



Office of the Los Angeles City Attorney  
Hydee Feldstein Soto

## MEMORANDUM

To: The Honorable Karen Bass  
Mayor of Los Angeles  
City Hall  
Los Angeles, CA 90012

Honorable Members of City Council  
City Of Los Angeles  
City Hall  
Los Angeles, CA 90012

From: Kyle Kirkpatrick, Grants Coordinator

Date: December 20, 2023

Re: LA County Criminal Record Clearing Project – HEART FY2023-2024

As detailed in the CAO Grants Acceptance form, the LA County Homeless Court Program, administered by the LA City Attorney's Homeless Engagement and Response Team (HEART), will continue operating its mobile program to assist homeless individuals or individuals at risk of homelessness through citation clinics supported through \$965,635 in continuation funding from June 18, 2023 through June 15, 2024.

Launched countywide under the Measure H Criminal Record Clearing Project in July, 2018, field teams began assisting individuals experiencing homelessness or at risk of homelessness to resolve eligible infraction citations and associated warrants, fines, and fees. From July 1, 2021 through June 30, 2022 the program conducted 42 homeless outreach events and directly engaged with 601 homeless persons. During this period, 1,087 petitions were filed for dismissal and 1,203 dismissal motions were granted.

FY 2023/24 funding will sustain the HEART field teams established under Measure H funding. These teams will run criminal background records, manage mobile team deployments, motion the Los Angeles Superior Court to secure dismissals, coordinate with the court clerk to ensure fines and fees are pulled from collections, work with cross-jurisdictional partners to approve motions, work with service agencies to coordinate large events, recruit new service providers and resource agencies to support the mobile teams, and coordinate existing service providers to process participants. Measure H funding is approved on an annual basis.

The County has indicated its intent to renew funding to sustain the program.



**City of Los Angeles**  
Grant Award Notification and Acceptance

Recipient Department			
This Grant Award is: <input type="checkbox"/> New <input checked="" type="checkbox"/> Continuation/Renewal <input type="checkbox"/> Supplemental <input type="checkbox"/> Suballocation			
Grants Coordinator:	Cynthia	E-Mail:	Phone:
Project Manager:	Janette Flintoft	E-Mail:	Phone:
Department/Bureau/Agency:	City Attorney	Date:	12/20/2023

Grant Information				
Name of Grantor:		Pass Through Agency:		
County of Los Angeles				
Grant Program Title:		Notification of Award Date:		
LA Criminal Record Clearing Project - HEART FY2023/24		07/01/2023		
Funding Source (Public / County/Regional)	Grant Type: Non-Competitive/Formula	Funds Disbursement:	Agency's Grant ID:	
			CFDA#:	
			Other ID#:	
			eCivis ID#:	
Match Requirement:	None	Amount:	\$0.00	%Match 0
Match Type:	Identify Source of Match:			
<b>Fiscal Information:</b>	Awarded Funds:	Match/In-Kind Funds:	Additional/Leverage Funds:	Total Project Budget:
	\$965,635	\$0	\$118,222	\$1,083,857

Approved Grant Budget Summary				
Category	Awarded	Match	Additional	Explanation
<b>Personnel</b>				
Deputy City Attorney II/III	\$143,800			100% FTE
Deputy City Attorney II	\$157,900			100% FTE
Administrative Coordinator II	\$110,500			100% FTE
Administrative Coordinator II	\$71,030			100% FTE
Administrative Coordinator I/II	\$90,879			100% FTE
Administrative Coordinator I/II	\$91,700			100% FTE
<b>Materials/Supplies</b>				
Database and Software	\$6,500			
<b>Travel</b>				
Transportation	\$500			
<b>Related Costs</b>				
CAP 41 - Fringe Benefits	\$284,726		\$5,434	43.58%
CAP 41 - Indirect Costs			\$112,788	16.94% - General Fund
Language Bonus Pay	\$8,100			
<b>Total</b>	\$965,635	\$0	\$118,222	

Approved Project	
Descriptive Title of Funded Project: LA Criminal Record Clearing Project - HEART FY2023/24	
Performance Period Start/End Dates (Month/Day/Year):	Citywide:
Start: 06/18/2023 End: 06/15/2024	Affected Council District(s):
	Affected Congressional District(s):
Purpose:	
Identify Internal Partners (City Dept/Bureau/Agency):	
Identify External Partners:	

Summary
Please provide a project summary including goals, objectives (metrics), specific outcomes, and briefly describe the activities that will be used to achieve these goals. You may attach an additional sheet of paper if necessary.

Continuation funding for the LA County Homeless Court. The Los Angeles City Attorney's Homeless Engagement and Response Team (HEART) administers the LA County Homeless Court program. The Homeless Court helps unhoused individuals or individuals at risk of experiencing homelessness clear traffic and other infraction tickets by engaging in services instead of paying fines and fees. These low-level criminal cases can have collateral consequences for employment and housing. HEART frequently reviews cases that have amassed thousands of dollars in fines and fees, involving violations ranging from jaywalking to drinking in public to driving on a suspended license. HEART works with approved social service providers to confirm that participants are engaging in services before coordinating with local prosecutors and the LA County Superior Court to dismiss citations and/or suspend outstanding fines and fees. Participants can connect with HEART through two main ways: (1) by attending an in-person event and completing an intake with a HEART member; or (2) having an approved service provider submit a direct referral to HEART.

**Recommendations**

Please provide a complete list of necessary actions for implementation, including acceptance of the award by the City, Controller instructions for fund and accounts set-up, coordination of project activities (such as contract and position authorities).

1. AUTHORIZE the City Attorney, or designee, to:
  - a. Accept and execute the grant award agreement in the amount of \$965,635 between the City and the County of Los Angeles from June 18, 2023 to June 15, 2024, subject to the approval of the City Attorney as to form;
  - b. Accept the grant award in the amount of \$965,635 from the County of Los Angeles;
  - c. Prepare Controller instructions for any necessary technical adjustments, subject to the approval of the City Administrative Officer and instruct the Controller to implement the instructions.
2. AUTHORIZE the Controller to:
  - a. Establish a receivable within Fund 368 in the amount of \$965,635 from the County of Los Angeles;
  - b. Establish a new appropriation account within Fund 368 as follows:  
Account 12Y861 – HEART Criminal Records Clearance Project FY23-24 - \$965,635
  - c. Upon receipt of grant funds and approval of grant expenses, TRANSFER up to \$665,809 from Fund 368, Department 12, Account 12Y861 – HEART Criminal Records Clearance Project FY23-24 to Fund 100, Department 12, Account 001010 – Salaries General as reimbursement for City Attorney salary expenses of the six (6) resolution authorities;
  - d. Upon receipt of grant funds and approval of grant expenses, TRANSFER up to \$284,726 from Fund 368, Department 12, Account 12Y861 – HEART Criminal Records Clearance Project FY23-24 to Fund 100, Department 12, Revenue Source 5346 – Related Cost Reimbursement from Grants as reimbursement for City Attorney fringe benefits related to the HEART Criminal Records Clearance Project FY23-24.

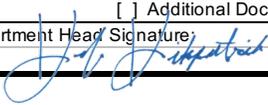
**Fiscal Impact Statement**

Please describe how the acceptance of this grant will impact the General Fund. Provide details on any additional funding that may be required to implement the project/program funded by this grant.

The total cost of the HEART Criminal Records Clearance Project FY23-24 program is \$1,083,857 of which \$965,635 will be reimbursed by the County of Los Angeles. The General fund contribution is \$118,222 in fringe and related costs (CAP 41) which are already included in the City Attorney adopted budget.

**Acceptance Packet**

The above named Department has received an award for the Grant Program identified above, accepts full responsibility for the coordination and management of all Grant funds awarded to the City, and will adhere to any policies, procedures and compliance requirements set forth by the Grantor and its related agencies or agents, as well as those of the City, and its financial and administrative departments. The following items comprise the Acceptance Packet and are attached for review by the CAO Grants Oversight Unit:

<input checked="" type="checkbox"/> Grant Award Notification and Acceptance	<input type="checkbox"/> Copy of Award Notice
<input checked="" type="checkbox"/> Grant Project Cost Breakdown (Excel Document)	<input checked="" type="checkbox"/> Copy of Grant Agreement (if applicable)
<input checked="" type="checkbox"/> Detail of Positions and Salary Costs (Excel Document)	<input type="checkbox"/> Additional Documents (if applicable)
Department Head Name: Kyle Kirkpatrick	Department Head Signature: 
	Date: 12/20/23

**For CAO Use Only**

The Office of the City Administrative Officer, Grants Oversight Unit has reviewed the information as requested, and has determined that the Acceptance Packet is:

- Complete The Acceptance Packet has been forwarded to appropriate CAO analyst
- Returned to Department (Additional information/documentation has been requested.)
- Flagged (See comments below.)

Comments:

CAO Grants Oversight Unit Signature:

Date:

**Grant Award Notification and Acceptance  
Grant Project Cost Breakdown**

					Department:	Los Angeles City Attorney
Homeless Court Program			Additional Costs**			
Grant Project Breakdown		Grant Funds	City Funds	Non-City Funds	Total	Comments
<b>Salaries</b>						
1010 Salaries General		665,809			665,809	
1020 Salaries Grant Reimbursed					-	
1070 Salaries As Needed					-	
1090 Overtime					-	
<b>Salaries Total:</b>		665,809			665,809	
<b>Related Costs City Attorney</b>						
	<b>CAP Rate</b>					
Fringe Benefits	43.58%	284,726	5,434		290,160	
Language Bonus Pay		8,100			8,100	
Department Administration	12.60%		83,892		83,892	
Central Services	4.34%		28,896		28,896	
<b>Related Costs Total:</b>		\$ 292,826	\$ 118,222	\$ -	411,048	
<b>Expense</b>						
2120 Printing & Binding					-	
2130 Travel		500			500	
3040 Contractual Services					-	
3310 Transportation					-	
4160 Governmental Meetings					-	
6010 Office Supplies		6,500			6,500	Case management system, software, equipment, and supplies
6020 Operating Supplies					-	
7300 Equipment					-	
					-	
<b>Expenses Total:</b>		\$7,000	\$0	\$0	7,000	
<b>Grand Total:</b>		\$ 965,635	\$ 118,222	\$ -	\$ 1,083,857	
*Please use the full Cost Allocation Plan (CAP) rates unless disallowed by the Grantor. CAP rates should be applied to Gross Salaries (including Compensated Time Off.)						
**Other sources of funding. Please indicate whether these funds are part of a match requirement and whether they are already provided or new funding is required.						





**Memorandum of Understanding**

**Between**

**County of Los Angeles, Office of the Public Defender**

**and the**

**City of Los Angeles, Office of the City Attorney**

**for the**

**Criminal Record Clearing Project**

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MEMORANDUM OF UNDERSTANDING  
Between the  
County of Los Angeles, Office of the Public Defender  
and the  
City of Los Angeles, Office of the City Attorney  
for the  
Criminal Record Clearing Project

This Memorandum of Understanding (MOU) is entered into by and between the County of Los Angeles, Office of the Public Defender (“Public Defender” and/or “County”) and the City of Los Angeles, Office of the City Attorney (“City” and/or “Contractor”), collectively referred to herein as "Parties".

**WHEREAS**, on April 4, 2006, the County Board of Supervisors approved the Homeless Prevention Initiative (HPI) which included the recommendation and on-going funding to enhance and stabilize the functioning of the Los Angeles County Homeless Court Program (Homeless Court) now known as part of the Criminal Record Clearing Project;

**WHEREAS**, on June 13, 2017, the Los Angeles County Board of Supervisors approved for fiscal year 2017/2018 funding for the Public Defender to implement Homeless Initiative Strategy D6 – Criminal Record Clearing Project (CRCP) through the deployment of mobile staff who will provide misdemeanor and felony record clearing services to persons experiencing homelessness; and on May 15, 2018, the Los Angeles County Board of Supervisors approved increased funding for fiscal year 2018/2019 to incorporate into the CRCP infraction clearing services provided by Homeless Court. On May 15, 2019, the Los Angeles County Board of Supervisors approved funding to expand the countywide expansion of the Homeless Court for fiscal year 2019/2020. On April 2, 2020, the Public Defender received confirmation from the Board of Supervisors that funding would be extended for fiscal year 2020/2021. On July 13, 2021, the Los Angeles County Board of Supervisors voted to extend funding to the D6 Criminal Record Clearing Project for fiscal year 2021/2022, expanding the budget to accommodate for increased costs the Los Angeles City Attorney team to administer the Los Angeles County Homeless Court Program. On May 13, 2022, a First Amended and Restated MOU was signed by the Parties for fiscal year 2021/2022 to include expanded record clearing for additional criminal and administrative matters under the City’s jurisdiction as part of

Homeless Court. On February 17, 2023, the Parties signed an MOU for the continued operation of Homeless Court for fiscal year 2022/2023;

**WHEREAS**, the City is a public entity with recognized professionals and experience in providing effective services to individuals experiencing homelessness, and having assumed the legal duties for the last seven years of Homeless Court and the remaining participants under the prior program designed under a Memorandum of Understanding executed on June 25, 2015;

**WHEREAS**, the Public Defender and the City have mutually agreed that it is in the best interest of the County to restructure Homeless Court to deploy the Public Defender to provide legal services Countywide as part of the Criminal Record Clearing Project, allow for the resolution of all criminal and administrative matters under the Los Angeles City Attorney's jurisdiction; and

**NOW, THEREFORE**, in consideration of the foregoing and of the promises and the covenants set forth herein, the Parties agree as follows:

## **I. PURPOSE**

This MOU outlines the Parties' understanding with regard to the operation of Homeless Court. Homeless Court will continue to help individuals experiencing homelessness or at risk of experiencing homelessness resolve all outstanding eligible criminal and administrative matters and associated warrants. The related warrants and fines can detrimentally affect a person's ability to access employment, social services and permanent housing opportunities.

The Public Defender's mobile unit deploys in the community and accepts referrals from community-based organizations and homeless service agencies for individuals who need support with criminal expungements. The Public Defender recognizes that additional support is necessary from Homeless Court to give participants the opportunity to resolve eligible criminal and administrative matters and associated warrants.

The Public Defender conducts misdemeanor and felony record clearing outreach events with its community partners. Since the Public Defender does not provide criminal and administrative clearing services, Homeless Court is necessary to provide participants the opportunity to resolve eligible criminal and administrative matters and associated warrants. Homeless Court participants are

required to actively engage in case management or to complete identified services specific to their needs in order to have the citations, fines, criminal cases, drivers' and employment license restrictions, and/or warrants removed from their record. These services include but are not limited to the following: enrolling into the Coordinated Entry System, seeking housing, obtaining Identification or drivers' licenses, obtaining medical and/or dental care, obtaining food, clothing, or toiletries, connecting with job readiness programs, and/or obtaining eligible public benefits.

## **II. TERM OF MOU**

**The term of this MOU shall be June 18, 2023 through June 15, 2024 (“Grant Period”)**, commencing upon full execution by the City and the Public Defender, unless sooner terminated or extended, in whole or in part, as provided in this MOU.

To the extent that the City may have begun performance of the services before the date of execution at the County's request and due to immediate needs, the County hereby ratifies and accepts these services performed in accordance with the terms and conditions of this Agreement.

## **III. PUBLIC DEFENDER RESPONSIBILITIES**

1. The Public Defender agrees to provide, through the efforts of its CRCP staff, the following services to persons experiencing homelessness or who are at risk of homelessness:

- a) Provide legal representation for the clearing of eligible misdemeanor and felony offenses.
- b) Refer clients to housing and supportive services.

2. The Public Defender will review and be responsible for any requests for changes to this MOU and/or budget.

3. The Public Defender will submit all invoices and reports to the CEO's Service Integration Branch, Housing and Homeless Unit (SIB-HHU) Homeless Coordinator.
4. The Public Defender will provide payment to the City for all salaries, employee benefits, and other expenditures as set out in the attached Budget.
5. The Public Defender will serve as the lead agency of the Criminal Record Clearing Project.
6. If the Public Defender discovers that a client has an outstanding non-felony-related bench warrant it may at its discretion refer the client to Homeless Court.

#### **IV. FISCAL PROVISIONS**

1. The Public Defender shall make payments to the City Attorney for services rendered pursuant to this MOU. Such payment shall be made from the Homeless Initiative CRCP funds as approved by the Board of Supervisors. Payment terms are as follows:

a) The City Attorney shall submit monthly invoices that comply with Auditor-Controller guidelines. Expenditures must correspond to the CRCP budget approved by the Board of Supervisors. Proposed changes to the budget must be submitted to both parties. Changes to the budget over Ten Thousand Dollars (\$10,000.00) require approval by the Board of Supervisors. Changes under Ten Thousand Dollars (\$10,000.00) can be approved by the SIB-HHU's Homeless Coordinator.

b) The City Attorney invoices must be submitted by the 15<sup>th</sup> day of the following service month to:

Sung Lee  
Fiscal Services  
Los Angeles County Public Defender  
210 West Temple Street, 19<sup>th</sup> Floor  
Los Angeles, CA 90012  
Phone: (213) 974-3081  
Fax: (213) 625-5031  
**Email:** [slee2@pubdef.lacounty.gov](mailto:slee2@pubdef.lacounty.gov)

c) The City shall retain supporting documentation for invoices including salary, employee benefit, and operating expenditures for audit/inspection for five fiscal years. Expenses are to be identified by line item.

## **V. CITY RESPONSIBILITIES**

1. The City will provide the services outlined in the Statement of Work and Budget included in Exhibit A.
2. The City will establish relationships with other jurisdictions in order to expedite the clearing of charges and/or warrants identified through Homeless Court.
3. The City will work with the SIB-HHU and the Public Defender to resolve any contractual issues related to the performance measures.
4. The City will retain discretion in setting its calendar for participation in CRCP events.
5. The City will establish relationships with community-based organizations, homeless service agencies, public agencies, and other agencies providing services to indigent clients, to develop a direct referral process for individuals actively engaged in case management.
6. The City may deploy its staff to CRCP events; the City will consult regularly with the Public Defender regarding CRCP and other events, but given the City's limited means, it will not deploy to every CRCP event.
7. The City may participate in CRCP or other events that do not include the Public Defender mobile teams.
8. The City will submit any requests for changes to this MOU and/or budget to the Public Defender in writing as outlined in this MOU.
10. Eligibility for Homeless Court matters will be at the discretion of the City Attorney.

## **VI. COMPENSATION**

Measure H funding will support one hundred percent (100%) of the Public Defender's Criminal Record Clearing Project's budget and the remaining Nine Hundred and Sixty-Five Thousand, Six Hundred, and Thirty-Five Dollars (\$965,635.00) will go to the City's budget.

Under this Agreement, reimbursement for eligible City employee's salaries, benefits, operating expenses, and other personnel expenses will be made based on the Statement of Work and Budget in Exhibit A.

Only the following categories are considered City salary and benefit components that are eligible for reimbursement under this Agreement:

- Salary and benefits earned through actual time a City employee works on Homeless Court-related matters, including but not limited to salary and benefits for remote work (i.e., telework, work-from-home, etc.);
- Vacation time, sick time, and all compensated and floating holiday time earned and used by a City employee while working on Homeless Court-related matters. In the event a City employee's record reflects working on matters other than CRCP, the City must provide confirmation on their reimbursement claim documentation that the hours claimed were earned while the City employee worked full-time for CRCP. For purposes of this agreement, the following City payroll categories shall be considered as part of that City employee's salary and benefits, so long as the following items were earned and used while working on Homeless Court:
  - "Personal leave" (City payroll code PL) in accordance with Article 39, Personal Leave, of Exhibit B;
  - "COVID exposure or illness" (City payroll code QQ) in accordance with section QQ, Workplace Exposure to a COVID case, of Exhibit C; and
  - "COVID positive illness" (City payroll code QG or QZ) in accordance with sections QG and QZ, COVID-19 Positive Test (workplace or non-workplace exposure, respectively), of Exhibit C;
- For attorneys, in lieu of paid overtime, "comp time" (i.e., "attorney excess time off") that was earned while a City employee works on Homeless Court-related matters (City payroll code OA), in accordance with Article 10, Working Hours, of Exhibit B. The City shall retain documentation to support

the justification for comp time and the activities conducted. This documentation must be provided to the County upon request;

- For non-attorneys, in lieu of paid overtime, comp time (i.e., “overtime taken off (1.5)”) that was earned while a City employee works on Homeless Court-related matters (City payroll code TO), in accordance with Article 33, Overtime, of Exhibit D. The City shall retain documentation to support the justification for comp time and the activities conducted. This documentation must be provided to the County upon request.

The aforementioned City salary and benefits components, other than a City employee’s actual salary and benefits, are only reimbursable for up to six City personnel designations that are assigned to and working full-time for CRCP, within the following City Attorney Homeless Court positions:

- 1) Supervising Deputy City Attorney I – IV,
- 2) Deputy City Attorney I – IV,
- 3) Administrative Coordinator I – IV,
- 4) Administrative Coordinator I – IV,
- 5) Administrative Coordinator I – IV, and
- 6) Administrative Coordinator I – IV.

From time-to-time, the City may need to utilize other personnel designations to work on Homeless-court related matters (“Temporary Staff”). Should that occur, the City will inform the Public Defender forthwith. The Public Defender must approve in writing before any Temporary Staff member qualifies for more than \$1,000 of reimbursed salary and benefits in any particular calendar quarter. To the extent non-HEART Staff work on Homeless Court-related matters, only the actual salary and benefits of non-HEART Staff will be reimbursable based on the actual time spent working on Homeless Court-related matters.

The following items shall not be considered to be part of the City’s salaries, and thus are not reimbursable expenses under this Agreement:

- Bereavement leave (City payroll code BL).
- Jury duty time.

Further, the Public Defender must pre-approve, in writing, any other City paid salary and benefit categories not referenced in this Agreement, which were earned and used by a City employee while working on Homeless Court, prior to the City receiving reimbursement for such salary under this Agreement (e.g., military leave, family & medical leave, administrative leave).

The City shall maintain a system of record keeping that will allow the City to determine when it has incurred seventy-five percent (75%) of the total contract authorization under this MOU. Upon occurrence of this event, the City shall send written notification to SIB-HHU within fifteen (15) business days.

There should be no payment for services provided following the expiration/termination of the MOU.

The City shall have no claim against Public Defender for payment of any money or reimbursement, of any kind whatsoever, for any service provided by the City after the expiration or other termination of this MOU. Should the City receive any such payment it shall immediately notify the SIB-HHU and shall immediately repay all such funds to SIB-HHU. Payment by SIB-HHU for services rendered after expiration/termination of this MOU shall not constitute a waiver of Public Defender's right to recover such payment from the City. This provision shall survive the expiration or other termination of this MOU.

## **VII. FURTHER TERMS AND CONDITIONS**

### **A. INDEPENDENT CONTRACTOR STATUS**

This MOU is between the Public Defender and the City and is not intended and shall not be construed to create the relationship of employee, agent, servant, partnership, joint venture, or association, as between the Public Defender and the City. The employees and agents of one party shall not be construed to be employees and agents of the other party.

### **B. ASSIGNMENT, DELEGATION, AND SUBCONTRACTING**

A party shall not assign its rights and/or subcontract, or otherwise delegate, its duties under this MOU, either in whole or in part, without the prior written consent of the other party. Any unapproved assignment, subcontract, or delegation shall be null and void and may result in termination of this MOU.

### **C. INDEMNIFICATION**

The City and Public Defender are public entities. In contemplation of the provisions of section 895.2 of the Government Code of the State of California imposing certain tort liability jointly upon public entities, solely by reason of such entities being parties to an Agreement as defined by section 895 of said Code, the parties hereto, as between themselves, pursuant to the authorization contained in sections 895.4 and 895.6 of said Code, will each assume the full liability imposed upon it or upon any of its officers, agents or employees by law, for injury caused by a negligent or wrongful act or omission occurring in the performance of this Agreement, to the same extent that such liability would be imposed in the absence of section 895.2. To achieve the above-stated purpose, each party indemnifies and holds harmless the other party for all losses, costs, or expenses that may be imposed upon such other party solely by virtue of said section 895.2. The provision of section 2778 of the California Civil Code is made a part hereto as if fully set forth herein. The provisions of this paragraph survive expiration or termination of this Agreement.

### **D. NOTICES**

All notices or demands required or permitted to be given or made under this MOU shall be in writing and shall be hand delivered with signed receipt or mailed by first-class registered or certified mail, postage prepaid, addressed to the Parties at the

following addresses and to the attention of the person named. Addresses and persons to be notified may be changed by either party giving ten (10) calendar days prior written notice thereof to the other party.

Notices to Public Defender shall be addressed as follows:

Jon Trochez  
Los Angeles County Public Defender  
Clara Shortridge Foltz Criminal Justice Center  
210 West Temple St., 19<sup>th</sup> Floor  
Los Angeles, CA 90012

Notices to Contractor shall be addressed as follows:

Kyle Kirkpatrick  
Office of the City Attorney  
City Hall East  
200 N. Main Street, 8<sup>th</sup> Floor  
Los Angeles, CA 90012

#### **E. TERMINATION**

Either party may terminate all or part this MOU for failure to comply with its terms and conditions, provided that a written termination notice is submitted to the other party not less than thirty (30) calendar days prior to the requested termination date. Said notice shall set forth the specific conditions of non-compliance and shall provide a reasonable period of corrective action.

#### **F. GENERAL INSURANCE REQUIREMENTS**

The City certifies that it self-administers, defends, settles and pays third-party claims for bodily injury, personal injury, death, and/or property damage. Protection under this program is warranted to meet or exceed five million dollars (\$5,000,000.00), combined single limit, per occurrence.

Additionally, the City is permissively self-insured for Workers' Compensation under California law. The City of Los Angeles will provide thirty (30) days' written notice of any modification or cancellation of the program.

## **G. AUTHORIZATION WARRANTY**

The City represents and warrants that the person executing this MOU for the City is an authorized agent who has actual authority to bind the City to each and every term, condition, and obligation of this MOU and that all requirements of the City have been fulfilled to provide such actual authority.

## **H. AMENDMENTS**

For any change which affects the scope of work, term, contract sum, payments, or any term or condition included under this MOU, an amendment to the MOU shall be prepared and executed by the Parties and approved as to form by counsel for both Parties. For any other changes, a formal written request by one party to the other will be made and if approved by the other party, a Change Notice may be issued and signed by the County's Homeless Coordinator.

Unless otherwise provided herein, the MOU may not be amended or modified by oral agreements or understandings among the Parties, any written documents not constituting a fully executed Amendment, or by any acts or conduct of the Parties.

Any change to the terms of this MOU, including those affecting the responsibilities of the parties and/or the rate and/or method of compensation shall be incorporated into this MOU by a written agreement that is properly executed.

## **I. CONFIDENTIALITY**

The City shall maintain the confidentiality of all its records, including but not limited to billing, County records, case records and patient records, in accordance with all applicable Federal, State and local laws, regulations, ordinances and directives relating to confidentiality. The City shall inform all of its officers, employees, and agents providing services hereunder of the confidentiality provisions of this MOU.

The Public Defender will maintain the confidentiality of information and records of each client according to its ethical and legal obligations. Consistent with its ethical and legal obligations, the Public Defender, on a case-by-case basis and with the client's express authorization, may only share information of its CRCP clients, with direct providers of housing and supportive services. The Public Defender and the City shall notify managers, supervisors, employees, and contractors providing services, hereunder, to adhere to the confidentiality provisions of the MOU.

**J. BUDGET REDUCTIONS**

The Public Defender retains the right to renegotiate the terms, conditions and fees during the period of the Agreement if such renegotiation is necessitated by budget shortfalls and reductions.

**K. COMPLIANCE WITH APPLICABLE LAW**

The City shall comply with all applicable Federal, State, and local laws, rules, regulations, ordinances, and directives, and all provisions required thereby to be included in this MOU are hereby incorporated herein by reference.

The City shall indemnify and hold harmless the County from and against any and all liability, damages, costs, and expenses, including, but not limited to, defense costs and attorneys' fees, arising from or related to any violation on the part of the City or its employees, agents, or subcontractors of any such laws, rules, regulations, ordinances, or directives.

**L. COUNTY'S QUALITY ASSURANCE PLAN**

The County or its agent will evaluate the City's performance under this MOU on not less than an annual basis. Such evaluation will include assessing the City's compliance with all Contract terms and performance standards. The City's deficiencies, not COVID-19-related, which the County determines are severe or continuing and that may place performance of the MOU in jeopardy if not corrected, will be reported to the Board of Supervisors. The report will include improvements/corrective action measures taken by County and City. If improvement does not occur consistent with the corrective action measures, the County may terminate this Contract as specified in this Agreement.

**M. NOTICE TO EMPLOYEES REGARDING THE FEIC**

The City shall notify its employees, that they may be eligible for the Federal Earned Income Credit ("FEIC") under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice No. 1015.

**N. TERMINATION FOR IMPROPER CONSIDERATION**

1. The Public Defender may, by written notice to the City, immediately terminate the right of the City to proceed under this Contract if it is found that consideration, in any form, was offered or given by the City, either directly or through an intermediary, to any County officer, employee, or agent with the intent of securing this Contract or securing favorable treatment with respect to the award, amendment, or extension of this Contract or the making of any determinations with respect to the City's performance pursuant to this Contract. In the event of such termination, the County shall be entitled to pursue the same remedies against the City as it could pursue in the event of default by the City.

2. The City shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.

3. Among other items, such improper consideration may take the form of cash, discounts, services, the provision of travel or entertainment, or tangible gifts.

**O. VALIDITY**

If any provision of this MOU or the application thereof to any person or circumstance is held invalid, the remainder of this MOU and the application of such provision to other persons or circumstances shall not be affected thereby.

**P. WAIVER**

No waiver by the Parties of any breach of any provision of this MOU shall constitute a waiver of any other breach or of such provision. Failure of the Parties to enforce at any time, or from time to time, any provision of this MOU shall not be construed as a waiver thereof. The rights and remedies set forth in this MOU shall not be exclusive and are in addition to any other rights and remedies provided by law.

**Q. GOVERNING LAW**

This MOU shall be governed by, and construed in accordance with, the laws of the State of California. The Parties agree and consent to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this MOU and further agree and consent that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.

**R. ENTIRE AGREEMENT**

This MOU constitutes the complete and exclusive statement of understanding between the Parties, which supersedes all previous agreements, written or oral, and all other communications between the Parties relating to the subject matter of this MOU. No change to the MOU shall be valid unless prepared pursuant to Section VII, Further Terms and Conditions, H. Amendments.

[REMAINING OF PAGE TO BE LEFT BLANK]

IN WITNESS HEREOF, the Parties have caused this MOU to be executed by their duly authorized agents as of this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

COUNTY OF LOS ANGELES  
OFFICE OF THE PUBLIC DEFENDER

CITY OF LOS ANGELES  
OFFICE OF THE CITY ATTORNEY

By  Chief Deputy  
RICARDO GARCIA  
Public Defender

By \_\_\_\_\_  
HYDEE FELDSTEIN SOTO  
City Attorney

APPROVED AS TO FORM:  
BY COUNTY COUNSEL  
DAWYN R. HARRISON

APPROVED AS TO FORM:  
BY OFFICE OF THE CITY ATTORNEY  
HYDEE FELDSTEIN SOTO

By  \_\_\_\_\_  
ADAM SEXTON  
Deputy County Counsel

By \_\_\_\_\_  
BARAK VAUGHN  
Deputy City Attorney

**EXHIBIT A:  
STATEMENT OF WORK AND BUDGET**

The Los Angeles County Homeless Court Program, staffed by the City's Homeless Engagement and Response Team (HEART), will continue operating the program that was launched countywide in July 2018. HEART will support the Los Angeles County Public Defender's implementation of the Criminal Record Clearing Project, providing support and resources to individuals who would like to resolve eligible criminal and administrative matters. HEART's staff will be comprised of teams to help individuals experiencing homelessness or at risk of experiencing homelessness resolve eligible criminal, infraction, and administrative matters, associated warrants, fines, and fees, and connect to indigent and other service providers throughout Los Angeles County.

Funding during the current Grant Period will sustain the expanded HEART field teams under the Measure H Criminal Record Clearing Project. Teams were established in fiscal years 2018/2019, 2019/2020, 2020/2021, 2021/2022, and 2022/2023 to assist individuals experiencing homelessness or at risk of experiencing homelessness resolve eligible criminal and administrative matters and associated warrants, fines and fees.

The City will make reasonable efforts to serve One Thousand Two Hundred (1,200) participants during each Grant Period.

The City will serve participants through multiple referral and other channels, including but not limited to the following: (1) by accepting referrals from approved community-based organizations, homeless service agencies, and other approved public or private agencies serving indigent clients; and (2) by hosting or attending in-person events throughout Los Angeles County.

Participants may use the service more than once at the City's discretion. This will produce the best result by assisting one-time participants without abandoning individuals who are in need of continuing or more extensive assistance and/or services.

## **1. Eligibility**

- a) The City will determine eligibility for dismissal by the Los Angeles Superior Court based upon the following criteria:
  - (1) The participant has an eligible criminal and/or administrative offense.
  - (2) The participant does not have an open felony matter or felony warrant, unless exempted jointly by the Public Defender and City in the interest of justice.
  - (3) The participant is either unhoused or at risk of experiencing homelessness.
  - (4) The participant is engaged in services from a homeless services agency, government agency, non-profit, or other service provider focused on the indigent or unhoused population. Or in the interest of justice.
- b) Individuals may be deemed at risk of experiencing homelessness and eligible for this program if they possess individual risk factors including but not limited to: lack of stable housing, low income, lack of full employment, difficulty affording basic housing or other basic necessities for themselves or their dependents, disruptive events in youth, prior imprisonment, substance use, veteran status, psychiatric disorders, physical disability, or a prior history of homelessness.

## **2. Duties and Tasks**

- a) City
  - (1) The City will be responsible for the intake of individuals experiencing homelessness or at risk of experiencing homelessness into the Homeless Court to resolve eligible criminal and administrative matters, associated warrants, and/or impacts on their driving or employment licensing (“Intake”).

- (2) The City will complete background check inquiries, review charges, maintain statistical data, track compliance of participants, file necessary motions for dismissals with the Los Angeles County Superior Court, and conduct other related legal duties for a client's criminal matters.
- (3) The City may deem participants ineligible for assistance with criminal and administrative matters based on past criminal history, driving record, inability to follow program rules, or other appropriate reasons.
- (4) The City will retain discretion in setting its calendar for participation in CRCP and other events.
- (5) The City will retain discretion in approving organizations and homeless service agencies for direct referral access.
- (6) When feasible, the City will deploy its team to a CRCP event alongside the Public Defender teams. The City will consult with the Public Defender regarding deployments, but given its limited means will not deploy to every CRCP event.
- (7) The City may participate in CRCP events that do not include the Public Defender mobile teams and vice versa.
- (8) The City will offer individuals information or connections to programs or agencies that provide housing, mental health counseling, supportive housing, employment training and placement, social services, or other rehabilitative services.
- (9) When available, the City may provide public transportation payment cards or other resources to alleviate transportation challenges for participants who attend CRCP events.
- (10) The City will work with outside entities and jurisdictional contacts to ensure that all infraction and administrative matters

throughout Los Angeles County may be reviewed and cases may be given an opportunity for resolution.

b) Other Jurisdictions

(1) The City will make every effort to secure the below jurisdictions' participation in the Program:

- Los Angeles County District Attorney
- Burbank City Attorney
- Hawthorne City Attorney
- Hermosa Beach City Attorney
- Inglewood City Attorney
- Long Beach City Prosecutor
- Pasadena City Attorney
- Redondo Beach City Attorney
- Santa Monica City Attorney
- Torrance City Attorney

(2) These other participating jurisdictions referenced above may provide any or all of the following:

(a) Defer to the City for their initial determination of eligibility or ineligibility;

(b) Receive pre-approved motions;

(c) Run background checks for any participant (if desired) for their own review;

(d) Sign pre-approved motions to dismiss, suspend, and/or recall warrants for any eligible violation or cross designate the City to sign motions on its behalf; and

(e) Return signed, and in some instances processed motions, to the City to send to the Court for processing and updating in the Court system.

### **3. Performance Goals/Reporting**

#### **a) Goals**

- (1) The City will make reasonable efforts to conduct One Thousand Two Hundred (1,200) Intakes each Grant Period.**

#### **b) Reporting Information**

- (1) The City will make reasonable efforts to track and report the following metrics for each Homeless Court participant, when available:**

- (a) The number of individuals who complete an Intake with HEART to have criminal and administrative matters resolved;**

- (b) The demographic backgrounds of those who complete an Intake including: age, ethnicity, race, and gender;**

- (c) The number of individuals who identify as experiencing homelessness or at risk of homelessness at the time of Intake;**

- (d) The number of individuals who identify as chronically homeless at the time of Intake;**

- (e) The number of individuals who identify as veterans at the time of Intake;**

- (f) The number of individuals that connect with services specific to their needs during an event. Services at each event will vary but may include: mental health counseling, housing navigation, health and wellness resources, legal resources, public benefits assistance, etc.;**

- (g) The number of events held providing D6 services;**

(h) The number of motions submitted requesting dismissal of criminal and/or administrative matters or the suspension of fines and fees for D6 participants;

(i) The number of motions granting the dismissal of criminal and/or administrative matters or the suspension of fines and fees for D6 participants;

(j) The number of D6 participants who had criminal and/or administrative matters dismissed during reporting period; and

(k) The number of individuals who are homeless who were referred to homeless case managers.

(2) When data is available, the City will track and report the following metrics:

(a) The number of individuals in families with minor child(ren); and

(b) The number of families with minor child(ren).

#### 4. City Attorney Budget: FY 2023 - 2024

Los Angeles County Criminal Record Clearing Project  
 City Attorney Budget  
 Fiscal Year Budget: FY 2023-2024

Los Angeles County Criminal Record Clearing Project	June 18, 2023 - June 15, 2024
<b>Personnel – City Attorney Homeless Court Positions:</b>	
Supervising Deputy City Attorney I - IV Salary	\$143,800
Deputy City Attorney I - IV Salary	\$157,900
Administrative Coordinator I - IV Salary	\$110,500
Administrative Coordinator I - IV Salary	\$71,030
Administrative Coordinator I - IV Salary	\$90,879
Administrative Coordinator I - IV Salary	<u>\$91,700</u>
<b>Salaries Subtotal:</b>	<b>\$665,809</b>
Benefits (up to 43.58%)	\$284,726
Language Bonus Pay (“LBP”)	<u>\$8,100</u>
<b>Personal Expenses Subtotal:</b>	<b>\$958,635</b>
<b>Operating Expenses:</b>	
Supplies, Software, Equipment, Furniture, and Misc.	\$6,500
Transportation and Travel.	<u>\$500</u>
<b>Operating Expenses Subtotal</b>	<b><u>\$7,000</u></b>
<b>TOTAL Personal and Operating Expenses</b>	<b>\$965,635</b>

**EXHIBIT B**

**MEMORANDUM OF UNDERSTANDING  
FOR JOINT SUBMISSION TO THE CITY COUNCIL REGARDING THE  
CITY ATTORNEYS REPRESENTATION UNIT (MOU #29)**

**THIS MEMORANDUM OF UNDERSTANDING made and entered into  
This 10<sup>th</sup> day of March 2020  
as amended on the 1<sup>st</sup> of February, 2021**

**BY AND BETWEEN**

**THE CITY OF LOS ANGELES**

**AND**

**THE LOS ANGELES CITY ATTORNEYS ASSOCIATION**

**July 1, 2019 – December 31, 2023**

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### **SALARY APPENDICES**

Appendix A – (Effective July 1, 2019)

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## **ARTICLE 1            RECOGNITION**

Pursuant to the provisions of the Employee Relations Ordinance of the City of Los Angeles and applicable State law, the Los Angeles City Attorneys Association, (Association) was certified on November 8, 1990, by the Employee Relations Board as the majority representative of City employees in the City Attorney's Unit (Unit). The City of Los Angeles (Management) hereby recognizes the Association as the exclusive representative of the employees in said Unit.

The term "employee" or "employees," as used herein, shall refer only to employees employed by the City in the classifications listed in the Appendices. Such terms shall also apply to all such classes as may be added hereafter to the Unit by the Employee Relations Board. The terms "Office" or "City Attorney" shall refer to Management.

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

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

- A.    The Association has notified the City Administrative Officer in writing that it has approved this MOU in its entirety.
- B.    The City Attorney has approved this MOU in its entirety.
- C.    The City Council has approved this MOU in its entirety.

## **ARTICLE 3            NON-DISCRIMINATION**

The parties mutually recognize and agree to protect the rights of all employees to join and participate in the activities of the Association. In accordance with the City's non-discrimination policy, no employee shall be interfered with, intimidated, restrained, coerced, or discriminated against because of union activity and/or the exercise of the employee's rights granted pursuant to Section 4.857 of the Los Angeles Administrative Code (Employee Relations Ordinance.)

The parties mutually reaffirm their respective policies of non-discrimination in the treatment of any employee because of age (40 and above), ancestry, color, disability (physical and mental, including HIV and AIDS), gender identity and/or expression, genetic information, LGBTQ identity, marital status, medical condition (genetic characteristics, cancer or a record or history of cancer), military or veteran status, national or ethnic origin, race, religion or creed (includes religious dress and grooming practices), sex or gender (includes pregnancy, childbirth, breastfeeding, and/or related medical conditions), sexual orientation, political beliefs, activities or political affiliation, or any other characteristic protected under applicable federal, State or local laws.

