

**MEMORANDUM OF UNDERSTANDING NO. 12  
FOR JOINT SUBMISSION TO THE CITY COUNCIL  
REGARDING THE SUPERVISORY BLUE COLLAR UNIT**

**THIS MEMORANDUM OF UNDERSTANDING (hereinafter "MOU") made and entered  
into this 10th day of December, 2007**

**BY AND BETWEEN**

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

**AND**

**THE LABORER'S INTERNATIONAL UNION OF NORTH AMERICA, LOCAL 777, AFL-  
CIO (hereinafter "LIUNA" or "Union")**

**July 1, 2007 – June 30, 2012**

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## **SECTION 1.0        GENERAL PROVISIONS**

### **ARTICLE 1.1        RECOGNITION**

The Los Angeles City Supervisors and Superintendents Association (LACSSA) was certified on May 27, 1977, by the Employee Relations Board as the majority representative of City employees in the Supervisory Blue Collar Unit (hereinafter referred to as "Unit"). Operative December 16, 1996, this certification was amended to reflect the affiliation of LACSSA with Local 777, Laborer's International Union of North America. Management hereby recognizes Los Angeles City Supervisors and Superintendents Association/Laborer's International Union of North America, Local 777, (hereinafter referred to as "LIUNA") as the exclusive representative of the employees in the Unit, subject to the right of an employee to represent himself/herself.

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

### **ARTICLE 1.2        OBLIGATION TO SUPPORT**

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

### **ARTICLE 1.3        IMPLEMENTATION OF MEMORANDUM OF UNDERSTANDING**

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

- A. LIUNA has notified the City Administrative Officer in writing that it has approved this Memorandum of Understanding in its entirety, and
- B. The administrative heads of those departments, offices or bureaus represented herein have approved this Memorandum of Understanding in its entirety in the manner required by law, and
- C. The City Council has approved this Memorandum of Understanding in its entirety.

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

#### **ARTICLE 1.4 TERM**

The term of this Memorandum of Understanding shall commence on the date when the terms and conditions for its effectiveness, as set forth in Article 1.3, Implementation of Memorandum of Understanding are fully met, but in no event shall this Memorandum of Understanding become effective prior to 12:01 a.m. on July 1, 2007. This Memorandum of Understanding shall expire and otherwise be fully terminated at 11:59 p.m. on June 30, 2012.

Notwithstanding the above, the provisions of this Memorandum of Understanding shall remain in effect until a successor Memorandum of Understanding is implemented or impasse proceedings are completed as long as the parties have met their obligations under the provisions of Article 1.5 "Calendar for Successor Memorandum of Understanding" and are continuing to meet and confer in good faith.

#### **ARTICLE 1.5 CALENDAR FOR SUCCESSOR MEMORANDUM OF UNDERSTANDING**

In the event that LIUNA or Management desires a successor Memorandum of Understanding said party shall serve upon the other, during the period from February 15, 2012, through March 15, 2012, its written proposal(s) for such successor Memorandum of Understanding. Meet and confer sessions shall begin no later than thirty (30) calendar days following the submission of such proposal(s).

#### **ARTICLE 1.6 PROVISIONS OF LAW AND SEPARABILITY**

It is mutually understood that this Memorandum of Understanding is subject to all applicable Federal and State laws, the City Charter, City ordinances, and any lawful rules and regulations enacted by the Civil Service Commission, Employee Relations Board, or similar independent commissions of the City. If any Article, part, or provision of this Memorandum of Understanding is in conflict or inconsistent with such applicable provisions of Federal, State, local law, or the Charter of the City of Los Angeles, 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 Memorandum of Understanding shall not be affected thereby.

#### **ARTICLE 1.7 NON-DISCRIMINATION**

The parties mutually reaffirm their respective policies of non-discrimination in the treatment of any employee because of race, religion, color, sex, age, sexual orientation, disability, marital status, LIUNA activity, national origin, creed, or ancestry.

In accordance with said policies, Management agrees that no employee shall be interfered with, intimidated, restrained, coerced or discriminated against because of the exercise of his/her rights granted pursuant to Section 4.857 of the Employee Relations Ordinance (ERO) and LIUNA agrees not to discriminate against an employee because of the exercise of his/her rights granted pursuant to Section 4.857 of the ERO, or with respect to admission to membership, and the rights of membership.

## **ARTICLE 1.8        FULL UNDERSTANDING**

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

Notwithstanding the foregoing:

- C. No alteration, variation, waiver, modification or amendment of any of the Articles, terms or provisions requiring approval of the Council contained herein, shall in any manner be binding upon Union or Management unless and until jointly recommended in writing to the Council and approved and implemented in accordance with Article 1.3.
- D. The waiver of any breach, term or condition of this MOU by any party to this MOU shall not constitute a precedent in the future enforcement of all its Articles, terms and provisions.

## **ARTICLE 1.9        NO STRIKE - NO LOCKOUT**

In consideration of the mutual desire of the parties to promote and ensure harmonious relations and in consideration of this mutual pledge of accord, the City agrees that there shall be no lockout or the equivalent of members of the Union, and the Union and its members agree that there shall be no strike or other concerted action resulting in the withholding of service by the members during the term of this MOU. Should such a strike or action by Union members occur, the Union shall immediately instruct its members to return to work. If they do not report to work immediately upon instructions of the Union, the City may take appropriate disciplinary action. The curtailing of operations by the City in whole or part for operational or economic reasons shall not be construed as a lockout.

This provision shall not detract in any way from any restrictions imposed by law on strikes and other types of work stoppages by public employees.

## **SECTION 2.0        UNION SECURITY**

### **ARTICLE 2.1        UNIT MEMBERSHIP LIST**

Within thirty (30) days from the effective date of this Memorandum of Understanding, and each thirty (30) days thereafter, Management will provide LIUNA with an alphabetized list of employees subject to this Memorandum of Understanding, which will include the employee's name, employee number, class code and title, location by department and division where such information is available, confidential status and membership status. In addition, each thirty (30) days Management agrees to provide a "Unit Membership List" and a "Membership List" of all employees in the Unit, which include the same information set forth above in addition to home addresses.

### **ARTICLE 2.2        UNION SECURITY**

Management will disseminate to each new employee an informational booklet, provided by the Union, which shall be approved by management prior to dissemination, and a printed card, supplied by the Union to each department, office or bureau, containing the following information only:

- A. Your classification is included in the Blue Collar Supervisor and Superintendent Representation Unit.
- B. LIUNA Local 777, located at 3440 Wilshire Blvd., Ste. 835, Los Angeles, California 90010, has been certified to meet and confer with management on matters pertaining to your wages, hours of work, employee benefits and other terms and conditions of employment, and is the exclusive recognized employee organization for all employees in the Blue Collar Supervisor and Superintendent Representation Unit.
- C. If you want additional information, you may telephone Local 777 at (213) 380-6678 during your off-duty hours.

### **ARTICLE 2.3        AGENCY SHOP**

#### **AGENCY SHOP**

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

##### **A. DUES/FEES**

- 1. a. Each employee in this unit who has completed six continuous months of City service and who is not on unpaid leave of absence, shall, as a condition of continued employment, become a member of LIUNA

Local 777, or pay said Union a service fee in an amount not to exceed periodic dues and general assessments of the Union for the term of this MOU provided, however, that said fee shall not be assessed in any biweekly pay period in which the affected employee does not work a minimum of thirty (30) hours. Such amounts shall be determined by the Union and implemented by Management in the first payroll period which starts 30 days after written notice of the new amount is received by the Controller.

- b. Notwithstanding any provisions of Article 2, Section 4.203 of the LAAC 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 Local 777 will not be accepted by the Controller. For the purpose of this provision, qualified organization means any organization of employees whose responsibility or goal is to represent employees in the City's meet and confer process.
2. The CAO and the Union shall jointly notify all members of the representation unit that they are required to pay dues or a service fee as a condition of continued employment and that such amounts will be automatically deducted from their paychecks. The religious exclusion will also be explained. The cost of this communication and the responsibility for its distribution shall be borne by Management.

## B. EXCEPTIONS

### 1. Management or Confidential Employees

The provisions of this article shall not apply to management or confidential employees. Management and confidential employees shall be as defined in Section 4.801 and designated in accordance with Section 4.830d of the Los Angeles Administrative Code.

### 2. Religious Objections

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

Such payments shall be made by payroll deduction as a condition of continued exemption from the requirements of financial support to the Union and as a condition of continued employment.

#### C. MANAGEMENT RESPONSIBILITIES

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

Management will provide the Union with the name, home address, and employee number of each permanent employee.

3. The Controller shall notify the organization within sixty (60) calendar days of any employee who, because of a change in employment status, is no longer a member of the representation unit or subject to the provisions of this article.

#### D. UNION RESPONSIBILITIES

1. The Union shall keep an adequate itemized record of its financial transactions and shall make available annually to the City Clerk, and to all unit employees, within sixty (60) calendar days after the end of its fiscal year, a detailed written financial report thereof in the form of a balance sheet and an operating statement, certified as to its accuracy by its president and the treasurer or corresponding principal officer, or by a certified public accountant.

2. The Union certifies to the City that it has adopted, implemented and will maintain constitutionally acceptable procedures to enable non-member agency shop service fee payers to meaningfully challenge the propriety of the uses to which service funds are put.

These procedures shall be in accordance with the decision of the United States Supreme Court in Chicago Teachers Union, Local No. 1, AFT, AFL-CIO, et al. v. Hudson, 106 S. Ct. 1066 (1986).

3. The Union agrees to indemnify and hold harmless the City for any loss or damage arising from the operation of this article. It is also agreed that neither any employee nor the Union shall have any claim against the City for any deductions made or not made, as the case may be, unless a claim of error is made in writing to the Controller within thirty (30) calendar days after the date such deductions were or should have been made.

#### **E. RESCISSION**

The agency shop provisions herein may be rescinded in accordance with the procedures contained in Rule 12 of the Employee Relations Board adopted January 11, 1982. In the event that this article is overturned by the employees in the representation unit, all other articles of the MOU shall remain in full force and the prior agreement, rules, regulations, and past practices relating to organizational dues deductions authorizations shall be reinstated until a successor MOU or amendment shall have been approved.

### **ARTICLE 2.4 BULLETIN BOARDS**

#### Section I

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

- A. Notices of LIUNA meetings.
- B. Notices of LIUNA elections and their results.
- C. Notices of LIUNA recreational and social events.
- D. Notices of LIUNA official business.
- E. Any other written material which has received the prior approval of the Department Management Representative.

#### Section II

All notices or other communications shall be identified with an official stamp of LIUNA. LIUNA shall place a removal date on all notices and other communications and, if so requested by Management, submitted to the designated representative of Management for posting. The posting will occur within 24 hours of submission.

## **ARTICLE 2.5        WORK ACCESS**

A LIUNA Staff Representative shall have access to the facilities of the departments, offices or bureaus represented herein during working hours for the purpose of assisting employees covered in the adjusting of grievances when such assistance is requested by the grievant(s), or in investigating matters arising out of the application of the provisions of this Memorandum of Understanding. Said representative shall request authorization for such visit by contacting the designated representative of the head of the department, office or bureau. In the event immediate access cannot be authorized, the designated representative shall inform the LIUNA staff representative as to the time when access can be granted.

LIUNA shall give to all heads of departments, offices or bureaus represented herein a written list of its Staff Representatives which list shall be kept current.

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

## **ARTICLE 2.6        EMPLOYEE RELATIONS**

Meetings at reasonable intervals will be scheduled at the request of a paid LIUNA Staff Representative or the Management Representative of a department, office, or bureau, for the purpose of informally discussing potential employer-employee relations problems.

## **ARTICLE 2.7        USE OF CITY FACILITIES**

LIUNA may use City facilities, with prior approval, for the purpose of holding meetings if the use of the facility will not interfere with normal departmental operations. Participating employees will attend said meetings on their own time.

It is understood that LIUNA will pay the cost if the use of a facility requires a fee for rental, or such services as special setups, security, or cleanup.

## **ARTICLE 2.8        LIUNA PENSION FUND**

The City shall contribute fifty-six dollars and eighty cents biweekly (80x \$0.71 per hour) to the LIUNA National (Industrial) Pension Fund (hereinafter "the Fund") on behalf of each unit member. The amount of contribution shall not be changed during the term of the MOU.

The City and LIUNA concur that the Fund, like the Los Angeles City Employees Retirement System (LACERS), is a defined benefit plan and that the combined plans must be tested actuarially on a periodic basis to insure that benefit limits, as prescribed in Section 415 of the Internal Revenue Code, are not exceeded for Unit employees. Accordingly, the City and LIUNA agree that in the event "415" limits ever are exceeded, the LACERS benefits will be reduced as necessary to bring the combined plans into compliance with the specified limits.

The City agrees to be bound by and comply with the Fund's Agreement and Declaration of Trust dated February, 1967, and the Standard Form of Participation Agreement to which it is signatory, and any amendments thereto; provided, however, that LIUNA, the Fund and all their members, agents, employees, representatives or other parties empowered to act on their behalf shall indemnify and hold the City harmless from any and all liability, including cost of suits and reasonable attorney fees, arising from the implementation of the provisions of this Article.

## **ARTICLE 2.9        CONTRACTING OF UNIT WORK**

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

- A. No bargaining unit employee shall be laid off, demoted or suffer loss of pay or benefits as a result of the contracting of unit work.
- B. If any employee subject to the provisions herein is displaced as a result of contracting, he/she shall be retained in a position within a classification represented by the LIUNA, Local 777.
- C. Notwithstanding any provision of this MOU to the contrary and excluding the provisions of paragraph 6 below, the provisions of this Article shall be subject to advisory arbitration only.
- D. In lieu of the meet-and-confer process prescribed by the Employee Relations Ordinance (ERO), the parties agree to meet and discuss, in accordance with the provisions outlined below, all contracts to perform unit work except for contracts required by bona fide emergencies.
- E. The parties agree that the following expedited procedure shall replace the impasse resolution provisions of the ERO for disputes arising out of the meet-and-discuss process specified above:
  1. The City shall continue to provide timely notice, through the existing "clearinghouse" procedure, of proposed contracts to perform unit work.
  2. The LIUNA, Local 777, may request to meet and discuss such proposed contracts within five (5) working days following receipt of notice by the union as indicated in "a." above. Failure by the union to request such meeting(s) within the prescribed five 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 meeting-and-discuss session. Failure by the union to request arbitration within the specified five days shall constitute a waiver of the union's right to continue in this process. The parties will attempt to establish a mutually agreeable, expedited process for selecting arbitrators. Absent any such agreement, arbitrators will be selected in accordance with Rules 11.03 and 11.04 of the Employee Relations Board.
5. The parties agree that for contracts with a value of less than \$1 million the hearing and issuance of the advisory decision by the arbitrator shall be concluded within thirty (30) calendar days following request for arbitration; and within (90) calendar days for contracts of \$1 million or more.
6. The arbitrator's advisory decision and recommendation shall be transmitted to the appropriate determining body simultaneously with the proposed contract.
7. The time limits in this process may be extended only by the mutual, written agreement of the parties.
8. The expedited arbitration process herein shall be informal. Court reporters shall not be used; rules of evidence shall be informal; the production of witnesses and documentary evidence shall be at the discretion of each party; the arbitrator's notes, exhibits (if any), and the written advisory decision and recommendation shall constitute the record of the proceedings; post hearing briefs shall not be required or submitted.
9. Arbitration fees shall be shared equally by the union and the City.

F. Disputes over the practical consequences of the contracting of unit work, other than those occurring under paragraphs 4 and 5 above, shall be resolved in accordance with the provisions of the Grievance Procedure, Article 4.2 of the MOU, and shall not delay the implementation of the contract if all other provisions of this Article have been met.

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

## **ARTICLE 2.10 UNION RELEASE TIME**

### **A. Release Time for Union Board Member**

One bargaining unit member elected to the Local 777 Executive Board shall be released for one day each month without suffering loss of seniority or any other benefit to attend the monthly Local 777 Executive Board meeting. This provision

shall be limited to one member represented by the Union. The City shall be notified in writing of the qualified elected unit member following each election. The Union agrees to reimburse the City for the salary of the unit member released under this provision.

B. Release Time – One-Year

The appointing authority may grant to elected officers or appointed representatives of the Union time off for employee organization representation activities. No more than one employee in a department or Bureau of the Department of Public Works with a total of no more than one employee for LIUNA/MOU 12 shall be allowed release time under this article.

1. 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 this Unit. 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 City Administrative Officer. The employee shall fill out any necessary paperwork required by Management for his/her release.
2. 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.
3. 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 departments.
4. Employees shall be paid the employee's current salary by the City while the employee is performing these duties for the Union.
5. 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.
6. The Union shall reimburse the City for all salary and benefits costs incurred as a result of release time, including but not limited to, vacation, sick leave, compensated time off, retirement, short-term disability, life insurance, medical, dental and workers' compensation. The benefits cost shall be based on the benefits rates established by the City Administrative Officer as contained in the City Budget in effect during the period of release time, and the cost of other benefits approved by the Joint Labor Management Benefits Committee that become effective during this period.

7. Payment of any overtime worked while on release time shall be the responsibility of the Union.
8. The City Administrative Officer shall bill the Union and Union shall make payments to the City Administrative Officer of all reimbursable costs identified in Section 5 above.
9. An employee on release time shall submit weekly timesheets signed by the employee and the Union (General Manager or his/her designee) to their respective Personnel Director specifying the number of hours worked and use of any sick leave, vacation time or compensated time off.
10. Should an employee incur a work-related injury while on release time, he/she shall remain on release time with the Union during the period of injury-on duty (IOD), or until the release time has ended, and shall continue to be counted in determining the employee maximum, as provided for above. The Union will reimburse the City for all IOD and Workers' Compensation related costs.
11. When the employee returns from release time, he/she shall return to his/her civil service classification and pay grade at the time of release.
12. The employee must have passed probation in his/her current class to be eligible for release time.
13. The Union shall indemnify, defend and hold the City and its officers and employees harmless against any and all claims, suits, demands or other forms of liability that might arise out of or result from any action taken by an employee in the service of the Union.

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

## **ARTICLE 2.11        POLITICAL ACTION COMMITTEE**

The Controller shall deduct one dollar (\$1.00) per pay period from the salary paid to each Union member, identified on a list prepared and submitted by the Union, as a contribution to the Local 777 Political Action Committee ("777PAC"). Such contribution is to be deducted from twenty-four (24) bi-weekly payroll checks annually. Remittance of the amount of the 777 PAC deductions shall be sent to the Union by the Controller within thirty (30) working days after the end of the month in which such deductions are made. Neither an employee nor the Union shall have any claim against the City for a 777 PAC deduction made or not made, as the case may be, unless a claim of error is presented to the Controller in writing within 30 calendar days after the date such deduction was or should have been made.

## **ARTICLE 2.12 UNION-SPONSORED EDUCATIONAL DEVELOPMENT**

LIUNA may submit a request in writing to an appointing authority to release on paid leave an employee or employees it has designated to attend Union-sponsored training and development. When such leave is approved by an appointing authority, the designated employee(s) shall be released without loss of seniority. Employees approved for leave under this Article shall be granted paid time off, not to exceed the number of hours allocated to employees' departments or bureaus over the term of this MOU, as listed below. Under no circumstance shall any one employee be granted paid time off under this Article that exceeds a total of 40 hours in a fiscal year.

| <u>Department</u>              | <u>Number of Hours of Paid Leave</u> |
|--------------------------------|--------------------------------------|
| Airports                       | 210                                  |
| Animal Services                | 60                                   |
| El Pueblo                      | 10                                   |
| Fire                           | 80                                   |
| General Services               | 297                                  |
| Harbor                         | 11                                   |
| Information Technology Agency  | 5                                    |
| Library                        | 30                                   |
| Los Angeles Convention Center  | 30                                   |
| Police                         | 330                                  |
| Public Works – Sanitation      | 200                                  |
| Public Works – Street Services | 357                                  |
| Recreation and Parks           | 130                                  |
| Transportation                 | 220                                  |
| Zoo                            | <u>30</u>                            |
| Total                          | 2,000 hours                          |

The Union shall submit its written request to the appropriate appointing authority for employee leave under this Article not less than 30 calendar days in advance of the scheduled training. Management shall notify the Union of its decision within 14 calendar days, or as soon as practical.

Upon receipt of a request for Union-sponsored educational development, department/bureau Management will make a good faith effort to accommodate such request. However, any Management determination or decision pertaining to this Article shall not be subject to the grievance procedure under Article 4.2 of this MOU.

## **ARTICLE 2.13 ACTIONS BY EMPLOYEE RELATIONS BOARD (ERB)**

If any action by the ERB prior to the expiration of this Memorandum of Understanding, results in any significant changes to the composition of this representational unit, the parties hereto will meet as soon as possible thereafter to consider any revisions or amendments thereto that may be required.

**SECTION 3.0        ON THE JOB****ARTICLE 3.1        EMPLOYMENT OPPORTUNITIES**

The Personnel Department will mail to LIUNA copies of all recruitment bulletins. Tentative examination bulletins approved by the Head of the Examining Division of the Personnel Department, will be mailed at least two (2) calendar days prior to the date that said bulletins are scheduled to be approved by the Civil Service Commission.

**ARTICLE 3.2        PERSONNEL FOLDERS**General Provision

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

No evaluatory or disciplinary document shall be placed in an employee's official departmental personnel file(s) without providing said employee with a copy.

LAPD: Notices to Correct Deficiencies

It is mutually agreed that in the Los Angeles Police Department a "Notice to Correct Deficiencies" is not considered a disciplinary document and shall not be placed in an employee's departmental personnel folder. Notices to Correct Deficiencies shall be filed in divisional employee folders at the division of assignment.

A Notice to Correct Deficiencies may be removed from an employee's Division Folder at the written request of the employee if there have been no subsequent incidents resulting in written reprimands or other corrective action for a period of three (3) years following the date the subject notice was issued. Notices so removed shall be filed in the Personal History Packets in the Personnel Division.

Notices to Correct Deficiencies in Personal History Packets shall not be available to oral boards or reviewable for advancement or promotional purposes.

At the discretion of the concerned commanding officer, the subject of a Notice to Correct Deficiencies may be discussed in the narrative portion of a Performance Evaluation Report covering the period during which the Notice was issued. However, if the Notice to Correct Deficiencies was issued just prior to the end of the evaluation period, comments regarding the Notice may only be included in the subsequent period. Any such commentary in an evaluation report also shall make note of any improvement the employee may have made regarding the area of deficiency.

It is further mutually agreed that disputes or disagreements regarding the interpretation or application of this provision shall not be subject to the grievance procedure.

## **ARTICLE 3.3 SAFETY**

### Section I

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

Employees in the class of Principal Detention Officer may, at their option, request approved protective body armor to be used when performing uniformed field assignment. Any such employee who exercises this option, and actually is issued the subject body armor, shall be required to wear the armor at all times while engaged in the field assignment.

