

**MEMORANDUM OF UNDERSTANDING
FOR JOINT SUBMISSION TO THE CITY COUNCIL
REGARDING THE LABORERS' INTERNATIONAL UNION OF NORTH AMERICA,
LOCAL 777 (LIUNA) SUPERVISORY BLUE COLLAR UNIT
(MOU #12)**

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

BY AND BETWEEN

THE CITY OF LOS ANGELES

AND

**THE LABORERS' INTERNATIONAL UNION OF NORTH AMERICA, LOCAL 777,
AFL-CIO**

January 1, 2023 through December 30, 2023

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SECTION 1.0 GENERAL PROVISIONS

ARTICLE 1.1 RECOGNITION

- A. The Los Angeles City Supervisors and Superintendents Association (LACSSA) was certified on May 27, 1977, by the Employee Relations Board as the majority representative of City employees in the Supervisory Blue Collar Unit (Unit). Operative December 16, 1996, this certification was amended to reflect the affiliation of LACSSA with Local 777, Laborers' International Union of North America. Management hereby recognizes Los Angeles City Supervisors and Superintendents Association/Laborers' International Union of North America, Local 777, (LIUNA or Union) as the exclusive representative of the employees in the Unit, subject to the right of an employee to represent him/herself.
- B. The term "employee" or "employees" as used herein shall refer only to employees in the classifications listed in the Appendices herein as well as such classes as may be added hereafter to the Unit by the Employee Relations Board (ERB).
- C. Effective upon the vote by the ERB to accrete a class or bargaining unit into the Coalition of Los Angeles City Unions (Coalition Union), 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 Union MOU and all other applicable benefits and provisions of this MOU shall be provided to members of the newly accreted class/unit as contained in the relevant this Coalition MOU for all other represented members.

ARTICLE 1.2 OBLIGATION TO SUPPORT

The parties agree that prior to the implementation of this Memorandum of Understanding (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 LIUNA nor Management, nor their authorized representatives, will appear before the Mayor, City Council, Council Committees or said department heads, nor meet with the Mayor, members of the City Council or said department heads individually to advocate any addition or deletion to the terms and conditions of this 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 1.3 IMPLEMENTATION OF MEMORANDUM OF UNDERSTANDING

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

- A. LIUNA has notified the City Administrative Officer (CAO) in writing that it has approved this MOU in its entirety, and

- B. The administrative heads of those departments, offices or bureaus represented herein have taken such actions as might be required to fully implement the provisions of this MOU in its entirety in the manner required by law, and
- C. 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 1.4 TERM

The term of this MOU shall commence on the date when the terms and conditions for its effectiveness, as set forth in Article 1.3, Implementation of Memorandum of Understanding are fully met. In no event shall this MOU become effective prior to 12:01 a.m. on January 1, 2023. This MOU shall expire and otherwise be fully terminated at 11:59 p.m. on December 30, 2023.

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 1.5 "Calendar for Successor Memorandum of Understanding" and are continuing to meet and confer in good faith.

ARTICLE 1.5 CALENDAR FOR SUCCESSOR MEMORANDUM OF UNDERSTANDING

In the event that LIUNA or Management desires a successor MOU, said party shall serve upon the other, no later than October 31, 2023, its written proposal(s) for such successor MOU. Meet and confer sessions shall begin no later than thirty (30) calendar days following the submission of such proposal(s).

ARTICLE 1.6 PROVISIONS OF LAW AND SEPARABILITY

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

ARTICLE 1.7 NON-DISCRIMINATION

The parties mutually reaffirm their respective policies of non-discrimination in the treatment of any employee because of 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, LIUNA activity, political activities or political affiliation, or any other characteristic protected under applicable federal, state or local laws,

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

ARTICLE 1.8 FULL UNDERSTANDING

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

Notwithstanding the foregoing:

- C. No alteration, variation, waiver, modification or amendment of any of the Articles, terms or provisions requiring approval of the Council contained herein, shall in any manner be binding upon Union or Management unless and until jointly recommended in writing to the Council and approved and implemented in accordance with Article 1.3.

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

ARTICLE 1.9 NO STRIKE - NO LOCKOUT

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

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

SECTION 2.0 UNION SECURITY

ARTICLE 2.1 UNIT INFORMATION

- 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 his or her hire, whichever is later.

- C. For existing employees, the City shall provide the above information to the Union a minimum of every thirty (30) calendar days.
- D. All information shall be provided to the Union electronically. The means of provision and the substance of the requisite information may be changed by mutual agreement.
- E. The Union agrees to indemnify and hold the City harmless from any liabilities of any nature that may arise as a result of the application of the provisions of this Article.
- F. Initially the City shall provide department legends that identify the known work locations by department, office or bureau, as well as division code(s). Thereafter, it is understood that Departments will either adjust their legends to provide distinct division codes for each work location or provide some other distinct work location information in a simplified manner to the Union. Additional legends will be provided only as updated. Furthermore, the CAO will work with the Controller to provide this information with current electronic payroll reporting.

ARTICLE 2.2 UNION SECURITY

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

- A. Your classification is included in the Supervisory Blue Collar Unit.
- B. LIUNA Local 777, located at 4000 10th Street Riverside, California 92501 has been certified to meet and confer with Management on matters pertaining to your wages, hours of work, employee benefits and other terms and conditions of employment, and is the exclusive recognized employee organization for all employees in the Supervisory Blue Collar Unit.
- C. If you want additional information, you may telephone Local 777 at (213) 380-6678 during your off-duty hours.
- D. Union Security: Any employees in this Unit who have authorized Union dues deductions 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; however, any employee in the Unit may terminate such Union dues during the thirty (30) day period commencing ninety (90) days before the expiration of the MOU by notifying the Union of their

termination of Union dues deductions. Such notification shall be by certified mail and should be in the form of a letter containing the following information: employee name, employee identification number, job classification, department name, and name of Union from which dues deductions are to be cancelled. The Union will provide the City with the appropriate documentation to process these membership dues cancellations within ten (10) business days after the close of the withdrawal period.

ARTICLE 2.3 PAYROLL DEDUCTIONS AND DUES

A. DUES

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

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

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

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

2. Notwithstanding any provisions of LAAC Section 4.203 to the contrary, during the term of this MOU, payroll deductions requested by employees in this Unit for the purpose of becoming a member and/or to obtain benefits offered by any qualified organization other than the Union will not be accepted by the Controller. For the purpose of this provision, qualified organization means any organization of employees whose responsibility or goal is to represent employees in the City's meet and confer process.

3. Any employees in this Unit who have authorized Union dues deductions with the Union on the effective date of this MOU or at any time subsequent to the effective date of this MOU shall continue to have such dues deductions made by the City during the term of this MOU as authorized by California Government Code Sections 1157.12 and 1159 (a) and (b).

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

B. MANAGEMENT RESPONSIBILITIES

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

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

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

C. UNION RESPONSIBILITIES

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

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

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

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

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

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

ARTICLE 2.4 BULLETIN BOARDS

Section I

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

1. Notices of LIUNA meetings.
2. Notices of LIUNA elections and their results.
3. Notices of LIUNA recreational and social events.
4. Notices of LIUNA official business.
5. Any other written material which has received the prior approval of the Department Management Representative.

Section II

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

ARTICLE 2.5 WORK ACCESS

- A. A LIUNA Staff Representative shall have access to the facilities of the departments, offices or bureaus represented herein during working hours for the purpose of assisting employees covered in the adjusting of grievances when such assistance is requested by the grievant(s), or in investigating matters arising out of the application of the provisions of this MOU. Said representative shall request authorization for such visit by contacting the designated representative of the head of the department, office or bureau. In the event immediate access cannot be authorized, the designated representative shall inform the LIUNA staff representative as to the time when access can be granted.
- B. LIUNA shall give to all heads of departments, offices or bureaus represented herein a written list of its Staff Representatives which list shall be kept current.
- C. 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 2.6 EMPLOYEE RELATIONS

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

ARTICLE 2.7 USE OF CITY FACILITIES

- A. City facilities may be used by the Union 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.
- B. The Union will pay such usual and customary fee(s) and/or other charges as are required by the City. Such charges normally cover rentals, special set-ups cleanups, and security services.

ARTICLE 2.8 LIUNA PENSION FUND

- A. The City shall contribute \$56.80 biweekly (80x \$0.71 per hour) to the LIUNA National (Industrial) Pension Fund (the Fund) on behalf of each Unit member. The amount of contribution shall not be changed during the term of the MOU.

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

are ever exceeded, the LACERS benefits will be reduced as necessary to bring the combined plans into compliance with the specified limits.

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

- B. Recognizing the Pension Fund Board of Trustees has adopted a Funding Rehabilitation Plan (Plan), dated July 26, 2010, to improve the funds' funding status over a period of years as required by the Pension Protection Act of 2006 (PPA), the City and the Union have agreed to adopt the Plan's Preferred Schedule. The Plan's Preferred Schedule is hereby incorporated by reference and made a part of the MOU as Appendix G.

The Preferred Schedule shall be effective January 1, 2015, in compliance with the PPA. The Pension Fund accepts the contribution rate of \$0.71 per hour plus the 10% surcharge as satisfying the required contributions of the Preferred Schedule's first year.

Effective January 1, 2016 (anniversary date), the contribution rate of \$0.71 per hour plus 10% surcharge shall be increased to \$0.87 per hour. On January 1 of each year (anniversary date), the contribution rate then in effect shall be increased by another 10% (rounded to the next highest penny) until the Preferred Schedule is fully implemented in accordance with Appendix G of this MOU.

In consideration thereof, the Union agrees that LIUNA Local 777 Members will contribute 0.50% from the 2% COLA increase slated for June 25, 2017, and 1.0% from the 2.75% wage increase associated with the new Step 12 slated for January 7, 2018. The above contributions will be made concurrent with the anniversary date.

ARTICLE 2.9 CONTRACTING OF UNIT WORK

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

- A. No bargaining unit employee shall be laid off, demoted or suffer loss of pay or benefits as a result of the contracting of Unit work.

- B. If any employee subject to the provisions herein is displaced as a result of contracting, he or she shall be retained in a position within a classification represented by the Union.
- C. Notwithstanding any provision of this MOU to the contrary, and excluding the provisions of paragraph G below, the provisions of this Article shall be subject to advisory arbitration only.
- D. In lieu of the meet-and-confer process prescribed by the ERO, the parties agree to meet and discuss, in accordance with the provisions outlined below, all contracts to perform Unit work except for contracts required by bona fide emergencies.
- E. The parties agree that the following expedited procedure shall replace the impasse resolution provisions of the ERO for disputes arising out of the meet-and-discuss process specified above:
 - 1. The City shall provide timely notice, through the existing "clearinghouse" procedure, of proposed contracts to perform Unit work. In addition, the City shall provide the Union a list of individuals responsible for coordinating contracting information in each department.
 - 2. The Union may request to meet and discuss such proposed contracts within fifteen (15) calendar days following notice as indicated in (1) above. Failure by the Union to request such meeting(s) within the prescribed fifteen (15) calendar days shall constitute a waiver of the Union's right to continue this process.
 - 3. Meeting(s), if requested, shall begin within five (5) working days following notice to the City by the Union of its desire to discuss the proposed contract(s).
 - 4. If the parties cannot reach agreement through the meet-and-discuss process, the Union may request expedited advisory arbitration within five (5) working days following the last meet-and-discuss session. Failure by the Union to request arbitration within the specified five days shall constitute a waiver of the Union's right to continue in this process. The parties will attempt to establish a mutually agreeable, expedited process for selecting arbitrators. Absent any such agreement, arbitrators will be selected in accordance with Rules 11.03 and 11.04 of the ERB.
 - 5. The parties agree that for contracts with a value of less than \$1 million, the hearing and issuance of the advisory decision by the arbitrator shall be concluded within thirty (30) calendar days following the request for arbitration; and within ninety (90) calendar days for contracts of \$1 million or more.

6. The arbitrator's advisory decision and recommendation shall be transmitted to the appropriate determining body simultaneously with the proposed contract.
 7. The time limits in this process may be extended only by the mutual, written agreement of the parties.
 8. The expedited arbitration process herein shall be informal. Court reporters shall not be used; rules of evidence shall be informal; the production of witnesses and documentary evidence shall be at the discretion of each party; the arbitrator's notes, exhibits (if any), and the written advisory decision and recommendation shall constitute the record of the proceedings; post hearing briefs shall not be required or submitted.
 9. Arbitration fees shall be shared equally by the Union and the City.
- F. Disputes over the practical consequences of the contracting of Unit work, other than those occurring under paragraphs 4 and 5 above, shall be resolved in accordance with the provisions of Article 3.1, Grievance Procedure of the MOU, and shall not delay the implementation of the contract if all other provisions of this Article have been met.
- The parties agree that the review of "practical consequence" grievances shall begin with the first formal level of review of the grievance procedure and that said grievances shall be subject to advisory arbitration, except as provided in the Arbitration step of the Grievance Procedure.
- 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 fifteen (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 thirty (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 2.10 UNION RELEASE TIME

A. Release Time for Union Board Member

One Unit member elected to the Local 777 Executive Board shall be released for one day each month without suffering loss of seniority or any other benefit to attend the monthly Local 777 Executive Board meeting. This provision shall be limited to one member represented by the Union. The City shall be notified in writing of the qualified elected Unit member following each election. The Union agrees to reimburse the City for the salary of the Unit member released under this provision.

B. Release Time – One-Year

The appointing authority may grant to elected officers or appointed representatives of the Union time off for employee organization representation activities. No more than one employee for LIUNA/MOU 12 shall be allowed release time under this Article.

