may be added to the Unit by the ERB during the term of this MOU. Effective upon the vote by the ERB to accrete a class or bargaining unit into the Coalition of Los Angeles City Unions (Coalition Union), applicable benefits and provisions of this MOU shall be provided to members of the newly accreted class/unit as contained in this Coalition MOU for all other represented members.
  
- D.     The term “Union Credentialed Representative” means a full-time Union staff representative designated by the Union to represent employees in this Unit.
  
- E.     Upon written notification from the CAO to the Los Angeles City Controller (Controller), this MOU shall be amended to incorporate the classification and salary of any classification accreted to this bargaining unit after the adoption of the MOU.

**ARTICLE 1.2           IMPLEMENTATION OF MEMORANDUM OF UNDERSTANDING**

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

- A.     The Union has notified the CAO in writing that it has approved this MOU in its entirety;
  
- B.     The determining bodies have approved this MOU in its entirety in the manner required by law and the heads of those departments, offices, or bureaus represented herein have acknowledged the approval and have taken any such other actions required to fully implement the provisions of this MOU; and,
  
- C.     The Los Angeles City Council (City Council) has approved this MOU in its entirety.

Articles of this MOU that require resolutions, ordinances, or amendments to applicable codes by City Council will become operative on the effective date of said resolutions, ordinances, or amendments, unless otherwise specified.

**ARTICLE 1.3 OBLIGATION TO SUPPORT**

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

**ARTICLE 1.4 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. The parties mutually understand and agree that this MOU may not be opened at any time during its term for any reason, except as specifically provided for herein or by mutual consent of the parties - to meet and confer in good faith sessions for the purpose of altering, waiving, modifying, or otherwise amending this MOU.

Notwithstanding the foregoing:

- C. No alteration, variation, waiver, modification or amendment of any of the articles, terms, or provisions contained herein requiring approval of the City Council, shall in any manner be binding upon the Union or Management unless and until jointly recommended in writing to the City Council, and approved and implemented in accordance with the Implementation of Memorandum of Understanding article in this MOU.
- D. The waiver of any breach, term or condition by any party to this MOU shall not constitute a precedent in the future enforcement of all its articles, terms and provisions.

**ARTICLE 1.5 TERM**

- A. The term of this MOU shall commence on the date when the terms and conditions for its effectiveness, as set forth in Article 1.2, Implementation of Memorandum of Understanding are fully met but in no event shall this MOU become effective prior

to 12:01 a.m. on January 1, 2023. This MOU shall expire and otherwise be fully terminated at 11:59 p.m. on December 30, 2023.

- B. The provisions of this MOU shall remain in effect until a successor MOU is implemented or impasse proceedings are completed as long as the parties have met their obligations under the provisions of Article 1.6, Calendar for Successor Memorandum of Understanding, to their mutual satisfaction and are continuing to meet and confer in good faith.
- C. Notwithstanding the above, any provisions scheduled to sunset or containing an end date within the term or at the expiration of this MOU shall expire and be fully terminated on said sunset date or end date.

**ARTICLE 1.6 CALENDAR FOR SUCCESSOR MEMORANDUM OF UNDERSTANDING**

In the event either the Union or Management desires a successor MOU, said party shall serve upon the other, no later than October 30, 2023, its written proposals for such successor MOU. Meet and confer sessions shall begin no later than thirty (30) calendar days following submission of the proposals.

**ARTICLE 1.7 CITY - UNION RELATIONSHIP**

A. Continuity of Service to the Public

The City of Los Angeles is engaged in public services requiring continuous operations that are necessary to maintain the health and safety of all citizens. The obligation to maintain these public services is imposed both upon the City and the Union as the exclusive representative of the employees in this representation unit.

B. Mutual Pledge of Accord

Inherent in the relationship between the City and its employees is the obligation of the City to deal justly and fairly with its employees and of the employees to cooperate with their fellow employees and the City in the performance of their public service obligation.

It is the purpose of this Memorandum to promote and ensure harmonious relations, cooperation and understanding between the City and the employees represented by the Union and to establish and maintain proper standards of wages, hours and other terms or conditions of employment.

C. No Strike - No Lockout

- 1. In consideration of the mutual desire of the parties to promote and ensure harmonious relations and in consideration of the Mutual Pledge of Accord,

the City agrees that during the stated term of this MOU, there shall be no lockout or the equivalent of members of the Union.

2. The Union and its members agree that there shall be no strike, nor shall they advocate, encourage or participate in any work slowdowns or stoppages. They shall not encourage employees to abstain in whole or in part from the full, faithful and proper performance of their employment duties or to engage in any other concerted action resulting in the withholding of service during the term of this MOU.
3. Should such a strike or other concerted action by Union members occur, the Union shall immediately instruct its members to return to work.
4. It is mutually understood and agreed that the City has the absolute right to impose discipline and, in that regard, shall have the right to take disciplinary action, up to and including discharge, against any employee who participates in any manner in any strike or slowdown, withholding of services, picketing in support of a strike, or other concerted action resulting in the withholding of services. The curtailing of operations by the City in whole or in part for operational or economic reasons shall not be construed as a lockout.
5. The provisions of this article shall not detract in any way from any restrictions imposed by law on strikes and other types of work stoppages by public employees.

## **ARTICLE 1.8            MANAGEMENT RIGHTS**

Responsibility for management of the City and direction of its work force is vested in City officials and department heads whose powers and duties are specified by law. In order to fulfill this responsibility, it is the exclusive right of City management to determine the mission of its constituent departments, offices, bureaus and boards, set standards of services to be offered to the public, and exercise control and discretion over the City's organization and operations. It is also the exclusive right of City management to take disciplinary action for proper cause, relieve City employees from duty because of lack of work or other legitimate reasons and determine the methods, means and personnel by which the City's operations are to be conducted and to take any necessary actions to maintain uninterrupted service to the community and carry out its mission in emergencies; provided, however, that the exercise of these rights does not preclude employees or their representatives from consulting or raising grievances about the practical consequences that decisions on these matters may have on wages, hours, and other terms and conditions of employment.

**ARTICLE 1.9 INCLUSION OF 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 1.10 PROVISIONS OF LAW AND SEPARABILITY**

The parties agree that this MOU is subject to all applicable Federal, State and local laws, the Los Angeles City Charter, City ordinances, and any lawful rules and regulations enacted by the City's Civil Service Commission, the ERB, or similar independent City commissions. If any Article, part, or provision of this MOU is in conflict or inconsistent with such applicable provisions in the authorities listed in this Article, or is otherwise held to be invalid or unenforceable by any court of competent jurisdiction, said Article, part, or provision shall be suspended and superseded by such applicable law or regulations and the remainder of this MOU shall not be affected thereby.

The parties agree to meet and confer regarding those articles, parts or provisions of this MOU that are in conflict or inconsistent with Federal, State and local laws, the Los Angeles City Charter, City ordinances, and any lawful rules and regulations enacted by the City's Civil Service Commission, the ERB, or similar independent City commissions of the City.

**ARTICLE 2.0 UNION/EMPLOYEE RELATIONS**

**NON-DISCRIMINATION**

The parties mutually reaffirm their respective policies of non-discrimination in the treatment of any employee because of age (40 and above), ancestry, color, disability (physical and mental, including HIV and AIDS), gender identity and/or expression, genetic information, LGBTQ+ identity, marital status, medical condition (genetic characteristics, cancer or a record or history of cancer), military or veteran status, national or ethnic origin, race, religion or creed (includes religious dress and grooming practices), sex or gender (includes pregnancy, childbirth, breastfeeding, and/or related medical conditions), reproductive health decisionmaking, sexual orientation, political activities or political affiliation, or any other characteristic protected under applicable federal, state or local laws or by denying Family and Medical Leave Care or by engaging in retaliation for having filed a discrimination complaint, for participating in a discrimination investigation or for opposing discrimination.

Management and the Union agree that in accordance with said policies, no employee shall be interfered with, intimidated, restrained, coerced or discriminated against because of Union activity and/or the exercise of any employee rights granted pursuant to Sections 4.845 and/or 4.857 of the Employee Relations Ordinance.



## ARTICLE 2.1           UNIT INFORMATION LIST

- A.     The City shall provide the Union with a list of Unit employees in alphabetical order with the following Unit information in compliance with State law for each employee on said list:
1.     Name
  2.     Employee Identification Number
  3.     Original Hire Date
  4.     Bargaining Unit
  5.     Class Title
  6.     Class Code
  7.     Membership Status
  8.     Employing Department Title
  9.     Work Location (by department, office or bureau, as well as division if such information is readily available and department legend)
  10.    Pay Rate (annual and biweekly)
  11.    Work Phone Number on file
  12.    Home Phone Number on file
  13.    Personal cellular phone number on file
  14.    Personal email address on file
  15.    Home Address on file
- B.     For new employees or those newly entering or re-entering Union representation, the City shall provide the aforementioned information within a minimum of thirty (30) calendar days of the date of the employee's hire or by the first pay period of the month following their hire, whichever is later.
- C.     For existing employees, the City shall provide the above information to the Union a minimum of every thirty (30) calendar days.
- D.     All information shall be provided to the Union electronically. The means of provision and the substance of the requisite information may be changed by mutual agreement.
- E.     The Union agrees to indemnify and hold the City harmless from any liabilities of any nature that may arise as a result of the application of the provisions of this Article.
- F.     Initially the City shall provide department legends that identify the known work locations by department, office or bureau, as well as division code(s). Thereafter, it is understood that Departments will either adjust their legends to provide distinct division codes for each work location or provide some other distinct work location information in a simplified manner to the Union. Additional legends will be provided only as updated. Furthermore, the CAO will work with the Controller to provide this information with current electronic payroll reporting.

## **ARTICLE 2.2            BULLETIN BOARDS**

Each department agrees to provide either a bulletin board(s) or space on a bulletin board at department work locations reasonably accessible to Union members that may be used by the Union for the following purposes:

1.     Notices of Union meetings
2.     Notices of elections and their results
3.     Notices of Union recreational and social events
4.     Notices and/or reports of official Union business
5.     Any other written communication that has received prior approval from a department management representative to be posted at an authorized work location.

The Union agrees that all notices or other communications prior to being posted shall be identified with an official stamp or logo of the Union and shall be initialed by a Union Credentialed or authorized Union Representative. The Union shall provide the above communications to Management for posting at least twenty-four (24) hours prior to posting.

The Union shall place a removal date on all materials to be posted.

## **ARTICLE 2.3            EMPLOYMENT OPPORTUNITIES**

- A.     The Personnel Department will provide to the Union copies of all job bulletins. Tentative examination bulletins approved by the Personnel Department will be provided seven (7) calendar days prior to the date of the public posting of the final bulletin for the examination.
- B.     Employees shall be granted reasonable time off with pay, to the extent feasible without negative impact to department operations, for the purpose of taking oral promotional examinations when such examinations are given by the City and scheduled during the employee's normal working period, however, each employee entitled to such time off with pay shall give reasonable advance notice of at least five (5) business days to their supervisor. Such time off with pay shall include travel time.
- C.     Management agrees that any employee covered by this MOU who may be assigned to work on a day that a written promotional examination is administered by the Personnel Department, and for which an employee has applied, shall be given priority in the scheduling of days off for that day.

## **ARTICLE 2.4            ACTIONS BY EMPLOYEE RELATIONS BOARD (ERB)**

- A.     If any action(s) by the ERB prior to the expiration of this MOU results in any significant changes to the composition of this representational unit, the parties to

this MOU will meet as soon as possible thereafter to consider any revisions or amendments to this MOU that may be required to ensure that the interests of the employees are protected.

- B. Employees attending ERB meetings or preparing for ERB appearances shall do so on their own time. Prior permission must be obtained to attend ERB meetings during scheduled work hours. Employees approved to attend these meetings during their scheduled work hours may use accumulated or uncompensated time.

## **ARTICLE 2.5 USE OF CITY FACILITIES**

- A. City facilities may be used by the Union or organizations serving City employees with the prior approval of Management for the purpose of holding meetings, to the extent that such use of the facility will not interfere with normal departmental operations and the facility is also made available to other organizations.
- B. Participating employees who attend said meetings shall do so on their own time.
- C. If the use of a facility normally requires a fee for rental or special set-up, security, and/or cleanup service, the Union will provide or assume the cost of such service(s) or facility.

## **ARTICLE 2.6 WORK ACCESS**

- A. The Los Angeles/Orange Counties Building & Construction Trades Council AFL-CIO, Craft Councils and Local Union Representatives shall have access to City facilities and work sites of departments, offices, or bureaus represented herein during working hours to conduct lawful union business. Authorized representatives must check in at the time of arrival. (Each department is responsible for identifying its check-in section/location and is also responsible for notifying each union of any specific designee.)
- B. The provisions of this Article shall not be deemed a limitation of Management's authority to deny access to facilities or work sites designated as "secure" or "confidential".
- C. The Union shall provide management with a written list of its authorized Union Credentialed Representatives, which shall be kept current by the Union. The Union shall provide an updated list within forty-five (45) calendar days of any change to the list.

## **ARTICLE 2.7 EMPLOYEE RELATIONS**

Meetings at reasonable intervals may be scheduled at the request of a full-time Union Credentialed Representative or the Management Representative of a department, office

or bureau for the purpose of informally discussing potential employer-employee relation problems.

## **ARTICLE 2.8 PAYROLL DEDUCTIONS AND DUES**

### **A. DUES**

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

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

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

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

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

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

## B. MANAGEMENT RESPONSIBILITIES

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

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

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

## C. UNION RESPONSIBILITIES

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

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

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

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

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

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

**ARTICLE 2.9      JOB SECURITY**

No Unit employee shall be terminated from employment or shall have a reduction in work hours, nor shall Unit staff levels be reduced, due to work normally performed by Unit employees being contracted out. This provision is exclusive of Hiring Hall employees.