**ARTICLE 4            TERM**

The term of this MOU shall commence on the date when the terms and conditions for its effectiveness, as set forth in Article 2, Implementation of Memorandum of Understanding, are fully met, but in no event shall said MOU become effective prior to 12:01 a.m. on July 1, 2019. This MOU shall expire and otherwise be fully terminated at midnight on December 31, 2023.

Notwithstanding the above, the provisions of this MOU shall remain in effect until a successor MOU is implemented or impasse proceedings are completed as long as the parties have met their obligations under the provisions of Article 5, Calendar for Successor Memorandum of Understanding, and are continuing to meet and confer in good faith.

**ARTICLE 5            CALENDAR FOR SUCCESSOR MEMORANDUM OF UNDERSTANDING**

In the event that the Association or Management desires a successor MOU, the Association or Management shall send a written request to the other party to commence meet and confer sessions at any time after July 1, 2023. Meet and confer sessions shall promptly begin on a mutually agreed upon date.

**ARTICLE 6            UNIT MEMBERSHIP LIST**

Management shall provide the Association, within thirty (30) calendar days from the effective date of this MOU and each thirty (30) calendar days thereafter, an alphabetized list of employees subject to this MOU, including each employee's name, home address, employee identification number, class title, class code, department, work location, work, home, personal cellular telephone numbers, and personal email addresses on file in accordance with California Government Code Section 3558.

Pursuant to California Government Code Section 6254.3(c), upon written request of any employee, City management shall not disclose the employee's home address, home telephone number, personal cellular telephone number, personal email address, or birth date to the Association.

**ARTICLE 7            NEW EMPLOYEE INFORMATION**

- A. Management will distribute to each new employee written materials prepared, paid, and provided by the Association in order to provide information about the Association and Association membership. Management shall also provide the Association representative(s) access to its new employees by scheduling a mandatory meeting between the Association representatives and the new employee(s) on City time. Participation by the new employee in scheduled meetings shall be credited as HW (or equivalent payroll code).

- B. Management shall provide written notice to the Association within 10 days following the hiring of every new employee and schedule the meeting with the Association representatives within 10 days of the employee's actual start date.
- C. Upon hiring, new employees shall be advised by Management:
  - 1. Your classification is represented by the Los Angeles City Attorneys Association.
  - 2. The Association has been certified to meet and confer in good faith with Management on all matters pertaining to your wages, hours of work, employee benefits, and conditions of employment.

**ARTICLE 8 SALARIES**

The parties to this MOU jointly recommend to the City Council approval of the salaries set forth in the attached Salary Appendices.

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

- Appendix A – July 1, 2019
- Appendix B – July 7, 2019
- Appendix C – July 5, 2020
- Appendix D – January 31, 2021; deferred to be effective on June 19, 2022
- Appendix E – January 16, 2022; deferred to be effective on January 15, 2023

(Note: The operative dates for Appendices B, C, D, and E coincide with the beginning of payroll periods.)

**A. SALARY SCHEDULE**

- 1. Effective July 7, 2019, employees covered by this MOU shall receive a 2.9% salary increase. (Appendix B)
- 2. Effective July 5, 2020, employees covered by this MOU shall receive a 2.75% salary increase. (Appendix C)
- 3. Effective June 19, 2022, employees covered by this MOU shall receive a 2.0% salary increase. (Appendix D)
- 4. Effective January 15, 2023, employees covered by this MOU shall receive a 2.0% salary increase. (Appendix E)

**B. SERVICE RECOGNITION**

Effective January 5, 2020, employees classified as Deputy City Attorney III, Deputy City Attorney IV, and Assistant City Attorney on Step 15 for at least 12 months, with the specified number of consecutive years of service in the Office of the City Attorney, shall receive additional compensation under the following schedule:

Consecutive Years of Service In the Office of the City Attorney	Biweekly Amount	Approximate Annual Amount
15 years, but less than 21 years	\$76.80	\$2,004.48
21 years, but less than 25 years	\$153.60	\$4,008.96
25 years or more	\$230.40	\$6,013.44

All payments are pensionable.

**ARTICLE 9 SALARY STEP ADVANCEMENT**

- A. Employees classified as Deputy City Attorney I shall, upon completion of one year on a step of the range prescribed for that class, be advanced to the next higher step unless there is a finding by the City Attorney that an employee has rendered less than satisfactory service. Such employee shall not be advanced to the next higher step unless and until the City Attorney finds that the employee is rendering satisfactory service. In addition, the City Attorney may advance any employee within the range upon finding that such action is warranted.
- B. Under no circumstances shall an employee with satisfactory service spend more than six years in the class of Deputy City Attorney I. After completion of the sixth year of satisfactory service in the class of Deputy City Attorney I, or after having served one year of satisfactory service on the highest salary step for the class, the employee shall advance to Deputy City Attorney II.
- C. Employees classified as Deputy City Attorney II shall, upon completion of one year on a step of the range established for the class, be advanced to the next higher step unless there is a finding by the City Attorney that an employee has rendered less than satisfactory service. Such employee shall not be advanced to the next higher step unless and until the City Attorney finds that the employee is rendering satisfactory service. In addition, the City Attorney may advance any employee within the range upon finding that such action is warranted.
- D. Under no circumstances shall an employee with satisfactory service spend more than six years in the classification of Deputy City Attorney II. After completion of the sixth year of satisfactory service in the class of Deputy City Attorney II, or after having served one year of satisfactory service on the highest step for the class, the employee shall advance to Deputy City Attorney III.

- E. Employees classified as Deputy City Attorney III shall, upon completion of one year on a step of the range established for the class, be advanced to the next higher step unless there is a finding by the City Attorney that an employee has rendered less than satisfactory service. Such employee shall not be advanced to the next higher step unless and until the City Attorney finds that the employee is rendering satisfactory service. In addition, the City Attorney may advance any employee within the range upon finding that such action is warranted. Automatic step advancement upon a salary anniversary date shall cease when an employee in the class of Deputy City Attorney III reaches the top step of the salary range for the class. Advancement to Deputy City Attorney IV (or higher classification) shall require an affirmative action by the City Attorney.
- F. Employees classified as Deputy City Attorney IV shall, upon completion of one year on a step of the range established for the class, be advanced to the next higher step unless there is a finding by the City Attorney that an employee has rendered less than satisfactory service. Such employee shall not be advanced to the next higher step unless and until the City Attorney finds that the employee is rendering satisfactory service. In addition, the City Attorney may advance any employee within the range upon finding that such action is warranted. Automatic step advancement upon a salary anniversary date shall cease when an employee in the class of Deputy City Attorney IV reaches the top step of the salary range for the class. Advancement to Assistant City Attorney (or higher classification) shall require an affirmative action by the City Attorney.
- G. Employees classified as Assistant City Attorney shall, upon completion of one year on a step of the range established for the class, be advanced to the next higher step unless there is a finding by the City Attorney that an employee has rendered less than satisfactory service. Such employee shall not be advanced to the next higher step unless and until the City Attorney finds that the employee is rendering satisfactory service. In addition, the City Attorney may advance any employee within the range upon finding that such action is warranted.
- H. Upon advancement from a lower class to a higher class in accordance with the above provisions, the employee shall be placed on the salary step of the range of the higher class which results in a minimum of a 5.5% increase from the salary rate previously held in the lower class.
- I. The City Attorney has, subject to budgetary constraints and position authorities, the authority to promote attorneys or to advance them to higher pay steps.

## **ARTICLE 10           WORKING HOURS**

### Fair Labor Standards Act - Exempt Employees

Employees in this Unit qualify for exemption from the Fair Labor Standards Act (FLSA) overtime provisions based upon a special exception for lawyers, and therefore shall be

treated as exempt employees as defined by the FLSA (29 CFR 541.314). Although said employees shall not receive paid overtime compensation, compensatory time off may be accrued in a manner described below.

- A. Each employee is required to work 80 hours in any biweekly pay period, usually consisting of ten eight-hour days, Monday through Friday. Within any biweekly pay period, an employee who does not work eight (8) hours on a particular day shall make up the deficiency in the same pay period by: (1) working more than eight (8) hours on another work day, (2) working on a weekend day or on a holiday, or (3) using vacation time or accrued compensatory time off. Management reserves the right to schedule or alter working hours.
- B. Whenever an employee is required to **work** in excess of 80 hours in any biweekly pay period, including any holiday time, such excess hours shall be recorded, and the record thereof maintained in the Office of the City Attorney; provided, however, that the number of hours which may be accrued for any employee during the calendar year shall be limited to 200 hours at any given time during the calendar year; further provided that no period of less than one-half hour shall be accrued and recorded on any particular day. In no event shall vacation time or sick leave count towards an employee's 80-hour pay period for purposes of calculating excess hours worked under the provisions of this Article. Effective no later than the second full pay period following City Council adoption of this 2019-2023 amended MOU, the limit on the number of hours that may be accrued under this section for any employee during the calendar year shall be increased to 280 hours at any given time during the calendar year.
- C. Effective January 1, 2017, any balance of accrued but unused hours, up to the amount of 240 hours, remaining at the end of a calendar year will be carried over to the next calendar year. However, any hours in excess of 240 remaining unused at the end of a calendar year shall be deemed waived and lost. Effective no later than the second full pay period following City Council adoption of this 2019-2023 amended MOU, the limit on the balance of accrued but unused hours remaining at the end of a calendar year that will be carried over to the next calendar year shall increase to 300 hours. Any hours in excess of 300 remaining unused at the end of a calendar year shall be deemed waived and lost.
- D. With the consent of the City Attorney, any employee having excess hours accrued may take compensatory time off in an amount equal to the number of hours so recorded; but in no event shall an employee be permitted to take more than 240 hours of compensatory time off in a calendar year. Effective no later than the second full pay period following City Council adoption of this 2019-2023 amended MOU, the limit on the number of compensatory time off hours an employee is permitted to take in a calendar year under this section shall increase to 300 hours.

The request for such time off will be promptly approved by Management subject to the operating needs of the office if the request is made at least 24 hours prior to

the requested date. If an unforeseen operating requirement prevents the employee from taking such previously approved time off, Management shall reschedule the time off so that it can be taken on some other mutually satisfactory date.

- E. No employee shall be paid in cash for any accumulated excess hours, either during the period of employment or at the time of separation from City service.

## **ARTICLE 11 HEALTH AND DENTAL PLANS**

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

### Section I - Health Plans

The health plans offered and benefits provided by those plans shall be determined by the Personnel Department, in accordance with Los Angeles Administrative Code (LAAC) Section 4.303, upon the recommendation of the City's Joint Labor-Management Benefits Committee.

Management agrees to contribute for each full-time employee who is a member of the Los Angeles City Employees' Retirement System (LACERS) a monthly subsidy equal to the cost of his/her medical plan, not to exceed the Kaiser family rate ("maximum monthly health care subsidy").

Adjustments in this monthly subsidy shall be effective at the beginning of the pay period in which the Kaiser yearly premium rate change is implemented.

Effective January 1, 2017, members of this Unit shall pay ten percent (10%) of their monthly medical plan premium on a biweekly basis when the amount of their monthly premium for the medical plan in which they are enrolled is equal to or less than the amount of the City's maximum monthly health care subsidy. In the event that members of this Unit are enrolled in a medical plan that has a monthly premium that exceeds the City's maximum monthly health care subsidy, such members shall pay on a biweekly basis the total of the difference between the cost of their monthly medical plan premium and the City's maximum monthly health care subsidy, plus ten percent (10%) of the City's maximum monthly health care subsidy.

Management agrees to contribute for each half-time employee, as defined by LAAC Section 4.110 who became a member of LACERS after July 1, 1990, and for each employee who transfers from full-time to half-time status after July 1, 1990, a monthly subsidy not to exceed the Kaiser employee-only rate, toward the cost of his/her Flex Program medical plan.

Effective January 1, 2017, half-time employees in this Unit who are members of LACERS and are enrolled in a Flex Program medical plan shall pay ten percent (10%) of the monthly Kaiser employee-only rate on a biweekly basis, when the cost of their medical plan is at or below the amount of the Kaiser employee-only rate. When the cost of their medical plan is greater than the Kaiser employee-only rate, then such employee shall pay on a biweekly basis the total of the difference between the cost of their monthly medical plan premium and the Kaiser employee-only rate, plus ten percent (10%) of the Kaiser employee-only rate.

Half-time employees who, prior to July 1, 1990, were receiving the same subsidy as full-time employees shall continue to receive the full-time employee subsidy and shall be eligible to receive any adjustments applied to that subsidy as provided in this Article as long as they do not have a break in service. In addition, such employees shall contribute ten percent (10%) toward the cost of their health care premium as described above for full-time employees.

Adjustments 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 toward the coverage of the employee's dependents under the plan.

Full-time employees who work a temporary reduced schedule under the provisions of Article 12, Family and Medical Leave, shall continue to receive the full-time employee subsidy and shall be subject to any adjustments applied to that subsidy as provided in this Article as well as the required employee contribution toward the cost of their health care premium as described in this Article.

During the term of this MOU, the Joint Labor-Management Benefits Committee will review all rate changes and their impact on the Health Plans.

Effective January 1, 2020, the ten percent (10%) contribution by Unit members described above shall be eliminated.

## Section II - Dental Plans

The dental plans offered and benefits provided by those plans shall be determined by the Personnel Department, in accordance with LAAC Section 4.303, upon the recommendation of the City's Joint Labor-Management Benefits Committee.

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

For each half-time employee, as defined by LAAC Section 4.110, who becomes a member of LACERS and for each employee who transfers from full-time to half-time status after July 1, 1990, Management will expend an amount equivalent to one-half of the cost of the employee-only coverage of the most expensive plan under the City-sponsored Dental Program. Half-time employees who, prior to July 1, 1990, were receiving the full employee-only subsidy shall continue to receive the full employee-only subsidy.

During the term of this MOU, the Joint Labor-Management Benefits Committee will review all rate changes and their impact on the Dental Plans.

### Section III - Definition of Dependent

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

### Section IV - General Provisions

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

The parties mutually understand that the City will expend the above noted funds 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 V - Subsidy During Family and Medical Leave

For employees who are on Family or Medical Leave, under the provisions of Article 12 of this MOU, Management shall continue the City's medical and dental plan subsidies for employees who are enrolled in a City health and/or dental plan prior to the beginning of said leave. Employees shall be eligible for such continued subsidies while on a Family or Medical Leave in accordance with Article 12 herein. However, for any unpaid portion of Family or Medical Leave, health and/or dental plan subsidies shall be continued for a maximum of nine (9) pay periods, except while an employee is on a Pregnancy Disability Leave absence (up to 4 months). Management shall continue the City's subsidy for

pregnancy health coverage (medical plan subsidy) in compliance with the provisions of SB 299 and AB 592 enacted in 2011.

#### Section VI - Benefit Protection Plan

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

### **ARTICLE 12            FAMILY AND MEDICAL LEAVE**

#### **A.        Authorization for Leave**

During the term of this MOU, up to four (4) months (nine (9) pay periods) of family or medical leave shall be provided for the purpose of childbirth, adoption, foster care of a child, or serious health condition of an immediate family member (as defined in Article 18), upon the request of the employee, or designation by Management, in accordance with applicable Federal or State law, notwithstanding any other provisions of this MOU or the LAAC to the contrary.

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

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

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

#### **B.        Definitions**

1.        **Spouse** means a husband or wife as defined or recognized under State law for purposes of marriage in this State.

2. **Domestic partner** means a named domestic partner in a confidential affidavit declaring the existence of said domestic partner and signed by the City employee, which is on file in the Employee Benefits Office, Personnel Department.
3. **Parent** means a biological, step, adoptive or foster parent, an individual who stands or stood *in loco parentis* to an employee, or a legal guardian. This term does not mean parents-in-law. Persons who are *in loco parentis* include those with day-to-day responsibilities to care for or financially support a child, or in the case of a parent of an employee, that person who had such responsibility for the employee when the employee was a child. A biological or legal relationship is not necessary.
4. **Child** 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.
5. **Family Member** includes immediate family as defined in Article 18.

C. Eligibility

1. The provisions of this Article shall apply to all employees in this Unit who have been employed by the City for at least 12 months and who have worked at least 1,250 hours during the 12 months immediately preceding the beginning of the leave.

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

2. Parents (including those who are domestic partners) who both work for the City may each take bonding leave under the provisions of this Article. Bonding leave of each parent will be based separately on the period of time to which each parent is entitled, independent of the other parent, to care for a new child by birth or adoption, or foster care of a child. Spouses or domestic partners who both work for the City may take leave under the provisions of this Article at the same time to take care of a sick parent. However, the aggregate period of time to which both are entitled is limited to the time allowed for only one employee.

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

include the starting and ending dates of the time period for which each employee is requesting leave.

The time limitations described above do 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.

D. Conditions

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

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

Employees (each parent individually) are also eligible for family leave (bonding) under the California Family Rights Act, which shall be limited to four months (nine [9] pay periods) and must be concluded within one year of the child's birth. Whereas bonding leave for the pregnant employee may be taken before or after delivery, bonding leave for the non-pregnant employee shall be taken on or after the anticipated delivery or placement date of the child except as may be necessary under Subsection D. 2. "Adoption". (The administration of such leave shall be in accordance with Sections C. 2. and D. 6. of this Article.)

2. **Adoption** - The start of a family leave for adoption 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.
3. **Family Illness** - The start of a family leave for a serious health condition of a family member shall begin on the date requested by the employee or designated by Management.
4. **Employee's Own Illness** - The start of a leave for the employee's own serious health condition shall begin on the date requested by the employee or designated by Management.

5. A **serious health condition** is defined as an illness, injury, impairment, or physical or mental condition that involves:
- a. Any period of incapacity or treatment connected with inpatient care in a hospital, hospice, or residential medical care facility; or
  - b. A period of incapacity requiring an absence of greater than three consecutive days involving continuing treatment by or under the supervision of a health care provider; or
  - c. Any period of incapacity (or treatment therefore) due to a chronic serious health condition; or
  - d. A period of incapacity that is permanent or long-term due to a condition for which treatment may not be effective; or
  - e. 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
  - f. Any period of incapacity due to pregnancy or for prenatal care.
6. **Continuous, Intermittent, and Reduced Work Schedule Leave** - All leave granted under this Article shall normally be for a continuous period of time for each incident.

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

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

Bonding leave must be concluded within one year of the birth or placement of the child.

7. If any employee requires another leave for a separate incident under the provisions of this Article during the same 12-month period, a new request must be submitted.
8. A personal leave beyond the four (4) month (nine [9] pay periods) leave provided in this Article may be requested, subject to the approval of the appointing authority and, if required, the Personnel Department, as provided under other City leave provisions.
9. **Workers' Compensation/IOD** - An employee receiving temporary workers' compensation benefits (either IOD or the rate provided in Division IV of the California Labor Code) who meets the eligibility requirements in C. 1. of this Article shall automatically be considered to be on family or medical leave, effective as of the first day of the employee's absence.
10. Management has the right to request and 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.
11. Upon return from family or medical leave, an employee shall be returned to his/her original job or to an equivalent job.

E. Notice Requirements

1. 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.

2. Management

In response to an employee's request for family or medical leave, Management shall indicate whether or not the employee is eligible for such leave, if such leave will be counted against the employee's annual family or medical leave entitlement, and any requirement for the employee to furnish medical certification. Management shall 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.

F. Applicable Time Off

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

1. Childbirth (Mother)
  - a. Accrued sick leave (100% and 75%), vacation, or non-FLSA compensatory time off for the entire period of disability that a health care provider certifies is necessary (including prenatal care or the mother's inability to work prior to the birth), may be taken at the employee's discretion.
  - b. For the non-disability portion of childbirth leave (before delivery or after [bonding]), accrued vacation or non-FLSA compensatory time off available at the start of the leave shall be used prior to the use of time under c., d., and e. below.
  - c. Accrued 100% sick leave. The use of sick leave under this subsection is at the employee's discretion.
  - d. Accrued 75% sick leave, following use of all 100% sick leave. The use of sick leave under this subsection is at the employee's discretion.
  - e. Unpaid leave.
  - f. Accrued non-FLSA compensatory time off may be used at the employee's discretion in accordance with a. and b. above. However, such non-FLSA compensatory time off shall be counted against the employee's four-month (nine (9) pay period) family or medical leave entitlement.
2. Childbirth (Father or Domestic Partner), Adoption, Surrogacy, Foster Care, or Family Illness
  - a. 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 or non-FLSA compensatory time off described respectively in b. and f. below.
  - b. Accrued vacation available at the start of the leave shall be taken prior to the use of time under c., d., and e. below.

- c. Accrued 100% sick leave. The use of sick leave under this subsection is at the employee's discretion.
- d. Accrued 75% sick leave, following use of all 100% sick leave. The use of sick leave under this subsection is at the employee's discretion.
- e. Unpaid leave.
- f. Accrued non-FLSA compensatory time off may be used at the employee's discretion in accordance with a. above. However, such non-FLSA compensatory time off shall be counted against the employee's four-month (nine [9] pay period) family or medical leave entitlement.

### 3. Personal Medical Leave

- a. Accrued 100% sick leave may be used at the employee's discretion. Such leave may be taken before or after the vacation or non-FLSA compensatory time off described respectively in c. and e. below.
- b. Accrued 75% sick leave may be used following use of all 100% sick leave at the employee's discretion. Such leave may be taken before or after the time described in c. below.
- c. Accrued vacation time or non-FLSA compensatory time off.
- d. Unpaid leave.
- e. Accrued non-FLSA compensatory time off may be used at the employee's discretion in accordance with a. and c. above. However, such non-FLSA compensatory time off shall be counted against the employee's four-month (nine [9] pay period) family or medical leave entitlement.

### G. Sick Leave Rate of Pay

Payment for sick leave usage under F. 1., 2., and 3. shall be at the regular accrued rate of 100% or 75% as appropriate.

### H. Monitoring

Management shall maintain such records as are required to monitor the usage of leave as defined in this Article.

It is the intent of the parties that the provisions and administration of this Article be in compliance with the Family and Medical Leave Act of 1993, the California Family Rights Act of 1993, and the Pregnancy Disability Leave provisions of the California Fair Employment and Housing Act.

## **ARTICLE 13            RETIREMENT BENEFITS**

### **A.        Benefits**

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

For employees hired on or after February 21, 2016, the retirement formula for LACERS Tier 3 and a flat-rated employee retirement contribution of seven percent (7%) shall be continued.

### **B.        Vested Retiree Health Benefits**

There is a retiree health benefit program, including a medical plan premium subsidy, for retired members of LACERS under LAAC Division 4, Chapter 11. Commencing July 1, 2011, the parties agree that the retiree medical plan premium subsidy available under this program is a vested benefit, and retirees are authorized to receive increases to the medical plan premium subsidy in exchange for and subject to an agreement between the Association and the City for Association members to pay additional employee contributions.

All covered employees who are members of LACERS, regardless of retirement tier, shall contribute to LACERS four percent (4%) of their pre-tax compensation earnable toward vested retiree health benefits as provided by this program. The retiree health benefit available under this program is a vested benefit for all covered employees who make this contribution, including employees enrolled in LACERS Tier 3.

With regard to LACERS Tier 1, as provided by LAAC Section 4.1111, the monthly Maximum Medical Plan Premium Subsidy, which represents the Kaiser two-party non-Medicare Part A and Part B premium, is vested. The entitlement to the maximum amount of the annual increase of the Maximum Medical Plan Premium Subsidy at an amount not less than the dollar increase in the Kaiser two-party non-Medicare Part A and Part B premium is vested and shall be granted for all

members who made the additional contributions authorized by LAAC Section 4.1003(c).

With regard to LACERS Tier 3, LAAC Section 4.1080.3 provides that all Tier 3 members shall contribute to LACERS four percent (4%) of their pre-tax compensation earnable toward vested retiree health benefits.

The vesting schedule for the Maximum Medical Plan Premium Subsidy for employees enrolled in LACERS Tier 1 and LACERS Tier 3 shall be the same. The maximum amount of the annual increase authorized in LAAC Section 4.1126(b) is a vested benefit that shall be granted by the LACERS Board.

Employees whose Health Service Credit, as defined in LAAC Division 4, Chapter 11, is based on periods of part-time and less than full-time employment, shall receive full, rather than prorated, Health Service Credit for periods of service. The monthly retiree medical subsidy amount to which these employees are entitled shall be prorated based on the extent to which their service credit is prorated due to their less than full time status.

**C. Procedure for Benefits 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 the City and organizations whereby a majority of the members in the LACERS are affected shall be recommended to the City Council by the CAO as affecting membership of all employees in the LACERS. Such modifications need not be included in the MOU in order to be considered appropriately negotiated.

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

If agreement is not reached between the City 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 14 SICK LEAVE BENEFITS**

Management's practices with regard to allowances for sick leave shall be in accordance with Los Angeles Administrative Code (LAAC) Sections 4.126, 4.126.2, 4.127 and 4.128, except as noted below, and shall also comply with applicable sections of the California Labor Code.

Any employee claiming a domestic partner for purposes of this Article shall complete a confidential affidavit to be filed in the Employee Benefits Office, Personnel Department, which shall be signed by the City employee and the domestic partner, declaring the existence of a domestic partnership with a named domestic partner. No affidavit is required to secure family illness benefits arising from the illness or injury of a household member (any person residing in the immediate household of the employee at the time of the illness or injury).

Sick leave may be used for the following purposes: diagnosis, care, or treatment of an existing health condition of, or preventive care for, an employee, or an employee's immediate family member. (See LAAC Section 4.127 for the family illness sick leave provisions.)

A. Sick Leave Accrual and Usage

1. Full-Time Employees

- a. Full-time employees shall begin accruing sick leave on the first day of employment. Employees shall accrue a total of one day (8 hours) of sick leave at the end of the first month (30 calendar days) of employment and shall accrue one additional day at the end of each subsequent month (30-calendar day period) worked until January 1. Beginning January 1, such employees shall accrue sick leave as provided in Subsection A.1(b) of this Article. Employees may use their accrued sick leave beginning on the 90<sup>th</sup> day of City employment (90 calendar days from the date of hire).
- b. Beginning the January 1 subsequent to the date of their initial City employment, full-time employees shall be provided 96 hours at 100% of full pay and 40 hours at 75% of full pay each calendar year for sick leave, plus the hours of sick leave accrued and accumulated as provided in this Article.

2. Half-Time Employees

- a. Half-time employees shall begin accruing prorated sick leave on the first day of employment. Employees shall accrue the prorated amount of one day (8 hours) of sick leave at the end of the first month (30 calendar days) of employment and shall accrue the prorated amount of one additional day at the end of each subsequent month (30-calendar day period) worked until the January 1 following the completion of 12 calendar months of employment, at which time employees shall accrue sick leave as provided in Subsection A.2(b) of this Article. The prorated amount of hours accrued shall be based on the total number of hours scheduled in relationship to the total number of hours required for full-time employment. Half-time

employees may use their accrued sick leave beginning on the 90th day of City employment (90 calendar days from the date of hire).

- b. Beginning the January 1 subsequent to the completion of 12 calendar months of employment following their date of hire, half-time employees shall be provided prorated sick leave hours based on the calendar year sick leave allotment for full-time employees of 96 hours at 100% of full pay and 40 hours at 75% of full pay, plus the hours of sick leave accrued and accumulated as provided in this Article. The prorated number of 100% and 75% sick leave hours allowed for half-time employees will be calculated on the basis of the total number of hours compensated in the previous 12-month calendar period (January 1 through December 31) in relationship to the total number of hours required for full-time employment.

**B. Maximum Sick Leave Accrual**

Any unused balance of sick leave at 100% of full pay at the end of any calendar year shall be carried over and accumulated from one calendar year to the next up to a maximum of 800 hours. However, any unused sick leave at 100% of full pay remaining at the end of any calendar year, which, if added to an employee's accumulated sick leave at 100% of full pay, will exceed 800 hours, shall be compensated for by cash payment at 50% of the employee's salary rate current at the date of payment, as soon as practicable after the end of each calendar year.

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

**C. Discontinuance of 50% Sick Leave**

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

If an employee becomes separated from the service of the City by reason of retirement on or after January 1, 1997, any balance of accumulated sick leave at 50% of full pay remaining unused at the date of separation shall be compensated by a cash payment at 25% of the employee's salary rate current at the date of separation.

**ARTICLE 15 PERSONNEL FOLDERS**

An employee shall be entitled to review the contents of his/her official departmental personnel folder at reasonable intervals, upon request, during the hours when his/her personnel office is normally open for business. Management will continue its present

practice with regard to providing employees with a copy of materials in the departmental personnel folder.

The employee may authorize an Association representative or his/her attorney (authorized party) to inspect the departmental folder, upon written consent of the employee. The written consent must be provided by the employee to the personnel office. The time to review the folder must be arranged by the authorized party. The authorized party may have a copy of any document relating to the employee's performance or to any grievance concerning the employee, however the authorized party may not remove any document from the folder. The employee or authorized party's review of the personnel folder shall not interfere with the normal business of the department.

No evaluatory or disciplinary document may be placed in an employee's personnel folder without his/her review and a copy of the document presented to the employee for his/her records. The employee shall acknowledge that he/she has reviewed and received a copy of the document by signing it, with the understanding that such signature does not necessarily indicate agreement with its contents. The employee shall have the right to respond in writing to any material placed in his/her personnel folder within 45 days after receipt of material. This provision shall not apply to documents placed in said folder prior to July 1, 1980.

Upon an employee's request, a written reprimand or "Notice to Correct Deficiencies" (NTCD) will be sealed and not considered or referenced in subsequent disciplinary actions if after three (3) years following the issuance of the written reprimand or NTCD the employee has not been involved in any subsequent incidents that resulted in written corrective counseling or other management action.

Pursuant to the above paragraph, those documents, either removed from the personnel file or sealed, shall be available upon subpoena or other appropriate legal request.

## **ARTICLE 16            HOLIDAYS**

A.     The following days shall be treated as holidays:

1.     New Year's Day
2.     Martin Luther King's Birthday (the third Monday in January)
3.     President's Day (the third Monday in February)
4.     Cesar E. Chavez' Birthday (the last Monday in March)
5.     Memorial Day (the last Monday in May)
6.     Independence Day (July 4)
7.     Labor Day (the first Monday in September)
8.     Indigenous Peoples Day (the second Monday in October)
9.     Veteran's Day (November 11)
10.    Thanksgiving Day (the fourth Thursday in November)
11.    The Friday after Thanksgiving Day
12.    Christmas Day

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.
- B. When any holiday from 1 through 12 above falls on a Sunday, it shall be observed on the following Monday.
  - C. When any holiday from 1 through 12 above falls on a Saturday, it shall be observed on the preceding Friday.
  - D. Any holiday declared by proclamation of the Mayor shall not be deemed to advance the last scheduled working day before a holiday for purposes of computing any additional time off.
  - E. The unspecified holidays shall be taken in accordance with the following requirements:
    1. The holidays must be taken in full normal working day increments of eight (8) hours during the calendar year in which they are credited or they 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 office. If an unforeseen operating requirement prevents the employee from taking such previously-approved holiday, Management shall reschedule the holiday so that it can be taken on some other mutually satisfactory date within the calendar year.
    2. Any break in service (i.e., resignation, discharge, retirement, suspension) prior to taking the holidays shall forfeit any right thereto.
    3. The holidays shall not be utilized to extend the date of any layoff.
    4. No employee shall be entitled to an unspecified holiday until he/she has completed six months of satisfactory service.
    5. No employee shall receive more than two unspecified holidays each calendar year.

## **ARTICLE 17            VACATIONS**

### Section I – Vacation Accrual

- A. Each employee 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 LAAC Section 4.246:

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

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

**B. Accumulation of Vacation Time**

Effective September 1, 2019, notwithstanding LAAC Section 4.254, upon the approval of the appointing authority, employees may be permitted to accumulate vacation time not to exceed three (3) annual vacation periods, and no vacation hours shall be permitted to accrue in excess of the maximum three (3) annual vacation periods.

**Section II – Active Military Service: Vacation Accrual during Leave and Cash-Out of Accrued Vacation at Commencement of Leave**

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

**ARTICLE 18 BEREAVEMENT LEAVE**

An employee who is absent from work by reason of the death of a member of his/her immediate family shall, upon the approval of the appointing authority, be allowed a leave of absence with full pay for a maximum of three working days for each occurrence of a

death in the employee's immediate family. The employee shall be entitled to use this leave up to 370 days from the date of the death of the qualifying family member. Bereavement Leave not used prior to 370 calendar days from the date of said death shall be deemed waived and lost. Such employees shall furnish a death certificate or other satisfactory proof of the death to justify the absence. "Immediate family" shall include, father, father-in-law, mother, mother-in-law, brother, sister, spouse, child, grandfather, grandmother, stepparents, stepchildren, grandchildren, foster parent, foster child, any relative who resided in the employee's household, the domestic partner of an employee, and the following relatives of the domestic partner: mother, father, child, grandchild. For the purpose of this Article, simultaneous, multiple family deaths will be considered as one occurrence.

Any employee claiming a domestic partner for purposes of this Article shall complete a confidential affidavit to be filed in the Employee Benefits Office, Personnel Department, which shall be signed by the City employee only, declaring the existence of a domestic partnership with a named domestic partner.

In addition to bereavement leave granted under this Article, upon the approval of Management, any employee who has accrued unused 100% sick leave shall be allowed 100% sick leave not to exceed two working days per occurrence for the purpose of bereavement leave if it is necessary for the employee to travel a minimum of 1,500 miles one way, as calculated by the Automobile Association of America (AAA). Employees requesting the use of sick leave under this provision shall furnish satisfactory proof to Management of the distance traveled. Use of sick leave hours for bereavement leave shall not be counted as sick leave in any Sick Leave Use Monitoring Program.

## **ARTICLE 19 LEAVES OF ABSENCE**

### **A. Military Leave**

Every employee who qualifies for and is granted military leave, whether temporary or otherwise, pursuant to the provisions of the Military and Veterans Code of the State of California shall, before being paid salary or compensation during such leave, or any part thereof, as provided in said Code, furnish to the City Attorney two certified copies of his/her orders, or in lieu thereof, shall furnish to the City Attorney upon forms provided by the Controller certified evidence of entry into active service in the armed forces of the United States and the date thereof. Any certification required by this Article may be made by any commissioned officer of such armed forces. The Controller shall have power at any time to require such additional evidence as is satisfactory to him/her of the entry of such employee into active service in such armed forces and of the actual performance by such employee of ordered military duty during all or any part of such leave.

In determining whether an employee has been in the service of the City for a period of not less than one year immediately prior to the date on which the absence begins, continuous service as that term is defined in LAAC Section 4.42(t) shall be

required, provided, however, that service in any department having control of its own funds shall be counted in making such determination.

B. Religious Observance

An employee shall be allowed time off for observance of religious holidays unless the employee's absence substantially interferes with the performance of essential City services, such time off to be charged to accrued vacation, accumulated overtime or a floating holiday, if available, or to time off without pay; providing, however, that the City Attorney may allow such time to be made up by rescheduling of the employee's hours of work during the pay period in which the absence occurs. Management will accept requests for time off for these purposes at any time in advance of the date.

C. Jury Service

Any employee who is duly summoned to attend any court for the purpose of performing jury service or has been nominated and selected to serve on the Grand Jury of Los Angeles County shall, for those days during his or her scheduled working period during which jury service is actually performed and those days necessary to qualify for jury service, receive his or her regular salary. Provided, however, that any jury attendance fees received by the employee who receives regular salary pursuant to this provision, except those fees received for jury service performed on a regular day off or a holiday shall be paid to the City and deposited in the General Fund. The absence of any employee for the purpose of performing jury service during his or her scheduled work period shall be deemed to be an authorized absence with pay. Any money received as compensation for mileage is not to be considered as a part of the employee's pay for these purposes.

D. Civic Duty

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

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

E. Other Leaves of Absence

The granting of a leave of absence for personal reasons is an exclusive right of Management. A leave is a privilege, not a right.

Employees may submit a request for a leave of absence to the City Attorney. Leaves will not be approved which exceed six months. A six-month leave of absence can be extended, however, in increments of up to six months at a time at the sole discretion of the City Attorney.

A leave, except where required by law, must not interfere or conflict with the work of the department. The length of service and quality of performance of the employee must merit such leave. All requests for "Personal Reasons" must be explained.

The final decision to grant or deny a leave rests with the City Attorney. All such leaves are without pay.

Management's present practices with regard to this leave will be continued during the term of this MOU.

For Family and Medical Leave, see Article 12.

**ARTICLE 20            GRIEVANCE PROCEDURE**

**STATEMENT OF INTENT**

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

**DEFINITION**

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

1. An impasse in meeting and conferring upon the terms of a proposed MOU.
2. Any matter for which an administrative remedy is provided before the Civil Service Commission.

3. Any issue that the parties agree to refer to another administrative resolution process.

## **GENERAL PROVISIONS**

### **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. The grievant may be represented during the grievance process in accordance with Article 21 of this MOU.

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

"Business days" shall be defined as Monday through Friday, exclusive of City Holidays, as defined in Article 16 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 Association and Management may agree to participate in mediation, jointly submitting a written communication to the Employee Relations Board requesting that it 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, the Association 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 the Association 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 City Attorney 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 City Attorney level upon mutual agreement of the Association and Management.

### **GRIEVANCE PROCESS**

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

The grievant has the responsibility to discuss his/her grievance informally with his/her immediate supervisor. 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 immediate supervisor will, upon a specific request of a grievant, discuss the grievance with the grievant at a mutually satisfactory time. 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 Association 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 MANAGEMENT REVIEW

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.

Management shall notify the Association of any formal grievance filed that involves the interpretation and/or application of the provisions of this MOU and a full-time Association 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 full-time Association Staff Representative elects to attend said grievance meeting, he/she shall inform the City Attorney's Management representative of his/her intention. The Association is to be notified of the resolution of all other formal grievances. 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 CITY ATTORNEY REVIEW

If the grievance is not resolved at Step 2, the employee may serve a written appeal to the City Attorney, 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 City Attorney or designee shall meet with the employee and his/her representative, if any, 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.

## 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 20 business days of the Step 3 meeting, the Association 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 City Attorney or the designee, or (b) the last day of the response period provided for in Step 3. Failure of the Association 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 Association 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 MOU.

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

The Association 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 FILING AND DISCUSSION**

The Association shall file the grievance in writing with the City Attorney, or designee, 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 City Attorney.

The City Attorney, or designee, shall provide written notification to the Employee Relations Division of the Office of the City Administrative Officer (CAO) of the receipt of the grievance. The City Attorney, or designee, shall meet with the Association 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 City Attorney, or designee, may include Office managers who have knowledge of the grievance issues and/or representatives from the CAO's Employee Relations Division in the meeting with the Association. The City Attorney, or designee, shall prepare a written response within twenty (20) business days of the meeting.

## **STEP 2      ARBITRATION**

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

## **ARTICLE 21      REPRESENTATION**

### **Grievances**

In accordance with Los Angeles Administrative Code Section 4.865a(3), an employee may be represented by a representative of the employee's choice in the informal discussion with the employee's immediate supervisor, in all formal review levels, and in arbitration, provided, however, that such representative may not be an employee or officer of another labor organization except with the written consent of the Los Angeles City Attorneys Association or the successor labor organization granted exclusive representation.

The Association may designate a reasonable number of grievance representatives who must be members of the Unit, and shall provide the City Attorney's Office with a written list of employees who have been so designated. Management will quarterly accept changes to the list presented by the Association. The grievant and the representative may have a reasonable amount of paid time off for this purpose. However, the representative will receive paid time off only if he/she is the representative of record; is a member of the same bargaining unit and Association as the grievant; and to the extent possible is employed within a reasonable distance from the work location of the grievant. On occasion, where the representative of choice is not on the Association's designated list, paid time off may be allowed with reasonable advance notification to Management if the representative is a member of the same bargaining unit and Association as the grievant, and to the extent possible 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 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 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 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, 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.

No grievance representative shall be transferred because of activity performed on behalf of an employee in accordance with this Article.

### Investigations

Prior to conducting any investigatory interview with an employee that Management believes may result in disciplinary action against the employee, Management shall inform the employee of the general nature of the interview. The employee shall have a reasonable amount of time to obtain representation. The term "reasonable amount of time" means that the employee shall have a maximum of three (3) business days to choose a representative who is available to represent the employee at the interview. It is the employee's responsibility to secure the attendance of his/her chosen representative at the interview. If he/she is unable to do so, the employee shall select another representative so that the interview may proceed. The representative may be an Association member or outside legal counsel.

## **ARTICLE 22 MEMBERSHIP DUES AND PAYROLL DEDUCTIONS**

The following membership dues provisions shall apply to employees in this Unit.

### **A. PAYROLL DEDUCTIONS**

1. Each employee in this Unit may become a member of the Association or successor certified representative of this Unit, upon agreeing to pay membership dues. Dues amounts shall be determined by the Association, with payroll deductions being implemented by the Controller in the payroll period within which the Association provides to the Controller the names of dues paying members and the dues amounts.
2. Payroll 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 is not on an unpaid leave of absence, where the Association identifies in writing to the Controller those individuals from whom Association-related deduction(s) should be taken lawfully.