1. The Union shall submit a written request for release of an employee to that employee's Department Management. Such request shall be submitted at least 21 calendar days prior to the effective release date, specifying the starting and ending dates of release. The Union shall provide a copy of said request to the CAO. The employee shall fill out any necessary paperwork required by Management for his or her release.
2. Whenever operationally feasible, the Department shall grant the time off request. When it is not possible to immediately grant the request, the Department shall provide an explanation in writing and specify a date when the employee can be released.
3. Release time shall be granted for a maximum of one year in any three-year period unless additional release time is approved by the CAO and the affected departments.
4. Employees shall be paid the employee's current salary by the City while the employee is performing these duties for the Union.
5. Employees shall retain all of their existing benefits, including, but not limited to medical, dental, deferred compensation plan, retirement benefits and seniority accrual in their civil service class.
6. The Union shall reimburse the City for all salary and benefits costs incurred as a result of release time, including but not limited to, vacation, sick leave, compensated time off, retirement, short-term disability, life insurance, medical, dental and workers' compensation. The benefits cost shall be based on the benefits rates established by the CAO as contained in the City

Budget in effect during the period of release time, and the cost of other benefits approved by the Joint Labor Management Benefits Committee that become effective during this period.

7. Payment of any overtime worked while on release time shall be the responsibility of the Union.
8. The employing department shall bill the Union and the Union shall make payments to said department of all reimbursable costs identified in Sections 6 and 7 above. The employing department shall provide a copy of both its invoice and the Union's payment to the CAO.
9. An employee on release time shall submit weekly timesheets signed by the employee and the Union (General Manager or his or her designee) to their respective Personnel Director specifying the number of hours worked and use of any sick leave, vacation time or compensated time off.
10. Should an employee incur a work-related injury while on release time, he or she shall remain on release time with the Union during the period of injury-on duty (IOD), or until the release time has ended, and shall continue to be counted in determining the employee maximum, as provided for above. The Union will reimburse the City for all IOD and Workers' Compensation related costs.
11. When the employee returns from release time, he or she shall return to his or her civil service classification and pay grade at the time of release.
12. The employee must have passed probation in his or her current class to be eligible for release time.
13. The Union shall indemnify, defend and hold the City and its officers and employees harmless against any and all claims, suits, demands or other forms of liability that might arise out of or result from any action taken by an employee in the service of the Union.

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

ARTICLE 2.11 POLITICAL ACTION COMMITTEE

The Controller shall deduct one dollar (\$1.00) per pay period from the salary paid to each Union member, identified on a list prepared and submitted by the Union, as a contribution to the Local 777 Political Action Committee (777PAC). Such contribution is to be deducted from twenty-four (24) bi-weekly payroll checks annually. Remittance of the amount of the 777PAC deductions shall be sent to the Union by the Controller within thirty (30) working days after the end of the month in which such deductions are made. Neither an employee

nor the Union shall have any claim against the City for a 777 PAC deduction made or not made, as the case may be, unless a claim of error is presented to the Controller in writing within 30 calendar days after the date such deduction was or should have been made.

ARTICLE 2.12 UNION-SPONSORED EDUCATIONAL DEVELOPMENT

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

<u>Department</u>	<u>Number of Hours of Paid Leave</u>
Airports	210
Animal Services	60
El Pueblo	10
Fire	80
General Services	297
Harbor	11
Information Technology Agency	5
Library	30
Police	330
Public Works – Sanitation	200
Public Works – Street Services	357
Recreation and Parks	130
Transportation	220
Zoo	<u>30</u>
Total	1,970 hours

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

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

ARTICLE 2.13 ACTIONS BY EMPLOYEE RELATIONS BOARD (ERB)

Should any action(s) by the ERB prior to the expiration of this MOU result in any significant changes to the composition of this Unit, the parties to this MOU will meet as soon as possible thereafter to consider any revisions or amendments thereto that may be required to ensure that the interests of the employees are protected.

SECTION 3.0 ON THE JOB

ARTICLE 3.1 EMPLOYMENT OPPORTUNITIES

- A. The Personnel Department will provide to the Union copies of all job bulletins. Tentative examination bulletins approved by the Personnel Department will be provided to the Union seven (7) calendar days prior to the date of the public posting of the final bulletin for the examination.
- B. Employees shall be granted reasonable time off with pay for the purpose of taking oral promotional examinations when such examinations are given by the City and scheduled during the employee's normal working period; however, each employee entitled to such time off with pay shall give reasonable advance notice to his or her supervisor. Such time off with pay shall include travel time.
- C. Management agrees that any employee covered by this MOU who may be assigned to work on a day that a written promotional examination is administered by the Personnel Department, and for which an employee has applied, shall be given priority in the scheduling of days off for that day.

ARTICLE 3.2 PERSONNEL FOLDERS

General Provision

- A. An employee shall be entitled to review the contents of his or her personnel folder(s) at reasonable intervals, upon request, during hours when his or her personnel office is normally open for business. Such review shall not interfere with the normal business of the department, office or bureau.
- B. No evaluatory or disciplinary document shall be placed in an employee's official departmental personnel file(s) without providing said employee with a copy.
- C. A Notice to Correct Deficiencies (NTCD) may be removed from an employee's Division Folder at the written request of the employee if there have been no subsequent incidents resulting in written reprimands or other corrective action for a period of three (3) years following the date the subject notice was issued. NTCDs so removed shall be filed in the Personal History Packets in the Personnel Division.

LAPD: Notices to Correct Deficiencies

- A. It is mutually agreed that in the Los Angeles Police Department an NTCD is not considered a disciplinary document and shall not be placed in an employee's departmental personnel folder. NTCDs shall be filed in divisional employee folders at the division of assignment.
- B. NTCDs in Personal History Packets shall not be available to oral boards or reviewable for advancement or promotional purposes.
- C. At the discretion of the concerned commanding officer, the subject of an NTCD may be discussed in the narrative portion of a Performance Evaluation Report covering the period during which the NTCD was issued. However, if the NTCD was issued just prior to the end of the evaluation period, comments regarding the NTCD may only be included in the subsequent period. Any such commentary in an evaluation report also shall make note of any improvement the employee may have made regarding the area of deficiency.
- D. It is further mutually agreed that disputes or disagreements regarding the interpretation or application of this provision shall not be subject to the grievance procedure.

ARTICLE 3.3 SAFETY

Section I

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

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

Section II

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

- A. Correct or eliminate the hazardous condition if correction or elimination thereof is within the authority and capability of the supervisor; or

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

Section III

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

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

ARTICLE 3.4 NOTICE OF CHANGES IN WORK RULES

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

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

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

ARTICLE 3.5 WORK SCHEDULES

Pursuant to the Fair Labor Standards Act (FLSA), employees shall have a fixed workweek that consists of a regular recurring period of 168 consecutive hours (seven 24-hour periods), which can begin and end on any 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 FLSA.

Management may assign employees to work a five/forty, four/ten, nine/eighty, or other work schedule. Management shall have the right to refuse an employee's request to work a four/ten, nine/eighty, or other modified work schedule, and to require the reversion to a five/forty work schedule, provided that the exercise of such right is not arbitrary, capricious or discriminatory. The parties further agree that Management may require employees to change their work schedules (working days or change days off, except the split day) within the same FLSA workweek.

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

ARTICLE 3.6 REST PERIOD

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

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

SECTION 4.0 GRIEVANCES

ARTICLE 4.1 UNION STEWARDS

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

The grievant and his or her representative may have a reasonable amount of paid time off for this purpose. However, said representative will receive paid time off only if he or she is a member of LIUNA.

If a grievance representative must leave his or her work location to represent a grievant, he or she shall first obtain permission from his or her supervisor on a form provided for such purpose. Permission to leave will be granted unless such absence would cause an undue interruption of work. If such permission cannot be granted promptly, the grievance representative will be informed when time can be made available. Such time will not be more than forty-eight (48) hours, excluding

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

Time spent on grievances outside of regular working hours of the employee and/or his or 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 or her representative, only that amount of time necessary to bring about a prompt disposition of the grievance will be allowed.

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

No later than September 30, 2019, or another date mutually agreed upon by the parties, 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 4.2 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 ERB, the employee must elect to pursue the matter under either the grievance procedure herein provided, or by action before the ERB. The employee's election of either procedure shall constitute a binding election of the procedure chosen and a waiver of the alternate procedure.

B. GRIEVANCE PROCESS RIGHTS

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

C. TIME, TIME LIMITS, AND WAIVERS

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

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

D. MEDIATION

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

2. The primary effort of the mediator shall be to assist the parties in settling the grievance in a mutually satisfactory fashion. The mediation procedure shall be informal, i.e., court reporters shall not be allowed, the rules of evidence shall not apply, and no formal record shall be made. The mediator shall determine whether witnesses are necessary in the conduct of the proceedings.
3. If settlement is not possible, the mediator may be requested to provide the parties with an immediate oral opinion as to how the grievance would be decided if it went to arbitration. Such opinion shall be advisory only. Upon mutual agreement of the parties, the mediator may be requested to furnish such opinion in writing, along with a brief statement of the reasons for the opinion. Such opinion shall not be used during any subsequent arbitration.
4. Notwithstanding the above, and LAAC Section 4.865, the parties may mutually agree to accept the opinion of the mediator as binding.
5. If mediation does not resolve the issue, the grievant has ten (10) business days to file an appeal to the next level in the procedure.

E. EXPEDITED ISSUES

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

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

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

GRIEVANCE PROCESS

STEP 1 – ISSUE IDENTIFICATION AND INFORMAL DISCUSSION

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

The immediate supervisor shall meet with the employee, secure clarification of the issue, consider the employee's proposed solution, and discuss possible alternative solutions

and/or other administrative remedies. The immediate supervisor shall inform the department's personnel office, and the personnel director shall inform the Union of the grievance. The immediate supervisor shall respond verbally within ten (10) business days following the meeting with the employee. Failure of the supervisor to respond within the time limit shall entitle the employee to process the issue to the next step.

STEP 2 – GRIEVANCE INITIATION (FORMAL)

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 – GRIEVANCE APPEAL

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

Los Angeles Police Department only:

If the grievance is not resolved at Step 2, or the Chief of Police, or designee, fails to respond within the time limit, the grievant may process the grievance to the next level. The employee may serve written notice of the grievance to the Police Commission, or designee, within ten (10) business days following (a) receipt of the written response at Step 3, or (b) the last day of the response period provided for in Step 3. Failure of the grievant to serve such notice shall constitute a waiver of the grievance. The grievance shall be heard by the Commission, or designee, within ten (10) business days of the receipt of the appeal, and a written decision shall be rendered within 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 ERB. A copy of this notice shall be served upon the department's personnel officer. The request for arbitration must be filed with the ERB within twenty (20) business days following (a) the date of service of the written response of the General Manager/Commission or the designee, or (b) the last day of the response period provided for in Step 3. Failure of the Union to serve a written request for arbitration with the ERB within said period shall constitute a waiver of the grievance.

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

Arbitration of a grievance hereunder shall be limited to the formal grievance as originally filed by the employee to the extent that said grievance has not been satisfactorily resolved. The proceedings shall be conducted in accordance with applicable rules and procedures adopted or specified by the ERB, unless the parties hereto agree to other rules or procedures for the conduct of such arbitration. The fees and expenses of the arbitrator shall be shared equally by the parties involved, it being mutually understood that all other expenses including, but not limited to, fees for witnesses, transcripts, and similar costs incurred by the parties during such arbitration, will be the responsibility of the individual party incurring same.

The decision of an arbitrator resulting from any arbitration of grievances hereunder shall not add to, subtract from, or otherwise modify the terms and conditions of this MOU.

PROCEDURE FOR GRIEVANCES AFFECTING A GROUP OF EMPLOYEES

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

PROCEDURE:

STEP 1 – GROUP GRIEVANCE INITIATION (FORMAL)

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

Los Angeles Police Department only:

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

STEP 2 – GROUP GRIEVANCE APPEAL

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

SECTION 5.0 BENEFITS

ARTICLE 5.1 SICK LEAVE ALLOWANCE

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

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

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

A. SICK LEAVE ACCRUAL AND USAGE

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

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

4. Effective January 1, 1997, if a full-time employee retires from City service or, if a full-time employee who is eligible to retire on or after July 1, 1996, dies prior to retirement, any balance of accumulated sick leave at 100% of full pay up to a maximum of 800 hours remaining unused at the time of retirement or death shall be compensated to the employee or, in the event of the death of the employee, to the employee's legal beneficiary(ies) by a cash payment of 50% of the employee's salary rate on the date of retirement or death.
5. As of January 1, 1998, any unused balance of sick leave at 50% of full pay shall be frozen with no further credits or withdrawals permitted.

Effective January 1, 1997, if a full-time employee retires from City service or, if a full-time employee who is eligible to retire on or after July 1, 1996, dies prior to retirement, any balance of accumulated sick leave at 50% of

full pay remaining unused at the time of retirement or death shall be compensated to the employee or, in the event of the death of the employee, to the employee's legal beneficiary(ies) by a cash payment of 25% of the employee's salary rate on the date of retirement or death.

6. If a full-time employee separates from City service and is rehired by the City within one (1) year from the date of separation, previously accrued and unused sick leave shall be reinstated.
- B. Employees in this Unit will not normally be required to submit a doctor's certificate to justify a claim for sick leave benefits unless there is reason to believe that such privilege is being abused. Reason(s) for requiring a doctor's certificate shall be: (a) any illness which exceeds six (6) consecutive regularly assigned working days; or (b) Management believes that based on an employee's attendance record that said employee has been malingering, or has engaged in a job action.