**ARTICLE 2.10      CONTRACTING OF UNIT WORK**

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

- A. No bargaining unit employee shall be laid off, demoted or suffer loss of pay or benefits as a result of the contracting of unit work.
- B. If any employee subject to the provisions herein is displaced as a result of contracting, the employee shall be retained in a position within a classification represented by the Union.
- C. Notwithstanding any provision of this MOU to the contrary and excluding the provisions of paragraph G below, the provisions of this Article shall be subject to advisory arbitration only.
- D. In lieu of the meet-and-confer process prescribed by the Employee Relations Ordinance (ERO), the parties agree to meet and discuss, in accordance with the provisions outlined below, all contracts to perform unit work except for contracts required by bona fide emergencies.

- E. The parties agree that the following expedited procedure shall replace the impasse resolution provisions of the ERO for disputes arising out of the meet-and-discuss process specified above:
1. The City shall provide timely notice, through the existing “clearinghouse” procedure, of proposed contracts to perform unit work. In addition, the City shall provide the Union a list of individuals responsible for coordinating contracting information in each department.
  2. The Union may request to meet and discuss such proposed contracts within fifteen (15) calendar days following notice as indicated in 1 above. Failure by the Union to request such meeting(s) within the prescribed fifteen (15) calendar days shall constitute a waiver of the Union’s right to continue this process.
  3. Meeting(s), if requested, shall begin within five (5) working days following notice to the City by the Union of its desire to discuss the proposed contract(s).
  4. If the parties cannot reach agreement through the meet-and-discuss process, the Union may request expedited advisory arbitration within five (5) working days following the last meet-and-discuss session. Failure by the Union to request arbitration within the specified five days shall constitute a waiver of the Union’s right to continue in this process. The parties will attempt to establish a mutually agreeable, expedited process for selecting arbitrators. Absent any such agreement, arbitrators will be selected in accordance with Rules 11.03 and 11.04 of the ERB.
  5. The parties agree that for contracts with a value of less than \$1 million, the hearing and issuance of the advisory decision by the arbitrator shall be concluded within thirty (30) calendar days following request for arbitration; and within ninety (90) calendar days for contracts of \$1 million or more.
  6. The arbitrator’s advisory decision and recommendation shall be transmitted to the appropriate determining body simultaneously with the proposed contract.
  7. The time limits in this process may be extended only by the mutual, written agreement of the parties.
  8. The expedited arbitration process herein shall be informal. Court reporters shall not be used; rules of evidence shall be informal; the production of witnesses and documentary evidence shall be at the discretion of each party; the arbitrator's notes, exhibits (if any), and the written advisory decision and recommendation shall constitute the record of the proceedings; post hearing briefs shall not be required or submitted.

9. Arbitration fees shall be shared equally by the Union and the City.
- F. Disputes over the practical consequences of the contracting of unit work, other than those occurring under paragraphs 4 and 5 above, shall be resolved in accordance with the provisions of Article 3.1, Grievance Procedure of the MOU, and shall not delay the implementation of the contract if all other provisions of this Article have been met.
  - G. The parties agree that the Union may file a grievance regarding the Charter 1022 notification.
    1. A grievance challenging the 1022 notification shall be filed within 15 calendar days of the Union's knowledge of the alleged deficient notification.
    2. The grievance will be submitted to an expedited informal arbitration process. The arbitration shall be conducted within 30 days of the filing of the Union's grievance. The arbitration fees shall be shared equally between the Union and the City.
    3. The arbitrator shall determine if the City has violated the 1022 notification procedures. The arbitrator's remedy shall be limited to ordering the City to reissue the 1022 notification. In no event will the arbitrator have the authority to void a Council-approved contract. The arbitrator's decision is binding on the parties.

The parties agree that the review of "practical consequence" grievances shall begin with the first formal level of review of the grievance procedure and that said grievances shall be subject to advisory arbitration, except as provided in the Arbitration step of the Grievance Procedure.

#### **ARTICLE 2.11 REVISION OF CLASS SPECIFICATIONS**

The Personnel Department will consult, upon request, with Union Credentialed Representatives prior to recommending substantive changes to class specifications covering employees in this Unit. Current class specifications for classifications covered by this MOU may be obtained on the Personnel Department's website.

#### **ARTICLE 2.12 UNIT REPRESENTATIVES**

- A. The Union may designate a reasonable number of Unit Representatives who shall be members of this Unit, and shall provide the CAO, and all departments, offices, or bureaus with a written list of employees who have been so designated.
- B. The duties and responsibilities of the Unit Representatives shall be limited to the recruitment of new members, to the posting of Union material in accordance with



the provisions of Article 2.2, Bulletin Boards, and such other related duties as may be assigned by the Union.

- C. It is mutually understood that these activities shall not be performed during working hours of the Unit Representative(s) or the employees to be contacted.

### **ARTICLE 2.13 DEFINITION OF EMERGENCY**

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

### **ARTICLE 2.14 APPRENTICESHIPS**

- A. All Journey Level positions shall receive at least 5.5% above the full time apprentice employed by the City for that Craft under this MOU.
- B. Within ninety (90) days of the ratification of this agreement, Management and Labor will convene a MOU 2 Apprenticeship Program Committee to discuss, develop, and implement an Apprenticeship Program that will be of mutual benefit. This Committee shall sunset after successful implementation of the Apprenticeship Program and by mutual agreement of both parties.
- C. The City of Los Angeles shall employ full time Apprentices as part of this MOU through the Joint Labor Management Apprenticeship programs of the Craft Unions representing employees under this MOU and Management of the City of Los Angeles. The City of Los Angeles Civil Service Rules shall be applicable to the MOU 2 Apprenticeship Program.
- D. The methodology for determining a City Apprentice's base wage rate for each period of apprenticeship is as follows. The City and Council agree that the base wage rate for a City Apprentice shall be the "Total Package Wage" amount ("Total Package Wage" including all benefits and minus training) for the designated apprentice category identified on the Wage and Benefits Schedule derived from an applicable Craft Union's Master Labor Agreement (MLA Wage and Benefit Schedule) minus the total hourly cost of benefits provided to employees in MOU 2. The credit for pension shall be calculated on the benefit that the apprentice will be eligible to vest. The City shall pay all apprenticeship training cost for each apprentice to the respective Joint Labor-Management apprenticeship training program. The base wage for an apprenticeship category shall not be less than fifteen (\$15) dollars per hour.
  - 1. The Council (either directly or via the Craft Unions and/or their respective apprenticeship training programs) shall notify the City in writing within ninety

(90) calendar days of any changes to the MLA Wage and Benefit Schedule for any of the Craft Unions for any apprentice category therein. The Council (directly or via the Craft Unions and/or their respective apprenticeship training programs) shall also provide the City with an updated MLA Wage and Benefit Schedule that reflects such changes.

2. The Council (either directly or via the Craft Unions and/or their respective apprenticeship training programs) shall notify the City (Department and CAO's Office) in writing when a City Apprentice has advanced to the next period within their apprenticeship training program, and thereafter the City shall increase the City Apprentice's base wage rate that corresponds with that next period's corresponding rate as set forth in the applicable MLA Wage and Benefit Schedule.
  3. City Apprentices will not be eligible for any wage or salary increases or adjustments that may be negotiated with respect to other City employees within MOU 2.
  4. Upon the City's, the Council's or a Craft Union's termination of participation in the MOU amendment, the terms of this MOU shall remain in force and will be applicable to any City Apprentice enrolled in a Craft Union's apprenticeship training program for the remainder of their enrollment in such apprenticeship training program unless and until their apprentice agreement (DAS 1) is terminated or transferred to any other employer. Otherwise, the terms of this MOU shall remain in effect unless mutually amended by the parties, notwithstanding the expiration of the MOU 2 Agreement.
- E. Apprenticeship conditions of employment including, but not limited to wages, tables, percentages and language shall facilitate the implementation and employment of apprentices through the Joint Labor Management Apprenticeship programs of the Craft Unions representing employees under this MOU in the MOU 2 Apprenticeship Program Committee.

## **ARTICLE 3.0            GRIEVANCES**

### **ARTICLE 3.1            GRIEVANCE PROCEDURE**

#### **STATEMENT OF INTENT**

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

## **DEFINITIONS**

### **A. GREIVANCE**

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

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

### **B. EMPLOYEE COMMENT SHEET (Comment Card) – LAPD**

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

## **GENERAL PROVISIONS**

### **A. BINDING ELECTION OF PROCEDURE**

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

### **B. GRIEVANCE PROCESS RIGHTS**

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

### C. TIME, TIME LIMITS, AND WAIVERS

“Business days” shall be defined as Monday through Friday, exclusive of City Holidays, as enumerated in Article 7.7, Holidays and Holiday Pay.

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

### D. MEDIATION

1. At any step following the Informal Discussion in the grievance process, the Union or Management may request mediation, by letter to the department’s personnel officer or designated union representative. Within ten (10) business days of receipt of a request for mediation, the receiving party shall either return the request without action or request that the ERB appoint a mediator. The ERB shall attempt to obtain the services of a mediator from the State Mediation and Conciliation Service. If a State mediator is unavailable, Union and Management may jointly agree to a mediator selected by the Executive Director of the ERB. The fees of such mediator shall be shared equally by Union and Management.
2. The primary effort of the mediator shall be to assist the parties in settling the grievance in a mutually satisfactory fashion. The mediation procedure shall be informal, i.e., court reporters shall not be allowed, the rules of evidence shall not apply, and no formal record shall be made. The mediator shall determine whether witnesses are necessary in the conduct of the proceedings.
3. If settlement is not possible, the mediator may be requested to provide the parties with an immediate oral opinion as to how the grievance would be decided if it went to arbitration. Such opinion shall be advisory only. Upon mutual agreement of the parties, the mediator may be requested to furnish such opinion in writing, along with a brief statement of the reasons for the opinion. Such opinion shall not be used during any subsequent arbitration.
4. Notwithstanding the above, and ERO Section 4.865, the parties may mutually agree to accept the opinion of the mediator as binding.
5. If mediation does not resolve the issue, the grievant has ten (10) business days to file an appeal to the next level in the procedure.

## E. EXPEDITED ISSUES

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

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

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

## GRIEVANCE PROCESS

### STEP 1 – ISSUE IDENTIFICATION AND INFORMAL DISCUSSION

- A. The employee shall discuss the issue with the immediate supervisor on an informal basis to identify and attempt resolution of the employee's issue within ten (10) business days following the day the issue arose. The employee shall have the affirmative responsibility to inform the supervisor that the issue is being raised pursuant to this grievance procedure.
- B. The immediate supervisor shall meet with the employee, secure clarification of the issue, consider the employee's proposed solution, and discuss possible alternative solutions and/or other administrative remedies. The immediate supervisor shall inform the department's personnel office, and the personnel director shall inform the union of the grievance. The immediate supervisor shall respond verbally within ten (10) business days following the meeting with the employee. Failure of the supervisor to respond within the time limit shall entitle the employee to process the issue to the next step.

### STEP 2 – GRIEVANCE INITIATION (FORMAL)

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

administrative procedures. The manager will provide a written response to the employee within ten (10) business days of meeting with the employee. Failure of management to respond within the time limit shall entitle the grievant to process the grievance to the next step.

### STEP 3 – GRIEVANCE APPEAL

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

#### Los Angeles Police Department only:

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

### STEP 4 – ARBITRATION

- A. If the written response at Step 3, or mediation, does not settle the grievance, or management fails to provide a written response within thirty (30) business days of the Step 3 meeting, the Union may elect to serve a written request for arbitration with the ERB. A copy of this notice shall be served upon the department's personnel officer. The request for arbitration must be filed with the ERB within twenty (20) business days following (a) the date of service of the written response of the General Manager/Commission or the designee, or (b) the last day of the response period provided for in Step 3. Failure of the Union to serve a written request for arbitration with the ERB within said period shall constitute a waiver of the grievance.
- B. If such written notice is served, the parties shall jointly select an arbitrator from a list of seven arbitrators furnished by the ERB, within ten (10) business days following receipt of said list. Failure of the Union to notify the ERB of the selected arbitrator within sixty (60) business days of receipt of said list shall constitute a waiver of the grievance.

- C. Arbitration of a grievance hereunder shall be limited to the formal grievance as originally filed by the employee to the extent that said grievance has not been satisfactorily resolved. The proceedings shall be conducted in accordance with applicable rules and procedures adopted or specified by the ERB, unless the parties hereto agree to other rules or procedures for the conduct of such arbitration. The fees and expenses of the arbitrator shall be shared equally by the parties involved, it being mutually understood that all other expenses including, but not limited to, fees for witnesses, transcripts, and similar costs incurred by the parties during such arbitration, will be the responsibility of the individual party incurring same.
- D. The decision of an arbitrator resulting from any arbitration of a grievance hereunder shall be binding upon the parties concerned.
- E. The decision of an arbitrator resulting from any arbitration of grievances hereunder shall not add to, subtract from, or otherwise modify the terms and conditions of this MOU.

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

The Union may elect to file a grievance on behalf of two or more employees. The facts and issues of the grievance must be the same. In cases where the issues identified in the grievance affect more employees than are identified as grievants, the parties agree that the remedy may be applied to those employees upon their consent, if needed.