3. Employees with any questions relating to Association membership dues shall direct those questions to the Association.
4. Notwithstanding any provisions of LAAC Section 4.203 to the contrary, the Controller shall not accept requests for any payroll deductions from employees in this Unit for the purpose of becoming a member of, and/or obtaining benefits offered by, any qualified organization other than the Association. 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.

## **B. MANAGEMENT RESPONSIBILITIES**

1. Remittance of the aggregate amount of all dues and other proper deductions made from the salaries of employees hereunder shall be made to the Association by the Controller on a biweekly basis, except when there is a "no deduction" paycheck.

A fee of nine cents (\$.09) per deduction shall be assessed by the Controller for the processing of each payroll deduction taken. The Controller will deduct the aggregate amount of said fees on a biweekly basis, except when there is a "no deduction" paycheck.

2. Management will provide the Association with membership information pursuant to the Unit Membership List article of this MOU.
3. Management shall notify the Association within 15 business days of any employee who, because of a change in employment status, is no longer a member of the Unit or subject to the provisions of this Article.
4. The City shall direct employee requests to cancel or change payroll dues deductions to the Association. Deductions may be revoked or cancelled only pursuant to the terms of an employee's signed written authorization to deduct dues. The City shall rely on the information provided by the Association, pursuant to Government Code Section 1157.12, in deducting dues.

## **C. ASSOCIATION RESPONSIBILITIES**

1. The Association certifies that the list of members it provides is the certification to the City that it has and will maintain a signed authorization from each employee of this Unit who elects to pay membership dues, but is not required to provide a copy of any individual authorization to the City unless a dispute arises about the existence or terms of the authorization.

2. The Association certifies to the City that it has adopted, implemented and will maintain constitutionally acceptable procedures to enable Unit members to cancel their membership.
3. The Association agrees to indemnify and hold harmless the City for any loss or damage arising from the operation of this Article.

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

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

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

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

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

**ARTICLE 23 WORK ACCESS**

An Association staff representative shall have access to the facilities of the Office of the City Attorney during working hours for the purpose of assisting employees covered under this MOU in the presenting of grievances, in investigating complaints about working conditions or in investigating matters arising out of the application of the provisions of this MOU. Said representative shall request authorization for such visit by contacting the designated representative of the City Attorney. In the event immediate access cannot be authorized, the designated representative shall inform the Association staff representative as to the time when access can be granted.

The Association shall give to the Office of the City Attorney and the CAO a written list of its staff representatives and shall keep such list current.

This Article shall not be construed as a limitation on the power of the City Attorney or his designee to restrict access to areas designated as secure or confidential.

**ARTICLE 24 BULLETIN BOARDS**

- A. Management will provide bulletin board space at each work location which may be used by the Association for the following purposes:

1. Notices of Association meetings.
  2. Notices of Association elections and their results.
  3. Notices of Association events excluding any illegal activities.
  4. Notices of official Association business and information.
- B. All other communications must receive approval by the designated representative of the City Attorney prior to posting.
- C. The Association shall place a removal date on all materials to be posted.
- D. Management may remove any and all Association notices or other communications that do not conform with the above provisions of this Article. If Management removes a notice or other communication, Management will immediately notify the Association and meet with the Association within 24 hours after removal to discuss the propriety of the notice or other communication in question, if the Association believes said removal is an unwarranted action. Management shall promptly return such notice or communication posting to the location from which it was removed within 24 hours if the original notice is deemed in conformity with this MOU.
- E. "Work location" shall be defined as a building and/or floor of a building where employees are regularly assigned.

## **ARTICLE 25 OBLIGATION TO SUPPORT**

The parties agree that after a tentative agreement has been reached on all aspects of the contract, but prior to the implementation of this MOU and during the period of time it is being considered by the Mayor, City Council, Council Committees and the City Attorney for action, neither the Association nor Management, nor their authorized representatives, will appear before the Mayor, City Council, Council Committees or City Attorney, nor meet with the Mayor, members of the City Council or the City Attorney individually to advocate any addition or deletion to the terms and conditions of this MOU. However, this Article shall not preclude the parties from meeting with the Mayor, City Council, Council Committee or City Attorney to advocate or urge the adoption and approval of this MOU.

## **ARTICLE 26 FULL UNDERSTANDING**

Management and the Association acknowledge that during the meet and confer process, each had the unlimited right and the opportunity to make demands and proposals on any subject within the scope of representation and that this MOU constitutes the full and entire understanding of the parties regarding all such demands and proposals. The parties mutually understand that any prior or existing understandings or agreements by the parties, whether formal or informal, are hereby superseded or terminated.

The parties mutually agree that this MOU may not be opened at any time during its term for any reason, except by mutual consent of the parties hereto.

It is mutually understood that any changes mutually agreed to shall not be binding upon the parties unless and until they have been implemented in accordance with Article 2.

The waiver or breach of any term or condition of this MOU by any party hereto, shall not constitute a precedent in the future enforcement of any of its terms and provisions.

## **ARTICLE 27 AUTHORIZED AGENTS**

For the purpose of administering the terms and provisions of this MOU:

- A. Address: Los Angeles City Attorneys Association  
P.O. Box 53808  
Los Angeles, CA 90053-0808  
Telephone: (310) 430-1119
  
- B. Management's principal authorized agents shall be the City Administrative Officer or his duly authorized representative, and the City Attorney or his duly authorized representative.
  - 1. Address: City Administrative Officer  
Employee Relations Division  
Room 1200, City Hall East  
Los Angeles, California 90012  
Telephone: (213) 978-7676
  
  - 2. Address: City Attorney  
Administrative Services  
Room 800, City Hall East  
Los Angeles, California 90012  
Telephone: (213) 978-8366

## **ARTICLE 28 PROVISIONS OF LAW AND SEPARABILITY**

It is understood and agreed that this MOU is subject to all current 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 MOU is held to be invalid or unenforceable by the final judgment of a court of competent jurisdiction, said Article, part or provision shall be suspended and superseded by such applicable laws or regulations, and the remainder of this MOU shall not be affected thereby.

## **ARTICLE 29            INTRA-DEPARTMENTAL REASSIGNMENT OPPORTUNITIES**

The assignment of employees within the Office of the City Attorney is the exclusive right of the City Attorney.

Employees may submit written requests that they be automatically considered for reassignment to specific assignments, sections or divisions within the Office of the City Attorney whenever a reassignment opportunity exists. Management need not select employees who have requested reassignment. However, Management will consider all reassignment requests on file for the positions involved prior to making its decision.

No grievance representative, officer or member of the Board of Directors of the Association shall be transferred for performing legitimate Association activities.

The Association agrees that the Office of the City Attorney has a managerial right to assign attorneys to its various operating units. The Office agrees that this right will not be exercised for arbitrary, capricious or discriminatory disciplinary purposes (*Horowitz ARB 499*).

In the event that the Office of the City Attorney determines that it needs to transfer involuntarily an attorney who is a member of this Unit, it shall provide advance notice one week, to the affected member and the Association. Notice shall be provided at least one week in advance, except where a shorter notice is required due to extraordinary circumstances or pursuant to disciplinary action. Upon request of the member or the Association, the Office agrees to discuss the reasons for the proposed transfer and to engage in a good faith exploration of any reasonable alternatives. Following any such discussions, the Office may implement the transfer or take other alternative action. The participation of the Association or the affected member in such discussion shall not be construed as a waiver of any right by the affected member to file a grievance or seek other remedies.

## **ARTICLE 30            EMPLOYEE BENEFITS INFORMATION**

Management shall furnish to each employee in the Unit information regarding sick leave, vacation and accumulated overtime balances through the D-Time application in the City's payroll system. Management shall also establish a contact person with whom Unit members can communicate for such information.

## **ARTICLE 31            PROFESSIONAL BAR DUES/FEEES**

### **California State Bar Dues**

#### **A.     California State Bar Dues**

The City shall make advance payment to the State Bar of California for the required dues, other than the penalty assessments, for every employee in the classifications

listed in Appendix A on January 15 of each calendar year. Attached to the advance payment shall be a statement to the Controller that substantiation will follow within thirty (30) days. Within thirty (30) days after payment by the City for the required dues, the Office of the City Attorney shall submit such documentation as determined by the City Controller to substantiate the advance payment.

Persons entitled to defrayal of State Bar dues shall present to the City Attorney's Office their State Bar statement prior to each January 15. Late submittal may be deemed a waiver by the attorney to have the City pay his/her Bar dues for that particular year.

### State Bar Assessments

The City agrees to pay State Bar of California assessment(s) required to remain licensed to practice law up to a cumulative maximum of \$500.00 per attorney for the term of this MOU. If the State Bar assessment(s) exceeds this amount, at the request of the Association, the parties will meet and discuss payment of the additional assessment.

The parties agree any discussions and the results therein shall neither be subject to impasse proceedings, nor shall they be grievable or arbitrable.

The payment of any State Bar Assessment(s) is separate, and in addition to, the California State Bar Dues.

### B. Los Angeles County Bar or California State Bar Specialized Section Dues

Management will reimburse each employee up to a maximum amount of \$100.00 for fiscal years 2019/2020 and 2020/2021 toward the cost of membership dues in the Los Angeles County Bar Association and/or toward the cost of belonging to a specialized section of the State Bar of California, or de-unified California State Bar Sections (CSBS) if such section fees are separated from the State Bar. This amount will increase to \$120.00 for fiscal years 2021/2022, 2022/2023, and 2023/2024. Failure to submit a claim for reimbursement by June 1 of each fiscal year will be deemed a waiver by the employee to receive reimbursement for that fiscal year.

### C. Federal Court Fees

In the event an attorney is required to pay an application fee, or other similar type fee, in order to practice law in a Federal court on behalf of the City, Management shall reimburse the attorney for the full amount of such fee(s).

D. Professional Development Allowance

1. Management shall reimburse Unit members for the cost of Minimum Continuing Legal Education (MCLE) courses, including costs for registration fees, travel, lodging, and per diem related to MCLE approved courses, workshops, seminars and conferences up to a maximum of \$1,250 per calendar year per Unit member for calendar year 2019. Such reimbursement shall only be paid for training after attendance upon submission by the employee of documentation of claimed expenses, including the MCLE provider-issued certificate of participation and Management's approval of such documentation.
2. Effective calendar year 2020 (January 1, 2020), the use of the reimbursement will be expanded for professional development to allow for the purchase of the following items if dedicated exclusively for the conduct of City business and upon provision of proper documentation of purchased items or attendance at training:
  - a. Training (MCLE and other professional/career development training and materials, including travel and lodging). MCLE programs attended for purposes of satisfying State Bar continuing education requirements are not restricted to a members' current practice area, so as to allow attorneys to expand their legal knowledge
  - b. Professional associations dues, Los Angeles County Bar Associations dues, California State Bar specialized section dues
  - c. Books/practice guides/reference guides
  - d. Software (e.g., CEQA, Crime Finder, maps)
  - e. Certification fees
3. Effective fiscal year 2020/2021 (July 1, 2020), the annual Professional Development allowance shall be increased from a maximum of \$1,250 to \$1,500 for each attorney. The annual allowance will be allocated as a combination of reimbursement and cash up-front payments as follows:
  - a. Reimbursement up to a maximum of \$625.00 from January 2020 to June 2020 (to cover the 6-month transition from calendar year to fiscal year), upon provision of proper documentation of purchase for the items listed in #2 above
  - b. A one-time \$750.00 cash up-front payment for the purpose of professional development shall be payable in the first pay period of fiscal year 2020/2021 (July 2020). Up to an additional \$750.00 shall

be payable on a reimbursement basis upon provision of proper documentation of purchase for the items listed in 2 above. The annual combination of the cash advance payment and maximum reimbursement shall not exceed \$1,500.00 during the fiscal year, including any professional development allocated funds received while a member of any other City Attorney bargaining unit

- c. A one-time \$750.00 cash up-front payment for purpose of professional development shall be payable in the first pay period of fiscal year 2021/2022 (July 2021). Up to an additional \$750.00 shall be payable on a reimbursement basis upon provision of proper documentation of purchase for the items listed in 2 above. The annual combination of the cash advance payment and maximum reimbursement shall not exceed \$1,500.00 during the fiscal year, including any professional development allocated funds received while a member of any other City Attorney bargaining unit
  - d. A one-time \$750.00 cash up-front payment for purpose of professional development shall be payable in the first pay period of fiscal year 2022/2023 (July 2022). Up to an additional \$750.00 shall be payable on a reimbursement basis upon provision of proper documentation of purchase for the items listed in 2 above. The annual combination of the cash advance payment and maximum reimbursement shall not exceed \$1,500.00 during the fiscal year, including any professional development allocated funds received while a member of any other City Attorney bargaining unit
  - e. A one-time \$750.00 cash up-front payment for purpose of professional development shall be payable in the first pay period of fiscal year 2023/2024 (July 2023). Up to an additional \$750.00 shall be payable on a reimbursement basis upon provision of proper documentation of purchase for the items listed in 2 above. The annual combination of the cash advance payment and maximum reimbursement shall not exceed \$1,500.00 during the fiscal year, including any professional development allocated funds received while a member of any other City Attorney bargaining unit
  - f. No attorney shall receive more than a maximum of \$2,125 in combined reimbursement and cash payment during the period January 1, 2020 through June 30, 2021
4. During the term of this MOU, the use of the reimbursement will be expanded to allow for the purchase of the following items if dedicated exclusively for the conduct of City business and upon provision of proper documentation of purchased items:

- a. Laptops/Tablets - Electronic devices must comply with City (including, as applicable, Proprietary Department) software/hardware and internet use security standards/protocols before use, and must be dedicated to the employee's City duties. Employees may purchase only devices supported by City/Proprietary Department Information Technology staff. Employees should check with City Attorney and/or Proprietary Department Information Technology staff prior to purchasing any hardware/software to assure the product is supported by City/Proprietary Department and will be in compliance with the requirements standards/protocols. Employees shall be responsible for the cost of any software necessary for a device to work on the City/Proprietary network if that software is not ordinarily provided by ITA for department-issued equipment. Questions regarding the purchase of a laptop or tablet should be directed to City Attorney Information Technology staff. Laptop/Tablet purchased under this provision is considered City property and must be returned upon departure from the Office of the City Attorney.
- b. Office equipment, technological devices in addition to those described above in 4a, and other supplies required to support telecommuting and performing remote work (e.g., wifi router, printer/scanner, webcam, desk, chair), with the exception of items and supplies that are made available for the same purpose to Unit members by the Department.

Any purchases made pursuant to 4(a) or (b) that were completed between March 1, 2020, and February 28, 2021, upon proper documentation, shall be reimbursable in fiscal year 2020/2021 or fiscal year 2021/2022. For any qualifying item purchased prior to February 28, 2021, a Unit member may only seek reimbursement for that item in either fiscal year 2020/2021 or 2021/2022, at the Unit member's election. For qualifying purchases made after February 28, 2021, Unit members may only seek reimbursement out of the allowance provided for the fiscal year in which the item was purchased. In no event shall the amount of reimbursement in any fiscal year exceed the limits set forth in this section.

There will be no verification required for purchases made by a member from his or her up-front payment. However, members may only seek reimbursement for approved professional development purposes after they have exhausted their up-front payment for such purposes in each fiscal year and members may not seek reimbursement for professional development expenses they paid for with their up-front payment. When seeking reimbursement, members will attest, in writing as part of the reimbursement process, to compliance with this paragraph.

All cash up-front payments and reimbursements are non-pensionable.

**ARTICLE 32 USE OF CITY FACILITIES**

City facilities may be used by the Association with the prior approval of Management for the purpose of holding meetings, if such facilities can be made available without disrupting the normal operations of the departments, offices, or bureaus affected. Participating employees will attend such meetings on their own time. The Association will pay such usual and customary fee(s) and/or other charges as are required by the City. Such charges normally cover rental, special set-ups, cleanups, and security services.

**ARTICLE 33 MILEAGE**

When an employee is authorized to use his/her own vehicle, pursuant to LAAC Division 4, Chapter 5, Article 2, in the performance of his/her duties, such employee shall be reimbursed for his/her transportation expenses at the standard mileage allowance as determined by the Internal Revenue Service (IRS) for each mile traveled in any biweekly pay period.

The CAO shall notify the Controller of changes to the IRS standard mileage allowance rate as appropriate.

**ARTICLE 34 ASSOCIATION RELEASE TIME**

At the beginning of each fiscal year, the Association will submit a list of Board members and designated grievance representatives of the Association who may be given release time from their normal duties, without loss of pay or benefits, to represent Association members in grievance proceedings (which shall not include time spent on grievance preparation) as specified in Article 21, Unfair Fair Labor practice charges, arbitration proceedings, and to meet and confer with City management representatives on matters within the scope of representation, as specified in the Employee Relations Ordinance, LAAC Section 4.845.

The designated representative shall not leave his or her work area to conduct such business without first notifying his or her supervisor, and without ensuring that his or her absence will not adversely affect the ongoing business of the City Attorney's Office.

**ARTICLE 35 CITY-ASSOCIATION RELATIONSHIP**

In consideration of the mutual desire of the parties to promote and ensure harmonious relations, the City agrees that there shall be no lockout or the equivalent of members of the Association, and the Association and its members agree that there shall be no strike, slowdown, or other concerted action resulting in the withholding of service by the members during the term of this MOU. Should such a strike, slowdown, or concerted action by Association members occur, the Association shall immediately instruct its members to return to work. It is mutually understood and agreed that the City has the right to take disciplinary action, including discharge, against any employee who participates in any manner in any strike or slowdown, picketing on any paid City time in

support of a strike, or other concerted action resulting in the withholding of service by the members during the term of this MOU. The curtailing of operations by the City in whole or part for operational or economic reasons shall not be construed as a lockout.

The provisions of this Article shall not detract in any way from any restrictions imposed by law on strikes and other types of work stoppages by public employees.

#### **ARTICLE 36           WORKERS' COMPENSATION**

The City shall provide Workers' Compensation benefits in accordance with LAAC Section 4.104, except that salary continuation payments during absences for temporary disability conditions shall be in an amount equal to the employee's regular biweekly, take-home pay at the time of incurring the disability condition. For purposes of this Article, take-home pay shall be defined as an employee's biweekly gross salary rate less the mandatory deduction for Federal and State income tax withholding and employee retirement contributions. The employee will be able to make adjustments in his/her voluntary deductions while on temporary disability leave but will not be able to change the amount normally deducted for State and Federal income taxes, unless the employee has changed those deductions to those which he/she is legally entitled to take within ten (10) days of the commencement of any disability leave, or within ten (10) days of any change in dependents. This Article shall not affect employees who are receiving Workers' Compensation pay in accordance with LAAC Section 4.104 prior to August 16, 1995.

#### **ARTICLE 37           LIFE INSURANCE**

A term life insurance benefit equal to approximately one-year's salary will continue to be provided at no cost to employees who were members of MOU 29 at any time prior to January 15, 2014. Such benefit may be provided by affording additional appropriate flexible benefit credits to employees for utilization in the City's flexible benefit program.

Effective January 1, 2020, the term life insurance benefit described in this Article shall be made available to all members of the Unit. This benefit shall not be retroactive and may be subject to State and federal supplemental taxation.

#### **ARTICLE 38           CONTRACTING OUT**

City Attorney management will submit all proposals to contract out Unit work to the Contracting Clearinghouse established by the CAO as soon as is practicable. No Unit employee shall be laid off nor authorized positions in the Unit reduced as a result of contracting out legal services.

#### **ARTICLE 39           PERSONAL LEAVE**

Effective February 28, 2021, each full-time unit member shall, in addition to all other compensatory time, receive forty (40) hours per calendar year as personal leave. Personal leave is defined as any event requiring a member's immediate attention.

Personal leave shall only be taken in the calendar year in which it is credited and, if not taken, such time shall be deemed waived and lost. Personal leave may be taken in one-hour increments. No employee shall be entitled to personal leave until the employee has completed six (6) months of satisfactory City service.

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

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

**FOR THE UNION:**



\_\_\_\_\_  
Joshua Geller, President  
Los Angeles City Attorneys Association

1/29/21  
Date

**FOR THE CITY:**



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

1/31/21  
Date

\_\_\_\_\_  
Michael N. Feuer  
City Attorney

\_\_\_\_\_  
Date

**Approved as to Form and Legality:**



\_\_\_\_\_  
For the City Attorney

February 1, 2021  
Date

**MOU 29**

**Appendix A**

**Operative on July 1, 2019**

<b>CLASS CODE</b>	<b>TITLE</b>	<b>RANGE</b>	<b>ANNUAL COMPENSATION</b>				
			<b>STARTING</b>		<b>MAXIMUM</b>		
			<b>STEP</b>	<b>SALARY</b>	<b>STEP</b>	<b>SALARY</b>	
0598-0	Assistant City Attorney	8053	1	\$168,146	--	15	\$245,820
0594-0	Deputy City Attorney I	3978	1	\$ 83,060	--	15	\$121,438
0595-0	Deputy City Attorney II	4888	1	\$102,061	--	15	\$149,271
0596-0	Deputy City Attorney III	6398	1	\$133,590	--	15	\$195,332
0597-0	Deputy City Attorney IV	7338	1	\$153,217	--	15	\$224,000

APPENDIX A

MOU 29 - SALARIES EFFECTIVE July 1, 2019

CLASS CODE	CLASS/ RANGE		1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
0594-0	Deputy City Attorney I 3978	HR	\$ 39.78	\$ 40.87	\$ 42.00	\$ 43.16	\$ 44.34	\$ 45.56	\$ 46.81	\$ 48.10	\$ 49.42	\$ 50.78	\$ 52.18	\$ 53.61	\$ 55.09	\$ 56.60	\$ 58.16
		BW	\$ 3,182.40	\$ 3,269.60	\$ 3,360.00	\$ 3,452.80	\$ 3,547.20	\$ 3,644.80	\$ 3,744.80	\$ 3,848.00	\$ 3,953.60	\$ 4,062.40	\$ 4,174.40	\$ 4,288.80	\$ 4,407.20	\$ 4,528.00	\$ 4,652.80
		YR	\$ 83,060.64	\$ 85,336.56	\$ 87,666.00	\$ 90,118.08	\$ 92,581.92	\$ 95,129.28	\$ 97,739.28	\$ 100,432.80	\$ 103,188.96	\$ 106,028.64	\$ 108,951.84	\$ 111,937.68	\$ 115,027.92	\$ 118,180.80	\$ 121,438.08
0595-0	Deputy City Attorney II 4888	HR	\$ 48.88	\$ 50.22	\$ 51.61	\$ 53.03	\$ 54.49	\$ 55.99	\$ 57.53	\$ 59.11	\$ 60.74	\$ 62.41	\$ 64.13	\$ 65.89	\$ 67.71	\$ 69.57	\$ 71.49
		BW	\$ 3,910.40	\$ 4,017.60	\$ 4,128.80	\$ 4,242.40	\$ 4,359.20	\$ 4,479.20	\$ 4,602.40	\$ 4,728.80	\$ 4,859.20	\$ 4,992.80	\$ 5,130.40	\$ 5,271.20	\$ 5,416.80	\$ 5,565.60	\$ 5,719.20
		YR	\$ 102,061.44	\$ 104,859.36	\$ 107,761.68	\$ 110,726.64	\$ 113,775.12	\$ 116,907.12	\$ 120,122.64	\$ 123,421.68	\$ 126,825.12	\$ 130,312.08	\$ 133,903.44	\$ 137,578.32	\$ 141,378.48	\$ 145,262.16	\$ 149,271.12
0596-0	Deputy City Attorney III 6398	HR	\$ 63.98	\$ 65.74	\$ 67.55	\$ 69.41	\$ 71.32	\$ 73.28	\$ 75.30	\$ 77.37	\$ 79.50	\$ 81.69	\$ 83.93	\$ 86.24	\$ 88.61	\$ 91.05	\$ 93.55
		BW	\$ 5,118.40	\$ 5,259.20	\$ 5,404.00	\$ 5,552.80	\$ 5,705.60	\$ 5,862.40	\$ 6,024.00	\$ 6,189.80	\$ 6,360.00	\$ 6,535.20	\$ 6,714.40	\$ 6,899.20	\$ 7,088.80	\$ 7,284.00	\$ 7,484.00
		YR	\$ 133,590.24	\$ 137,265.12	\$ 141,044.40	\$ 144,928.08	\$ 148,916.16	\$ 153,008.64	\$ 157,226.40	\$ 161,548.56	\$ 165,998.00	\$ 170,568.72	\$ 175,245.84	\$ 180,069.12	\$ 185,017.68	\$ 190,112.40	\$ 195,332.40
0597-0	Deputy City Attorney IV 7338	HR	\$ 73.38	\$ 75.40	\$ 77.47	\$ 79.60	\$ 81.79	\$ 84.04	\$ 86.35	\$ 88.72	\$ 91.16	\$ 93.67	\$ 96.24	\$ 98.89	\$ 101.61	\$ 104.40	\$ 107.28
		BW	\$ 5,870.40	\$ 6,032.00	\$ 6,197.60	\$ 6,368.00	\$ 6,543.20	\$ 6,723.20	\$ 6,908.00	\$ 7,097.60	\$ 7,292.80	\$ 7,493.60	\$ 7,699.20	\$ 7,911.20	\$ 8,128.80	\$ 8,352.00	\$ 8,582.40
		YR	\$ 153,217.44	\$ 157,435.20	\$ 161,757.36	\$ 166,204.80	\$ 170,777.52	\$ 175,475.52	\$ 180,298.80	\$ 185,247.36	\$ 190,342.08	\$ 195,582.06	\$ 200,949.12	\$ 206,462.32	\$ 212,161.68	\$ 217,987.20	\$ 224,000.64
0598-0	Assistant City Attorney 8053	HR	\$ 80.53	\$ 82.74	\$ 85.02	\$ 87.36	\$ 89.76	\$ 92.23	\$ 94.76	\$ 97.37	\$ 100.04	\$ 102.79	\$ 105.62	\$ 108.52	\$ 111.51	\$ 114.58	\$ 117.73
		BW	\$ 6,442.40	\$ 6,619.20	\$ 6,801.60	\$ 6,988.80	\$ 7,180.80	\$ 7,378.40	\$ 7,580.80	\$ 7,789.60	\$ 8,003.20	\$ 8,223.20	\$ 8,449.60	\$ 8,681.60	\$ 8,920.80	\$ 9,166.40	\$ 9,418.40
		YR	\$ 168,146.64	\$ 172,761.12	\$ 177,521.76	\$ 182,407.68	\$ 187,418.88	\$ 192,576.24	\$ 197,858.88	\$ 203,308.56	\$ 208,883.52	\$ 214,625.52	\$ 220,534.56	\$ 226,589.76	\$ 232,832.88	\$ 239,243.04	\$ 245,820.24

**MOU 29**

**Appendix B**

**Operative on July 7, 2019**

<u>CLASS CODE</u>	<u>TITLE</u>	<u>RANGE</u>	<u>ANNUAL COMPENSATION</u>				
			<u>STARTING</u>		<u>MAXIMUM</u>		
			<u>STEP</u>	<u>SALARY</u>		<u>STEP</u>	<u>SALARY</u>
0598-0	Assistant City Attorney	8285	1	\$172,990	--	15	\$252,940
0594-0	Deputy City Attorney I	4094	1	\$ 85,482	--	15	\$124,966
0595-0	Deputy City Attorney II	5031	1	\$105,047	--	15	\$153,614
0596-0	Deputy City Attorney III	6584	1	\$137,473	--	15	\$200,990
0597-0	Deputy City Attorney IV	7552	1	\$157,685	--	15	\$230,536

APPENDIX B

MOU 29 - SALARIES EFFECTIVE July 7, 2019

CLASS CODE	CLASS/ RANGE		1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
0594-0	Deputy City Attorney I 4094	HR	\$ 40.94	\$ 42.07	\$ 43.22	\$ 44.41	\$ 45.63	\$ 46.88	\$ 48.17	\$ 49.49	\$ 50.86	\$ 52.26	\$ 53.70	\$ 55.18	\$ 56.69	\$ 58.25	\$ 59.85
		BW	\$ 3,275.20	\$ 3,365.60	\$ 3,457.60	\$ 3,552.80	\$ 3,650.40	\$ 3,750.40	\$ 3,853.60	\$ 3,959.20	\$ 4,068.80	\$ 4,180.80	\$ 4,296.00	\$ 4,414.40	\$ 4,535.20	\$ 4,660.00	\$ 4,788.00
		YR	\$ 85,482.72	\$ 87,842.16	\$ 90,243.36	\$ 92,728.08	\$ 95,275.44	\$ 97,885.44	\$ 100,578.96	\$ 103,335.12	\$ 106,195.68	\$ 109,118.88	\$ 112,125.60	\$ 115,215.84	\$ 118,368.72	\$ 121,626.00	\$ 124,966.80
0595-0	Deputy City Attorney II 5031	HR	\$ 50.31	\$ 51.69	\$ 53.12	\$ 54.58	\$ 56.08	\$ 57.62	\$ 59.21	\$ 60.84	\$ 62.51	\$ 64.23	\$ 66.00	\$ 67.82	\$ 69.68	\$ 71.60	\$ 73.57
		BW	\$ 4,024.80	\$ 4,135.20	\$ 4,249.60	\$ 4,366.40	\$ 4,486.40	\$ 4,609.60	\$ 4,736.80	\$ 4,867.20	\$ 5,000.80	\$ 5,138.40	\$ 5,280.00	\$ 5,425.60	\$ 5,574.40	\$ 5,728.00	\$ 5,885.60
		YR	\$ 105,047.28	\$ 107,928.72	\$ 110,914.56	\$ 113,963.04	\$ 117,095.04	\$ 120,310.56	\$ 123,630.48	\$ 127,033.92	\$ 130,520.88	\$ 134,112.24	\$ 137,808.00	\$ 141,608.16	\$ 145,491.84	\$ 149,500.80	\$ 153,614.16
0596-0	Deputy City Attorney III 6584	HR	\$ 65.84	\$ 67.65	\$ 69.51	\$ 71.42	\$ 73.39	\$ 75.41	\$ 77.48	\$ 79.61	\$ 81.80	\$ 84.05	\$ 86.36	\$ 88.73	\$ 91.18	\$ 93.69	\$ 96.26
		BW	\$ 5,267.20	\$ 5,412.00	\$ 5,560.80	\$ 5,713.80	\$ 5,871.20	\$ 6,032.80	\$ 6,198.40	\$ 6,368.80	\$ 6,544.00	\$ 6,724.00	\$ 6,908.80	\$ 7,098.40	\$ 7,294.40	\$ 7,495.20	\$ 7,700.80
		YR	\$ 137,473.92	\$ 141,253.20	\$ 145,136.88	\$ 149,124.96	\$ 153,238.32	\$ 157,456.08	\$ 161,778.24	\$ 166,225.68	\$ 170,798.40	\$ 175,496.40	\$ 180,319.68	\$ 185,268.24	\$ 190,363.84	\$ 195,624.72	\$ 200,990.88
0597-0	Deputy City Attorney IV 7552	HR	\$ 75.52	\$ 77.60	\$ 79.73	\$ 81.92	\$ 84.18	\$ 86.49	\$ 88.87	\$ 91.31	\$ 93.83	\$ 96.41	\$ 99.06	\$ 101.78	\$ 104.58	\$ 107.46	\$ 110.41
		BW	\$ 6,041.60	\$ 6,208.00	\$ 6,378.40	\$ 6,553.80	\$ 6,734.40	\$ 6,919.20	\$ 7,109.60	\$ 7,304.80	\$ 7,506.40	\$ 7,712.80	\$ 7,924.80	\$ 8,142.40	\$ 8,366.40	\$ 8,596.80	\$ 8,832.80
		YR	\$ 157,685.76	\$ 162,028.80	\$ 166,476.24	\$ 171,048.96	\$ 175,767.84	\$ 180,591.12	\$ 185,580.56	\$ 190,655.28	\$ 195,917.04	\$ 201,304.08	\$ 206,837.28	\$ 212,516.64	\$ 218,363.04	\$ 224,376.48	\$ 230,536.08
0598-0	Assistant City Attorney 8285	HR	\$ 82.85	\$ 85.13	\$ 87.47	\$ 89.88	\$ 92.35	\$ 94.89	\$ 97.50	\$ 100.18	\$ 102.94	\$ 105.77	\$ 108.68	\$ 111.67	\$ 114.74	\$ 117.90	\$ 121.14
		BW	\$ 6,628.00	\$ 6,810.40	\$ 6,997.60	\$ 7,190.40	\$ 7,388.00	\$ 7,591.20	\$ 7,800.00	\$ 8,014.40	\$ 8,235.20	\$ 8,461.60	\$ 8,694.40	\$ 8,933.60	\$ 9,179.20	\$ 9,432.00	\$ 9,691.20
		YR	\$ 172,990.80	\$ 177,751.44	\$ 182,637.36	\$ 187,669.44	\$ 192,826.80	\$ 198,130.32	\$ 203,580.00	\$ 209,175.84	\$ 214,938.72	\$ 220,847.76	\$ 226,923.84	\$ 233,168.96	\$ 239,577.12	\$ 246,175.20	\$ 252,940.32

MOU 29

Appendix C

Operative on July 5, 2020

CLASS CODE	TITLE	RANGE	ANNUAL COMPENSATION				
			STARTING		MAXIMUM		
			STEP	SALARY	STEP	SALARY	
0598-0	Assistant City Attorney	8513	1	\$177,751	--	15	\$259,893
0594-0	Deputy City Attorney I	4206	1	\$ 87,821	--	15	\$128,412
0595-0	Deputy City Attorney II	5172	1	\$107,991	--	15	\$157,831
0596-0	Deputy City Attorney III	6766	1	\$141,274	--	15	\$206,524
0597-0	Deputy City Attorney IV	7760	1	\$162,028	--	15	\$236,904

APPENDIX C

MOU 29 - SALARIES EFFECTIVE July 5, 2020

CLASS CODE	CLASS/ RANGE		1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
0594-0	Deputy City Attorney I 4206	HR	\$ 42.06	\$ 43.22	\$ 44.41	\$ 45.63	\$ 46.89	\$ 48.18	\$ 49.50	\$ 50.86	\$ 52.26	\$ 53.70	\$ 55.17	\$ 56.69	\$ 58.25	\$ 59.85	\$ 61.50
		BW	\$ 3,364.80	\$ 3,457.60	\$ 3,552.80	\$ 3,650.40	\$ 3,751.20	\$ 3,854.40	\$ 3,960.00	\$ 4,068.80	\$ 4,180.80	\$ 4,296.00	\$ 4,413.60	\$ 4,535.20	\$ 4,660.00	\$ 4,788.00	\$ 4,920.00
		YR	\$ 87,821.28	\$ 90,243.36	\$ 92,728.08	\$ 95,275.44	\$ 97,906.32	\$ 100,599.84	\$ 103,356.00	\$ 106,195.68	\$ 109,118.88	\$ 112,125.60	\$ 115,194.96	\$ 118,368.72	\$ 121,626.00	\$ 124,966.80	\$ 128,412.00
0595-0	Deputy City Attorney II 5172	HR	\$ 51.72	\$ 53.14	\$ 54.60	\$ 56.10	\$ 57.64	\$ 59.23	\$ 60.85	\$ 62.52	\$ 64.24	\$ 66.01	\$ 67.82	\$ 69.69	\$ 71.60	\$ 73.57	\$ 75.59
		BW	\$ 4,137.60	\$ 4,251.20	\$ 4,368.00	\$ 4,488.00	\$ 4,611.20	\$ 4,738.40	\$ 4,868.00	\$ 5,001.60	\$ 5,139.20	\$ 5,280.80	\$ 5,425.60	\$ 5,575.20	\$ 5,728.00	\$ 5,885.60	\$ 6,047.20
		YR	\$ 107,991.36	\$ 110,956.32	\$ 114,004.80	\$ 117,136.80	\$ 120,352.32	\$ 123,672.24	\$ 127,054.80	\$ 130,541.76	\$ 134,133.12	\$ 137,828.88	\$ 141,608.16	\$ 145,512.72	\$ 149,500.80	\$ 153,614.16	\$ 157,831.92
0596-0	Deputy City Attorney III 6766	HR	\$ 67.66	\$ 69.52	\$ 71.43	\$ 73.39	\$ 75.41	\$ 77.48	\$ 79.61	\$ 81.80	\$ 84.05	\$ 86.36	\$ 88.74	\$ 91.18	\$ 93.69	\$ 96.27	\$ 98.91
		BW	\$ 5,412.80	\$ 5,561.60	\$ 5,714.40	\$ 5,871.20	\$ 6,032.80	\$ 6,198.40	\$ 6,368.80	\$ 6,544.00	\$ 6,724.00	\$ 6,908.80	\$ 7,099.20	\$ 7,294.40	\$ 7,495.20	\$ 7,701.60	\$ 7,912.80
		YR	\$ 141,274.08	\$ 145,157.76	\$ 149,145.84	\$ 153,236.32	\$ 157,456.08	\$ 161,778.24	\$ 166,225.68	\$ 170,798.40	\$ 175,496.40	\$ 180,319.68	\$ 185,269.12	\$ 190,363.84	\$ 195,624.72	\$ 201,011.76	\$ 206,524.08
0597-0	Deputy City Attorney IV 7760	HR	\$ 77.60	\$ 79.73	\$ 81.93	\$ 84.18	\$ 86.50	\$ 88.88	\$ 91.32	\$ 93.83	\$ 96.41	\$ 99.06	\$ 101.79	\$ 104.59	\$ 107.47	\$ 110.43	\$ 113.46
		BW	\$ 6,208.00	\$ 6,378.40	\$ 6,554.40	\$ 6,734.40	\$ 6,920.00	\$ 7,110.40	\$ 7,305.60	\$ 7,506.40	\$ 7,712.80	\$ 7,924.80	\$ 8,143.20	\$ 8,367.20	\$ 8,597.60	\$ 8,834.40	\$ 9,076.80
		YR	\$ 162,028.80	\$ 166,476.24	\$ 171,069.84	\$ 175,767.84	\$ 180,612.00	\$ 185,581.44	\$ 190,676.16	\$ 195,917.04	\$ 201,304.08	\$ 206,837.28	\$ 212,537.52	\$ 218,383.92	\$ 224,397.36	\$ 230,577.84	\$ 236,904.48
0598-0	Assistant City Attorney 8513	HR	\$ 85.13	\$ 87.47	\$ 89.88	\$ 92.35	\$ 94.89	\$ 97.50	\$ 100.18	\$ 102.93	\$ 105.77	\$ 108.68	\$ 111.67	\$ 114.74	\$ 117.90	\$ 121.14	\$ 124.47
		BW	\$ 6,810.40	\$ 6,997.60	\$ 7,190.40	\$ 7,388.00	\$ 7,591.20	\$ 7,800.00	\$ 8,014.40	\$ 8,234.40	\$ 8,461.60	\$ 8,694.40	\$ 8,933.60	\$ 9,179.20	\$ 9,432.00	\$ 9,691.20	\$ 9,957.60
		YR	\$ 177,751.44	\$ 182,637.36	\$ 187,669.44	\$ 192,826.80	\$ 198,130.32	\$ 203,580.00	\$ 209,175.84	\$ 214,917.84	\$ 220,847.76	\$ 226,923.84	\$ 233,166.96	\$ 239,577.12	\$ 246,175.20	\$ 252,940.32	\$ 259,893.36

**MOU 29**

**Appendix D**

**Operative on June 19, 2022**

<b>CLASS CODE</b>	<b>TITLE</b>	<b>RANGE</b>	<b>ANNUAL COMPENSATION</b>				
			<b>STARTING</b>		<b>MAXIMUM</b>		
			<b>STEP</b>	<b>SALARY</b>	<b>STEP</b>	<b>SALARY</b>	
0598-0	Assistant City Attorney	8684	1	\$ 181,321	--	15	\$265,113
0594-0	Deputy City Attorney I	4290	1	\$ 89,575	--	15	\$130,980
0595-0	Deputy City Attorney II	5274	1	\$ 110,121	--	15	\$160,984
0596-0	Deputy City Attorney III	6900	1	\$ 144,072	--	15	\$210,658
0597-0	Deputy City Attorney IV	7917	1	\$ 165,306	--	15	\$241,644