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

C. PREVENTIVE MEDICAL TREATMENT

Notwithstanding LAAC Section 4.126(d), employees may use up to forty-eight (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 5.2 FAMILY ILLNESS

- A. Management's present practices of allowances for leave for family illness will be continued during the term of this MOU. Effective January 1, 2016, the aggregate number of working days allowed in any one calendar year with full pay shall not exceed fifteen (15) working days (120 hours). Such practice of allowance for leave of illness in family shall be in accordance with LAAC Section 4.127. Upon the adoption of a child, an employee will be permitted to use fifteen (15) working days (120 hours) of family illness sick leave.

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

- B. The definition of "immediate family" shall include: the father, father-in-law, mother, mother-in-law, brother, sister, spouse, child, foster child, grandparents, grandchildren, step-parents, step-children of any employee of the City, great-grandparents, great-grandchildren, the domestic partner of the employee, a household member (any person residing in the immediate household of the employee at the time of the illness of injury), a designated person (as defined and

limited in Article 5.9) and the following relatives of an employee's domestic partner: child, grandchild, mother, father.

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

Notwithstanding the provisions of LAAC Section 4.127, employees who are not otherwise subject to attendance monitoring shall not be required to submit a doctor's note for the first day's usage of family illness or for the use of one day of family illness.

ARTICLE 5.3 BEREAVEMENT LEAVE

Management's present practices with regard to allowances for leave because of a death of a member of an employee's immediate family will be continued during the term of this MOU. Notwithstanding LAAC Section 4.127.1, "immediate family" shall include the father, father-in-law, mother, mother-in-law, brother, sister, spouse, child, grandparents, great-grandparents, grandchildren, great-grandchildren, step-parents, step-children, foster parents, foster children, a domestic partner, any relative who resided in the employee's household, a household member (any person residing in the immediate household of the employee at the time of death), and the following relatives of an employee's domestic partner: child, grandchild, mother, father. Such practices of allowances for leave because of family deaths shall be administered in accordance with LAAC Section 4.127.1.

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 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 5.4 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 LAAC Section 4.123.

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

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

ARTICLE 5.5 PERSONAL LEAVE

On January 1st 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 (1) 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 1st 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.

ARTICLE 5.6 VACATION

- A. Notwithstanding the provisions of LAAC Section 4.245, each employee in this Unit who has completed his or her qualifying year on or after that date shall be entitled to the following number of vacation days with full pay, based on the number of years of City service completed; accrued and credited at the rates indicated, subject to deductions for absences as provided in LAAC Section 4.246.

Years of Service Completed	Number of Annual Vacation Days	Monthly Accrual Rate In Hours/Minutes	Total Annual Vacation Hours	Maximum Vacation Accrual In Hours As of 9/1/19
1 - 4	11	7.20	88	264
5 - 12	17	11.20	136	408
13	18	11.20	144	432
Years of Service Completed	Number of Annual Vacation Days	Monthly Accrual Rate In Hours/Minutes	Total Annual Vacation Hours	Maximum Vacation Accrual In Hours As of 9/1/19
14	19	11.20	152	456
15	20	11.20	160	480
16	21	11.20	168	504
17	22	14.40	176	528
18	23	14.40	184	552
19 - 24	24	16.00	192	576
25	25	16.40	200	600

- B. Accumulation of Vacation Time

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

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

ARTICLE 5.7 VACATION SCHEDULES

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

ARTICLE 5.8 HEALTH/DENTAL AND FLEX 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

- A. The health plans offered and benefits provided by those plans shall be those approved by the City's JLMBC and administered by the Personnel Department in accordance with LAAC Section 4.303.
- B. Effective January 1, 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.
- C. Management will apply the subsidy first to the employee's coverage. Any remaining balance will be applied toward the coverage of the employee's dependents under the plan.
- D. Management agrees to contribute for each half-time employee, as defined by LAAC Section 4.110, who became a member of LACERS after July 24, 1989, and for each employee who transfers from full-time to half-time status after

July 24, 1989, a monthly subsidy not to exceed the Kaiser employee-only rate, toward the cost of his or her 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.

- E. Any employee who was receiving a full health subsidy as of July 24, 1989, in accordance with this Article, who transfers to half-time status following that date shall continue to be eligible for the full subsidy and shall be subject to any adjustments applied to that subsidy as provided in this Article. This provision shall apply providing that such employee does not have a break in service subsequent to July 24, 1989. Any half-time employee with a break in service after July 24, 1989, shall be subject to the partial subsidy provisions in this Article.
- F. Full-time employees who work a temporary reduced schedule under the provisions of Article 5.8 Family and Medical Leave, shall continue to receive the same subsidy as full-time employees and will be subject to any adjustments applied to that subsidy as provided in this Article.
- G. Further, any half-time employee receiving either a full or partial subsidy in accordance with this Article who, subsequent to July 24, 1989, becomes an intermittent employee shall not be eligible for such subsidy, notwithstanding his or her status as a member of LACERS.
- H. During the term of this MOU, the JLMBC will review all rate changes and their impact on the Health Plans.

SECTION II - DENTAL PLANS

- A. The dental plans offered and benefits provided by those plans shall be those approved by the JLMBC and administered by the Personnel Department in accordance with LAAC Section 4.303.
- B. 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.
- C. For each half-time employee, as defined in 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 24, 1989, Management will expend an amount equivalent to one-half of the cost of the employee-only coverage of the most expensive plan under the City-sponsored Dental Program. Half-time employees who, prior to July 24, 1989, were receiving the full employee-only subsidy shall continue to receive the full employee-only subsidy.

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

SECTION III - DEFINITION OF DEPENDENT

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

SECTION IV - GENERAL PROVISIONS

An open enrollment period of at least 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 5.8 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 5.8 herein. However, for any unpaid portion of Family or Medical Leave, health and/or dental plan subsidies shall be continued for a maximum of nine (9) pay periods, except while an employee is on a Pregnancy Disability Leave absence (up to 4 months), Management shall continue the City's subsidy for her pregnancy health coverage (medical plan subsidy) in compliance with the provisions of SB 299 and AB 592 enacted in 2011.

SECTION VI - BENEFIT PROTECTION PLAN

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

ARTICLE 5.9 FAMILY AND MEDICAL LEAVE

I. AUTHORIZATION FOR LEAVE

- A. During the term of this MOU, 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 5.2, Employee Benefits, Family Illness), 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.
- B. An employee may take leave under the provisions of this Article if he or she has a serious health condition that makes him/her unable to perform the functions of his or her position.
- C. Leave under the provisions of this Article shall be limited to four (4) months (nine [9] pay periods [720 hours]) 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.
- D. **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 IV of this Article.)

II. DEFINITIONS

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

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

III. ELIGIBILITY

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

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

- B.
1. Parents (including those who are domestic partners) who both work for the City may each individually take leave under the provisions of this Article at the same time to care for a new child by birth or adoption, or foster care of a child.
 2. Spouses or domestic partners who both work for the City may take leave under the provisions of this Article at the same time to care for a sick parent. However, the aggregate period of time to which both are entitled is limited to the time allowed for only one employee.
 3. Each employee must notify his or her employing department at the time the leave is requested of the name and department of the second family member who is requesting leave for the same incident. Such notification must include the starting and ending dates of the time period for which each employee is requesting leave.
 4. The time limitation described above does not apply to leave taken by one spouse or one domestic partner to care for the other who is seriously ill, or to care for a child with a serious health condition.

IV. CONDITIONS

A. **Pregnancy**

1. 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.
2. In accordance with Pregnancy Disability Leave ("PDL") under the 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.
3. 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 IV.B "Adoption." (The administration of such leave shall be in accordance with Sections III.B. and IV.F of this Article.)

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

1. 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 or 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 LAAC Section 4.110 during the duration of their part-time schedule.
 2. In accordance with the California Family Rights Act, 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 the California Family Rights Act, the basic minimum duration of bonding leave is two (2) weeks, and on any two (2) occasions an employee is entitled to such bonding leave for a time period of less than two (2) 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.
- G. If any employee requires another leave for a separate incident under the provisions of this Article during the same 12-month period, a new request must be submitted.
- H. A personal leave beyond the four (4) month (nine [9] pay periods [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.
- I. An employee receiving temporary workers' compensation benefits (either IOD or the rate provided in Division IV of the California Labor Code) who meets the eligibility requirements in III.A. of this Article shall automatically be considered to be on family or medical leave, effective the first day of the employee's absence.
- J. Management has the right to verify the certification of a serious health condition by a health care provider for a leave under the provisions of this Article. Management shall allow the employee at least fifteen (15) calendar days to obtain the medical certification.
- K. Upon return from family or medical leave, an employee shall be returned to his or her original job or to an equivalent job.

V. NOTICE REQUIREMENTS

A. Employee

When an employee requests family or medical leave, he or 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 thirty (30) days' notice. However, if the leave must begin in less than thirty (30) days, the employee must provide as much advance notice as is practicable.

B. Management

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

VI. APPLICABLE TIME OFF

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

A. Childbirth (Mother)

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

6. Accrued compensatory time off may be used at the employee's discretion, with management approval, after exhaustion of 100% sick leave (3 above). However, FLSA compensatory time off shall not be counted against the employee's four-month (nine [9] pay periods [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.

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

1. 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 below.
2. Accrued vacation available at the start of the leave shall be taken. Such time must be used prior to the use of time under 3, 4, 5, and 6 below.
3. Accrued 100% sick leave. The use of sick leave under this subsection is at the employee's discretion.
4. Accrued 75% sick leave, following use of all 100% sick leave. The use of sick leave under this subsection is at the employee's discretion.
5. Unpaid leave.
6. Accrued compensatory time off may be used at the employee's discretion, with management approval, after exhaustion of 100% sick leave (3 above). However, FLSA compensatory time off shall not be counted against the employee's four-month (nine [9] pay periods [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.

C. Personal Medical Leave

1. Accrued 100% sick leave may be used at the employee's discretion. Such leave may be taken before or after the vacation described in No. 3 below.

2. Accrued 75% sick leave may be used following use of all 100% sick leave at the employee's discretion. Such leave may be taken before or after the vacation described in 3 below.
3. Accrued vacation time.
4. Unpaid leave.
5. Accrued compensatory time off may be used at the employee's discretion, with management approval, after exhaustion of 100% sick leave (No. 1 above). However, FLSA compensatory time off shall not be counted against the employee's four-month (nine [9] pay periods [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.

VII. SICK LEAVE RATE OF PAY

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

VIII. MONITORING

Management shall maintain such records as are required to monitor the usage of leave as defined in this Article. Such records are to be made available to the Union upon request.

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

ARTICLE 5.10 TEMPORARY DISABILITY WORKERS' COMPENSATION (IOD)

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

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

The City agrees to expansion of the Alternative Dispute Resolution (ADR) program currently in place for four bargaining units represented by SEIU 721 to LIUNA. Agreements will be executed between the LIUNA and the Personnel Department.

ARTICLE 5.11 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, LAAC Section 4.1033, which provides that this seven percent (7%) employee retirement contribution will continue until June 30, 2026 or until the ERIP cost obligation is fully paid, whichever comes first.
2. For employees hired on or after the date of adoption of the Ordinance implementing LACERS Tier 3, the retirement formula for LACERS Tier 3 and a flat-rated employee retirement contribution of seven percent (7%) shall be continued during the term of the MOU.

B. Retiree Health Benefits

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

4. With regard to LACERS Tier 3, the Implementing Ordinance shall provide that all Tier 3 members shall contribute to LACERS four percent (4%) of their pre-tax compensation earnable toward vested retiree health benefits, and shall amend LAAC Division 4, Chapter 11 to provide the same vested benefits to all Tier 3 members as currently are provided to Tier 1 members who make the same four percent (4%) contribution to LACERS under the retiree health benefit program.
5. The entitlement to retiree health benefits under this provision shall be subject to the rules under LAAC Division 4, Chapter 11 in effect as of the effective date of this provision, and the rules placed into LAAC Division 4, Chapters 10 and 11, with regard to Tier 3 by the Implementing Ordinance.
6. As further provided herein, the amount of employee contributions is subject to bargaining in future MOU negotiations.
7. The vesting schedule for the Maximum Medical Plan Premium Subsidy for employees enrolled in LACERS Tier 1 and LACERS Tier 3 shall be the same.
8. Employees whose Health Service Credit, as defined in LAAC Division 4, Chapter 11, 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 LACERS are affected shall be recommended to the City Council by the CAO as affecting the membership of all employees in LACERS. Such modifications need not be included in the MOU in order to be considered appropriately negotiated.
2. Proposals for minor benefit modifications and technical changes will be considered and reported on as appropriate, but no more than once a year, in a report from the CAO to the City Council. Affected organizations shall be given the opportunity to review the proposed minor changes prior to the release of the report, and their views shall be included in the report.
3. If agreement is not reached between Management and the organizations representing a majority of the members in LACERS as to whether a

particular proposal constitutes either a major or a minor modification, the proposal shall be treated as a major modification.

ARTICLE 5.12 UNION-SPONSORED SUPPLEMENTAL INSURANCE

- A. Each employee in the Unit will be enrolled in supplemental insurance programs designated by LIUNA.
- B. Operative July 1, 2007, the City will forward for each employee in the Unit who is a member of the LACERS on paid status, eleven dollars and twenty cents (\$11.20) biweekly to LIUNA for distribution by the Union to designated carriers in the necessary amounts to cover enrollment in these programs.
- C. LIUNA agrees to indemnify and hold harmless the City against all claims, including costs of suits and reasonable attorney fees and/or other forms of liability arising from the implementation of the provisions of this Article.