### **PROCEDURE:**

#### **STEP 1 – GROUP GRIEVANCE INITIATION (FORMAL)**

- A. The Union shall file the grievance in writing with the General Manager, or designee, of the affected department within twenty (20) business days following the day the issue arose. To the extent possible, the filing shall include the issue of the grievance, proposed solution(s), the names of the employees impacted by the issue, and the specific facts pertaining to each grievant. All employees participating in the grievance must waive their respective rights to file an individual grievance on the same issue by completing an individual grievance waiver form prior to the meeting with the General Manager.
- B. The General Manager, or designee, shall provide written notification to the Employee Relations Division of the CAO of the receipt of the grievance. The General Manager, or designee, shall meet with the Union within twenty (20) business days of receipt of the grievance to review the facts, solicit information on the proposed solution(s), or consider other appropriate administrative procedures. The General Manager, or designee, may include department managers who have knowledge of the grievance issues and/or representatives from the CAO's Employee Relations Division in the meeting with the Union. The General Manager,

or designee, shall prepare a written response within twenty (20) business days of the meeting.

Los Angeles Police Department only:

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

STEP 2 – GROUP GRIEVANCE APPEAL

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

**ARTICLE 3.2          UNION STEWARDS**

- A.     1.     The Union may designate a reasonable number of Union Stewards, who must be members of the Union, and shall provide all departments, offices, or bureaus with a written list of employees who have been so designated and revised lists within 30 calendar days of any changes in said designations. A steward, if so requested, may represent a grievant at all levels of the grievance procedure. A steward may represent an employee in pre-disciplinary hearings (Skelly) or pre-disciplinary interviews where there is a reasonable expectation that disciplinary action will follow, if requested by the employee.
- 2.     The employee and their steward may have a reasonable amount of paid time off for the above-listed activities. However, a representative steward will receive paid time off only if the representative steward is a member of the same Union 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.
- 3.     If a steward must leave their work location to represent an employee the steward shall first obtain permission from their supervisor on a form provided for such purpose. Permission to leave will be granted unless such absence would cause an undue interruption of work. If such permission cannot be granted promptly, the steward will be informed when time can be made available. Such time will not be more than forty-eight (48) hours after



the time of the steward's request unless otherwise mutually agreed to. This time shall exclude scheduled days off and/or legal holidays. Denial of permission to leave at the time requested will automatically result in an extension of time limits provided in the grievance procedure herein, equal to the amount of the delay.

4. Before leaving their work location, the steward shall contact the requesting employee's supervisor to determine when the employee can be made available. Upon arrival, the steward will report to the employee's supervisor who will make arrangements for the meeting requested.
5. Time spent on grievances or on the pre-disciplinary representative activities described above outside of regular working hours of the employee or their steward shall not be counted as work time for any purpose. Whenever these activities occur during the working hours of the employee and/or their steward, only that amount of time necessary to bring about a prompt disposition of the matter will be allowed. City time, as herein provided, is limited to the actual representation of employees and does not include time for investigation, preparation or any other preliminary activity.

B. As is practicable, grievances will be heard by certified Supervisors.

Stewards shall be authorized to spend up to two one (2) hours of City time working to investigate each dispute raised under Article 3.2 of this MOU.

## **ARTICLE 4.0 ON THE JOB**

### **ARTICLE 4.1 SAFETY**

#### Section I

Management will make every reasonable effort to provide safe working conditions, and the Union will encourage all employees in this Unit to perform their duties in a safe manner.

#### Section II

Safety clothing and/or safety devices currently provided by Management will continue to be provided as long as the need exists. The Union will encourage every employee to utilize such safety clothing and safety devices to the extent possible.

#### Section III

Each employee shall be responsible for reporting promptly to their immediate supervisor any unsafe practice or condition observed. The employee shall be advised immediately of the action that will be taken by the supervisor.

## **ARTICLE 4.2 PERSONNEL FOLDERS**

- A. An employee or their certified representative shall be entitled to review the contents of their official personnel folder at reasonable intervals, upon request, during hours when their personnel office is normally open for business. Such review shall not interfere with the normal business of the department, office or bureau.
- B. No disciplinary document shall be placed in an employee's official personnel folder prior to providing said employee with a copy thereof. This provision shall not apply to documents placed in said folder prior to July 1, 1975.
- C. After a disciplinary or adverse document has been in an employee's personnel folder for a period of one year, Management may, upon the employee's request, place a statement in the employee's personnel folder, showing that the employee's performance has improved.
- D. A written reprimand or "Notice to Correct Deficiencies" may be sealed upon the written request of an affected employee if the employee 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.)
- E. 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.
- F. The existence of all documents, including sealed or separately stored documents, must be acknowledged by the department and be available upon subpoena and to selected City personnel.

## **ARTICLE 4.3 PERFORMANCE EVALUATIONS**

- A. The Supervisor who signs an employee's performance evaluation shall have been in a position to review the employee's work for a reasonable period of time during the evaluation period. If the employee has worked under more than one supervisor for a significant period of time during an evaluation period, the rating shall reflect the opinion of each such supervisor.

- B. An annual performance evaluation that has been appealed shall not be placed in an employee's personnel file until it has been determined whether the evaluation will be changed.

**ARTICLE 4.4 REIMBURSEMENT FOR LOST OR STOLEN TOOLS**

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

**ARTICLE 4.5 LICENSE FEES**

- A. Subject to such rules and regulations as the Controller may establish, the Department of Building and Safety shall waive its usual fee or charge for any license or permit an employee in this unit is required to possess to operate equipment in the performance of their duties. Such license or permit shall be limited to cover work performed for the City.
- B. Unit employees who are required by their appointing authority to obtain and maintain a valid class A or B California Driver's license, not otherwise required as a condition of employment, shall be reimbursed by their appointing authority for the fees required to obtain such license(s). Licensing fees include prerequisite training required in order to obtain or maintain a valid class A or B California Driver's License. (E.g. Entry-Level Driver Training for Commercial Driver's License, effective February 7, 2022).

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

- C. Notwithstanding Sections A and B above, the City shall reimburse any and all applicable licensing fees to employees in the Department of Transportation and Public Works Bureau of Street Lighting in the following classes who are required as a condition of employment to obtain and maintain a valid state license:
  - 1. Assistant Signal Systems Electrician
  - 2. Signal Systems Electrician
  - 3. Electrical Craft Helper
  - 4. Assistant Street Lighting Electrician
  - 5. Street Lighting Electrician

Reimbursement shall be authorized upon presentation by the employee of a paid receipt for such license fee(s) and upon presentation of the valid license to

Management. Any required examinations may be taken on City time with Management's pre-approval. Licensing fees include prerequisite training required in order to obtain or maintain a valid class A or B California Driver's License. (E.g. Entry-Level Driver Training for Commercial Driver's License, effective February 7, 2022).

#### **ARTICLE 4.6 TOOL AND CLOTHING ALLOWANCE**

- A. The City will provide an annual cash payment of \$1,500 to each full-time employee in this Unit who is on active payroll status as of September 1, 2019. The payment will be made by separate check not later than December 31, 2019.

Effective January 5, 2020, the allowance will change to a biweekly amount of \$57.47 for each full-time employee in this Unit.

- B. These funds are subject to State and Federal taxation.
- C. These payments are intended to cover the cost of clothing, shoe, and tool maintenance and replacement.

#### **ARTICLE 4.7 REST PERIODS**

##### Section I

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 an employee's working day nor in excess of fifteen (15) minutes without the express consent of the designated supervisor.

##### Section II

Management reserves the right to suspend any 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, nor compensated for in any form.

#### **ARTICLE 5.0 WORK SCHEDULES**

#### **ARTICLE 5.1 WORK SCHEDULE**

Pursuant to the Fair Labor Standards Act (FLSA), employees shall have a fixed workweek that consists of a regular recurring period of 168 consecutive hours (seven 24-hour periods) which can begin and end on any day of the week and at any time of the day. Notwithstanding the provisions of LAACLAAC Section 4.108, Management may assign employees to work a four/ten, five/forty, nine/eighty or other work schedule. Management shall have the right to refuse an employee's request to work a four/ten, nine/eighty, or

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

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

- A. Work schedule is defined as an employee's assigned hours of the day, days of the week, and/or their shift rotation schedule.
- B. Except in emergencies\*, an employee shall be notified in writing of a change in their work schedule at least seven (7) calendar days in advance of such change. Said schedule shall not be made for disciplinary purposes.

\*For definition of emergency, see Article 2.13.

## **ARTICLE 5.2 POLICE DEPARTMENT DEPLOYMENT PERIOD**

Notwithstanding the provisions of Sections 4.108 (Regular Hours of Work) and 4.113 (Overtime) of the LAAC to the contrary, employees in this Unit who are employed in the Police Department shall have a work schedule consisting of twenty (20) days of work in each twenty-eight (28) day deployment period. Such day may be eight (8) hours, seven and one-half (7½) hours, or seven (7) hours as determined by the Chief of Police.

Said twenty (20) days of work, or the equivalent number of days for an alternative work schedule, may be scheduled at such time during two (2) biweekly pay periods as the Chief of Police may direct.

This Article shall not be construed to prohibit the implementation of flexible work schedules.

## **ARTICLE 6.0 COMPENSATION**

### **ARTICLE 6.1 SALARIES**

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

Appendix A – January 1, 2023

Note: The operative date for Appendix A coincides with the beginning of the payroll period.

A. SALARY ADJUSTMENT

Effective January 1, 2023, employees covered by this MOU shall receive a 3.0% salary increase. (Appendix A)

B. Apprenticeship classifications are not eligible for these salary adjustments.

The methodology for determining a City Apprentice's base wage rate for each period of apprenticeship:

The City and Council agree that the base wage rate for a City Apprentice shall be the "Total Package Wage" amount ("Total Package Wage" including all benefits and minus training) for the designated apprentice category identified on the Wage and Benefits Schedule derived from an applicable Craft Union's Master Labor Agreement ("MLA Wage and Benefit Schedule") minus the total hourly cost of benefits provided to employees in MOU 2. The credit for pension shall be calculated on the benefit that the apprentice will be eligible to vest. The City shall pay all apprenticeship training cost for each apprentice to the respective Joint Labor-Management apprenticeship training program. The base wage for an apprenticeship category shall not be less than fifteen dollars (\$15) per hour.

C. PROMOTIONAL DIFFERENTIAL

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

**ARTICLE 6.2 OVERTIME**

Section I - Management Authority

Nothing herein is intended to limit or restrict the authority of Management to require any employee to perform overtime work. However, overtime will be ordered and worked only when required to meet the City's public service obligations.

Section II - Distribution of Overtime

Management will attempt to assign overtime work as equitably as possible among all qualified employees in the same classification in the same organizational unit and work location. In the assignment of overtime under this provision, however, Management may consider special skills required to perform particular work. No employee shall work

overtime without prior approval from their supervisor. Unofficial overtime (white time) is absolutely prohibited. FLSA non-exempt employees may not work outside of scheduled working hours, or during unpaid meal periods, without the prior written approval of a supervisor, consistent with department policy. Failure to secure prior approval may result in discipline.

### Section III - Rate of Overtime Compensation

Operative upon the effective date of this MOU, employees in this unit whose hourly base rate (without bonuses or premiums) is at or below the hourly base rate for the class of Building Maintenance District Supervisor (Code 3190) in Council-controlled departments shall be paid at the rate of “time and one-half” (1½) the employee’s regular straight time hourly rate for all hours worked in excess of forty (40) hours in any FLSA work week including all absences with pay authorized by law. Management shall have the discretion to determine whether compensation shall be in cash or time-off.

### Section IV - Overtime Meal Allowance

Whenever the City requires an employee to work at least four (4) hours in excess of the employee’s regularly scheduled work shift on a normal work day, or at least four (4) hours in excess of an overtime work shift on a normal work day off, then the employee shall be paid an overtime meal allowance. Said overtime meal allowance shall be \$10.00.

### Section V – Compensated Time Off (CTO)

Employees shall be permitted to accumulate up to 80 hours of compensated time and take such accumulated time off for overtime worked upon request unless granting of such time would “unduly disrupt” the operations of the City department. This standard does not apply to non-FLSA overtime (i.e. overtime earned pursuant to this MOU, but which does not meet the FLSA definition of overtime).

On occasion, employees may accumulate compensated time in excess of 80 hours for a temporary period of time. If an employee does not use the accumulated hours in excess of 80 prior to the end of the fiscal year in which the overtime was worked, Management may require the employee to use such time prior to the end of the fiscal year; require the employee to use such time in lieu of vacation or other leave time; or authorize cash payment. In the event sufficient funds are not available to provide cash compensation for all or a portion of the hours in excess of 80, Management may extend the time limit for use or payment of the excess hours for a period not to exceed one additional fiscal year. In accordance with FLSA, no employee shall lose accumulated time off. Under no circumstances shall CTO in excess of 240 hours be accumulated.

## **ARTICLE 6.3      JURY SERVICE**

- A. An employee duly summoned to attend any court for the purpose of performing jury service shall, for those days during which jury service is actually performed

and those days necessary to qualify for jury service, receive their regular salary. The absence of the employee for the purpose of performing jury service shall be deemed to be an authorized absence with pay within the meaning of LAAC Section 4.75.

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

**ARTICLE 6.4 SUBPOENAED WITNESS COMPENSATION**

- A. Subject to the exceptions and provisions of section B1, 2, 3, and 4 of this Article, whenever an employee is subpoenaed to appear as a witness, that employee will be granted a leave of absence with pay calculated pursuant to this Article. Such an employee will be paid the difference between the pay the employee regularly receives for a normal working day (without considering any potential overtime pay the employee may have received) and the amount the employee receives as witness fees. Any money received as compensation for mileage is not to be considered as part of the employee's witness fees.
- B. This Article does not apply to any employee:
  - 1. Subpoenaed to appear in any proceeding as a litigant or as an expert witness;
  - 2. Subpoenaed to appear as a witness in any action brought about as a result of their own misconduct, or brought about through their connivance;



3. Making an appearance for which the employee receives compensation in excess of their regular earnings; or
  4. Subpoenaed to appear or appearing during their off duty hours.
- C. The Police Department may reschedule an employee so that their subpoena does not conflict with their hours of work; arrange with the subpoenaing authority to place the employee in an “on call” status; or reschedule an employee subpoenaed to appear during off duty hours to alternate hours.
- D. All Departments other than the Police Department may so reschedule with the consent of the subpoenaed employee.