APPENDIX D

MOU 29 - SALARIES EFFECTIVE June 19, 2022

CLASS CODE	CLASS/RANGE		1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
0594-0	Deputy City Attorney I 4290	HR	\$ 42.90	\$ 44.08	\$ 45.29	\$ 46.54	\$ 47.82	\$ 49.14	\$ 50.49	\$ 51.88	\$ 53.31	\$ 54.78	\$ 56.28	\$ 57.83	\$ 59.42	\$ 61.05	\$ 62.73
		BW	\$ 3,432.00	\$ 3,526.40	\$ 3,623.20	\$ 3,723.20	\$ 3,825.60	\$ 3,931.20	\$ 4,039.20	\$ 4,150.40	\$ 4,264.80	\$ 4,382.40	\$ 4,502.40	\$ 4,626.40	\$ 4,753.60	\$ 4,884.00	\$ 5,018.40
		YR	\$ 89,575.20	\$ 92,039.04	\$ 94,565.52	\$ 97,175.52	\$ 99,848.16	\$ 102,604.32	\$ 105,423.12	\$ 108,325.44	\$ 111,311.28	\$ 114,380.64	\$ 117,512.64	\$ 120,749.04	\$ 124,068.96	\$ 127,472.40	\$ 130,980.24
0595-0	Deputy City Attorney II 5274	HR	\$ 52.74	\$ 54.19	\$ 55.68	\$ 57.21	\$ 58.78	\$ 60.40	\$ 62.06	\$ 63.77	\$ 65.52	\$ 67.32	\$ 69.17	\$ 71.07	\$ 73.03	\$ 75.04	\$ 77.10
		BW	\$ 4,219.20	\$ 4,335.20	\$ 4,454.40	\$ 4,576.80	\$ 4,702.40	\$ 4,832.00	\$ 4,964.80	\$ 5,101.60	\$ 5,241.60	\$ 5,385.60	\$ 5,533.60	\$ 5,685.60	\$ 5,842.40	\$ 6,003.20	\$ 6,168.00
		YR	\$ 110,121.12	\$ 113,148.72	\$ 116,259.84	\$ 119,454.48	\$ 122,732.64	\$ 126,115.20	\$ 129,581.28	\$ 133,151.76	\$ 136,805.76	\$ 140,564.16	\$ 144,426.96	\$ 148,394.16	\$ 152,486.64	\$ 156,683.52	\$ 160,984.80
0596-0	Deputy City Attorney III 6900	HR	\$ 69.00	\$ 70.90	\$ 72.85	\$ 74.85	\$ 76.91	\$ 79.03	\$ 81.20	\$ 83.43	\$ 85.73	\$ 88.09	\$ 90.51	\$ 93.00	\$ 95.56	\$ 98.19	\$ 100.89
		BW	\$ 5,520.00	\$ 5,672.00	\$ 5,828.00	\$ 5,988.00	\$ 6,152.80	\$ 6,322.40	\$ 6,496.00	\$ 6,674.40	\$ 6,858.40	\$ 7,047.20	\$ 7,240.80	\$ 7,440.00	\$ 7,644.80	\$ 7,855.20	\$ 8,071.20
		YR	\$ 144,072.00	\$ 148,039.20	\$ 152,110.80	\$ 156,286.80	\$ 160,588.08	\$ 165,014.64	\$ 169,545.60	\$ 174,201.84	\$ 179,004.24	\$ 183,931.92	\$ 188,984.88	\$ 194,184.00	\$ 199,529.28	\$ 205,020.72	\$ 210,658.32
0597-0	Deputy City Attorney IV 7917	HR	\$ 79.17	\$ 81.35	\$ 83.58	\$ 85.88	\$ 88.24	\$ 90.67	\$ 93.16	\$ 95.72	\$ 98.35	\$ 101.05	\$ 103.83	\$ 106.69	\$ 109.62	\$ 112.63	\$ 115.73
		BW	\$ 6,333.60	\$ 6,508.00	\$ 6,686.40	\$ 6,870.40	\$ 7,059.20	\$ 7,253.60	\$ 7,452.80	\$ 7,657.60	\$ 7,868.00	\$ 8,084.00	\$ 8,306.40	\$ 8,535.20	\$ 8,769.60	\$ 9,010.40	\$ 9,258.40
		YR	\$ 165,306.96	\$ 169,858.80	\$ 174,515.04	\$ 179,317.44	\$ 184,245.12	\$ 189,318.96	\$ 194,518.08	\$ 199,863.36	\$ 205,354.80	\$ 210,992.40	\$ 216,797.04	\$ 222,768.72	\$ 228,886.56	\$ 235,171.44	\$ 241,644.24
0598-0	Assistant City Attorney 8684	HR	\$ 86.84	\$ 89.23	\$ 91.68	\$ 94.20	\$ 96.79	\$ 99.45	\$ 102.19	\$ 105.00	\$ 107.89	\$ 110.86	\$ 113.91	\$ 117.04	\$ 120.26	\$ 123.57	\$ 126.97
		BW	\$ 6,947.20	\$ 7,138.40	\$ 7,334.40	\$ 7,536.00	\$ 7,743.20	\$ 7,956.00	\$ 8,175.20	\$ 8,400.00	\$ 8,631.20	\$ 8,868.80	\$ 9,112.80	\$ 9,363.20	\$ 9,620.80	\$ 9,885.60	\$ 10,157.60
		YR	\$ 181,321.92	\$ 186,312.24	\$ 191,427.84	\$ 196,689.60	\$ 202,097.52	\$ 207,651.60	\$ 213,372.72	\$ 219,240.00	\$ 225,274.32	\$ 231,475.68	\$ 237,844.08	\$ 244,379.52	\$ 251,102.88	\$ 258,014.16	\$ 265,113.36

**MOU 29**

**Appendix E**

**Operative on January 15, 2023**

<b>CLASS CODE</b>	<b>TITLE</b>	<b>RANGE</b>	<b>ANNUAL COMPENSATION</b>				
			<b>STARTING</b>		<b>MAXIMUM</b>		
			<b>STEP</b>	<b>SALARY</b>	<b>STEP</b>	<b>SALARY</b>	
0598-0	Assistant City Attorney	8859	1	\$ 184,975	--	15	\$270,437
0594-0	Deputy City Attorney I	4376	1	\$ 91,370	--	15	\$133,590
0595-0	Deputy City Attorney II	5379	1	\$ 112,313	--	15	\$164,200
0596-0	Deputy City Attorney III	7040	1	\$ 146,995	--	15	\$214,938
0597-0	Deputy City Attorney IV	8075	1	\$ 168,606	--	15	\$246,488

APPENDIX E

MOU 29 - SALARIES EFFECTIVE January 15, 2023

CLASS CODE	CLASS/RANGE		1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
0594-0	Deputy City Attorney I 4376	HR	\$ 43.76	\$ 44.96	\$ 46.20	\$ 47.47	\$ 48.78	\$ 50.12	\$ 51.50	\$ 52.92	\$ 54.37	\$ 55.87	\$ 57.40	\$ 58.98	\$ 60.60	\$ 62.27	\$ 63.98
		BW	\$ 3,500.80	\$ 3,596.80	\$ 3,696.00	\$ 3,797.60	\$ 3,902.40	\$ 4,009.60	\$ 4,120.00	\$ 4,233.60	\$ 4,349.60	\$ 4,469.60	\$ 4,592.00	\$ 4,718.40	\$ 4,848.00	\$ 4,981.60	\$ 5,118.40
		YR	\$ 91,370.88	\$ 93,876.48	\$ 96,465.60	\$ 99,117.36	\$ 101,852.64	\$ 104,650.56	\$ 107,532.00	\$ 110,496.96	\$ 113,524.56	\$ 116,656.56	\$ 119,851.20	\$ 123,150.24	\$ 126,532.80	\$ 130,019.76	\$ 133,590.24
0595-0	Deputy City Attorney II 5379	HR	\$ 53.79	\$ 55.27	\$ 56.79	\$ 58.35	\$ 59.96	\$ 61.61	\$ 63.30	\$ 65.04	\$ 66.83	\$ 68.67	\$ 70.56	\$ 72.50	\$ 74.49	\$ 76.54	\$ 78.64
		BW	\$ 4,303.20	\$ 4,421.60	\$ 4,543.20	\$ 4,668.00	\$ 4,796.80	\$ 4,928.80	\$ 5,064.00	\$ 5,203.20	\$ 5,346.40	\$ 5,493.60	\$ 5,644.80	\$ 5,800.00	\$ 5,959.20	\$ 6,123.20	\$ 6,291.20
		YR	\$ 112,313.52	\$ 115,403.76	\$ 118,577.52	\$ 121,834.80	\$ 125,196.48	\$ 128,641.68	\$ 132,170.40	\$ 135,803.52	\$ 139,541.04	\$ 143,382.96	\$ 147,329.28	\$ 151,380.00	\$ 155,535.12	\$ 159,815.52	\$ 164,200.32
0596-0	Deputy City Attorney III 7040	HR	\$ 70.40	\$ 72.34	\$ 74.33	\$ 76.37	\$ 78.47	\$ 80.63	\$ 82.85	\$ 85.13	\$ 87.47	\$ 89.88	\$ 92.35	\$ 94.89	\$ 97.50	\$ 100.18	\$ 102.94
		BW	\$ 5,632.00	\$ 5,787.20	\$ 5,946.40	\$ 6,109.60	\$ 6,277.60	\$ 6,450.40	\$ 6,628.00	\$ 6,810.40	\$ 6,997.60	\$ 7,190.40	\$ 7,388.00	\$ 7,591.20	\$ 7,800.00	\$ 8,014.40	\$ 8,235.20
		YR	\$ 146,995.20	\$ 151,045.92	\$ 155,201.04	\$ 159,460.56	\$ 163,845.36	\$ 168,355.44	\$ 172,990.80	\$ 177,751.44	\$ 182,637.36	\$ 187,669.44	\$ 192,826.80	\$ 198,130.32	\$ 203,580.00	\$ 209,175.84	\$ 214,938.72
0597-0	Deputy City Attorney IV 8075	HR	\$ 80.75	\$ 82.97	\$ 85.25	\$ 87.59	\$ 90.00	\$ 92.48	\$ 95.02	\$ 97.63	\$ 100.32	\$ 103.08	\$ 105.91	\$ 108.82	\$ 111.82	\$ 114.90	\$ 118.05
		BW	\$ 6,460.00	\$ 6,637.60	\$ 6,820.00	\$ 7,007.20	\$ 7,200.00	\$ 7,398.40	\$ 7,601.60	\$ 7,810.40	\$ 8,025.60	\$ 8,246.40	\$ 8,472.80	\$ 8,705.60	\$ 8,945.60	\$ 9,192.00	\$ 9,444.00
		YR	\$ 168,606.00	\$ 173,241.36	\$ 178,002.00	\$ 182,887.92	\$ 187,920.00	\$ 193,098.24	\$ 198,401.76	\$ 203,851.44	\$ 209,468.16	\$ 215,231.04	\$ 221,140.08	\$ 227,216.16	\$ 233,480.16	\$ 239,911.20	\$ 246,488.40
0598-0	Assistant City Attorney 8859	HR	\$ 88.59	\$ 91.03	\$ 93.53	\$ 96.10	\$ 98.74	\$ 101.46	\$ 104.25	\$ 107.12	\$ 110.06	\$ 113.09	\$ 116.20	\$ 119.40	\$ 122.68	\$ 126.05	\$ 129.52
		BW	\$ 7,087.20	\$ 7,282.40	\$ 7,482.40	\$ 7,688.00	\$ 7,899.20	\$ 8,116.80	\$ 8,340.00	\$ 8,569.60	\$ 8,804.80	\$ 9,047.20	\$ 9,296.00	\$ 9,552.00	\$ 9,814.40	\$ 10,084.00	\$ 10,361.60
		YR	\$ 184,975.92	\$ 190,070.64	\$ 195,290.64	\$ 200,656.80	\$ 206,169.12	\$ 211,848.48	\$ 217,674.00	\$ 223,666.56	\$ 229,805.28	\$ 236,131.92	\$ 242,625.60	\$ 249,307.20	\$ 256,155.84	\$ 263,192.40	\$ 270,437.76

LETTER OF AGREEMENT

2019-2023 MEMORANDUM OF UNDERSTANDING NO. 29

TELECOMMUTE PILOT PROGRAM

Parties to agree to discuss the possibility and parameters of a telecommute program. The parties shall meet on a date mutually agreed upon by the parties.

**FOR THE ASSOCIATION:**

  
\_\_\_\_\_  
Joshua Beller, President  
Los Angeles City Attorneys Association

3/10/20  
Date

**FOR THE CITY:**

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

3/10/20  
Date

  
\_\_\_\_\_  
Michael N. Feuer  
City Attorney

3/10/20  
Date

**Approved as to Form and Legality:**

  
\_\_\_\_\_  
Office of the City Attorney

3/10/2020  
Date

LETTER OF AGREEMENT

2019-2023 MEMORANDUM OF UNDERSTANDING NO. 29

**PAID PARENTAL LEAVE PILOT PROGRAM**

The parties agree to meet and discuss a paid parental leave pilot program. The parties shall meet no later than thirty 30 days following City Council adoption of this Memorandum of Understanding or some other date mutually agreed upon by the parties.

**FOR THE ASSOCIATION:**

  
\_\_\_\_\_  
Joshua Geller, President  
Los Angeles City Attorneys Association

3/10/20  
Date

**FOR THE CITY:**

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

3/10/20  
Date

  
\_\_\_\_\_  
Michael N. Feuer  
City Attorney

3/10/20  
Date

**Approved as to Form and Legality:**

  
\_\_\_\_\_  
Office of the City Attorney

3/10/2020  
Date

LETTER OF AGREEMENT

BETWEEN THE LOS ANGELES CITY ATTORNEYS ASSOCIATION  
AND THE CITY OF LOS ANGELES

**WORKERS' COMPENSATION**

The parties agree to meet with Personnel Department, and other affected bargaining units, to explore options for addressing the situation in which members use their Sick Leave prior to acceptance of their Workers' Compensation claim, and it results in an overpayment to the employees due to the conversion from Sick Leave to Injury on Duty payments.

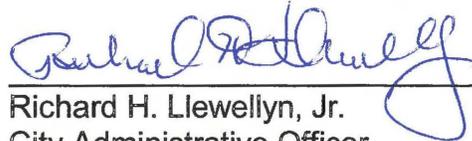
**FOR THE ASSOCIATION:**



\_\_\_\_\_  
Oscar Winslow, President  
Los Angeles City Attorneys Association

10/22/2019  
Date

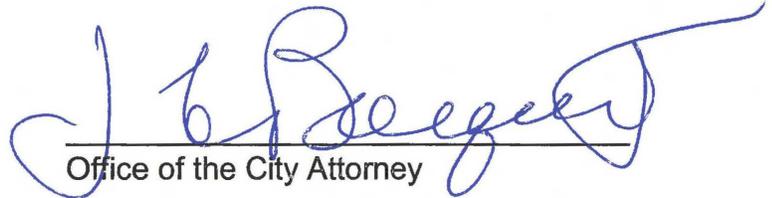
**FOR THE CITY:**



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

11/4/19  
Date

**Approved as to Form and Legality:**



\_\_\_\_\_  
Office of the City Attorney

11/19/19  
Date

LETTER OF AGREEMENT

BETWEEN THE LOS ANGELES CITY ATTORNEYS ASSOCIATION  
AND THE CITY OF LOS ANGELES

**ELIMINATION OF 10% EMPLOYEE CONTRIBUTION TO HEALTH CARE PREMIUMS**

Currently under MOU 29, Article 11, Section I - Health Plans, Unit members pay ten percent (10%) of their monthly medical plan premium on a biweekly basis when the amount of their monthly premium for the medical plan in which they are enrolled is equal to or less than the amount of the City's maximum monthly health care subsidy. When Unit members are enrolled in a medical plan that has a monthly premium that exceeds the City's maximum monthly health care subsidy, they pay on a biweekly basis the total of the difference between the cost of their monthly medical plan premium and the City's maximum monthly health care subsidy, plus ten percent (10%) of the City's maximum monthly health care subsidy.

The parties agree that effective January 1, 2020, the ten percent (10%) contribution by Unit members described above shall be eliminated.

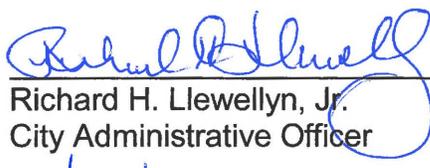
**FOR THE ASSOCIATION:**

  
\_\_\_\_\_  
Oscar Winslow, President  
Los Angeles City Attorneys Association

Date

7-25-2019

**FOR THE CITY:**

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

Date

7/26/19

**Approved as to Form and Legality:**

  
\_\_\_\_\_  
Office of the City Attorney

Date

7/26/19

## LETTER OF AGREEMENT

### 2019-2023 MEMORANDUM OF UNDERSTANDING NO. 29

#### **CONTRACT EXTENSION AMENDMENTS**

This Letter of Agreement (LOA) is made and entered into by and between the City of Los Angeles ("City") and the Los Angeles City Attorneys Association (LACAA), for Memorandum of Understanding (MOU) No. 29 of the City Attorneys Unit (Unit). The parties agree to the following LOA provisions:

1. AMENDED MOU TERM – The term of this MOU is July 1, 2019, through December 31, 2023. Refer to Article 4 of this MOU for amended provision.
2. LAYOFFS – No layoffs will be implemented during Fiscal Year 2020/2021.
3. COMPENSATED TIME OFF – Increase of accrual, carryover and usage of compensated time off consistent with MOUs 31 and 32. Refer to Article 10 of this MOU for amended provision.
4. PERSONAL LEAVE – Additional compensatory leave time of 40 hours per calendar year provided as personal leave for eligible Unit members. Refer to Article 39 of this MOU for new provision.
5. SALARY DEFERRALS – The amended Salary Adjustment effective dates are as follows:
  - A. The 2% salary adjustment scheduled for January 31, 2021, shall be deferred to June 19, 2022, as reflected in Appendix D.
  - B. The 2% salary adjustment scheduled for January 16, 2022, shall be deferred to January 15, 2023, as reflected in Appendix E.
  - C. Refer to Article 8 of this MOU for amended provision.
6. UNPAID DAYS – In addition to the two (2) previously agreed upon unpaid days (November 3, 2020 and April 2, 2021), two (2) additional unpaid days in Fiscal Year 2020/2021 shall be taken as follows:
  - A. All Unit members will take one (1) unpaid day within pay period 25 (May 23, 2021 – June 5, 2021). Unit members are required to schedule the unpaid day with their supervisor at least one (1) week prior to the first day of pay period 25. In the event a Unit member does not schedule the unpaid day in advance, the supervisor shall, prior to the first day of pay period 25, designate the unpaid day and direct the Unit member not to work on that

day. For operations where minimum staffing levels must be maintained throughout the entire pay period, or where a supervisor authorizes a Unit member to work more than 72 hours during the pay period, those employees will be paid for hours worked in accordance with FLSA regulations and MOU provisions.

B. All Unit members will take one (1) unpaid day within pay period 26 (June 6, 2021 – June 19, 2021). Unit members are required to schedule the unpaid day with their supervisor at least one (1) week prior to the first day of pay period 26. In the event a Unit member does not schedule the unpaid day in advance, the supervisor shall, prior to the first day of pay period 26, designate the unpaid day and direct the Unit member not to work on that day. For operations where minimum staffing levels must be maintained throughout the entire pay period, or where a supervisor authorizes a Unit member to work more than 72 hours during the pay period, those employees will be paid for hours worked in accordance with FLSA regulations and MOU provisions.

7. SALARY REOPENER – Upon request from either party, to be made no earlier than January 1, 2022, the parties shall meet and confer on salaries only.
8. PROFESSIONAL DEVELOPMENT ALLOWANCE – During the term of this MOU, expanded use to include teleworking related items. Refer to Article 31 of this MOU for amended provision.
9. ANNUAL CITY PAYMENTS – Amended dates for the City's obligated annual payments. Refer to Article 31 of this MOU for amended dates.
10. TECHNICAL CORRECTIONS – The parties agree that all resolved technical corrections and clean up language has been incorporated in this MOU.

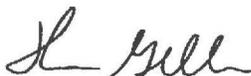
The parties to this LOA agree that if any part or provision in this LOA is in conflict or inconsistent with any of the information provided to employees in 2019-2022 MOU No. 29, said part or provision in this LOA shall govern.

LETTER OF AGREEMENT

2019-2023 MEMORANDUM OF UNDERSTANDING NO. 29

**CONTRACT EXTENSION AMENDMENTS**

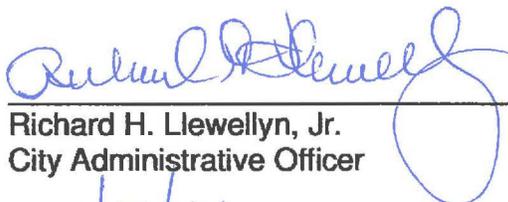
**FOR THE UNION:**



\_\_\_\_\_  
Joshua Geller, President  
Los Angeles City Attorneys Association

1/29/21  
Date

**FOR THE CITY:**



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

1/31/21  
Date

\_\_\_\_\_  
Michael N. Feuer  
City Attorney

\_\_\_\_\_  
Date

**Approved as to Form and Legality:**

  
\_\_\_\_\_  
For the City Attorney

February 1, 2021  
Date

# EXHIBIT C

FORM GEN. 160 (Rev. 8-12)

## CITY OF LOS ANGELES INTER-DEPARTMENTAL CORRESPONDENCE

Date: March 31, 2022

To: ALL GENERAL MANAGERS  
City of Los Angeles

Attn: DEPARTMENT PERSONNEL OFFICERS

From: DANA H. BROWN, General Manager  
Personnel Department



Subject: UPDATE ON COVID-19 VARIATION CODES

This correspondence provides updated information and clarification to the memo issued by the Personnel Department on December 2, 2021. Where there is a benefit overlap, the order of use is determined by the employee. Employees who filed a medical or religious exemption and may have submitted a signed *Notice of Mandatory COVID-19 Vaccination Requirements -- While Awaiting an Exemption/Appeal Determination*, remain eligible to use applicable COVID-19 variation codes.

The number of hours listed in the sections below are for full-time, hiring hall, and Civil Service half-time employees with legacy status codes 10, 11, 12, 13, 14, and 16. Employees with legacy status codes 6, 7, and 17 shall be eligible for the same benefits, but at half the amount. See chart at the end of this memo for exact hours available for each benefit.

### **QL – COVID-19 Supplemental Paid Sick Leave**

On February 9, 2022, the Governor signed Senate Bill 114 which contains the COVID-19 Supplemental Paid Sick Leave (SPSL) which provides 40 hours of paid sick leave for the following circumstances:

- If the employee is subject to a quarantine (exposure) or isolation (positive) period due to COVID-19.
- If the employee is experiencing COVID-19 symptoms and is seeking a medical diagnosis.
- If the employee is caring for a family member<sup>1</sup> who is subject to a quarantine or isolation period due to COVID-19.
- If the employee is caring for a child whose school or place of care is closed or otherwise unavailable for reasons related to COVID-19 on the premises.

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<sup>1</sup> Family member means: child (biological, adopted, foster, stepchild, legal ward, child to whom employee stands in loco parentis), regardless of age or dependency status; 2) biological, adoptive, foster parent, stepparent, legal guardian of employee or employee's spouse or registered domestic partner, or person who stood in loco parentis; 3) spouse or registered domestic partner; 4) grandparent; 5) grandchild; 6) sibling.

## **QF - COVID-19 Additional Supplemental Paid Sick Leave**

SPSL also provides an additional 40 hours of paid sick leave when an employee has exhausted the first 40 hours for the following circumstances:

- If the employee tests positive for COVID-19 via a diagnostic test<sup>2</sup>.
- If the employee is providing care for a family member who tests positive for COVID-19 via a diagnostic test.
- If the employee has not yet received the results of a COVID-19 diagnostic test, when it is required for the employee to end quarantine or isolation.
- If the employee refuses to take or show a positive test result, then no additional leave is granted.

SPSL is retroactive to January 1, 2022, and expires on September 30, 2022.

### **Exclusion Pay Payroll Codes**

#### **QZ – COVID-19 Positive Test (non-workplace exposure)**

On May 18, 2021, the Personnel Department Covid Administrative Benefits memo introduced the QZ payroll code that provides up to 80 hours of 100% regular pay to full-time and hiring hall employees, including part-time employees at a number of hours based on legacy status who test positive for COVID-19 on or after June 12, 2021, and are unable to work or telecommute. This benefit does not require a determination that the positive COVID-19 test was a result of a work-related exposure.

#### **QG - COVID-19 Positive Test (workplace exposure)**

The QG payroll code provides 100% regular pay to full-time and hiring hall employees for the period that the employee is excluded, which would typically be up to 10 days (80 hours) per incident but may be longer in some circumstances. Part-time employees are entitled to a number of hours per incident based on legacy status. The positive test must be as a result of a work-related close contact with a COVID-19 case (exposure).

#### **QQ – Workplace Exposure to a COVID case**

The QQ payroll code provides up to 80 hours of 100% regular pay to full-time and hiring hall employees, including part-time employees at a number of hours per incident based on legacy status who had a work-related close contact with a COVID-19 case (exposure).

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<sup>2</sup> “COVID-19 diagnostic test” means a test for SARS-CoV-2 that is: ● Cleared, approved, or authorized, including in an Emergency Use Authorization (EUA), by the United States Food and Drug Administration (FDA) to detect current infection with the SARS-CoV-2 virus (e.g., a viral test); ● Administered in accordance with the authorized instructions; and ● Not both self-administered and self-read unless observed by the employer or an authorized telehealth proctor. Examples of tests that satisfy this requirement include tests with specimens that are processed by a laboratory (including home or on-site collected specimens which are processed either individually or as pooled specimens), proctored over-the-counter tests, point of care tests, and tests where specimen collection and processing is either done or observed by an employer. Note: Per LA County DPH Self Test are acceptable, but they must be observed or reported following Cal/OSHA’s ETS.

### **Vaccine Mandate Tracking**

On August 23, 2021, the City Council adopted Ordinance 187134 (“COVID-19 Vaccination Requirement For All Current And Future City Employees” hereinafter “Ordinance”). The Ordinance requires City employees to be fully vaccinated by October 19, 2021. To that end, two new time variation codes have been developed to allow for paid time off for employees who:

1. Have an appointment during their regular work hours to get the COVID-19 vaccine (QD); and/or
2. Experience side effects from the COVID-19 vaccine (QE).

#### **QD – Time-Off for COVID-19 Vaccination**

To assist employees in meeting the requirements of the Ordinance, a maximum of four hours of paid time off for each dose of COVID-19 vaccine received will be provided to employees who show proof of a COVID-19 vaccination appointment occurring during their regular working hours. An employee receiving a two-dose vaccine will be allowed to take a maximum of two, four-hour blocks of time (for a maximum of eight hours) if administration of the vaccine occurs during the employee’s regular working hours. An employee receiving a single-dose vaccine will be allowed to take a maximum of one, four-hour block of time.

Although boosters are not required at this time to maintain compliance with the Ordinance, the same four-hour increment of time shall apply. Employees will be allowed to use these hours to receive the COVID-19 vaccine/booster, as well as travel from their worksite to the vaccination site and back to the worksite. This bank of time cannot be applied to a vaccination appointment scheduled outside of an employee’s regular work schedule.

The effective date of the QD variation code is October 1, 2021. If an employee requires more than four hours per vaccine or booster dose as described above, then the employee must use other compensated time available to the employee, e.g., vacation time or banked compensated time off.

#### **QE – Time-Off for Side Effects Resulting from COVID-19 Vaccination**

Employees who received their COVID-19 vaccine on or after October 1, 2021, shall be eligible for a maximum of 80 hours of paid time off to recover from symptoms resulting from their recent two-dose COVID-19 vaccine series (Moderna or Pfizer-BioNTech). Employees who receive a one-dose COVID-19 vaccine (Johnson & Johnson/Janssen) shall be eligible for 40 hours of paid time off to recover from symptoms resulting from the vaccine.

Although boosters are not required at this time to maintain compliance with the Ordinance, employees who receive a one-shot COVID-19 booster shall be eligible for 40 hours of paid time off to recover from symptoms resulting from the vaccine. Use of

QE must be initiated no more than three (3) calendar days after an employee receives a vaccine dose.

The effective date of the QE variation code is October 1, 2021. If an employee requires more than the time afforded and described above to recover from the side effects of being vaccinated or from a booster shot, then the employee must use other compensated time available to the employee, e.g., vacation time or banked compensated time off.

<b>COVID-19 VARIATION CODES</b>				
<b>Code</b>	<b>Description</b>	<b>Amount (FT/PT)<sup>3</sup></b>	<b>Effective Date</b>	<b>Uses</b>
QL	COVID-19 Supplemental Paid Sick Leave	FT: Up to 40 hours  PT: Up to 20 hours	1/1/2022 to 9/30/2022	<ul style="list-style-type: none"> <li>Employee quarantine/isolation</li> <li>Symptoms seeking diagnosis</li> <li>Caring for family member subject to quarantine/isolation</li> <li>Child school or place of care closure or unavailable due to COVID-19 on premises</li> </ul>
QF	COVID-19 Additional Supplemental Paid Sick Leave	FT: Additional 40 hours once QL is exhausted.  PT: Additional 20 hours once QL is exhausted.	1/1/2022 to 9/30/2022	<ul style="list-style-type: none"> <li>Employee tests positive for COVID-19 via a diagnostic test</li> <li>Caring for a family member who tests positive for COVID-19 via a diagnostic test</li> <li>Employee waiting for results of a COVID-19 diagnostic test, when required to end quarantine/isolation</li> <li>Refusal to take or show a positive result does not require approval of additional leave</li> </ul>
QZ	COVID-19 Positive Test (non-workplace exposure)	FT: 80 hours maximum regardless of incidents.  PT: 40 hours maximum regardless of incidents.	6/12/2021	<ul style="list-style-type: none"> <li>100% regular pay to full-time and hiring hall employees, including part-time employees at a number of hours based on legacy status who test positive for COVID-19 and are unable to work or telecommute</li> <li>Does not require a determination that the positive COVID-19 test was a result of a work-related exposure.</li> </ul>
QG	Exclusion Pay: COVID-19 Positive Test (workplace exposure)	FT: Up to 10 days (80 hours) per incident but may be longer in some circumstances.  PT: Up to 5 days (40 hours) per incident but may be longer in some circumstances.	6/17/2021	<ul style="list-style-type: none"> <li>100% regular pay to full-time and hiring hall employees for the period that the employee is excluded</li> <li>Part-time employees are entitled to a number of hours per incident based on legacy status</li> <li>The positive test is as a result of a work-related close contact with a COVID-19 case (exposure)</li> </ul>
QQ	Exclusion Pay: Workplace Exposure to a COVID-19 Case	FT: Up to 80 hours per incident.  PT: Up to 40 hours per incident.	6/17/2021	<ul style="list-style-type: none"> <li>100% regular pay to full-time and hiring hall employees</li> <li>Part-time employees at a number of hours per incident based on legacy status</li> <li>As a result of a work-related close contact with a COVID-19 case (exposure)</li> </ul>

<sup>3</sup> FT means all employees who are legacy status codes 10, 11, 12, 13, 14, and 16. PT means all employees with legacy status codes 6, 7, and 16.

QD	Time-off for COVID-19 Vaccination	FT: Up to 8 hours PT: Up to 4 hours	10/1/2021	<ul style="list-style-type: none"> <li>● Proof of vaccination appointment during work hours</li> <li>● Two 4-hour blocks for 2-dose vaccine</li> <li>● One 4-hour block for 1-dose vaccine</li> <li>● Allowed for boosters</li> </ul>
QE	Time-off for Side Effects Resulting from COVID-19 Vaccination	FT: Up to 80 hours PT: Up to 40 hours	10/1/2021	<ul style="list-style-type: none"> <li>● Up to 80 hours for symptoms resulting from a 2-dose vaccine</li> <li>● Up to 40 hours for 1-dose vaccine</li> <li>● Allowed for boosters</li> </ul>

**EXHIBIT D**

**MEMORANDUM OF UNDERSTANDING NO. 03  
FOR JOINT SUBMISSION TO THE CITY COUNCIL  
REGARDING THE**

**CLERICAL AND SUPPORT SERVICES UNIT**

**THIS MEMORANDUM OF UNDERSTANDING  
made and entered into this 2nd day of December, 2022.**

**BY AND BETWEEN THE**

**CITY OF LOS ANGELES**

**AND THE**

**ALL CITY EMPLOYEES ASSOCIATION, LOCAL 3090, AFSCME, AFL-CIO**

**January 1, 2023 through December 30, 2023**

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## **ARTICLE 1            RECOGNITION**

Pursuant to the provisions of the Employee Relations Ordinance (ERO) of the City of Los Angeles (City) and applicable State law, the American Federation of State, County, and Municipal Employees (AFSCME), Council 36, All City Employees Association (ACEA), Local 3090, AFL-CIO, was certified on August 28, 1981, by the Employee Relations Board (ERB) as the majority representative of City employees in the Clerical and Support Services Unit (Unit). Accordingly, Management hereby recognizes AFSCME Council 36, ACEA, Local 3090, AFL-CIO (Union), as the exclusive representative of the employees in this Unit.

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

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

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

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

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

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

This MOU is entered into on December 2, 2022, between the City Administrative Officer, as authorized management representative of the City, and the authorized management representatives of the Departments employing members of this bargaining unit, (hereinafter referred to as "Management"), and authorized representatives of the All City Employees Association, Local 3090, AFSCME (hereinafter referred to as "Union") as the exclusive recognized employee organization for the Clerical and Support Services Unit.

## **ARTICLE 4            UNIT MEMBERSHIP LIST**

- A.     The City shall provide the Union with a list of Unit employees in alphabetical order with the following information in compliance with State law for each employee on said list:

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

## **ARTICLE 5           NON-DISCRIMINATION**

The parties mutually reaffirm their respective policies of nondiscrimination in the treatment of any employee because of age (40 and above), ancestry, color, disability (physical and mental, including HIV and AIDS), gender identity and/or expression, genetic information,

LGBTQ+ identity, marital status, medical condition (genetic characteristics, cancer or a record or history of cancer), military or veteran status, national or ethnic origin, race, religion or creed (includes religious dress and grooming practices), sex or gender (includes pregnancy, childbirth, breastfeeding, and/or related medical conditions), reproductive health decisionmaking, sexual orientation, political activities or political affiliation, or any other characteristic protected under applicable federal, state or local laws.

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

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

## **ARTICLE 6            BULLETIN BOARDS**

### Section I

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

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

### Section II

All notices or other communications shall be to the designated representative of management prior to posting; posting will occur within 24 hours of submission.

## **ARTICLE 7            PAYROLL DEDUCTIONS AND DUES**

### A. DUES

- 1. Payroll deductions as may be properly requested and lawfully permitted will be deducted from each employee's pay check by the Controller biweekly, in twenty-four (24) increments annually from the salary of each employee in the unit where the Union has provided in writing to the Controller a list or

individual notice of those individuals from whom union-related deduction(s) should be lawfully taken. This list or notice shall constitute Union certification that the Union has and will maintain an authorization signed by the individual employee or employees from whose salary or wages the deductions are to be taken. Any amendment may be made by the Union in a complete list or individually.

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

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

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

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

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

the Union has and will maintain a signed authorization from each individual employee. Employees with any questions relating to union membership dues shall direct those questions to the Union.

**B. MANAGEMENT RESPONSIBILITIES**

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

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

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

**C. UNION RESPONSIBILITIES**

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

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

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

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

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

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

## **ARTICLE 8 REST PERIOD**

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

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

## **ARTICLE 9 EMPLOYMENT OPPORTUNITIES**

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

## **ARTICLE 10 WORK ACCESS**

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

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

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

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

Union may use City facilities, on prior approval, for the purpose of holding meetings to the extent that such facilities can be made available, and to the extent that the use of a facility will not interfere with departmental operations. Participating employees will attend said meetings on their own time. If the use of a facility requires a fee for rental or special set-up, security, and/or cleanup service, Union will provide or assume the cost of such service(s) for the facility.

## **ARTICLE 12           SAFETY AND ERGONOMICS**

### Section I

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

### Section II

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

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

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

### Section III

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

employee or their representative may call the City Occupational Safety Office and report such hazard.

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

#### Section IV

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

#### Section V

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

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

#### Section VI

The parties will conduct an ergonomics pilot study in the Police Department as detailed in Appendix H of the 2007-2012 MOU. At the conclusion of the study, the Ergonomics Review Subcommittee shall develop and transmit to the City Safety Administrator, CAO, and AFSCME Local 3090 recommended guidelines for the following:

Preventive measures for employees performing jobs which involve repetitive motion for extended periods and which may result in cumulative trauma disorders (CTD's).

Work site design, including but not limited to lighting, furniture and equipment type, arrangement and maintenance, and operator training.

Work site evaluations.

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

## Section VII

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

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

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

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

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

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

### **ARTICLE 14 PERSONNEL FOLDERS**

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

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

After a disciplinary or adverse document has been in an employee's personnel folder for a period of one (1) year, Management will look favorably upon the employee's request to place a statement in the employee's personnel folder, showing that the employee's performance has improved.

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

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

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

## **ARTICLE 15            UNIFORM ALLOWANCE**

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

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

1.     Effective July 8, 2018, an allowance of \$17.50 for each pay period, except where noted in Subsection 1a of Section A of this Article, will be given to each employee in the classes listed below:

<u>Class Code</u>	<u>Class Title</u>
1461-1	Communications Info. Rep. I – Recreation and Parks
1121-1	Delivery Driver I
1121-2	Delivery Driver II
1121-3	Delivery Driver III
2412-1	Park Services Attendant I
2412-2	Park Services Attendant II

- a.     Effective July 8, 2018, any Delivery Driver, Class Code 1121, employed with the Department of General Services will receive an allowance of \$35.00 for each pay period for the replacement, maintenance, and laundering of wash and wear type uniforms.

These employees are eligible to receive the wash and wear uniform allowance under this subsection only and shall not receive the allowance described in Subsection A(1) of this Article concurrently.

- b. Effective July 8, 2018, any Delivery Driver, Class Code 1121, employed with the Department of General Services and required by Management to wear a specific safety type work boot or a uniform boot, shall receive a cash allowance of \$200 for the purchase, repair, and maintenance of the work boot or a uniform boots provided they are on active payroll status each January 1 during term of this MOU. This payment shall be made by a separate check distributed in the month of October.

- 2. Effective July 8, 2018, an allowance of \$0.22 per hour worked, except where noted in Subsection A(3) of this Article, will be given to each employee in the classes listed below:

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

This uniform allowance is non-pensionable and subject to federal and state taxation.

- 3. Effective July 8, 2018, any Museum Guide, Class Code 2401, employed with El Pueblo Historical Monument will receive an allowance of \$0.44 per hour worked. These employees shall receive only one (1) wash and wear uniform allowance.
- 4. The uniform allowance is non-pensionable and subject to federal and state taxation.

B. Dress Type Uniforms

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

- 1. Effective July 8, 2018, an allowance of \$30.00 for each pay period will be given to each employee in the classes listed below:

<u>Class Code</u>	<u>Class Title</u>
1461-3	Communications Info. Rep. III – Harbor (Port Police Dispatcher only)

1368-3 Senior Administrative Clerk III – Harbor  
(Port Police Dispatcher only)

2. Effective July 8, 2018, an allowance of \$35.00 each pay period will be given to each employee in the classes listed below:

<u>Class Code</u>	<u>Class Title</u>
0845-1	Airport Guide I
0845-2	Airport Guide II
1461-3	Communications Info. Rep. III – Police Department

- a. Effective July 8, 2018, each Airport Guide, Class Code 0845, shall receive a cash allowance of \$200 for the purchase, repair and maintenance of shoes, provided the employee is on active payroll status and compensated during pay period 8 of each fiscal year. This payment shall be made through an employee's regular pay check in the month of October each fiscal year.
- b. The Los Angeles World Airport shall develop shoe standards to include requirements, style, and color consistent with operating needs and reasonable uniformity. All employees, including new hires and transfers, shall be responsible for compliance with these standards.
3. An allowance of \$26.50 for each pay period will be given to each employee in the classes listed below:

<u>Class Code</u>	<u>Class Title</u>
1461-1	Communications Info. Rep. I*
1461-2	Communications Info. Rep. II*
1461-3	Communications Info. Rep. III*

\*(Department of Transportation and Los Angeles World Airports only)

4. The uniform allowances in this Section are non-pensionable and subject to federal and state taxation.

C. Police Service Representative

Effective the start of the pay period following Council approval of this MOU, Management will provide to each employee in the class of Police Service Representative, Class Code 2207, an allowance for the purchase, maintenance, and dry cleaning of uniform items, as follows:

1. A cash allowance of \$275.00 for each fiscal year in the month of October for the purchase and/or replacement of additional uniform items and an

allowance of \$35.00 for each pay period for the replacement and/or maintenance of uniform items, under the conditions listed below:

- a. The parties agree that for an employee to receive this uniform allowance, the employee shall have completed probation, or be on "independent status," as designated by the Commanding Officer of Communications Division of the Police Department.
  - b. This uniform allowance shall be used by each employee at approved vendors for the acquisition and/or replacement of uniform items required or approved by the Police Department.
2. The uniform allowances in this Section are non-pensionable and subject to federal and state taxation.

## **ARTICLE 16           RAIN GEAR/OUTERWEAR**

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

<u>Class Code</u>	<u>Class</u>
0845-1	Airport Guide I
0845-2	Airport Guide II
1111-0	Messenger Clerk
1121-1	Delivery Driver I
1121-2	Delivery Driver II
1121-3	Delivery Driver III
2412-1	Park Services Attendant I (Regular employees only)
2412-2	Park Services Attendant II (Regular employees only)
2418-1	Assistant Park Services Attendant I
2418-2	Assistant Park Services Attendant II

## **ARTICLE 17           JURY SERVICE**

Any full-time or half-time employee, as defined by Article 49(A)1 of this MOU, who is duly summoned to attend any court for the purpose of performing jury service or has been nominated and selected to serve on a Grand Jury shall, for those days during which jury service is actually performed and those days necessary to qualify for jury service, receive their regular salary. The absence of any employee for the purpose of performing jury service shall be deemed to be an authorized absence with pay within the meaning of Section 4.75 of the LAAC. The absence of an intermittent employee as defined by Article 49(A)2 of this MOU for the purpose of performing jury service shall be deemed to be an authorized absence without pay.