ARTICLE 5.13 HOLIDAYS AND HOLIDAY PAY

The following days shall be treated as holidays:

- 1. New Year's Day (January 1)
 - 2. Martin Luther King's Birthday (the third Monday in January)
 - 3. Presidents' Day (the third Monday in February)
 - 4. Cesar E. Chavez' Birthday (the last Monday in March)
 - 5. Memorial Day (the last Monday in May)
 - 6. 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. Veterans Day (November 11)
 - 11. Thanksgiving Day (the fourth Thursday in November)
 - 12. The day 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. Two unspecified holidays.
- A. When any holiday from 1 through 13 above falls on a Sunday, it shall be observed on the following Monday.
 - B. When any holiday from 1 through 13 above falls on a Saturday, it shall be observed on the preceding Friday.

- C. Any holiday declared by proclamation of the Mayor shall not be deemed to advance the last scheduled working day before a holiday for purposes of computing any additional time off.
- D. Whenever a holiday from 1 through 13 above occurs during an employee's regularly scheduled work week, eight (8) hours of paid leave shall be credited for the purpose of computing overtime pay for work performed after forty (40) hours.
- E. Whenever a holiday listed under 14 and/or 15 above occurs during an employee's regularly scheduled work week, the appropriate number of hours of paid leave shall be credited for the purpose of computing overtime pay for work performed after forty (40) hours.
- F. Whenever a holiday falls on an employee's 9/80 or modified day off, the employee shall take an alternate day off within the same calendar week as the holiday.
- G. An employee who works in excess of: eight (8) hours on any holiday listed from 1 through 13 above, or works in excess of any day or portion thereof declared to be a holiday by proclamation of the Mayor, shall be paid at the rate of "time and one-half" (1 ½) his or her hourly rate of pay but said excess hours shall not be included when calculating the employee's work week for overtime pay purposes.
- H. Holiday Premium Pay - Any FLSA non-exempt employee who works on any holiday listed above will receive eight (8) hours (or portion thereof as specified above in A.14) of holiday pay and one and one-half (1-1/2) the hourly rate for all hours worked on the observed holiday, provided the employee has (1) worked his or her assigned shift immediately before and his or her assigned shift immediately after the holiday, or, (2) prior to such holiday Management has authorized the employee to take paid leave time off in lieu of the requirement to work said shifts. Any employee who fails to meet these requirements will be paid at the rate of one hour for each hour worked. Employees shall not receive both overtime and holiday premium pay for the same hours.
- I. For each holiday listed above which results in time off with pay for employees working a Monday through Friday work week, employees who are scheduled to work other than the Monday through Friday work week shall be entitled to such day off with pay or shall be compensated in accordance with all pertinent provisions of A through H above. If such holiday falls on the employee's scheduled day off, an alternative day off in lieu shall be scheduled within the same calendar week as the holiday.
- J. The additional compensation for work performed on a holiday as provided herein shall not apply to employees whose regular rate of pay is bonused to include pay for holidays worked.

- K. Management shall have the sole authority and responsibility to determine whether the compensation for any holidays worked shall be in cash or paid leave time off.
- L. The unspecified holidays shall be taken in accordance with the following requirements:
1. Each unspecified holiday must be taken in one full normal working day increment of eight (8) hours during the calendar year in which it is credited or it will be forfeited. The request for such time off, if timely submitted by the employee, will be promptly approved by Management subject to the operating needs of the employee's department, office or bureau. If an unforeseen operating requirement prevents the employee from taking such previously-approved holiday(s), Management will reschedule the holiday(s) so that it/they may be taken on some other reasonably satisfactory date(s) within the calendar year.
 2. Any break in service (i.e., resignation, discharge, retirement) prior to taking the holiday shall forfeit any right thereto.
 3. The holiday(s) shall not be utilized to extend the date of any layoff.
 4. No employee shall be entitled to such unspecified holiday(s) until he or she has completed six months of service.
 5. Employees who work in intermittent, on call, vacation relief, or seasonal positions shall not be entitled to the unspecified holiday(s).
 6. No employee shall receive more than two unspecified holidays each calendar year as provided above. Thus, (a) an employee transferring from the Department of Water and Power (DWP) to any other City department, office or bureau will not receive (an) unspecified holiday(s) after taking such holiday(s) prior to leaving the DWP, and (b) employees who resign or are terminated and then rehired during the same calendar year, will not receive (an) additional unspecified holiday(s) when rehired.
- M. Except in emergencies, no employee(s) assigned to a Refuse Collection crew will be required to work on any of the following holidays: New Year's Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day, but shall in lieu thereof, work the next Saturday following each such holiday at the rate of "time and one-half" (1½) his or her hourly rate of pay. Such employee shall receive a minimum of eight (8) hours pay at the said rate.

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

ARTICLE 5.14 RAIN GEAR

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

ARTICLE 5.15 UNIFORMS

- A. Uniforms required by Management will be replaced, maintained and cleaned at the employee's expense. Management will give to each employee, in the classes listed below, an allowance for such maintenance, replacement, and cleaning of thirty-five dollars (\$35.00) each pay period for laundering wash and wear type uniforms, and forty-five dollars (\$45.00) each pay period for dry cleaning dress-type uniforms.
- B. In the event that an appointing authority changes the type and/or style of a required uniform, said appointing authority will, subject to review and approval by the CAO, provide an appropriate initial issue of the revised uniform to the affected employees.

<u>Class Code</u>	<u>Class Title</u>
3187-1	Chief Security Officer I
3187-2	Chief Security Officer II
3176	Custodian Supervisor (Airports and Zoo only)
3126	Labor Supervisor (General Services only)
3145	Park Maintenance Supervisor (R & P only)
3537	Parking Services Supervisor (General Services only)
4312	Principal Animal Keeper
3215	Principal Detention Officer
3210	Principal Property Officer
3200	Principal Security Officer
3198	Municipal Police Lieutenant
4316-1	Senior Animal Control Officer I
4316-2	Senior Animal Control Officer II
4305	Senior Animal Keeper
3212	Senior Detention Officer
3529-1	Senior Parking Attendant I
3529-2	Senior Parking Attendant II
3209	Senior Property Officer
3184	Senior Security Officer
3185	Municipal Police Sergeant
3218-1	Senior Traffic Supervisor I
3218-2	Senior Traffic Supervisor II
3218-3	Senior Traffic Supervisor III
3117-1	Tree Surgeon Supervisor I
3117-2	Tree Surgeon Supervisor II
4113	Wastewater Collection Supervisor

- C. Notwithstanding the list above, any Unit employee required to wear a uniform shall be eligible to receive the applicable allowance in the first paragraph of this provision.
- D. During the term of this MOU, in the Department of Transportation, Management will provide: (a) two coveralls/jumpsuits each to employees in the class and pay grade of Senior Traffic Supervisor I, Code 3218-1, who are assigned to the following details: Abandoned Vehicle, Habitual Parking Violators, or Vehicle Abatement; and (b) one bike uniform (polo style shirt, shorts (with or without pads), undershorts with pads, pants, and jacket with reflector backing) each for employees in the class and pay grade of Senior Traffic Supervisor I, II, and III who are assigned to the Bike Detail.
- E. Each department shall develop safety shoe standards to include safety requirements, style and color consistent with operating needs and reasonable uniformity. All employees, including new hires and transfers, shall be responsible for compliance with these standards. Failure to wear approved and serviceable safety shoes while on duty may subject the employee to appropriate discipline.
- F. Employees who are required by Management to wear a specific safety-type work shoe/boot or a uniform shoe/boot and whose employing department does not already provide said shoes or boots or a cash allowance, shall receive an annual cash allowance of two hundred dollars (\$200.00) for the purchase, repair and maintenance of said shoes or boots provided they are on active payroll status each January 1 during the term of this MOU. This payment shall be made by separate check to eligible employees in each February for the term of the MOU.

ARTICLE 5.16 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 approved by the State on or about October 2, 2018. In accordance with California Labor Code Section 3201.7, this Agreement was reached separate and apart from outside the collective bargaining process for this MOU. Said Agreement includes a Joint Labor Management Committee (JLMC), the terms of which are incorporated in the body of the ADR Agreement.

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

SECTION 6.0 COMPENSATION

ARTICLE 6.1 BILINGUAL DIFFERENTIAL

- A. 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 LAAC Section 4.84. The Bilingual Differential is pensionable when regularly assigned.
- B. 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 LAAC Section 4.84.

ARTICLE 6.2 SIGN LANGUAGE PREMIUM

Any qualified employee who is requested by the Communications Assistance Center to utilize sign language shall receive compensation equal to the first premium level rate above the appropriate step rate of the salary range prescribed for his or her class for each business day the skill is used. Such practices of additional compensation shall be in accordance with LAAC Section 4.84.1. The Sign Language Premium is pensionable when regularly assigned and non-pensionable when assigned on a daily basis.

ARTICLE 6.3 SHIFT DIFFERENTIAL

- A. Employees covered by this MOU, excluding employees in the classes of Municipal Police Sergeant, Code 3185, and Municipal Police Lieutenant, Code 3198, who are required to work between the hours of 5:00 p.m. and 8:00 a.m. shall receive compensation at the appropriate step of the second premium level above the salary range prescribed for the class. Notwithstanding the provisions of LAAC Section 4.74(c), employees in the classes of Senior Security Officer, Code 3184, and Principal Security Officer, Code 3200, shall receive shift differential in accordance with the provisions herein. The Shift Differential compensation is pensionable when regularly assigned.
- B. Notwithstanding the above, employees who, prior to July 1, 2004, were receiving this bonus when working less than 50% of their work day between the hours of 5:00 p.m. and 8:00 a.m., shall not be denied the bonus as a result of the addition of the requirement of working more than 50% of the work day between 5:00 p.m. and 8:00 a.m.

ARTICLE 6.4 CALL BACK PAY

- A. Whenever an employee is ordered by Management to return to duty at a designated work site following the termination of the employee's work shift and departure from his or her work location, the employee shall receive a minimum

payment equivalent to four hours of pay at the rate of "time and one-half" (1½) his or her regular hourly rate of pay.

- B. Compensated time shall begin at the time the employee is called out and end upon completion of the job. This compensated time includes a maximum of one (1) hour travel time to the job location.

ARTICLE 6.5 COURT APPEARANCES

Section I

- A. The following court provisions will apply to all employees in the Unit, except those in the Police Department, Senior (Sgt.) and Principal (Lt.) Security Officers.
- B. When an employee is required to appear in the Superior or Federal Court outside of his or her normal duty hours, but on a matter arising within the scope of his or her employment, said employee shall be entitled to receive a minimum of one hour at 1½ times the employee's regular rate of pay, payable in six (6) minute increments. The minimum guarantee provisions of this Article will not apply to the Department of Airports or the Harbor Department, which will be governed by past practices. No compensation shall be paid for the first 45 minutes of the court's noon recess, provided, however, that no such compensation shall be allowed unless such employee is in actual attendance in court. Such compensation for court appearances may be in either time off or cash. Call-back provisions are not applicable to court appearances.

Section II

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

A. Basic Compensation

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

1. An off-duty employee shall receive a minimum of four (4) hours overtime compensation for any court day he or she is subpoenaed to be on call or required to appear.
2. An off-duty employee shall receive hour-for-hour overtime compensation for each additional hour of actual attendance in excess of the four (4) hour minimum provided for in Paragraph A.1. above, with the following noontime recess exceptions:

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

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

B. Multiple Cases

An off-duty employee who receives morning and afternoon subpoenas for separate cases on a court day shall receive overtime compensation as in Paragraph A.1. above for each case for a total of eight (8) hours. In addition, he or she shall receive hour-for-hour overtime compensation for each additional hour of actual court attendance in excess of four (4) hours.

C. Exceptions to the Four-Hour Minimum

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

1. Court appearances or on call status commencing four (4) hours or less before the employee's regularly assigned shift begins. Compensation will be for the actual time between the commencement of the court appearance or on call and the beginning of the employee's assigned shift with the same noon recess provisions as outlined in Paragraph A.2. above.
2. Court appearances commencing four (4) hours or less after the employee's regularly assigned shift ends. Compensation will be for the actual time between the end of the employee's assigned shift and the termination of the court appearance with the same noon recess provisions as outlined in Paragraph A.2. above.

3. Court appearances or on-call that 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 appearance or on-call status with the same noon recess provisions as outlined in Paragraph A.2. above.

ARTICLE 6.6 JURY SERVICE

- A. Any employee duly summoned to attend any court of competent jurisdiction for the purpose of performing jury service shall, for those days during which jury service is actually performed and for those days necessary to qualify for jury service, receive his or her regular salary. The absence of the employee for the purpose of performing jury service shall be deemed to be an authorized absence with pay within the meaning of LAAC Section 4.75.
- B. During the time the employee is actually reporting for jury service, the head of the department, office, or bureau, or his or her 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 his or her converted shift that he or she is not required by the court to perform jury service.
- C. Compensation for mileage paid by the courts for jury service shall be retained by the employee.
- D. Employees performing jury service on a designated City holiday shall be compensated for the designated City holiday; additional time off for that holiday shall not be provided.

ARTICLE 6.7 CIVIC DUTY

Whenever an employee is served with a subpoena by a court of competent jurisdiction which compels his or her presence as a witness during his or her normal working period, unless he or she is a party to the litigation or an expert witness, such employee shall be granted time off with pay in the amount of the difference between the employee's regular earnings and any amount he or she receives for such appearance. This Article is not applicable to appearances for which the employee receives compensation in excess of his or her regular earnings. 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 6.8 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. However, Management may consider special skills required to perform particular work. The parties understand that no employee shall work overtime without prior approval from his or her supervisor and that unofficial overtime, "white time", is absolutely prohibited. FLSA non-exempt employees may not work outside of scheduled working hours, or during unpaid meal periods, without the prior written approval of a supervisor consistent with department policy. Failure to secure prior approval may result in discipline.