### Section II

Management will make every reasonable effort to provide safe working conditions. LIUNA will encourage all members in the Unit to perform their work in a safe manner. Each employee should be alert to unsafe practices, equipment and conditions, and should report any hazardous condition promptly to his/her immediate supervisor. Said supervisor should:

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

### Section III

If the procedures for handling a reported hazardous condition are not initiated, or if initiated, fail to effect a satisfactory solution of the problem within a reasonable time, the employee or his/her representative may call the City Occupational Safety Office and report such hazard.

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

## **ARTICLE 3.4 TIME OFF FOR ORAL PROMOTIONAL EXAMINATIONS**

Employees shall be granted reasonable time off with pay for the purpose of taking oral promotional examinations when such examinations are given by the City and scheduled during the employee's normal working period; provided, however, that each employee

entitled to such time off with pay shall give reasonable advance notice to his/her supervisor. Such time off with pay shall include travel time.

### **ARTICLE 3.5        NOTICE OF CHANGES IN WORK RULES**

Whenever written departmental work rules are established or changes made in existing written department work rules affecting conditions of employment, Management shall give LIUNA an opportunity to meet with Management prior to placing the new rules or changes in such existing rules into effect.

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

LIUNA agrees to notify Management promptly of its intent to exercise its right of consultation granted under this Article.

### **ARTICLE 3.6        WORK SCHEDULES**

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 date of the week and at any time of the day. The designated workweek for an employee may be changed only if the change is intended to be permanent and not designed to evade overtime requirements of the FLSA. Management may assign employees to work a five/forty, four/ten, nine/eighty, or other work schedule. Management shall have the right to refuse an employee's request to work a four/ten, nine/eighty, or other modified work schedule, and to require the reversion to a five/forty work schedule, provided 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 (working days or change days off, except the split day) 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).

### **ARTICLE 3.7        REST PERIOD**

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

Management reserves the right to suspend the rest period or any portion thereof during an emergency. Any rest period so suspended or not taken at the time permitted shall neither be accumulated nor carried over from one day to any subsequent day, or compensated for in any form.

## **SECTION 4.0        GRIEVANCES**

### **ARTICLE 4.1        UNION STEWARDS**

- A. LIUNA may designate a reasonable number of grievance representatives who must be members of the Unit, and shall provide all departments, offices or bureaus within a written list of employees who have been so designated. Management will quarterly accept changes to the list presented by LIUNA. A grievance representative if so requested, may represent a grievant in the presenting of grievances at all levels of the grievance procedure.

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

If a grievance representative must leave his/her work location to represent a grievant he/she shall first obtain permission from his/her supervisor on a form provided for such purpose. Permission to leave will be granted unless such absence would cause an undue interruption of work. If such permission cannot be granted promptly, the grievance representative will be informed when time can be made available. Such time will not be more than forty-eight (48) hours, excluding scheduled days off and/or legal holidays, after the time of the grievance representative's request unless otherwise mutually agreed to. Denial of permission to leave at the time requested will automatically constitute an extension of time limits provided in the grievance procedure herein, equal to the amount of the delay.

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

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

No later than March 1, 2008, the Union and City representative will have established a curriculum and training program that will provide skills for both stewards and front-line supervisors in the processing and resolution of grievances and other workplace

issues in a cooperative, problem-solving manner. Upon completion of the program, both Union Stewards and Front-Line Supervisors will be certified.

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

Effective March 1, 2008 Certified Stewards shall be authorized to spend up to one (1) hour of City time to investigate each dispute raised under Article 4.2 of this MOU.

## **ARTICLE 4.2        GRIEVANCE PROCEDURE**

**The following procedure shall apply to grievances filed on July 1, 2007 through December 31, 2007:**

### Section I - Definitions

#### A.      Grievance

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

#### B.      Employee Comment Sheet (Comment Card) - LAPD

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

### Section II - Responsibilities and Rights

#### A.      Nothing in this grievance procedure shall be construed to apply to matters for which an administrative remedy is provided by the City Charter. Where a matter within the scope of this grievance procedure is alleged to be both a grievance and an unfair labor practice under the jurisdiction of the Employees Relations Board, the employee may elect to pursue the matter under either the grievance procedure herein provided, or by action before the Employees Relations Board. The employee's election of either procedure shall constitute a binding election of the remedy chosen and a waiver of the alternative remedy.

- B. No grievant shall lose his/her right to process his/her grievance because of Management-imposed limitations in scheduling meetings.
- C. The grievant has the responsibility to discuss his/her grievance informally with his/her immediate supervisor. The immediate supervisor will, upon request of a grievant, discuss the grievance with him/her at a mutually satisfactory time. The grievant may be represented by a representative of his/her choice in the informal discussion with his/her immediate supervisor, and in all formal review levels.
- D. The time limits between steps of the grievance procedure provided herein may be extended by mutual agreement or, the grievant and Management may waive one level of review from this grievance procedure.
- E. Management shall notify LIUNA of any formal grievance filed that involves the interpretation and/or application of the provisions of this Memorandum of Understanding and a Union Staff Representative shall have the right to be present and participate in the discussion at any formal grievance meeting concerning such a grievance. If the Union Staff Representative elects to attend said grievance meeting, he/she shall inform the heads of the department, office or bureau of his/her intention. LIUNA will be notified of the resolution of all other formal grievances.

F. Group Grievances

In instances where more than one employee in a department is aggrieved, the Union may elect to file the grievance on behalf of the employees. The facts and issues of the alleged grievance must be the same. Such grievance must contain the names of all grievants and the specific facts pertaining to each grievant. At the time of filing the grievance, the Union may request that the first level of review be at a level higher than Step 1 and shall provide justification for such request. One supervisor will be designated by department Management to discuss the grievance at each level with one affected employee designated to represent the grievance and the Union. Such grievance will be processed as a single grievance through all formal levels of review. All affected employees involved in the action must waive their respective rights to file an individual grievance on the same issue and to discuss the grievance at the informal level with their respective immediate supervisors on a form provided by Management prior to the discussion with the designated supervisor. Such form shall also include a statement that the employee understands that he/she is party to a grievance filed by the Union.

Section III - Procedure

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

### Step 1 - Informal Discussion

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

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

### Step 2 - First Level of Review

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

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

### Step 3 - Second Level of Review

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

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

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

If the grievance is not settled at Step 3, the grievant may serve written notice of the grievance on said form upon his/her General Manager or designee within seven (7) calendar days following receipt of the grievance response at Step 3. Failure of the grievant to serve such notice shall constitute a waiver of the grievance. If such notice is served, the grievance shall be heard by the General Manager or his/her designee, or in the case of departments under the administrative control of a board of commissioners, by the

Commission or the General Manager or their designee, as shall be determined by the head of the department involved. The General Manager/Commission or their designee will afford the parties an opportunity to present oral and/or written arguments on the merits of the grievance and shall render to the grievant and his/her representative, if any, a written decision with thirty (30) calendar days from the date said arguments were submitted.

#### Step 5 - Mediation (optional)

If the grievance is not resolved at Step 4, the Union representative may, within ten (10) calendar days following receipt of Management's response at Step 4, request that the grievance be submitted to a mediator prior to proceeding to arbitration. This step is optional and requires the concurrence of Management and the Union.

A request for mediation must be in writing and must be submitted to the affected department's personnel officer or the Employee Relations Administrator in the Police Department within the above-prescribed time limits. The personnel officer or Employee Relations Administrator shall, within ten (10) calendar days following receipt of the mediation request, return the request to the Union representative with a denial or an agreement that the parties jointly request the Employee Relations Board (ERB) to appoint a mediator.

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

The mediation procedure shall be informal. The primary effort will be to assist the parties in settling the grievance. Court reporters shall not be used, the rules of evidence shall not apply, and no record shall be made. The mediator shall determine whether witnesses are necessary.

If the grievance is resolved through mediation, notwithstanding the provisions of Section 4.865 of the Employee Relations Ordinance, the parties may agree to accept the results of mediation as binding.

If the grievance is not resolved in mediation, the mediator may be requested to provide an immediate oral opinion as to how the grievance would be decided if it went to arbitration. Such opinion shall be advisory only. However upon mutual agreement of the parties, the mediator may be requested to furnish such opinion in writing, including a brief statement of the reasons for the opinion. Such opinion, as well as confidential discussions by the parties in mediation, shall not be used during any subsequent arbitration.

#### Step 6 - Arbitration

If the written decision at Step 4 does not settle the grievance, the grievant and LIUNA jointly may serve upon the head of the department, office or bureau a written notice that a

written request for arbitration has been filed with the Employee Relations Board. The request for arbitration must be filed within ten (10) calendar days following the date of service of the written decision of the General Manager/Commission or their designee. Failure of the grievant and LIUNA jointly to serve a written request for arbitration with the Employee Relations Board within said period shall constitute a waiver of the grievance.

If such written notice is served, the parties shall meet for the purpose of selecting an arbitrator from a list of seven arbitrators furnished by the Employee Relations Board, within seven (7) calendar days following receipt of said list.

- A. Arbitration of a grievance hereunder shall be limited to the formal grievance as originally filed by the employee to the extent that said grievance has not been satisfactorily resolved. The proceedings shall be conducted in accordance with applicable rules and procedures adopted or specified by the Employee Relations Board, unless the parties hereto agree to other rules or procedures for the conduct of such arbitration. The fees and expenses of the arbitrator shall be shared equally by the parties involved, it being mutually understood that all other expenses including, but not limited to, fees for witnesses, transcripts, and similar costs incurred by the parties during such arbitration, will be the responsibility of the individual party incurring same.
- B. The decision of an arbitrator resulting from the arbitration of any grievance hereunder shall not add to, subtract from, or otherwise modify the terms and conditions of this Memorandum of Understanding, and shall be binding upon the parties; provided, however, that arbitration decisions involving the Departments of Airports, Harbor, Library, Recreation and Parks, Pensions, and the City Employees' Retirement System shall continue to be advisory until such time as the head of each said department concurs in writing, to the Mayor and Council, to binding arbitration as herein provided.

**The following procedure shall apply to grievances filed on or after January 1, 2008:**

### **STATEMENT OF INTENT**

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

### **DEFINITION**

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

- A. An impasse in meeting and conferring upon the terms of a proposed Memorandum of Understanding.
- B. Any matter for which an administrative remedy is provided before the Civil Service Commission.
- C. Any issue that the parties agree to refer to another administrative resolution process.

## **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 Employee Relations Board, the employee must elect to pursue the matter under either the grievance procedure herein provided, or by action before the Employee Relations Board. The employee's election of either procedure shall constitute a binding election of the procedure chosen and a waiver of the alternate procedure.

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

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

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

“Business days” shall be defined as Monday thru Friday, exclusive of City Holidays, as defined in Article 5.12 of this MOU.

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

### **D. MEDIATION**

At any step following the Informal Discussion in the grievance process, the Union or Management may request mediation, by letter to the department's personnel officer. Within ten (10) business days of receipt of a request for mediation, the receiving party shall either return the request without action or request that the Employee Relations Board appoint a mediator. The Employee Relations Board shall attempt to obtain the services of a mediator from the State Mediation and Conciliation Service. If a State mediator is unavailable, Union and Management may jointly agree to a mediator selected by the Executive Director of the Employee Relations Board. The fees of such mediator shall be shared equally by Union and Management.

The primary effort of the mediator shall be to assist the parties in settling the grievance in a mutually satisfactory fashion. The mediation procedure shall be informal, i.e., court reporters shall not be allowed, the rules of evidence shall not apply, and no formal record shall be made. The mediator shall determine whether witnesses are necessary in the conduct of the proceedings.

If settlement is not possible, the mediator may be requested to provide the parties with an immediate oral opinion as to how the grievance would be decided if it went to arbitration. Such opinion shall be advisory only. Upon mutual agreement of the parties, the mediator may be requested to furnish such opinion in writing, along with a brief statement of the reasons for the opinion. Such opinion shall not be used during any subsequent arbitration.

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

If mediation does not resolve the issue, the grievant has ten (10) business days to file an appeal to the next level in the procedure.

#### **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.

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

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

### **GRIEVANCE PROCESS**

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

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

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

## STEP 2

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

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

## STEP 3

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

Los Angeles Police Department only:

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

## STEP 4 - ARBITRATION

If the written response at Step 3, or mediation, does not settle the grievance, or management fails to provide a written response within 30 business days of the Step 3 meeting, the Union may elect to serve a written request for arbitration with the Employee Relations Board. A copy of this notice shall be served upon the department's personnel officer. The request for arbitration must be filed with the Employee Relations Board within

twenty (20) business days following (a) the date of service of the written response of the General Manager/Commission or the designee, or (b) the last day of the response period provided for in Step 3 or 3A. Failure of the Union to serve a written request for arbitration with the Employee Relations Board within said period shall constitute a waiver of the grievance.

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

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

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

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

### **PROCEDURE:**

#### **STEP 1**

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

rights to file an individual grievance on the same issue by completing an individual grievance waiver form prior to the meeting with the General Manager.

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

Los Angeles Police Department only:

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

## **STEP 2**

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

## **SECTION 5.0        BENEFITS**

### **ARTICLE 5.1        SICK LEAVE ALLOWANCE**

Management's practices with regard to allowances for sick leave will continue during the term of this Memorandum of Understanding except as modified below. Such practices shall be in accordance with Section 4.126, 4.126.2, and 4.128 of the Los Angeles Administrative Code (LAAC). Employees in this unit will not normally be required to submit a doctor's certificate to justify a claim for sick leave benefits unless there is reason to believe that such privilege is being abused. Reason(s) for requiring a doctor's certificate shall be: (a) any illness which exceeds three (3) consecutive regularly assigned working days; or (b) management believes that based on an employee's attendance record that said employee has been malingering, or has engaged in a job action.

Notwithstanding the above, any action by Management based on Section (b) above that requires an employee to submit a doctor's certificate each time he/she has been absent shall not be grievable.

## **ARTICLE 5.2            FAMILY ILLNESS**

Management's present practices of allowances for leave for illness in family will be continued during the term of this Memorandum of Understanding, except that the aggregate number of working days allowed in any one calendar year with full pay shall not exceed twelve (12) days. Said practices shall be in accordance with Section 4.127 of the Los Angeles Administrative Code, except that "immediate family" shall include domestic partners.

## **ARTICLE 5.3            BEREAVEMENT LEAVE**

Management's present practices with regard to allowances for leave because of a death of a member of an employee's immediate family will be continued during the term of this Memorandum of Understanding. In accordance with Section 4.127.1 of the LAAC, "immediate family" shall include the father, father-in-law, mother, mother-in-law, brother, sister, spouse, child, grandparents, grandchildren, step-parents, step-children, 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. Such practices of allowances for leave because of family deaths shall be administered in accordance with Section 4.127.1 of the LAAC.

## **ARTICLE 5.4            MILITARY LEAVE**

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

### **Vacation Accrual during Active Military Service – Cash Out of Accrued Vacation at Commencement of Leave**

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

## **ARTICLE 5.5            VACATIONS**

Each employee in this unit who has completed his/her qualifying year, shall be entitled to the following number of vacation days with full pay, based on the number of years of City service completed, accrued and credited at the rates indicated, subject to deductions for absences as provided in Section 4.246 of the LAAC:

| <b>Years of Service Completed</b> | <b>Number of Vacation Days</b> | <b>Monthly Accrual Rates Hours/Month</b> |
|-----------------------------------|--------------------------------|--|
| 1                                 | 11                             | 7.20                                     |
| 5                                 | 17                             | 11.20                                    |
| 13                                | 18                             | 11.20                                    |
| 14                                | 19                             | 11.20                                    |
| 15                                | 20                             | 11.20                                    |
| 16                                | 21                             | 11.20                                    |
| 17                                | 22                             | 14.40                                    |
| 18                                | 23                             | 14.40                                    |
| 19                                | 24                             | 16.00                                    |
| 25                                | 25                             | 16.40                                    |

## **ARTICLE 5.6 VACATION SCHEDULES**

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

## **ARTICLE 5.7 HEALTH/DENTAL AND FLEX BENEFITS PROGRAM**

During the term of this MOU, the City will provide health, dental and other welfare benefits in accordance with the Civilian Modified Flexible Benefits Program (hereinafter Flex Program), including modifications thereto, as recommended by the Joint Labor-Management Benefits Committee (hereinafter JL-MBC) and approved by the City Council. The Flex Program currently provides, in addition to health and dental coverage, life and accidental death and dismemberment insurance; a disability plan; and a Cash in-lieu program for employees who can secure health coverage through a spouse or other sources.

The sections below are intended to reflect the terms of the Flex Program as approved in July 1996. If there are discrepancies between the benefits described herein and the actual Flex Program benefits, the Flex Program benefits will take precedence.

### Section I - Health Plans

The health plans offered, and benefits provided by those plans, shall be determined by the Personnel Department in accordance with Section 4.303 of the Los Angeles Administrative Code upon the recommendation of the JL-MBC.

Through December 31, 2007, Management will contribute a monthly sum not to exceed \$857.02 for each full-time employee who is a member of the Los Angeles City Employees Retirement System (LACERS) toward the cost of any approved health plan.

Operative January 1, 2008, Management will provide for each full-time employee who is a member of LACERS a subsidy in an amount not to exceed \$ 948.36 toward the cost of his/her health plan.

During the term of this MOU Management's monthly subsidy for full-time employees shall increase by the increase, if any, in the Kaiser family rate. Increases in this monthly subsidy shall be effective at the beginning of the pay period in which the Kaiser yearly premium rate change is implemented.

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

The definition of dependent shall include an employee's domestic partner and the dependents of such domestic partner.

Any employee claiming a domestic partner and/or the dependents of such domestic partner for purposes of this article shall complete a confidential affidavit to be filed in the Employee Benefits Office, Personnel Department, which shall be signed by the employee and the domestic partner declaring the existence of the domestic partnership.

By extending to an employee the specific benefits defined in this article, the City does not intend to confer or imply any other unspecified benefits to such employee, the employee's domestic partner or the dependents of such domestic partner.

For each half-time employee, as defined in Section 4.110 of the Los Angeles Administrative Code, who becomes a member of LACERS following the effective date of this MOU, Management will contribute a monthly sum not to exceed \$329.62 per employee. Effective January 1, 2008, Management will contribute a monthly sum not to exceed \$364.76. Half-time employees who, prior to the effective date of this MOU, were receiving the same subsidy as full-time employees shall continue to receive that subsidy and shall be subject to any adjustments applied to that subsidy as provided in this article.

Employees who transfer from full-time to half-time under the provisions of the Family and Medical Leave article of this MOU, shall continue to receive the same subsidy as full-time employees and shall be subject to any adjustments applied to that subsidy as provided herein.

Operative January 1, 1998, management's contribution toward the subsidy of a half-time employee's health plan shall be in an amount not to exceed the Kaiser single party rate. Changes in this maximum subsidy shall be effective at the beginning of the pay period in which the Kaiser yearly premium rate change is implemented.

## Section II - Dental Plans

The dental plans offered, and the benefits provided by those plans, shall be determined by the Personnel Department in accordance with Section 4.303 of the Los Angeles Administrative Code upon the recommendation of the JL-MBC.

Management will expend for full-time employees in the classifications listed in the Appendices to this MOU who are members of the 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 sufficient enrollment is maintained to continue to make such coverage available.

The definition of dependent shall include the domestic partner of an employee and the dependents of such domestic partner.

Any employee claiming a domestic partner and/or the dependents of such domestic partner for purposes of this article shall complete a confidential affidavit to be filed in the Employee Benefits Office, Personnel Department, which shall be signed by the City employee and the domestic partner declaring the existence of the domestic partnership.

By extending to an employee the specific benefits defined by this article, the City does not intend to confer or imply any other unspecified benefits to such employee, the employee's domestic partner or the dependents of such domestic partner.

For half-time employees, as defined in Section 4.110 of the Los Angeles Administrative Code, who become members of LACERS following the effective date of this MOU, and for employees who transfer from full-time to half-time status, 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 the effective date of this MOU were receiving the full employee-only subsidy, shall continue to receive the full employee-only subsidy.

## Section III - General Provisions

An open enrollment period of at least 30 days shall be declared by the Personnel Department each year. During this open period employees may enroll themselves and, at their option, their dependents in the City-sponsored plans. Employees who fail to enroll during this period will be ineligible to participate in City-sponsored plans unless another open enrollment period subsequently is declared by the Personnel Department.

The parties mutually understand that the City will expend the above-cited amounts only for those employees who enroll in these plans and remain on active payroll status with the City, and that the City retains all rights to any unused funds which may be allocated for the purpose of implementing this article.

Management will retain all duties and responsibilities it has had for the administration of the City's health and dental plans.

#### Section IV - Subsidy During Family and Medical Leave

Employees who are on family and medical leave under the provisions of this MOU shall continue to receive the City's medical and dental plan subsidies for a maximum of nine (9) pay periods following the qualifying date of the family or medical leave, including paid and unpaid portions of said leave. Continuation of this subsidy will be subject to the following conditions:

- A. The employee shall have been continuously employed by the City for a period of one year prior to the beginning of the leave.
- B. The employee shall have been enrolled in a City health plan prior to the beginning of the leave in order to continue to receive the health plan subsidy. The employee shall have been enrolled in a City dental plan prior to the beginning of the leave in order to continue to receive the dental plan subsidy.
- C. The continuance of the health plan subsidy shall include coverage of any new dependent(s). Employees are responsible for notifying the Employee Benefits Office of any additional dependent(s).
- D. In accordance with the Family and Medical Leave Act of 1993 (FMLA), employees on unpaid family or medical leave shall not be required to repay the City subsidy if (1) they return to work, or (2) they terminate City employment following the leave due to a continuing serious health problem or other extenuating circumstances beyond their control. If an employee fails to return to work for reasons other than the foregoing, he/she shall reimburse the City for the subsidy provided during the unpaid leave. Such reimbursement shall be deducted from any compensation owed to the employee upon termination of City employment.
- E. Employees who desire to be covered by these subsidy provisions must make the appropriate request to:

Employee Benefits Office - (213) 978-1655  
Personnel Department  
Room 867, City Hall  
200 North Spring Street  
Los Angeles, CA 90012

Employees shall be required to file an affidavit with the Employee Benefits Office stating that they will comply with the provisions herein before the subsidy will be provided.

## Section V - Continuation of Benefits for Survivors of Employees Killed in the line of Duty

The City will provide continuation of the above medical and dental plan subsidies toward the cost of health plan premiums for the spouse or domestic partner and any minor dependents of any employee killed in the line of duty while on active payroll status. This coverage shall apply only to a spouse or domestic partner and/or dependents covered under the employee's plan at the time of death and shall cease for minor dependents when they reach the age of eighteen, or twenty-five years if unmarried and attending an accredited school on a full-time basis. It shall not apply to survivors of employees eligible for retiree health benefits. To be eligible for this benefit, such employee's death must occur on or after July 1, 2004.