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

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

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

## **ARTICLE 18            CIVIC DUTY**

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

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

## **ARTICLE 19            GRIEVANCE PROCEDURE**

### STATEMENT OF INTENT

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

### DEFINITION

A grievance is defined as a dispute concerning the interpretation or application of this written MOU, or departmental rules and regulations governing personnel practices or

working conditions applicable to employees covered by this MOU. The parties agree that the following shall not be subject to the grievance procedure:

- A. An impasse in meeting and conferring upon the terms of a proposed MOU.
- 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 their right to process their grievance because of Management-imposed limitations in scheduling meetings.

### C. TIME, TIME LIMITS AND WAIVERS

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

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

### 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.

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

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

### GRIEVANCE PROCESS

#### STEP 1 – ISSUE IDENTIFICATION AND INFORMAL DISCUSSION

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

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

## STEP 2

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

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

## STEP 3

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

### Los Angeles Police Department only:

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

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

#### STEP 4 – ARBITRATION

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

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

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

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

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

## PROCEDURE:

### STEP 1

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

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

### Los Angeles Police Department only

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

### STEP 2

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

## **ARTICLE 20            UNION STEWARDS**

- A. Union may designate a reasonable number of union stewards who must be members of the Union, and shall provide all departments, offices or bureaus with a written list of employees who have been so designated and revised lists within 30 calendar days of any changes in said designations. A steward may represent

said employee in the presenting of grievances at all levels of the grievance procedure, or in pre-disciplinary meetings (Skelly) or pre-disciplinary interviews where there is a reasonable expectation that disciplinary action will follow.

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

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

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

Time spent on grievances or Skelly meetings outside of regular working hours of the employee and/or their steward shall not be counted as work time for any purpose. Whenever these activities occur during the working hours of the employee and/or their steward, only that amount of time necessary to bring about a prompt disposition of the matter will be allowed. City time, as herein provided, is limited to the actual representation of employees and does not include time for investigation, preparation or any other preliminary activity.

- B. 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 September 30, 2019, the Union and City representatives will have established a curriculum and training program that will provide skills for both stewards and front-line supervisors in the processing and resolution of grievances and other workplace issues in a cooperative, problem-solving manner. Upon completion of the program, both union stewards and front-line supervisors will be certified. Stewards certified through this training shall be authorized to spend up to

two (2) hours of City time to investigate each dispute raised under the Grievance Procedure of this MOU.

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

## **ARTICLE 21           EMPLOYEE RELATIONS**

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

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

## **ARTICLE 22           ACTIONS BY EMPLOYEE RELATIONS BOARD**

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

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

In the event Union or Management desires a successor MOU, said party shall serve upon the other no later than October 31, 2023, its written proposals for such successor MOU. Meet and confer sessions shall begin no later than 30 calendar days following submittal of the proposals.

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

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

Management agrees that any employee covered by this MOU, who may be assigned to work on a day that a written promotional examination is administered by the Personnel Department and for which an employee has applied, shall be given priority in the scheduling of days off for that day.

**ARTICLE 25            SHIFT DIFFERENTIAL**

Notwithstanding the provisions of Note N of Schedule A of Section 4.61 of the LAAC, any employee who is assigned a work schedule that ends at 9:00 p.m. or later shall receive for each such day worked salary at the second premium level rate (5.5%) above the appropriate step rate of their salary range. The procedure for the payment of adjusted compensation for work performed under the provisions of this Article shall be in accordance with Sections 4.72, 4.74 and 4.75 of the LAAC. This compensation is pensionable when regularly assigned and non-pensionable when assigned on a daily basis.

**ARTICLE 26            VACATIONS**

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

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

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

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

### Maximum Accrual of Vacation Time

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

### Vacation Accrual During Active Military Service

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

## **ARTICLE 27 VACATION SCHEDULES**

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

## **ARTICLE 28 BILINGUAL DIFFERENTIAL**

Management's present practices with regard to premium pay for employees required to use a language other than English will be continued during the term of this MOU. Such practices of additional compensation for employees required to use a language other than English shall be in accordance with Section 4.84 of the LAAC.

Such compensation shall be retroactive to the employee's first day in a bilingual position. However, such compensation shall not be paid unless the employee has been properly certified in accordance with the provisions of Section 4.84 of the LAAC. This compensation is pensionable when regularly assigned and non-pensionable when assigned on a daily basis.

## **ARTICLE 29 SIGN LANGUAGE PREMIUM**

Any qualified employee who is covered by the provisions of this Memorandum of Understanding who has been certified as proficient in American Sign Language (ASL) to provide City services to the deaf community and is requested by the employing

department to utilize ASL skills in the performance of their job shall receive compensation equal to the first premium level rate (2.75%) above the appropriate step rate of the salary range prescribed for their 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. This compensation is non-pensionable.

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

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

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

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

### Section I – Health Plans

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

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

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

Management agrees to contribute for each half-time employee, as defined by Section 4.110 of the LAAC, who became a member of LACERS following July 24, 1989, and for each employee who transfers from full-time to half-time status following July 24, 1989, a monthly subsidy not to exceed the Kaiser employee-only rate, toward the cost of their

Flex Program medical plan. Half-time employees who, prior to July 24, 1989, were receiving the same subsidy as full-time employees shall continue to receive that subsidy and shall be eligible to receive any increases applied to that subsidy as provided in this Article. During the term of this MOU, Management's monthly health care subsidy for half-time employees shall increase by the increase in the Kaiser Permanente single party rate. Increases in this monthly subsidy shall be effective at the beginning of the pay period in which the Kaiser Permanente yearly premium rate change is implemented.

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

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

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

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

## Section II – Dental Plans

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

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

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

receiving the full employee-only subsidy shall continue to receive the full employee-only subsidy.

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

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

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

### Section III – Definition of Dependent

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

### Section IV – General Provisions

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

Management will retain all duties and responsibilities it has had for the administration of the City's Health and Dental Plans.

### Section V – Subsidy During Family or Medical Leave

For employees who are on Family or Medical Leave, under the provisions of Article 51 of this MOU, Management shall continue the City's medical and dental plan subsidies for employees who are enrolled in a City health and/or dental plan prior to the beginning of said leave. Employees shall be eligible for such continued subsidies while on a Family or Medical Leave in accordance with Article 51 herein. However, for any unpaid portion of

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

#### Section VI – Benefit Protection Plan

For employees who have approved disability claims (excluding those for work-related injuries) under the City's Flex disability insurance carrier, management shall continue the City's medical, dental, and basic life insurance plan subsidies for a maximum of two (2) years or at the close of claim, whichever is less. Employees must have been enrolled in a Flex medical, dental and/or basic life plan prior to the beginning of the disability leave. Coverage in this program will end if the employee retires (service or disability) or leaves City service for any reason.

### **ARTICLE 31            HOLIDAY PAY**

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

1.     New Year's Day
2.     Martin Luther King, Jr.'s Birthday (the third Monday in January)
3.     President's Day (the third Monday in February)
4.     Cesar E. Chavez Birthday (the last Monday in March)
5.     Memorial Day (the last Monday in May)
6.     Juneteenth (June 19)
7.     Independence Day (July 4)
8.     Labor Day (the first Monday in September)
9.     Indigenous Peoples Day (the second Monday in October)
10.    Veteran's Day (November 11)
11.    Thanksgiving Day (the fourth Thursday in November)
12.    The Friday after Thanksgiving Day
13.    Christmas Day (December 25)
14.    Any day or portion thereof declared to be a holiday by proclamation of the Mayor and the concurrence of the City Council by resolution
15.    Effective July 7, 2019, one (1) additional unspecified holiday will be added for a total of two (2) unspecified holidays (per calendar year).

B.     When any holiday from Section A(1 through 13) of this Article falls on a Sunday, it shall be observed on the following Monday.

C.     When any holiday from Section A(1 through 13) of this Article falls on a Saturday, it shall be observed on the preceding Friday.

- D. Any holiday declared by proclamation of the Mayor shall not be deemed to advance the last scheduled working day before a holiday for purposes of computing any additional time off.
- E. Whenever a holiday from Section A(1 through 13) of this Article occurs during an employee's regularly scheduled workweek, eight (8) hours of paid leave shall be credited for the purpose of computing overtime pay for work performed after 40 hours.
- F. Whenever a holiday listed under Section A(14) or A(15) of this Article occurs during an employee's regularly scheduled workweek, the appropriate number of hours of paid leave shall be credited for the purpose of computing overtime pay for work performed after 40 hours.
- G. Whenever an employee's 9/80 or modified day off falls on a holiday, the employee shall take an alternate 9/80 day off within the same workweek and calendar week as the holiday.
- H. Holiday Premium Pay – Any employee in this unit who works on any holiday listed above will receive eight (8) hours (or portion thereof as specified above in Section A(14) of this Article) of holiday pay and one and one-half (1½) the hourly rate for all hours worked on the observed holiday; provided, however, that the employee has (1) worked their assigned shift immediately before and their assigned shift immediately after the holiday, or, (2) prior to such holiday Management has authorized the employee to take paid leave time off in lieu of the requirement to work said shifts. Any employee who fails to meet these requirements will be paid at the rate of one (1) hour for each hour worked. Employees shall not receive both overtime and holiday premium pay for the same hours.
- I. Employees working in excess of eight (8) hours on any holiday listed in Section A(1 through 13) of this Article, or hours worked in excess of any day or portion thereof declared to be a holiday by proclamation of the Mayor shall be paid at the appropriate holiday premium pay rate for their class. Employees shall not receive both overtime and holiday premium pay for the same hours.
- J. For each holiday listed above which results in time off with pay for employees working a Monday through Friday work week, employees who are scheduled to work other than the Monday through Friday work week shall be entitled to such day off with pay or shall be compensated in accordance with all pertinent provisions (Sections B through I of this Article). If such holiday falls on an employee's scheduled day off, an alternative day off in lieu shall be scheduled within the same calendar week as the holiday.
- K. The additional compensation for work performed on a holiday as provided herein shall not apply to employees whose regular rate of pay is bonused to include pay for holidays worked.

- L. Management shall have the sole authority and responsibility to determine whether the compensation for any holidays worked shall be in cash or paid leave time off.
- M. The unspecified holiday shall be taken in accordance with the following requirements:
  - 1. The holiday must be taken in one full normal working day increment of eight (8) hours during the calendar year in which it is credited or it will be forfeited. The request for such time off, if timely submitted by the employee, will be promptly approved by Management subject to the operating needs of the employee's department, office or bureau. If an unforeseen operating requirement prevents the employee from taking such previously approved holiday, Management will reschedule the holiday so that it may be taken on some other reasonably satisfactory date within the calendar year.
  - 2. Any break in service (i.e., resignation, discharge, retirement) prior to taking the holiday shall forfeit any right thereto.
  - 3. The holiday shall not be utilized to extend the date of any layoff.
  - 4. No employee shall be entitled to an unspecified holiday until the employee has completed six months of satisfactory service and has completed 500 hours of compensated time.
  - 5. No employee shall receive more than two (2) unspecified holidays each calendar year. Thus, (a) an employee transferring from the Department of Water and Power (DWP) to any other City department, office, or bureau will not receive an unspecified holiday after taking such holiday prior to leaving DWP, and (b) employees who resign or are terminated and then rehired during the same calendar year, will not receive an additional unspecified holiday when rehired.
- N.
  - 1.
    - a. A half-time employee, as defined by Article 49(A)1 of this MOU, shall qualify for and receive the same holiday benefits as a full-time employee, including unspecified holidays except as noted in Subsection N(1)b of this Article; provided, however, that pay for such holiday shall be prorated on the basis of the number of hours normally scheduled to be worked in relationship to the number of hours required for full-time employment in the class of position.
    - b. Half-time employees who transfer to full-time or full-time employees who transfer to half-time are entitled to either a full unspecified holiday (8 hours) or a prorated unspecified holiday depending on their status at the time the holiday is taken. A full-time or half-time employee who transfers to intermittent without having taken any

unspecified holiday shall not be entitled to such holiday while in intermittent status.

2. Intermittent employees, as defined by Article 49(A)2 of this MOU, shall not be entitled to holiday benefits. An intermittent employee who becomes full-time or half-time and who has not previously qualified for the unspecified holiday benefit as a full or half-time employee shall be required to qualify by completing six (6) consecutive months of service in the full-time or half-time status and to have been compensated for at least 500 hours. Upon completion of said qualifying period, a half-time employee will be allowed prorated benefits as described herein.

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

Police Department

### **A.     Regular Hours of Work**

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

#### **1.     Day Watch Schedule**

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

#### **2.     Night Watch Schedule**

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

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

Seven (7) hours of actual attendance on duty (excluding meal periods) constitutes a day's work and thirty-five (35) hours of actual attendance on

duty constitutes a week's work for every such employee assigned to a morning watch.

B. Regular Rate of Pay

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

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

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

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

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

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

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

Harbor Department – Port Pilot Dispatchers

Regular Hours of Work

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

**ARTICLE 33            OVERTIME**

A.    Assignment of Overtime

Management will attempt to assign overtime work as equitably as possible among all qualified employees in the same classification, in the same organizational unit and work location. In the assignment of overtime under this provision, however, Management may consider special skills required to perform particular work. The parties understand that no employee shall work overtime without prior approval from their supervisor and that unofficial overtime “white time” is absolutely prohibited; all hours worked by employees in this Unit shall be recorded on their time sheet. Employees in this Unit may not work outside of scheduled working hours, or during unpaid meal periods, without the prior approval of a supervisor consistent with department policy. Failure to secure prior approval may result in discipline.

B.    Non-emergency Overtime

Whenever Management deems it necessary to perform non-emergency work on an overtime basis, employees required to work will be given at least 48 hours notices whenever possible.

C.    Rate and Method of Overtime Compensation

Compensation for overtime for employees in this Unit shall be for all hours worked in excess of 40 hours in a workweek including all absences with pay authorized by law. All employees in this Unit shall be compensated in time off at the rate of one and one-half (1½) hours for each hour of overtime worked or in cash at one and one-half times the employee’s regular rate of pay, at the discretion of Management.

D.    Compensated Time Off

Employees may, subject to Management discretion, be permitted to accumulate up to 80 hours of compensatory time off (CTO). On occasion, employees may accumulate CTO in excess of 80 hours for a temporary period of time. If an

employee does not schedule and take CTO over 80 hours prior to the end of the fiscal year, Management may require employees to use CTO prior to the end of the fiscal year; require employees to use such time in lieu of vacation (unless the mandatory use of CTO would result in the loss of vacation accumulation) or other leave time; or authorize cash payment. In the event sufficient funds are not available to provide cash compensation for all or a portion of the CTO hours in excess of 80, Management may extend the time limit for a period not to exceed one (1) year.

In accordance with FLSA, no employee shall lose CTO. An employee who has requested the use of CTO must be permitted by Management to use such time within a reasonable time period after making the request unless the use of the CTO within a reasonable period unduly disrupts the operations of the City department. This standard does not apply to non-FLSA overtime (i.e., overtime earned pursuant to this agreement that does not meet the FLSA definition of overtime).

Under no circumstances shall CTO in excess of 240 hours be accumulated.

E. 1040/2080 Plan

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

F. Police Department – Police Service Representative (PSR) Only

1. 2080 Plan (Deployment Period)

Pursuant to FLSA Section 7(b)(2) [29 USC §207(b)(2)] (see Appendix H), the Police Department may elect to employ Clerical Unit employees known as PSRs, Class Code 2207-1-2-3, for no more than 2240 hours in any 52 consecutive week period beginning January 1 and ending December 31. In accordance with Section 7(b)(2) and notwithstanding LAAC Sections 4.113-4.116, compensation for overtime worked, whether in cash or compensatory time off, will be paid after an employee has worked 160 hours during such deployment period, excluding overtime work, but including all absences with pay authorized by law.

2. Police Service Representative

If Management is aware that any employee(s) in the class of Police Service Representative, Class Code 2207-1-2-3, will be required to “hold over” at the end of watch to work overtime, and Management has this knowledge for more than two (2) hours before end of watch and fails to provide at least two (2) hours notification before end of watch to the Police Service

Representative(s) who is/are required to work the overtime, then said Police Service Representative(s) will receive the sum of twenty dollars (\$20) in addition to all other compensation.

G. Harbor Department – Port Pilot Dispatchers Only

2080 Plan

In accordance with FLSA Section 7(b)(2) and notwithstanding the above and LAAC Sections 4.113-4.116, overtime compensation for these employees shall be in time off at the rate of one and one-half hours for each hour of overtime worked or in cash at one and one-half times the employee's regular rate of pay, at the discretion of management. FLSA overtime shall be paid in accordance with FLSA Section 7(b)(2) [29 USC §207(b)(2)] (see Appendix H) for all hours worked. Compensation for MOU overtime shall be for all hours worked in excess of 80 hours in a pay period including all absences with pay authorized by law and less FLSA overtime.

**ARTICLE 34 TRAVEL ALLOWANCE**

Section I

Notwithstanding Section 4.221 of the LAAC, whenever an employee is required to travel directly between the employee's home and place of temporary assignment, as provided in Section 4.221 of the LAAC, the employee shall receive payment at the rate of \$4.00 for each day that travel occurs. The parties agree that all other provisions of Sections 4.220-4.226 of the LAAC, which relate to payment for travel of certain employees from their homes to temporary job locations, remain unchanged.

Section II

Notwithstanding Section 4.22.1 of the LAAC, whenever an employee is required to travel from one job site to another within a workday, the employee shall receive payment at the rate of \$4.00 for each day that travel occurs.

Section III

Where an employee qualifies under both Sections I and II above, the employee shall be entitled to receive \$6.00 per day.

**ARTICLE 35 SICK LEAVE BENEFITS**

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

Sick leave may be used for the following purposes: diagnosis, care, or treatment of a health condition, or preventive care, of an employee, or an employee's designated

person, as defined in this Article, or an employee's immediate family member, as provided in Article 36 (Family Illness) of this MOU.

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

A. Sick Leave Accrual and Usage

1. Full-Time Employees

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

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

- d. Effective January 1, 1997, if a full-time employee retires from City service or, if a full-time employee who is eligible to retire on or after July 1, 1996, dies prior to retirement, any balance of accumulated

sick leave at 100% of full pay up to a maximum of 800 hours remaining unused at the time of retirement or death shall be compensated to the employee or, in the event of the death of the employee, to the employee's legal beneficiary(ies) by a cash payment of 50% of the employee's salary rate on the date of retirement or death.

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

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

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

## 2. Half-Time Employees

- a. Half-time employees, as defined by Section 4.110(a) of the LAAC, shall begin accruing prorated sick leave on the first day of employment. Sick leave for a half-time employee shall be prorated on the basis of total number of hours scheduled in relationship to the total number of hours required for full-time employment. Employees may use their accrued sick leave beginning on the 90<sup>th</sup> day of City employment (90 calendar days from the date of hire).
- b. Beginning the January 1 subsequent to the completion of 12 calendar months of employment following their date of hire, half-time employees shall be provided prorated sick leave hours based on the calendar year sick leave allotment for full-time employees of 96 hours at 100% of full pay and 40 hours at 75% of full pay, plus the hours of sick leave accrued and accumulated as provided in this Article. The prorated amount of 100% and 75% sick leave hours for half-time employees will be calculated on the basis of the total number of hours compensated in the previous 12-month calendar period (January 1 through December 31) in relationship to the total number of hours required for full-time employment.

- c. Any unused balance of sick leave at 100% of full pay at the end of any calendar year shall be carried over and accumulated from one (1) calendar year to the next up to a maximum of 800 hours. However, any unused sick leave at 100% of full pay remaining at the end of any calendar year, which, if added to an employee's accumulated sick leave at 100% of full pay, will exceed 800 hours, shall be compensated by a cash payment of 50% of the employee's salary rate current at the date of payment as soon as practicable after the end of each calendar year.
- d. Effective January 1, 1997, if a half-time employee retires from City service or, if a half-time employee who is eligible to retire on or after July 1, 1996, dies prior to retirement, any balance of accumulated sick leave at 100% of full pay up to a maximum of 800 hours remaining unused at the time of retirement or death shall be compensated to the employee or, in the event of the death of the employee, to the employee's legal beneficiary(ies) by a cash payment of 50% of the employee's salary rate on the date of retirement or death.
- e. If a half-time employee separates from City service and is rehired by the City within one (1) year from the date of separation, previously accrued and unused sick leave shall be reinstated.

3. Intermittent Employees

- a. Intermittent employees, as defined by Section 4.110(b) of the LAAC, shall begin accruing sick leave on the first day of employment. Employees shall accrue at a rate of one (1) hour for every 29 hours worked. Employees may use their accrued sick leave beginning on the 90<sup>th</sup> day of City employment (90 calendar days from the date of hire) up to a maximum of 48 hours each calendar year.
- b. Sick leave may be accumulated up to a maximum of 48 hours each calendar year. Any accrued, unused sick leave remaining at the end of the calendar year shall carry over to the following year. Any sick leave accumulated in excess of the maximum amount shall be deemed waived and lost.
- c. Intermittent employees with accrued CPTO and/or 100% sick leave hours, who become full-time or half-time employees, shall be allowed to carry over into their 100% sick leave bank a maximum of 48 hours of unused CPTO, 100% sick leave, or any combination of such unused time. Any unused CPTO and/or sick leave in excess of the 48 hours carried over shall be deemed waived and lost. Employees

shall be eligible immediately as a full-time or half-time employee to accrue and use sick leave at the appropriate rate.

- d. If an intermittent employee separates from City service and is rehired by the City within one (1) year from the date of separation, previously accrued and unused sick leave shall be reinstated.
- e. Employees who hold more than one (1) intermittent position concurrently shall be eligible to accrue sick leave in only one (1) position. Employees who work multiple assignments or centers/facilities within the same Department are considered to hold one (1) position.

B. Preventive Medical Treatment

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

**ARTICLE 36 FAMILY ILLNESS**

Management's present practices of allowances for leave for illness in family will be continued during the term of this MOU. The aggregate number of working days allowed in any one calendar year with full pay shall not exceed fifteen (15) days (120 hours). Such practice of allowance for leave for illness in family shall be in accordance with Section 4.127 of the LAAC. Upon the adoption of a child, an employee will be permitted to use fifteen (15) days (120 hours) of family illness sick leave. Effective January 1, 2020, employees shall be permitted to use 75% sick time for family illness only after exhausting all 100% sick time.

The definition of "immediate family" shall include the father, father-in-law, mother, mother-in-law, brother, sister, spouse, child, foster child, grandparents, grandchild, great-grandparents, great-grandchild, stepparents, stepchildren of any employee of the City, the domestic partner of the employee, a household member (any person residing in the immediate household of the employee at the time of the illness or injury), a designated person (as defined and limited in Article 51, Section B) and the following relatives of an employee's domestic partner: child, grandchild, mother, father.

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

**ARTICLE 37 BEREAVEMENT LEAVE**

Management's present practices with regard to allowances for leave because of family deaths will be continued during the term of this MOU. Such practices of allowances for leave because of family deaths shall be in accordance with Section 4.127(1)a-d of the LAAC. Upon the approval of department management, an employee will be allowed leave with pay for a maximum of three (3) working days for each occurrence of a death in the employee's immediate family.

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

Intermittent employees as defined by Article 49(A)2 of this MOU shall not be entitled to compensated leave because of family deaths.

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

In addition to the bereavement leave granted under this Article, any employee who has accrued unused sick leave, vacation, personal leave, or compensatory time off shall be allowed to use such leave or unpaid leave not to exceed two (2) working days per occurrence for the purpose of bereavement leave. Use of sick leave hours for bereavement leave shall not be counted as sick leave in any department Sick Leave Use Monitoring Program.

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

## **ARTICLE 38            MILITARY LEAVE**

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

## **ARTICLE 39            RETIREMENT BENEFITS**

A. Benefits

1. Effective July 1, 2011, for all Tier I employees regardless of their date of hire, the Tier I retirement formula and a flat-rated employee retirement contribution of seven percent (7%) was implemented and shall be continued. The employee retirement contribution rate shall return to six percent (6%) in accordance with the Early Retirement Incentive Program (ERIP) agreement dated October 26, 2009, and LAAC Section 4.1033, which provides that this seven percent (7%) employee retirement contribution will continue until June 30, 2026, or until the ERIP cost obligation is fully paid, whichever comes first.
2. For employees hired on or after the date of adoption of the Ordinance implementing LACERS Tier 3, the retirement formula for LACERS Tier 3 and a flat-rated employee retirement contribution of seven percent (7%) shall be continued during the term of the MOU.

B. Retiree Health Benefits

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

who make the same four percent (4%) contribution to LACERS under the retiree health benefit program.

5. The entitlement to retiree health benefits under this provision shall be subject to the rules under LAAC Division 4, Chapter 11 in effect as of the effective date of this provision, and the rules that shall be placed into LAAC Division 4, Chapters 10 and 11, with regard to Tier 3, by the Implementing Ordinance.
6. As further provided herein, the amount of employee contributions is subject to bargaining in future MOU negotiations.
7. The vesting schedule for the Maximum Medical Plan Premium Subsidy for employees enrolled in LACERS Tier 1 and LACERS Tier 3 shall be the same.

Employees whose Health Service Credit, as defined in LAAC Division 4, Chapter 11, is based on periods of part-time and less than full-time employment, shall receive full, rather than prorated, Health Service Credit for periods of service. The monthly retiree medical subsidy amount to which these employees are entitled shall be prorated based on the extent to which their service credit is prorated due to their less than full time status.

#### C. Procedure for Benefits Modifications

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

#### D. Part-Time Employees

1. Part-time employees in this Unit eligible for membership in LACERS shall be certified as LACERS members under the following conditions:
  - a. Half-time employees, upon written request to the appointing authority, shall be certified as LACERS members upon their date of hire to a half-time position, or anytime thereafter, as elected.
  - b. Effective July 26, 2015, intermittent part-time employees in this Unit shall, after 1,000 compensated hours in one (1) service year, be designated as half-time employees and certified as LACERS members, upon written request to the appointing authority.
2. Employees certified as LACERS members prior to the effective date of this MOU shall retain their LACERS membership.
3. For employees not eligible for LACERS membership, a flat-rated employee contribution of four and one-half percent (4.5%) into the Pension Savings Plan shall be applied for each plan year. The City shall contribute an amount equal to three percent (3%) of each employee's compensation for each plan year.
4. Retiree health benefits are provided as defined in B above.

#### **ARTICLE 40 MILEAGE**

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

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

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

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

meeting with individual members of the City Council or department heads to advocate or urge the adoption and approval of this MOU.

#### **ARTICLE 42            PROVISIONS OF LAW AND SEPARABILITY**

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

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

#### **ARTICLE 43            TERM**

The term of this MOU shall commence on the date when the terms and conditions for its effectiveness, as set forth in Article 2, Implementation of MOU, are fully met, except to the extent that the parties have agreed in Letters of Agreement to continue to meet and confer after implementation, but in no event shall said MOU become effective prior to 12:01 a.m. on January 1, 2023. This MOU shall expire and otherwise be fully terminated at 11:59 p.m. on December 30, 2023.

Notwithstanding the above, the provisions of this MOU shall remain in effect until a successor MOU is implemented or impasse proceedings are completed as long as the parties have met their obligations under the provisions of Article 23, Calendar for Successor MOU, to their mutual satisfaction and are continuing to meet and confer in good faith.

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

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

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

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

**ARTICLE 45            COMPENSATION FOR COURT APPEARANCES (POLICE DEPARTMENT)**

The following court provisions shall apply to employees in the Police Department only. These provisions apply only for the payment of overtime for court appearances outside of the normal duty hours of employees.

A.     Basic Compensation

An employee, at the employee's option, may report to court when subpoenaed or remain on call. If the employee elects to appear in court, the division supervisor must be notified, at the latest, one administrative day prior to the scheduled court appearance. If the employee wishes to remain on call, the employee must be able to appear in court not more than one (1) 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 the employee is subpoenaed to be on call or required to appear.
2.     An off-duty employee shall receive hour-for-hour overtime compensation for each additional hour of actual attendance in excess of the two (2) hour minimum provided for in Section A(1) of this Article, 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 Section A(1) of this Article, for each case for a total of four (4) hours. In addition, the employee shall receive hour-for-hour overtime compensation for each additional hour of actual court attendance in excess of two (2) hours.

C. Exceptions to the Two-Hour Minimum

1. Court appearances or on call status commencing two (2) hours or less before the employee's regularly assigned shift begins

Compensation will be for the actual time between the commencement of the court appearance or on call and the beginning of the employee's assigned shift with the same noon recess provisions as outlined in Section A(2) of this Article.

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 Section A(2) of this Article.

3. Court appearances or on call status that begin during an employee's regularly assigned shift

Compensation will be for the actual time between the end of the employee's assigned shift and the termination of the court appearance or on call status with the same noon recess provisions as outlined in Section A(2) of this Article.

Note 1: Compensation for on call status shall not exceed two (2) hours.

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

**ARTICLE 46 CAREER DEVELOPMENT FUNDS**

During the term of this MOU, Management agrees to provide an appropriation of up to \$17,000 for a total of \$120,000 to the Personnel Department for the exclusive purpose of funding training programs for members of this Unit. (Note: The fund currently has approximately \$103,000 available for use). Any training proposed must be of direct value to the City and will provide special knowledge and skills to the trainee which cannot be provided through other available in-service programs. The parties agree to reopen this

Article on or after July 1, 2019, to determine whether additional funding is available for training for this Unit.

A. Unit Responsibilities:

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

B. Management Responsibilities:

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

C. It is understood by both parties that:

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

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

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

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

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

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

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

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

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

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

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

The Union shall have the responsibility to ensure that only the employees of this Unit who operate City computer equipment shall be eligible for this optometric exam and the computer vision glasses. Each eligible employee may be examined by the service provider only once every two (2) years. The Union shall also have the responsibility to notify the employees of this Unit as to the availability of the CVC Plan.

The City Controller will pay the sum of \$83,000 on or about July 1, 2023, for fiscal year 2022-23 to cover the cost of the CVC Plan. The funding in the amount of \$83,000 each fiscal year shall continue should the contract be extended beyond its original term.

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

The annual audit report shall list the following information:

1. Names of City employees that were examined
2. Date of examination

These audit reports shall be submitted to the City Administrative Officer by December 31, 2018, for the 2017-18 fiscal year, by July 31, 2019, for the 2018-19 fiscal year, July 31, 2020, for the 2019-20 fiscal year, and July 31, 2021, for the 2020-21 fiscal year. The reports shall continue to be submitted by July 31<sup>st</sup> of every fiscal year, should the contract be extended beyond its original term. The payments made for the 2018-19 through 2020-21 fiscal years will be limited to funding the cost of CVC optometric exams, glasses, and ergonomic training.

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

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

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

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

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

### General Provisions

- A. Except as otherwise provided in Section 4.117 of the LAAC and in any Departmental Personnel Ordinances to the contrary, a work schedule of less than the number of hours of full-time employment shall be considered part-time employment. The following categories of part-time employment are hereby defined:
  - 1. Half-time: Half-time employees are employees regularly assigned to a work schedule of half-time (1,040 hours) or more in any service year, but less than full-time. Compensation shall be prorated on the basis of the total number of hours scheduled to be worked in relationship to the total number

of hours required for full-time employment in the class of position. Benefits for such half-time employees provided in this MOU apply to these employees on a prorated basis.

Note: Only civil service half-time employees are eligible to work more than a half-time schedule in any calendar year.

2. Intermittent: Intermittent employees are employees assigned to a regular or as-needed work schedule of less than half-time of the available working time (less than 1,040 hours) in a service year. Compensation as established in the Appendices of this MOU shall be considered full remuneration for intermittent employees defined by this Article. Employees who are compensated by the session and employees who hold more than one (1) intermittent position concurrently, regardless of total number of hours scheduled, shall be considered intermittent employees.
- B. All part-time employees hired into classifications in this bargaining unit shall be notified at the time of hire whether such appointment is half-time or intermittent. Half-time employees shall be advised of their eligibility for prorated benefits, and intermittent employees shall be notified that they shall not be entitled to benefits, except as described in Section G(2) of this Article.
  - C. It is understood that Management has the right to determine the work schedules and hours of all intermittent and half-time employees. However, when an employee has been working a consistent half-time or more work schedule, departments will provide reasonable opportunities for the employee to make up unpaid absences due to authorized leave or holidays in order to maintain half-time status. Such accommodation shall be subject to budgetary and workload considerations.
  - D. Any changes to sick leave, vacation, and holiday benefits for part-time employees contained in this MOU shall apply to employees hired subsequent to July 24, 1989. Intermittent employees receiving such benefits prior to July 24, 1989, shall be eligible to continue to receive them, as long as these employees retain their intermittent status without a break in service.

#### Benefits for Half-time Employees

- E. Benefits of half-time employees are normally calculated on the basis of the number of hours an employee is regularly assigned to work. Civil service half-time employees may be assigned to work and be compensated for hours in excess of those regularly assigned. Such hours are referred to as extra-time hours. Half-time employees shall receive prorated benefits for extra-time hours under the following conditions:
  1. Prorated extra-time benefits are additional sick and vacation leave for regular civil service half-time employees who are compensated in excess

of their regularly assigned 1,040 hours during the year but less than full-time. The year is defined as the Controller's 12-month W-2 calendar year.

2. Extra-time benefits shall only be calculated for employees who remain in half-time status for the entire year. Employees who change between half-time and full-time during the W-2 year shall not be eligible for extra-time benefits.
3. Employees shall not receive more than ninety-six (96) hours of 100% sick leave and forty (40) hours of 75% sick leave in any W-2 calendar year, regardless of status or number of hours worked.
4. In accordance with LAAC Section 4.254, employees are permitted to accrue vacation not to exceed three (3) annual vacation accrual periods. No vacation leave in excess of such maximum amount shall be accrued. Employees will be notified of their extra-time vacation two (2) pay periods prior to the actual accrual.

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

5. All prorated sick and vacation leave benefits will be determined by reports prepared by the Controller's Office following the end of the Controller's W-2 calendar year. The implementation of all benefits will be subject to the receipt of the required reports from the Controller's Office to determine the appropriate benefits for all affected employees.
  6. Prorated extra-time vacation and sick leave benefits will not be awarded until the Controller has provided sufficient documentation for the departments to verify extra time vacation and sick leave benefits.
- F. Half-time employees who immediately prior to such appointment were on intermittent status, and who completed six (6) consecutive months of City service and were compensated for at least 500 hours, shall be allowed to carry over into the 100% sick leave bank up to a maximum of 48 hours of unused accumulated Compensated Personal Time Off (CPTO), 100% sick leave, or any combination of unused time. Any unused CPTO in excess of 48 hours shall be deemed waived and lost. The employees shall immediately begin accruing vacation and sick leave and become eligible to use sick leave and holiday benefits at the appropriate prorated rate, with the exception of the unspecified (floating) holiday, which shall be administered in accordance with Section N(2) of Article 31 "Holiday Pay." Employees shall not be eligible to use vacation benefits until one (1) year from their anniversary date. Their anniversary date shall be based upon the date they were designated as half-time employees. No such benefits shall be provided

retroactively. This paragraph shall not preclude an appointing authority from changing an intermittent employee's status to half-time anytime following appointment.

### Benefits for Intermittent Employees

- G. 1. Intermittent employees, except those employees who are receiving benefits in accordance with Section E(6) of this Article, shall be eligible to accrue CPTO at a rate of 2.75 minutes for every hour compensated. Employees must complete a period of six (6) consecutive months of City service and must have been compensated for at least 500 hours before qualifying to use the CPTO. This benefit may be used in no less than one-half hour increments for the following:
- a. Personal business, subject to approval of the supervisor.
  - b. Holidays assigned off. When a holiday falls on an employee's assigned schedule and the employee is not required to work on that holiday, an employee may request to use CPTO. If the qualifying employees choose not to use CPTO for the holiday, the employees may be allowed, subject to the approval of the supervisor, to adjust their work schedules and make up the time in full not later than the next succeeding payroll period.

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

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

Employees who hold more than one (1) intermittent position concurrently shall be eligible to accrue CPTO in only one position. Employees should designate a primary employing department in writing with their primary and secondary employing departments and with the Controller's Office. If an employee fails to designate a primary employing department, the Controller's Office will designate the first department to hire the employee as the primary employing department. Employees may change their designated primary department during the Open Enrollment period of October 1-31. If an employee changes departments outside the Open Enrollment period, the Controller's Office will designate the first department to hire the employee as the primary employing department, unless the employee notifies the Controller's Office otherwise within 30 calendar days of the effective date of the change.

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

2. Notwithstanding Subsection A(2) of this Article, an employee hired on an intermittent basis, who following 1,000 or more compensated hours in one (1) service year, shall be considered a half-time employee and become entitled to qualify for prorated benefits provided to half-time employees. Upon designation as half-time or full-time under these circumstances, the employees shall be allowed to carry over into the 100% sick leave bank up to a maximum of 48 hours of unused CPTO, 100% sick leave, or any combination of unused time. Any unused CPTO, 100% sick leave, or any combination of unused time in excess of 48 hours shall be deemed waived and lost. Employees shall immediately begin accruing vacation and sick leave, and become eligible to use vacation, sick leave and holiday benefits at the appropriate prorated rate, with the exception of the unspecified ("floating") holiday, which shall be administered in accordance with Section N(2) of Article 31 "Holiday Pay". Their anniversary date shall be based upon the date they are designated as half-time employees. No such benefits shall be provided retroactively. This paragraph shall not preclude an appointing authority from changing an intermittent employee's status to half-time anytime following appointment to an intermittent position.

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

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

- H. 1. An intermittent part-time or Civil Service-exempt half-time employee who has worked a total of at least 2,000 cumulative hours from their initial hire date who is subject to discipline shall be provided with the following:
  - a. A written description of the action(s) to be taken and the expected effective date(s).
  - b. A written statement of the specific grounds upon which the disciplinary action is based.
  - c. A copy of the materials upon which the action is based.
  - d. A written statement informing the employee of their right to appeal the disciplinary decision within five business days to an advisory hearing.
2. The City and the Union will jointly develop a list of hourly Hearing Officers knowledgeable in employee relations. Discipline cases for intermittent part-time and Civil Service-exempt half-time employees who have worked a total of at least 2,000 cumulative hours from his her initial hire date will be heard by a Hearing Officer from this list.

3. The hearings shall take no more than four (4) hours, which the Hearing Officer will divide as equally as possible between the Parties. The hearing shall be scheduled within five business days of the notice of appeal filed by the employee, unless another date is mutually agreed upon by the Department and the employee. The costs of the Hearing Officer shall be shared equally by the Union and the City.
4. The Hearing Officer shall determine if the discipline or level of discipline is based on a reasonable good faith conclusion that the employee engaged in misconduct.
5. The Hearing Officer shall issue a written decision the same day, which shall be advisory to the Department head, whose decision shall be final.

## **ARTICLE 50 SCHEDULE CHANGES FOR PERSONAL BUSINESS**

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

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

### **A. Authorization for Leave**

1. Up to four (4) months (nine [9] pay periods [720 hours]) of family or medical leave shall be provided for the purpose of childbirth, adoption, foster care of a child, or serious health condition of an immediate family member (as defined in Article 36), or designated person, upon the request of the employee, or the designation of Management in accordance with applicable Federal or State law, notwithstanding any other provisions of this MOU or the LAAC to the contrary.
2. An employee may take leave under the provisions of this Article if the employee has a serious health condition that makes him/her unable to perform the functions of their position.
3. Leave under the provisions of this Article shall be limited to four (4) months (nine [9] pay periods [720 hours]) during a 12-month period, regardless of the number of incidents. A 12-month period shall begin on the first day of

leave for each individual taking such leave. The succeeding 12-month period will begin the first day of leave taken under the provisions of this Article after completion of the previous 12-month period.

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

## B. Definitions

The following definitions are included to clarify family relationships as defined in the Family and Medical Leave Act and the California Family Rights Act.

1. Spouse means a husband or wife as defined or recognized under State law for purposes of marriage in this State.
2. Domestic partner means a named domestic partner in a confidential affidavit declaring the existence of said domestic partner and signed by the City employee, which is on file in the Employee Benefits Office, Personnel Department.
3. Parent means a biological, step-, adoptive or foster parent, an individual who stands or stood *in loco parentis* to an employee or a legal guardian. This term does not include parents "in law". Persons who are *in loco parentis* include those with day-to-day responsibilities to care for or financially support a child or, in the case of a parent of an employee, who had such responsibility for the employee when the employee was a child. A biological or legal relationship is not necessary.
4. Child means a biological, adopted, or foster child, a stepchild, a legal ward, or a child of a person standing *in loco parentis*, who is either under age 18, or age 18 or older and incapable of self-care because of a mental or physical disability.
5. Designated person means any individual related by blood or whose association with the employee is the equivalent of a family relationship. Employees are limited to only one designated person per 12-month period.