B. Rate and Methods of Compensation - FLSA Non-Exempt Employees

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

C. Compensated Time Off

In accordance with FLSA, no employee shall lose CTO. Employees may, subject to Management discretion, be permitted to accumulate up to 80 hours of compensatory time off (CTO). An employee who has requested the use of CTO for overtime worked must be permitted by Management to use such time within a reasonable time period after making the request unless the use of the CTO within a reasonable period would "unduly disrupt" the operations of the City department. A reasonable time period depends on the customary work practices of the work unit/section/division/department. This standard does not apply to non-FLSA overtime (i.e., overtime earned pursuant to this MOU that does not meet the FLSA definition of overtime).

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

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

D. 1040/2080 Plan

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

E. Special Events

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

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

ARTICLE 6.9 OVERTIME MEAL ALLOWANCE

Whenever an employee is held over from a scheduled work shift and is required to work more than four (4) hours on an unscheduled overtime work shift, the employee shall be paid an overtime meal allowance of \$10.00 unless Management provides a meal.

ARTICLE 6.10 MILEAGE

- A. Any employee authorized to use his or her own vehicle, pursuant to LAAC Division 4, Chapter 5, Article 2, in the performance of his or her duties, shall be reimbursed for his or her transportation expenses at the rate of fifty-seven and one-half cents (\$.575) for each mile traveled in any biweekly pay period.
- B. During the term of this MOU, the cents per mile reimbursement shall be increased to an amount equal to the annual standard car mileage allowance as determined by the Internal Revenue Service (IRS). The CAO shall certify to the Controller appropriate changes, if required, to become effective the beginning of the pay period in which January 1 falls, or on such other date as the IRS may determine.

ARTICLE 6.11 TRAVEL ALLOWANCE

- A. Notwithstanding LAAC Section 4.222, whenever an employee is required to travel directly between his or her home and place of temporary assignment, as provided in LAAC Section 4.221, he or she shall receive payment at the rate of four dollars (\$4.00) for each day that such travel occurs. All other provisions of LAAC Sections 4.220 - 4.226 which relate to payment for travel of certain employees from their homes to temporary job locations remain unchanged.
- B. Notwithstanding LAAC Section 4.222.1, whenever an employee is required to travel from one job site to another within a work day, he or she shall receive payment at the rate of four dollars (\$4.00) for each day that such travel occurs.
- C. Where an employee qualifies under both sections A and B above, such employee shall be entitled to receive six dollars (\$6.00) per day.

ARTICLE 6.12 EARLY REPORT PAY

- A. A regularly assigned employee who is required to report earlier than his or her regularly-scheduled starting time for the convenience of his or her department, office or bureau, shall receive "time and one-half" his or her regular hourly rate of pay for each hour of work performed prior to his or her regularly scheduled starting time. Such compensation may be made in either cash or compensatory time off at the discretion of Management.
- B. Management maintains its authority to retain employees who are called in before the start of their regular starting time for their full, regularly scheduled shift. Hours worked prior to an employee's regularly scheduled starting time qualify the employee to receive Early Report Pay. Consistent with any department procedures which may exist, employees may or may not be retained beyond eight hours, subject to operational needs.
- C. In the event an employee receives Early Report Pay and is required to work his or her full regularly scheduled shift in addition to the Early Report Pay hours, the employee shall not receive overtime for working his or her full, regular shift. Prescheduled shift adjustments with at least a 48-hour notice do not qualify for Early Report Pay.

ARTICLE 6.13 STAND-BY PAY

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

- B. Management may, at its discretion, provide assigned employees with electronic devices. However, only those employees actually designated and assigned to be on stand-by, while not otherwise on duty, shall receive the prescribed hourly bonus.
- C. In the event an employee on stand-by duty is called to return to work, said employee shall be subject to the provisions of Article 6.4 herein (Call Back Pay) and shall not receive stand-by pay while receiving call back pay.

ARTICLE 6.14 ACTING PAY ASSIGNMENT

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 his or her regular rate of compensation. Management shall not divide or alternate the assignment of higher level duties during the qualifying period. Such additional compensation shall begin on the 11th consecutive working day in such assignment. For employees assigned to a modified work schedule, such as 9/80 or 4/10, compensation shall begin on the next day following the completion of 80 consecutive hours of assignment.

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

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

B. Vacant Higher Level Position

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

C. Status Review

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

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

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

D. Compensation

An employee qualifying for additional compensation as stated above shall receive salary at two (2) premium levels above the appropriate step on the salary range prescribed for his or her class, for each day on duty (present for 50% or more of the work day) in an acting assignment. However, the maximum pay rate for such duty shall be limited to the top step of the salary range that has been established as compensation for the higher level position to which the employee has been assigned.

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

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

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

ARTICLE 6.15 SUPERVISION DIFFERENTIAL

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

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

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

ARTICLE 6.16 DISTURBANCE CALLS

Whenever an employee is contacted while on off-duty status by the Department/City to furnish information or take action needed to maintain the continuity of City business, without the necessity of having to personally report for duty, such employee shall receive a minimum of one hour of compensation at the overtime rate of "time and one-half" (1½) in cash for each such incident. Work in excess of one (1) hour shall be treated in accordance with the call back provisions of the MOU and subject to the following limitation:

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

ARTICLE 6.17 SALARIES

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

Appendix A – January 1, 2023

A. SALARY STEPS

1. Employees hired into Targeted Local Hire Program (TLHP) positions shall be hired at Step 1 and shall remain on Step 1 for the duration of a twelve (12) month probationary period. TLHP position hourly wages will begin one (1) premium level below the entry level of the targeted Civil Service classification which will not be below fifteen dollars (\$15.00) per hour.
2. Employees hired into non-TLHP positions shall be hired at Step 2 (or appropriate higher step in accordance with applicable MOU provisions or LAAC Section 4.90).
3. Employees shall remain on Steps 2 and 3 for nine (9) months each.
4. Steps 4 through 8 are separated by two (2) premium levels (Step 4 is one [1] premium level above Step 3). Employees shall advance to each subsequent step after twelve (12) months.
5. 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 twelve (12) months.

(Note: On the City's salary range tables, each premium level is equal to approximately 2.75%.)

B. SALARY ADJUSTMENTS

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]):

1. Effective January 1, 2023, the base hourly wages for all Unit employees shall be increased by 3.0%. (Appendix A)

C. EXTENSION OF STEP ADVANCEMENT DATE – UNCOMPENSATED HOURS

Uncompensated absences of sixteen (16) days (128 hours for employees on a work schedule other than 5/40) or less during the 2,080-hour qualifying period and during each subsequent 2,080-hour annual period shall not extend the step advancement date. The step advancement date shall be extended one (1) 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 State of California Labor Code, Division IV 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 twelve (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. PART-TIME EMPLOYEES

1. Civil Service Half-Time Employees

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

2. Intermittent Employees and Half-Time Employees Exempted from Civil Service

Intermittent employees and half-time employees exempted from Civil Service provisions by Charter Section 1001 shall be paid a salary rate corresponding to the entering step in the salary range for the classification in which the employee is employed. Full-time or half-time employees changing to intermittent status in the same Civil Service class shall continue to be paid at the same rate (excluding bonuses) they were last paid while a full- or half-time employee until such time as the entering step in the salary range for the class meets or exceeds the salary for the employee.

G. PROMOTIONAL DIFFERENTIAL

Notwithstanding the rate provided for in LAAC Section 4.91, 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 LAAC Section 4.91, any regularly assigned bonus or premium

compensation amounts shall be included in calculating the step rate for the former position and added to the new salary, if applicable, after determining the appropriate salary step rate for the new position.

*Salary Step 1 is reserved for agreed upon TLHP classifications, the minimum step available for promotion is Step 2, unless otherwise specified.

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

FOR THE UNION:



Victor M. Gordo
Business Manager, LIUNA Local 777

Date

Miguel Sanchez
Chapter President, LIUNA Local 777

Art Sweatman
Chapter Board Member, LIUNA Local 777

Michael Bates
Chapter Board Member, LIUNA Local 777

Eric Rabone
Chapter Board Member, LIUNA Local 777

Cheryl Lloyd
Chapter Board Member, LIUNA Local 777

Anthony Jones
Chapter Board Member, LIUNA Local 777

FOR THE CITY:

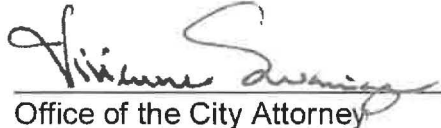


Matthew W. Szabo
City Administrative Officer

12/2/2022

Date

Approved as to Form and Legality:



Office of the City Attorney

December 2, 2022

Date

MOU 12

Appendix A

Operative on January 1, 2023

CLASS CODE	TITLE	RANGE	ANNUAL COMPENSATION			
			STARTING		MAXIMUM	
			STEP	SALARY	STEP	SALARY
3336-1	Airports Maintenance Supervisor I	3517	2	\$ 75,460	--	12 \$ 110,329
3336-2	Airports Maintenance Supervisor II	3708	2	\$ 79,552	--	12 \$ 116,280
3336-3	Airports Maintenance Supervisor III	3818	2	\$ 81,912	--	12 \$ 119,788
4313-0	Animal Care Technician Supervisor	2427	2	\$ 52,074	--	12 \$ 76,107
4145-0	Asphalt Plant Supervisor	3806	2	\$ 81,661	--	12 \$ 119,391
3706-F	Auto Body Repairer Supervisor I					\$ 3,561.60 /BW
3706-2	Auto Body Repairer Supervisor II					\$ 4,011.20 /BW
3706-G	Auto Body Repairer Supervisor II					\$ 3,864.00 /BW
3706-M	Auto Body Repairer Supervisor II					\$ 4,378.40 /BW
3595-1	Automotive Dispatchr I	2142	2	\$ 45,956	--	12 \$ 67,170
3595-2	Automotive Dispatchr II	2574	2	\$ 55,227	--	12 \$ 80,763
3714-0	Automotive Supervisor					\$ 4,011.20 /BW
3714-6	Automotive Supervisor					\$ 4,378.40 /BW
3714-A	Automotive Supervisor - Airport					\$ 4,378.40 /BW
3338-0	Building Repairer Supervisor	3818	6	\$ 96,402	--	12 \$ 119,788
3589-0	Bus Operator Supervisor	3050	2	\$ 65,437	--	12 \$ 95,693
3140-0	Camp Manager	2427	2	\$ 52,074	--	12 \$ 76,107
3182-A	Chief Custodian Supervisor	2911	2	\$ 62,452	--	12 \$ 91,308
3182-1	Chief Custodian Supervisor I	2635	2	\$ 56,522	--	12 \$ 82,684
3182-2	Chief Custodian Supervisor II	2800	2	\$ 60,071	--	12 \$ 87,842
3187-1	Chief Security Officer I	2918	2	\$ 62,598	--	12 \$ 91,496
3187-2	Chief Security Officer II	3148	2	\$ 67,546	--	12 \$ 98,762
3800-1	Communications Cable Supervisor I	3286	6	\$ 82,935	--	12 \$ 103,063
3800-2	Communications Cable Supervisor II	3492	6	\$ 88,176	--	12 \$ 109,536
3800-3	Communications Cable Supervisor III	3698	6	\$ 93,375	--	12 \$ 116,009
3543-0	Construction Equipment Services Supervisor	2427	2	\$ 52,074	--	12 \$ 76,107
3176-0	Custodian Supervisor	1938	2	\$ 41,572	--	12 \$ 60,781
3176-A	Custodian Supervisor	2166	2	\$ 46,478	--	12 \$ 67,943
4320-0	District Supervisor Animal Regulation	4023	2	\$ 86,317	--	12 \$ 126,198
3814-0	Electrc'l Conduit Supv	2635	6	\$ 66,523	--	12 \$ 82,684
2352-0	Equestrian Facility Supervisor	3174	2	\$ 68,089	--	12 \$ 99,555
3746-0	Equipment Repair Supervisor					\$ 4,237.60 /BW
3746-6	Equipment Repair Supervisor					\$ 4,606.40 /BW
3527-6	Equipment Supervisor	3919	7	\$ 104,483	--	12 \$ 122,983
3527-0	Equipment Supervisor	3610	7	\$ 96,194	--	12 \$ 113,211
3527-H	Equipment Supervisor - Harbor	3704	7	\$ 98,741	--	12 \$ 116,197