Effective July 2, 2023, notwithstanding Section B 4 above, any employee who is subpoenaed by the City or otherwise required by the City to appear as a witness during the employee’s off duty hours, shall receive compensation at the rate of one and one-half (1 ½) times the employee’s regular rate of pay for such time that the employee actually appears. If an employee appears, pursuant to this Section, on a paid City holiday listed under Article 7.7 “Holidays and Holiday Pay”, the employee shall receive compensation pursuant to this section in addition to the employee’s regular holiday compensation for that day. No employee shall receive compensation pursuant to this Section and Section H of Article 7.7 for the same time period. Compensation under this Section shall not be included when calculating the employees work week for overtime pay purposes. Management shall have the discretion to determine whether compensation will be paid in cash or time off.

## **ARTICLE 6.5           STANDBY PAY**

### Section I

Persons employed in this Unit who are subject to call during the employee’s off-duty hours on a regularly scheduled work day, or anytime during the employees’ regularly scheduled off-duty day, shall receive, when assigned to standby, in addition to any other compensation provided for herein, the sum of two dollars and twenty five cents (\$2.25) for each hour assigned to standby. When called and required to report to work, the employee will be compensated in accordance with Article 6.8 of this MOU. Employees will not receive pay of two dollars and twenty five cents (\$2.25) per hour for any time the employee is receiving call back pay.

### Section II

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

### Section III

If an employee assigned to standby duty fails to respond when contacted, no compensation shall be paid for that day.

### Section IV – Employees in the Los Angeles Police Department

- A. Employees in the Police Department in the class of Police Surveillance Specialist, Code 3687, shall receive standby compensation at the rate specified below when assigned to standby during their off-duty hours:

Police Surveillance Specialists assigned to standby on weekends or holidays shall receive one hour compensation at straight time for every six hours they are required to standby. Effective January 1, 2023, employees assigned to standby on weekdays shall receive one hour compensation at straight time for every eight hours they are required to standby.

- B. Management will attempt to assign standby duty as equitably as possible among all qualified employees in the same classification in the same organizational unit and work provision. However, Management may consider special skills required to perform particular work.
- C. Employees required to be on standby will provide their supervisors with a contact telephone number. Employees must be able to respond to their assigned work location within an hour of being summoned, barring any unforeseen circumstances. Employees who refuse standby assignments or fail to respond as provided herein may be subject to discipline.
- D. Compensation for standby periods shall be at the discretion of the Chief or Police by cash payment or by time off. For purposes of computing the amount of compensation due for time spent on duty, the time spent on duty will commence at the time the individual reports to the designated place of assignment and will terminate the time when the employee is released from duty. Under no condition will time be allowed for travel (portal-to-portal).
- E. Employees who are required to report for duty shall be compensated in accordance with Article 6.8 of this Memorandum of Understanding. Compensation for the time spent on duty during the period of standby (e.g., Weekend Standby: Friday 1700 to Monday 0700 = 62 hours. Employee called back for a total of 6 hours;  $62 - 6 = 56$  total hours on standby  $6 = 9.3$  hours of straight time compensation).

**ARTICLE 6.6 MILEAGE**

- A. Any employee authorized to use their own vehicle, pursuant to Division 4, Chapter 5, Article 2 of the LAAC, in the performance of their duties, shall be reimbursed for their transportation expenses at the then current IRS rate for each mile traveled in any biweekly pay period.
- B. During the term of this MOU, the cents per mile reimbursement shall be increased or decreased to 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 6.7 PREMIUM PAY NOTES**

Premium pay notes designated as “N” (night premium) and “H” (hazard premium) shall be paid in accordance with Sections 4.61 and 4.74 of the LAAC.

The noise provisions of former Note K, Administrative Code Section 4.61, “or consisting of working in an area where the noise level is 85 decibels or higher,” shall no longer apply to members of this Unit except as herein noted.

- Note 1.
  - A. Current Loop Crew employees, named in Appendix H, shall continue to receive a 5.5% bonus: 2.75% pension based and 2.75% non-pension based for as long as they are assigned to said crew and the composition of the work and the crew remain the same. (Building Trade Members) Any operational change reducing the noise below 85 decibels shall cause the bonus to be eliminated. Elimination of this bonus due to a reduction in noise below 85 decibels is not grievable or arbitrable.
  - B. However, all new hires (including current vacancies) after February 6, 2002, to the Loop Crew shall receive only a 2.75% bonus, pension based, only so long as they remain assigned to a Loop Crew.

Note 2. Any Carpenter working in the Harbor Department and assigned to install/remove fencing and required to use rock drills and air tools, while performing this work, shall receive a non-pensioned based one premium level bonus (2.75%) for each day so assigned.

Note 3. Pile Driver Workers who are regularly assigned to the Barge to drive or repair piles, shall receive a one premium level bonus (2.75%), pension based, and an additional 2.75% bonus, non-pension based, in addition to all other compensation.

However, all Pile Driver Workers hired after August 31, 2002, shall receive only a 2.75% bonus, pension based, only as long as they remain in the class of Pile Driver Worker, Code 3553.

- Note 4.
- A. Any Electrician, Code 3863, Plumber, Code 3443, or Pipefitter, Code 3433, working at the Airport, who regularly performs electrical or pipe repairs, maintenance or any other assigned duties in the Central Utility Plant (CUP), shall receive a pensioned based one premium level bonus (2.75%) in addition to all other compensation.
  - B. Operative at the beginning of the first full payroll period following Council adoption of this MOU, any classification working at the Airport, who performs repairs, maintenance or any other assigned duties on the Airfield Operations Area (A.O.A.), shall receive a non-pensionable one premium level bonus (2.75%) for each day so assigned. (This does not include work performed in the CTA).

Note 5. Resolution over disputes of this bonus shall be considered a Management right and therefore are not subject to grievances or arbitration.

Employees in any unit class, when regularly assigned, as defined in LAAC Section 4.75, to perform maintenance, service or repair of motor sweepers or of sewage disposal facilities and equipment, or cleaning catch basins, or transporting sewage or catch basin debris more than 50% of a work day, shall receive, for each day so assigned, salary at the appropriate step of the second premium level above the salary range prescribed for the class. Pensionable when regularly assigned; non-pensionable when assigned on a daily basis.

#### **ARTICLE 6.8 CALL BACK PAY**

Whenever Management orders an employee to return to duty following the termination of their work shift and departure from their work location, the employee shall receive a minimum payment equivalent to four hours of work at the rate of "time and one-half" (1½) their regular rate of pay. Compensated time shall begin at the time the employee is called out and end upon completion of the job. This compensated time includes a maximum of one (1) hour travel time to the job location.

#### **ARTICLE 6.9 ACTING PAY ASSIGNMENTS**

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

- A. Absence at Higher Level Position

Whenever Management assigns an employee to perform the duties of a higher level position (in a class for which the duties and responsibilities of the current

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

Effective July 2, 2023, the qualifying period of ten (10) consecutive working days shall change to ten (10) cumulative working days in a one (1) calendar year period. Compensation shall begin on the 11<sup>th</sup> cumulative working day in such assignment. For employees assigned to a modified work schedule, such as 9/80 or 4/10, compensation shall begin on the next day following the completion of 80 cumulative hours of assignment.

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

#### B. Vacant Higher Level Position

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

#### C. Status Review

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

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

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

D. Compensation

An employee qualifying for additional compensation as stated above shall receive salary at the second premium level (5.5%) above the appropriate step rate of the salary range prescribed for their class, for each day on duty (present for 50% or more of the work day) in an acting assignment. However, the maximum pay rate for such duty shall be limited to the top step of the salary range that has been established as compensation for the higher level position to which the employee has been assigned.

**ARTICLE 6.10 LEAD ASSIGNMENT PAY**

- A. Non-supervisory employees (employees whose classification or pay grade description does not include supervisory duties) who are designated and assigned by Management to act as lead workers over other employees (including MOU 35 hiring hall unit members), either on a regularly assigned or on a daily basis, shall receive compensation at the second premium level rate (5.5%) above the appropriate step of the salary range prescribed for the class, while so assigned.
- B. The designation, re-designation or removal of a lead assignment shall be a Management prerogative and may occur any time Management deems it appropriate. Such Management decisions shall be final and conclusive and shall not be subject to the grievance procedure herein. Nothing in this Section, however, is intended to deny the premium payment specified herein to an employee who has been assigned, has qualified and has performed the lead assignment in accordance with the provisions of this Article.

**ARTICLE 6.11 DISTURBANCE CALLS/COMMUNICATION**

- A. Whenever an employee is contacted, using any form of communication (E.g. phone calls, email, text/instant messaging, etc.), while on off-duty status by the Department/City to furnish information or take action needed to maintain the continuity of City business, without the necessity of having to personally report for duty, such employee shall receive a minimum of one hour of compensation at the overtime rate of "time and one-half" (1½) in cash for each such incident. Work in excess of one (1) hour shall be treated in accordance with the call back provisions of the MOU and subject to the following limitation:
- B. Any employee receiving Standby Pay compensation for the same day shall not be eligible to receive compensation under this Article for that day.

**ARTICLE 7.0            BENEFITS**

**ARTICLE 7.1            HEALTH AND DENTAL PLANS**

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

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

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

**SECTION I - HEALTH PLANS**

- A. The health plans offered and benefits provided by those plans shall be those approved by the City's JLMBC and administered by the Personnel Department in accordance with LAAC Section 4.303.
- B. Effective January 1, 2016, Management agrees to contribute a monthly sum not to exceed the Kaiser Permanente family rate ("maximum monthly health care subsidy") per full-time employee toward the cost of a City-sponsored health plan for employees who are members of the Los Angeles City Employees' Retirement System (LACERS). During the term of this MOU, Management's monthly health care subsidy for full-time employees shall increase by the increase in the Kaiser Permanente family rate. Increases in this monthly health care subsidy shall be effective at the beginning of the pay period in which the Kaiser Permanente yearly premium rate change is implemented.
- C. Management will apply the subsidy first to the employee's coverage. Any remaining balance will be applied toward the coverage of the employee's dependents under the plan.
- D. Management agrees to contribute for each half-time employee, as defined by LAAC Section 4.110, who became a member of LACERS following July 24, 1989, and for each employee who transfers from full-time to half-time status following July 24, 1989, a monthly subsidy not to exceed the Kaiser employee-only rate, toward the cost of their Flex Program medical plan. Half-time employees who, prior to July 24, 1989, were receiving the same subsidy as full-time employees shall continue to receive that subsidy and shall be eligible to receive any increases

applied to that subsidy as provided in this Article. During the term of this MOU, Management's monthly health care subsidy for half-time employees shall increase by the increase in the Kaiser Permanente single part rate. Increases in this monthly health care subsidy shall be effective at the beginning of the pay period in which the Kaiser Permanente yearly premium rate change is implemented.

- E. Any employee who was receiving a full health subsidy as of July 24, 1989, in accordance with this Article, who transfers to half-time status following that date shall continue to be eligible for the full subsidy and shall be subject to any adjustments applied to that subsidy as provided in this Article. This provision shall apply providing that such employee does not have a break in service subsequent to July 24, 1989. Any half-time employee with a break in service after July 24, 1989, shall be subject to the partial subsidy provisions in this Article.
- F. Full-time employees who work a temporary reduced schedule under the provisions of Article 7.5, Family and Medical Leave, shall continue to receive the same subsidy as full-time employees and will be subject to any adjustments applied to that subsidy as provided in this Article.
- G. Further, any half-time employee receiving either a full or partial subsidy in accordance with this Article who, subsequent to July 24, 1989, becomes an intermittent employee shall not be eligible for such subsidy, notwithstanding their status as a member of LACERS.
- H. During the term of this MOU, the JLMBC will review all rate changes and their impact on the Health Plans.

## SECTION II - DENTAL PLANS

- A. The dental plans offered and benefits provided by those plans shall be those approved by the City's JLMBC and administered by the Personnel Department in accordance with LAAC Section 4.303.
- B. 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.
- C. For each half-time employee, as defined by LAAC Section 4.110, who becomes a member of LACERS and for each employee who transfers from full-time to half-time status following July 24, 1989, Management will expend an amount equivalent to one-half of the cost of the employee-only coverage of the most expensive plan under the City-sponsored Dental Program. Half-time employees who, prior to



July 24, 1989, were receiving the full employee-only subsidy shall continue to receive the full employee-only subsidy.

- D. Any employee who was receiving a full employee-only dental subsidy as of July 24, 1989, in accordance with this Article, who transfers to half-time status following that date shall continue to be eligible for the full subsidy. This provision shall apply providing that such employee does not have a break in service subsequent to July 24, 1989. Any half-time employee with a break in service after July 24, 1989 shall be subject to the partial subsidy provisions in this Article.
- E. Further, any half-time employee receiving either a full or partial subsidy in accordance with this Article who, subsequent to July 24, 1989, becomes an intermittent employee shall not be eligible for such subsidy, notwithstanding their status as a member of LACERS.
- F. During the term of this MOU, the JLMBC will review all rate changes and their impact on the Dental Plans.