## C. Eligibility

1. The provisions of this Article shall apply to all employees in this Unit in all City departments who have been employed by the City for at least 12 months and who have worked for at least 1,040 hours (half-time employees may include all compensated time off except IOD) during the 12 months immediately preceding the beginning of the leave.

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

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

Spouses or domestic partners who both work for the City may take leave under the provisions of this Article at the same time to 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 their employing department at the time the leave is requested of the name and department of the other City employee who is requesting leave for the same incident. Such notification must include the starting and ending dates of the time period for which each employee is requesting leave.

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

#### D. Conditions

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

In accordance with Pregnancy Disability Leave (PDL) under the California FEHA, pregnant employees who are disabled due to pregnancy, childbirth, or related medical conditions are eligible for up to four (4) months (nine (9) pay periods [720 hours]) of leave with medical certification certifying the employee as unable to work due to a pregnancy-related condition. PDL under the FEHA may be taken before or after the birth of the child, and shall run concurrently with pregnancy leave under the federal Family and Medical Leave Act of 1993, which must be concluded within one (1) year of the child’s birth.

Employees (each parent individually) are also eligible for family leave (bonding) under the California Family Rights Act, which shall be limited to

four (4) months (nine (9) pay periods [720 hours]) and must be concluded within one (1) year of the child's birth. Whereas bonding leave for the pregnant employee may be taken before or after delivery, bonding leave for the non-pregnant employee shall be taken on or after the anticipated delivery or placement date of the child except as may be necessary under Subsection D(2) "Adoption." (The administration of such leave shall be in accordance with Sections C(2) and D(6) of this Article.)

2. Adoption – The start of a family leave for adoption or foster care of a child shall begin on a date reasonably close to the date the child is placed in the custody of the employee. Leave may be granted prior to placement if an absence from work is required.
3. Family Illness – The start of a family leave for a serious health condition of a family member or designated person shall begin on the date requested by the employee.
4. Employee's Own Illness – The start of a leave for the employee's own serious health condition shall begin on the date requested by the employee.
5. Serious Health Condition is defined as an illness, injury, impairment, or physical or mental condition that involves:
  - a. Any period of incapacity or treatment connected with inpatient care in a hospital, hospice or residential medical care facility; or
  - b. 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
  - c. Any period of incapacity (or treatment therefore) due to a chronic serious health condition; or
  - d. A period of incapacity that is permanent or long-term due to a condition for which treatment may not be effective; or
  - e. Any absences to receive multiple treatments (including any period of recovery therefrom) by, or on referral by, a health care provider for a condition that likely would result in incapacity for more than three consecutive days if left untreated; or
  - f. Any period of incapacity due to pregnancy or for prenatal care.
6. Continuous, Intermittent, and Reduced Work Schedule Leave – All leave granted under this Article shall normally be for a continuous period of time for each incident.

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

In accordance with the California Family Rights Act (CFRA), leave for the birth, adoption or foster care placement of a child of an employee ("bonding" leave) does not have to be taken in one continuous period of time. Under CFRA, the basic minimum duration of bonding leave is two weeks, and on any two occasions an employee is entitled to such bonding leave for a time period of not less than two weeks' duration. Any other form of intermittent leave, or work on a reduced schedule, for the purpose of bonding leave shall only be permitted at the discretion of Management. Bonding leave must be concluded within one (1) year of the birth or placement of the child.

7. If any employee requires another leave for a separate incident under the provisions of this Article during the same 12-month period, a new request must be submitted.
8. A personal leave beyond the four (4) month (nine [9] pay period [720 hours]) leave provided in this Article may be requested, subject to the approval of the appointing authority and, if required, the Personnel Department, as provided under other City leave provisions.
9. 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.
10. Upon return from family or medical leave, an employee shall be returned to their original job or to an equivalent job.

E. Notice Requirements

1. Employee

When an employee requests family or medical leave, the employee must state the reason for the requested leave (e.g., childbirth, to care for an immediate family member with a serious health condition, etc.). When the

necessity for a leave is foreseeable, the employee must provide at least 30 days' notice. However, if the leave must begin in less than 30 days, the employee must provide as much advance notice as is practicable.

2. Management

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

F. Applicable Time Off

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

1. Childbirth (Mother)

- a. Accrued sick leave (100% and 75%) or vacation for the entire period of disability that a health care provider certifies is necessary (including prenatal care or the mother's inability to work prior to the birth) may be taken at the employee's discretion.
- b. For the non-disability portion of childbirth leave (before delivery or after ["bonding"]), accrued vacation available at the start of the leave shall be used prior to the use of time under 1(c), 1(d), 1(e) and 1(f) of this Subsection.
- c. Accrued 100% sick leave. The use of sick leave under this subsection is at the employee's discretion.
- d. Accrued 75% sick leave, following use of all 100% sick leave. The use of sick leave under this subsection is at the employee's discretion.
- e. Unpaid leave.
- f. Accrued compensatory time off may be used at the employee's discretion, with management approval, after exhaustion of 100% sick leave (F(1)(c) of this Subsection). However, FLSA compensatory time off shall not be counted against the employee's four (4) month (nine [9] pay period [720 hours]) family or medical leave entitlement.

Therefore, any use of FLSA compensatory time off under this Section shall extend the employee's family or medical leave by the total amount of FLSA compensatory time off used.

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

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

3. Personal Medical Leave

- a. Accrued 100% sick leave may be used at the employee's discretion. Such leave may be taken before or after the vacation described in No. 3(c) of this Subsection.
- b. Accrued 75% sick leave may be used following use of all 100% sick leave at the employee's discretion. Such leave may be taken before or after the vacation described in No. 3(c) of this Subsection.
- c. Accrued vacation time.
- d. Unpaid leave.

- e. Accrued compensatory time off may be used at the employee's discretion, with management approval, after exhaustion of 100% sick leave (No. 3(a) of this Subsection). However, FLSA compensatory time off shall not be counted against the employee's four (4) month (nine [9] pay period [720 hours]) family or medical leave entitlement. Therefore, any use of FLSA compensatory time off under this Section shall extend the employee's family or medical leave by the total amount of FLSA compensatory time off used.

(Note: An employee under F(1), F(2), or F(3) of this Section may use compensatory time off after depletion of accrued sick leave and vacation to continue paid leave during the four-month family and medical leave period.)

G. Sick Leave Rate of Pay

Payment for sick leave usage under F(1), F(2) and F(3) of the Article shall be at the regular accrued rate of 100% or 75% as appropriate.

H. Monitoring

Management shall maintain such records as are required to monitor the usage of leave as defined in this Article. Such records are to be made available to the Union upon request.

It is the intent of the parties that the provisions and administration of this Article be in compliance with the Family and Medical Leave Act of 1993, the California Family Rights Act of 1993, and the Pregnancy Disability Leave provisions of the California Fair Employment and Housing Act.

**ARTICLE 52            ACTING ASSIGNMENT PAY**

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

A. Absence at Higher Level Position

Whenever Management assigns an employee to perform the duties of a higher level position (in a class for which the duties and responsibilities of the current class would provide qualifying experience for the higher level class\*) due to the temporary absence of the higher level incumbent, such employee shall become eligible for additional compensation upon completion of a qualifying period of ten (10) consecutive working days in such assignment at their regular rate of compensation. Management shall not divide or alternate the assignment of higher level duties during the qualifying period. Such additional compensation shall begin

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

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 their regular assignment shall not require completion of a new qualifying period.

B. Vacant Higher Level Position

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

C. Status Review

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

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

D. Compensation

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

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

## **ARTICLE 53            SALARIES**

The parties to this MOU jointly recommend to the City Council approval of the salaries set forth in the salary Appendix.

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

Appendix A – January 1, 2023

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

### **A.    SALARY STEPS**

1. Steps 1 through 3 are separated by one (1) premium level.\* Step placement is as follows:
  - a. Employees hired into trainee-level, Targeted Local Hire Program (TLHP) positions shall be hired at Step 1 and shall remain on Step 1 for the duration of 12 months (consists of a 6-month on-the-job training period and a 6-month probationary period). The hourly wages of TLHP positions will begin one (1) premium level below the entry level of the targeted Civil Service classification which will not be below \$15.00 per hour.
  - b. Employees hired into non-TLHP positions shall be hired at Step 2 (or appropriate higher step in accordance with applicable MOU provisions or Section 4.90 (Salary Step Placement on Initial Appointment to City Service) of the LAAC).
  - c. Employees shall remain on Steps 2 and 3 for nine (9) months each.
2. Steps 4 through 8 are separated by two (2) premium levels (5.5%) (Step 4 is one [1] premium level above Step 3). Employees shall advance to each subsequent step after 12 months.
3. Steps 9 through 12 are separated by one (1) premium level (Step 9 is one [1] premium level above Step 8). Employees shall advance to each subsequent step after 12 months.

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

### **B.    SALARY ADJUSTMENT**

The following salary adjustment is reflected in Appendix A and applies to all Unit employees (salary range, flat-rate, fixed-step do not move on a salary range):

Effective January 1, 2023, the base hourly wages for all Unit employees shall be increased by 3.0%, as reflected in Appendix A.

C. EXTENSION OF STEP ADVANCEMENT DATE

Uncompensated absences of sixteen days (128 hours for employees on a work schedule other than 5/40) or less during the qualifying period and during each subsequent qualifying period shall not extend the step advancement date. The step advancement date shall be extended one working day for each working day absence (or one (1) hour for each hour of aggregated uncompensated absence in excess of 128 hours). Employees who are injured on duty and are compensated in accordance with Division IV of the Labor Code of the State of California and LAAC Division 4, Article 7 shall not have their step advancement date changed due to their workers' compensation status.

D. CONSECUTIVE APPOINTMENTS WITHIN A 12-MONTH PERIOD

Consecutive appointments or assignments to positions with the same top step salary rate in the 12 months (2,080 hours) following an appointment or assignment shall be treated as one (1) appointment or assignment for step advancement purposes.

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

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

F. INTERMITTENT EMPLOYEES

Intermittent employees shall be paid a salary rate corresponding to the entering step in the salary range for the classification in which the employee is employed. Full-time or half-time employees changing to intermittent status in the same Civil Service class shall continue to be paid at the same rate (excluding bonuses) they were last paid while a full-time or half-time employee until such time as the entering step in the salary range for the class meets or exceeds the salary for the employee.

G. PROMOTIONAL DIFFERENTIAL

Notwithstanding the rate provided for in Section 4.91 (Salary Step Placement on Assignment to a Different Position in City Service) of the LAAC, employees who receive a promotion shall be moved to the salary step (Step 2 or above) that

provides a minimum 5.5% increase over the rate received in the former position. As provided in Section 4.91 (Salary Step Placement on Assignment to a Different Position in City Service) of the LAAC, any regularly assigned bonus or premium compensation amounts shall be included in calculating the step rate for the former position and added to the new salary, if applicable, after determining the appropriate salary step rate for the new position.

#### **ARTICLE 54           DISABILITY INSURANCE PLAN**

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

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

#### **ARTICLE 55           DEPENDENT CARE REIMBURSEMENT ACCOUNT**

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

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

#### **ARTICLE 56           EMPLOYEE ASSISTANCE PROGRAM**

Management will expend for employees who are members of the Los Angeles City Employees' Retirement System (LACERS), and their eligible dependents, the sum necessary to cover the cost of an Employee Assistance Program (EAP). The benefits and services of the EAP provider shall be determined by the City's Joint Labor-Management Benefits Committee.

Information on the current EAP provider is available through the Personnel Department, Employee Benefits Division, by telephone at (213) 978-1655 or on the Division's website at: <https://www.liveandworkwell.com/content/en/public.html>.

**ARTICLE 57                   WORKERS' COMPENSATION**

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

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

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

The Library Department will expand hours of operation on an agency-by-agency basis and maintain the expanded hours in a manner consistent with the terms as set forth in the agreement. The resources that will be used on a system-wide basis may include, but not be limited to, agency regular staffing, use of substitutes, part-time employees working extra time, and the use of overtime for regular full-time employees. Under the expanded hours of service proposed for the Los Angeles Public Library, all Clerical and Support Services Unit employees will be required to work no more than a one-in-four rotation of Sunday work assignments, except for emergency situations.

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

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

relinquished any of its rights under the City's Employee Relations Ordinance or applicable law during the term of this MOU or after it has expired.

## **ARTICLE 59 LIBRARY EMPLOYEES – NIGHT SHIFT ASSIGNMENT PAY**

Any employee, with the exception of intermittent employees, in the job classifications of Administrative Clerk, Class Code 1358, Library Assistant, Class Code 1172, Messenger Clerk, Class Code 1111, Office Services Assistant, Class Code 1360, and Office Trainee, Class Code 1101, who is employed in the Library Department and who is scheduled by Management to work more than one night shift in the same calendar week, which is considered to be Sunday through the following Saturday, shall receive additional compensation during the second night shift assignment or any additional night shift assignment.

The compensation shall be at the second premium level rate (5.5%) above the employee's step rate of the salary range prescribed for the class of the employee working the qualifying shift.

A night shift shall be considered to be any work shift that ends at 8:00 p.m. or later.

Intermittent employees and employees who specifically request to work a second night shift assignment and any additional night shift assignment are excluded from receiving the night shift assignment compensation.

This compensation is non-pensionable.

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

Effective upon the vote by the ERB to accrete a class or bargaining unit into the Coalition of Los Angeles City Unions (Coalition), the salary range(s) of the newly accreted class/unit shall be adjusted to the salary range consistent with the step structure provided for in the relevant Coalition MOU and all other applicable benefits and provisions of the MOU shall be provided to members of the newly accreted class/unit as contained in the relevant Coalition MOU for all other represented members.

## **ARTICLE 61 WORK SCHEDULES**

Pursuant to FLSA, employees shall have a fixed workweek that consists of a regular recurring period of 168 consecutive hours (seven 24-hour periods) which can begin and end on any day of the week and at any time of the day. The designated workweek for an employee may be changed only if the change is intended to be permanent and not designed to evade overtime requirements of the Fair Labor Standards Act.

Management may assign employees to work a five/forty, four/ten, nine/eighty, or other work schedule. Employees may request modified work schedules, if such schedules are generally available in the employee's department/work group. Management may refuse

such requests, or require employees to revert to a five/forty work schedule, provided the exercise of this right is not arbitrary, capricious or discriminatory. In the event Management's actions are shown to be arbitrary, capricious, or discriminatory before an arbitrator, the award of the arbitrator shall be to reverse the action of Management. However, the decision of the arbitrator shall be binding or advisory, in accordance with Article 19 (Grievance Procedure).

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

## **ARTICLE 62            UNION RELEASE TIME**

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

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

- A.     The employee shall submit the request for release at least 21 calendar days prior to the effective release date, specifying the starting and ending dates of release.
- B.     Release time shall be granted for a maximum of one (1) year in any three-year period unless approved by the CAO and the affected departments.
- C.     The employee shall be paid the employee's current salary by the City while the employee is performing these duties for the Union.
- D.     Employees shall retain all of their existing benefits, including, but not limited to medical, dental, deferred compensation plan, retirement benefits and seniority accrual in their civil service class.
- E.     The Union shall reimburse the City for all salary and benefits costs incurred as a result of release time, including but not limited to, vacation, sick leave, compensated time off, retirement, short-term disability, life insurance, medical, dental and workers' compensation. The benefits cost shall be based on the benefits rates established by the City Administrative Officer as contained in the City Budget in effect during the period of release time, and the cost of other benefits approved by the JLMBC that become effective during this period.

- F. Payment of any overtime worked while on release time shall be the responsibility of the Union.
- G. The Union shall make quarterly payments to the Controller of all reimbursable costs identified in Section E above.
- H. Employees on release time shall submit weekly timesheets signed by the employee and the Union (Executive Director or their designee) to their respective Departmental Personnel Officer specifying the number of hours worked and use of any sick leave, vacation time or compensated time off.
- I. Should an employee incur a work-related injury while on release time, the employee shall remain on release time with the Union during the period of injury-on-duty (IOD), or until the release time has ended, and shall continue to be counted in determining the 4 employee maximum, as provided for above. The Union will reimburse the City for all IOD and Workers' Compensation related costs.
- J. When the employee returns from release time, the employee shall return to their civil service classification and pay grade at the time of release.
- K. The employee must have passed probation in their current class to be eligible for release time.
- L. The Union shall indemnify, defend and hold the City and its officers and employees harmless against any and all claims, suits, demands or other forms of liability that might arise out of or result from any action taken by an employee in the service of the Union.
- M. The City Administrative Officer shall maintain a list of employees who have been approved for release time and the approved duration.

**ARTICLE 63 FULL UNDERSTANDING**

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

Notwithstanding the foregoing:

- C. No alteration, variation, waiver, modification or amendment of any of the Articles, terms or provisions requiring approval of the Council contained herein, shall in any manner be binding upon Union or Management unless and until jointly recommended in writing to the Council and approved and implemented in accordance with Article 2.
- D. The waiver of any breach, term or condition of this MOU by any party to this MOU shall not constitute a precedent in the future enforcement of all its Articles, terms and provisions.

**ARTICLE 64 SCHOOL ACTIVITY LEAVE**

In accordance with the California Family-School Partnership Act, full-time or part-time employees may take time off from work to participate in their children’s school activities. An employee may take off up to 40 hours per school year, regardless of the number of children in the family. No more than eight (8) hours of this leave may be taken in any given month.

Any employee, who is a parent, guardian, step-parent, foster parent, grandparent of, or a person who stands *in loco parentis* to a child of the age to attend kindergarten through grade 12 or a licensed child care provider, is eligible for this leave.

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

**ARTICLE 65 SERVICE AND WORKFORCE RESTORATION**

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

<u>Classification Title</u>	<u>Class Code</u>	<u>MOU No.</u>
Administrative Clerk	1358	(MOU 03)
Delivery Driver I	1121-1	(MOU 03)

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

## **ARTICLE 66            CONTRACTING OF UNIT WORK**

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

- A. No bargaining unit employee shall be laid off, demoted or suffer loss of pay or benefits as a result of the contracting of unit work.
- B. If any employee subject to the provisions herein is displaced as a result of contracting, the employee shall be retained in a position within a classification represented by AFSCME, Local 3090.
- C. Notwithstanding any provision of this MOU to the contrary and excluding the provisions of Section E(6) of this Article, the provisions of this article shall be subject to advisory arbitration only.
- D. In lieu of the meet-and-confer process prescribed by the Employee Relations Ordinance (ERO), the parties agree to meet and discuss, in accordance with the provisions outlined below, all contracts to perform unit work except for contracts required by bona fide emergencies.
- E. The parties agree that the following expedited procedure shall replace the impasse resolution provisions of the ERO for disputes arising out of the meet-and-discuss process specified above:
  - 1. The City shall provide timely notice, through the existing "clearinghouse" procedure, of proposed contracts to perform unit work. In addition, the City shall provide the union a list of individuals responsible for coordinating contracting information in each department.
  - 2. The Union may request to meet and discuss such proposed contracts within fifteen (15) calendar days of the Charter 1022 notification. Failure by the union to request such meeting(s) within the prescribed fifteen (15) shall constitute a waiver of the union's right to continue this process.
  - 3. Meeting(s), if requested, shall begin within five (5) working days following notice to the City by the Union of its desire to discuss the proposed contract(s).
  - 4. If the parties cannot reach agreement through the meet-and-discuss process, the Union may request expedited advisory arbitration within five (5) working days following the last meet-and-discuss session. Failure by the Union to request arbitration within the specified five days shall constitute a waiver of the Union's right to continue in this process. The parties will attempt to establish a mutually agreeable, expedited process for selecting

arbitrators. Absent any such agreement, arbitrators will be selected in accordance with Rules 11.03 and 11.04 of the Employee Relations Board.

5. The parties agree that for contracts with a value of less than \$1 million, the hearing and issuance of the advisory decision by the arbitrator shall be concluded within 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 Sections E(4) and E(5) of this Article, shall be resolved in accordance with the provisions of the Grievance Procedure, Article 19 of the MOU, and shall not delay the implementation of the contract if all other provisions of this article have been met.
- The parties agree that the review of "practical consequence" grievances shall begin with the first formal level of review of the grievance procedure and that said grievances shall be subject to advisory arbitration, except as provided in the Arbitration step (Step 6) of the Grievance Procedure. Effective January 1, 2008, Arbitration is Step 4 of the Grievance Procedure.
- G. The parties agree that, effective December 13, 2015, the Union may file a grievance regarding the Charter 1022 notification.
1. A grievance challenging the 1022 notification shall be filed within 15 calendar days of the Union's knowledge of the alleged deficient notification.
  2. The grievance will be submitted to an expedited informal arbitration process. The arbitration shall be conducted within 30 days of filing of the Union's grievance. The arbitration fees shall be shared equally between the Union and the City.

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

**ARTICLE 67                    CHARTER BUS PROGRAM ON-CALL PAY/DISTURBANCE  
CALL COMPENSATION – TRANSPORTATION DEPARTMENT**

On-Call Pay

Effective January 6, 2019, any employee in the class of Senior Administrative Clerk, Class Code 1368, who is assigned to administer the Los Angeles City Charter Bus Program in the Department of Transportation and placed on-call by Management, shall receive additional compensation at the rate of \$24.00 per day.

Disturbance Call Compensation

Whenever the above-listed employee is contacted (disturbance call) by Management, program users, or vendors, while on off-duty status to furnish information needed to maintain the continuity of the City's Charter Bus Program, without the necessity of having to report for duty personally, the employee shall receive additional compensation at the rate of a minimum of one (1) hour of compensation, subject to the following limitations:

- a. Only the first disturbance call made in any one calendar day shall qualify for the minimum one (1) hour of compensation described above. The time actually spent on the disturbance call will be considered hours worked for that workweek. Thereafter, compensation for all other qualifying disturbance calls totaling an aggregate of ten minutes or more in that same calendar day shall be for actual time worked. Disturbance Call Compensation shall be used to offset any overtime owed.
- b. Any employee receiving Disturbance Call Compensation for the same day shall not be eligible to receive On-Call Pay under this Article for that day.
- c. The department head or designee may determine the method of compensation.

An employee contacted while off-duty concerning subsequent work scheduling shall not be eligible to receive compensation under this Article.

**ARTICLE 68                    LEAD ASSIGNMENT PAY**

- A. Effective January 6, 2019, whenever an employee in a non-supervisory classification is designated and assigned by Management to act as lead over another employee in a non-supervisory classification for over 50 percent of the

employee's work shift, the employee shall receive additional compensation at the second premium level rate (5.5%) above the employee's step of the salary range prescribed for the employee's class while so assigned. This compensation is non-pensionable.

- B. The designation, re-designation, or removal of a lead assignment shall be a Management prerogative and may occur any time Management deems it appropriate. Such Management decisions shall be final and conclusive and shall not be subject to the grievance procedure herein. Nothing in this Section, however, is intended to deny the premium payment specified herein to an employee who has been assigned, has qualified and has performed the lead assignment in accordance with the provisions of this Article.

**ARTICLE 69                    LIBRARY DEPARTMENT – JOINT LABOR MANAGEMENT COMMITTEE HEALTH AND SAFETY**

A Joint Labor Management Committee on Health and Safety (JLMC-H&S) was established during the term of the 2007-2012 MOU Nos. 6 and 16 for the AFSCME Librarians' Guild. This Committee replaced the "Health and Safety Committee" described in the 2004-2007 MOU. The members of the JLMC-H&S shall include the Director of Library Human Resources, Library's Business Manager, the Union Presidents (AFSCME Librarians' Guild and Local 3090), the Librarians' Guild Vice President for Health, Safety and Welfare, up to two additional Librarians' Guild members and up to two additional Local 3090 member of the Unions' choosing, and one AFSCME Business Representative. The JLMC-H&S may invite, as needed, subject area experts for their input and recommendations. These subject area experts may include, but are not limited to, the representatives of the City of Los Angeles Personnel Department Safety and Workplace Violence Unit, and the Chief of LAPL Security.

Management will provide the union access to all incident reports.

This JLMC-H&S shall be considered as a subcommittee of the City-wide JLMC Safety Committee to enable access to greater City-wide resources that may not be available in the Library Department. The JLMC-H&S will hold regular bi-monthly meetings; more frequent meetings may be held as necessitated by circumstances. The topics that the JLMC-H&S will include are health, safety, employee well-being, safety training, major incident notification, and communication protocols for hazardous or unsafe working conditions and other types of security alerts. Library Management will provide summary reports regarding incidents that occur in the Library Department, at the JLMC-H&S meetings as they become available.

**ARTICLE 70                    WORKERS' COMPENSATION ALTERNATIVE DISPUTE RESOLUTION PROGRAM**

The following information is for informational purposes:

The parties to this agreement have entered into a Workers' Compensation Alternative Dispute Resolution (ADR) Program Agreement dated June 8, 2018. In accordance with California Labor Code Section 3201.7, this Agreement was reached separate and apart from the collective bargaining process for this MOU. Said Agreement includes a Joint Labor Management Committee (JLMC), the terms of which are incorporated in the body of the ADR Agreement, and is hereby incorporated into the body of this agreement.

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

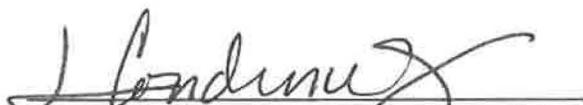
## **ARTICLE 71            PERSONAL LEAVE**

On January 1<sup>st</sup> of each year, each full-time unit member shall, in addition to all other compensatory time, receive 40 hours per calendar year as personal leave. Personal leave is defined as any event requiring a member's immediate attention. Personal leave shall not be used as a proxy for vacation leave or sick leave. Personal leave shall only be taken in the calendar year in which it is credited and, if not taken, such time shall be deemed waived and lost. Personal leave may be taken in one-hour increments. No employee shall be entitled to personal leave until the employee has completed six (6) months of satisfactory service. Under no circumstances shall such time be compensated in cash upon separating from City service, retirement, transfer to another bargaining unit, or any other reason.

On January 1<sup>st</sup> of each year, each part-time unit member shall, in addition to all other compensatory time, accrue personal leave based on hours compensated in the prior calendar year not to exceed 40 hours in a calendar year. All other terms and conditions as provided for full-time employees are applicable.

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

**FOR THE UNION:**

  
Lori Condinus, Business Representative  
AFSCME District Council 36

11/20/2022  
Date

  
Larry Gates, President  
AFSCME, Local 3090

**FOR THE CITY:**

  
Matthew W. Sazbo  
City Administrative Officer

12/2/2022  
Date

**Approved as to Form and Legality:**

  
Office of the City Attorney

December 2, 2022  
Date

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Appendix A

Operative on January 1, 2023

CLASS CODE	TITLE	RANGE	ANNUAL COMPENSATION					
			STARTING		MAXIMUM			
			STEP	SALARY	STEP	SALARY		
1223-0	Accounting Clerk	2587	2	\$ 55,499	--	12	\$ 81,139	
1227-0	Accounting Clerk Assistant	2587	2	\$ 55,499	--	12	\$ 81,139	
1225-0	Accounting Clerk Trainee	2587	2	\$ 55,499	--	12	\$ 81,139	
1358-0	Administrative Clerk	1989	2	\$ 42,678	--	12	\$ 62,431	
0845-1	Airport Guide I	1475	6	\$ 37,249	--	12	\$ 46,270	
0845-2	Airport Guide II	1641	6	\$ 41,425	--	12	\$ 51,490	
3201-0	Airport Information Aide	2203	2	\$ 47,272	--	12	\$ 69,133	
2418-1	Assistant Park Services Attendant I						\$ 17.88	/HR
2418-2	Assistant Park Services Attendant II						\$ 22.28	/HR
0559-0	City Attorney Accounting Clerk	2587	2	\$ 55,499	--	12	\$ 81,139	
1141-0	Clerk	1911	2	\$ 41,008	--	12	\$ 59,967	
1321-0	Clerk Stenographer	2141	2	\$ 45,936	--	12	\$ 67,129	
1478-0	Communication Information Representative Assistant	2203	2	\$ 47,272	--	12	\$ 69,133	
1479-0	Communication Information Representative Trainee	2203	2	\$ 47,272	--	12	\$ 69,133	
1461-1	Communications Information Representative I	2203	2	\$ 47,272	--	12	\$ 69,133	
1461-2	Communications Information Representative II	2451	2	\$ 52,575	--	12	\$ 76,880	
1461-3	Communications Information Representative III	2638	2	\$ 56,605	--	12	\$ 82,747	
1112-0	Community and Administrative Support Worker I						\$ 16.04	/HR
1113-0	Community and Administrative Support Worker II						\$ 17.88	/HR
1114-0	Community and Administrative Support Worker III						\$ 22.28	/HR
1229-1	Customer Service Specialist I	2656	2	\$ 56,981	--	12	\$ 83,290	
1229-2	Customer Service Specialist II	2925	2	\$ 62,744	--	12	\$ 91,767	
1137-1	Data Control Assistant I	2583	2	\$ 55,415	--	12	\$ 81,014	
1137-2	Data Control Assistant II	2716	2	\$ 58,276	--	12	\$ 85,190	
1433-1	Data Entry Operator I	2134	2	\$ 45,789	--	12	\$ 66,962	
1433-2	Data Entry Operator II	2257	2	\$ 48,420	--	12	\$ 70,783	
1124-0	Delivery Driver Assistant	1929	1	\$ 40,277	--	12	\$ 60,552	
1121-1	Delivery Driver I	1929	2	\$ 41,384	--	12	\$ 60,552	
1121-2	Delivery Driver II	2106	2	\$ 45,184	--	12	\$ 66,064	
1121-3	Delivery Driver III	2277	2	\$ 48,859	--	12	\$ 71,451	
6143-0	Film Inspector	1810	2	\$ 38,836	--	12	\$ 56,793	
1127-0	Finance Clerk	2106	2	\$ 45,184	--	12	\$ 66,064	
1157-1	Fingerprint Identification Expert I	2706	2	\$ 58,046	--	12	\$ 84,877	
1157-2	Fingerprint Identification Expert II	2857	2	\$ 61,303	--	12	\$ 89,616	
1157-3	Fingerprint Identification Expert III	3042	2	\$ 65,270	--	12	\$ 95,442	

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Appendix A

Operative on January 1, 2023

CLASS CODE	TITLE	RANGE	ANNUAL COMPENSATION				
			STARTING		MAXIMUM		
			STEP	SALARY	STEP	SALARY	
1326-0	Hearing Reporter	3206	2	\$ 68,778	--	12	\$ 100,558
0585-0	Legal Clerk I	1911	2	\$ 41,008	--	12	\$ 59,967
0586-0	Legal Clerk II	2106	2	\$ 45,184	--	12	\$ 66,064
0580-0	Legal Secretary I	2505	2	\$ 53,745	--	12	\$ 78,571
0581-0	Legal Secretary II	2740	2	\$ 58,777	--	12	\$ 85,942
0582-0	Legal Secretary III	2894	2	\$ 62,097	--	12	\$ 90,744
1172-1	Library Assistant I	2451	2	\$ 52,575	--	12	\$ 76,880
1172-2	Library Assistant II	2883	2	\$ 61,846	--	12	\$ 90,452
1140-1	Library Clerical Assistant I	1911	2	\$ 41,008	--	12	\$ 59,967
1140-2	Library Clerical Assistant II	1984	2	\$ 42,574	--	12	\$ 62,222
0844-0	Locker Room Attendant						\$ 17.81 /HR
1130-1	Medical Secretary I	2451	5	\$ 58,610	--	12	\$ 76,880
1130-2	Medical Secretary II	2740	6	\$ 69,175	--	12	\$ 85,942
1111-0	Messenger Clerk	1552	5	\$ 37,124	--	12	\$ 48,650
2401-0	Museum Guide						\$ 18.79 /HR
1360-0	Office Services Assistant	1989	1	\$ 41,530	--	12	\$ 62,431
1101-0	Office Trainee	1188	11	\$ 36,268	--	12	\$ 37,270
1101-X	Office Trainee Administrative Clerk	1989	1	\$ 41,530	--	12	\$ 62,431
1101-D	Office Trainee Delivery Driver	1929	1	\$ 40,277	--	12	\$ 60,552
0834-0	Park Activity Monitor						\$ 22.68 /HR
2412-1	Park Services Attendant I	1552	5	\$ 37,124	--	12	\$ 48,650
2412-2	Park Services Attendant II	2203	2	\$ 47,272	--	12	\$ 69,133
2202-0	Police Service Assistant	2451	2	\$ 52,575	--	12	\$ 76,880
2207-1	Police Service Representative I	2726	2	\$ 58,484	--	12	\$ 85,482
2207-2	Police Service Representative II	2876	2	\$ 61,700	--	12	\$ 90,201
2207-3	Police Service Representative III	3292	2	\$ 70,637	--	12	\$ 103,272
1336-0	Principal Clerk Stenographer	2883	2	\$ 61,846	--	12	\$ 90,452
3162-1	Reprographics Operator I	2065	2	\$ 44,307	--	12	\$ 64,748
3162-A	Reprographics Operator I - Airports	2086	2	\$ 44,745	--	12	\$ 65,458
3162-2	Reprographics Operator II	2341	2	\$ 50,216	--	12	\$ 73,455
1645-0	Risk and Insurance Assistant	2905	2	\$ 62,326	--	12	\$ 91,120
1116-0	Secretary	2664	2	\$ 57,148	--	12	\$ 83,603
1368-0	Senior Administrative Clerk	2451	2	\$ 52,575	--	12	\$ 76,880
1368-3	Senior Administrative Clerk III	2897	2	\$ 62,159	--	12	\$ 90,911
1143-0	Senior Clerk	2451	2	\$ 52,575	--	12	\$ 76,880

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Operative on January 1, 2023

CLASS CODE	TITLE	RANGE	ANNUAL COMPENSATION					
			STARTING		MAXIMUM			
			STEP	SALARY	STEP	SALARY		
1323-0	Senior Clerk Stenographer	2451	2	\$ 52,575	--	12	\$ 76,880	
1123-0	Senior Delivery Driver	2277	2	\$ 48,859	--	12	\$ 71,451	
1128-1	Senior Finance Clerk I	2451	2	\$ 52,575	--	12	\$ 76,880	
1128-2	Senior Finance Clerk II	2583	2	\$ 55,415	--	12	\$ 81,014	
0587-0	Senior Legal Clerk I	2451	2	\$ 52,575	--	12	\$ 76,880	
0588-0	Senior Legal Clerk II	2583	2	\$ 55,415	--	12	\$ 81,014	
1357-1	Senior Tax Renewal Assistant I	1507	5	\$ 36,038	--	12	\$ 47,272	
1357-2	Senior Tax Renewal Assistant II	1627	3	\$ 35,871	--	12	\$ 51,051	
1357-3	Senior Tax Renewal Assistant III	1966	8	\$ 55,332	--	12	\$ 61,679	
1192-0	Senior Teller	2583	2	\$ 55,415	--	12	\$ 81,014	
0532-0	Senior Witness Service Coordinator	2726	2	\$ 58,484	--	12	\$ 85,482	
1214-0	Supply Services Payment Clerk	2732	2	\$ 58,610	--	12	\$ 85,691	
1131-1	Swimming Pool Clerk I	1277	12	\$ 40,026	--	12	\$ 40,026	
1131-2	Swimming Pool Clerk II	1581	8	\$ 44,495	--	12	\$ 49,610	
1356-1	Tax Renewal Assistant I						\$ 17.81	/HR
1356-2	Tax Renewal Assistant II	1245	8	\$ 35,015	--	12	\$ 39,024	
1356-3	Tax Renewal Assistant III	1322	8	\$ 37,229	--	12	\$ 41,488	
1356-4	Tax Renewal Assistant IV	1488	5	\$ 35,600	--	12	\$ 46,687	
1146-0	Title Transfer Coordinator	2726	2	\$ 58,484	--	12	\$ 85,482	
7279-0	Traffic Checker	2004	2	\$ 42,991	--	12	\$ 62,911	
6403-0	Transit Document Control Assistant	2451	2	\$ 52,575	--	12	\$ 76,880	
6404-0	Transit Police Dispatcher	2876	2	\$ 61,700	--	12	\$ 90,201	
6400-0	Transit Secretary	2664	2	\$ 57,148	--	12	\$ 83,603	
1190-1	Wharfinger I	3112	2	\$ 66,774	--	12	\$ 97,614	
1190-2	Wharfinger II	3547	2	\$ 76,107	--	12	\$ 111,269	
0531-0	Witness Service Coordinator	2513	2	\$ 53,912	--	12	\$ 78,822	
1775-0	Workers' Compensation Claims Assistant	2624	2	\$ 56,292	--	12	\$ 82,288	