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Appendix A

Operative on January 1, 2023

CLASS CODE	TITLE	RANGE	ANNUAL COMPENSATION			
			STARTING		MAXIMUM	
			STEP	SALARY	STEP	SALARY
3169-1	Event Supervisor I	2652	2	\$ 56,898	--	12 \$ 83,206
3169-2	Event Supervisor II	2894	2	\$ 62,097	--	12 \$ 90,744
3718-0	General Automotive Supervisor					\$ 5,317.60 /BW
3178-0	Head Custodian Supervisor	2387	2	\$ 51,218	--	12 \$ 74,875
3178-A	Head Custodian Supervisor - Airport	2531	2	\$ 54,308	--	12 \$ 79,364
3749-1	Helicopter Mechanic Supervisor I					\$ 4,845.60 /BW
3749-2	Helicopter Mechanic Supervisor II	4504	2	\$ 96,632	--	12 \$ 141,274
3126-0	Labor Supervisor	2563	2	\$ 54,977	--	12 \$ 80,388
3126-6	Labor Supervisor	2782	2	\$ 59,695	--	12 \$ 87,299
4280-1	Lot Cleaning Supervisor I	3594	7	\$ 95,797	--	12 \$ 112,710
4280-2	Lot Cleaning Supervisor II	3806	7	\$ 101,455	--	12 \$ 119,391
3766-0	Machinist Supervisor					\$ 4,324.00 /BW
3766-H	Machinist Supervisor - Harbor	4264	2	\$ 91,475	--	12 \$ 133,736
3766-1	Machinist Supervisor I					\$ 3,853.60 /BW
3766-2	Machinist Supervisor II					\$ 4,324.00 /BW
3198-0	Municipal Police Lieutenant	4604	2	\$ 98,783	--	12 \$ 144,426
3145-0	Park Maintenance Supervisor	2717	2	\$ 58,296	--	12 \$ 85,211
3145-6	Park Maintenance Supervisor	2794	2	\$ 59,946	--	12 \$ 87,633
3145-A	Park Maintenance Supervisor/AP	2717	2	\$ 58,296	--	12 \$ 85,211
9170-1	Parking Manager I	3718	2	\$ 79,761	--	12 \$ 116,614
9170-2	Parking Manager II	4301	2	\$ 92,268	--	12 \$ 134,905
3757-1	Parking Meter Technician Supervisor I	2794	2	\$ 59,946	--	12 \$ 87,633
3757-2	Parking Meter Technician Supervisor II	3016	2	\$ 64,707	--	12 \$ 94,607
3537-0	Parking Services Supervisor	2574	2	\$ 55,227	--	12 \$ 80,763
3710-1	Police Fleet Services Supervisor I					\$ 3,584.80 /BW
3710-2	Police Fleet Services Supervisor II					\$ 4,237.60 /BW
3128-0	Port Maintenance Supervisor	2427	2	\$ 52,074	--	12 \$ 76,107
4312-0	Principal Animal Keeper	2824	2	\$ 60,593	--	12 \$ 88,531
3215-0	Principal Detention Officer	3423	2	\$ 73,434	--	12 \$ 107,385
3210-0	Principal Property Officer	3423	2	\$ 73,434	--	12 \$ 107,385
3200-0	Principal Security Officer	2709	2	\$ 58,109	--	12 \$ 84,960
1839-0	Principal Storekeeper	3783	2	\$ 81,160	--	12 \$ 118,661
1496-0	Printing Services Superintendent	3818	2	\$ 81,912	--	12 \$ 119,788
4101-0	Refuse Collection Supervisor	3856	2	\$ 82,726	--	12 \$ 120,957
4100-0	Refuse Crew Field Instructor	3233	2	\$ 69,363	--	12 \$ 101,393
4316-1	Senior Animal Control Officer I	2707	2	\$ 58,067	--	12 \$ 84,918

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Appendix A

Operative on January 1, 2023

CLASS CODE	TITLE	RANGE	ANNUAL COMPENSATION			
			STARTING		MAXIMUM	
			STEP	SALARY	STEP	SALARY
4316-2	Senior Animal Control Officer II	2986	2	\$ 64,059	--	12 \$ 93,667
4305-0	Senior Animal Keeper	2600	2	\$ 55,791	--	12 \$ 81,578
3716-6	Senior Automotive Supervisor					\$ 5,016.00 /BW
3716-0	Senior Automotive Supervisor					\$ 4,624.00 /BW
3212-0	Senior Detention Officer	2973	2	\$ 63,788	--	12 \$ 93,270
3533-0	Senior Garage Attendant	2149	2	\$ 46,103	--	12 \$ 67,421
3529-1	Senior Parkg Attendant I	1927	2	\$ 41,342	--	12 \$ 60,405
3529-2	Senior Parkg Attendant II	2157	2	\$ 46,270	--	12 \$ 67,672
3209-0	Senior Property Officer	2973	2	\$ 63,788	--	12 \$ 93,270
3184-0	Senior Security Officer	2431	2	\$ 52,158	--	12 \$ 76,274
1837-0	Senior Storekeeper	3019	2	\$ 64,769	--	12 \$ 94,690
1837-M	Senior Storekeeper	3189	2	\$ 68,423	--	12 \$ 100,015
3429-0	Senior Traffic Painter and Sign Supervisor	3227	2	\$ 69,238	--	12 \$ 101,247
3218-1	Senior Traffic Supervisor I	2794	2	\$ 59,946	--	12 \$ 87,633
3218-2	Senior Traffic Supervisor II	3134	2	\$ 67,233	--	12 \$ 98,303
3218-3	Senior Traffic Supervisor III	3712	2	\$ 79,636	--	12 \$ 116,468
4102-0	Solid Resource Superintendent	4685	2	\$ 100,516	--	12 \$ 146,953
4108-1	Solid Waste Disposal Superintendent I	4290	2	\$ 92,039	--	12 \$ 134,592
4108-2	Solid Waste Disposal Superintendent II	4685	2	\$ 100,516	--	12 \$ 146,953
1866-0	Stores Supervisor	4412	2	\$ 94,649	--	12 \$ 138,392
4152-1	Street Services Supervisor I	3594	7	\$ 95,797	--	12 \$ 112,710
4152-2	Street Services Supervisor II	3806	7	\$ 101,455	--	12 \$ 119,391
3732-0	Tire Repairer Supervisor	2368	6	\$ 59,779	--	12 \$ 74,249
3732-6	Tire Repairer Supervisor	2557	6	\$ 64,581	--	12 \$ 80,220
3430-1	Traffic Marking and Signing Superintendent I	3002	2	\$ 64,414	--	12 \$ 94,189
3430-2	Traffic Marking and Signing Superintendent II	3590	2	\$ 77,026	--	12 \$ 112,605
3430-3	Traffic Marking and Signing Superintendent III	4122	2	\$ 88,426	--	12 \$ 129,288
3117-1	Tree Surgeon Supervisor I	3594	2	\$ 77,109	--	12 \$ 112,710
3117-2	Tree Surgeon Supervisor II	3806	2	\$ 81,661	--	12 \$ 119,391
4113-0	Wastewater Collection Supervisor	3856	2	\$ 82,726	--	12 \$ 120,957
3798-0	Welder Supervisor					\$ 4,324.00 /BW
3177-0	Window Cleaner Supervisor	2613	2	\$ 56,062	--	12 \$ 81,954
3177-A	Window Cleaner Supervisor - Airport	2613	2	\$ 56,062	--	12 \$ 81,954

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Appendix A

Operative on January 1, 2023

Range		1	2	3	4	5	6	7	8	9	10	11	12
1927	HR	\$ 19.27	\$ 19.80	\$ 20.34	\$ 20.90	\$ 22.06	\$ 23.29	\$ 24.59	\$ 25.95	\$ 26.67	\$ 27.40	\$ 28.16	\$ 28.93
	BW	\$ 1,541.60	\$ 1,584.00	\$ 1,627.20	\$ 1,672.00	\$ 1,764.80	\$ 1,863.20	\$ 1,967.20	\$ 2,076.00	\$ 2,133.60	\$ 2,192.00	\$ 2,252.80	\$ 2,314.40
	YR	\$ 40,235	\$ 41,342	\$ 42,469	\$ 43,639	\$ 46,061	\$ 48,629	\$ 51,343	\$ 54,183	\$ 55,686	\$ 57,211	\$ 58,798	\$ 60,405
1938	HR	\$ 19.38	\$ 19.91	\$ 20.46	\$ 21.02	\$ 22.19	\$ 23.43	\$ 24.73	\$ 26.11	\$ 26.83	\$ 27.57	\$ 28.33	\$ 29.11
	BW	\$ 1,550.40	\$ 1,592.80	\$ 1,636.80	\$ 1,681.60	\$ 1,775.20	\$ 1,874.40	\$ 1,978.40	\$ 2,088.80	\$ 2,146.40	\$ 2,205.60	\$ 2,266.40	\$ 2,328.80
	YR	\$ 40,465	\$ 41,572	\$ 42,720	\$ 43,889	\$ 46,332	\$ 48,921	\$ 51,636	\$ 54,517	\$ 56,021	\$ 57,566	\$ 59,153	\$ 60,781
2142	HR	\$ 21.42	\$ 22.01	\$ 22.61	\$ 23.23	\$ 24.53	\$ 25.89	\$ 27.34	\$ 28.86	\$ 29.66	\$ 30.48	\$ 31.31	\$ 32.17
	BW	\$ 1,713.60	\$ 1,760.80	\$ 1,808.80	\$ 1,858.40	\$ 1,962.40	\$ 2,071.20	\$ 2,187.20	\$ 2,308.80	\$ 2,372.80	\$ 2,438.40	\$ 2,504.80	\$ 2,573.60
	YR	\$ 44,724	\$ 45,956	\$ 47,209	\$ 48,504	\$ 51,218	\$ 54,058	\$ 57,085	\$ 60,259	\$ 61,930	\$ 63,642	\$ 65,375	\$ 67,170
2149	HR	\$ 21.49	\$ 22.08	\$ 22.69	\$ 23.31	\$ 24.62	\$ 26.00	\$ 27.44	\$ 28.98	\$ 29.77	\$ 30.59	\$ 31.43	\$ 32.29
	BW	\$ 1,719.20	\$ 1,766.40	\$ 1,815.20	\$ 1,864.80	\$ 1,969.60	\$ 2,080.00	\$ 2,195.20	\$ 2,318.40	\$ 2,381.60	\$ 2,447.20	\$ 2,514.40	\$ 2,583.20
	YR	\$ 44,871	\$ 46,103	\$ 47,376	\$ 48,671	\$ 51,406	\$ 54,288	\$ 57,294	\$ 60,510	\$ 62,159	\$ 63,871	\$ 65,625	\$ 67,421
2157	HR	\$ 21.57	\$ 22.16	\$ 22.77	\$ 23.40	\$ 24.70	\$ 26.08	\$ 27.54	\$ 29.07	\$ 29.87	\$ 30.69	\$ 31.54	\$ 32.41
	BW	\$ 1,725.60	\$ 1,772.80	\$ 1,821.60	\$ 1,872.00	\$ 1,976.00	\$ 2,086.40	\$ 2,203.20	\$ 2,325.60	\$ 2,389.60	\$ 2,455.20	\$ 2,523.20	\$ 2,592.80
	YR	\$ 45,038	\$ 46,270	\$ 47,543	\$ 48,859	\$ 51,573	\$ 54,455	\$ 57,503	\$ 60,698	\$ 62,368	\$ 64,080	\$ 65,855	\$ 67,672
2166	HR	\$ 21.66	\$ 22.26	\$ 22.87	\$ 23.50	\$ 24.81	\$ 26.20	\$ 27.66	\$ 29.20	\$ 30.00	\$ 30.83	\$ 31.67	\$ 32.54
	BW	\$ 1,732.80	\$ 1,780.80	\$ 1,829.60	\$ 1,880.00	\$ 1,984.80	\$ 2,096.00	\$ 2,212.80	\$ 2,336.00	\$ 2,400.00	\$ 2,466.40	\$ 2,533.60	\$ 2,603.20
	YR	\$ 45,226	\$ 46,478	\$ 47,752	\$ 49,068	\$ 51,803	\$ 54,705	\$ 57,754	\$ 60,969	\$ 62,640	\$ 64,373	\$ 66,126	\$ 67,943
2368	HR	\$ 23.68	\$ 24.33	\$ 25.00	\$ 25.69	\$ 27.12	\$ 28.63	\$ 30.22	\$ 31.90	\$ 32.78	\$ 33.68	\$ 34.61	\$ 35.56
	BW	\$ 1,894.40	\$ 1,946.40	\$ 2,000.00	\$ 2,055.20	\$ 2,169.60	\$ 2,290.40	\$ 2,417.60	\$ 2,552.00	\$ 2,622.40	\$ 2,694.40	\$ 2,768.80	\$ 2,844.80
	YR	\$ 49,443	\$ 50,801	\$ 52,200	\$ 53,640	\$ 56,626	\$ 59,779	\$ 63,099	\$ 66,607	\$ 68,444	\$ 70,323	\$ 72,265	\$ 74,249
2387	HR	\$ 23.87	\$ 24.53	\$ 25.20	\$ 25.89	\$ 27.34	\$ 28.86	\$ 30.48	\$ 32.17	\$ 33.06	\$ 33.97	\$ 34.90	\$ 35.86
	BW	\$ 1,909.60	\$ 1,962.40	\$ 2,016.00	\$ 2,071.20	\$ 2,187.20	\$ 2,308.80	\$ 2,438.40	\$ 2,573.60	\$ 2,644.80	\$ 2,717.60	\$ 2,792.00	\$ 2,868.80
	YR	\$ 49,840	\$ 51,218	\$ 52,617	\$ 54,058	\$ 57,085	\$ 60,259	\$ 63,642	\$ 67,170	\$ 69,029	\$ 70,929	\$ 72,871	\$ 74,875
2427	HR	\$ 24.27	\$ 24.94	\$ 25.62	\$ 26.32	\$ 27.79	\$ 29.35	\$ 30.98	\$ 32.71	\$ 33.60	\$ 34.52	\$ 35.47	\$ 36.45
	BW	\$ 1,941.60	\$ 1,995.20	\$ 2,049.60	\$ 2,105.60	\$ 2,223.20	\$ 2,348.00	\$ 2,478.40	\$ 2,616.80	\$ 2,688.00	\$ 2,761.60	\$ 2,837.60	\$ 2,916.00
	YR	\$ 50,675	\$ 52,074	\$ 53,494	\$ 54,956	\$ 58,025	\$ 61,282	\$ 64,686	\$ 68,298	\$ 70,156	\$ 72,077	\$ 74,061	\$ 76,107
2431	HR	\$ 24.31	\$ 24.98	\$ 25.67	\$ 26.38	\$ 27.85	\$ 29.40	\$ 31.04	\$ 32.77	\$ 33.67	\$ 34.60	\$ 35.55	\$ 36.53
	BW	\$ 1,944.80	\$ 1,998.40	\$ 2,053.60	\$ 2,110.40	\$ 2,228.00	\$ 2,352.00	\$ 2,483.20	\$ 2,621.60	\$ 2,693.60	\$ 2,768.00	\$ 2,844.00	\$ 2,922.40
	YR	\$ 50,759	\$ 52,158	\$ 53,598	\$ 55,081	\$ 58,150	\$ 61,387	\$ 64,811	\$ 68,423	\$ 70,302	\$ 72,244	\$ 74,228	\$ 76,274
2531	HR	\$ 25.31	\$ 26.01	\$ 26.72	\$ 27.45	\$ 28.99	\$ 30.60	\$ 32.30	\$ 34.10	\$ 35.04	\$ 36.00	\$ 36.99	\$ 38.01
	BW	\$ 2,024.80	\$ 2,080.80	\$ 2,137.60	\$ 2,196.00	\$ 2,319.20	\$ 2,448.00	\$ 2,584.00	\$ 2,728.00	\$ 2,803.20	\$ 2,880.00	\$ 2,959.20	\$ 3,040.80
	YR	\$ 52,847	\$ 54,308	\$ 55,791	\$ 57,315	\$ 60,531	\$ 63,892	\$ 67,442	\$ 71,200	\$ 73,163	\$ 75,168	\$ 77,235	\$ 79,364
2557	HR	\$ 25.57	\$ 26.27	\$ 27.00	\$ 27.74	\$ 29.29	\$ 30.93	\$ 32.65	\$ 34.47	\$ 35.42	\$ 36.39	\$ 37.39	\$ 38.42
	BW	\$ 2,045.60	\$ 2,101.60	\$ 2,160.00	\$ 2,219.20	\$ 2,343.20	\$ 2,474.40	\$ 2,612.00	\$ 2,757.60	\$ 2,833.60	\$ 2,911.20	\$ 2,991.20	\$ 3,073.60
	YR	\$ 53,390	\$ 54,851	\$ 56,376	\$ 57,921	\$ 61,157	\$ 64,581	\$ 68,173	\$ 71,973	\$ 73,956	\$ 75,982	\$ 78,070	\$ 80,220