### SECTION III - DEFINITION OF DEPENDENT

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

### SECTION IV - GENERAL PROVISIONS

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

### SECTION V - SUBSIDY DURING FAMILY OR MEDICAL LEAVE

For employees who are on Family or Medical Leave, under the provisions of Article 7.5 of this MOU, Management shall continue the City's medical and dental plan subsidies for employees who are enrolled in a City health and/or dental plan prior to the beginning of said leave. Employees shall be eligible for such continued subsidies while on a Family or Medical Leave in accordance with Article 7.5 herein. However, for any unpaid portion of Family or Medical Leave, health and/or dental plan subsidies shall be continued for a

maximum of nine (9) pay periods, except while an employee is on a Pregnancy Disability Leave absence (up to 4 months), Management shall continue the City's subsidy for her pregnancy health coverage (medical plan subsidy) in compliance with the provisions of SB 299 and AB 592 enacted in 2011.

## SECTION VI - BENEFIT PROTECTION PLAN

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

## SECTION VII – NON-KAISER FULL-NETWORK HMO OPTION

In addition to paying any difference between the maximum monthly health care subsidy and the non-Kaiser Narrow-Network HMO, each employee who chooses the non-Kaiser Full-Network HMO option shall be required to pay the difference between the monthly subsidy paid by the City for the non-Kaiser Narrow-Network HMO and the non-Kaiser Full-Network premium for the coverage level selected, as calculated by the Personnel Department.

## SECTION VIII – EMPLOYEES ELIGIBLE FOR AFFORDABLE CARE ACT COVERAGE

Effective January 1, 2015, (or a subsequent date if revised by federal regulations), pursuant to the federal Affordable Care Act (ACA), employees who do not receive a healthcare subsidy as described above, but meet the ACA eligibility requirements as determined by the Personnel Department, shall be referred to as "ACA Qualified Employees." For each ACA Qualified Employee, the City shall contribute a monthly health care subsidy equivalent to the Kaiser single-party (employee only) premium rate, toward the cost of the employee's City-sponsored medical plan, less the required employee contribution amount described above. Adjustments in the monthly health care subsidy for ACA Qualified Employees shall be effective at the beginning of the pay period in which the Kaiser Permanente yearly premium rate change is implemented. The amount of the adjusted subsidy shall be certified by the General Manager of the Personnel Department to the Controller.

## **ARTICLE 7.2            RETIREMENT BENEFITS**

### **A.     Benefits**

1.     Effective July 1, 2011, for all Tier I employees regardless of their date of hire, the Tier I retirement formula and a flat-rated employee retirement contribution of seven percent (7%) was implemented and shall be

continued. The employee retirement contribution rate shall return to six percent (6%) in accordance with the Early Retirement Incentive Program (ERIP) agreement dated October 26, 2009 and LAAC Section 4.1033, which provides that this seven percent (7%) employee retirement contribution will continue until June 30, 2026, or until the ERIP cost obligation is fully paid, whichever comes first.

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

B. Retiree Health Benefits

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

6. As further provided herein, the amount of employee contributions is subject to bargaining in future MOU negotiations.
7. The vesting schedule for the Maximum Medical Plan Premium Subsidy for employees enrolled in LACERS Tier 1 and LACERS Tier 3 shall be the same.
8. Employees whose Health Service Credit, as defined in LAAC Division 4, Chapter 11, are based on periods of part-time and less than full-time employment, shall receive full, rather than prorated, Health Service Credit for periods of service. The monthly retiree medical subsidy amount to which these employees are entitled shall be prorated based on the extent to which their service credit is prorated due to their less than full time status.

C. Procedure for Benefits Modifications

1. Proposals for major retirement benefit modifications will be negotiated in joint meetings with the certified employee organizations whose memberships will be directly affected. Agreements reached between Management and organizations whereby a majority of the members in LACERS are affected shall be recommended to the City Council by the CAO as affecting the membership of all employees in LACERS. Such modifications need not be included in the MOU in order to be considered appropriately negotiated.
2. Proposals for minor benefit modifications and technical changes will be considered and reported on as appropriate, but no more than once a year, in a report from the CAO to the City Council. Affected organizations shall be given the opportunity to review the proposed minor changes prior to the release of the report, and their views shall be included in the report.
3. If agreement is not reached between Management and the organizations representing a majority of the members in LACERS as to whether a particular proposal constitutes either a major or a minor modification, the proposal shall be treated as a major modification.

**ARTICLE 7.3 EMPLOYEE BENEFITS**

Management's present practices with regard to the following employee benefits will be continued during the term of this MOU. Such practices shall be in accordance with the LAAC Sections noted below:

Shift Differential	Sections 4.61, 4.72, 4.74 and 4.75 (See Article 7.11)
Military Leave	Section 4.123 (See Article 7.12)
Religious Observances	Section 4.121 (See Article 7.13)

**ARTICLE 7.4 SICK LEAVE ALLOWANCE**

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

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

For purposes of this Article, "designated person" means a person identified by the employee at the time the employee requests paid sick leave. Employees are limited to only one designated person per 12-month period.

**A. Sick Leave Accrual and Usage**

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

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

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

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

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

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

**B. Preventive Medical Treatment**

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

**ARTICLE 7.5 FAMILY AND MEDICAL LEAVE**

**A. AUTHORIZATION FOR LEAVE**

During the term of this MOU, 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 or designated person, 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 the employee has a serious health condition that makes them unable to perform the functions of their position.

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

**Exception:** Under the provisions of this Article, a pregnant employee may be eligible for up to four (4) months (nine [9] pay periods) for childbirth disability and up to an additional four (4) months (nine [9] pay periods) for purposes of bonding. (See Sections D-1 and D-6 of this Article.)

## B. DEFINITIONS

1. Spouse means a husband or wife as defined or recognized under State law for purposes of marriage in this state.
2. 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.
3. Parent means a biological, step, adoptive or foster parent, an individual who stands or stood in loco parentis to an employee, or a legal guardian. This term does not mean parents-in-law. Persons who are *in loco parentis* include those with day-to-day responsibilities to care for or financially support a child; or in the case of a parent of an employee, that person who had such responsibility for the employee when the employee was a child. A biological or legal relationship is not necessary.
4. 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 a physical disability.
5. Designated person means any individual related by blood or whose association with the employee is the equivalent of a family relationship. Employees are limited to only one designated person per 12-month period.

## C. ELIGIBILITY

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

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

2. Parents (including those who are domestic partners) who both work for the City may each individually take leave under the provisions of this Article at the same time to care for a new child by birth or adoption or foster care of a child.

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

Each employee must notify their 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 described above does not apply to leave taken by one spouse or domestic partner to care for the other who is seriously ill, or to care for a child with a serious health condition.

#### D. CONDITIONS

1. **Pregnancy** - The start of a leave for a pregnant employee shall be at the beginning of the employee's pregnancy-related disability that a health care provider certifies as necessary. Leave for the non-disability portion of childbirth may be taken before or after delivery.

In accordance with Pregnancy Disability Leave under the California FEHA, pregnant employees who are disabled due to pregnancy, childbirth, or related medical conditions are eligible for up to four (4) months (nine [9] pay periods) of leave with medical certification certifying the employee as unable to work due to a pregnancy-related condition. Pregnancy Disability Leave under the FEHA may be taken before or after the birth of the child, which shall run concurrently with pregnancy leave under the federal Family and Medical Leave Act of 1993, and must be concluded within one year of the child's birth.

Employees (each parent individually) 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. Whereas bonding leave for the pregnant employee may be taken before or after delivery, bonding leave for the non-pregnant employee shall be taken on or after the anticipated delivery or placement date of the child except as may be necessary under Subsection D-2, "Adoption." (The administration of such leave shall be in accordance with Sections C-2 and D-6 of this Article.)

2. **Adoption** - The start of a family leave for adoption or foster care 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.
3. **Family Illness** - The start of a family leave for a serious health condition of a family member or designated person shall begin on the date requested by the employee or designated by Management.
4. **Employee's Own Illness** - The start of a leave for the employee's own serious health condition shall begin on the date requested by the employee or designated by Management.
5. **A serious health condition** is defined as an illness, injury, impairment, or physical or mental condition that involves any period of:
  - a. Incapacity or treatment connected with inpatient care in a hospital, hospice, or residential medical care facility; or
  - b. Incapacity requiring an absence of greater than three days involving continuing treatment by or under the supervision of a health care provider; or
  - c. Incapacity (or treatment resulting therefrom) due to a chronic serious health condition; or
  - d. Incapacity that is permanent or long-term due to a condition for which treatment may not be effective; or
  - e. 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
  - f. Incapacity due to pregnancy or for prenatal care.
6. **Continuous, Intermittent, and Reduced Work Schedule Leave** - All leave granted under this Article shall normally be for a continuous period of time for each incident.

An employee shall be permitted to take intermittent leave or work on a reduced schedule to take care of a family member with a serious health condition or for their own serious health condition when it is medically necessary. Management may require the employee to transfer temporarily to an available alternative position with equivalent compensation for which the employee is qualified that accommodates recurring periods of leave, better than the employee's regular position. Employees who elect a part-time schedule shall receive prorated compensated time off benefits in accordance with LAAC Section 4.110 LAAC during the duration of their part-time schedule.

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

7. 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.
8. A personal leave beyond the four (4) month (nine [9] pay periods) 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.
9. An employee receiving temporary workers' compensation benefits (either IOD or the rate provided in Division IV of the California Labor Code) who meets the eligibility requirements in C-1 of this Article shall automatically be considered to be on family and medical leave, effective the first day of the employee's absence.
10. Management has the right to request and verify the medical 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.
11. Upon return from family or medical leave, an employee shall be returned to their original job or to an equivalent job.

## E. NOTICE REQUIREMENTS

### 1. Employee

When an employee requests family or medical leave, the employee 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.

### 2. 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 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.

## F. APPLICABLE TIME OFF

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

### 1. **Childbirth (Mother)**

- a. Accrued sick leave (100% or 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.
- b. 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 c, d, e, and f below.
- c. Accrued 100% sick leave. The use of sick leave under this subsection is at the employee's discretion.
- d. 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.
- e. Unpaid leave.

- f. Accrued compensatory time off may be used at the employee's discretion, with Management approval, after exhaustion of 100% sick leave (c above). In accordance with the final Department of Labor Regulations, which became effective January 16, 2009, and govern the federal Family and Medical Leave Act, any use of accrued compensatory time off under this Section shall be counted against the employee's annual family and medical leave entitlement.

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

- a. Annual family illness sick leave up to fifteen (15) days may be used at the employee's discretion. Such leave may be taken before or after the vacation described in b below.
- b. Accrued vacation available at the start of the leave shall be taken. Such time must be used prior to the use of time under c, d, e, and f below.
- c. Accrued 100% sick leave. The use of sick leave under this subsection is at the employee's discretion.
- d. 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.
- e. Unpaid leave.
- f. Accrued compensatory time off may be used at the employee's discretion, with Management approval, after exhaustion of 100% sick leave (c above). In accordance with the final Department of Labor Regulations, which became effective January 16, 2009, and govern the federal Family and Medical Leave Act, any use of accrued compensatory time off under this Section shall be counted against the employee's annual family and medical leave entitlement.

**3. Personal Medical Leave**

- a. Accrued 100% sick leave may be used at the employee's discretion. Such leave may be taken before or after the vacation described in c below.
- b. 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 c below.

- c. Accrued vacation time.
- d. Unpaid leave.
- e. Accrued compensatory time off may be used at the employee's discretion, with Management approval, after exhaustion of 100% sick leave (c above). In accordance with the final Department of Labor Regulations, which became effective January 16, 2009, and govern the federal Family and Medical Leave Act, any use of accrued compensatory time off under this Section shall be counted against the employee's annual family and medical leave entitlement.

**G. SICK LEAVE RATE OF PAY**

Payment for sick leave usage under F-a, b and c shall be at the regular accrued rate of 100% or 75%, as appropriate.

**H. 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 7.6 PERSONAL LEAVE**

On January 1<sup>st</sup> of each year, each unit member shall, in addition to all other compensatory time, receive forty (40) hours per calendar year as personal leave. Personal leave is defined as any event requiring a member's immediate attention. Personal leave shall not be used as a proxy for vacation leave or sick leave. Personal leave shall only be taken in the calendar year in which it is credited and, if not taken, such time shall be deemed waived and lost. Personal leave may be taken in one-hour increments. No employee shall be entitled to personal leave until after completion of six months of satisfactory service.

Under no circumstances shall such time be compensated in cash upon separating from City service, retirement, transfer to another bargaining unit or any other reason.

## **ARTICLE 7.7            HOLIDAYS AND HOLIDAY PAY**

Notwithstanding any provisions of the LAAC that may conflict, the following days shall be treated as holidays:

1.     New Year's Day
  2.     Martin Luther King Jr.'s Birthday (the third Monday in January)
  3.     Washington's Birthday (the third Monday in February)
  4.     Cesar Chavez' Birthday (the last Monday in March)
  5.     Memorial Day (the last Monday in May)
  6.     Juneteenth (June 19)
  7.     Independence Day (July 4)
  8.     Labor Day (the first Monday in September)
  9.     Indigenous Peoples Day (the second Monday in October)
  10.    Veteran's Day
  11.    Thanksgiving Day (the fourth Thursday in November)
  12.    The Friday after Thanksgiving Day
  13.    Christmas Day
  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.
  15.    Two unspecified holidays.
- A.     When any holiday from 1 through 13 above falls on a Sunday, it shall be observed on the following Monday.
- B.     When any holiday from 1 through 13 above falls on a Saturday, it shall be observed on the preceding Friday.
- C.     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.
- D.     Whenever a holiday from 1 through 13 above occurs during an employee's regularly scheduled work week, eight (8) hours of paid leave shall be credited for the purpose of computing overtime pay for work performed after forty (40) hours.
- E.     Whenever a holiday listed under No. 14 above occurs during an employee's regularly scheduled work week, the appropriate number of hours of paid leave shall be credited for the purpose of computing overtime pay for work performed after forty (40) hours.
- F.     Employees working in excess of: eight (8) hours on any holiday listed from 1 through 13 above or hours worked in excess of any day or portion thereof declared to be a holiday by proclamation of the Mayor, shall be paid at the appropriate holiday pay rate for their class but such time shall not be included when calculating the employee's work week for overtime pay purposes.