This benefit shall be administered by the Personnel Department. Upon application by a spouse, domestic partner or dependents for this benefit, a committee comprised of representatives of the Personnel Department, CAO and the department of the deceased employee shall jointly determine whether the circumstances of the employee's death qualify his/her spouse or domestic partner/dependents for the benefit provided under this section. The decision of this committee shall be final and binding and not subject to further appeal.

## Section VI - Funeral Expenses

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

## **ARTICLE 5.8                    FAMILY AND MEDICAL LEAVE**

### **I.        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 (as defined in Article 7.4), upon the request of the employee, notwithstanding any other provisions of this MOU or the Los Angeles Administrative Code to the contrary.

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

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

## II. Definitions

- A. Spouse means a husband or wife as defined or recognized under State law for purposes of marriage in this State.
- B. Domestic partner means a named domestic partner in a confidential affidavit declaring the existence of said domestic partner and signed by the City employee, which is on file in the Employee Benefits Office, Personnel Department.
- C. Parent means a biological, step, adoptive or foster parent, an individual who stands or stood in loco parentis to an employee, or a legal guardian. This term does not mean parents-in-law.
- D. Son or daughter means a biological, adopted, or foster child, a stepchild, a legal ward or child of a person standing in loco parentis, who is either under age 18 or age 18 or older and incapable of self-care because of a mental or physical disability.
- E. Persons who are in loco parentis include those with day-to-day responsibilities to care for and financially support a child, or in the case of an employee who had such responsibility for the employee when the employee was a child. A biological or legal relationship is not necessary.

## III. Eligibility

- A. The provisions of this Article shall apply to all employees in this Unit in all City departments who have been employed by the City for at least 12 months and who have worked at least 1,040 hours during the 12 months immediately preceding the beginning of the leave.
- B. Parents (including those who are domestic partners) who both work for the City may take leave under the provisions of this Article at the same time to care for a new child by birth or adoption, or foster care of a child. However, the aggregate period of time to which both are entitled is limited to the time allowed for only one employee. Spouses or domestic partners who both work for the City may take leave under the provisions of this Article at the same time to take care of a sick parent. However, the aggregate period of time to which both are entitled is limited to the time allowed for only one employee. Each employee must notify his/her employing department at the time the leave is requested of the name and department of the second family member 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 limitations described above does not apply to leave taken by one spouse or one domestic partner to care for the other who is seriously ill, or to care for a child with a serious health condition.

#### IV. Conditions

- A. The start of a family leave for a woman giving birth, may, at the employee's discretion, be at the beginning of the period of disability that a doctor certifies is necessary.
- B. The start of a family leave for adoption shall begin on a date reasonably close to the date the child is placed in the custody of the employee. Leave for adoption or foster care of a child may also be granted prior to placement if an absence from work is required.
- C. The start of a family leave for a serious health condition of a family member shall begin on the date requested by the employee.
- D. The start of a leave for the employee's own serious health condition shall begin on the date requested by the employee.
- E. A serious health condition is defined as an illness, injury, impairment, or physical or mental condition that involves:
  - 1. Any period of incapacity or treatment connected with inpatient care in a hospital, hospice, or residential medical care facility; or
  - 2. A period of incapacity requiring an absence of greater than three calendar days involving continuing treatment by or under the supervision of a health care provider; or
  - 3. Any period of incapacity (or treatment therefore) due to a chronic serious health condition; or
  - 4. A period of incapacity that is permanent or long-term due to a condition for which treatment may not be effective; or
  - 5. Any absences to receive multiple treatments (including any period of recovery therefrom) by, or on referral by, a health care provider for a condition that likely would result in incapacity or more than three consecutive days if left untreated; or
  - 6. Any period of incapacity due to pregnancy or for prenatal care.
- F. All leave granted under this Article shall normally be for a continuous period of time for each incident.

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

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

- G. If any employee requires another leave for a separate incident under the provisions of this Article during the same 12-month period, a new request must be submitted.
- H. In accordance with State law, employees may be eligible for up to four months (nine [9] pay periods) of pregnancy-disability leave in addition to the four months (nine [9] pay periods) of family or medical leave. Such leave may be taken before or after the family or medical leave, depending on the period of time that a doctor certifies the employee as unable to work due to a pregnancy-related condition.
- I. 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.
- J. An employee receiving temporary workers' compensation benefits (either IOD or the rate provided in Division IV of the California Labor Code) who meets the eligibility requirements in III.A. of this Article shall automatically be considered to be on family or medical leave, effective the first day of the employee's absence.
- K. Management has the right to verify the certification of a serious health condition by a health care provider for a leave under the provisions of this Article. Management shall allow the employee at least 15 calendar days to obtain the medical certification.
- L. Upon return from family or medical leave, an employee shall be returned to his/her original job or to an equivalent job.

## V. Notice Requirements

### A. Employee

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

### B. Management

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

## VI. Applicable Time Off

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

### A. Childbirth (Mother)

1. Accrued sick leave (100% and 75%) for the entire period of disability that a health care provider certifies is necessary (including prenatal care or the mother's inability to work prior to the birth), may be taken at the employee's discretion.
2. Accrued vacation available at the start of the leave shall be used prior to the use of time under 3, 4, 5 and 6 below.
3. Accrued 100% sick leave. The use of sick leave under this subsection is at the employee's discretion.
4. Accrued 75% sick leave, following use of all 100% sick leave. The use of sick leave under this subsection is at the employee's discretion.
5. Unpaid leave.

6. Accrued compensatory time off may be used at the employee's discretion, with management approval, after exhaustion of 100% sick leave (No. 3 above). However, FLSA compensatory time off shall not be counted against the employee's four-month (nine [9] pay period) family or medical leave entitlement. Therefore, any use of FLSA compensatory time off under this Section shall extend the employee's family or medical leave by the total amount of FLSA compensatory time off used.

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

1. Annual family illness sick leave up to twelve (12) days may be used at the employee's discretion. Such leave may be taken before or after the vacation described in 2 below.
2. Accrued vacation available at the start of the leave shall be taken. Such time must be used prior to the use of time under 3, 4, 5 and 6 below.
3. Accrued 100% sick leave. The use of sick leave under this subsection is at the employee's discretion.
4. Accrued 75% sick leave, following use of all 100% sick leave. The use of sick leave under this subsection is at the employee's discretion.
5. Unpaid leave.
6. Accrued compensatory time off may be used at the employee's discretion, with management approval, after exhaustion of 100% sick leave (No. 3 above). However, FLSA compensatory time off shall not be counted against the employee's four-month (nine [9] pay period) family or medical leave entitlement. Therefore, any use of FLSA compensatory time off under this Section shall extend the employee's family or medical leave by the total amount of FLSA compensatory time off used.

C. Personal Medical Leave

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

5. Accrued compensatory time off may be used at the employee's discretion, with management approval, after exhaustion of 100% sick leave (No. 1 above). However, FLSA compensatory time off shall not be counted against the employee's four-month (nine [9] pay period) family or medical leave entitlement. Therefore, any use of FLSA compensatory time off under this Section shall extend the employee's family or medical leave by the total amount of FLSA compensatory time off used.

## VII. Sick Leave Rate of Pay

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

## VIII. Monitoring

Management shall maintain such records as are required to monitor the usage of leave as defined in this Article. Such records are to be made available to the Association 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 and the California Family Rights Act of 1993.

## **ARTICLE 5.9 TEMPORARY DISABILITY WORKERS' COMPENSATION (IOD)**

Management agrees to continue providing Workers' Compensation benefits in accordance with Section 4.104 of the Los Angeles Administrative Code, except that salary continuation payments during absences for temporary disabilities arising from job-related injuries or illnesses shall be in an amount equal to the employee's regular biweekly, take-home pay at the time of incurring the disability condition. For the purposes of this article, take-home pay is defined as an employee's biweekly gross salary rate less the mandatory deductions for Federal and State income tax withholding, and employee retirement contributions. An employee may make adjustments in the amount of voluntary deductions while on temporary disability leave but cannot change the amount normally deducted for State and Federal income taxes.

The provisions of this article shall be applicable to disability conditions incurred on or after October 22, 1994.

## **ARTICLE 5.10 RETIREMENT BENEFITS**

### A. Benefits

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

employees hired January 1, 1983, and thereafter, the Beta Retirement Formula and a flat-rated employee retirement contribution of six percent (6%) shall be continued.

B. Procedure for Benefits Modification

Proposals for major retirement benefit modifications will be negotiated in joint meetings with the certified employee organizations whose memberships will be directly affected. Agreements reached between Management and organizations whereby a majority of the members in the Los Angeles City Employees Retirement System (LACERS) are affected shall be recommended to the City Council by the City Administrative Officer as affecting the membership of all employees in the LACERS. Such modifications need not be included in the Memorandum of Understanding in order to be considered appropriately negotiated.

Proposals for minor benefit modifications and technical changes will be considered and reported on as appropriate, but no more than once a year, in a report from the City Administrative Officer to the City Council. Affected organizations shall be given the opportunity to review the proposed minor changes prior to the release of the report, and their views shall be included in the report.

If agreement is not reached between Management and the organizations representing a majority of the members in the LACERS as to whether a particular proposal constitutes either a major or a minor modification, the proposal shall be treated as a major modification.

**ARTICLE 5.11 UNION SPONSORED, SUPPLEMENTAL INSURANCE**

Each employee in the unit will be enrolled in supplemental insurance programs designated by LIUNA.

Operative July 1, 2007, the City will forward for each employee in the Unit who is a member of the LACERS on paid status, eleven dollars and twenty cents (\$11.20) biweekly to LIUNA for distribution, by the union, to designated carriers in the necessary amounts to cover enrollment in these programs.

LIUNA agrees to indemnify and hold harmless the City against all claims, including costs of suits and reasonable attorney fees and/or other forms of liability arising from the implementation of the provisions of this Article.

**ARTICLE 5.12 HOLIDAYS AND HOLIDAY PAY**

Section I

The following days shall be treated as holidays:

1. New Year's Day (January 1)
2. Martin Luther King's Birthday (the third Monday in January)
3. Presidents' Day (the third Monday in February)

4. Cesar E. Chavez' Birthday (the last Monday in March)
5. Memorial Day (the last Monday in May)
6. Independence Day (July 4)
7. Labor Day (the first Monday in September)
8. Columbus Day (the second Monday in October)
9. Veterans Day (November 11)
10. Thanksgiving Day (the fourth Thursday in November)
11. The day after Thanksgiving Day
12. Christmas Day (December 25)
13. Any day or portion thereof declared to be a holiday by proclamation of the Mayor, and the concurrence of the City Council by resolution.
14. Two unspecified holidays.

A. When any holiday from 1 through 12 above falls on a Sunday, it shall be observed on the following Monday.

B. When any holiday from 1 through 12 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 12 above occurs during an employee's regularly scheduled work week, eight (8) hours of paid leave shall be credited for the purpose of computing overtime pay for work performed after forty (40) hours.

E. Whenever a holiday listed under 13 and/or 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. 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.

G. An employee who works in excess of: eight (8) hours on any holiday listed from 1 through 12 above; or works in excess of four (4) hours on the last working day preceding Christmas Day, or works in excess of any day or portion thereof declared to be a holiday by proclamation of the Mayor shall be paid at the rate of time and one-half (1 ½) his/her hourly rate of pay but said excess hours shall not be included when calculating the employee's work week for overtime pay purposes.

H. Holiday Premium Pay - Any FLSA non-exempt employee who works on any holiday listed above will receive eight (8) hours (or portion thereof as specified above in A.13) of holiday pay and one and one-half (1-1/2) the hourly rate for all hours worked on the observed holiday, provided the employee has (1) worked his/her

assigned shift immediately before and his/her assigned shift immediately after the holiday, or, (2) prior to such holiday Management has authorized the employee to take paid leave time off in lieu of the requirement to work said shifts. Any employee who fails to meet these requirements will be paid at the rate of one hour for each hour worked. Employees shall not receive both overtime and holiday premium pay for the same hours.

- I. 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 of A through H 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. The unspecified holidays shall be taken in accordance with the following requirements:
  - 1. Each unspecified holiday must be taken in one full normal working day increment of eight (8) hours during the calendar year in which it is credited or it will be forfeited. The request for such time off, if timely submitted by the employee, will be promptly approved by Management subject to the operating needs of the employee's department, office or bureau. If an unforeseen operating requirement prevents the employee from taking such previously-approved holiday(s), Management will reschedule the holiday(s) so that it/they may be taken on some other reasonably satisfactory date(s) within the calendar year.
  - 2. Any break in service (i.e., resignation, discharge, retirement) prior to taking the holiday shall forfeit any right thereto.
  - 3. The holiday(s) shall not be utilized to extend the date of any layoff.
  - 4. No employee shall be entitled to such unspecified holiday(s) until he/she has completed six months of service.
  - 5. Employees who work in intermittent, on call, vacation relief, or seasonal positions shall not be entitled to the unspecified holiday(s).

6. No employee shall receive more than two unspecified holidays each calendar year as provided above. 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 the DWP, and (b) employees who resign or are terminated and then rehired during the same calendar year, will not receive (an) additional unspecified holiday(s) when rehired.

M. Except in emergencies, no employee(s) assigned to a Refuse Collection crew will be required to work on any of the following holidays: New Year's Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day, but shall in lieu thereof, work the next Saturday following each such holiday at the rate of time and one-half (1 ½) his/her hourly rate of pay. Such employee shall receive a minimum of eight (8) hours pay at the said rate.

Any other Public Works crew(s) supporting such Refuse Collection crew(s) shall be compensated in accordance with the provisions of this paragraph M.

## **ARTICLE 5.13 RAIN GEAR**

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

## **ARTICLE 5.14 UNIFORMS**

Uniforms required by Management will be replaced, maintained and cleaned at the employee's expense. Management will give to each employee, in the classes listed below, an allowance for such maintenance, replacement, and cleaning of thirty dollars (\$30.00) each pay period for laundering wash and wear type uniforms, and forty dollars (\$40.00) each pay period for dry cleaning dress-type uniforms.

In the event that an appointing authority changes the type and/or style of a required uniform, said appointing authority will, subject to review and approval by the City Administrative Officer, provide an appropriate initial issue of the revised uniform to the affected employees.

|        |   |
|--------|---|
| 3187-1 | Chief Security Officer I                            |
| 3187-2 | Chief Security Officer II                           |
| 3176   | Custodian Supervisor (Airports and Zoo only)        |
| 3126   | Labor Supervisor (General Services only)            |
| 3145   | Park Maintenance Supervisor (R & P only)            |
| 3537   | Parking Services Supervisor (General Services only) |
| 4312   | Principal Animal Keeper                             |
| 3215   | Principal Detention Officer                         |
| 3210   | Principal Property Officer                          |

|        |                                  |
|--------|----------------------------------|
| 3200   | Principal Security Officer       |
| 3198   | Principal Special Officer - GSD  |
| 4316-1 | Senior Animal Control Officer I  |
| 4316-2 | Senior Animal Control Officer II |
| 4305   | Senior Animal Keeper             |
| 3212   | Senior Detention Officer         |
| 1967-1 | Senior Park Ranger I             |
| 1967-2 | Senior Park Ranger II            |
| 3529-1 | Senior Parking Attendant I       |
| 3529-2 | Senior Parking Attendant II      |
| 3209   | Senior Property Officer          |
| 3184   | Senior Security Officer          |
| 3185   | Senior Special Officer - GSD     |
| 3218-1 | Senior Traffic Supervisor I      |
| 3218-2 | Senior Traffic Supervisor II     |
| 3218-3 | Senior Traffic Supervisor III    |
| 3117-1 | Tree Surgeon Supervisor I        |
| 3117-2 | Tree Surgeon Supervisor II       |

During the term of this MOU, in the Department of Transportation, management will provide: (a) two coveralls/jumpsuits each to employees in the class and pay grade of Senior Traffic Supervisor I, Code 3218-1, who are assigned to the following details: Abandoned Vehicle, Habitual Parking Violators, or Vehicle Abatement; and (b) one bike uniform (polo style shirt, shorts (with or without pads), undershorts with pads, pants, and jacket with reflector backing) each for employees in the class and pay grade of Senior Traffic Supervisor I, II, and III who are assigned to the Bike Detail.

Each department shall develop safety shoe standards to include safety requirements, style and color consistent with operating needs and reasonable uniformity. All employees, including new hires and transfers, shall be responsible for compliance with these standards. Failure to wear approved and serviceable safety shoes while on duty may subject the employee to appropriate discipline.

Employees who are required by management to wear a specific safety-type work shoe/boot or a uniform shoe/boot and whose employing department does not already provide said shoes or boots or a cash allowance, shall receive an annual cash allowance of one hundred dollars (\$100.00) for the purchase, repair and maintenance of said shoes or boots provided they are on active payroll status each January 1 during the term of this MOU. This payment shall be made by separate check to eligible employees in each February for the term of the MOU.

## **SECTION 6.0 COMPENSATION**

### **ARTICLE 6.1 BILINGUAL DIFFERENTIAL**

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

Understanding. Such practices of additional compensation for employees required to use a language other than English shall be in accordance with Section 4.84 of the Los Angeles Administrative Code.

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

## **ARTICLE 6.2 SIGN LANGUAGE PREMIUM**

Any qualified employee who is requested by the Communications Assistance Center to utilize sign language shall receive compensation equal to the first premium level rate above the appropriate step rate of the salary range prescribed for his/her class for each business day the skill is used. Such practices of additional compensation shall be in accordance with Section 4.84.1 of the LAAC.

## **ARTICLE 6.3 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 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. Notwithstanding the provisions of Section 4.74(c) of the Los Angeles Administrative Code, employees in the classes of Senior Security Officer, Code 3184, and Principal Security Officer, Code 3200, shall receive shift differential in accordance with the provisions herein.

Notwithstanding the above, employees who, prior to July 1, 2004, were receiving this bonus when working less than 50% of their work day between the hours of 5:00 p.m. and 8:00 a.m., shall not be denied the bonus as a result of the addition of the requirement of working more than 50% of the work day between 5:00 p.m. and 8:00 a.m.

## **ARTICLE 6.4 CALL BACK PAY**

Whenever an employee is ordered by Management to return to duty at a designated work site following the termination of the employee's work shift and departure from his/her work location, the employee shall receive a minimum payment equivalent to four hours of pay at the rate of time and one-half (1 ½) his/her regular hourly rate of pay.

The following provisions shall apply to employees required to return to duty on or after the start of the payperiod following Council adoption of this MOU.

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 6.5 COURT APPEARANCES

## Section I

The following court provisions will apply to all employees in the Unit, except those in the Police Department, Senior and Principal Special Officers in the Department of General Services and Senior Park Rangers I and II.

When an employee is required to appear in the Superior or Municipal Court in and for the County of Los Angeles outside of his/her normal duty hours, but on a matter arising within the scope of his/her employment, said employee shall be entitled to receive a minimum of one hour at 1 ½ times the employee's regular rate of pay, payable in six (6) minute increments. The minimum guarantee provisions of this section will not apply to the Department of Airports or the Harbor Department, which will be governed by past practices. No compensation shall be paid for the first 45 minutes of the court's noon recess, provided, however, that no such compensation shall be allowed unless such employee is in actual attendance in court. Such compensation for court appearances may be in either time off or cash. Call-back provisions are not applicable to court appearances.

## Section II

The following court provisions shall apply only to employees in the Police Department and Senior and Principal Special Officers in the Department of General Services. These provisions apply only for the payment of overtime for court appearances outside of the normal duty hours of employees. Call-back provisions are not applicable to court appearances.

#### A. Basic Compensation

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

1. An off-duty employee shall receive a minimum of two (2) hours overtime compensation for any court day he/she is subpoenaed to be on call or required to appear.
2. An off-duty employee shall receive hour-for-hour overtime compensation for each additional hour of actual attendance in excess of the two (2) hours.

minimum provided for in Paragraph A(1) above, with the following noontime recess exceptions:

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

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

**B. Multiple Cases**

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

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

Management will attempt to adjust an employee's shift to accommodate court appearances or on-call status commencing two hours or less before or after the employee's regularly assigned shift begins or ends. If an employee's shift cannot be adjusted, the employee will be compensated as follows:

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

## **ARTICLE 6.6 JURY SERVICE**

Any employee who is duly summoned to attend any court for the purpose of performing jury service or nominated and selected to serve on the Grand Jury of Los Angeles County shall, for those days during his/her scheduled working period on which jury service is actually performed and those days necessary to qualify for jury service, be granted time off with pay in the amount of the difference between the employee's earnings and the jury fee. Fees received for jury service performed on a regular day off or a holiday may be retained by the employee. The absence of any employee for the purpose of performing jury service during his/her scheduled working period shall be deemed to be an authorized absence with pay within the meaning of Section 4.75 of the LAAC.

## **ARTICLE 6.7 DUTY AS A WITNESS**

Any employee who is served with a subpoena by a court of competent jurisdiction which compels his/her presence as a witness during his/her normal working period shall be granted time off with pay in the amount of the difference between the employee's regular earnings and any amount he/she receives for such appearance. This Article shall not be applicable to appearances where the employee is a party to the litigation or for which the employee receives compensation in excess of his/her regular earnings as an expert witness. The absence of any employee for the purpose of serving as a witness during his/her scheduled working period shall be deemed to be an authorized absence with pay within the meaning of Section 4.75 of the LAAC with pay calculated pursuant to this Article.

A court of competent jurisdiction is defined as a court within the County in which the employee resides or if outside the county of residence, the place of appearance must be within 150 miles of employee's residence.

## **ARTICLE 6.8 PAYROLL DEDUCTIONS**

LIUNA dues and such other deductions as may be properly requested and lawfully permitted will be deducted by the Controller biweekly, in twenty-four (24) increments annually from the salary of each employee in the unit who files with the Controller written authorization that such deduction(s) be taken.

Remittance of the aggregate amount of all dues and other proper deductions taken from the salaries of employees covered hereunder shall be made to LIUNA by the Controller within thirty (30) working days after the end of the month in which the deduction(s) was/were taken.

A fee of nine cents (\$.09) for the processing of each such deduction shall be assessed by the Controller.

Notwithstanding any provisions of Section 4.203 of the LAAC that may conflict:

- A. Payroll deductions which have been authorized by employees in this unit for the purpose of obtaining membership and/or benefits offered by any bargaining organization\* other than LIUNA will not be accepted by the Controller.
- B. Payroll deductions which are now being remitted to any bargaining organization\* other than LIUNA will be terminated by the Controller at the end of the first payroll period after the effective date of this Memorandum of Understanding.

LIUNA agrees to indemnify and hold harmless the City against all claims, including costs of suits and reasonable attorney's fees and/or other forms of liability arising from the implementation of the provisions of this Article.

\*For the purpose of this Article, bargaining organization means any organization of employees whose responsibility or goal is to represent employees in the City's meet and confer process.