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Appendix A

Operative on January 1, 2023

Range		1	2	3	4	5	6	7	8	9	10	11	12
2563	HR	\$ 25.63	\$ 26.33	\$ 27.06	\$ 27.80	\$ 29.36	\$ 30.99	\$ 32.72	\$ 34.54	\$ 35.49	\$ 36.47	\$ 37.47	\$ 38.50
	BW	\$ 2,050.40	\$ 2,106.40	\$ 2,164.80	\$ 2,224.00	\$ 2,348.80	\$ 2,479.20	\$ 2,617.60	\$ 2,763.20	\$ 2,839.20	\$ 2,917.60	\$ 2,997.60	\$ 3,080.00
	YR	\$ 53,515	\$ 54,977	\$ 56,501	\$ 58,046	\$ 61,303	\$ 64,707	\$ 68,319	\$ 72,119	\$ 74,103	\$ 76,149	\$ 78,237	\$ 80,388
2574	HR	\$ 25.74	\$ 26.45	\$ 27.18	\$ 27.93	\$ 29.49	\$ 31.13	\$ 32.87	\$ 34.70	\$ 35.65	\$ 36.63	\$ 37.64	\$ 38.68
	BW	\$ 2,059.20	\$ 2,116.00	\$ 2,174.40	\$ 2,234.40	\$ 2,359.20	\$ 2,490.40	\$ 2,629.60	\$ 2,776.00	\$ 2,852.00	\$ 2,930.40	\$ 3,011.20	\$ 3,094.40
	YR	\$ 53,745	\$ 55,227	\$ 56,751	\$ 58,317	\$ 61,575	\$ 64,999	\$ 68,632	\$ 72,453	\$ 74,437	\$ 76,483	\$ 78,592	\$ 80,763
2600	HR	\$ 26.00	\$ 26.72	\$ 27.45	\$ 28.20	\$ 29.78	\$ 31.44	\$ 33.20	\$ 35.05	\$ 36.01	\$ 37.00	\$ 38.02	\$ 39.07
	BW	\$ 2,080.00	\$ 2,137.60	\$ 2,196.00	\$ 2,256.00	\$ 2,382.40	\$ 2,515.20	\$ 2,656.00	\$ 2,804.00	\$ 2,880.80	\$ 2,960.00	\$ 3,041.60	\$ 3,125.60
	YR	\$ 54,288	\$ 55,791	\$ 57,315	\$ 58,881	\$ 62,180	\$ 65,646	\$ 69,321	\$ 73,184	\$ 75,188	\$ 77,256	\$ 79,385	\$ 81,578
2613	HR	\$ 26.13	\$ 26.85	\$ 27.59	\$ 28.35	\$ 29.93	\$ 31.60	\$ 33.35	\$ 35.21	\$ 36.18	\$ 37.17	\$ 38.20	\$ 39.25
	BW	\$ 2,090.40	\$ 2,148.00	\$ 2,207.20	\$ 2,268.00	\$ 2,394.40	\$ 2,528.00	\$ 2,668.00	\$ 2,816.80	\$ 2,894.40	\$ 2,973.60	\$ 3,056.00	\$ 3,140.00
	YR	\$ 54,559	\$ 56,062	\$ 57,607	\$ 59,194	\$ 62,493	\$ 65,980	\$ 69,634	\$ 73,518	\$ 75,543	\$ 77,610	\$ 79,761	\$ 81,954
2635	HR	\$ 26.35	\$ 27.07	\$ 27.82	\$ 28.59	\$ 30.18	\$ 31.86	\$ 33.64	\$ 35.52	\$ 36.50	\$ 37.50	\$ 38.54	\$ 39.60
	BW	\$ 2,108.00	\$ 2,165.60	\$ 2,225.60	\$ 2,287.20	\$ 2,414.40	\$ 2,548.80	\$ 2,691.20	\$ 2,841.60	\$ 2,920.00	\$ 3,000.00	\$ 3,083.20	\$ 3,168.00
	YR	\$ 55,018	\$ 56,522	\$ 58,088	\$ 59,695	\$ 63,015	\$ 66,523	\$ 70,240	\$ 74,165	\$ 76,212	\$ 78,300	\$ 80,471	\$ 82,684
2652	HR	\$ 26.52	\$ 27.25	\$ 28.00	\$ 28.77	\$ 30.37	\$ 32.07	\$ 33.86	\$ 35.75	\$ 36.73	\$ 37.74	\$ 38.78	\$ 39.85
	BW	\$ 2,121.60	\$ 2,180.00	\$ 2,240.00	\$ 2,301.60	\$ 2,429.60	\$ 2,565.60	\$ 2,708.80	\$ 2,860.00	\$ 2,938.40	\$ 3,019.20	\$ 3,102.40	\$ 3,188.00
	YR	\$ 55,373	\$ 56,898	\$ 58,464	\$ 60,071	\$ 63,412	\$ 66,962	\$ 70,699	\$ 74,646	\$ 76,692	\$ 78,801	\$ 80,972	\$ 83,206
2707	HR	\$ 27.07	\$ 27.81	\$ 28.58	\$ 29.37	\$ 31.00	\$ 32.73	\$ 34.55	\$ 36.49	\$ 37.49	\$ 38.52	\$ 39.58	\$ 40.67
	BW	\$ 2,165.60	\$ 2,224.80	\$ 2,286.40	\$ 2,349.60	\$ 2,480.00	\$ 2,618.40	\$ 2,764.00	\$ 2,919.20	\$ 2,999.20	\$ 3,081.60	\$ 3,166.40	\$ 3,253.60
	YR	\$ 56,522	\$ 58,067	\$ 59,675	\$ 61,324	\$ 64,728	\$ 68,340	\$ 72,140	\$ 76,191	\$ 78,279	\$ 80,429	\$ 82,643	\$ 84,918
2709	HR	\$ 27.09	\$ 27.83	\$ 28.60	\$ 29.39	\$ 31.02	\$ 32.75	\$ 34.58	\$ 36.51	\$ 37.51	\$ 38.54	\$ 39.60	\$ 40.69
	BW	\$ 2,167.20	\$ 2,226.40	\$ 2,288.00	\$ 2,351.20	\$ 2,481.60	\$ 2,620.00	\$ 2,766.40	\$ 2,920.80	\$ 3,000.80	\$ 3,083.20	\$ 3,168.00	\$ 3,255.20
	YR	\$ 56,563	\$ 58,109	\$ 59,716	\$ 61,366	\$ 64,769	\$ 68,382	\$ 72,203	\$ 76,232	\$ 78,320	\$ 80,471	\$ 82,684	\$ 84,960
2717	HR	\$ 27.17	\$ 27.92	\$ 28.68	\$ 29.47	\$ 31.11	\$ 32.85	\$ 34.68	\$ 36.61	\$ 37.62	\$ 38.65	\$ 39.72	\$ 40.81
	BW	\$ 2,173.60	\$ 2,233.60	\$ 2,294.40	\$ 2,357.60	\$ 2,488.80	\$ 2,628.00	\$ 2,774.40	\$ 2,928.80	\$ 3,009.60	\$ 3,092.00	\$ 3,177.60	\$ 3,264.80
	YR	\$ 56,730	\$ 58,296	\$ 59,883	\$ 61,533	\$ 64,957	\$ 68,590	\$ 72,411	\$ 76,441	\$ 78,550	\$ 80,701	\$ 82,935	\$ 85,211
2782	HR	\$ 27.82	\$ 28.59	\$ 29.37	\$ 30.18	\$ 31.86	\$ 33.64	\$ 35.52	\$ 37.50	\$ 38.54	\$ 39.60	\$ 40.69	\$ 41.81
	BW	\$ 2,225.60	\$ 2,287.20	\$ 2,349.60	\$ 2,414.40	\$ 2,548.80	\$ 2,691.20	\$ 2,841.60	\$ 3,000.00	\$ 3,083.20	\$ 3,168.00	\$ 3,255.20	\$ 3,344.80
	YR	\$ 58,088	\$ 59,695	\$ 61,324	\$ 63,015	\$ 66,523	\$ 70,240	\$ 74,165	\$ 78,300	\$ 80,471	\$ 82,684	\$ 84,960	\$ 87,299
2794	HR	\$ 27.94	\$ 28.71	\$ 29.50	\$ 30.31	\$ 32.00	\$ 33.78	\$ 35.66	\$ 37.66	\$ 38.69	\$ 39.75	\$ 40.85	\$ 41.97
	BW	\$ 2,235.20	\$ 2,296.80	\$ 2,360.00	\$ 2,424.80	\$ 2,560.00	\$ 2,702.40	\$ 2,852.80	\$ 3,012.80	\$ 3,095.20	\$ 3,180.00	\$ 3,268.00	\$ 3,357.60
	YR	\$ 58,338	\$ 59,946	\$ 61,596	\$ 63,287	\$ 66,816	\$ 70,532	\$ 74,458	\$ 78,634	\$ 80,784	\$ 82,998	\$ 85,294	\$ 87,633
2800	HR	\$ 28.00	\$ 28.77	\$ 29.56	\$ 30.37	\$ 32.07	\$ 33.86	\$ 35.75	\$ 37.74	\$ 38.78	\$ 39.85	\$ 40.94	\$ 42.07
	BW	\$ 2,240.00	\$ 2,301.60	\$ 2,364.80	\$ 2,429.60	\$ 2,565.60	\$ 2,708.80	\$ 2,860.00	\$ 3,019.20	\$ 3,102.40	\$ 3,188.00	\$ 3,275.20	\$ 3,365.60
	YR	\$ 58,464	\$ 60,071	\$ 61,721	\$ 63,412	\$ 66,962	\$ 70,699	\$ 74,646	\$ 78,801	\$ 80,972	\$ 83,206	\$ 85,482	\$ 87,842