- 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. 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 their regular compensation for the day, if said employee is in a class, with a prescribed salary range at or below the 5th step of Building Maintenance District Supervisor in Council-controlled departments, provided; however, that the employee has (1) worked their assigned shift immediately before and their 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.

Any employee who is employed in a class with a prescribed salary range above the 5<sup>th</sup> step of Building Maintenance District Supervisor, who works on any holiday above, shall receive compensation at the rate of one hour for each hour worked on the holiday.

- I. 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 (A through G above). If such holiday falls on the employee's scheduled day off, an alternative day off in-lieu shall be scheduled within the same calendar week as the holiday.
- J. 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.
- K. 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.
- L. Each unspecified holiday shall be taken in accordance with the following requirements:
  - 1. The holiday(s) 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(s) shall forfeit any right thereto.
3. The holiday(s) shall not be utilized to extend the date of any layoff.
4. No employee shall be entitled to any unspecified holiday until they have completed six months of service.
5. Employees who work in intermittent, on call, vacation relief, or seasonal positions shall not be entitled to any unspecified holiday(s).
6. No employee shall receive more than two unspecified holidays each calendar year. Thus, (a) an employee transferring from the Department of Water and Power (DWP) to any other City department, office or bureau will not receive (an) unspecified holiday(s) after taking such holiday(s) 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(s) when rehired.

**ARTICLE 7.8 VACATION**

- A. Each employee in this unit who has completed their qualifying year on or after that date shall be entitled to the following number of vacation days with full pay, based on the number of years of City service completed, accrued and credited at the rates indicated, subject to deductions for absences as provided in LAAC Section 4.244(g):

<b>Years of Service Completed</b>	<b>Number of Annual Vacation Days</b>	<b>Monthly Accrual Rate In Hours/Minutes</b>	<b>Total Annual Vacation Hours</b>	<b>Maximum Vacation Accrual In Hours As of 9/1/19</b>
1 - 4	11	7.20	88	264
5 - 12	17	11.20	136	408
13	18	11.20	144	432
14	19	11.20	152	456
15	20	11.20	160	480
16	21	11.20	168	504
17	22	14.40	176	528



<b>Years of Service Completed</b>	<b>Number of Annual Vacation Days</b>	<b>Monthly Accrual Rate In Hours/Minutes</b>	<b>Total Annual Vacation Hours</b>	<b>Maximum Vacation Accrual In Hours As of 9/1/19</b>
18	23	14.40	184	552
19 - 24	24	16.00	192	576
25	25	16.40	200	600

**B. Accumulation of Vacation Time**

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

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

**C. Active Military Service: Vacation Accrual during Leave and Cash-Out of Accrued Vacation at Commencement of Leave**

Unit members called into active military service (other than temporary military service) shall, following their qualifying year of service for vacation, continue to accrue vacation during their military service, subject to the same maximum accrual requirements as active City employees. To avoid reaching maximum accrual during an extended leave, employees may request cash payment of accrued, but unused vacation time as of the date of the commencement of their military leave. Such request may be for all accrued time or a portion of their accrued time. The request for any cash payment must be made prior to the employee's first day of their leave of absence. Military orders or other evidence of call-up into the armed forces of the United States must be submitted with the request.

**ARTICLE 7.9 BEREAVEMENT LEAVE**

- A. Management's present practices with regard to allowances for leave because of family deaths will be continued during the term of this MOU. Such practices of allowances for leave because of family deaths shall be in accordance with LAAC Section 4.127.1(a) – (d) which provides for a maximum of three (3) working days for each occurrence of a death in the employee's immediate family.
- B. For the purpose of this Article, the definition of an immediate family member, notwithstanding LAAC Section 4.127.1, shall include the father, father-in-law, mother, mother-in-law, brother, sister, spouse, child, grandparents, grandchildren,

step-parents, step-children, great-grandparents, great-grandchildren, foster parents, foster children, a domestic partner, any relative who resided in the employee's household, a household member (any person residing in the immediate household of the employee at the time of death), and the following relatives of an employee's domestic partner: child, grandchild, mother, father. For purposes of this article, simultaneous, multiple family deaths will be considered as one occurrence.

- C. Any employee claiming a domestic partner for purposes of this Article shall have an approved City Affidavit of Domestic Partnership form or a registered State of California Declaration of Domestic Partnership form on file in the Employee Benefits Office, Personnel Department, which identifies that individual as the employee's domestic partner.
- D. In addition to the bereavement leave granted under this Article, any employee who has accrued unused sick leave, vacation, personal leave, or compensatory time off, shall be allowed to use such leave, or unpaid leave, not to exceed two (2) working days per occurrence for the purpose of bereavement leave.
- E. Use of sick leave hours for bereavement leave shall not be counted as sick leave in any department Sick Leave Use Monitoring Program.
- F. Effective December 13, 2015, members of this Unit shall be entitled to use the bereavement leave granted under this Article (or the sick leave used for purposes of bereavement leave as described in this Article), up until 370 calendar days from the date of the death of the qualifying immediate family member. Bereavement leave days not used prior to 370 calendar days from the date of said death shall be deemed waived and lost.

#### **ARTICLE 7.10      TEMPORARY DISABILITY: WORKERS' COMPENSATION (IOD)**

Management agrees to adhere to the City's policies with regard to the Citywide Temporary Modified Duty (Return to Work) Program.

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

**ARTICLE 7.11      SHIFT DIFFERENTIAL**

Employees covered by this Memorandum of Understanding, excluding employees in the classes of Senior Special Officer-GSD, Code 3185, and Principal Special Officer-GSD, Code 3198, who are required to work more than 50% of their time on any one day between the hours of 5:00 p.m. and 8:00 a.m. shall receive compensation at the appropriate step of the second premium level above the salary range prescribed for the class.

**ARTICLE 7.12      MILITARY LEAVE**

- A. Every employee of the City who qualifies for and is granted a military leave, whether temporary or otherwise, pursuant to the provisions of the Military and Veterans Code of the State of California, shall, before they are paid their salary or compensation during such leave, or any part thereof, as provided in said Code, furnish to their appointing authority two certified copies of their orders, one (1) copy to be filed in the department in which they are employed and the other with the Controller, or in lieu thereof, the employee shall furnish to such appointing authority upon forms provided by the Controller certified evidence of their entry into active service in the armed forces of the United States and the date thereof. Any certification required by this section may be made by any commissioned officer of such armed forces. The Controller shall have power at any time to require such additional evidence as is satisfactory to the Controller of the entry of such employee into active service in such armed forces and of the actual performance by the employee of ordered military duty during all or any part of such leave.
  
- B. In determining whether an employee has been in the service of the City for a period of not less than one year immediately prior to the date on which the absence begins, continuous service as that term is defined in LAAC Section 4.42(t) shall be required, provided, however, that service in any department having control of his own funds shall be counted in making such determination.

**ARTICLE 7.13      RELIGIOUS OBSERVANCE**

Any City employee shall at his request be allowed time off for observance of religious holidays unless his absence substantially interferes with the performance of essential City services, such time off to be charged to accrued vacation or accumulated overtime, if available, or to time off without pay, providing, however, that the employing department may allow such time to be made up by rescheduling of the employee's hours of work.

**ARTICLE 7.14      FAMILY ILLNESS**

- A. Any employee who is absent from work by reason of the illness or injury of a member of their immediate family and who has accrued sick leave at full pay shall, upon approval of the appointing authority or the agent thereof designated to determine such matter, be allowed leave of absence with full pay not to exceed in

the aggregate fifteen working days (120 hours) in any one calendar year. Such practice of allowance for leave of illness in family shall be in accordance with LAAC Section 4.127. Upon the adoption of a child, an employee will be permitted to use fifteen (15) days (120 hours) of family illness sick leave.

The aggregate number of days of absence for which pay may be allowed under this section shall be included in the number of days for which sick leave with full pay is allowed.

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

- B. The definition of "immediate family" shall include: the father, father-in-law, mother, mother-in-law, brother, sister, spouse, child, foster child, grandparents, grandchildren, step-parents, step-children of any employee of the City, great-grandparents, great-grandchildren, the domestic partner of the employee, a household member (any person residing in the immediate household of the employee at the time of the illness of injury), a designated person (as defined and limited in Article 7.5, Section B), and the following relatives of an employee's domestic partner: child, grandchild, mother, father.
- C. Any employee claiming a domestic partner for purposes of this Article shall have an approved City Affidavit of Domestic Partnership form or a registered State of California Declaration of Domestic Partnership form on file in the Employee Benefits Office, Personnel Department, which identifies that individual as the employee's domestic partner.

## **ARTICLE 7.15      WORKERS' COMPENSATION ALTERNATIVE DISPUTE RESOLUTION PROGRAM**

The following information is for informational purposes.

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

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

**ARTICLE 8.0          UNION RELEASE TIME**

**ARTICLE 8.1          UNION RELEASE TIME**

The appointing authority may grant to elected officers or appointed representatives of the Union time off for Union representation activities. Release time under this Article shall be allowed for no more than one (1) employee in a Department or Bureau of the Department of Public Works unless approved by the CAO and affected departments, and no more than four (4) employees for this MOU shall be allowed release time under this Article.

- A. The Union shall submit a written request for release of an employee to that employee's Department Management, which shall include a list of all employees currently on release time for these Units. Such request shall be submitted at least 21 calendar days prior to the effective release date, specifying the starting and ending dates of release. The Union shall provide a copy of said request to the CAO. The employee shall fill out any necessary paperwork required by Management for their release.
- B. Whenever operationally feasible, the Department shall grant the time off request. When it is not possible to immediately grant the request, the Department shall provide an explanation in writing and specify a date when the employee can be released.
- C. Release time shall be granted for a maximum of one year in any three-year period unless additional release time is approved by the CAO and the affected department.
- D. Employees shall be paid the employee's current salary by the City while the employee is performing these duties for the Union.
- E. Employees shall retain all of their existing benefits, including, but not limited to medical, dental, deferred compensation plan, retirement benefits and seniority accrual in their civil service class.
- F. The Union shall reimburse the City for all salary and benefits costs incurred as a result of release time, including but not limited to, vacation, sick leave, compensated time off, retirement, short-term disability, life insurance, medical, dental and workers' compensation. The benefits cost shall be based on the benefits rates established by the CAO as contained in the City Budget in effect during the period of release time, and the cost of other benefits approved by the JLMBC that become effective during this period.
- G. Payment of any overtime worked while on release time shall be the responsibility of the Union.

- H. The employing department shall bill the Union and the Union shall make payments to said department of all reimbursable costs identified in Sections F and G above. The employing department shall provide a copy of both its invoice and the Union's payment to the CAO.
- I. An employee on release time shall submit weekly timesheets signed by the employee and the Union (General Manager or their designee) to their respective Personnel Director specifying the number of hours worked and use of any sick leave, vacation time or compensated time off.
- J. Should an employee incur a work-related injury while on release time, the employee 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 four (4) employee maximum, as provided for above. The Union will reimburse the City for all IOD and Workers' Compensation related costs.
- K. When the employee returns from release time, the employee shall return to their civil service classification and pay grade at the time of release.
- L. The employee must have passed probation in their current class to be eligible for release time.
- M. The Union shall indemnify, defend and hold the City and its officers and employees harmless against any and all claims, suits, demands or other forms of liability that might arise out of or result from any action taken by an employee in the service of the Union.
- N. The CAO shall maintain a list of employees who have been approved for release time and the approved duration.

Except for the Articles, Appendices, Letter of Agreement added or amended herein, all other Articles, provisions, Appendices, Letters of Intent, and Letters of Agreement of the 2023 MOU No. 02 shall remain in full force and effect during the term of January 1, 2023 through December 30, 2023, of this MOU.