## **ARTICLE 6.9        OVERTIME**

### Assignment of Overtime

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

### Rate and Methods of Compensation - FLSA Non-Exempt Employees

Compensation for overtime shall be for all hours worked in excess of 40 hours in a workweek including all absences with pay authorized by law. Compensation for employees in this Unit who are employed in a class or pay grade with a fifth step regular biweekly rate, without bonuses, at or below the fifth step regular biweekly rate for the class of Solid Waste Disposal Superintendent II shall be in time off at the rate of one and one-half hours for each hour of overtime worked or in cash at one and one-half times the employee's regular rate of pay, at the discretion of Management.

### Compensated Time Off

In accordance with FLSA, no employee shall lose CTO. Employees may, subject to Management discretion, be permitted to accumulate up to 80 hours of compensatory time off (CTO). An employee who has requested the use of CTO for overtime worked must be permitted by Management to use such time within a reasonable time period after making the request unless the use of the CTO within a reasonable period would "unduly disrupt"

the operations of the City department. A reasonable time period depends on the customary work practices of the work unit/section/division/department. This standard does not apply to non-FLSA overtime (i.e., overtime earned pursuant to this agreement that does not meet the FLSA definition of overtime).

On occasion, employees may accumulate hours in excess of 80 hours for a temporary period of time. If an employee does not schedule and take time off over 80 hours for overtime prior to the end of the fiscal year, management may require employees to use accumulated overtime that exceeds 80 hours prior to the end of the fiscal year; require employees to use such time in lieu of vacation or other leave time; or authorize cash payment. In the event sufficient funds are not available to provide cash compensation for all or a portion of the hours in excess of 80, Management may extend the time limit for a period not to exceed one year.

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

#### 1040/2080 Plan

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

#### Special Events

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

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

### **ARTICLE 6.10        OVERTIME MEAL ALLOWANCE**

This provision is in effect from July 1, 2007 through the end of the payperiod following Council adoption of this MOU.

Whenever an employee is held over from a scheduled work shift and is required to work more than four (4) hours on an unscheduled overtime work shift then the employee shall be paid an overtime meal allowance of \$8.50 unless management provides a meal.

Effective the start of the payperiod following Council adoption of this MOU, whenever an employee is held over from a scheduled work shift and is required to work more than four (4) hours on an unscheduled overtime work shift then the employee shall be paid an overtime meal allowance of \$10.00 unless management provides a meal.

## **ARTICLE 6.11 MILEAGE**

Any employee authorized to use his/her own vehicle, pursuant to Division 4, Chapter 5, Article 2 of the Los Angeles Administrative Code, in the performance of his/her duties, shall be reimbursed for his/her transportation expenses at the rate of forty eight and one-half cents (\$.485) for each mile traveled in any biweekly pay period. Effective January 1, 2008, this amount shall be increased to fifty and one-half cents (\$.505).

During the term of this MOU, the cents per mile reimbursement shall be increased to an amount equal to the annual standard car mileage allowance as determined by the Internal Revenue Service (IRS). 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, or on such other date as the IRS may determine.

## **ARTICLE 6.12 TRAVEL ALLOWANCE**

This provision is in effect from July 1, 2007 through the end of the payperiod following Council adoption of this MOU.

- A. Notwithstanding Section 4.222 of the LAAC, whenever an employee is required to travel directly between his/her home and place of temporary assignment, as provided in Section 4.221 of the LAAC, he/she shall receive payment at the rate of three dollars (\$3.00) for each day that such travel occurs. All other provisions of Sec. 4.220 - 4.226 of the LAAC which relate to payment for travel of certain employees from their homes to temporary job locations remain unchanged.
- B. Notwithstanding Section 4.222.1 of the LAAC, whenever an employee is required to travel from one job site to another within a work day, he/she shall receive payment at the rate of three dollars (\$3.00) for each day that such travel occurs.
- C. Where an employee qualifies under both sections A and B above, such employee shall be entitled to receive four dollars (\$4.00) per day.

The following provisions shall apply effective the start of the payperiod following Council adoption of this MOU.

- A. Notwithstanding Section 4.222 of the LAAC, whenever an employee is required to travel directly between his/her home and place of temporary assignment, as provided in Section 4.221 of the LAAC, he/she shall receive payment at the rate of four dollars (\$4.00) for each day that such travel occurs. All other provisions of Sec.

4.220 - 4.226 of the LAAC which relate to payment for travel of certain employees from their homes to temporary job locations remain unchanged.

- B. Notwithstanding Section 4.222.1 of the LAAC, whenever an employee is required to travel from one job site to another within a work day, he/she shall receive payment at the rate of four dollars (\$4.00) for each day that such travel occurs.
- C. Where an employee qualifies under both sections A and B above, such employee shall be entitled to receive six dollars (\$6.00) per day.

#### **ARTICLE 6.13      EARLY REPORT PAY**

A regularly assigned employee who is required to report earlier than his/her regularly-scheduled starting time for the convenience of his/her department, office or bureau, shall receive time and one-half his/her regular hourly rate of pay for each hour of work performed prior to his/her regularly scheduled starting time. Such compensation may be made in either cash or compensatory time off at the discretion of management.

Management maintains its authority to retain employees who are called in before the start of their regular starting time for their full, regularly scheduled shift. Hours worked prior to an employee's regularly scheduled starting time qualify the employee to receive Early Report Pay. Consistent with any department procedures, which may exist, employees may or may not be retained beyond eight hours, subject to operational needs.

In the event an employee receives Early Report Pay and is required to work his/her full regularly scheduled shift in addition to the Early Report Pay hours, the employee shall not receive overtime for working his/her full, regular shift. Prescheduled shift adjustments with at least 48 hours notice do not qualify for Early Report Pay.

#### **ARTICLE 6.14      STAND-BY PAY**

Notwithstanding any provisions of the Los Angeles Administrative Code or Departmental Personnel Ordinances which may conflict, employees covered by this MOU who are assigned stand-by duty shall receive two dollars (\$2.00) per hour for each hour on such assignment.

Management may, at its discretion, provide assigned employees with electronic paging devices ( beepers ). However, only those employees actually designated and assigned to be on stand-by, while not otherwise on duty, shall receive the prescribed hourly bonus for wearing the beeper.

In the event an employee on stand-by duty is called to return to work, said employee shall be subject to the provisions of Article 6.5 herein (Call Back Pay) and shall not receive stand-by pay while receiving call back pay.

## **ARTICLE 6.15 HIGHER LEVEL ASSIGNMENT**

**This provision is in effect from July 1, 2007 through the end of the payperiod following Council adoption of this MOU.**

An out-of-class assignment is defined as an assignment which requires the long-term performance of duties, and/or the assumption of responsibilities, substantially beyond the duties and responsibilities specified in the class specifications for the class to which the assigned employee's position is allocated.

It is the intent of Management to avoid out-of-class assignments, as herein defined. However, nothing herein shall limit Management's authority to temporarily assign employees to duties and responsibilities not specifically included in the employee's class specifications whenever emergencies or operational necessities require. Claims of out-of-class assignment shall be referred to the Civil Service Commission for final resolution and shall not be grievable.

Any employee who is temporarily assigned to duties outside of his/her class specifications shall continue to receive the rate of pay of his/her classification and/or pay grade while so assigned; provided, however, that if said assignment exceeds twenty (20) working days, Management will initiate the necessary action to fill the position at the proper level or otherwise prevent the occurrence of an out-of-class assignment

## **ARTICLE 6.16 SUPERVISION DIFFERENTIAL**

In accordance with Section 4.62.2 of the Los Angeles Administrative Code, bona fide supervisory employees in this unit whose compensation is fixed by salary range, and who supervise incumbents whose compensation is fixed by salary range, shall be paid at the appropriate step of the range with a first step which is at least two premium levels (5.5%) above the first step of the range of the highest paid subordinate; provided, however, that notwithstanding Section 4.62.2, bona fide unit supervisors whose highest paid subordinates include incumbents in the following flat-rated classes also shall be paid at a rate that is at least 5.5% above the rate of said highest paid subordinates:

|                       |           |
|-----------------------|-----------|
| Compressor Operator   | Code 3503 |
| Equipment Operator    | Code 3525 |
| Power Shovel Operator | Code 3558 |
| Rigger                | Code 3473 |
| Truck Crane Oiler     | Code 3557 |

For the purposes of this Article, "bona fide supervisory employee" is defined as a full-time, regularly assigned supervisor with full administrative and technical authority to assign, review and approve the work of his/her subordinates. The rates to be compared in determining this supervision differential shall be the maximum salary rates prescribed for the authorized and allocated classes of the bona fide supervisor and subordinate, excluding any premiums, bonuses or working condition differentials.

## **ARTICLE 6.17      TEMPORARY SUPERVISORY PAY**

**This provision is in effect from July 1, 2007 through the end of the payperiod following Council adoption of this MOU.**

### **Section I**

A. Whenever Management assigns an employee to perform the full range of duties of a higher level supervisory position in the same class series or chain of command in situations where the incumbent of the higher level position is temporarily absent, such employee shall become eligible for additional compensation upon completion of a qualifying period of 10 consecutive working days in such assignment at his/her regular rate of compensation. Paid leave time taken during a qualifying period shall extend the 10-day qualifying period by the length of the absence. All other absences shall constitute a disqualifying break in the 10-day qualifying period requirement, necessitating the initiation and completion of a new qualifying period. Pay shall begin on the 11<sup>th</sup> day of the assignment.

Each temporary supervisory assignment shall require completion of a new qualifying period each fiscal year, except when such assignment is continuous and in the same work location.

B. Whenever Management assigns an employee on a temporary basis to perform the full range of duties of a vacant higher level supervisory position in the same class series or chain of command, such employee shall become eligible for additional compensation on the first day of such assignment, provided, however, that if said assignment exceeds twenty (20) working days, Management will initiate the necessary action to fill the position at the proper level.

### **Section II**

An employee qualifying for additional compensation as stated above shall receive salary at the second premium level (5.5%) above the appropriate biweekly rate for his/her class (present for 50% or more of the work day).

### **Section III**

Management retains the right to determine whether a position is vacant or to be filled due to a temporary absence.

### **Section IV**

Any Management determination or decision pertaining to the implementation, interpretation, application, administration or cancellation of any or all the provisions of this Article 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 acting assignment in accordance with the provisions of this Article.

**The following provisions shall apply to employees assigned on or after the start of the payperiod following Council adoption of this MOU.**

**A. Absence at Higher Level Position**

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

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

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

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

### **ARTICLE 6.18 DISTURBANCE CALLS**

**The following shall apply to employees called on or after the start of the payperiod following Council adoption of this MOU:**

Whenever an employee is contacted 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 (1 ½) 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:

Any employee receiving On Call Compensation for the same day shall not be eligible to receive compensation under this Article for that day.

### **ARTICLE 6.19 SALARIES**

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

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

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

## **ADDITIONAL SALARY ADJUSTMENTS**

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

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

The above adjustments shall be included in determining salary step placement under Los Angeles Administrative Code Section 4.91.

In classes where the paygrade description provides for automatic movement to a higher paygrade level after twelve months, if the effective date of the upgrade is the same day as the effective date of an adjustment provided for in Subsection C. herein, the adjustment shall be included in determining placement on the range for the higher level paygrade.

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

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

**Note:** The salary of Tree Surgeon Supervisor I includes an additional 2.75%, which incorporates adjusted compensation for the noise provision of Note K of Schedule A of Section 4.61 of the Los Angeles Administrative Code. No other classifications and/or pay grades in this unit are eligible for such Note K adjusted compensation.

## **ARTICLE 6.20 SALARY STEP ADVANCEMENT**

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

## **FULL-TIME EMPLOYEES**

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

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

### **B. Subsequent Step Advancement**

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

### **C. Extension of Step Advancement Date – Uncompensated Hours**

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

### **D. Consecutive Appointments within a 12 Month Period**

Consecutive appointments or assignments to positions with the same top step salary rate in the 12 months (2080 hours) following an appointment or assignment shall be treated as one appointment or assignment for step advancement purposes.

### **E. Appointments to New Positions with the Same or Lower Salary Range**

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

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute this Memorandum of Understanding #12 the day, month, and year first above written.

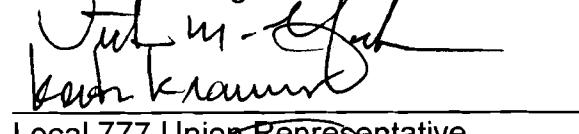
LIUNA, LOCAL 777  
SUPERVISORY BLUE COLLAR UNIT  
REPRESENTATIVES



Chapter President



Business Manager



Local 777 Union Representative



Negotiating Committee Member



Negotiating Committee Member



Negotiating Committee Member



Negotiating Committee Member



Negotiating Committee Member

CITY OF LOS ANGELES  
REPRESENTATIVES



Karen L. Sisson  
City Administrative Officer

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Department of Airports

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Animal Services Department

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El Pueblo de Los Angeles

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Fire Department

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General Services Department

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Harbor Department

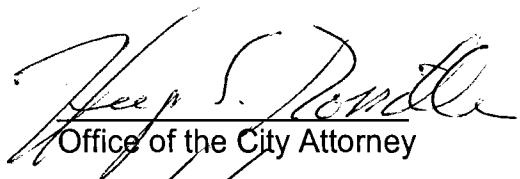
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Information Technology Agency

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Library Department

Approved as to form:

  
Office of the City Attorney  
10/6/2005  
Date

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Los Angeles Convention Center

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Police Department

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Department of Public Works

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Department of Recreation and Parks

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Department of Transportation

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Los Angeles Zoo

APPENDIX A

Operative on      July 1, 2007

| CLASS<br>CODE |   | TITLE                                     | SALARY<br>RANGE | ANNUAL RANGE   |
|---------------|---|---|-----------------|----------------|
| 3336          | 1 | Airport Maintenance Supervisor I          | 2905            | 60,656- 75,377 |
| 3336          | 2 | Airport Maintenance Supervisor II         | 3068            | 64,059- 79,595 |
| 3336          | 3 | Airport Maintenance Supervisor III        | 3156            | 65,897- 81,870 |
| 4313          |   | Animal Care Technician Supervisor         | 2004            | 41,843- 52,012 |
| 4145          |   | Asphalt Plant Supervisor                  | 3149            | 65,751- 81,703 |
| 3706          | F | Auto Body Repair Supervisor I             | 2,436.80 BW     |                |
| 3706          | G | Auto Body Repair Supervisor I             | 2,644.80 BW     |                |
| 3706          | M | Auto Body Repair Supervisor II            | 2,996.80 BW     |                |
| 3706          | 2 | Auto Body Repair Supervisor II            | 2,745.60 BW     |                |
| 3595          | 1 | Automotive Dispatcher I                   | 1774            | 37,041- 45,999 |
| 3595          | 2 | Automotive Dispatcher II                  | 2126            | 44,390- 55,165 |
| 3714          |   | Automotive Supervisor                     | 2,745.60 BW     |                |
| 3714          | 6 | Automotive Supervisor                     | 2,996.80 BW     |                |
| 3714          | A | Automotive Supervisor - Airport           | 2,826.40 BW     |                |
| 3338          |   | Building Repair Supervisor                | 3156 (3)        | 73,456- 81,870 |
| 3589          |   | Bus Operator Supervisor                   | 2389            | 49,882- 61,972 |
| 3140          |   | Camp Manager                              | 2004            | 41,843- 52,012 |
| 3182          | A | Chief Custodian Supervisor - Airport      | 2407            | 50,258- 62,452 |
| 3182          | 1 | Chief Custodian Supervisor I              | 2181            | 45,539- 56,585 |
| 3182          | 2 | Chief Custodian Supervisor II             | 2315            | 48,337- 60,051 |
| 3187          | 1 | Chief Security Officer I                  | 2413            | 50,383- 62,598 |
| 3187          | 2 | Chief Security Officer II                 | 2601            | 54,308- 67,484 |
| 3800          | 1 | Communications Cable Supervisor I         | 2715 (3)        | 63,183- 70,428 |
| 3800          | 2 | Communications Cable Supervisor II        | 2887 (3)        | 67,192- 74,876 |
| 3800          | 3 | Communications Cable Supervisor III       | 3057 (3)        | 71,138- 79,302 |
| 3543          |   | Construction Equipment Service Supervisor | 2004            | 41,843- 52,012 |
| 3176          |   | Custodian Supervisor                      | 1602            | 33,449- 41,551 |
| 3176          | A | Custodian Supervisor-Airport              | 1790            | 37,375- 46,416 |
| 4320          |   | District Supervisor - Animal Regulation   | 3327            | 69,467- 86,318 |
| 3814          |   | Electrical Conduit Supervisor             | 2181 (3)        | 50,759- 56,585 |
| 2352          |   | Equestrian Facilities Supervisor          | 2622            | 54,747- 68,006 |
| 3746          |   | Equipment Repair Supervisor               | 2,900.80 BW     |                |
| 3746          | 6 | Equipment Repair Supervisor               | 3,152.80 BW     |                |
| 3527          |   | Equipment Supervisor                      | 2985 (4)        | 73,351- 77,444 |
| 3527          | 6 | Equipment Supervisor                      | 3242 (4)        | 79,678- 84,126 |
| 3527          | H | Equipment Supervisor - Harbor             | 3062            | 63,934- 79,428 |
| 3169          | 1 | Event Supervisor I                        | 2193            | 45,789- 56,877 |
| 3169          | 2 | Event Supervisor II                       | 2389            | 49,882- 61,972 |
| 3718          |   | General Automotive Supervisor             | 3,639.20 BW     |                |
| 3178          |   | Head Custodian Supervisor                 | 1973            | 41,196- 51,177 |
| 3178          | A | Head Custodian Supervisor - Airport       | 2092            | 43,680- 54,267 |
| 3749          | 1 | Helicopter Mechanic Supervisor I          | 3,143.20 BW     |                |
| 3749          | 2 | Helicopter Mechanic Supervisor II         | 3439            | 71,806- 89,220 |
| 3126          |   | Labor Supervisor                          | 2004            | 41,843- 52,012 |
| 3126          | 6 | Labor Supervisor                          | 2180            | 45,518- 56,543 |
| 4280          | 1 | Lot Cleaning Supervisor I                 | 2971 (4)        | 73,017- 77,089 |
| 4280          | 2 | Lot Cleaning Supervisor II                | 3149 (4)        | 77,381- 81,703 |
| 3766          |   | Machinist Supervisor                      | 2,960.00 BW     |                |
| 3766          | H | Machinist Supervisor - Harbor             | 3524            | 73,581- 91,392 |
| 3766          | 1 | Machinist Supervisor I                    | 2,637.60 BW     |                |

APPENDIX A

Operative on      July 1, 2007

| CLASS<br>CODE |   | TITLE                                    | SALARY<br>RANGE | ANNUAL RANGE    |
|---------------|---|--|-----------------|-----------------|
| 3766          | 2 | Machinist Supervisor II                  | 2,960.00 BW     |                 |
| 3145          |   | Park Maintenance Supervisor              | 2248            | 46,938- 58,297  |
| 3145          | 6 | Park Maintenance Supervisor              | 2309            | 48,211- 59,926  |
| 3145          | A | Park Maintenance Supervisor - Airport    | 2248            | 46,938- 58,297  |
| 9170          | 1 | Parking Manager I                        | 3076            | 64,226- 79,803  |
| 9170          | 2 | Parking Manager II                       | 3560            | 74,332- 92,352  |
| 3757          | 1 | Parking Meter Technician Supervisor I    | 2310            | 48,232- 59,946  |
| 3757          | 2 | Parking Meter Technician Supervisor II   | 2492            | 52,032- 64,665  |
| 3537          |   | Parking Services Supervisor              | 2126            | 44,390- 55,165  |
| 3710          | 1 | Police Fleet Services Supervisor I       | 2,452.80 BW     |                 |
| 3710          | 2 | Police Fleet Services Supervisor II      | 2,900.80 BW     |                 |
| 4312          |   | Principal Animal Keeper                  | 2335            | 48,754- 60,552  |
| 3215          |   | Principal Detention Officer              | 2616            | 54,622- 67,881  |
| 3210          |   | Principal Property Officer               | 2543            | 53,097- 65,981  |
| 3200          |   | Principal Security Officer               | 2181            | 45,539- 56,585  |
| 3198          |   | Principal Special Officer - GSD          | 3806            | 79,469- 98,742  |
| 1839          |   | Principal Storekeeper                    | 3065            | 63,997- 79,490  |
| 1496          |   | Printing Services Supervisor             | 3156            | 65,897- 81,870  |
| 4101          |   | Refuse Collection Supervisor             | 3182            | 66,440- 82,539  |
| 4100          |   | Refuse Field Crew Instructor             | 2673            | 55,812- 69,322  |
| 4316          | 1 | Senior Animal Control Officer I          | 2237            | 46,708- 58,046  |
| 4316          | 2 | Senior Animal Control Officer II         | 2470            | 51,573- 64,060  |
| 4305          |   | Senior Animal Keeper                     | 2150            | 44,892- 55,791  |
| 3716          |   | Senior Automotive Supervisor             | 3,164.80 BW     |                 |
| 3716          | 6 | Senior Automotive Supervisor             | 3,433.60 BW     |                 |
| 3212          |   | Senior Detention Officer                 | 2271            | 47,418- 58,923  |
| 3533          |   | Senior Garage Attendant                  | 1776            | 37,082- 46,082  |
| 1967          | 1 | Senior Park Ranger I                     | 2557            | 53,390- 66,357  |
| 1967          | 2 | Senior Park Ranger II                    | 2829            | 59,069- 73,414  |
| 3529          | 1 | Senior Parking Attendant I               | 1592            | 33,240- 41,301  |
| 3529          | 2 | Senior Parking Attendant II              | 1783            | 37,229- 46,249  |
| 3209          |   | Senior Property Officer                  | 2263            | 47,251- 58,694  |
| 3184          |   | Senior Security Officer                  | 1953            | 40,778- 50,655  |
| 3185          |   | Senior Special Officer - GSD             | 3223            | 67,296- 83,604  |
| 1837          |   | Senior Storekeeper                       | 2306            | 48,149- 59,821  |
| 1837          | M | Senior Storekeeper                       | 2500            | 52,200- 64,832  |
| 3429          |   | Senior Traffic Paint & Sign Supervisor   | 2669            | 55,728- 69,238  |
| 3218          | 1 | Senior Traffic Supervisor I              | 2310            | 48,232- 59,946  |
| 3218          | 2 | Senior Traffic Supervisor II             | 2590            | 54,079- 67,171  |
| 3218          | 3 | Senior Traffic Supervisor III            | 2906            | 60,677- 75,398  |
| 4102          |   | Solid Resources Superintendent           | 3873            | 80,868- 100,475 |
| 4108          | 1 | Solid Waste Disposal Superintendent I    | 3544            | 73,998- 91,956  |
| 4108          | 2 | Solid Waste Disposal Superintendent II   | 3873            | 80,868- 100,475 |
| 1866          |   | Stores Supervisor                        | 3649            | 76,191- 94,649  |
| 4152          | 1 | Street Services Supervisor I             | 2971 (4)        | 73,017- 77,089  |
| 4152          | 2 | Street Services Supervisor II            | 3149 (4)        | 77,381- 81,703  |
| 3732          |   | Tire Repair Supervisor                   | 1953 (3)        | 45,456- 50,655  |
| 3732          | 6 | Tire Repair Supervisor                   | 2115 (3)        | 49,235- 54,873  |
| 3430          | 1 | Traffic Marking & Sign Superintendent I  | 2485            | 51,886- 64,457  |
| 3430          | 2 | Traffic Marking & Sign Superintendent II | 2965            | 61,909- 76,922  |