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**Appendix A**

**Operative on January 1, 2023**

<b>Range</b>		<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>	<b>8</b>	<b>9</b>	<b>10</b>	<b>11</b>	<b>12</b>
1188	HR	\$ 11.88	\$ 12.21	\$ 12.54	\$ 12.88	\$ 13.60	\$ 14.36	\$ 15.17	\$ 16.01	\$ 16.45	\$ 16.90	\$ 17.37	\$ 17.85
	BW	\$ 950.40	\$ 976.80	\$ 1,003.20	\$ 1,030.40	\$ 1,088.00	\$ 1,148.80	\$ 1,213.60	\$ 1,280.80	\$ 1,316.00	\$ 1,352.00	\$ 1,389.60	\$ 1,428.00
	YR	\$ 24,805	\$ 25,494	\$ 26,183	\$ 26,893	\$ 28,396	\$ 29,983	\$ 31,674	\$ 33,428	\$ 34,347	\$ 35,287	\$ 36,268	\$ 37,270
1245	HR	\$ 12.45	\$ 12.79	\$ 13.14	\$ 13.50	\$ 14.25	\$ 15.04	\$ 15.89	\$ 16.77	\$ 17.23	\$ 17.70	\$ 18.19	\$ 18.69
	BW	\$ 996.00	\$ 1,023.20	\$ 1,051.20	\$ 1,080.00	\$ 1,140.00	\$ 1,203.20	\$ 1,271.20	\$ 1,341.60	\$ 1,378.40	\$ 1,416.00	\$ 1,455.20	\$ 1,495.20
	YR	\$ 25,995	\$ 26,705	\$ 27,436	\$ 28,188	\$ 29,754	\$ 31,403	\$ 33,178	\$ 35,015	\$ 35,976	\$ 36,957	\$ 37,980	\$ 39,024
1277	HR	\$ 12.77	\$ 13.12	\$ 13.48	\$ 13.85	\$ 14.62	\$ 15.43	\$ 16.30	\$ 17.20	\$ 17.67	\$ 18.16	\$ 18.66	\$ 19.17
	BW	\$ 1,021.60	\$ 1,049.60	\$ 1,078.40	\$ 1,108.00	\$ 1,169.60	\$ 1,234.40	\$ 1,304.00	\$ 1,376.00	\$ 1,413.60	\$ 1,452.80	\$ 1,492.80	\$ 1,533.60
	YR	\$ 26,663	\$ 27,394	\$ 28,146	\$ 28,918	\$ 30,526	\$ 32,217	\$ 34,034	\$ 35,913	\$ 36,894	\$ 37,918	\$ 38,962	\$ 40,026
1322	HR	\$ 13.22	\$ 13.58	\$ 13.96	\$ 14.34	\$ 15.15	\$ 15.99	\$ 16.88	\$ 17.83	\$ 18.32	\$ 18.82	\$ 19.34	\$ 19.87
	BW	\$ 1,057.60	\$ 1,086.40	\$ 1,116.80	\$ 1,147.20	\$ 1,212.00	\$ 1,279.20	\$ 1,350.40	\$ 1,426.40	\$ 1,465.60	\$ 1,505.60	\$ 1,547.20	\$ 1,589.60
	YR	\$ 27,603	\$ 28,355	\$ 29,148	\$ 29,941	\$ 31,633	\$ 33,387	\$ 35,245	\$ 37,229	\$ 38,252	\$ 39,296	\$ 40,381	\$ 41,488
1475	HR	\$ 14.75	\$ 15.16	\$ 15.57	\$ 16.00	\$ 16.89	\$ 17.84	\$ 18.83	\$ 19.88	\$ 20.43	\$ 20.99	\$ 21.57	\$ 22.16
	BW	\$ 1,180.00	\$ 1,212.80	\$ 1,245.60	\$ 1,280.00	\$ 1,351.20	\$ 1,427.20	\$ 1,506.40	\$ 1,590.40	\$ 1,634.40	\$ 1,679.20	\$ 1,725.60	\$ 1,772.80
	YR	\$ 30,798	\$ 31,654	\$ 32,510	\$ 33,408	\$ 35,266	\$ 37,249	\$ 39,317	\$ 41,509	\$ 42,657	\$ 43,827	\$ 45,038	\$ 46,270
1488	HR	\$ 14.88	\$ 15.29	\$ 15.71	\$ 16.14	\$ 17.05	\$ 17.99	\$ 19.00	\$ 20.06	\$ 20.61	\$ 21.18	\$ 21.76	\$ 22.36
	BW	\$ 1,190.40	\$ 1,223.20	\$ 1,256.80	\$ 1,291.20	\$ 1,364.00	\$ 1,439.20	\$ 1,520.00	\$ 1,604.80	\$ 1,648.80	\$ 1,694.40	\$ 1,740.80	\$ 1,788.80
	YR	\$ 31,069	\$ 31,925	\$ 32,802	\$ 33,700	\$ 35,600	\$ 37,563	\$ 39,672	\$ 41,885	\$ 43,033	\$ 44,223	\$ 45,434	\$ 46,687
1507	HR	\$ 15.07	\$ 15.48	\$ 15.91	\$ 16.35	\$ 17.26	\$ 18.23	\$ 19.25	\$ 20.31	\$ 20.87	\$ 21.44	\$ 22.03	\$ 22.64
	BW	\$ 1,205.60	\$ 1,238.40	\$ 1,272.80	\$ 1,308.00	\$ 1,380.80	\$ 1,458.40	\$ 1,540.00	\$ 1,624.80	\$ 1,669.60	\$ 1,715.20	\$ 1,762.40	\$ 1,811.20
	YR	\$ 31,466	\$ 32,322	\$ 33,220	\$ 34,138	\$ 36,038	\$ 38,064	\$ 40,194	\$ 42,407	\$ 43,576	\$ 44,766	\$ 45,998	\$ 47,272
1552	HR	\$ 15.52	\$ 15.95	\$ 16.39	\$ 16.84	\$ 17.78	\$ 18.76	\$ 19.81	\$ 20.91	\$ 21.48	\$ 22.07	\$ 22.68	\$ 23.30
	BW	\$ 1,241.60	\$ 1,276.00	\$ 1,311.20	\$ 1,347.20	\$ 1,422.40	\$ 1,500.80	\$ 1,584.80	\$ 1,672.80	\$ 1,718.40	\$ 1,765.60	\$ 1,814.40	\$ 1,864.00
	YR	\$ 32,405	\$ 33,303	\$ 34,222	\$ 35,161	\$ 37,124	\$ 39,170	\$ 41,363	\$ 43,660	\$ 44,850	\$ 46,082	\$ 47,355	\$ 48,650
1581	HR	\$ 15.81	\$ 16.24	\$ 16.69	\$ 17.15	\$ 18.10	\$ 19.11	\$ 20.18	\$ 21.31	\$ 21.90	\$ 22.50	\$ 23.12	\$ 23.76
	BW	\$ 1,264.80	\$ 1,299.20	\$ 1,335.20	\$ 1,372.00	\$ 1,448.00	\$ 1,528.80	\$ 1,614.40	\$ 1,704.80	\$ 1,752.00	\$ 1,800.00	\$ 1,849.60	\$ 1,900.80
	YR	\$ 33,011	\$ 33,909	\$ 34,848	\$ 35,809	\$ 37,792	\$ 39,901	\$ 42,135	\$ 44,495	\$ 45,727	\$ 46,980	\$ 48,274	\$ 49,610
1627	HR	\$ 16.27	\$ 16.72	\$ 17.18	\$ 17.65	\$ 18.64	\$ 19.68	\$ 20.78	\$ 21.94	\$ 22.54	\$ 23.16	\$ 23.80	\$ 24.45
	BW	\$ 1,301.60	\$ 1,337.60	\$ 1,374.40	\$ 1,412.00	\$ 1,491.20	\$ 1,574.40	\$ 1,662.40	\$ 1,755.20	\$ 1,803.20	\$ 1,852.80	\$ 1,904.00	\$ 1,956.00
	YR	\$ 33,971	\$ 34,911	\$ 35,871	\$ 36,853	\$ 38,920	\$ 41,091	\$ 43,388	\$ 45,810	\$ 47,063	\$ 48,358	\$ 49,694	\$ 51,051
1641	HR	\$ 16.41	\$ 16.86	\$ 17.32	\$ 17.80	\$ 18.79	\$ 19.84	\$ 20.95	\$ 22.12	\$ 22.73	\$ 23.36	\$ 24.00	\$ 24.66
	BW	\$ 1,312.80	\$ 1,348.80	\$ 1,385.60	\$ 1,424.00	\$ 1,503.20	\$ 1,587.20	\$ 1,676.00	\$ 1,769.60	\$ 1,818.40	\$ 1,868.80	\$ 1,920.00	\$ 1,972.80
	YR	\$ 34,264	\$ 35,203	\$ 36,164	\$ 37,166	\$ 39,233	\$ 41,425	\$ 43,743	\$ 46,186	\$ 47,460	\$ 48,775	\$ 50,112	\$ 51,490
1810	HR	\$ 18.10	\$ 18.60	\$ 19.11	\$ 19.64	\$ 20.73	\$ 21.90	\$ 23.12	\$ 24.40	\$ 25.07	\$ 25.76	\$ 26.47	\$ 27.20
	BW	\$ 1,448.00	\$ 1,488.00	\$ 1,528.80	\$ 1,571.20	\$ 1,658.40	\$ 1,752.00	\$ 1,849.60	\$ 1,952.00	\$ 2,005.60	\$ 2,060.80	\$ 2,117.60	\$ 2,176.00
	YR	\$ 37,792	\$ 38,836	\$ 39,901	\$ 41,008	\$ 43,284	\$ 45,727	\$ 48,274	\$ 50,947	\$ 52,346	\$ 53,786	\$ 55,269	\$ 56,793

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**Appendix A**

**Operative on January 1, 2023**

<b>Range</b>		<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>	<b>8</b>	<b>9</b>	<b>10</b>	<b>11</b>	<b>12</b>
1911	HR	\$ 19.11	\$ 19.64	\$ 20.18	\$ 20.73	\$ 21.90	\$ 23.12	\$ 24.40	\$ 25.76	\$ 26.47	\$ 27.20	\$ 27.95	\$ 28.72
	BW	\$ 1,528.80	\$ 1,571.20	\$ 1,614.40	\$ 1,658.40	\$ 1,752.00	\$ 1,849.60	\$ 1,952.00	\$ 2,060.80	\$ 2,117.60	\$ 2,176.00	\$ 2,236.00	\$ 2,297.60
	YR	\$ 39,901	\$ 41,008	\$ 42,135	\$ 43,284	\$ 45,727	\$ 48,274	\$ 50,947	\$ 53,786	\$ 55,269	\$ 56,793	\$ 58,359	\$ 59,967
1929	HR	\$ 19.29	\$ 19.82	\$ 20.37	\$ 20.93	\$ 22.10	\$ 23.33	\$ 24.64	\$ 26.02	\$ 26.73	\$ 27.47	\$ 28.22	\$ 29.00
	BW	\$ 1,543.20	\$ 1,585.60	\$ 1,629.60	\$ 1,674.40	\$ 1,768.00	\$ 1,866.40	\$ 1,971.20	\$ 2,081.60	\$ 2,138.40	\$ 2,197.60	\$ 2,257.60	\$ 2,320.00
	YR	\$ 40,277	\$ 41,384	\$ 42,532	\$ 43,701	\$ 46,144	\$ 48,713	\$ 51,448	\$ 54,329	\$ 55,812	\$ 57,357	\$ 58,923	\$ 60,552
1966	HR	\$ 19.66	\$ 20.20	\$ 20.76	\$ 21.33	\$ 22.52	\$ 23.78	\$ 25.10	\$ 26.50	\$ 27.23	\$ 27.98	\$ 28.75	\$ 29.54
	BW	\$ 1,572.80	\$ 1,616.00	\$ 1,660.80	\$ 1,706.40	\$ 1,801.60	\$ 1,902.40	\$ 2,008.00	\$ 2,120.00	\$ 2,178.40	\$ 2,238.40	\$ 2,300.00	\$ 2,363.20
	YR	\$ 41,050	\$ 42,177	\$ 43,346	\$ 44,537	\$ 47,021	\$ 49,652	\$ 52,408	\$ 55,332	\$ 56,856	\$ 58,422	\$ 60,030	\$ 61,679
1984	HR	\$ 19.84	\$ 20.39	\$ 20.95	\$ 21.53	\$ 22.73	\$ 23.99	\$ 25.33	\$ 26.74	\$ 27.47	\$ 28.23	\$ 29.00	\$ 29.80
	BW	\$ 1,587.20	\$ 1,631.20	\$ 1,676.00	\$ 1,722.40	\$ 1,818.40	\$ 1,919.20	\$ 2,026.40	\$ 2,139.20	\$ 2,197.60	\$ 2,258.40	\$ 2,320.00	\$ 2,384.00
	YR	\$ 41,425	\$ 42,574	\$ 43,743	\$ 44,954	\$ 47,460	\$ 50,091	\$ 52,889	\$ 55,833	\$ 57,357	\$ 58,944	\$ 60,552	\$ 62,222
1989	HR	\$ 19.89	\$ 20.44	\$ 21.00	\$ 21.58	\$ 22.78	\$ 24.05	\$ 25.40	\$ 26.82	\$ 27.56	\$ 28.32	\$ 29.10	\$ 29.90
	BW	\$ 1,591.20	\$ 1,635.20	\$ 1,680.00	\$ 1,726.40	\$ 1,822.40	\$ 1,924.00	\$ 2,032.00	\$ 2,145.60	\$ 2,204.80	\$ 2,265.60	\$ 2,328.00	\$ 2,392.00
	YR	\$ 41,530	\$ 42,678	\$ 43,848	\$ 45,059	\$ 47,564	\$ 50,216	\$ 53,035	\$ 56,000	\$ 57,545	\$ 59,132	\$ 60,760	\$ 62,431
2004	HR	\$ 20.04	\$ 20.59	\$ 21.16	\$ 21.74	\$ 22.95	\$ 24.24	\$ 25.60	\$ 27.02	\$ 27.77	\$ 28.53	\$ 29.32	\$ 30.13
	BW	\$ 1,603.20	\$ 1,647.20	\$ 1,692.80	\$ 1,739.20	\$ 1,836.00	\$ 1,939.20	\$ 2,048.00	\$ 2,161.60	\$ 2,221.60	\$ 2,282.40	\$ 2,345.60	\$ 2,410.40
	YR	\$ 41,843	\$ 42,991	\$ 44,182	\$ 45,393	\$ 47,919	\$ 50,613	\$ 53,452	\$ 56,417	\$ 57,983	\$ 59,570	\$ 61,220	\$ 62,911
2065	HR	\$ 20.65	\$ 21.22	\$ 21.80	\$ 22.40	\$ 23.65	\$ 24.97	\$ 26.36	\$ 27.82	\$ 28.59	\$ 29.38	\$ 30.18	\$ 31.01
	BW	\$ 1,652.00	\$ 1,697.60	\$ 1,744.00	\$ 1,792.00	\$ 1,892.00	\$ 1,997.60	\$ 2,108.80	\$ 2,225.60	\$ 2,287.20	\$ 2,350.40	\$ 2,414.40	\$ 2,480.80
	YR	\$ 43,117	\$ 44,307	\$ 45,518	\$ 46,771	\$ 49,381	\$ 52,137	\$ 55,039	\$ 58,088	\$ 59,695	\$ 61,345	\$ 63,015	\$ 64,748
2086	HR	\$ 20.86	\$ 21.43	\$ 22.02	\$ 22.63	\$ 23.89	\$ 25.23	\$ 26.63	\$ 28.12	\$ 28.90	\$ 29.69	\$ 30.51	\$ 31.35
	BW	\$ 1,668.80	\$ 1,714.40	\$ 1,761.60	\$ 1,810.40	\$ 1,911.20	\$ 2,018.40	\$ 2,130.40	\$ 2,249.60	\$ 2,312.00	\$ 2,375.20	\$ 2,440.80	\$ 2,508.00
	YR	\$ 43,555	\$ 44,745	\$ 45,977	\$ 47,251	\$ 49,882	\$ 52,680	\$ 55,603	\$ 58,714	\$ 60,343	\$ 61,992	\$ 63,704	\$ 65,458
2106	HR	\$ 21.06	\$ 21.64	\$ 22.23	\$ 22.84	\$ 24.12	\$ 25.46	\$ 26.88	\$ 28.38	\$ 29.16	\$ 29.96	\$ 30.79	\$ 31.64
	BW	\$ 1,684.80	\$ 1,731.20	\$ 1,778.40	\$ 1,827.20	\$ 1,929.60	\$ 2,036.80	\$ 2,150.40	\$ 2,270.40	\$ 2,332.80	\$ 2,396.80	\$ 2,463.20	\$ 2,531.20
	YR	\$ 43,973	\$ 45,184	\$ 46,416	\$ 47,689	\$ 50,362	\$ 53,160	\$ 56,125	\$ 59,257	\$ 60,886	\$ 62,556	\$ 64,289	\$ 66,064
2134	HR	\$ 21.34	\$ 21.93	\$ 22.53	\$ 23.15	\$ 24.44	\$ 25.81	\$ 27.25	\$ 28.77	\$ 29.56	\$ 30.37	\$ 31.21	\$ 32.07
	BW	\$ 1,707.20	\$ 1,754.40	\$ 1,802.40	\$ 1,852.00	\$ 1,955.20	\$ 2,064.80	\$ 2,180.00	\$ 2,301.60	\$ 2,364.80	\$ 2,429.60	\$ 2,496.80	\$ 2,565.60
	YR	\$ 44,557	\$ 45,789	\$ 47,042	\$ 48,337	\$ 51,030	\$ 53,891	\$ 56,898	\$ 60,071	\$ 61,721	\$ 63,412	\$ 65,166	\$ 66,962
2141	HR	\$ 21.41	\$ 22.00	\$ 22.60	\$ 23.22	\$ 24.52	\$ 25.88	\$ 27.32	\$ 28.84	\$ 29.64	\$ 30.46	\$ 31.29	\$ 32.15
	BW	\$ 1,712.80	\$ 1,760.00	\$ 1,808.00	\$ 1,857.60	\$ 1,961.60	\$ 2,070.40	\$ 2,185.60	\$ 2,307.20	\$ 2,371.20	\$ 2,436.80	\$ 2,503.20	\$ 2,572.00
	YR	\$ 44,704	\$ 45,936	\$ 47,188	\$ 48,483	\$ 51,197	\$ 54,037	\$ 57,044	\$ 60,217	\$ 61,888	\$ 63,600	\$ 65,333	\$ 67,129
2203	HR	\$ 22.03	\$ 22.64	\$ 23.26	\$ 23.90	\$ 25.24	\$ 26.64	\$ 28.13	\$ 29.71	\$ 30.52	\$ 31.36	\$ 32.22	\$ 33.11
	BW	\$ 1,762.40	\$ 1,811.20	\$ 1,860.80	\$ 1,912.00	\$ 2,019.20	\$ 2,131.20	\$ 2,250.40	\$ 2,376.80	\$ 2,441.60	\$ 2,508.80	\$ 2,577.60	\$ 2,648.80
	YR	\$ 45,998	\$ 47,272	\$ 48,566	\$ 49,903	\$ 52,701	\$ 55,624	\$ 58,735	\$ 62,034	\$ 63,725	\$ 65,479	\$ 67,275	\$ 69,133

**MOU 03**

**Appendix A**

**Operative on January 1, 2023**

<b>Range</b>		<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>	<b>8</b>	<b>9</b>	<b>10</b>	<b>11</b>	<b>12</b>
2257	HR	\$ 22.57	\$ 23.19	\$ 23.83	\$ 24.49	\$ 25.85	\$ 27.29	\$ 28.81	\$ 30.41	\$ 31.25	\$ 32.11	\$ 32.99	\$ 33.90
	BW	\$ 1,805.60	\$ 1,855.20	\$ 1,906.40	\$ 1,959.20	\$ 2,068.00	\$ 2,183.20	\$ 2,304.80	\$ 2,432.80	\$ 2,500.00	\$ 2,568.80	\$ 2,639.20	\$ 2,712.00
	YR	\$ 47,126	\$ 48,420	\$ 49,757	\$ 51,135	\$ 53,974	\$ 56,981	\$ 60,155	\$ 63,496	\$ 65,250	\$ 67,045	\$ 68,883	\$ 70,783
2277	HR	\$ 22.77	\$ 23.40	\$ 24.04	\$ 24.70	\$ 26.08	\$ 27.54	\$ 29.07	\$ 30.69	\$ 31.54	\$ 32.41	\$ 33.30	\$ 34.22
	BW	\$ 1,821.60	\$ 1,872.00	\$ 1,923.20	\$ 1,976.00	\$ 2,086.40	\$ 2,203.20	\$ 2,325.60	\$ 2,455.20	\$ 2,523.20	\$ 2,592.80	\$ 2,664.00	\$ 2,737.60
	YR	\$ 47,543	\$ 48,859	\$ 50,195	\$ 51,573	\$ 54,455	\$ 57,503	\$ 60,698	\$ 64,080	\$ 65,855	\$ 67,672	\$ 69,530	\$ 71,451
2341	HR	\$ 23.41	\$ 24.05	\$ 24.72	\$ 25.40	\$ 26.82	\$ 28.32	\$ 29.90	\$ 31.56	\$ 32.43	\$ 33.32	\$ 34.24	\$ 35.18
	BW	\$ 1,872.80	\$ 1,924.00	\$ 1,977.60	\$ 2,032.00	\$ 2,145.60	\$ 2,265.60	\$ 2,392.00	\$ 2,524.80	\$ 2,594.40	\$ 2,665.60	\$ 2,739.20	\$ 2,814.40
	YR	\$ 48,880	\$ 50,216	\$ 51,615	\$ 53,035	\$ 56,000	\$ 59,132	\$ 62,431	\$ 65,897	\$ 67,713	\$ 69,572	\$ 71,493	\$ 73,455
2451	HR	\$ 24.51	\$ 25.18	\$ 25.88	\$ 26.59	\$ 28.07	\$ 29.63	\$ 31.29	\$ 33.03	\$ 33.94	\$ 34.87	\$ 35.83	\$ 36.82
	BW	\$ 1,960.80	\$ 2,014.40	\$ 2,070.40	\$ 2,127.20	\$ 2,245.60	\$ 2,370.40	\$ 2,503.20	\$ 2,642.40	\$ 2,715.20	\$ 2,789.60	\$ 2,866.40	\$ 2,945.60
	YR	\$ 51,176	\$ 52,575	\$ 54,037	\$ 55,519	\$ 58,610	\$ 61,867	\$ 65,333	\$ 68,966	\$ 70,866	\$ 72,808	\$ 74,813	\$ 76,880
2505	HR	\$ 25.05	\$ 25.74	\$ 26.45	\$ 27.18	\$ 28.69	\$ 30.29	\$ 31.98	\$ 33.76	\$ 34.69	\$ 35.64	\$ 36.62	\$ 37.63
	BW	\$ 2,004.00	\$ 2,059.20	\$ 2,116.00	\$ 2,174.40	\$ 2,295.20	\$ 2,423.20	\$ 2,558.40	\$ 2,700.80	\$ 2,775.20	\$ 2,851.20	\$ 2,929.60	\$ 3,010.40
	YR	\$ 52,304	\$ 53,745	\$ 55,227	\$ 56,751	\$ 59,904	\$ 63,245	\$ 66,774	\$ 70,490	\$ 72,432	\$ 74,416	\$ 76,462	\$ 78,571
2513	HR	\$ 25.13	\$ 25.82	\$ 26.53	\$ 27.26	\$ 28.78	\$ 30.38	\$ 32.08	\$ 33.87	\$ 34.80	\$ 35.76	\$ 36.74	\$ 37.75
	BW	\$ 2,010.40	\$ 2,065.60	\$ 2,122.40	\$ 2,180.80	\$ 2,302.40	\$ 2,430.40	\$ 2,566.40	\$ 2,709.60	\$ 2,784.00	\$ 2,860.80	\$ 2,939.20	\$ 3,020.00
	YR	\$ 52,471	\$ 53,912	\$ 55,394	\$ 56,918	\$ 60,092	\$ 63,433	\$ 66,983	\$ 70,720	\$ 72,662	\$ 74,666	\$ 76,713	\$ 78,822
2583	HR	\$ 25.83	\$ 26.54	\$ 27.27	\$ 28.02	\$ 29.58	\$ 31.24	\$ 32.97	\$ 34.81	\$ 35.77	\$ 36.75	\$ 37.76	\$ 38.80
	BW	\$ 2,066.40	\$ 2,123.20	\$ 2,181.60	\$ 2,241.60	\$ 2,366.40	\$ 2,499.20	\$ 2,637.60	\$ 2,784.80	\$ 2,861.60	\$ 2,940.00	\$ 3,020.80	\$ 3,104.00
	YR	\$ 53,933	\$ 55,415	\$ 56,939	\$ 58,505	\$ 61,763	\$ 65,229	\$ 68,841	\$ 72,683	\$ 74,687	\$ 76,734	\$ 78,842	\$ 81,014
2587	HR	\$ 25.87	\$ 26.58	\$ 27.31	\$ 28.06	\$ 29.62	\$ 31.28	\$ 33.02	\$ 34.86	\$ 35.82	\$ 36.81	\$ 37.82	\$ 38.86
	BW	\$ 2,069.60	\$ 2,126.40	\$ 2,184.80	\$ 2,244.80	\$ 2,369.60	\$ 2,502.40	\$ 2,641.60	\$ 2,788.80	\$ 2,865.60	\$ 2,944.80	\$ 3,025.60	\$ 3,108.80
	YR	\$ 54,016	\$ 55,499	\$ 57,023	\$ 58,589	\$ 61,846	\$ 65,312	\$ 68,945	\$ 72,787	\$ 74,792	\$ 76,859	\$ 78,968	\$ 81,139
2624	HR	\$ 26.24	\$ 26.96	\$ 27.70	\$ 28.46	\$ 30.04	\$ 31.72	\$ 33.49	\$ 35.36	\$ 36.33	\$ 37.33	\$ 38.36	\$ 39.41
	BW	\$ 2,099.20	\$ 2,156.80	\$ 2,216.00	\$ 2,276.80	\$ 2,403.20	\$ 2,537.60	\$ 2,679.20	\$ 2,828.80	\$ 2,906.40	\$ 2,986.40	\$ 3,068.80	\$ 3,152.80
	YR	\$ 54,789	\$ 56,292	\$ 57,837	\$ 59,424	\$ 62,723	\$ 66,231	\$ 69,927	\$ 73,831	\$ 75,857	\$ 77,945	\$ 80,095	\$ 82,288
2638	HR	\$ 26.38	\$ 27.11	\$ 27.85	\$ 28.62	\$ 30.21	\$ 31.89	\$ 33.67	\$ 35.55	\$ 36.53	\$ 37.53	\$ 38.57	\$ 39.63
	BW	\$ 2,110.40	\$ 2,168.80	\$ 2,228.00	\$ 2,289.60	\$ 2,416.80	\$ 2,551.20	\$ 2,693.60	\$ 2,844.00	\$ 2,922.40	\$ 3,002.40	\$ 3,085.60	\$ 3,170.40
	YR	\$ 55,081	\$ 56,605	\$ 58,150	\$ 59,758	\$ 63,078	\$ 66,586	\$ 70,302	\$ 74,228	\$ 76,274	\$ 78,362	\$ 80,534	\$ 82,747
2656	HR	\$ 26.56	\$ 27.29	\$ 28.04	\$ 28.81	\$ 30.41	\$ 32.11	\$ 33.90	\$ 35.79	\$ 36.77	\$ 37.78	\$ 38.82	\$ 39.89
	BW	\$ 2,124.80	\$ 2,183.20	\$ 2,243.20	\$ 2,304.80	\$ 2,432.80	\$ 2,568.80	\$ 2,712.00	\$ 2,863.20	\$ 2,941.60	\$ 3,022.40	\$ 3,105.60	\$ 3,191.20
	YR	\$ 55,457	\$ 56,981	\$ 58,547	\$ 60,155	\$ 63,496	\$ 67,045	\$ 70,783	\$ 74,729	\$ 76,775	\$ 78,884	\$ 81,056	\$ 83,290
2664	HR	\$ 26.64	\$ 27.37	\$ 28.13	\$ 28.90	\$ 30.52	\$ 32.22	\$ 34.02	\$ 35.92	\$ 36.91	\$ 37.93	\$ 38.97	\$ 40.04
	BW	\$ 2,131.20	\$ 2,189.60	\$ 2,250.40	\$ 2,312.00	\$ 2,441.60	\$ 2,577.60	\$ 2,721.60	\$ 2,873.60	\$ 2,952.80	\$ 3,034.40	\$ 3,117.60	\$ 3,203.20
	YR	\$ 55,624	\$ 57,148	\$ 58,735	\$ 60,343	\$ 63,725	\$ 67,275	\$ 71,033	\$ 75,000	\$ 77,068	\$ 79,197	\$ 81,369	\$ 83,603

**MOU 03**

**Appendix A**

**Operative on January 1, 2023**

<b>Range</b>		<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>	<b>8</b>	<b>9</b>	<b>10</b>	<b>11</b>	<b>12</b>
2706	HR	\$ 27.06	\$ 27.80	\$ 28.57	\$ 29.36	\$ 30.99	\$ 32.72	\$ 34.54	\$ 36.47	\$ 37.47	\$ 38.50	\$ 39.56	\$ 40.65
	BW	\$ 2,164.80	\$ 2,224.00	\$ 2,285.60	\$ 2,348.80	\$ 2,479.20	\$ 2,617.60	\$ 2,763.20	\$ 2,917.60	\$ 2,997.60	\$ 3,080.00	\$ 3,164.80	\$ 3,252.00
	YR	\$ 56,501	\$ 58,046	\$ 59,654	\$ 61,303	\$ 64,707	\$ 68,319	\$ 72,119	\$ 76,149	\$ 78,237	\$ 80,388	\$ 82,601	\$ 84,877
2716	HR	\$ 27.16	\$ 27.91	\$ 28.67	\$ 29.46	\$ 31.10	\$ 32.84	\$ 34.67	\$ 36.60	\$ 37.61	\$ 38.64	\$ 39.71	\$ 40.80
	BW	\$ 2,172.80	\$ 2,232.80	\$ 2,293.60	\$ 2,356.80	\$ 2,488.00	\$ 2,627.20	\$ 2,773.60	\$ 2,928.00	\$ 3,008.80	\$ 3,091.20	\$ 3,176.80	\$ 3,264.00
	YR	\$ 56,710	\$ 58,276	\$ 59,862	\$ 61,512	\$ 64,936	\$ 68,569	\$ 72,390	\$ 76,420	\$ 78,529	\$ 80,680	\$ 82,914	\$ 85,190
2726	HR	\$ 27.26	\$ 28.01	\$ 28.78	\$ 29.57	\$ 31.22	\$ 32.95	\$ 34.79	\$ 36.73	\$ 37.74	\$ 38.78	\$ 39.84	\$ 40.94
	BW	\$ 2,180.80	\$ 2,240.80	\$ 2,302.40	\$ 2,365.60	\$ 2,497.60	\$ 2,636.00	\$ 2,783.20	\$ 2,938.40	\$ 3,019.20	\$ 3,102.40	\$ 3,187.20	\$ 3,275.20
	YR	\$ 56,918	\$ 58,484	\$ 60,092	\$ 61,742	\$ 65,187	\$ 68,799	\$ 72,641	\$ 76,692	\$ 78,801	\$ 80,972	\$ 83,185	\$ 85,482
2732	HR	\$ 27.32	\$ 28.07	\$ 28.84	\$ 29.63	\$ 31.29	\$ 33.03	\$ 34.87	\$ 36.82	\$ 37.83	\$ 38.87	\$ 39.94	\$ 41.04
	BW	\$ 2,185.60	\$ 2,245.60	\$ 2,307.20	\$ 2,370.40	\$ 2,503.20	\$ 2,642.40	\$ 2,789.60	\$ 2,945.60	\$ 3,026.40	\$ 3,109.60	\$ 3,195.20	\$ 3,283.20
	YR	\$ 57,044	\$ 58,610	\$ 60,217	\$ 61,867	\$ 65,333	\$ 68,966	\$ 72,808	\$ 76,880	\$ 78,989	\$ 81,160	\$ 83,394	\$ 85,691
2740	HR	\$ 27.40	\$ 28.15	\$ 28.93	\$ 29.73	\$ 31.38	\$ 33.13	\$ 34.98	\$ 36.93	\$ 37.94	\$ 38.98	\$ 40.06	\$ 41.16
	BW	\$ 2,192.00	\$ 2,252.00	\$ 2,314.40	\$ 2,378.40	\$ 2,510.40	\$ 2,650.40	\$ 2,798.40	\$ 2,954.40	\$ 3,035.20	\$ 3,118.40	\$ 3,204.80	\$ 3,292.80
	YR	\$ 57,211	\$ 58,777	\$ 60,405	\$ 62,076	\$ 65,521	\$ 69,175	\$ 73,038	\$ 77,109	\$ 79,218	\$ 81,390	\$ 83,645	\$ 85,942
2857	HR	\$ 28.57	\$ 29.36	\$ 30.16	\$ 30.99	\$ 32.72	\$ 34.54	\$ 36.47	\$ 38.50	\$ 39.56	\$ 40.65	\$ 41.77	\$ 42.92
	BW	\$ 2,285.60	\$ 2,348.80	\$ 2,412.80	\$ 2,479.20	\$ 2,617.60	\$ 2,763.20	\$ 2,917.60	\$ 3,080.00	\$ 3,164.80	\$ 3,252.00	\$ 3,341.60	\$ 3,433.60
	YR	\$ 59,654	\$ 61,303	\$ 62,974	\$ 64,707	\$ 68,319	\$ 72,119	\$ 76,149	\$ 80,388	\$ 82,601	\$ 84,877	\$ 87,215	\$ 89,616
2876	HR	\$ 28.76	\$ 29.55	\$ 30.36	\$ 31.19	\$ 32.93	\$ 34.77	\$ 36.71	\$ 38.76	\$ 39.82	\$ 40.92	\$ 42.04	\$ 43.20
	BW	\$ 2,300.80	\$ 2,364.00	\$ 2,428.80	\$ 2,495.20	\$ 2,634.40	\$ 2,781.60	\$ 2,936.80	\$ 3,100.80	\$ 3,185.60	\$ 3,273.60	\$ 3,363.20	\$ 3,456.00
	YR	\$ 60,050	\$ 61,700	\$ 63,391	\$ 65,124	\$ 68,757	\$ 72,599	\$ 76,650	\$ 80,930	\$ 83,144	\$ 85,440	\$ 87,779	\$ 90,201
2883	HR	\$ 28.83	\$ 29.62	\$ 30.44	\$ 31.28	\$ 33.02	\$ 34.86	\$ 36.81	\$ 38.86	\$ 39.93	\$ 41.03	\$ 42.16	\$ 43.32
	BW	\$ 2,306.40	\$ 2,369.60	\$ 2,435.20	\$ 2,502.40	\$ 2,641.60	\$ 2,788.80	\$ 2,944.80	\$ 3,108.80	\$ 3,194.40	\$ 3,282.40	\$ 3,372.80	\$ 3,465.60
	YR	\$ 60,197	\$ 61,846	\$ 63,558	\$ 65,312	\$ 68,945	\$ 72,787	\$ 76,859	\$ 81,139	\$ 83,373	\$ 85,670	\$ 88,030	\$ 90,452
2894	HR	\$ 28.94	\$ 29.74	\$ 30.55	\$ 31.39	\$ 33.14	\$ 34.99	\$ 36.94	\$ 38.99	\$ 40.07	\$ 41.17	\$ 42.30	\$ 43.46
	BW	\$ 2,315.20	\$ 2,379.20	\$ 2,444.00	\$ 2,511.20	\$ 2,651.20	\$ 2,799.20	\$ 2,955.20	\$ 3,119.20	\$ 3,205.60	\$ 3,293.60	\$ 3,384.00	\$ 3,476.80
	YR	\$ 60,426	\$ 62,097	\$ 63,788	\$ 65,542	\$ 69,196	\$ 73,059	\$ 77,130	\$ 81,411	\$ 83,666	\$ 85,962	\$ 88,322	\$ 90,744
2897	HR	\$ 28.97	\$ 29.77	\$ 30.59	\$ 31.43	\$ 33.19	\$ 35.04	\$ 36.99	\$ 39.06	\$ 40.13	\$ 41.23	\$ 42.37	\$ 43.54
	BW	\$ 2,317.60	\$ 2,381.60	\$ 2,447.20	\$ 2,514.40	\$ 2,655.20	\$ 2,803.20	\$ 2,959.20	\$ 3,124.80	\$ 3,210.40	\$ 3,298.40	\$ 3,389.60	\$ 3,483.20
	YR	\$ 60,489	\$ 62,159	\$ 63,871	\$ 65,625	\$ 69,300	\$ 73,163	\$ 77,235	\$ 81,557	\$ 83,791	\$ 86,088	\$ 88,468	\$ 90,911
2905	HR	\$ 29.05	\$ 29.85	\$ 30.67	\$ 31.51	\$ 33.27	\$ 35.13	\$ 37.09	\$ 39.16	\$ 40.23	\$ 41.34	\$ 42.47	\$ 43.64
	BW	\$ 2,324.00	\$ 2,388.00	\$ 2,453.60	\$ 2,520.80	\$ 2,661.60	\$ 2,810.40	\$ 2,967.20	\$ 3,132.80	\$ 3,218.40	\$ 3,307.20	\$ 3,397.60	\$ 3,491.20
	YR	\$ 60,656	\$ 62,326	\$ 64,038	\$ 65,792	\$ 69,467	\$ 73,351	\$ 77,443	\$ 81,766	\$ 84,000	\$ 86,317	\$ 88,677	\$ 91,120
2925	HR	\$ 29.25	\$ 30.05	\$ 30.88	\$ 31.73	\$ 33.50	\$ 35.37	\$ 37.34	\$ 39.43	\$ 40.51	\$ 41.62	\$ 42.77	\$ 43.95
	BW	\$ 2,340.00	\$ 2,404.00	\$ 2,470.40	\$ 2,538.40	\$ 2,680.00	\$ 2,829.60	\$ 2,987.20	\$ 3,154.40	\$ 3,240.80	\$ 3,329.60	\$ 3,421.60	\$ 3,516.00
	YR	\$ 61,074	\$ 62,744	\$ 64,477	\$ 66,252	\$ 69,948	\$ 73,852	\$ 77,965	\$ 82,329	\$ 84,584	\$ 86,902	\$ 89,303	\$ 91,767

**MOU 03**

**Appendix A**

**Operative on January 1, 2023**

<b>Range</b>		<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>	<b>8</b>	<b>9</b>	<b>10</b>	<b>11</b>	<b>12</b>
3042	HR	\$ 30.42	\$ 31.26	\$ 32.12	\$ 33.00	\$ 34.84	\$ 36.78	\$ 38.84	\$ 41.01	\$ 42.14	\$ 43.30	\$ 44.49	\$ 45.71
	BW	\$ 2,433.60	\$ 2,500.80	\$ 2,569.60	\$ 2,640.00	\$ 2,787.20	\$ 2,942.40	\$ 3,107.20	\$ 3,280.80	\$ 3,371.20	\$ 3,464.00	\$ 3,559.20	\$ 3,656.80
	YR	\$ 63,516	\$ 65,270	\$ 67,066	\$ 68,904	\$ 72,745	\$ 76,796	\$ 81,097	\$ 85,628	\$ 87,988	\$ 90,410	\$ 92,895	\$ 95,442
3112	HR	\$ 31.12	\$ 31.98	\$ 32.86	\$ 33.76	\$ 35.64	\$ 37.63	\$ 39.72	\$ 41.94	\$ 43.10	\$ 44.29	\$ 45.50	\$ 46.75
	BW	\$ 2,489.60	\$ 2,558.40	\$ 2,628.80	\$ 2,700.80	\$ 2,851.20	\$ 3,010.40	\$ 3,177.60	\$ 3,355.20	\$ 3,448.00	\$ 3,543.20	\$ 3,640.00	\$ 3,740.00
	YR	\$ 64,978	\$ 66,774	\$ 68,611	\$ 70,490	\$ 74,416	\$ 78,571	\$ 82,935	\$ 87,570	\$ 89,992	\$ 92,477	\$ 95,004	\$ 97,614
3206	HR	\$ 32.06	\$ 32.94	\$ 33.85	\$ 34.78	\$ 36.72	\$ 38.77	\$ 40.93	\$ 43.21	\$ 44.39	\$ 45.61	\$ 46.87	\$ 48.16
	BW	\$ 2,564.80	\$ 2,635.20	\$ 2,708.00	\$ 2,782.40	\$ 2,937.60	\$ 3,101.60	\$ 3,274.40	\$ 3,456.80	\$ 3,551.20	\$ 3,648.80	\$ 3,749.60	\$ 3,852.80
	YR	\$ 66,941	\$ 68,778	\$ 70,678	\$ 72,620	\$ 76,671	\$ 80,951	\$ 85,461	\$ 90,222	\$ 92,686	\$ 95,233	\$ 97,864	\$ 100,558
3292	HR	\$ 32.92	\$ 33.83	\$ 34.76	\$ 35.72	\$ 37.71	\$ 39.82	\$ 42.04	\$ 44.38	\$ 45.60	\$ 46.85	\$ 48.14	\$ 49.46
	BW	\$ 2,633.60	\$ 2,706.40	\$ 2,780.80	\$ 2,857.60	\$ 3,016.80	\$ 3,185.60	\$ 3,363.20	\$ 3,550.40	\$ 3,648.00	\$ 3,748.00	\$ 3,851.20	\$ 3,956.80
	YR	\$ 68,736	\$ 70,637	\$ 72,578	\$ 74,583	\$ 78,738	\$ 83,144	\$ 87,779	\$ 92,665	\$ 95,212	\$ 97,822	\$ 100,516	\$ 103,272
3547	HR	\$ 35.47	\$ 36.45	\$ 37.45	\$ 38.48	\$ 40.63	\$ 42.89	\$ 45.28	\$ 47.81	\$ 49.12	\$ 50.47	\$ 51.86	\$ 53.29
	BW	\$ 2,837.60	\$ 2,916.00	\$ 2,996.00	\$ 3,078.40	\$ 3,250.40	\$ 3,431.20	\$ 3,622.40	\$ 3,824.80	\$ 3,929.60	\$ 4,037.60	\$ 4,148.80	\$ 4,263.20
	YR	\$ 74,061	\$ 76,107	\$ 78,195	\$ 80,346	\$ 84,835	\$ 89,554	\$ 94,544	\$ 99,827	\$ 102,562	\$ 105,381	\$ 108,283	\$ 111,269

## APPENDIX B

### SALARY NOTES

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

- A. Notwithstanding Section 4.61, Salary Notes Applicable to the Library Department, Note 5 and Section 4.92(f)(2), Salary Step Advancement, the initial salary step advancement for a part-time employee (half-time, but less than full-time) exempted from Civil Service provisions by Charter Section 1001(d)(4) in a position compensated on salary range shall be in the payroll period following the completion of 1,040 regular paid hours and twelve months of service. Each subsequent step advancement shall be in the payroll period following the completion of 1,040 additional regular paid hours and one (1) additional year of service. Hours of service in excess of those required for step advancement in a 12-month time period shall be carried forward for credit in the next 12-month time period.
- B. Any employee in the class of Community and Administrative Support Worker I, Code 1112, shall be paid at the appropriate minimum wage as set forth by the Federal, State, or local Government, whichever is higher.

In accordance with City Ordinance No. 184320 (Los Angeles Minimum Wage Ordinance), effective on July 1, 2019, the hourly wage shall be \$14.25, and effective on July 1, 2020, the hourly wage shall be \$15.00 for the Community and Administrative Support Worker I, Class Code 1112.

Any employee in the class of Community and Administrative Support Worker I, Class Code 1112, in the Department of Aging, who is a Program Monitor Trainee enrolled in the Senior Community Service Employment Program, shall receive additional compensation at the rate of \$2.00 per hour above the employee's salary range prescribed for the employee's class.

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

- C. One (1) employee in the class of Wharfinger I, Class Code 1190-1, who is assigned the duties of translating manifests and/or bills of lading received in Spanish to the English language, shall receive compensation while so assigned, at the second premium level rate (5.5%) above the employee's step rate of the salary range prescribed for the employee's class. This compensation is pensionable.
- D. The salary range for the class of Senior Administrative Clerk III, Class Code 1368-3, includes full compensation for night shift differentials, all time worked on holidays listed in Section A(1 through 13) of Article 31, and effective July 7, 2019, one (1) unspecified holiday. Any person in the class of Senior Administrative Clerk, Class Code 1368, filling a position of Senior Administrative Clerk III, Class Code 1368-3,

either from reassignment from within the Harbor Department or transfer from any other City Department shall retain the employee's present salary step and anniversary date upon such appointment. This compensation is pensionable. Effective July 7, 2019, the employee will receive one (1) unspecified holiday each calendar year for their use in accordance with Section M of Article 31.