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

**FOR THE UNION:**



Chad Boggio, Council Representative  
Los Angeles/Orange Counties  
Building and Construction Trades Council

7/24/2023  
Date

**FOR THE CITY:**



Matthew W. Szabo  
City Administrative Officer

August 7, 2023  
Date

**Approved as to Form and Legality:**



Office of the City Attorney

06/30/23  
Date

**MOU 02**  
**Appendix A**  
**Operative on January 1, 2023**

<b>CLASS CODE</b>	<b>TITLE</b>	<b>SALARY</b>
3774-0	Air Conditioning Mechanic	\$ 4,100.80 /BW
3684-0	Assistant Communications Electrician	\$ 3,189.60 /BW
3818-0	Assistant Signal Systems Electrician	\$ 3,286.40 /BW
3809-0	Assistant Street Lighting Electrician	\$ 3,286.40 /BW
6147-0	Audio Visual Technician	\$ 3,808.80 /BW
3565-0	Avionics Specialist	\$ 4,474.40 /BW
3343-0	Cabinet Maker	\$ 3,746.40 /BW
3344-0	Carpenter	\$ 3,746.40 /BW
3418-0	Carpet Layer	\$ 3,716.80 /BW
3353-0	Cement Finisher	\$ 3,440.00 /BW
3686-0	Communications Electrician	\$ 4,054.40 /BW
3685-0	CouncilPhone and Voicemail Technician	\$ 3,508.00 /BW
3514-0	Drawbridge Operator	\$ 3,066.40 /BW
3812-0	Electrical Conduit Mechanic	\$ 2,765.60 /BW
3799-0	Electrical Craft Helper	\$ 2,765.60 /BW
0851-0	Electrical Craft Helper - Exempt	\$ 31.79 /HR
3849-0	Electrical Craft Helper Assistant	\$ 2,765.60 /BW
3848-0	Electrical Craft Helper Trainee	\$ 2,765.60 /BW
3841-0	Electrical Mechanic	\$ 4,014.40 /BW
3853-0	Electrical Repairer	\$ 4,014.40 /BW
3863-0	Electrician	\$ 4,054.40 /BW
0917-0	Electrician - Exempt	\$ 45.33 /HR
3866-0	Elevator Mechanic	\$ 5,227.20 /BW
3860-0	Elevator Mechanic Helper	\$ 3,667.20 /BW
3357-0	Glazier	\$ 3,416.00 /BW
3393-0	Locksmith	\$ 3,650.40 /BW
3451-0	Masonry Worker	\$ 3,901.60 /BW
3423-0	Painter	\$ 3,591.20 /BW
3423-2	Painter II	\$ 3,760.00 /BW
3553-1	Pile Driver Worker I	\$ 3,876.00 /BW
3553-2	Pile Driver Worker II	\$ 4,260.80 /BW
3433-0	Pipefitter	\$ 4,100.80 /BW
3453-0	Plasterer	\$ 3,854.40 /BW
3443-0	Plumber	\$ 4,100.80 /BW
3687-1	Police Surveillance Specialist I	\$ 4,413.60 /BW
3758-0	Port Electrical Mechanic	\$ 4,672.00 /BW



**MOU 02**  
**Appendix A**  
**Operative on January 1, 2023**

<b>CLASS CODE</b>	<b>TITLE</b>	<b>SALARY</b>
3756-A	Port Electrical Mechanic Apprentice	\$ 1,965.60 /BW
3756-B	Port Electrical Mechanic Apprentice	\$ 2,455.20 /BW
3756-C	Port Electrical Mechanic Apprentice	\$ 2,944.80 /BW
3756-D	Port Electrical Mechanic Apprentice	\$ 3,436.00 /BW
3756-E	Port Electrical Mechanic Apprentice	\$ 3,927.20 /BW
3476-0	Roofer	\$ 3,346.40 /BW
3566-0	Senior Avionics Specialist	\$ 4,913.60 /BW
3345-0	Senior Carpenter	\$ 4,202.40 /BW
3638-0	Senior Communications Electrician	\$ 4,449.60 /BW
3864-0	Senior Electrician	\$ 4,448.80 /BW
3424-0	Senior Painter	\$ 3,950.40 /BW
3424-2	Senior Painter II	\$ 4,119.20 /BW
3444-0	Senior Plumber	\$ 4,505.60 /BW
3847-0	Senior Port Electrical Mechanic	\$ 5,243.20 /BW
3477-0	Senior Roofer	\$ 3,679.20 /BW
3776-0	Senior Sheet Metal Worker	\$ 4,008.80 /BW
3775-0	Sheet Metal Worker	\$ 3,948.80 /BW
3348-0	Ship Carpenter	\$ 3,746.40 /BW
3428-0	Sign Painter	\$ 3,591.20 /BW
3819-0	Signal System Electrician	\$ 4,054.40 /BW
3811-0	Street Lighting Electrician	\$ 4,053.60 /BW
3493-0	Tile Setter	\$ 3,788.80 /BW
5615-1	Wastewater Treatment Electrician I	\$ 4,270.40 /BW
5615-2	Wastewater Treatment Electrician II	\$ 4,696.00 /BW

## APPENDIX B – SALARY NOTES

The following notes (A) should apply to employees in the Department of Airports only:

- A-1. One (1) person in the class of Senior Carpenter, Code 3345, shall receive pensionable salary of 4 ½% higher than the incumbent of the highest compensated class regularly and directly supervised.
- A-2. Employees in the class of Locksmith, Code 3393, who have completed twelve months of service in the Department of Airports, and who are required to work on the Computerized Access Control and Alarm Monitoring Card Entry System, shall receive pensionable salary at the second premium level rate (5.5%) above the appropriate step of the salary range prescribed for the class. Effective July 2, 2023, this Salary Note shall include Carpenters, Code 3344, who have completed twelve months of service in the Department of Airports.

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

- B-1. Whenever a Pile Driver Worker I, Code 3553-1, is regularly assigned duties of a position in the same class for which a higher rate of compensation is prescribed, such employee shall receive compensation at the higher rate for each full work shift so assigned. (Pensionable when regularly assigned.)
- B-2. Whenever any employee, except an employee in the class of Pile Driver Worker I or II, Code 3553-1 or -2, is required to perform the duties listed below during more than 50% of a work shift, such employee shall receive compensation for the work shift at the second premium level above the appropriate step rate of the salary range for the class. (Pensionable when regularly assigned.)
  - 1. Working on a swing stage, bosun's chair or hydraulic lift platform; or
  - 2. Working above the road level on the superstructure of the Badger Avenue Bridge, a high water tank, cargo mast or on an incinerator stack; or
  - 3. Applying coal-tar pitch; or
  - 4. Operating a compressed air spraying apparatus to spray emulsified asphalt or weed control chemical from a moving vehicle; or
  - 5. Working on a container crane, excluding ascending and descending via a normal access route to and from the machinery house, and also excluding all work performed in the machinery house of the container crane; or
  - 6. Climbing, descending, and working on floodlight poles over 60 feet in height.

- B-3. Whenever an employee is required to work rescheduled work shift made necessary due to changing tides, the employee shall receive salary at the appropriate overtime rate for each full hour worked prior to their regular starting time; and or their regular quitting time; provided, however, that such overtime rate shall not include shift differential premium pay for night work unless the employee is regularly assigned, as defined in Section 4.75 of the LAAC, to receive this premium. (Non-Pensionable)
- B-4. Any employee in the class of Locksmith, Code 3393, who has completed twelve months of service in the Harbor Department, who is required to work more than 50% of the time during a work shift on the Computerized Access Control and Monitoring Card Entry System, shall receive eight dollars (\$8.00) for each shift when so assigned. (Pensionable when regularly assigned.)
- B-5. Whenever an employee in the class of Port Electrical Mechanic, Code 3758, or Senior Port Electrical Mechanic, Code 3847, has a structural steel welder's certificate, said employee shall receive the equivalent of three premium levels (8.25%) above the regular salary rate for their class. (Pensionable while certificate is valid.) Effective July 2, 2023, this Salary note shall include Pile Driver Worker I and II, Code 3553-1 and 3553-2.
- B-6. Whenever a Pile Driver Worker I or II, Code 3553-1 or -2, has a certificate qualifying that employee as a Professional Diver, said employee shall receive the equivalent of two premium levels (5.5%) above the regular salary rate for their class for each day that such employee actually performs diving work. (Pensionable when regularly assigned.)
- B-7. Whenever any Electrician, Code 3863, or Senior Electrician, Code 3864, employed in the Harbor Department is assigned to work on a Crane Maintenance Crew, such employee shall receive in addition to regular and premium compensation for that class twenty three dollars (\$23.00) additional compensation for each day of such assignment. (Pensionable when regularly assigned - \$230 bi-weekly, adds to rate.)
- B-8. Whenever any one person employed in the class of Ship Carpenter, Code 3348, is assigned by Management to act as a lead worker over other employees in the same classification, such employee shall receive compensation at the second premium level rate above the appropriate step of the salary range prescribed for the class for each day so assigned. (Pensionable when regularly assigned.)
- B-9. Port Electrical Mechanics (Code 3758) or Senior Port Electrical Mechanics, Code 3847, who have completed the required on-the-job training and classroom work, as designated by Port Management, and have at least one year of experience as a Port Electrical Mechanic, shall receive the equivalent of two pensionable premium levels (5.5%) above the regular salary rate.

- C-1. Effective July 10, 2016, any Communications Electrician, Code 3686, or Senior Communications Electrician, Code 3638, when regularly assigned to the Public Safety Dispatch Section of LAPD or the LAFD Communications and Dispatch Support Section, shall receive one additional premium level in addition to all other compensation per pay period. Effective July 7, 2019, this bonus amount shall increase and change to \$155.00 biweekly. (Pensionable – adds to rate)
- C-2. Communications Electricians, Code 3686, or Senior Communications Electrician, Code 3638, employed in the Information Technology Agency, when assigned to the Mt. Lee facility, shall receive \$10.00 extra per pay period in addition to all regular and premium compensation. (Pensionable)
- C-3. An employee in the class of Senior Communications Electrician, Code 3638, when regularly assigned responsibility for the work of subordinate employees in the Metropolitan Communications Center or the Systems Monitor Operator Console at the LAPD Metro and Valley Dispatch Centers or the LAFD Communications and Dispatch Support Section, will be compensated in the amount of forty five dollars and seventeen cents (\$45.17) per pay period. (Pensionable) Effective July 2, 2023, this bonus shall increase to eighty dollars (\$80.00) per pay period.
- C-4. Any Communications Electrician, Code 3686, employed in the Information Technology Agency, who is regularly assigned full time to the Council Audio Group, shall receive, in addition to all regular and premium compensation, an additional 10% over the appropriate salary for the class. (Pensionable)
- C-5. Any Avionics Specialist, Code 3565, or Senior Avionics Specialist, Code 3566, who is regularly assigned fulltime to the Avionics Section, and is in possession of both an FCC Radiotelephone License and a FAA Radio Repairman Certificate valid at the City's Avionics facilities, and is designated by the Director of Communications (the Accountable Manager of the Repair Station) as a Quality Assurance Manager, shall receive, in addition to all regular and premium compensation, an additional 13.5% over the appropriate salary for the class. (Pensionable)
- D. Any Plumber, Code 3443, who is regularly assigned to test backflow devices, shall be reimbursed the cost of their County-issued backflow tester's license. (Non-pensionable). Effective July 2, 2023, this Salary note shall include Senior Plumber, Code 3444.
- E. Upon determination by Department of Transportation Management that any Signal Systems Electrician, Code 3819, possesses additional skills above class requirements in the areas of electronic theory, computer basics and diagnostics necessary to the preparation and repair of microprocessor units, including but not limited to the Type 170 traffic controller, and when such employee is assigned to the Controller Preparation Laboratory or the Controller Repair Laboratory, said employee will be compensated in the amount of \$41.05 extra in addition to all other

regular and premium compensation per pay period. (Pensionable when regularly assigned.)

- F. Whenever a Masonry Worker, Code 3451, is required to operate a pavement breaker, jackhammer, or earth tamper, such employee shall, in addition to their regular and premium compensation, receive seventy-five cents (\$.75) per hour for each full hour or portion thereof of such operation. (Non-Pensionable)
- G. Whenever an employee in the class of Street Lighting Electrician, Code 3811, Assistant Street Lighting Electrician, Code 3809, or Electrical Craft Helper, Code 3799, is assigned to any tunnel work for more than 50% of a work shift, such employee shall receive additional compensation at the second premium level above the rate of pay for the class for each day so assigned. (Pensionable when regularly assigned.)
- H. One employee in the class of Electrical Craft Helper, Code 3799, when regularly assigned, as defined in Section 4.75 of the LAAC, to traffic signal head construction shall receive in addition to their regular and premium compensation, five percent (5%) above the rate of pay for the class for each day so assigned. (Pensionable when regularly assigned.)
- I. Whenever a Masonry Worker, Code 3451, is assigned to replace or realign manhole covers, such employee shall, in addition to their regular and premium compensation, receive salary at the second premium level rate above the appropriate step rate of the salary range prescribed for this class for each day so assigned. (Pensionable when regularly assigned.)
- J. Whenever a Plumber, Code 3443, or Senior Plumber, Code 3444, is regularly assigned to work full time at any wastewater treatment plant of the Bureau of Sanitation, such employee shall, in addition to their regular and premium compensation, receive pensionable salary at the second premium level rate above the appropriate step rate of the salary range prescribed for their class.
- K. Whenever a Communications Electrician, Code 3686, employed in the Police Department, is assigned to shake-out detail (including Communications Electricians that serve the Police Department on all continuous duty command posts), such employee shall receive \$15.00 for each day of such assignment in addition to their regular and premium compensation. (Non-Pensionable)
- L. Whenever any Unit member pays a fee for any permit, license or certification required by an appointing authority after an incumbent member first obtained their position, said fee shall be reimbursed by the City. This provision is exclusive of any permit, license or certification mandated by any agency outside the appointing authority. Any dispute over this provision is not grievable and shall be resolved by the CAO and the Building Trades Council.

M. Whenever an employee, other than a Pile Driver Worker I or II, Code 3553-1 or 2, is assigned to work with pressure treated creosote lumber for more than 50% of a work shift, the employee shall receive \$6.00 extra per work shift. (Pensionable when regularly assigned.) Effective July 2, 2023, the additional compensation amount shall change to \$2.50 for every hour that the work is performed, rounded up to the next hour. (Non-pensionable). If regularly assigned, this compensation shall be \$200.00 biweekly (pensionable).

N. Whenever a qualified licensed employee is assigned to operate construction equipment for more than 50% of a work shift and such operation is not part of their normal job duties, the employee shall receive fifty cents (\$.50) per hour over and above the normal salary rate. (Pensionable when regularly assigned.)

The term "qualified" means an employee who possesses the necessary license(s) issued by the Department of Building and Safety that permits the operation of such construction equipment as the employee has been assigned to operate.

Any Management decision pertaining to this interpretation, application and/or administration of this bonus shall be final and conclusive and shall not be subject to the grievance procedure.

O. A Painter I, Code 3423-1, or Painter II, Code 3423-2, who performs duties more than fifty percent (50%) of their time in any one working day working on a scaffold or other aerial equipment more than twenty five feet (25 ft.) in height, shall receive additional non-pensionable salary at the second premium level rate (5.5%) above the appropriate step rate of the salary range prescribed for this class for each day so assigned.