APPENDIX A

Operative on July 1, 2007

| CLASS<br>CODE |   | TITLE                                     | SALARY<br>RANGE | ANNUAL RANGE |        |
|---------------|---|---|-----------------|--------------|--------|
| 3430          | 3 | Traffic Marking & Sign Superintendent III | 3407            | 71,138-      | 88,406 |
| 3117          | 1 | Tree Surgeon Supervisor I                 | 2599            | 54,267-      | 67,442 |
| 3117          | 2 | Tree Surgeon Supervisor II                | 3101            | 64,748-      | 80,472 |
| 4113          |   | Wastewater Collection Supervisor          | 2971            | 62,034-      | 77,089 |
| 3798          |   | Welder Supervisor                         | 2,960.00 BW     |              |        |
| 3798          | 1 | Welder Supervisor I                       | 2,709.60 BW     |              |        |
| 3798          | 2 | Welder Supervisor II                      | 2,960.00 BW     |              |        |
| 3177          |   | Window Cleaner Supervisor                 | 1953            | 40,778-      | 50,655 |
| 3177          | A | Window Cleaner Supervisor - Airport       | 2139            | 44,662-      | 55,478 |

APPENDIX B

Operative on      January 1, 2008

| CLASS<br>CODE |   | TITLE                                     | SALARY<br>RANGE | ANNUAL RANGE |        |
|---------------|---|---|-----------------|--------------|--------|
| 3336          | 1 | Airport Maintenance Supervisor I          | 2965            | 61,909-      | 76,922 |
| 3336          | 2 | Airport Maintenance Supervisor II         | 3130            | 65,354-      | 81,202 |
| 3336          | 3 | Airport Maintenance Supervisor III        | 3220            | 67,233-      | 83,541 |
| 4313          |   | Animal Care Technician Supervisor         | 2046            | 42,720-      | 53,056 |
| 4145          |   | Asphalt Plant Supervisor                  | 3212            | 67,066-      | 83,332 |
| 3706          | F | Auto Body Repair Supervisor I             | 2,485.60 BW     |              |        |
| 3706          | G | Auto Body Repair Supervisor I             | 2,697.60 BW     |              |        |
| 3706          | M | Auto Body Repair Supervisor II            | 3,056.80 BW     |              |        |
| 3706          | 2 | Auto Body Repair Supervisor II            | 2,800.80 BW     |              |        |
| 3595          | 1 | Automotive Dispatcher I                   | 1809            | 37,771-      | 46,917 |
| 3595          | 2 | Automotive Dispatcher II                  | 2169            | 45,288-      | 56,272 |
| 3714          |   | Automotive Supervisor                     | 2,800.80 BW     |              |        |
| 3714          | 6 | Automotive Supervisor                     | 3,056.80 BW     |              |        |
| 3714          | A | Automotive Supervisor - Airport           | 2,883.20 BW     |              |        |
| 3338          |   | Building Repair Supervisor                | 3220 (3)        | 74,959-      | 83,541 |
| 3589          |   | Bus Operator Supervisor                   | 2437            | 50,884-      | 63,204 |
| 3140          |   | Camp Manager                              | 2046            | 42,720-      | 53,056 |
| 3182          | A | Chief Custodian Supervisor - Airport      | 2455            | 51,260-      | 63,705 |
| 3182          | 1 | Chief Custodian Supervisor I              | 2225            | 46,458-      | 57,712 |
| 3182          | 2 | Chief Custodian Supervisor II             | 2361            | 49,297-      | 61,262 |
| 3187          | 1 | Chief Security Officer I                  | 2462            | 51,406-      | 63,872 |
| 3187          | 2 | Chief Security Officer II                 | 2654            | 55,415-      | 68,841 |
| 3800          | 1 | Communications Cable Supervisor I         | 2769 (3)        | 64,436-      | 71,827 |
| 3800          | 2 | Communications Cable Supervisor II        | 2945 (3)        | 68,528-      | 76,379 |
| 3800          | 3 | Communications Cable Supervisor III       | 3118 (3)        | 72,579-      | 80,910 |
| 3543          |   | Construction Equipment Service Supervisor | 2046            | 42,720-      | 53,056 |
| 3176          |   | Custodian Supervisor                      | 1634            | 34,117-      | 42,386 |
| 3176          | A | Custodian Supervisor-Airport              | 1825            | 38,106-      | 47,335 |
| 4320          |   | District Supervisor - Animal Regulation   | 3394            | 70,866-      | 88,051 |
| 3814          |   | Electrical Conduit Supervisor             | 2225 (3)        | 51,782-      | 57,712 |
| 2352          |   | Equestrian Facilities Supervisor          | 2675            | 55,854-      | 69,363 |
| 3746          |   | Equipment Repair Supervisor               | 2,959.20 BW     |              |        |
| 3746          | 6 | Equipment Repair Supervisor               | 3,216.00 BW     |              |        |
| 3527          |   | Equipment Supervisor                      | 3045 (4)        | 74,813-      | 78,989 |
| 3527          | 6 | Equipment Supervisor                      | 3308 (4)        | 81,286-      | 85,817 |
| 3527          | H | Equipment Supervisor - Harbor             | 3123            | 65,208-      | 81,014 |
| 3169          | 1 | Event Supervisor I                        | 2235            | 46,666-      | 58,005 |
| 3169          | 2 | Event Supervisor II                       | 2437            | 50,884-      | 63,204 |
| 3718          |   | General Automotive Supervisor             | 3,712.00 BW     |              |        |
| 3178          |   | Head Custodian Supervisor                 | 2013            | 42,031-      | 52,200 |
| 3178          | A | Head Custodian Supervisor - Airport       | 2133            | 44,537-      | 55,353 |
| 3749          | 1 | Helicopter Mechanic Supervisor I          | 3,206.40 BW     |              |        |
| 3749          | 2 | Helicopter Mechanic Supervisor II         | 3508            | 73,247-      | 91,016 |
| 3126          |   | Labor Supervisor                          | 2046            | 42,720-      | 53,056 |
| 3126          | 6 | Labor Supervisor                          | 2223            | 46,416-      | 57,671 |
| 4280          | 1 | Lot Cleaning Supervisor I                 | 3032 (4)        | 74,479-      | 78,634 |
| 4280          | 2 | Lot Cleaning Supervisor II                | 3212 (4)        | 78,926-      | 83,332 |
| 3766          |   | Machinist Supervisor                      | 3,019.20 BW     |              |        |
| 3766          | H | Machinist Supervisor - Harbor             | 3594            | 75,042-      | 93,229 |
| 3766          | 1 | Machinist Supervisor I                    | 2,690.40 BW     |              |        |

## APPENDIX B

Operative on January 1, 2008

| CLASS<br>CODE |   | TITLE                                    | SALARY<br>RANGE | ANNUAL RANGE    |
|---------------|---|--|-----------------|-----------------|
| 3766          | 2 | Machinist Supervisor II                  | 3,019.20 BW     |                 |
| 3145          |   | Park Maintenance Supervisor              | 2293            | 47,877- 59,487  |
| 3145          | 6 | Park Maintenance Supervisor              | 2356            | 49,193- 61,116  |
| 3145          | A | Park Maintenance Supervisor - Airport    | 2293            | 47,877- 59,487  |
| 9170          | 1 | Parking Manager I                        | 3137            | 65,500- 81,390  |
| 9170          | 2 | Parking Manager II                       | 3631            | 75,815- 94,190  |
| 3757          | 1 | Parking Meter Technician Supervisor I    | 2357            | 49,214- 61,137  |
| 3757          | 2 | Parking Meter Technician Supervisor II   | 2542            | 53,076- 65,960  |
| 3537          |   | Parking Services Supervisor              | 2169            | 45,288- 56,272  |
| 3710          | 1 | Police Fleet Services Supervisor I       | 2,501.60 BW     |                 |
| 3710          | 2 | Police Fleet Services Supervisor II      | 2,959.20 BW     |                 |
| 4312          |   | Principal Animal Keeper                  | 2381            | 49,715- 61,763  |
| 3215          |   | Principal Detention Officer              | 2669            | 55,728- 69,238  |
| 3210          |   | Principal Property Officer               | 2594            | 54,162- 67,296  |
| 3200          |   | Principal Security Officer               | 2225            | 46,458- 57,712  |
| 3198          |   | Principal Special Officer - GSD          | 3883            | 81,077- 100,746 |
| 1839          |   | Principal Storekeeper                    | 3126            | 65,270- 81,077  |
| 1496          |   | Printing Services Supervisor             | 3220            | 67,233- 83,541  |
| 4101          |   | Refuse Collection Supervisor             | 3245            | 67,755- 84,188  |
| 4100          |   | Refuse Field Crew Instructor             | 2726            | 56,918- 70,700  |
| 4316          | 1 | Senior Animal Control Officer I          | 2283            | 47,669- 59,216  |
| 4316          | 2 | Senior Animal Control Officer II         | 2519            | 52,596- 65,334  |
| 4305          |   | Senior Animal Keeper                     | 2194            | 45,810- 56,898  |
| 3716          |   | Senior Automotive Supervisor             | 3,228.00 BW     |                 |
| 3716          | 6 | Senior Automotive Supervisor             | 3,502.40 BW     |                 |
| 3212          |   | Senior Detention Officer                 | 2317            | 48,378- 60,093  |
| 3533          |   | Senior Garage Attendant                  | 1811            | 37,813- 47,001  |
| 1967          | 1 | Senior Park Ranger I                     | 2610            | 54,496- 67,714  |
| 1967          | 2 | Senior Park Ranger II                    | 2887            | 60,280- 74,876  |
| 3529          | 1 | Senior Parking Attendant I               | 1624            | 33,909- 42,157  |
| 3529          | 2 | Senior Parking Attendant II              | 1819            | 37,980- 47,168  |
| 3209          |   | Senior Property Officer                  | 2308            | 48,191- 59,863  |
| 3184          |   | Senior Security Officer                  | 1992            | 41,592- 51,678  |
| 3185          |   | Senior Special Officer - GSD             | 3288            | 68,653- 85,295  |
| 1837          |   | Senior Storekeeper                       | 2353            | 49,130- 61,011  |
| 1837          | M | Senior Storekeeper                       | 2550            | 53,244- 66,127  |
| 3429          |   | Senior Traffic Paint & Sign Supervisor   | 2722            | 56,835- 70,616  |
| 3218          | 1 | Senior Traffic Supervisor I              | 2357            | 49,214- 61,137  |
| 3218          | 2 | Senior Traffic Supervisor II             | 2642            | 55,164- 68,528  |
| 3218          | 3 | Senior Traffic Supervisor III            | 2965            | 61,909- 76,922  |
| 4102          |   | Solid Resources Superintendent           | 3951            | 82,496- 102,500 |
| 4108          | 1 | Solid Waste Disposal Superintendent I    | 3615            | 75,481- 93,793  |
| 4108          | 2 | Solid Waste Disposal Superintendent II   | 3951            | 82,496- 102,500 |
| 1866          |   | Stores Supervisor                        | 3722            | 77,715- 96,549  |
| 4152          | 1 | Street Services Supervisor I             | 3032 (4)        | 74,479- 78,634  |
| 4152          | 2 | Street Services Supervisor II            | 3212 (4)        | 78,926- 83,332  |
| 3732          |   | Tire Repair Supervisor                   | 1992 (3)        | 46,354- 51,678  |
| 3732          | 6 | Tire Repair Supervisor                   | 2158 (3)        | 50,216- 55,979  |
| 3430          | 1 | Traffic Marking & Sign Superintendent I  | 2535            | 52,930- 65,751  |
| 3430          | 2 | Traffic Marking & Sign Superintendent II | 3025            | 63,162- 78,467  |

APPENDIX B

Operative on      January 1, 2008

| CLASS<br>CODE |   | TITLE                                     | SALARY<br>RANGE | ANNUAL RANGE |        |
|---------------|---|---|-----------------|--------------|--------|
| 3430          | 3 | Traffic Marking & Sign Superintendent III | 3476            | 72,578-      | 90,181 |
| 3117          | 1 | Tree Surgeon Supervisor I                 | 2652            | 55,373-      | 68,800 |
| 3117          | 2 | Tree Surgeon Supervisor II                | 3164            | 66,064-      | 82,079 |
| 4113          |   | Wastewater Collection Supervisor          | 3032            | 63,308-      | 78,634 |
| 3798          |   | Welder Supervisor                         | 3,019.20 BW     |              |        |
| 3798          | 1 | Welder Supervisor I                       | 2,764.00 BW     |              |        |
| 3798          | 2 | Welder Supervisor II                      | 3,019.20 BW     |              |        |
| 3177          |   | Window Cleaner Supervisor                 | 1992            | 41,592-      | 51,678 |
| 3177          | A | Window Cleaner Supervisor - Airport       | 2181            | 45,539-      | 56,585 |

APPENDIX C

Operative on      July 1, 2008

| CLASS<br>CODE |   | TITLE                                     | SALARY<br>RANGE | ANNUAL RANGE   |
|---------------|---|---|-----------------|----------------|
| 3336          | 1 | Airport Maintenance Supervisor I          | 3055            | 63,788- 79,240 |
| 3336          | 2 | Airport Maintenance Supervisor II         | 3224            | 67,317- 83,645 |
| 3336          | 3 | Airport Maintenance Supervisor III        | 3317            | 69,258- 86,046 |
| 4313          |   | Animal Care Technician Supervisor         | 2107            | 43,994- 54,643 |
| 4145          |   | Asphalt Plant Supervisor                  | 3309            | 69,091- 85,838 |
| 3706          | F | Auto Body Repair Supervisor I             | 2,560.00 BW     |                |
| 3706          | G | Auto Body Repair Supervisor I             | 2,778.40 BW     |                |
| 3706          | M | Auto Body Repair Supervisor II            | 3,148.80 BW     |                |
| 3706          | 2 | Auto Body Repair Supervisor II            | 2,884.80 BW     |                |
| 3595          | 1 | Automotive Dispatcher I                   | 1862            | 38,878- 48,316 |
| 3595          | 2 | Automotive Dispatcher II                  | 2234            | 46,645- 57,984 |
| 3714          |   | Automotive Supervisor                     | 2,884.80 BW     |                |
| 3714          | 6 | Automotive Supervisor                     | 3,148.80 BW     |                |
| 3714          | A | Automotive Supervisor - Airport           | 2,969.60 BW     |                |
| 3338          |   | Building Repair Supervisor                | 3317 (3)        | 77,193- 86,046 |
| 3589          |   | Bus Operator Supervisor                   | 2509            | 52,387- 65,104 |
| 3140          |   | Camp Manager                              | 2107            | 43,994- 54,643 |
| 3182          | A | Chief Custodian Supervisor - Airport      | 2530            | 52,826- 65,626 |
| 3182          | 1 | Chief Custodian Supervisor I              | 2292            | 47,856- 59,445 |
| 3182          | 2 | Chief Custodian Supervisor II             | 2432            | 50,780- 63,099 |
| 3187          | 1 | Chief Security Officer I                  | 2537            | 52,972- 65,793 |
| 3187          | 2 | Chief Security Officer II                 | 2734            | 57,085- 70,908 |
| 3800          | 1 | Communications Cable Supervisor I         | 2852 (3)        | 66,378- 73,978 |
| 3800          | 2 | Communications Cable Supervisor II        | 3033 (3)        | 70,595- 78,697 |
| 3800          | 3 | Communications Cable Supervisor III       | 3212 (3)        | 74,750- 83,332 |
| 3543          |   | Construction Equipment Service Supervisor | 2107            | 43,994- 54,643 |
| 3176          |   | Custodian Supervisor                      | 1683            | 35,141- 43,660 |
| 3176          | A | Custodian Supervisor-Airport              | 1879            | 39,233- 48,755 |
| 4320          |   | District Supervisor - Animal Regulation   | 3497            | 73,017- 90,703 |
| 3814          |   | Electrical Conduit Supervisor             | 2292 (3)        | 53,348- 59,445 |
| 2352          |   | Equestrian Facilities Supervisor          | 2754            | 57,503- 71,451 |
| 3746          |   | Equipment Repair Supervisor               | 3,048.00 BW     |                |
| 3746          | 6 | Equipment Repair Supervisor               | 3,312.80 BW     |                |
| 3527          |   | Equipment Supervisor                      | 3135 (4)        | 77,047- 81,348 |
| 3527          | 6 | Equipment Supervisor                      | 3407 (4)        | 83,729- 88,406 |
| 3527          | H | Equipment Supervisor - Harbor             | 3217            | 67,170- 83,436 |
| 3169          | 1 | Event Supervisor I                        | 2303            | 48,086- 59,738 |
| 3169          | 2 | Event Supervisor II                       | 2509            | 52,387- 65,104 |
| 3718          |   | General Automotive Supervisor             | 3,823.20 BW     |                |
| 3178          |   | Head Custodian Supervisor                 | 2072            | 43,263- 53,766 |
| 3178          | A | Head Custodian Supervisor - Airport       | 2198            | 45,894- 57,023 |
| 3749          | 1 | Helicopter Mechanic Supervisor I          | 3,302.40 BW     |                |
| 3749          | 2 | Helicopter Mechanic Supervisor II         | 3614            | 75,460- 93,772 |
| 3126          |   | Labor Supervisor                          | 2107            | 43,994- 54,643 |
| 3126          | 6 | Labor Supervisor                          | 2290            | 47,815- 59,404 |
| 4280          | 1 | Lot Cleaning Supervisor I                 | 3122 (4)        | 76,713- 80,994 |
| 4280          | 2 | Lot Cleaning Supervisor II                | 3309 (4)        | 81,307- 85,838 |
| 3766          |   | Machinist Supervisor                      | 3,109.60 BW     |                |
| 3766          | H | Machinist Supervisor - Harbor             | 3702            | 77,297- 96,027 |
| 3766          | 1 | Machinist Supervisor I                    | 2,771.20 BW     |                |

APPENDIX C

Operative on      July 1, 2008

| CLASS<br>CODE |   | TITLE                                    | SALARY<br>RANGE | ANNUAL RANGE    |
|---------------|---|--|-----------------|-----------------|
| 3766          | 2 | Machinist Supervisor II                  | 3,109.60 BW     |                 |
| 3145          |   | Park Maintenance Supervisor              | 2361            | 49,297- 61,262  |
| 3145          | 6 | Park Maintenance Supervisor              | 2427            | 50,675- 62,953  |
| 3145          | A | Park Maintenance Supervisor - Airport    | 2361            | 49,297- 61,262  |
| 9170          | 1 | Parking Manager I                        | 3232            | 67,484- 83,833  |
| 9170          | 2 | Parking Manager II                       | 3740            | 78,091- 97,008  |
| 3757          | 1 | Parking Meter Technician Supervisor I    | 2428            | 50,696- 62,974  |
| 3757          | 2 | Parking Meter Technician Supervisor II   | 2619            | 54,684- 67,944  |
| 3537          |   | Parking Services Supervisor              | 2234            | 46,645- 57,984  |
| 3710          | 1 | Police Fleet Services Supervisor I       | 2,576.80 BW     |                 |
| 3710          | 2 | Police Fleet Services Supervisor II      | 3,048.00 BW     |                 |
| 4312          |   | Principal Animal Keeper                  | 2453            | 51,218- 63,621  |
| 3215          |   | Principal Detention Officer              | 2749            | 57,399- 71,305  |
| 3210          |   | Principal Property Officer               | 2673            | 55,812- 69,322  |
| 3200          |   | Principal Security Officer               | 2292            | 47,856- 59,445  |
| 3198          |   | Principal Special Officer - GSD          | 4001            | 83,540- 103,815 |
| 1839          |   | Principal Storekeeper                    | 3220            | 67,233- 83,541  |
| 1496          |   | Printing Services Supervisor             | 3317            | 69,258- 86,046  |
| 4101          |   | Refuse Collection Supervisor             | 3343            | 69,801- 86,715  |
| 4100          |   | Refuse Field Crew Instructor             | 2808            | 58,631- 72,850  |
| 4316          | 1 | Senior Animal Control Officer I          | 2352            | 49,109- 60,990  |
| 4316          | 2 | Senior Animal Control Officer II         | 2594            | 54,162- 67,296  |
| 4305          |   | Senior Animal Keeper                     | 2260            | 47,188- 58,610  |
| 3716          |   | Senior Automotive Supervisor             | 3,324.80 BW     |                 |
| 3716          | 6 | Senior Automotive Supervisor             | 3,607.20 BW     |                 |
| 3212          |   | Senior Detention Officer                 | 2386            | 49,819- 61,888  |
| 3533          |   | Senior Garage Attendant                  | 1867            | 38,982- 48,421  |
| 1967          | 1 | Senior Park Ranger I                     | 2689            | 56,146- 69,739  |
| 1967          | 2 | Senior Park Ranger II                    | 2973            | 62,076- 77,131  |
| 3529          | 1 | Senior Parking Attendant I               | 1674            | 34,953- 43,430  |
| 3529          | 2 | Senior Parking Attendant II              | 1874            | 39,129- 48,588  |
| 3209          |   | Senior Property Officer                  | 2377            | 49,631- 61,680  |
| 3184          |   | Senior Security Officer                  | 2052            | 42,845- 53,244  |
| 3185          |   | Senior Special Officer - GSD             | 3388            | 70,741- 87,884  |
| 1837          |   | Senior Storekeeper                       | 2422            | 50,571- 62,849  |
| 1837          | M | Senior Storekeeper                       | 2626            | 54,830- 68,111  |
| 3429          |   | Senior Traffic Paint & Sign Supervisor   | 2804            | 58,547- 72,725  |
| 3218          | 1 | Senior Traffic Supervisor I              | 2428            | 50,696- 62,974  |
| 3218          | 2 | Senior Traffic Supervisor II             | 2721            | 56,814- 70,595  |
| 3218          | 3 | Senior Traffic Supervisor III            | 3055            | 63,788- 79,240  |
| 4102          |   | Solid Resources Superintendent           | 4069            | 84,960- 105,569 |
| 4108          | 1 | Solid Waste Disposal Superintendent I    | 3725            | 77,778- 96,612  |
| 4108          | 2 | Solid Waste Disposal Superintendent II   | 4069            | 84,960- 105,569 |
| 1866          |   | Stores Supervisor                        | 3833            | 80,033- 99,451  |
| 4152          | 1 | Street Services Supervisor I             | 3122 (4)        | 76,713- 80,994  |
| 4152          | 2 | Street Services Supervisor II            | 3309 (4)        | 81,307- 85,838  |
| 3732          |   | Tire Repair Supervisor                   | 2052 (3)        | 47,753- 53,244  |
| 3732          | 6 | Tire Repair Supervisor                   | 2222 (3)        | 51,720- 57,650  |
| 3430          | 1 | Traffic Marking & Sign Superintendent I  | 2610            | 54,496- 67,714  |
| 3430          | 2 | Traffic Marking & Sign Superintendent II | 3116            | 65,062- 80,826  |