- E. Any employee in the class of Communications Information Representative III, Class Code 1461-3, or Senior Administrative Clerk III, Class Code 1368-3, who is assigned as a Port Pilot Dispatcher, shall receive additional compensation at the second premium level rate (5.5%) above the salary range prescribed for the Senior Administrative Clerk III class at the employee's step level. In addition, the employee will be compensated for each hour of work in excess of 80 hours in a pay period at the overtime rate of one and one-half (1.5) of the employee's regular rate of pay. This compensation is pensionable.
- F. Any employee in the class of Communications Information Representative III, Class Code 1461-3, or Senior Administrative Clerk III, Class Code 1368-3, who is assigned as a Port Police Dispatcher, shall receive additional compensation at the second premium level rate (5.5%) above the salary range prescribed for the Senior Administrative Clerk III class at the employee's step level. In addition, the employee will be compensated for each hour of work in excess of 40 hours in a workweek, including all absences with pay authorized by law, at the overtime rate of one and one-half (1.5) hours of the employee's regular rate of pay. This compensation is pensionable.
- G. Effective July 8, 2018, any employee in the class and pay grade of Communications Information Representative III, Class Code 1461-3, who is assigned as a Port Pilot Dispatcher, shall receive compensation, which includes full compensation for night shift differentials, all time worked on holidays listed in Section A(1 through 13) of Article 31, and effective July 7, 2019, one (1) unspecified holiday, at the salary range prescribed for the class and pay grade of Senior Administrative Clerk III, Class Code 1368-3, which includes full compensation for night shift differentials, all time worked on holidays listed in Section A(1 through 13) of Article 31, and effective July 7, 2019, one (1) unspecified holiday. The CIR employee shall retain their present salary step and anniversary date. This compensation is pensionable. Effective July 7, 2019, the employee will receive one (1) unspecified holiday each calendar year for their use in accordance with Section M of Article 31.
- H. Effective July 8, 2018, any employee in the class and pay grade of Communications Information Representative (CIR) III, Class Code 1461-3, who is assigned as a Port Police Dispatcher, shall receive compensation, which includes full compensation for night shift differentials, all time worked on holidays listed in Section A(1 through 13) of Article 31, and effective July 7, 2019, one (1) unspecified holiday, at the salary range prescribed for the class and pay grade of Senior Administrative Clerk III, Class Code 1368-3, which includes full

compensation for night shift differentials, all time worked on holidays listed in Section A(1 through 13) of Article 31, and effective July 7, 2019, one (1) unspecified holiday. The CIR employee shall retain their present salary step and anniversary date. This compensation is pensionable. Effective July 7, 2019, the employee will receive one (1) unspecified holiday each calendar year for their use in accordance with Section M of Article 31.

- I. Effective July 8, 2018, any employee in the class of Communications Information Representative III, Class Code 1461-3, or Senior Administrative Clerks III, Class Code 1368-3, who is assigned as a Port Pilot Dispatcher or Port Police Dispatcher and is required to train new employees at least 50% of the time in any one day, shall receive additional compensation at the second premium level rate (5.5%) above the salary range prescribed for the Senior Administrative Clerk III class at the employee's step level for each day so assigned. This compensation is non-pensionable.
- J. Effective July 8, 2018, any employee in the class of Wharfinger, Class Code 1190, who is assigned by Management to facilitate and/or supervise film inquiries with production companies at least 50% of the time in any one day, shall receive additional compensation at the first premium level rate (2.75%) above the employee's step rate of the salary range prescribed for the employee's class for each day so assigned. This compensation is non-pensionable.

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

- K. Any employee in the class of Administrative Clerk, Class Code 1358, or Office Services Assistant, Class Code 1360, who is assigned duties as a cashier in the Office of Finance for at least 80% of the employee's time in any one day, shall receive additional compensation at the fourth premium level rate (11%) above the employee's step rate of the salary range prescribed for the employee's class. This compensation is non-pensionable.
- L. Any employee in the class of Administrative Clerk, Class Code 1358, Office Services Assistant, Class Code 1360, Senior Administrative Clerk, Class Code 1368, or Tax Renewal Assistant II, III, or IV, Class Code 1356-2, 1356-3, or 1356-4, who is assigned by Management to provide direct services to taxpayers in the Office of Finance for at least 50% of the employee's time in any one day at a public counter, in the Contact Center, or Citywide Collections, shall receive salary at the second premium level rate (5.5%) above the employee's step rate of the salary range prescribed for the employee's class for each day so assigned. Direct services involve real-time communications either in person or via the telephone performing duties: establishing and processing new, renewal, change or cancellation of business tax accounts and permits and/or advising applicants or taxpayers concerning the interpretation and application of ordinances and government codes which pertain to the classification and issuance of business tax certificates, licenses or permits. This compensation is non-pensionable.

- M. Effective January 6, 2019, any employee in the class of Customer Service Specialist, Class Code 1229, who is regularly assigned to the Customer Support Division, Office of Finance, shall receive additional compensation at the second premium level rate (5.5%) above the employee's step rate of the salary range prescribed for the employee's class. This compensation is pensionable.
- N. Effective January 6, 2019, any employee in the class of Customer Service Specialist, Class Code 1229, who is assigned to the Cannabis Regulation Support Public Counter Unit, Office of Finance, shall receive additional compensation at the second premium level rate (5.5%) above the employee's step rate of the salary range prescribed for the employee's class. When regularly assigned, this compensation is pensionable. When assigned on a daily basis, this compensation is non-pensionable.

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

- O. Any employee in the class of Communications Information Representative III, Class Code 1461-3, who is assigned to a safety dispatch function in the Police Department and is required to train new employees at least 50% of the employee's time in any one day, shall receive additional compensation at the first premium level rate (2.75%) above the employee's step rate of the salary range prescribed for the employee's class for each day so assigned. This compensation is non-pensionable.
- P. Any employee in the class of Senior Administrative Clerk, Class Code 1368, who is regularly assigned to the Records and Identification Division or Training Division, Operations Support Unit, and is regularly assigned to operate a remote data entry and recall system (e.g., Video 370 CRT), shall receive additional compensation at the first premium level rate (2.75%) above the employee's step rate of the salary range prescribed for the employee's class. This compensation is pensionable.
- Q. Any employee in the class of Senior Administrative Clerk, Class Code 1368, who is regularly assigned to the Criminal History Section, Report Services Section, or Vehicle Warrant Section, of the Records and Identification Division, shall receive additional compensation at the second premium level rate (5.5%) above the employee's step rate of the salary range prescribed for the employee's class to equal a third premium level rate (8.25%) total additional compensation in combination with Salary Note P. This compensation is pensionable.
- R. Any employee in the class of Administrative Clerk, Class Code 1358, Office Services Assistant, Class Code 1360, or Senior Administrative Clerk, Class Code 1368, who is regularly assigned to an Area Records Unit or the Personnel Records Section of the Personnel Division, shall receive additional compensation at the third premium level rate (8.25%) above the employee's step rate of the salary range prescribed for the employee's class. This compensation is pensionable.

- S. Any employee in the class and pay grade of Police Service Representative II or III, Class Code 2207-2 or 2207-3, when assigned (permanent or temporary) to the Communications Division shall be eligible for one (1) Dispatch Floor additional compensation, as follows:
1. Any employee with more than five (5) years of aggregate service in the Communications Division shall receive additional compensation at the second premium level rate (5.5%) above the employee's step rate of the salary range prescribed for the employee's class and pay grade. However, absences from Communications Division that are contiguous to, and in excess of, seven consecutive deployment periods shall be excluded from the qualifying service time and must be made up before being eligible to receive this compensation. (Absences include paid or unpaid time off due to family/medical leave, sick leave, IOD/Workers' Compensation, jury duty, military leave, and personal leaves of absence.) This compensation is pensionable.
  2. Any employees with more than seven (7) years of aggregate service in the Communications Division shall receive additional compensation at the third premium level rate (8.25%) above the employee's step rate of the salary range prescribed for the employee's class and pay grade. However, absences from Communications Division that are contiguous to, and in excess of, seven consecutive deployment periods shall be excluded from the qualifying service time (during the sixth and seventh years) and must be made up before being eligible to receive this compensation. (Absences include paid or unpaid time off due to family/medical leave, sick leave, IOD/Workers' Compensation, jury duty, military leave, and personal leaves of absence.) This compensation is pensionable.
  3. Any employee with more than nine (9) years of aggregate service in the Communications Division shall receive additional compensation at the fourth premium level rate (11%) above the employee's step rate of the salary range prescribed for the employee's class and pay grade. However, absences from Communications Division that are contiguous to, and in excess of, seven consecutive deployment periods shall be excluded from the qualifying service time (during the eighth and ninth years) and must be made up before being eligible to receive this compensation. (Absences include paid or unpaid time off due to family/medical leave, sick leave, IOD/Workers' Compensation, jury duty, military leave, and personal leaves of absence.) This compensation is pensionable.
- T-1. Any employee in the class of Police Service Representative (PSR), Class Code 2207, who is assigned to the Emergency Board in the Metro Communications Dispatch Center or Valley Communications Dispatch Center, Communications Division, who communicates with the public in the Spanish language, shall receive

additional compensation at the first premium level rate (2.75%) above the employee's step rate of the salary range prescribed for the employee's class, in addition to any other compensation provided to the employee under the provisions of Section 4.84 of the LAAC. This compensation is pensionable.

T-2. Any employee in the class of Police Service Representative (PSR), Class Code 2207, who is assigned to the Metro Communications Dispatch Center (MCDC) or Valley Communications Dispatch Center (VCDC), Communications Division, shall be eligible for additional compensation, as follows:

1. Any employee assigned to the MCDC or VCDC, who, prior to July 5, 1995, received additional compensation at the first premium level rate (2.75%) above the employee's step rate of the salary range prescribed for the employee's class for the training of citizen volunteers who communicate in the Spanish language, and who is still employed as a PSR in the MCDC or VCDC, shall continue to receive that one premium level rate (2.75%) compensation. Further, any employee hired into the class of PSR, Class Code 2207, for that purpose prior to July 5, 1995, shall also continue to receive that one premium level rate (2.75%) compensation.
2. Employees hired into the class of PSR, Class Code 2207, subsequent to July 5, 1995, will not be eligible for the additional compensation provided under this note.
3. All employees who receive the additional compensation under this note shall be considered to be on call for as-needed training of citizen volunteers and shall not qualify for any other additional compensation for that duty. This compensation is pensionable.

U. Effective January 6, 2019, any employee in the class and pay grade of Police Service Representative I, II, or III, Class Code 2207-1, 2207-2, or 2207-3, when assigned to work in one (1) of the following eligible units within the Communications Division in any one day, shall receive additional compensation for "hours worked" in the eligible unit at the second premium level rate (5.5%) above the employee's step rate of the salary range prescribed for the employee's class, under the following conditions:

1. Employee must be assigned to one (1) of the following eligible units: 911, 912, 914, ATO, AUX BCC, BCC, Off-Site RTO (a tactical dispatch to a Command Post, unusual occurrence, or significant event, as authorized by the Commanding Officer or designee of the Communications Division), RTO, RTOTO, Watch Commander Aide, or similar plug-in duty; and
2. Employee must be "fully qualified" in all eligible units, as certified by the Commanding Officer or designee of the Communications Division, to receive this compensation.

This compensation is non-pensionable and is to be paid daily for "hours worked" while in the above eligible units.

- V. Three employees in the class of Senior Administrative Clerk, Class Code 1368, who are assigned to the Training Division and are required to train department personnel in the use of automated systems, shall each receive additional compensation at the second premium level rate (5.5%) above the employee's step rate of the salary range prescribed for the employee's class. This compensation is pensionable.
- W. Notwithstanding Section 4.91 of the LAAC, any employee, who after having occupied a position in the class of Police Service Representative (PSR), Class Code 2207, for less than one (1) year is assigned or appointed to a position in a class covered by this MOU in a lower salary range than PSR, shall upon such assignment or appointment be entitled to receive compensation at the step to which the employee would have been eligible had the employee not occupied a position in the class of PSR.
- X. Any employee in the class of Fingerprint Identification Expert, Class Code 1157, who possesses a current Tenprint Examiner Certification issued by the International Association of Identification, shall receive additional compensation at a fixed rate of \$15.00 biweekly. This compensation shall commence at the beginning of the payroll period next succeeding the date the employee presents satisfactory proof of certification to the appointing authority. This compensation is non-pensionable.

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

- Y. Any employee in the class of Administrative Clerk, Class Code 1358, or Office Services Assistant, Class Code 1360, who is regularly assigned to process requests for service, or who is assigned to process requests for service more than 50% of the employee's time in any one day, in the Service Request Section of the Bureau of Street Services, shall receive additional compensation at the employee's step rate of the salary range prescribed for Communications Information Representative II, Class Code 1461-2. When regularly assigned, this bonus is pensionable. When assigned on an hourly or daily basis, this compensation is non-pensionable.
- Z. Any employee in the class of Administrative Clerk, Class Code 1358, or Office Services Assistant, Class Code 1360, who is regularly assigned to process requests for service, or who is assigned to process requests for service more than 50% of the employee's time in any one day through the 800 Hotline phone number within the Customer Care Division of the Bureau of Sanitation, shall receive additional compensation at the employee's step rate of the salary range prescribed

for Communications Information Representative II, Class Code 1461-2. When regularly assigned, this compensation is pensionable. When assigned on an hourly or daily basis, this compensation is non-pensionable.

- AA. Any employee in the class of Administrative Clerk, Class Code 1358, or Office Services Assistant, Class Code 1360, who is regularly assigned to process requests for service, or who is assigned to review and make determinations of sewer adjustment requests or who is assigned to review and make determinations of sewer adjustment requests for service more than 50% of the employee's time in any one day in the Sewer Service Charge (SSC) Billing Adjustment Units (Financial Management Division) of the Bureau of Sanitation, shall receive additional compensation at the employee's step rate of the salary range prescribed for Communications Information Representative II, Class Code 1461-2. When regularly assigned, this compensation is pensionable. When assigned on an hourly or daily basis, this compensation is non-pensionable.
- BB. Any employee in the class of Senior Administrative Clerk, Class Code 1368, who is regularly assigned to supervise and process requests for service or who is assigned to supervise and process requests for service more than 50% of the employee's time in any one day in the Service Request Section of the Bureau of Street Services, shall receive additional compensation at the fifth premium level rate (13.75%) above the employee's step rate of the salary range prescribed for the employee's class. When regularly assigned, this compensation is pensionable. When assigned on an hourly or daily basis, this compensation is non-pensionable.
- CC. Any employee in the class of Senior Administrative Clerk, Class Code 1368, who is regularly assigned to supervise and process requests for service, or who is assigned to supervise and process requests for service more than 50% of the employee's time in any one day within the Customer Care Division of the Bureau of Sanitation, shall receive additional compensation at the fifth premium level rate (13.75%) above the employee's step rate of the salary range prescribed for the employee's class. When regularly assigned, this compensation is pensionable. When assigned on an hourly or daily basis, this compensation is non-pensionable.
- DD. Any employee in the class of Senior Administrative Clerk, Class Code 1368, who is regularly assigned to supervise and process requests for service, or who is assigned to review and make determinations of sewer adjustment requests or who is assigned to review and make determinations of sewer adjustment requests for more than 50% of the employee's time in any one day in the Sewer Service Charge (SSC) Billing Adjustment Units (Financial Management Division) of the Bureau of Sanitation, shall receive additional compensation at the fifth premium level rate (13.75%) above the employee's step rate of the salary range prescribed for the class. When regularly assigned, this compensation is pensionable. When assigned on an hourly or daily basis, this compensation is non-pensionable.

- EE. Any employee in the class of Administrative Clerk, Class Code 1358, Office Services Assistant, Class Code 1360, or Senior Administrative Clerk, Class Code 1368, who is assigned to the Central District Office, the Harbor District Office, the Valley District Office, or the West Los Angeles District Office of the Bureau of Engineering to interpret the permit related provisions of the Municipal Code, the Bureau Permit Manuals and Policies, and to independently issue S, A, B, Street Use, and S FC permits based on authority from engineering staff for 50% or more of the employee's time in any one day shall receive additional compensation at the second premium level rate (5.5%) above the employee's step of the salary range prescribed for the employee's class for each day so assigned. When regularly assigned, this compensation is pensionable. When assigned on an hourly or daily basis, this compensation is non-pensionable.
- FF. Effective January 6, 2019, any employee in the class of Administrative Clerk, Class Code 1358, Office Services Assistant, Class Code 1360, or Senior Administrative Clerk, Class Code 1368, who is regularly assigned to process requests for service at least 50% of the employee's time in any one day in the Field Operations Division of the Bureau of Street Lighting, shall receive additional compensation at the fifth premium level rate (13.75%) above the employee's step rate of the salary range prescribed for the employee's class. When regularly assigned, this compensation is pensionable. When assigned on an hourly or daily basis, this compensation is non-pensionable.

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

- GG. Any employee in the class of Delivery Driver II, Class Code 1121-2, when assigned as a relief driver to drive a vehicle weighing two tons or more on a delivery run which includes the loading and unloading of that vehicle within the same working day for each day so assigned, shall receive compensation at the second premium level rate (5.5%) above the employee's step rate of the salary range prescribed for the employee's class. This provision shall be limited to a maximum of two employees in the class of Delivery Driver II per vehicle, per working day. This compensation is non-pensionable.
- HH. Any employee assigned by Management to perform duties related to the acquisition or cataloging of Library materials which require the use of a language other than English for the translation or transliteration of such materials, shall receive, in addition to the employee's regular salary, compensation in the amount of \$7.00 for each day so assigned. This compensation is non-pensionable.
- II. Any employee in the class of Administrative Clerk, Class Code 1358, or Office Services Assistant, Class Code 1360, who is regularly assigned to work at a public service desk interacting directly with the public for the Library Department, shall receive compensation at the second premium level rate (5.5%) above the employee's step rate of the salary range prescribed for the employee's class. This compensation is pensionable.

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

JJ. Any employee in the class of Administrative Clerk, Class Code 1358, or Office Services Assistant, Class Code 1360, who is assigned duties as a cashier at least 80% of the time in any one day, shall receive additional compensation at the fourth premium level rate (11%) above the employee's step rate of the salary range prescribed for the employee's class. When regularly assigned, this compensation is pensionable. When assigned on an hourly or daily basis, this compensation is non-pensionable.

KK. Any employee in the class of Administrative Clerk, Class Code 1358, or Office Services Assistant, Class Code 1360, who is assigned duties as a relief cashier on an intermittent basis less than 80% of the time in any one day, shall receive additional compensation at the second premium level rate (5.5%) above the employee's step rate of the salary range prescribed for the employee's class for each hour worked in such assignment. When regularly assigned, this compensation is pensionable. When assigned on an hourly or daily basis, this compensation is non-pensionable.

Note: Only one Administrative Clerk or Office Services Assistant in each district and branch office will be assigned as the office relief cashier and will be eligible to receive this compensation. An Administrative Clerk or Office Services Assistant being trained as a relief cashier shall also be eligible to receive this compensation for each hour worked in such training. This compensation is non-pensionable.

LL. Any employee in the class of Administrative Clerk, Class Code 1358, Clerk Stenographer, Class Code 1321, or Office Services Assistant, Class Code 1360, who is assigned to process requests for service or who is assigned to process requests for service more than 50% of the employee's time in any one day within the Subject Specialty Group phone number, shall receive additional compensation at the employee's step rate of the salary range for Communications Information Representative II, Class Code 1461-2. When regularly assigned, this compensation is pensionable. When assigned on an hourly or daily basis, this compensation is non-pensionable.

MM. Any employee in the class of Senior Administrative Clerk, Class Code 1368, who is assigned to supervise and process requests for service or who is assigned to supervise and process requests for service more than 50% of the employee's time in any one day within the Subject Specialty Group, shall receive additional compensation at the fifth premium level rate (13.75%) above the employee's step rate of the salary range prescribed for the employee's class. When regularly assigned, this compensation is pensionable. When assigned on an hourly or daily basis, this compensation is non-pensionable.

- NN. Any employee in the class of Accounting Clerk, Class Code 1223, or Clerk Stenographer, Class Code 1321, who is regularly assigned to work at a Development Service Center performing cashiering duties, shall receive additional compensation at the second premium level rate (5.5%) above the employee's step rate of the salary range prescribed for the employee's class. This compensation is pensionable.
- OO. Any employee in the class of Accounting Clerk, Class Code 1223, or Clerk Stenographer, Class Code 1321, who is assigned as a relief cashier on an intermittent basis at a Development Service Center, shall receive additional compensation at the second premium level rate (5.5%) above the employee's step rate of the salary range prescribed for the employee's class for each hour worked in such assignment. This compensation is non-pensionable.
- PP. Any employee in the class of Accounting Clerk, Class Code 1223, or Clerk Stenographer, Class Code 1321, who is assigned to work at a Development Service Center (DSC) performing cashiering duties, shall receive additional compensation at \$35.00 per day when assigned (with less than 48 hours' notice) to report to work at a different location when an absence or emergency results in short staffing at another DSC worksite. This compensation is non-pensionable.
- QQ. Any employee in the class of Administrative Clerk, Class Code 1358, or Office Services Assistant, Class Code 1360, who is assigned within the Express Permit Section to process and approve the issuance of building, electrical, plumbing, and mechanical Express Permits involving the knowledge of the City of Los Angeles and State of California regulations related to the issuance of Express Permits more than 50% of the employee's time in any one day, shall receive additional compensation at the second premium level rate (5.5%) above the employee's step rate of the salary range prescribed for the employee's class. When regularly assigned, this compensation is pensionable. When assigned on an hourly or daily basis, this compensation is non-pensionable.
- RR. Any employee in the class of Administrative Clerk, Class Code 1358, or Office Services Assistant, Class Code 1360, who is assigned within the Express Permit Section to process and approve the issuance of building, electrical, plumbing, and mechanical Express Permits involving the knowledge of the City of Los Angeles and State of California regulations related to the issuance of Express Permits less than 50% of the employee's time in any one day, shall receive additional compensation at the second premium level rate (5.5%) above the employee's step rate of the salary range prescribed for the employee's class for each hour or portion thereof worked in the Express Permits function. This compensation is non-pensionable.
- SS. Any employee in the class of Senior Administrative Clerk, Class Code 1368, who is assigned within the Express Permit Section to process and approve the issuance of building, electrical, plumbing, and mechanical Express Permits involving the

knowledge of the City of Los Angeles and State of California regulations related to the issuance of Express Permits, more than 50% of the employee's time in any one day or to supervise employees performing this work more than 50% of their work day, shall receive additional compensation at the second premium level rate (5.5%) above the employee's step rate of the salary range prescribed for the employee's class. When regularly assigned, this compensation is pensionable. When assigned on an hourly or daily basis, this compensation is non-pensionable.

- TT. Any employee in the class of Senior Administrative Clerk, Class Code 1368, who is assigned within the Express Permit Section to process and approve the issuance of building, electrical, plumbing, and mechanical Express Permits involving the knowledge of the City of Los Angeles and State of California regulations related to the issuance of Express Permits less than 50% of the employee's time in any one day or supervise employees performing this work, shall receive additional compensation at the second premium level rate (5.5%) above the employee's step rate of the salary range prescribed for the employee's class for each hour or portion thereof worked in the Express Permits function. This compensation is non-pensionable.

NOTE: An Administrative Clerk, Office Services Assistant, or Senior Administrative Clerk is eligible to receive only one (1) additional compensation under this Section.

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

- UU. Any employee in the class of Supply Services Payment Clerk, Class Code 1214, who is regularly assigned by Management to review work completed by other Supply Services Payment Clerks, conduct FMS training, and/or conduct functional system testing, shall receive compensation at the second premium level rate (5.5%) above the employee's salary step rate of the salary range prescribed for that employee's class. This compensation is pensionable.

**The following note shall apply to employees in the Housing and Community Investment Department (HCID) only:**

- VV. Any employee in the class of Administrative Clerk, Class Code 1358, Office Services Assistant, Class Code 1360, or Senior Administrative Clerk, Class Code 1368, who is assigned by Management to provide direct services to citizens for 50% or more of the employee's time in any one day at the various Housing and Community Investment Department (HCID) offices or other Management-designated sites, shall receive additional compensation at the second premium level rate (5.5%) above the employee's step rate of the salary range prescribed for the employee's class for each day so assigned. Direct services involve real-time communication in person at HCID public information counters performing the following duties: relaying information to the public in regards to the provisions of the Rent Stabilization Ordinance (RSO), SCEP Ordinance, Housing Code and

relevant laws, and receiving and processing payments for rent and code enforcement program fees. When regularly assigned, this compensation is pensionable. When assigned on an hourly or daily basis, this compensation is non-pensionable.

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

- WW. Any employee at the Legal Secretary I, Class Code 0580, level shall be advanced to the Legal Secretary II, Class Code 0581, level upon completion of 24 consecutive months of service and an overall evaluation of Meets Standards or better. The parties agree that evaluations must have been completed no later than 30 calendar days after the employee's 24 month anniversary date. Failure to complete an evaluation prior to that date shall result in an automatic promotion after 24 consecutive months of service.
- XX. Effective July 1, 2018, any employee in the class of City Attorney Accounting Clerk, Class Code 0559, shall be placed on the same salary range as the class of Accounting Clerk, Class Code 1223.
1. The employee will maintain the employee's current salary step number.
  2. The employee will maintain the employee's current step anniversary date.
- YY. Effective January 6, 2019, any employee in the class of Senior Witness Service Coordinator, Class Code 0532, or Witness Service Coordinator, Class Code 0531, who is assigned to the Family Violence Unit, shall receive additional compensation at the second premium level rate (5.5%) above the employee's step rate of the salary range prescribed for the employee's class. This compensation is pensionable.

**The following notes shall apply to employees in the Los Angeles World Airports (LAWA) only:**

- ZZ. Any employee in the class of Communications Information Representative III, Class Code 1461-3, who is assigned to a safety dispatch function in the LAWA and is required to train new employees at least 50% of the employee's time in any one day, shall receive additional compensation at the first premium level rate (2.75%) above the employee's step rate of the salary range prescribed for the employee's class for each day so assigned. This compensation is non-pensionable.
- AAA. Any employee in the class of Communications Information Representative III, Class Code 1461-3, who is regularly assigned to a safety dispatch center within the LAWA, shall receive additional compensation at the second premium level rate (5.5%) above the employee's step rate of the salary range prescribed for the class while so assigned. This compensation is pensionable.

BBB. Effective January 6, 2019, any employee in the class of Administrative Clerk, Class Code 1358, Office Services Assistant, Class Code 1360, or Senior Administrative Clerk, Class Code 1368, who is regularly assigned to the Badging Unit, Security Credentials Section, shall receive additional compensation at the second premium level rate (5.5%) above the employee's step rate of the salary range prescribed for the employee's class. This compensation is pensionable.

**The following notes shall apply to employees in the Department of Transportation (DOT) only:**

CCC. Any employee in the class of Communications Information Representative III, Class Code 1461-3, who is assigned to a safety dispatch function in the DOT and is required to train new employees at least 50% of the employee's time in any one day, shall receive additional compensation at the first premium level rate (2.75%) above the employee's step rate of the salary range prescribed for the employee's class for each day so assigned. This compensation is non-pensionable.

DDD. Any employee in the class of Communications Information Representative III, Class Code 1461-3, who is regularly assigned to a safety dispatch center within the DOT, shall receive additional compensation at the second premium level rate (5.5%) above the employee's step rate of the salary range prescribed for the class while so assigned. This compensation is pensionable.

EEE. Effective January 6, 2019, any employee in the class of Administrative Clerk, Class Code 1358, Office Services Assistant, Class Code 1360, or Senior Administrative Clerk, Class Code 1368, who is assigned within the Taxicab Franchise Section, shall receive additional compensation at the second premium level rate (5.5%) above the employee's step rate of the salary range prescribed for the employee's class. When regularly assigned, this compensation is pensionable. When assigned on a daily basis, this compensation is non-pensionable.

FFF. Effective January 6, 2019, any employee in the class of Senior Administrative Clerk, Class Code 1368, who is assigned to administer the Los Angeles City Charter Bus Program, shall receive additional compensation at the second premium level rate (5.5%) above the employee's step rate of the salary range prescribed for the employee's class. This compensation is pensionable. NOTE: Notwithstanding the Acting Assignment Pay article, the Parties agree that it is understood that this provision shall not preclude the Department from filling this position with the appropriate position classification when practicable.

**The following note shall apply to employees in the Department of Animal Services only:**

GGG. Effective January 6, 2019, any employee in the class of Administrative Clerk, Class Code 1358, Office Services Assistant, Class Code 1360, or Senior Administrative

Clerk, Class Code 1368, who is assigned to an Animal Services Center performing cashiering duties at the public counter, shall receive additional compensation at the second premium level rate (5.5%) above the employee's step rate of the salary range prescribed for the employee's class. When regularly assigned, this compensation is pensionable. When assigned on a daily basis, this compensation is non-pensionable.

**The following note shall apply to employees in the Information Technology Agency (ITA) only:**

HHH. Effective January 6, 2019, any employee in the class of Communications Information Representative, Class Code 1461-1, 1461-2, or 1461-3, who is assigned to the ITA 3-1-1 Call Center, shall receive additional compensation at the second premium level rate (5.5%) above the employee's step rate of the salary range prescribed for the employee's class. This compensation is pensionable.

**The following note shall apply to employees of the Los Angeles City Employees' Retirement System (LACERS) only:**

III. Effective July 8, 2018, any employee in the class of Administrative Clerk, Class Code 1358, Office Services Assistant, Class Code 1360, or Senior Administrative Clerk, Class Code 1368, who is assigned within the Member Services Center to process requests for retirement benefits information or services at least 50% of the employee's time in any one day, shall receive additional compensation at the second premium level rate (5.5%) above the employee's step rate of the salary range prescribed for the employee's class. When regularly assigned, this compensation is pensionable. When assigned on a daily basis, this compensation is non-pensionable.

**The following note shall apply to employees of the Office of the City Administrative Officer (CAO) only:**

JJJ. Effective January 1, 2023, any bargaining unit member while employed by the Office of the City Administrative Officer shall receive additional, regularly assigned compensation in the amount of two premium levels (5.5%) above the member's hourly base rate of pay. Additional compensation shall be an Adds To Rate and shall be pensionable.

KKK. Effective January 1, 2023, any bargaining unit member while employed by the Office of the City Administrative Officer who is regularly assigned to work for the Homelessness Group shall receive additional, regularly assigned compensation in the amount of two premium levels (5.5%) above the member's hourly base rate of pay in addition to any other premium level compensation. Additional compensation shall be an Adds To Rate and shall be pensionable.

## **APPENDIX C**

### **7(b) WORK PERIOD**

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

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

FLSA overtime compensation for these employees shall be in time off at the rate of one and one-half hours for each hour of overtime worked or in cash at one and one-half times the employee's regular rate of pay, at the discretion of Management.

LETTER OF INTENT

2018-2021 MEMORANDUM OF UNDERSTANDING NO. 3

**MOU No. 3 – Clerical and Support Services Unit**

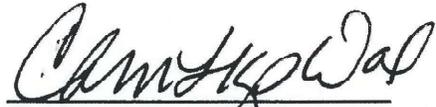
LEGAL SECRETARY

In conjunction with the 2018-2021 Memorandum of Understanding, the Office of the City Administrative Officer, the Office of the City Attorney and the American Federation of State, County and Municipal Employees, Local 3090, agree to the following:

1. Meet and discuss issues affecting the classifications of Legal Secretary I, II, and III (Class Codes 0580, 0581, and 0582). Discussions may include pay grade descriptions, pay grade expansion, and promotional testing.
2. A bargaining team of not more than three Legal Secretaries will be appointed by Local 3090 to meet on these issues. Additional Legal Secretaries may be added upon mutual agreement of all parties.
3. Commence discussions no later than 60 days after the City Council's adoption of this MOU and work in conjunction with the City Attorney's Human Resources Division and the CAO's Employee Relations Division in these discussions.

This Letter of Intent shall expire concurrent with this MOU.

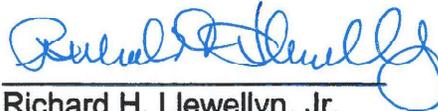
**FOR THE UNION:**



Carmen Hayes-Walker, President  
AFSCME, Local 3090

8/3/19  
Date

**FOR THE CITY:**



Richard H. Llewellyn, Jr.  
City Administrative Officer

8/5/19  
Date



Teresa Sanchez, Chief Negotiator  
AFSCME, Council 36

8/2/19  
Date



Mike Feuer, Los Angeles City Attorney  
Office of the City Attorney

8/5/19  
Date

LETTER OF INTENT

2018-2021 MEMORANDUM OF UNDERSTANDING NO. 3

**MOU No. 3 – Clerical and Support Services Unit**

**FAMILY VIOLENCE UNIT**

In conjunction with the 2018-2021 Memorandum of Understanding, the Office of the City Administrative Officer, the Office of the City Attorney and the American Federation of State, County and Municipal Employees, Local 3090, agree to the following:

1. Meet and discuss issues affecting the classification of Witness Service Coordinator (Class Code 0531) assigned to the Family Violence Unit. Discussions may include position description, reclassification, etc.
2. A bargaining team of not more than three Witness Service Coordinators from the Family Violence Unit will be appointed by Local 3090 to meet on these issues. Additional Witness Service Coordinators from the Family Violence Unit may be added upon mutual agreement of all parties.
3. Commence discussions no later than 60 days after the City Council's adoption of this MOU and work in conjunction with the City Attorney's Human Resources Division and the CAO's Employee Relations Division in these discussions.

This Letter of Intent shall expire concurrent with this MOU.

**FOR THE UNION:**

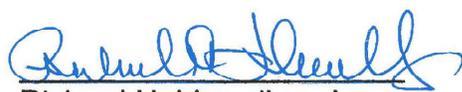
  
Carmen Hayes-Walker, President  
AFSCME, Local 3090

8/3/19  
Date

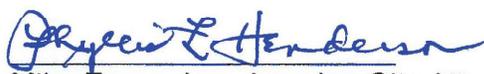
  
Teresa Sanchez  
AFSCME, Council 36

8/2/19  
Date

**FOR THE CITY:**

  
Richard H. Llewellyn, Jr.  
City Administrative Officer

8/5/19  
Date

  
Mike Feuer, Los Angeles City Attorney  
Office of the City Attorney

8/5/19  
Date

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

**“CITY WORKER NEXT DOOR” PILOT PROGRAM**

WHEREAS, the Parties recognize the increasing cost of purchasing homes within the Los Angeles City (City) limits; and,

WHEREAS, the Parties recognize the dual need for closing the homeownership affordability gap for City employees and encouraging City employees to live closer to their workplaces; and,

WHEREAS, the Parties recognize the need to involve various groups for a collaborative effort in exploring the feasibility of an Employer-sponsored and/or Joint Employer-Union sponsored mortgage benefit program;

THEREFORE, during the term of this MOU, the Parties agree to meet and discuss the feasibility of establishing an Employer-sponsored and/or Joint Employer-Union sponsored mortgage benefit program for City employees.

This Letter does not constitute or create, and shall not be deemed to constitute or create, any legally binding or enforceable obligation on the part of either party to establish the aforementioned program.

This Letter of Intent will expire one (1) year after the Parties' initial meeting.

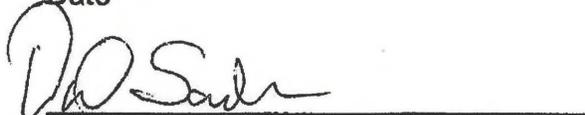
LETTER OF AGREEMENT  
BETWEEN THE COALITION OF LOS ANGELES CITY UNIONS  
AND THE CITY OF LOS ANGELES

**"CITY WORKER NEXT DOOR" PILOT PROGRAM**

**FOR THE COALITION:**

  
Victor M. Gordo  
LIUNA Local 777

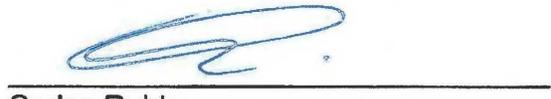
8/21/2019  
Date

  
David Sanders  
SEIU Local 721

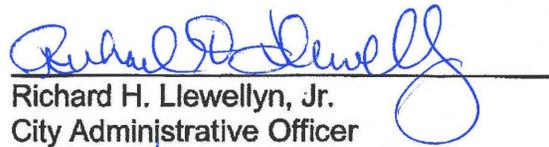
  
Chris Hannan, Council Representative  
LA/OCBCTC

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

  
Steve Koffroth  
AFSCME District Council 36

  
Carlos Rubio  
Teamsters Local 911

**FOR THE CITY:**

  
Richard H. Llewellyn, Jr.  
City Administrative Officer

7/27/19  
Date

**Approved as to Form and Legality:**

  
Office of the City Attorney

7/26/19  
Date

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

**RELEASE TIME PILOT PROGRAM**

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

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

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

**Reporting and Accountability of Released Employee Time**

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

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

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

### **Bank of Hours**

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

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

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

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

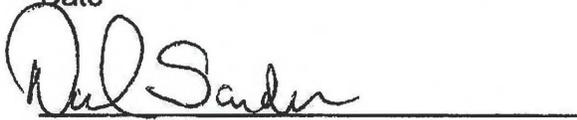
LETTER OF AGREEMENT  
BETWEEN  
THE COALITION OF LOS ANGELES CITY UNIONS  
AND THE CITY OF LOS ANGELES

RELEASE TIME PILOT PROGRAM

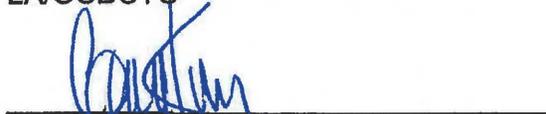
FOR THE COALITION:

  
Victor M. Gordo  
LIUNA Local 777

6/21/2019  
Date

  
David Sanders  
SEIU Local 721

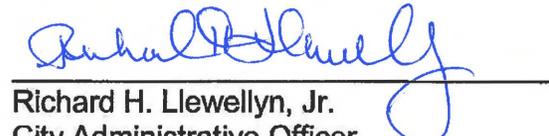
  
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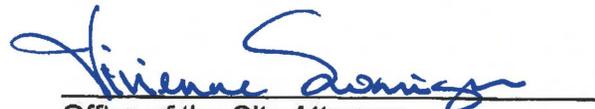
  
Carlos Rubio  
Teamsters Local 911

FOR THE CITY:

  
Richard H. Llewellyn, Jr.  
City Administrative Officer

7/26/19  
Date

Approved as to Form and Legality:

  
Office of the City Attorney

7/26/19  
Date

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

**UNION ACCESS TO NEW EMPLOYEE ORIENTATIONS**

**A. PARTIES**

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

**B. PURPOSE**

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

**C. TERM**

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

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

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

**E. ENFORCEABILITY**

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

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

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

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

## **F. DEFINITIONS**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

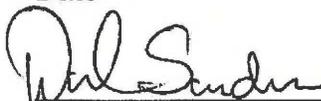
UNION ACCESS TO NEW EMPLOYEE ORIENTATIONS

FOR THE COALITION:

 FOR

Victor M. Gordo  
LIUNA Local 777

6/21/2019  
Date



David Sanders  
SEIU Local 721



Chris Hannan, Council Representative  
LA/OCBCTC



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



Steve Koffroth  
AFSCME District Council 36



Carlos Rubio  
Teamsters Local 911

FOR THE CITY:



Richard H. Llewellyn, Jr.  
City Administrative Officer

7/21/19  
Date

Approved as to Form and Legality:



Office of the City Attorney

7/26/19  
Date

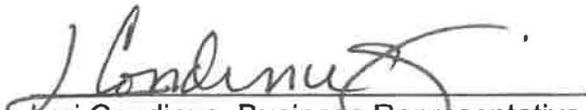
LETTER OF AGREEMENT  
MEMORANDUM OF UNDERSTANDING NO. 03  
JANUARY 1, 2023 – DECEMBER 30, 2023

**CASH BONUS**

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

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

**FOR THE UNION:**

  
Lori Condinus, Business Representative  
AFSCME District Council 36

11/30/2022  
Date

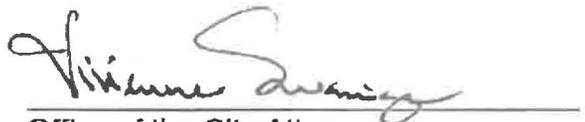
  
Larry Gates, President  
AFSCME, Local 3090

**FOR THE CITY:**

  
Matthew W. Sazbo  
City Administrative Officer

12/2/2022  
Date

**Approved as to Form and Legality:**

  
Office of the City Attorney

December 2, 2022  
Date

LETTER OF AGREEMENT  
MEMORANDUM OF UNDERSTANDING NO. 03  
JANUARY 1, 2023 – DECEMBER 30, 2023

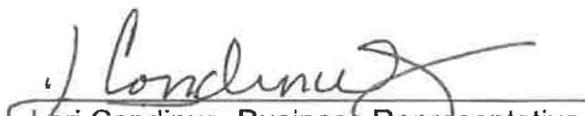
**REAFFIRMATION OF FORMER SIDE LETTERS**

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

1. Letter of Intent - Legal Secretary Classification Study
2. Letter of Intent - Family Violence Unit Witness Service Coordinator
3. Letter of Intent – “City Worker Next Door” Pilot Program
4. Letter of Agreement – Release Time Pilot Program
5. Letter of Agreement – Union Access to New Employee Orientation

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

**FOR THE UNION:**

  
Lori Condinus, Business Representative  
AFSCME District Council 36

11/30/2022  
Date

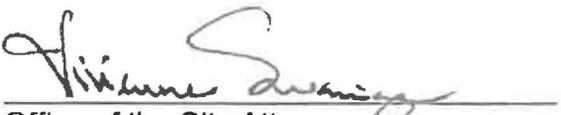
  
Larry Gates, President  
AFSCME Local 3090

**FOR THE CITY:**

  
Matthew W. Sazbo  
City Administrative Officer

12/27/2022  
Date

**Approved as to Form and Legality:**

  
Office of the City Attorney

December 2, 2022  
Date