P. Effective December 13, 2015, employees who are required to hold a climbing certificate for Microwave Towers shall qualify to receive a pensionable three-premium level bonus (8.25%) upon presentation of said certificate to the appointing authority.

Q. Classifications represented in this bargaining unit and required and assigned to perform duties more than 50% of their time in any one day consisting of working on a ladder, scaffolding, a hydraulic lift platform, or working from a scaffold or other device, or floating platform barge or boat that is suspended by ropes or cables; or operating compressed air spray apparatus to spray emulsified asphalt or weed control chemicals from a moving vehicle or to spray paint, or use a steam cleaning apparatus employing a heavy-duty caustic soda as detergent; or performing duties in a deep sewer over eight feet in depth consisting of timbering, shoring, tunneling, pipe laying or concreting, shall receive for each day so assigned, non-pensionable salary at the second premium level (5.5%) above the appropriate step of the salary range or the prescribed flat rate for the classification. (This salary note is NOT in addition to B-2, 1-6 above.)

- R. Any Painter, Code 3423, who is required to perform drywall taping for more than fifty percent (50%) of the time during a work shift, shall receive eight dollars (\$8.00) for each shift when so assigned. (Non-Pensionable)
- S. Any Public Works Bureau of Sanitation employee in the class of Wastewater Treatment Electrician, Code 5615, that has completed a high voltage training program and is deemed competent in operation of high voltage equipment, starting high voltage generators and taking transformer oil samples shall, in addition to all other regular and premium pay, receive a two-premium level (5.5%) pensionable bonus; and any employee in the class of Wastewater Treatment Electrician, Code 5615, that has become a Qualified Electrical Worker (QEW) shall receive an additional two premium level (5.5) pensionable bonus.
- T. Any Public Works Bureau of Street Lighting employee in the class of Street Lighting Electrician, Code 3811, or Assistant Street Lighting Electrician, Code 3809, who is deemed competent in the operation of high voltage equipment shall, in addition to all other regular and premium pay, receive a two-premium level (5.5%) pensionable bonus; and any Street Lighting Electrician, Code 3811, or Assistant Street Lighting Electrician, Code 3809, working at the Bureau of Street Lighting that becomes a Qualified Electrical Worker (QEW) or a Qualified Electrical Observer shall receive an additional two-premium level (5.5%) pensionable bonus.
- U. Any Electrician, Code 3863, or Senior Electrician, Code 3864, working at Los Angeles World Airport (LAWA) who has completed a 4160 volt high voltage training program and is deemed competent in the operation of high voltage equipment shall receive a two-premium level (5.5%) pensionable bonus. Any Electrician, Code 3863, or Senior Electrician, Code 3864, working at Los Angeles World Airport (LAWA) that becomes a Qualified Electrical Worker (QEW) as determined by the Department and retains such qualified designation shall receive an additional two-premium level (5.5%) pensionable bonus.
- V. Employees in this Unit who are required to hold a Los Angeles City Fire Chief's Regulation 4 (Reg.4) license shall receive a two-premium level pensionable bonus (5.5%) provided the license is maintained and current. For any period during which the license is not valid, no retroactive payment shall be made once a current license is presented to the employing department.
- W. Effective July 7, 2019, employees in the classifications of Electrical Craft Helper, Code 3799; Assistant Street Lighting Electrician, Code 3809; Street Lighting Electrician, Code 3811; and Cement Finisher, Code 3353, who are employed in the Public Works, Bureau of Street Lighting or DOT Traffic Division and assigned to work in conditions that are deemed obnoxious by Management for more than fifty percent (50%) of any work day, shall receive compensation on a daily basis in the amount of \$15.00 per day, non-pensionable and \$150.00 biweekly pensionable when regularly assigned.

- X. Effective July 7, 2019, whenever any employees in the classification of Cement Finisher, Code 3353, employed in the Public Works, Bureau of Street Lighting has completed forklift training, possesses a forklift certification, and is assigned to operate a forklift as part of their duties, they shall receive a daily bonus of \$15.00. (Non-pensionable.)
- Y. Effective July 7, 2019, any Electrician (Code 3863) or Senior Electrician, Code 3864, working at the Harbor Department who has completed a 4160 volt high voltage training program and is deemed competent in the operation of high voltage equipment shall receive a two-premium level (5.5%) pensionable bonus. Any Electrician, Code 3863, or Senior Electrician, Code 3864, working at the Harbor Department who becomes a Qualified Electrical Worker (QEW) as determined by the Department and retains such qualified designation shall receive an additional two-premium level (5.5%) pensionable bonus.
- Z. Effective July 7, 2019, any Plumber, Code 3443, and/or Senior Plumber, Code 3444, employed in the Department of General Services (GSD) who possesses and maintains one of the following certifications shall receive, in addition to all other regular and all other additional premium pay, a \$50.00 biweekly non-pensionable bonus:
1. Hazardous Waste Operations and Emergency Response (HAZWOPER) Certification;
  2. International Code Council (ICC) Certification California Underground Storage Tank (UT) Service Technician;
  3. International Code Council (ICC) Certification, California Vapor Recovery (VR); or
  4. Component Manufacture Training.

This bonus shall commence at the beginning of the payroll period next succeeding the date the employee presents the certification to the appointing authority. Qualified employees may obtain more than one bonus under this salary note. This provision shall not apply when the above certificate is required for the respective job classifications listed in this salary note.



## APPENDIX C

The following Department of Transportation employee assigned to the loop crews are eligible to receive the 5.5% bonus specified in Article 6.7 (1)(A):

<u>Name</u>	<u>Class Title</u>
Chris R. Mestas	Assistant Signal Systems Electrician

## **APPENDIX D**

### **APPRENTICESHIP PROGRAM COMMITTEE**

Within ninety (90) days of the ratification of this agreement, Management and Labor will convene a MOU 2 Apprenticeship Program Committee to discuss, develop, and implement an Apprenticeship Program that will be of mutual benefit. The Committee shall sunset after successful implementation of the Apprenticeship Program and by mutual agreement of both parties. Apprenticeship conditions of employment including, but not limited to wages, tables, percentages and language shall facilitate the implementation and employment of apprentices through the Joint Labor Management Apprenticeship programs of the Craft Unions representing employees under this MOU in the MOU 2 Apprenticeship Program Committee.

#### MOU 2 Apprenticeship Program Committee Structure

- Management and Labor (CAO's office and the Council) shall each appoint a reasonable number of representatives to the MOU 2 Apprenticeship Program Committee, absent operational impact.
- Management and Labor shall have an equal number of votes.
- Provide an agenda in advance of the meeting.
- Items that can be progressed without the full committee may be delegated to a Subcommittee.
- Management and Labor will respond in a timely manner, not exceeding sixty (60) calendar days.
- If the meeting must be postponed by either party, every effort will be made to re-schedule the meeting to a date/time mutually agreed by the parties.
- The matters discussed by the parties here under shall be subject to advisory arbitration and shall not be binding upon any of the parties.

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

**UNION ACCESS TO NEW EMPLOYEE ORIENTATIONS**

**A. PARTIES**

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

**B. PURPOSE**

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

**C. TERM**

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

**D. AMENDMENTS, MODIFICATIONS, OR OTHER CHANGES**

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

**E. ENFORCEABILITY**

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

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

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

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

## **F. DEFINITIONS**

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

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

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

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

#### **G. UNION ACCESS TO NEW EMPLOYEE ORIENTATIONS**

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

#### **H. NOTICE OF NEW EMPLOYEE ORIENTATION**

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

#### **I. UNION PRESENTATION DURING NEW EMPLOYEE ORIENTATION**

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

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

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

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

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

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

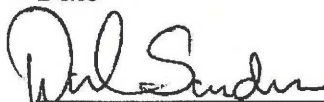
UNION ACCESS TO NEW EMPLOYEE ORIENTATIONS

FOR THE COALITION:

 FOR

Victor M. Gordo  
LIUNA Local 777


6/21/2019  
Date



David Sanders  
SEIU Local 721



Chris Hannan, Council Representative  
LA/OCBCTC



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



Steve Koffroth  
AFSCME District Council 36



Carlos Rubio  
Teamsters Local 911

FOR THE CITY:



Richard H. Llewellyn, Jr.  
City Administrative Officer

7/21/19  
Date

Approved as to Form and Legality:



Office of the City Attorney

7/26/19  
Date



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

**RELEASE TIME PILOT PROGRAM**

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

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

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

**Reporting and Accountability of Released Employee Time**

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

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

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

### **Bank of Hours**

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

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

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

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

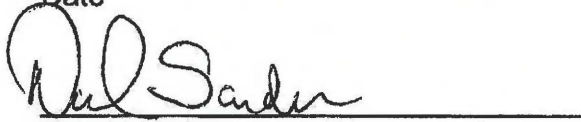
LETTER OF AGREEMENT  
BETWEEN  
THE COALITION OF LOS ANGELES CITY UNIONS  
AND THE CITY OF LOS ANGELES


RELEASE TIME PILOT PROGRAM


FOR THE COALITION:

  
Victor M. Gordo  
LIUNA Local 777

6/21/2019  
Date

  
David Sanders  
SEIU Local 721

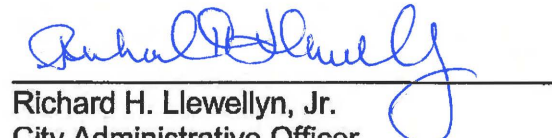
  
Chris Hannan, Council Representative  
LA/OCBCTC

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

  
Steve Koffroth  
AFSCME District Council 36

  
Carlos Rubio  
Teamsters Local 911

FOR THE CITY:

  
Richard H. Llewellyn, Jr.  
City Administrative Officer

7/26/19  
Date

Approved as to Form and Legality:

  
Office of the City Attorney

7/26/19  
Date

LETTER OF AGREEMENT

2018-2021 MEMORANDUM OF UNDERSTANDING NO. 2


**ADDITIONAL ITEMS**

The parties agree to continue discussions on the following items:

1. Consideration of incorporating into base wage salaries, regularly assigned pensionable bonuses for classifications in which the entire classification received the bonus.
2. Discussion of training and bonuses for classifications required to work in unsanitary environments
3. Promotion opportunities
4. Longevity Bonus
5. Discuss automatic enrollment 457 (Deferred Compensation)
6. Discussion of a possible backflow certificate bonus for the Plumber and Senior Plumber job classifications at the Harbor Department
7. Discuss the addition of Assistant Signal Systems Electrician and Signal Systems Electrician employed in the Department of Transportation Traffic Division an obnoxious conditions bonus
8. Discussion of the addition of Port Electrical Mechanic and Senior Port Electrical Mechanic for a high voltage bonus

The parties agreement to meet following the second pay period following City Council adoption of this MOU or some other date mutually agreed upon by the parties.


**FOR THE UNION:**

  
\_\_\_\_\_  
Chris Hannan  
Council Representative, LA/OCBCTC

\_\_\_\_\_  
Date

**FOR THE CITY:**

  
\_\_\_\_\_  
Richard H. Llewellyn, Jr.  
City Administrative Officer

  
\_\_\_\_\_  
Date

LETTER OF AGREEMENT

2018-2021 MEMORANDUM OF UNDERSTANDING NO. 2

SHIFT DIFFERENTIAL

During the term of this 2018-2021 MOU, the parties agree to discuss the Shift Differential article at the request of either the Union or Management.

FOR THE UNION:



Chris Hannan  
Council Representative, LA/OCBCTC

7-27-2019  
Date

FOR THE CITY:



Richard H. Llewellyn, Jr.  
City Administrative Officer

7/29/19  
Date


LETTER OF AGREEMENT  
MEMORANDUM OF UNDERSTANDING NO. 02  
JANUARY 1, 2023 – DECEMBER 30, 2023

**CASH BONUS**

The parties agree that on July 26, 2023, each bargaining unit member on active payroll status shall receive a one-time, non-pensionable cash bonus, as follows:

Full-Time	5% of annual regular rate of pay (including base wage and regularly assigned bonuses)
Half-Time	5% of compensation (based on an employee's base rate and regularly assigned bonuses) paid to an employee in the Fiscal Year 2022-23 (July 3, 2022 through July 1, 2023)
Intermittent	\$1,100.00

**FOR THE UNION:**



Chad Boggio, Council Representative  
Los Angeles/Orange Counties  
Building and Construction Trades Council

11/28/2022

Date

**FOR THE CITY:**



Matthew W. Szabo  
City Administrative Officer

12/2/2022

Date

**Approved as to Form and Legality:**



Office of the City Attorney

December 2, 2022

Date

LETTER OF AGREEMENT  
MEMORANDUM OF UNDERSTANDING NO. 02  
JANUARY 1, 2023 – DECEMBER 30, 2023

**REAFFIRMATION OF FORMER SIDE LETTERS**

The parties agree that the following Letters of Agreement (Side Letters) will be continued through the term of the January 1, 2023 - December 30, 2023 MOU:

1. Union Access to New Employee Orientations
2. Release Time Pilot Program
3. Additional Items
4. Shift Differential

This Letter of Agreement shall expire concurrently with the term of the MOU.

**FOR THE UNION:**



Chad Boggio, Council Representative  
Los Angeles/Orange Counties  
Building and Construction Trades Council

11/28/2022  
Date

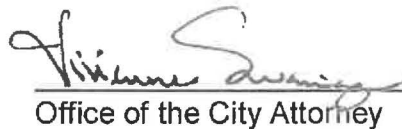
**FOR THE CITY:**



Matthew W. Szabo  
City Administrative Officer

12/2/2022  
Date

**Approved as to Form and Legality:**

  
Office of the City Attorney

December 2, 2022  
Date