APPENDIX C

Operative on July 1, 2008

| CLASS<br>CODE |   | TITLE                                     | SALARY<br>RANGE | ANNUAL RANGE |        |
|---------------|---|---|-----------------|--------------|--------|
| 3430          | 3 | Traffic Marking & Sign Superintendent III | 3580            | 74,750-      | 92,895 |
| 3117          | 1 | Tree Surgeon Supervisor I                 | 2732            | 57,044-      | 70,867 |
| 3117          | 2 | Tree Surgeon Supervisor II                | 3258            | 68,027-      | 84,543 |
| 4113          |   | Wastewater Collection Supervisor          | 3122            | 65,187-      | 80,994 |
| 3798          |   | Welder Supervisor                         | 3,109.60 BW     |              |        |
| 3798          | 1 | Welder Supervisor I                       | 2,847.20 BW     |              |        |
| 3798          | 2 | Welder Supervisor II                      | 3,109.60 BW     |              |        |
| 3177          |   | Window Cleaner Supervisor                 | 2052            | 42,845-      | 53,244 |
| 3177          | A | Window Cleaner Supervisor - Airport       | 2247            | 46,917-      | 58,276 |

APPENDIX D

Operative on      July 1, 2009

| CLASS<br>CODE |   | TITLE                                     | SALARY<br>RANGE | ANNUAL RANGE   |
|---------------|---|---|-----------------|----------------|
| 3336          | 1 | Airport Maintenance Supervisor I          | 3147            | 65,709- 81,620 |
| 3336          | 2 | Airport Maintenance Supervisor II         | 3322            | 69,363- 86,172 |
| 3336          | 3 | Airport Maintenance Supervisor III        | 3417            | 71,346- 88,636 |
| 4313          |   | Animal Care Technician Supervisor         | 2170            | 45,309- 56,292 |
| 4145          |   | Asphalt Plant Supervisor                  | 3407            | 71,138- 88,406 |
| 3706          | F | Auto Body Repair Supervisor I             | 2,636.80 BW     |                |
| 3706          | G | Auto Body Repair Supervisor I             | 2,861.60 BW     |                |
| 3706          | M | Auto Body Repair Supervisor II            | 3,243.20 BW     |                |
| 3706          | 2 | Auto Body Repair Supervisor II            | 2,971.20 BW     |                |
| 3595          | 1 | Automotive Dispatcher I                   | 1918            | 40,047- 49,757 |
| 3595          | 2 | Automotive Dispatcher II                  | 2303            | 48,086- 59,738 |
| 3714          |   | Automotive Supervisor                     | 2,971.20 BW     |                |
| 3714          | 6 | Automotive Supervisor                     | 3,243.20 BW     |                |
| 3714          | A | Automotive Supervisor - Airport           | 3,058.40 BW     |                |
| 3338          |   | Building Repair Supervisor                | 3417 (3)        | 79,532- 88,636 |
| 3589          |   | Bus Operator Supervisor                   | 2585            | 53,974- 67,067 |
| 3140          |   | Camp Manager                              | 2170            | 45,309- 56,292 |
| 3182          | A | Chief Custodian Supervisor - Airport      | 2606            | 54,413- 67,589 |
| 3182          | 1 | Chief Custodian Supervisor I              | 2359            | 49,255- 61,220 |
| 3182          | 2 | Chief Custodian Supervisor II             | 2506            | 52,325- 65,020 |
| 3187          | 1 | Chief Security Officer I                  | 2613            | 54,559- 67,776 |
| 3187          | 2 | Chief Security Officer II                 | 2815            | 58,777- 73,038 |
| 3800          | 1 | Communications Cable Supervisor I         | 2937 (3)        | 68,361- 76,212 |
| 3800          | 2 | Communications Cable Supervisor II        | 3125 (3)        | 72,725- 81,056 |
| 3800          | 3 | Communications Cable Supervisor III       | 3309 (3)        | 77,005- 85,838 |
| 3543          |   | Construction Equipment Service Supervisor | 2170            | 45,309- 56,292 |
| 3176          |   | Custodian Supervisor                      | 1733            | 36,185- 44,976 |
| 3176          | A | Custodian Supervisor-Airport              | 1936            | 40,423- 50,216 |
| 4320          |   | District Supervisor - Animal Regulation   | 3601            | 75,188- 93,417 |
| 3814          |   | Electrical Conduit Supervisor             | 2359 (3)        | 54,914- 61,220 |
| 2352          |   | Equestrian Facilities Supervisor          | 2838            | 59,257- 73,602 |
| 3746          |   | Equipment Repair Supervisor               | 3,139.20 BW     |                |
| 3746          | 6 | Equipment Repair Supervisor               | 3,412.00 BW     |                |
| 3527          |   | Equipment Supervisor                      | 3230 (4)        | 79,365- 83,791 |
| 3527          | 6 | Equipment Supervisor                      | 3510 (4)        | 86,255- 91,058 |
| 3527          | H | Equipment Supervisor - Harbor             | 3313            | 69,175- 85,942 |
| 3169          | 1 | Event Supervisor I                        | 2372            | 49,527- 61,533 |
| 3169          | 2 | Event Supervisor II                       | 2585            | 53,974- 67,067 |
| 3718          |   | General Automotive Supervisor             | 3,937.60 BW     |                |
| 3178          |   | Head Custodian Supervisor                 | 2134            | 44,557- 55,374 |
| 3178          | A | Head Custodian Supervisor - Airport       | 2264            | 47,272- 58,735 |
| 3749          | 1 | Helicopter Mechanic Supervisor I          | 3,401.60 BW     |                |
| 3749          | 2 | Helicopter Mechanic Supervisor II         | 3724            | 77,757- 96,591 |
| 3126          |   | Labor Supervisor                          | 2170            | 45,309- 56,292 |
| 3126          | 6 | Labor Supervisor                          | 2358            | 49,235- 61,178 |
| 4280          | 1 | Lot Cleaning Supervisor I                 | 3216 (4)        | 79,010- 83,416 |
| 4280          | 2 | Lot Cleaning Supervisor II                | 3407 (4)        | 83,729- 88,406 |
| 3766          |   | Machinist Supervisor                      | 3,203.20 BW     |                |
| 3766          | H | Machinist Supervisor - Harbor             | 3813            | 79,615- 98,909 |
| 3766          | 1 | Machinist Supervisor I                    | 2,854.40 BW     |                |

APPENDIX D

Operative on July 1, 2009

| CLASS<br>CODE |   | TITLE                                    | SALARY<br>RANGE | ANNUAL RANGE    |
|---------------|---|--|-----------------|-----------------|
| 3766          | 2 | Machinist Supervisor II                  | 3,203.20 BW     |                 |
| 3145          |   | Park Maintenance Supervisor              | 2432            | 50,780- 63,099  |
| 3145          | 6 | Park Maintenance Supervisor              | 2500            | 52,200- 64,832  |
| 3145          | A | Park Maintenance Supervisor - Airport    | 2432            | 50,780- 63,099  |
| 9170          | 1 | Parking Manager I                        | 3328            | 69,488- 86,339  |
| 9170          | 2 | Parking Manager II                       | 3851            | 80,408- 99,911  |
| 3757          | 1 | Parking Meter Technician Supervisor I    | 2501            | 52,220- 64,853  |
| 3757          | 2 | Parking Meter Technician Supervisor II   | 2698            | 56,334- 69,990  |
| 3537          |   | Parking Services Supervisor              | 2303            | 48,086- 59,738  |
| 3710          | 1 | Police Fleet Services Supervisor I       | 2,654.40 BW     |                 |
| 3710          | 2 | Police Fleet Services Supervisor II      | 3,139.20 BW     |                 |
| 4312          |   | Principal Animal Keeper                  | 2525            | 52,722- 65,521  |
| 3215          |   | Principal Detention Officer              | 2830            | 59,090- 73,435  |
| 3210          |   | Principal Property Officer               | 2753            | 57,482- 71,410  |
| 3200          |   | Principal Security Officer               | 2359            | 49,255- 61,220  |
| 3198          |   | Principal Special Officer - GSD          | 4122            | 86,067- 106,926 |
| 1839          |   | Principal Storekeeper                    | 3317            | 69,258- 86,046  |
| 1496          |   | Printing Services Supervisor             | 3417            | 71,346- 88,636  |
| 4101          |   | Refuse Collection Supervisor             | 3443            | 71,889- 89,325  |
| 4100          |   | Refuse Field Crew Instructor             | 2893            | 60,405- 75,043  |
| 4316          | 1 | Senior Animal Control Officer I          | 2422            | 50,571- 62,849  |
| 4316          | 2 | Senior Animal Control Officer II         | 2673            | 55,812- 69,322  |
| 4305          |   | Senior Animal Keeper                     | 2326            | 48,566- 60,364  |
| 3716          |   | Senior Automotive Supervisor             | 3,424.80 BW     |                 |
| 3716          | 6 | Senior Automotive Supervisor             | 3,715.20 BW     |                 |
| 3212          |   | Senior Detention Officer                 | 2457            | 51,302- 63,747  |
| 3533          |   | Senior Garage Attendant                  | 1924            | 40,173- 49,903  |
| 1967          | 1 | Senior Park Ranger I                     | 2769            | 57,816- 71,827  |
| 1967          | 2 | Senior Park Ranger II                    | 3063            | 63,955- 79,448  |
| 3529          | 1 | Senior Parking Attendant I               | 1725            | 36,018- 44,746  |
| 3529          | 2 | Senior Parking Attendant II              | 1929            | 40,277- 50,070  |
| 3209          |   | Senior Property Officer                  | 2449            | 51,135- 63,538  |
| 3184          |   | Senior Security Officer                  | 2115            | 44,161- 54,873  |
| 3185          |   | Senior Special Officer - GSD             | 3489            | 72,850- 90,515  |
| 1837          |   | Senior Storekeeper                       | 2495            | 52,095- 64,728  |
| 1837          | M | Senior Storekeeper                       | 2705            | 56,480- 70,157  |
| 3429          |   | Senior Traffic Paint & Sign Supervisor   | 2888            | 60,301- 74,897  |
| 3218          | 1 | Senior Traffic Supervisor I              | 2501            | 52,220- 64,853  |
| 3218          | 2 | Senior Traffic Supervisor II             | 2803            | 58,526- 72,704  |
| 3218          | 3 | Senior Traffic Supervisor III            | 3147            | 65,709- 81,620  |
| 4102          |   | Solid Resources Superintendent           | 4192            | 87,528- 108,764 |
| 4108          | 1 | Solid Waste Disposal Superintendent I    | 3836            | 80,095- 99,514  |
| 4108          | 2 | Solid Waste Disposal Superintendent II   | 4192            | 87,528- 108,764 |
| 1866          |   | Stores Supervisor                        | 3950            | 82,476- 102,458 |
| 4152          | 1 | Street Services Supervisor I             | 3216 (4)        | 79,010- 83,416  |
| 4152          | 2 | Street Services Supervisor II            | 3407 (4)        | 83,729- 88,406  |
| 3732          |   | Tire Repair Supervisor                   | 2115 (3)        | 49,235- 54,873  |
| 3732          | 6 | Tire Repair Supervisor                   | 2289 (3)        | 53,286- 59,383  |
| 3430          | 1 | Traffic Marking & Sign Superintendent I  | 2689            | 56,146- 69,739  |
| 3430          | 2 | Traffic Marking & Sign Superintendent II | 3209            | 67,003- 83,249  |

APPENDIX D

Operative on July 1, 2009

| CLASS<br>CODE |   | TITLE                                     | SALARY<br>RANGE | ANNUAL RANGE |        |
|---------------|---|---|-----------------|--------------|--------|
| 3430          | 3 | Traffic Marking & Sign Superintendent III | 3688            | 77,005-      | 95,672 |
| 3117          | 1 | Tree Surgeon Supervisor I                 | 2813            | 58,735-      | 72,996 |
| 3117          | 2 | Tree Surgeon Supervisor II                | 3356            | 70,073-      | 87,070 |
| 4113          |   | Wastewater Collection Supervisor          | 3216            | 67,150-      | 83,416 |
| 3798          |   | Welder Supervisor                         | 3,203.20 BW     |              |        |
| 3798          | 1 | Welder Supervisor I                       | 2,932.80 BW     |              |        |
| 3798          | 2 | Welder Supervisor II                      | 3,203.20 BW     |              |        |
| 3177          |   | Window Cleaner Supervisor                 | 2115            | 44,161-      | 54,873 |
| 3177          | A | Window Cleaner Supervisor - Airport       | 2314            | 48,316-      | 60,030 |

APPENDIX E

Operative on      July 1, 2010

| CLASS<br>CODE |   | TITLE                                     | SALARY<br>RANGE | ANNUAL RANGE    |
|---------------|---|---|-----------------|-----------------|
| 3336          | 1 | Airport Maintenance Supervisor I          | 3218            | 67,191- 83,457  |
| 3336          | 2 | Airport Maintenance Supervisor II         | 3397            | 70,929- 88,114  |
| 3336          | 3 | Airport Maintenance Supervisor III        | 3494            | 72,954- 90,640  |
| 4313          |   | Animal Care Technician Supervisor         | 2218            | 46,311- 57,566  |
| 4145          |   | Asphalt Plant Supervisor                  | 3484            | 72,745- 90,390  |
| 3706          | F | Auto Body Repair Supervisor I             | 2,696.00 BW     |                 |
| 3706          | G | Auto Body Repair Supervisor I             | 2,925.60 BW     |                 |
| 3706          | M | Auto Body Repair Supervisor II            | 3,316.00 BW     |                 |
| 3706          | 2 | Auto Body Repair Supervisor II            | 3,038.40 BW     |                 |
| 3595          | 1 | Automotive Dispatcher I                   | 1962            | 40,966- 50,885  |
| 3595          | 2 | Automotive Dispatcher II                  | 2355            | 49,172- 61,095  |
| 3714          |   | Automotive Supervisor                     | 3,038.40 BW     |                 |
| 3714          | 6 | Automotive Supervisor                     | 3,316.00 BW     |                 |
| 3714          | A | Automotive Supervisor - Airport           | 3,127.20 BW     |                 |
| 3338          |   | Building Repair Supervisor                | 3494 (3)        | 81,328- 90,640  |
| 3589          |   | Bus Operator Supervisor                   | 2644            | 55,206- 68,570  |
| 3140          |   | Camp Manager                              | 2218            | 46,311- 57,566  |
| 3182          | A | Chief Custodian Supervisor - Airport      | 2664            | 55,624- 69,134  |
| 3182          | 1 | Chief Custodian Supervisor I              | 2413            | 50,383- 62,598  |
| 3182          | 2 | Chief Custodian Supervisor II             | 2563            | 53,515- 66,482  |
| 3187          | 1 | Chief Security Officer I                  | 2672            | 55,791- 69,301  |
| 3187          | 2 | Chief Security Officer II                 | 2879            | 60,113- 74,688  |
| 3800          | 1 | Communications Cable Supervisor I         | 3004 (3)        | 69,906- 77,924  |
| 3800          | 2 | Communications Cable Supervisor II        | 3195 (3)        | 74,354- 82,894  |
| 3800          | 3 | Communications Cable Supervisor III       | 3383 (3)        | 78,738- 87,759  |
| 3543          |   | Construction Equipment Service Supervisor | 2218            | 46,311- 57,566  |
| 3176          |   | Custodian Supervisor                      | 1773            | 37,020- 45,978  |
| 3176          | A | Custodian Supervisor-Airport              | 1980            | 41,342- 51,365  |
| 4320          |   | District Supervisor - Animal Regulation   | 3682            | 76,880- 95,526  |
| 3814          |   | Electrical Conduit Supervisor             | 2413 (3)        | 56,167- 62,598  |
| 2352          |   | Equestrian Facilities Supervisor          | 2901            | 60,572- 75,252  |
| 3746          |   | Equipment Repair Supervisor               | 3,209.60 BW     |                 |
| 3746          | 6 | Equipment Repair Supervisor               | 3,488.80 BW     |                 |
| 3527          |   | Equipment Supervisor                      | 3303 (4)        | 81,140- 85,671  |
| 3527          | 6 | Equipment Supervisor                      | 3590 (4)        | 88,197- 93,125  |
| 3527          | H | Equipment Supervisor - Harbor             | 3388            | 70,741- 87,884  |
| 3169          | 1 | Event Supervisor I                        | 2425            | 50,634- 62,911  |
| 3169          | 2 | Event Supervisor II                       | 2644            | 55,206- 68,570  |
| 3718          |   | General Automotive Supervisor             | 4,026.40 BW     |                 |
| 3178          |   | Head Custodian Supervisor                 | 2183            | 45,581- 56,647  |
| 3178          | A | Head Custodian Supervisor - Airport       | 2315            | 48,337- 60,051  |
| 3749          | 1 | Helicopter Mechanic Supervisor I          | 3,478.40 BW     |                 |
| 3749          | 2 | Helicopter Mechanic Supervisor II         | 3807            | 79,490- 98,762  |
| 3126          |   | Labor Supervisor                          | 2218            | 46,311- 57,566  |
| 3126          | 6 | Labor Supervisor                          | 2412            | 50,362- 62,556  |
| 4280          | 1 | Lot Cleaning Supervisor I                 | 3288 (4)        | 80,785- 85,295  |
| 4280          | 2 | Lot Cleaning Supervisor II                | 3484 (4)        | 85,608- 90,390  |
| 3766          |   | Machinist Supervisor                      | 3,275.20 BW     |                 |
| 3766          | H | Machinist Supervisor - Harbor             | 3900            | 81,432- 101,164 |
| 3766          | 1 | Machinist Supervisor I                    | 2,918.40 BW     |                 |

APPENDIX E

Operative on      July 1, 2010

| CLASS<br>CODE |   | TITLE                                    | SALARY<br>RANGE | ANNUAL RANGE    |
|---------------|---|--|-----------------|-----------------|
| 3766          | 2 | Machinist Supervisor II                  | 3,275.20 BW     |                 |
| 3145          |   | Park Maintenance Supervisor              | 2487            | 51,928- 64,519  |
| 3145          | 6 | Park Maintenance Supervisor              | 2556            | 53,369- 66,315  |
| 3145          | A | Park Maintenance Supervisor - Airport    | 2487            | 51,928- 64,519  |
| 9170          | 1 | Parking Manager I                        | 3404            | 71,075- 88,302  |
| 9170          | 2 | Parking Manager II                       | 3938            | 82,225- 102,166 |
| 3757          | 1 | Parking Meter Technician Supervisor I    | 2556            | 53,369- 66,315  |
| 3757          | 2 | Parking Meter Technician Supervisor II   | 2759            | 57,607- 71,556  |
| 3537          |   | Parking Services Supervisor              | 2355            | 49,172- 61,095  |
| 3710          | 1 | Police Fleet Services Supervisor I       | 2,714.40 BW     |                 |
| 3710          | 2 | Police Fleet Services Supervisor II      | 3,209.60 BW     |                 |
| 4312          |   | Principal Animal Keeper                  | 2583            | 53,933- 67,004  |
| 3215          |   | Principal Detention Officer              | 2895            | 60,447- 75,084  |
| 3210          |   | Principal Property Officer               | 2814            | 58,756- 73,017  |
| 3200          |   | Principal Security Officer               | 2413            | 50,383- 62,598  |
| 3198          |   | Principal Special Officer - GSD          | 4215            | 88,009- 109,349 |
| 1839          |   | Principal Storekeeper                    | 3391            | 70,804- 87,988  |
| 1496          |   | Printing Services Supervisor             | 3494            | 72,954- 90,640  |
| 4101          |   | Refuse Collection Supervisor             | 3521            | 73,518- 91,329  |
| 4100          |   | Refuse Field Crew Instructor             | 2958            | 61,763- 76,734  |
| 4316          | 1 | Senior Animal Control Officer I          | 2477            | 51,719- 64,269  |
| 4316          | 2 | Senior Animal Control Officer II         | 2733            | 57,065- 70,888  |
| 4305          |   | Senior Animal Keeper                     | 2379            | 49,673- 61,721  |
| 3716          |   | Senior Automotive Supervisor             | 3,501.60 BW     |                 |
| 3716          | 6 | Senior Automotive Supervisor             | 3,798.40 BW     |                 |
| 3212          |   | Senior Detention Officer                 | 2513            | 52,471- 65,187  |
| 3533          |   | Senior Garage Attendant                  | 1967            | 41,070- 51,031  |
| 1967          | 1 | Senior Park Ranger I                     | 2830            | 59,090- 73,435  |
| 1967          | 2 | Senior Park Ranger II                    | 3132            | 65,396- 81,265  |
| 3529          | 1 | Senior Parking Attendant I               | 1763            | 36,811- 45,748  |
| 3529          | 2 | Senior Parking Attendant II              | 1974            | 41,217- 51,219  |
| 3209          |   | Senior Property Officer                  | 2504            | 52,283- 64,958  |
| 3184          |   | Senior Security Officer                  | 2163            | 45,163- 56,105  |
| 3185          |   | Senior Special Officer - GSD             | 3568            | 74,499- 92,561  |
| 1837          |   | Senior Storekeeper                       | 2552            | 53,285- 66,190  |
| 1837          | M | Senior Storekeeper                       | 2766            | 57,754- 71,744  |
| 3429          |   | Senior Traffic Paint & Sign Supervisor   | 2952            | 61,637- 76,588  |
| 3218          | 1 | Senior Traffic Supervisor I              | 2556            | 53,369- 66,315  |
| 3218          | 2 | Senior Traffic Supervisor II             | 2865            | 59,821- 74,333  |
| 3218          | 3 | Senior Traffic Supervisor III            | 3218            | 67,191- 83,457  |
| 4102          |   | Solid Resources Superintendent           | 4288            | 89,533- 111,207 |
| 4108          | 1 | Solid Waste Disposal Superintendent I    | 3922            | 81,891- 101,748 |
| 4108          | 2 | Solid Waste Disposal Superintendent II   | 4288            | 89,533- 111,207 |
| 1866          |   | Stores Supervisor                        | 4038            | 84,313- 104,755 |
| 4152          | 1 | Street Services Supervisor I             | 3288 (4)        | 80,785- 85,295  |
| 4152          | 2 | Street Services Supervisor II            | 3484 (4)        | 85,608- 90,390  |
| 3732          |   | Tire Repair Supervisor                   | 2163 (3)        | 50,342- 56,105  |
| 3732          | 6 | Tire Repair Supervisor                   | 2341 (3)        | 54,497- 60,761  |
| 3430          | 1 | Traffic Marking & Sign Superintendent I  | 2749            | 57,399- 71,305  |
| 3430          | 2 | Traffic Marking & Sign Superintendent II | 3282            | 68,528- 85,128  |

APPENDIX E

Operative on July 1, 2010

| CLASS<br>CODE |   | TITLE                                     | SALARY<br>RANGE | ANNUAL RANGE   |
|---------------|---|---|-----------------|----------------|
| 3430          | 3 | Traffic Marking & Sign Superintendent III | 3772            | 78,759- 97,823 |
| 3117          | 1 | Tree Surgeon Supervisor I                 | 2878            | 60,092- 74,646 |
| 3117          | 2 | Tree Surgeon Supervisor II                | 3433            | 71,681- 89,032 |
| 4113          |   | Wastewater Collection Supervisor          | 3288            | 68,653- 85,295 |
| 3798          |   | Welder Supervisor                         | 3,275.20 BW     |                |
| 3798          | 1 | Welder Supervisor I                       | 2,998.40 BW     |                |
| 3798          | 2 | Welder Supervisor II                      | 3,275.20 BW     |                |
| 3177          |   | Window Cleaner Supervisor                 | 2163            | 45,163- 56,105 |
| 3177          | A | Window Cleaner Supervisor - Airport       | 2367            | 49,422- 61,387 |

APPENDIX F

Operative on July 1, 2011

| CLASS<br>CODE |   | TITLE                                     | SALARY<br>RANGE | ANNUAL RANGE    |
|---------------|---|---|-----------------|-----------------|
| 3336          | 1 | Airport Maintenance Supervisor I          | 3290            | 68,695- 85,337  |
| 3336          | 2 | Airport Maintenance Supervisor II         | 3473            | 72,516- 90,097  |
| 3336          | 3 | Airport Maintenance Supervisor III        | 3574            | 74,625- 92,686  |
| 4313          |   | Animal Care Technician Supervisor         | 2269            | 47,376- 58,882  |
| 4145          |   | Asphalt Plant Supervisor                  | 3562            | 74,374- 92,415  |
| 3706          | F | Auto Body Repair Supervisor I             | 2,756.80 BW     |                 |
| 3706          | G | Auto Body Repair Supervisor I             | 2,991.20 BW     |                 |
| 3706          | M | Auto Body Repair Supervisor II            | 3,390.40 BW     |                 |
| 3706          | 2 | Auto Body Repair Supervisor II            | 3,106.40 BW     |                 |
| 3595          | 1 | Automotive Dispatcher I                   | 2005            | 41,864- 52,033  |
| 3595          | 2 | Automotive Dispatcher II                  | 2408            | 50,279- 62,473  |
| 3714          |   | Automotive Supervisor                     | 3,106.40 BW     |                 |
| 3714          | 6 | Automotive Supervisor                     | 3,390.40 BW     |                 |
| 3714          | A | Automotive Supervisor - Airport           | 3,197.60 BW     |                 |
| 3338          |   | Building Repair Supervisor                | 3574 (3)        | 83,165- 92,686  |
| 3589          |   | Bus Operator Supervisor                   | 2703            | 56,438- 70,115  |
| 3140          |   | Camp Manager                              | 2269            | 47,376- 58,882  |
| 3182          | A | Chief Custodian Supervisor - Airport      | 2725            | 56,898- 70,679  |
| 3182          | 1 | Chief Custodian Supervisor I              | 2467            | 51,510- 63,997  |
| 3182          | 2 | Chief Custodian Supervisor II             | 2621            | 54,726- 67,985  |
| 3187          | 1 | Chief Security Officer I                  | 2732            | 57,044- 70,867  |
| 3187          | 2 | Chief Security Officer II                 | 2944            | 61,470- 76,358  |
| 3800          | 1 | Communications Cable Supervisor I         | 3071 (3)        | 71,472- 79,678  |
| 3800          | 2 | Communications Cable Supervisor II        | 3268 (3)        | 76,045- 84,752  |
| 3800          | 3 | Communications Cable Supervisor III       | 3459 (3)        | 80,513- 89,742  |
| 3543          |   | Construction Equipment Service Supervisor | 2269            | 47,376- 58,882  |
| 3176          |   | Custodian Supervisor                      | 1812            | 37,834- 47,022  |
| 3176          | A | Custodian Supervisor-Airport              | 2024            | 42,261- 52,513  |
| 4320          |   | District Supervisor - Animal Regulation   | 3765            | 78,613- 97,677  |
| 3814          |   | Electrical Conduit Supervisor             | 2467 (3)        | 57,420- 63,997  |
| 2352          |   | Equestrian Facilities Supervisor          | 2966            | 61,930- 76,943  |
| 3746          |   | Equipment Repair Supervisor               | 3,281.60 BW     |                 |
| 3746          | 6 | Equipment Repair Supervisor               | 3,567.20 BW     |                 |
| 3527          |   | Equipment Supervisor                      | 3376 (4)        | 82,956- 87,592  |
| 3527          | 6 | Equipment Supervisor                      | 3670 (4)        | 90,181- 95,213  |
| 3527          | H | Equipment Supervisor - Harbor             | 3465            | 72,349- 89,868  |
| 3169          | 1 | Event Supervisor I                        | 2480            | 51,782- 64,331  |
| 3169          | 2 | Event Supervisor II                       | 2703            | 56,438- 70,115  |
| 3718          |   | General Automotive Supervisor             | 4,116.80 BW     |                 |
| 3178          |   | Head Custodian Supervisor                 | 2233            | 46,625- 57,942  |
| 3178          | A | Head Custodian Supervisor - Airport       | 2368            | 49,443- 61,408  |
| 3749          | 1 | Helicopter Mechanic Supervisor I          | 3,556.80 BW     |                 |
| 3749          | 2 | Helicopter Mechanic Supervisor II         | 3893            | 81,285- 100,976 |
| 3126          |   | Labor Supervisor                          | 2269            | 47,376- 58,882  |
| 3126          | 6 | Labor Supervisor                          | 2466            | 51,490- 63,955  |
| 4280          | 1 | Lot Cleaning Supervisor I                 | 3362 (4)        | 82,601- 87,216  |
| 4280          | 2 | Lot Cleaning Supervisor II                | 3562 (4)        | 87,529- 92,415  |
| 3766          |   | Machinist Supervisor                      | 3,348.80 BW     |                 |
| 3766          | H | Machinist Supervisor - Harbor             | 3987            | 83,248- 103,440 |
| 3766          | 1 | Machinist Supervisor I                    | 2,984.00 BW     |                 |

APPENDIX F

Operative on      July 1, 2011

| CLASS<br>CODE | TITLE                                    | SALARY<br>RANGE | ANNUAL RANGE    |
|---------------|--|-----------------|-----------------|
| 3766 2        | Machinist Supervisor II                  | 3,348.80 BW     |                 |
| 3145          | Park Maintenance Supervisor              | 2543            | 53,097- 65,981  |
| 3145 6        | Park Maintenance Supervisor              | 2614            | 54,580- 67,818  |
| 3145 A        | Park Maintenance Supervisor - Airport    | 2543            | 53,097- 65,981  |
| 9170 1        | Parking Manager I                        | 3481            | 72,683- 90,285  |
| 9170 2        | Parking Manager II                       | 4027            | 84,083- 104,463 |
| 3757 1        | Parking Meter Technician Supervisor I    | 2614            | 54,580- 67,818  |
| 3757 2        | Parking Meter Technician Supervisor II   | 2821            | 58,902- 73,164  |
| 3537          | Parking Services Supervisor              | 2408            | 50,279- 62,473  |
| 3710 1        | Police Fleet Services Supervisor I       | 2,775.20 BW     |                 |
| 3710 2        | Police Fleet Services Supervisor II      | 3,281.60 BW     |                 |
| 4312          | Principal Animal Keeper                  | 2642            | 55,164- 68,528  |
| 3215          | Principal Detention Officer              | 2960            | 61,804- 76,776  |
| 3210          | Principal Property Officer               | 2879            | 60,113- 74,688  |
| 3200          | Principal Security Officer               | 2467            | 51,510- 63,997  |
| 3198          | Principal Special Officer - GSD          | 4310            | 89,992- 111,812 |
| 1839          | Principal Storekeeper                    | 3469            | 72,432- 89,993  |
| 1496          | Printing Services Supervisor             | 3574            | 74,625- 92,686  |
| 4101          | Refuse Collection Supervisor             | 3599            | 75,147- 93,375  |
| 4100          | Refuse Field Crew Instructor             | 3025            | 63,162- 78,467  |
| 4316 1        | Senior Animal Control Officer I          | 2534            | 52,909- 65,709  |
| 4316 2        | Senior Animal Control Officer II         | 2794            | 58,338- 72,474  |
| 4305          | Senior Animal Keeper                     | 2433            | 50,801- 63,120  |
| 3716          | Senior Automotive Supervisor             | 3,580.00 BW     |                 |
| 3716 6        | Senior Automotive Supervisor             | 3,884.00 BW     |                 |
| 3212          | Senior Detention Officer                 | 2569            | 53,640- 66,649  |
| 3533          | Senior Garage Attendant                  | 2012            | 42,010- 52,179  |
| 1967 1        | Senior Park Ranger I                     | 2895            | 60,447- 75,084  |
| 1967 2        | Senior Park Ranger II                    | 3203            | 66,878- 83,102  |
| 3529 1        | Senior Parking Attendant I               | 1803            | 37,646- 46,771  |
| 3529 2        | Senior Parking Attendant II              | 2019            | 42,156- 52,409  |
| 3209          | Senior Property Officer                  | 2560            | 53,452- 66,419  |
| 3184          | Senior Security Officer                  | 2212            | 46,186- 57,357  |
| 3185          | Senior Special Officer - GSD             | 3649            | 76,191- 94,649  |
| 1837          | Senior Storekeeper                       | 2609            | 54,475- 67,672  |
| 1837 M        | Senior Storekeeper                       | 2827            | 59,027- 73,351  |
| 3429          | Senior Traffic Paint & Sign Supervisor   | 3019            | 63,036- 78,321  |
| 3218 1        | Senior Traffic Supervisor I              | 2614            | 54,580- 67,818  |
| 3218 2        | Senior Traffic Supervisor II             | 2931            | 61,199- 76,024  |
| 3218 3        | Senior Traffic Supervisor III            | 3290            | 68,695- 85,337  |
| 4102          | Solid Resources Superintendent           | 4384            | 91,537- 113,712 |
| 4108 1        | Solid Waste Disposal Superintendent I    | 4011            | 83,749- 104,045 |
| 4108 2        | Solid Waste Disposal Superintendent II   | 4384            | 91,537- 113,712 |
| 1866          | Stores Supervisor                        | 4129            | 86,213- 107,114 |
| 4152 1        | Street Services Supervisor I             | 3362 (4)        | 82,601- 87,216  |
| 4152 2        | Street Services Supervisor II            | 3562 (4)        | 87,529- 92,415  |
| 3732          | Tire Repair Supervisor                   | 2212 (3)        | 51,469- 57,357  |
| 3732 6        | Tire Repair Supervisor                   | 2395 (3)        | 55,750- 62,139  |
| 3430 1        | Traffic Marking & Sign Superintendent I  | 2811            | 58,693- 72,913  |
| 3430 2        | Traffic Marking & Sign Superintendent II | 3356            | 70,073- 87,070  |

APPENDIX F

Operative on July 1, 2011

| CLASS<br>CODE |   | TITLE                                     | SALARY<br>RANGE | ANNUAL RANGE    |
|---------------|---|---|-----------------|-----------------|
| 3430          | 3 | Traffic Marking & Sign Superintendent III | 3855            | 80,492- 100,015 |
| 3117          | 1 | Tree Surgeon Supervisor I                 | 2942            | 61,428- 76,316  |
| 3117          | 2 | Tree Surgeon Supervisor II                | 3509            | 73,267- 91,037  |
| 4113          |   | Wastewater Collection Supervisor          | 3362            | 70,198- 87,216  |
| 3798          |   | Welder Supervisor                         | 3,348.80 BW     |                 |
| 3798          | 1 | Welder Supervisor I                       | 3,065.60 BW     |                 |
| 3798          | 2 | Welder Supervisor II                      | 3,348.80 BW     |                 |
| 3177          |   | Window Cleaner Supervisor                 | 2212            | 46,186- 57,357  |
| 3177          | A | Window Cleaner Supervisor - Airport       | 2420            | 50,529- 62,765  |

## **SALARY NOTES**

- A. One Park Maintenance Supervisor, Code 3145, when assigned overall responsibility for the care and maintenance of the horses and equipment used in the park ranger program and the training of personnel assigned to the mounted patrol function in proper horsemanship techniques shall receive salary at the first premium level rate above the appropriate step rate of the salary range prescribed for the class.
- B. Employees in the class of Park Maintenance Supervisor, Code 3145, in the Department of Recreation and Parks, who are regularly assigned to supervise the maintenance of 18 holes of golf shall be compensated at the first premium level above the appropriate step rate of the salary range prescribed for the class.
- C. Employees in the class of Lot Cleaning Supervisor I, Code 4280-1, or in the class of Street Maintenance Supervisor I, Code 4152-1, who are regularly assigned to personally supervise a crew or crews engaged in machine or hand removal for which they receive premium compensation, shall receive compensation at the second premium level above the appropriate step rate of the salary range prescribed for the class.
- D. Employees in the class of Lot Cleaning Supervisor II, Code 4280-2, who are regularly assigned to supervise crews who are engaged in machine or hand removal for which they receive premium compensation, shall be compensated at the second premium level above the appropriate step rate of the salary range prescribed for the class.
- E. Employees in the class of Camp Manager, Code 3140, when assigned to Crowley Lake shall receive, for five (5) months, salary at the second premium level rate above the appropriate step rate of the salary range prescribed for the class.
- F. One (1) employee in the class of Equipment Repair Supervisor, Code 3746, in the Department of General Services, and one (1) employee in the same class in the Department of Airports, shall receive compensation 5.5 percent above the biweekly rate prescribed for the class when assigned to supervise employees who perform repairs and maintenance on man lift equipment for each day so assigned.
- G. One employee in the class of Equipment Repair Supervisor, Code 3746, and one employee in the class of Auto Body Repair Supervisor, Code 3706, in the Fire Department, shall receive compensation 5.5 percent above the biweekly rate prescribed for the class for each day he/she is assigned to supervise employees who operate, maintain, or inspect extended or partially extended fire ladders or other man lift equipment.
- H. Employees in the class of Parking Services Supervisor, Code 3537 and Senior Parking Attendant II, Code 3529-2 in the Los Angeles Convention Center

Department when assigned the duties and responsibilities involved in "move-ins" and "move-outs" when there is no higher level person assigned shall receive salary at the third premium level rate above the appropriate step rate of the salary range prescribed for the class.

- I. Employees in the class of Equipment Repair Supervisor, Code 3746, shall receive salary at the second premium level rate above the appropriate step rate of the salary range prescribed for the class when supervising employees engaged in the maintenance and repair of motor sweepers for each day of such supervision.
- J. Employees in the class of Machinist Supervisor, Code 3766, and in the class of Welder Supervisor, Code 3798, who are assigned to wastewater treatment plants in the Bureau of Sanitation, shall receive, in addition to all other regular and premium compensation, a bonus of 8.25 percent above the appropriate biweekly rate prescribed for the class.
- K. Any employee in the class of Senior Traffic Supervisor, Code 3218, shall receive compensation at the second premium level above the appropriate step rate of the salary range prescribed for the class for any day on which the employee performs traffic monitoring and unit deployment duties from a helicopter in the air.
- L. Employees in the class of Chief Custodian Supervisor, Code 3128 or Head Custodian Supervisor, Code 3178 in the Department of Airports when required to work more than fifty percent (50%) of their time in any one day between the hours of twelve midnight and 8:00 a.m., shall receive for each such day, salary at the third premium level rate above the appropriate step rate of the salary range prescribed for the class. The provisions of Section 61, Schedule A, Note "N" of the Los Angeles Administrative Code shall not apply concurrently with the provisions of this note.
- M. One person in the class of Custodian Supervisor, Code 3176, in the Department of Airports, when regularly assigned additional duties involving directing and coordinating the work of graveyard shift custodial employees, shall receive salary at the third premium level rate above the appropriate step rate of the salary range prescribed for the class.
- N. Any person in the class of Airports Maintenance Supervisor I, Code 3336-1, shall receive the salary prescribed for the class but in no event less than the premium level rate above the appropriate step rate for the class which provides at least 2.75 percent but not more than 5.5 percent higher salary than the incumbent of the highest compensated class regularly and directly supervised.
- O. One employee in the class of Custodian Supervisor, Code 3176, in the Department of General Services, when regularly assigned to operate or supervise the operation of self-propelled floor-finishing machines, shall receive, in addition to all other regular or premium compensation, compensation at the appropriate step of the first premium level above the salary range prescribed for the class.

P. Three employees in the class of Senior Traffic Supervisor I, Code 3218-1, when regularly assigned to conduct adjudication hearings in the parking citation Administrative Hearing Program shall receive compensation at their corresponding step of the salary range prescribed for the class of Management Analyst I, Code 9184-1, while so assigned.

Q. Any employee in the class of Principal Detention Officer, Code 3215, when regularly assigned as Watch Supervisor in an LAPD jail facility, shall receive compensation at the appropriate step of the second premium level rate above the salary range prescribed for the class.

R. Employees in the class of Senior Special Officer, Code 3185, and Principal Special Officer, Code 3198, who have successfully completed the educational and training requirements prescribed by the Commission on Peace Officers Standards and Training (POST) and been so certified, shall, upon presentation of the subject certificate to management, receive bonus compensation as follows:

1. For the full, basic POST certificate, the bonus shall be three percent (3%) of the appropriate step of the prescribed, regular biweekly salary;
2. For the Intermediate POST certificate, the bonus shall be one percent (1%) of the appropriate step of the prescribed, regular biweekly salary;
3. For the Advanced POST certificate, the bonus shall be two percent (2%) of the appropriate step of the prescribed, regular biweekly salary.

S. Any employee in the class of Senior Special Officer, Code 3185, in the Department of General Services, who, in the absence of a Principal Special Officer, is assigned to act as Watch Commander on the Day, Night or Morning shift, and who is so assigned for at least half of the prescribed hours of any such shift, shall receive compensation at the appropriate step of the salary range that is two premium levels above the salary range prescribed for the class of Senior Special Officer, when so assigned.

T. Any employee in the class and pay grade of Tree Surgeon Supervisor I or II (Codes 3117-1 or 2,) who holds the credential of Certified Tree Worker in accordance with the standards of the International Society of Arboriculture (ISA) shall receive, in addition to all other regular and premium compensation, salary at the appropriate step of the first premium level above the salary range prescribed for the class. Any employee in the class and pay grade of Tree Surgeon Supervisor I or II, (Codes 3117-1 or 2) who holds the credential of Certified Arborist in accordance with ISA standards shall receive, in addition to all other regular and premium compensation, salary at the appropriate step of the second premium level above the salary range prescribed for the class.

- U. Effective November 10, 2001, any employee in the class of Park Maintenance Supervisor who is assigned to work weekend days (Saturday and Sunday) as part of the Park Restroom Enhancement Program (PREP), shall receive for each weekend day so assigned compensation at the appropriate step of the salary range that is two premium levels above the salary range prescribed for the class of Park Maintenance Supervisor.
- V. Employees in the classes of Senior Security Officer, Code 3184, and Principal Security Officer, Code 3200, who are regularly assigned to the Traffic Services Section at the Los Angeles International Airport, shall receive compensation at the appropriate step of the fifth premium level above the salary range prescribed for their respective class.
- W. Effective the date Council approves the 2004-07 MOU, one Park Maintenance Supervisor, Code 3145, in the Department of Recreation and Parks who is assigned as supervisor for Lakes Management and who possesses a State Qualified Applicator's License shall receive a two premium level bonus above the appropriate step rate of the salary range prescribed for the class.
- X. Effective first full pay period following the date Council approves the 2004-07 MOU, one Park Maintenance Supervisor, Code 3145, in the Department of Recreation and Parks Forestry Division who is assigned as supervisor for the Spray Crew and who also possesses a Pest Control Adviser license shall receive a two premium level bonus above the appropriate step rate of the salary range prescribed for the class.
- Y. Effective the first full pay period following Council approval of this MOU, Senior and Principal Security Officers (Codes 3184 and 3200, respectively) employed by Los Angeles World Airports at LAX who are assigned to Traffic on Day or PM shifts, shall receive a daily one-premium level bonus when in the field supervising Security Officers receiving a "noise bonus" for more than 50% of the work day.
- Z. Effective July 1, 2004, employees in the classification of Airport Maintenance Supervisor III, Code 3336-3, when regularly assigned to supervise an Airport Maintenance Supervisor II, Code 3336-2, shall receive a two- premium level bonus.
- AA. Effective the first full pay period following City Council approval of the 2004-07 MOU, employees in the classification of Auto Body Repair Supervisor II, Code 3706, when regularly assigned to supervise a Sheet Metal Worker, Code 3775, shall be paid at a rate that is 5.5% above the rate of the class of Sheet Metal Worker.
- BB. Effective the first full pay period following City Council approval of the 2004-07 MOU, employees in the classification of Automotive Supervisor, Code 3714, when regularly assigned to supervise a Heavy Duty Equipment Mechanic, Code 3743, shall be paid at a rate that is 5.5% above the rate of the class of Heavy Duty Equipment Mechanic.

- CC. Effective July 1, 2004, one Building Repair Supervisor employed by the Los Angeles Convention Center, Code 3338, when regularly assigned to supervise a Senior Plumber, Code 3444, shall receive a two-premium level bonus.
- DD. Effective July 1, 2004, Custodian Supervisors, Code 3176, when regularly assigned to supervise a Senior Custodial Services Attendant II, Code 3157, shall receive a two-premium level bonus.
- EE. Effective the first full pay period following City Council approval of the 2004-07 MOU, one Park Maintenance Supervisor, Code 3145, employed by the L.A. Zoo, when regularly assigned to directly supervise a Motor Sweeper Operator, Code 3585, shall receive a five-premium level bonus.
- FF. Effective July 1, 2004, employees in the classification of Tire Repair Supervisor, Code 3732, when regularly assigned to supervise a Truck Operator, Code 3583, shall receive a two-premium level bonus.
- GG. Effective July 1, 2004, employees in the classification of Window Cleaner Supervisor Airport, Code 3177-A, when regularly assigned to supervise a Senior Window Cleaner, Code 3174, shall receive a one premium level bonus.
- HH. For the period of July 1, 2006 through June 30, 2007, Kevin McGee, Jesus Rivera, and Kelly Lewis shall each receive a one-time, lump sum payment of \$6,183.32.
- II. Employees in any unit class, when regularly assigned, as defined in Section 4.75 of the Los Angeles Administrative Code, 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.
- JJ. Employees regularly assigned to duties consisting of loading, unloading, handling or collecting household refuse or dead animals; or regularly assigned to perform duties consisting of operating equipment at refuse disposal sites or engaged in refuse disposal site maintenance activities; or regularly assigned to perform duties consisting of cleaning, servicing or repairing vehicles, containers or equipment used for loading, unloading, collecting or hauling dead animals or household refuse or when performing duties consisting of repairing or servicing construction equipment used on a refuse disposal site 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.

## **GAINS SHARING JLMC**

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

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

Parties agree that the \$25 million will serve as the basis for the flex dollars to be apportioned on 1/1/2012 as part of the general economic framework in Coalition MOUs.

Any funds generated through Gain Sharing in excess of \$25 million will be allocated as determined by the JLMC on Gain Sharing Committee, subject to approval by the City Council.

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

| <b>Savings Category</b>         | <b>FISCAL YEAR</b> |         |         |         |         |
|---------------------------------|--------------------|---------|---------|---------|---------|
|                                 | 2007-08            | 2008-09 | 2009-10 | 2010-11 | 2011-12 |
| One-Time                        | TBD                |         |         |         |         |
| Annual, Ongoing<br>(in million) | \$0.25             | \$6     | \$12    | \$18    | \$25    |
| Total Annual                    | TBD                |         |         |         |         |
| To Date                         | TBD                |         |         |         |         |

## **FLEX CASH FLAT RATING**

Flex cash to members beginning Year 5, with success of Gain Sharing

|              | <b>Members</b> | <b>Flex Monthly</b> | <b>Flex Annual</b> | <b>Cost to City</b> |
|--------------|----------------|---------------------|--------------------|---------------------|
| Full Time    | 16,974         | \$ 115.00           | \$ 1,380           | \$ 23,424,120       |
| Part Time    | 2,411          | \$ 57.50            | \$ 690             | \$ 1,663,590        |
| <b>Total</b> | <b>19,385</b>  |                     |                    | <b>25,087,710</b>   |

Full family Dental (current): \$179/month

## **IMPLEMENTING MUTUAL GAINS BARGAINING**

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

### **1. SAFETY COMMITTEE**

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

### **2. PART-TIME WORKERS COMMITTEE**

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

### **3. BONUS AND CODES COMMITTEE**

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

## **Mutual Commitment to LA's Future**

The City of LA and LIUNA, Local 777 have concluded negotiations for the Memoranda of Understanding effective July 1, 2007 through June 30, 2012. This is a historic contract because it was reached through the mutual gains process and addresses critical issues that both parties identified as key interests that had to be resolved during the term of this contract. In order to address those issues effectively, a *five* year contract was essential. However, the parties recognize that due to the extended term of the contract and the uncertainty both positive and negative of: the local economy, city revenue, revenue from state and federal budgets and adverse litigation, it is essential that both parties maintain the ability to address these uncertainties.

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

To address future uncertainties, the parties agree to meet at a minimum every six months to review the City's overall revenue and expenditure forecasts. The revenue forecasts that shall be used as the baseline for this discussion shall be the City's initial Five-Year Budget Forecast for 2007-08 (contained in CF #070600-843 issued 8/9/07). If City revenue declines by 1% or more in the aggregate the parties will meet, using the mutual gains process, to identify the implications of the revenue loss, alternatives to address the loss and identify viable solutions within the control of the parties.

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

## **Economic Reopener**

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

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

## LETTER OF INTENT

### SUPERVISORY BLUE COLLAR UNIT MEMORANDUM OF UNDERSTANDING NO. 12

#### SALARY INCREASES DURING THE TERM OF THE MOU

For the term of the MOU (July 1, 2007 through June 30, 2012), the parties agree that salary increases shall be as follows:

##### Cost of Living Adjustments

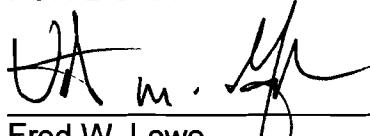
|       |                           |
|-------|---------------------------|
| 2%    | effective July 1, 2007    |
| 2%    | effective January 1, 2008 |
| 3%    | effective July 1, 2008    |
| 3%    | effective July 1, 2009    |
| 2.25% | effective July 1, 2010    |
| 2.25% | effective July 1, 2011    |

##### Additional Compensation

In order to receive the following additional compensation, an employee in a classification with steps must hold the fifth step of their classification for a minimum of twelve (12) months prior to receiving the additional compensation. A flat-rated, full time employee shall receive the additional compensation upon the effective date specified below:

|       |                           |
|-------|---------------------------|
| 2.75% | effective January 1, 2010 |
| 2.75% | effective January 1, 2011 |
| 2.75% | effective January 1, 2012 |

FOR LIUNA:

  
\_\_\_\_\_  
Fred W. Lowe  
Business Manager

12-3-07  
Date

FOR THE CITY:

  
\_\_\_\_\_  
Karen L. Sisson  
City Administrative Officer

12/10/07  
Date

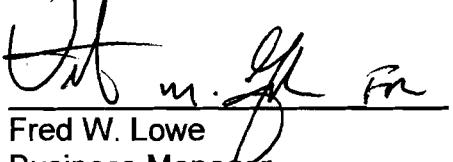
\_\_\_\_\_  
Gordon Carpenter  
Chapter President

\_\_\_\_\_  
Date

**LETTER OF INTENT**  
**SUPERVISORY BLUE COLLAR UNIT**  
**MEMORANDUM OF UNDERSTANDING NO. 12**  
**BOOT ALLOWANCE**

The parties agree to the following, notwithstanding Article 5.14 of the 2007-12 MOU. The following is for the term of this contract only, which expires on June 30, 2012. In the second year of this contract beginning July 1, 2008, in the third year of this contract beginning July 1, 2009, in the fourth year of this contract beginning July 1, 2010, and in the fifth year of this contract beginning July 1, 2011, an additional shoe allowance payment of \$25.00 per year shall be made to all full-time employees who otherwise meet the criteria and are required to wear a specific safety-type workshoe/boot.

FOR LIUNA:

  
Fred W. Lowe  
Business Manager

12-3-07  
Date

FOR THE CITY:

  
Karen L. Sisson  
City Administrative Officer

12/10/07  
Date

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Gordon Carpenter  
Chapter President

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Date

**LETTER OF INTENT**  
**SUPERVISORY BLUE COLLAR UNIT**  
**MEMORANDUM OF UNDERSTANDING NO. 12**

**JLMC SUPPORT**

In support of Charter Section 234, which encourages joint labor/management partnerships, during the term of this MOU, the City agrees to maintain a contract not to exceed budgeted funds, with the Federal Mediation and Conciliation Service, or like body, to provide training and facilitation services for new or existing labor/management committees.

FOR LIUNA:

  
\_\_\_\_\_  
Fred W. Lowe  
Business Manager

12-3-07  
Date

FOR THE CITY:

  
\_\_\_\_\_  
Karen L. Sisson  
City Administrative Officer

12/10/07  
Date

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Gordon Carpenter  
Chapter President

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Date

**LETTER OF INTENT**  
**SUPERVISORY BLUE COLLAR UNIT**  
**MEMORANDUM OF UNDERSTANDING NO. 12**

**SENIOR TRAFFIC SUPERVISOR**

The parties agree that if, during the term of the 2007-12 MOU, a pay grade III is established for the classification of Traffic Officer, prior to the implementation of the new pay grade, the parties will reopen the MOU to meet and confer regarding the potential impact of the new pay grade on the compensation for the class of Senior Traffic Supervisor and regarding the impact of the new pay grade on bargaining unit work.

FOR LIUNA:



Fred W. Lowe  
Business Manager

12-3-07

Date

FOR THE CITY:



Karen L. Sisson  
City Administrative Officer

12/10/07

Date

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Gordon Carpenter  
Chapter President

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Date

## LETTER OF INTENT

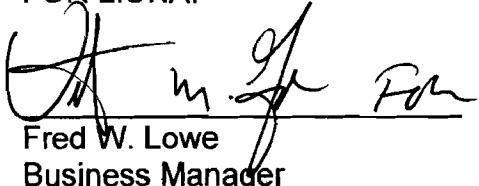
### SUPERVISORY BLUE COLLAR UNIT MEMORANDUM OF UNDERSTANDING NO. 12

#### CONTRIBUTIONS TO THE LIUNA PENSION FUND

The parties understand that the contribution to the LIUNA National (Industrial) Pension Fund (hereinafter "the Fund") provided in Article 2.8 of the Supervisory Blue Collar Memorandum of Understanding is an employer contribution as required by the Fund. It is also understood that the contribution is paid for by a permanent reduction in wages for unit members. This reduction is already reflected in the salary tables attached to the MOU and all previous MOUs since the City began making contributions to the LIUNA Pension Fund reflect the salary for all purposes including, but not limited to, base wages, overtime, contribution to LACERS and final average salary for retirement purposes. Finally, the union agrees that it will not advocate for, sponsor or fund legal action against the City related to the calculation or use of the salary tables attached to the MOU.

In consideration of the above, the parties agree that all full-time, active unit members as of July 1, 2004 shall receive a special \$1,000 payout from their employing department upon their retirement. In order to receive the special retirement payout, an employee must have been an active, bargaining unit member on July 1, 2004 and had continuous service as a bargaining unit member for a minimum of one year prior to his or her retirement.

FOR LIUNA:

  
\_\_\_\_\_  
Fred W. Lowe  
Business Manager

12-3-07

Date

FOR THE CITY:

  
\_\_\_\_\_  
Karen L. Sisson  
City Administrative Officer

12/10/07

Date

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Gordon Carpenter  
Chapter President

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Date

**LETTER OF INTENT**  
**SUPERVISORY BLUE COLLAR UNIT**  
**MEMORANDUM OF UNDERSTANDING NO. 12**  
**TREE SURGEON SUPERVISOR II POSITIONS**  
**PUBLIC WORKS - BUREAU OF STREET SERVICES**

Effective upon implementation of the 2007-2012 Memorandum of Understanding, the undersigned parties agree as follows:

The Union accepts and acknowledges the right of Management in the Bureau of Street Services to assign Tree Surgeon Supervisor II incumbents to any Tree Surgeon Supervisor II position, in accordance with the City's Employee Relations Ordinance, in order to meet operational needs and to provide cross-training and enhanced promotional opportunities for employees in the Tree Surgeon Supervisor II classification and pay grade.

FOR LIUNA:

  
Fred W. Lowe  
Business Manager

FOR MANAGEMENT:

Cynthia Ruiz, President  
Board of Public Works

Date: 12-3-07

Date: \_\_\_\_\_

Gordon Carpenter  
Chapter President

William Robertson, Director  
Bureau of Street Services

Date: \_\_\_\_\_

Date: \_\_\_\_\_

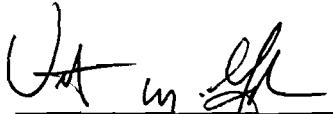
**LETTER OF INTENT**

**SUPERVISORY BLUE COLLAR UNIT  
MEMORANDUM OF UNDERSTANDING NO. 12**

**SENIOR ANIMAL CONTROL OFFICER I AND II  
ANIMAL CARE TECHNICIAN SUPERVISOR**

The parties agree to a review by the Personnel Department of relevant documentation to determine the appropriate duties and responsibilities for the above named classes. This review will be done during the term of this Memorandum of Understanding. Furthermore, the parties agree to a reopeners should there be material changes in either classification.

FOR LIUNA:

  
\_\_\_\_\_  
Fred W. Lowe  
Business Manager

12-3-07  
Date

FOR THE CITY:

  
\_\_\_\_\_  
Karen L. Sisson  
City Administrative Officer

12/10/07  
Date

---

Gordon Carpenter  
Chapter President

---

Date

## LETTER OF INTENT

### SUPERVISORY BLUE COLLAR UNIT MEMORANDUM OF UNDERSTANDING NO. 12

#### SENIOR AND PRINCIPAL DETENTION OFFICER

The parties agree to a review by the Personnel Department of relevant documentation to determine the appropriate duties and responsibilities for the above named classes. This review will be done during the term of the Memorandum of Understanding. Furthermore, the parties agree to a reopeners should there be material changes in either classification.

FOR LIUNA:



Fred W. Lowe  
Business Manager

12-3-07

Date

FOR THE CITY:



Karen L. Sisson  
City Administrative Officer

12/10/07

Date

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Gordon Carpenter  
Chapter President

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Date

## LETTER OF INTENT

### SUPERVISORY BLUE COLLAR UNIT MEMORANDUM OF UNDERSTANDING NO. 12

#### SICK AND VACATION TIME

It is the City's intent to establish a program that allows more flexibility regarding accumulated sick and vacation time at retirement. It is the intent of the City to have such a program in place by July 2008.

FOR LIUNA:

Fred W. Lowe  
Fred W. Lowe

Business Manager

12-3-07

Date

FOR THE CITY:

Karen L. Sisson

Karen L. Sisson  
City Administrative Officer

12/10/07

Date

Gordon Carpenter  
Chapter President

Date

**MEMORANDUM OF UNDERSTANDING NO. 12**

**AMENDMENT NO. 1**

**JOINTLY SUBMITTED TO THE CITY COUNCIL  
REGARDING THE  
SUPERVISORY BLUE COLLAR UNIT  
FOR A**

**ALTERNATIVE WORK SCHEDULE FOR SPECIFIED SENIOR AND  
PRINCIPAL DETENTION OFFICERS**

**BY AND BETWEEN**

**THE LOS ANGELES POLICE DEPARTMENT  
AND THE  
CITY ADMINISTRATIVE OFFICER  
(herein referred to as "Management")**

**AND THE**

**LIUNA, LOCAL 777  
(herein referred to as "Union")**

## **ARTICLE I.            PURPOSE**

The parties agree to the following terms and conditions as they apply to Senior and Principal Detention Officers in the Jail Division of the Los Angeles Police Department. This Agreement will serve to modify the work hours and working conditions to implement an Alternative Work Schedule (AWS) for Senior and Principal Detention Officers represented by LIUNA, Local 777, Supervisory Blue Collar Unit (MOU 12).

## **ARTICLE II.            LIMITATIONS**

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

- G. All provisions of this Agreement are created solely for and specifically apply to the AWS shall be null and void if the AWS is terminated. Should Management provide additional benefits to employees in relation to the AWS, such benefits, whether specified or a practice, shall not be continued unless mutually agreed upon by Management and the Union.
- H. Except as modified by this Amendment, no provision of the current MOU 12 or Letters of Intent are affected by this agreement. Unless modified by this Amendment, it is the intent of the parties to abide by articles and provisions of MOU 12 as they apply to the AWS except for provisions modified by this or future Amendments or agreements specifically related to AWS.

### **ARTICLE III. TERM**

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

### **ARTICLE IV. WORKING HOURS**

- A. Except as otherwise provided for in MOU 12 and this Agreement, the 3/12 Plan requires Senior and Principal Detention Officers to generally be scheduled to work 13 days consisting of 12-hour shifts totaling 156 hours in a twenty-eight (28) day deployment period. For timekeeping purposes, each employee assigned to work a 12-hour shift shall be scheduled for 4 hours of holiday time each DP. The 4 hours of holiday time shall be scheduled on the last regularly scheduled day off of the Deployment Period. Senior and Principal Detention Officers will receive 4 hours of holiday time each DP and will not receive any of the holidays specified in Article 5.12 of MOU 12.
- B. A 4/10 schedule will be available on two mid-watches, deployment permitting, only at the regional jails. Area jails will only be on the 3/12 schedule. Assignment of watches shall be at the discretion of the Commanding Officer of Jail Division. For employees working the 10-hour shift, each employee will generally be scheduled to work 15 days consisting of 10-hour shifts totaling 150 hours in a DP during the DPs with one scheduled holiday. It shall be Management's discretion to determine the DPs during which an employee must work 14 or 16 10-hour shifts. Employees working the 10-hour shift shall have holidays scheduled pursuant to days off in lieu of a holiday as specified on the annual deployment calendar. For timekeeping purposes, during any DP when an employee is scheduled to work 14 or 15 days, the employee shall be scheduled for 10-hour holidays.

- C. Administrative positions will either be scheduled on a 5/40 or 9/80 work schedule. Administrative positions are not exempt from 29 United States Code (U.S.C) § 207(k) and are subject to Article 3.6 of MOU #12.
- D. Under the AWS, an additional thirty (30) minutes will be added to each twelve-hour (12) shift to account for a 30-minute unpaid meal break.
- E. The starting time for each shift shall be at the discretion of the Commanding Officer of the Jail Division.
- F. Under the AWS, employees on the 3/12 plan who are off for one full working day shall be reported as off for 12 hours. Employees on the 4/10 plan who are off for one full working day shall be reported as off for 10 hours. Employees on the 9/80 plan who are off for one full working day shall be reported as off for nine hours. Employees on the 5/40 plan who are off for one full working day shall be reported as off for 8 hours.
- G. When an employee is assigned to attend training and the training is less than 12 hours for employees on a 3/12 schedule, or less than 10 hours for employees on a 4/10 schedule, or less than 9 hours on a 9/80 schedule, the employee shall promptly return to his/her division and work the remaining hours, or use vacation time or accumulated time off to cover the remaining hours, subject to advance management approval. At the discretion of the Commanding Officer of Jail Division or his or her designee, and after considering the impact on the Section's ability to adequately deploy personnel and accomplish its mission, the employee may work the remaining hours during the same DP.
- H. Employees working the 3/12 schedule shall not engage in any outside employment within twenty-four hours of beginning such shift or on a regularly scheduled work day. In accordance with LAPD Manual Section 3/744, any outside employment must first be approved by the Department.
- I. In order to avoid fatigue, employees working the 3/12 schedule will not be permitted to work more than four (4) days at a stretch.

## **ARTICLE VI. TIMEKEEPING**

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

ten (10) days. Adjustments to the employees' pay shall be made during the following deployment period.

\* "Smoothing" refers to paying employees for 80 hours in a pay period when they do not have 80 compensable hours. This is done in anticipation that they will have at least 160 compensated hours during that Deployment Period. Smoothing is also done in cases when employees work more than 80 hours in a pay period in anticipation that they will work 160 hours in a deployment period.

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

## **ARTICLE VII. OVERTIME**

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

## **ARTICLE VIII. HOLIDAYS AND HOLIDAY PREMIUMS**

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

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

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

B. Time-and-one-half premium pay shall be submitted as straight time equal to one half of the hours worked for a maximum of six hours straight time. For example, employees assigned to a 10-hour shift will receive premium pay of 5 hours; and employees assigned to a 12-hour shift will receive premium pay of 6 hours. Premium pay shall not apply to overtime hours worked in excess of the normal tour of duty.

**Exception:** For the Easter and Memorial Day holidays, the maximum number of hours which can be submitted for premium pay purposes is **four** hours regardless of the number of hours actually worked.

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

C. Notwithstanding the previous language, whenever a special holiday is declared by proclamation of the Mayor with concurrence of the Council, the Chief of Police is hereby authorized to grant to each employee a day off with full pay. Such day off shall be in addition to any other day off authorized and granted each employee under the provisions of this agreement and the MOU and may be allowed either on the same day that is declared a special holiday by the Mayor and Council or on any subsequent day at the discretion of the Chief of Police.

D. Effective upon implementation of the alternative work schedule, employees shall be entitled to the number of remaining holiday hours in lieu of holidays as designated on the Deployment Schedule for that calendar year.

E. If the AWS discontinues, employees will once again receive holidays in accordance with the MOU for the class. The employee's holidays will not be recalculated retroactively using the standard holidays per the MOU.

## **ARTICLE IX. FLOATING HOLIDAYS**

Senior and Principal Detention Officers are not entitled to the Floating Holidays in Article 5.12 Section I 14. and Article 5.12 L. of MOU 12.

## **ARTICLE X. BEREAVEMENT LEAVE**

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

## **ARTICLE XI. BID SYSTEM**

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

For the Union:

  
FRED LOWE  
Business Manager/  
Secretary Treasurer  
LIUNA, Local 777

12/11/08  
Date

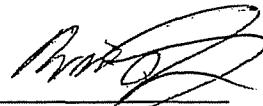
  
VICTOR GORDO  
LIUNA, Local 777

12/11/08  
Date

For Management:

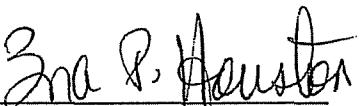
  
RAYMOND P. CIRANNA  
Interim City Administrative Officer

12/23/08  
Date

  
WILLIAM J. BRATTON  
Chief of Police  
Los Angeles Police Department

12/17/08  
Date

Approved as to form:

  
ZNA PORTLOCK HOUSTON  
Office of the City Attorney

12/8/08  
Date

## APPENDIX

### Time Conversion for Work Hours

The following table shall be used to convert specified time periods from days to hours. All other provisions of the applicable Articles of this MOU and Charter §1070 remain the same.

|                                     | <u>Days</u> | <u>Hours</u>  |
|-------------------------------------|-------------|---|
| Vacation                            | 11          | 88  |
|                                     | 17          | 136   |
|                                     | 18          | 144   |
|                                     | 19          | 152   |
|                                     | 20          | 160   |
|                                     | 21          | 168   |
|                                     | 22          | 176   |
|                                     | 23          | 184   |
|                                     | 24          | 192   |
|                                     | 25          | 200   |
| <br>                                |             |   |
| Sick Leave                          |             |   |
| 100%                                | 12          | 96  |
| 75%                                 | 5           | 40  |
| <br>                                |             |   |
| Accumulated Sick Leave <sup>1</sup> |             |   |
| 100%                                | 100         | 800   |
| 75%                                 | 100         | 800   |
| <br>                                |             |   |
| Preventive Med/Dental               | 2           | 16 (Includes employee's family)   |
| Family Illness                      | 12          | 96  |
| Bereavement Leave <sup>2</sup>      | 3           |   |
| Leave w/Bereav. Lv                  | 2           |   |
| Military Leave                      | 30          | 174 (Maximum number of hours per fiscal year)<br>(California State Entitlement – may be entitled to<br>Additional benefits per City Ordinances) |
| Injured on Duty                     | 261         | 2088 (Maximum number of hours per IOD case<br>Number)   |
| Suspension <sup>3</sup>             | 1           | 8   |

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<sup>1</sup> This shows the maximum number of hours that may be accumulated for Sick Leave in each category. Time on the job and use of sick leave by the employee for his or her own illness, family illness and preventative medical/dental leave determines when an employee may achieve the maximum balance.

<sup>2</sup> Bereavement Leave is counted in days and is **not** converted to hours.

<sup>3</sup> For the purpose of calculating suspensions, each "working day" is equivalent to eight (8) hours.