MOU 12

Appendix A

Operative on January 1, 2023

Range		1	2	3	4	5	6	7	8	9	10	11	12
2824	HR	\$ 28.24	\$ 29.02	\$ 29.81	\$ 30.63	\$ 32.34	\$ 34.13	\$ 36.03	\$ 38.05	\$ 39.09	\$ 40.16	\$ 41.27	\$ 42.40
	BW	\$ 2,259.20	\$ 2,321.60	\$ 2,384.80	\$ 2,450.40	\$ 2,587.20	\$ 2,730.40	\$ 2,882.40	\$ 3,044.00	\$ 3,127.20	\$ 3,212.80	\$ 3,301.60	\$ 3,392.00
	YR	\$ 58,965	\$ 60,593	\$ 62,243	\$ 63,955	\$ 67,525	\$ 71,263	\$ 75,230	\$ 79,448	\$ 81,619	\$ 83,854	\$ 86,171	\$ 88,531
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
2911	HR	\$ 29.11	\$ 29.91	\$ 30.73	\$ 31.58	\$ 33.33	\$ 35.19	\$ 37.15	\$ 39.23	\$ 40.31	\$ 41.42	\$ 42.56	\$ 43.73
	BW	\$ 2,328.80	\$ 2,392.80	\$ 2,458.40	\$ 2,526.40	\$ 2,666.40	\$ 2,815.20	\$ 2,972.00	\$ 3,138.40	\$ 3,224.80	\$ 3,313.60	\$ 3,404.80	\$ 3,498.40
	YR	\$ 60,781	\$ 62,452	\$ 64,164	\$ 65,939	\$ 69,593	\$ 73,476	\$ 77,569	\$ 81,912	\$ 84,167	\$ 86,484	\$ 88,865	\$ 91,308
2918	HR	\$ 29.18	\$ 29.98	\$ 30.81	\$ 31.66	\$ 33.42	\$ 35.28	\$ 37.25	\$ 39.32	\$ 40.40	\$ 41.51	\$ 42.65	\$ 43.82
	BW	\$ 2,334.40	\$ 2,398.40	\$ 2,464.80	\$ 2,532.80	\$ 2,673.60	\$ 2,822.40	\$ 2,980.00	\$ 3,145.60	\$ 3,232.00	\$ 3,320.80	\$ 3,412.00	\$ 3,505.60
	YR	\$ 60,927	\$ 62,598	\$ 64,331	\$ 66,106	\$ 69,780	\$ 73,664	\$ 77,778	\$ 82,100	\$ 84,355	\$ 86,672	\$ 89,053	\$ 91,496
2973	HR	\$ 29.73	\$ 30.55	\$ 31.39	\$ 32.25	\$ 34.05	\$ 35.95	\$ 37.96	\$ 40.07	\$ 41.17	\$ 42.30	\$ 43.47	\$ 44.67
	BW	\$ 2,378.40	\$ 2,444.00	\$ 2,511.20	\$ 2,580.00	\$ 2,724.00	\$ 2,876.00	\$ 3,036.80	\$ 3,205.60	\$ 3,293.60	\$ 3,384.00	\$ 3,477.60	\$ 3,573.60
	YR	\$ 62,076	\$ 63,788	\$ 65,542	\$ 67,338	\$ 71,096	\$ 75,063	\$ 79,260	\$ 83,666	\$ 85,962	\$ 88,322	\$ 90,765	\$ 93,270
2986	HR	\$ 29.86	\$ 30.68	\$ 31.52	\$ 32.39	\$ 34.20	\$ 36.11	\$ 38.12	\$ 40.25	\$ 41.35	\$ 42.49	\$ 43.66	\$ 44.86
	BW	\$ 2,388.80	\$ 2,454.40	\$ 2,521.60	\$ 2,591.20	\$ 2,736.00	\$ 2,888.80	\$ 3,049.60	\$ 3,220.00	\$ 3,308.00	\$ 3,399.20	\$ 3,492.80	\$ 3,588.80
	YR	\$ 62,347	\$ 64,059	\$ 65,813	\$ 67,630	\$ 71,409	\$ 75,397	\$ 79,594	\$ 84,042	\$ 86,338	\$ 88,719	\$ 91,162	\$ 93,667
3002	HR	\$ 30.02	\$ 30.85	\$ 31.69	\$ 32.56	\$ 34.38	\$ 36.30	\$ 38.33	\$ 40.46	\$ 41.58	\$ 42.72	\$ 43.90	\$ 45.11
	BW	\$ 2,401.60	\$ 2,468.00	\$ 2,535.20	\$ 2,604.80	\$ 2,750.40	\$ 2,904.00	\$ 3,066.40	\$ 3,236.80	\$ 3,326.40	\$ 3,417.60	\$ 3,512.00	\$ 3,608.80
	YR	\$ 62,681	\$ 64,414	\$ 66,168	\$ 67,985	\$ 71,785	\$ 75,794	\$ 80,033	\$ 84,480	\$ 86,819	\$ 89,199	\$ 91,663	\$ 94,189
3016	HR	\$ 30.16	\$ 30.99	\$ 31.84	\$ 32.72	\$ 34.54	\$ 36.47	\$ 38.50	\$ 40.65	\$ 41.77	\$ 42.92	\$ 44.10	\$ 45.31
	BW	\$ 2,412.80	\$ 2,479.20	\$ 2,547.20	\$ 2,617.60	\$ 2,763.20	\$ 2,917.60	\$ 3,080.00	\$ 3,252.00	\$ 3,341.60	\$ 3,433.60	\$ 3,528.00	\$ 3,624.80
	YR	\$ 62,974	\$ 64,707	\$ 66,481	\$ 68,319	\$ 72,119	\$ 76,149	\$ 80,388	\$ 84,877	\$ 87,215	\$ 89,616	\$ 92,080	\$ 94,607
3019	HR	\$ 30.19	\$ 31.02	\$ 31.87	\$ 32.75	\$ 34.58	\$ 36.51	\$ 38.54	\$ 40.69	\$ 41.81	\$ 42.96	\$ 44.14	\$ 45.35
	BW	\$ 2,415.20	\$ 2,481.60	\$ 2,549.60	\$ 2,620.00	\$ 2,766.40	\$ 2,920.80	\$ 3,083.20	\$ 3,255.20	\$ 3,344.80	\$ 3,436.80	\$ 3,531.20	\$ 3,628.00
	YR	\$ 63,036	\$ 64,769	\$ 66,544	\$ 68,382	\$ 72,203	\$ 76,232	\$ 80,471	\$ 84,960	\$ 87,299	\$ 89,700	\$ 92,164	\$ 94,690
3050	HR	\$ 30.50	\$ 31.34	\$ 32.20	\$ 33.09	\$ 34.94	\$ 36.89	\$ 38.94	\$ 41.11	\$ 42.24	\$ 43.40	\$ 44.60	\$ 45.83
	BW	\$ 2,440.00	\$ 2,507.20	\$ 2,576.00	\$ 2,647.20	\$ 2,795.20	\$ 2,951.20	\$ 3,115.20	\$ 3,288.80	\$ 3,379.20	\$ 3,472.00	\$ 3,568.00	\$ 3,666.40
	YR	\$ 63,684	\$ 65,437	\$ 67,233	\$ 69,091	\$ 72,954	\$ 77,026	\$ 81,306	\$ 85,837	\$ 88,197	\$ 90,619	\$ 93,124	\$ 95,693
3134	HR	\$ 31.34	\$ 32.20	\$ 33.09	\$ 34.00	\$ 35.89	\$ 37.89	\$ 40.01	\$ 42.24	\$ 43.40	\$ 44.59	\$ 45.82	\$ 47.08
	BW	\$ 2,507.20	\$ 2,576.00	\$ 2,647.20	\$ 2,720.00	\$ 2,871.20	\$ 3,031.20	\$ 3,200.80	\$ 3,379.20	\$ 3,472.00	\$ 3,567.20	\$ 3,665.60	\$ 3,766.40
	YR	\$ 65,437	\$ 67,233	\$ 69,091	\$ 70,992	\$ 74,938	\$ 79,114	\$ 83,540	\$ 88,197	\$ 90,619	\$ 93,103	\$ 95,672	\$ 98,303
3148	HR	\$ 31.48	\$ 32.35	\$ 33.24	\$ 34.15	\$ 36.05	\$ 38.07	\$ 40.20	\$ 42.44	\$ 43.60	\$ 44.80	\$ 46.03	\$ 47.30
	BW	\$ 2,518.40	\$ 2,588.00	\$ 2,659.20	\$ 2,732.00	\$ 2,884.00	\$ 3,045.60	\$ 3,216.00	\$ 3,395.20	\$ 3,488.00	\$ 3,584.00	\$ 3,682.40	\$ 3,784.00
	YR	\$ 65,730	\$ 67,546	\$ 69,405	\$ 71,305	\$ 75,272	\$ 79,490	\$ 83,937	\$ 88,614	\$ 91,036	\$ 93,542	\$ 96,110	\$ 98,762

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Appendix A

Operative on January 1, 2023

Range		1	2	3	4	5	6	7	8	9	10	11	12
3174	HR	\$ 31.74	\$ 32.61	\$ 33.51	\$ 34.43	\$ 36.35	\$ 38.38	\$ 40.51	\$ 42.77	\$ 43.95	\$ 45.16	\$ 46.40	\$ 47.68
	BW	\$ 2,539.20	\$ 2,608.80	\$ 2,680.80	\$ 2,754.40	\$ 2,908.00	\$ 3,070.40	\$ 3,240.80	\$ 3,421.60	\$ 3,516.00	\$ 3,612.80	\$ 3,712.00	\$ 3,814.40
	YR	\$ 66,273	\$ 68,089	\$ 69,968	\$ 71,889	\$ 75,898	\$ 80,137	\$ 84,584	\$ 89,303	\$ 91,767	\$ 94,294	\$ 96,883	\$ 99,555
3189	HR	\$ 31.89	\$ 32.77	\$ 33.67	\$ 34.60	\$ 36.53	\$ 38.56	\$ 40.71	\$ 42.98	\$ 44.16	\$ 45.37	\$ 46.62	\$ 47.90
	BW	\$ 2,551.20	\$ 2,621.60	\$ 2,693.60	\$ 2,768.00	\$ 2,922.40	\$ 3,084.80	\$ 3,256.80	\$ 3,438.40	\$ 3,532.80	\$ 3,629.60	\$ 3,729.60	\$ 3,832.00
	YR	\$ 66,586	\$ 68,423	\$ 70,302	\$ 72,244	\$ 76,274	\$ 80,513	\$ 85,002	\$ 89,742	\$ 92,206	\$ 94,732	\$ 97,342	\$ 100,015
3227	HR	\$ 32.27	\$ 33.16	\$ 34.07	\$ 35.01	\$ 36.96	\$ 39.02	\$ 41.20	\$ 43.50	\$ 44.70	\$ 45.93	\$ 47.19	\$ 48.49
	BW	\$ 2,581.60	\$ 2,652.80	\$ 2,725.60	\$ 2,800.80	\$ 2,956.80	\$ 3,121.60	\$ 3,296.00	\$ 3,480.00	\$ 3,576.00	\$ 3,674.40	\$ 3,775.20	\$ 3,879.20
	YR	\$ 67,379	\$ 69,238	\$ 71,138	\$ 73,100	\$ 77,172	\$ 81,473	\$ 86,025	\$ 90,828	\$ 93,333	\$ 95,901	\$ 98,532	\$ 101,247
3233	HR	\$ 32.33	\$ 33.22	\$ 34.13	\$ 35.07	\$ 37.02	\$ 39.09	\$ 41.26	\$ 43.57	\$ 44.76	\$ 45.99	\$ 47.26	\$ 48.56
	BW	\$ 2,586.40	\$ 2,657.60	\$ 2,730.40	\$ 2,805.60	\$ 2,961.60	\$ 3,127.20	\$ 3,300.80	\$ 3,485.60	\$ 3,580.80	\$ 3,679.20	\$ 3,780.80	\$ 3,884.80
	YR	\$ 67,505	\$ 69,363	\$ 71,263	\$ 73,226	\$ 77,297	\$ 81,619	\$ 86,150	\$ 90,974	\$ 93,458	\$ 96,027	\$ 98,678	\$ 101,393
3286	HR	\$ 32.86	\$ 33.76	\$ 34.69	\$ 35.64	\$ 37.63	\$ 39.72	\$ 41.94	\$ 44.29	\$ 45.50	\$ 46.75	\$ 48.04	\$ 49.36
	BW	\$ 2,628.80	\$ 2,700.80	\$ 2,775.20	\$ 2,851.20	\$ 3,010.40	\$ 3,177.60	\$ 3,355.20	\$ 3,543.20	\$ 3,640.00	\$ 3,740.00	\$ 3,843.20	\$ 3,948.80
	YR	\$ 68,611	\$ 70,490	\$ 72,432	\$ 74,416	\$ 78,571	\$ 82,935	\$ 87,570	\$ 92,477	\$ 95,004	\$ 97,614	\$ 100,307	\$ 103,063
3423	HR	\$ 34.23	\$ 35.17	\$ 36.14	\$ 37.13	\$ 39.21	\$ 41.40	\$ 43.71	\$ 46.15	\$ 47.41	\$ 48.71	\$ 50.05	\$ 51.43
	BW	\$ 2,738.40	\$ 2,813.60	\$ 2,891.20	\$ 2,970.40	\$ 3,136.80	\$ 3,312.00	\$ 3,496.80	\$ 3,692.00	\$ 3,792.80	\$ 3,896.80	\$ 4,004.00	\$ 4,114.40
	YR	\$ 71,472	\$ 73,434	\$ 75,460	\$ 77,527	\$ 81,870	\$ 86,443	\$ 91,266	\$ 96,361	\$ 98,992	\$ 101,706	\$ 104,504	\$ 107,385
3492	HR	\$ 34.92	\$ 35.88	\$ 36.87	\$ 37.88	\$ 40.00	\$ 42.23	\$ 44.58	\$ 47.07	\$ 48.36	\$ 49.69	\$ 51.06	\$ 52.46
	BW	\$ 2,793.60	\$ 2,870.40	\$ 2,949.60	\$ 3,030.40	\$ 3,200.00	\$ 3,378.40	\$ 3,566.40	\$ 3,765.60	\$ 3,868.80	\$ 3,975.20	\$ 4,084.80	\$ 4,196.80
	YR	\$ 72,912	\$ 74,917	\$ 76,984	\$ 79,093	\$ 83,520	\$ 88,176	\$ 93,083	\$ 98,282	\$ 100,975	\$ 103,752	\$ 106,613	\$ 109,536
3517	HR	\$ 35.17	\$ 36.14	\$ 37.13	\$ 38.15	\$ 40.28	\$ 42.53	\$ 44.90	\$ 47.41	\$ 48.71	\$ 50.05	\$ 51.43	\$ 52.84
	BW	\$ 2,813.60	\$ 2,891.20	\$ 2,970.40	\$ 3,052.00	\$ 3,222.40	\$ 3,402.40	\$ 3,592.00	\$ 3,792.80	\$ 3,896.80	\$ 4,004.00	\$ 4,114.40	\$ 4,227.20
	YR	\$ 73,434	\$ 75,460	\$ 77,527	\$ 79,657	\$ 84,104	\$ 88,802	\$ 93,751	\$ 98,992	\$ 101,706	\$ 104,504	\$ 107,385	\$ 110,329
3590	HR	\$ 35.90	\$ 36.89	\$ 37.90	\$ 38.94	\$ 41.11	\$ 43.40	\$ 45.83	\$ 48.38	\$ 49.72	\$ 51.09	\$ 52.49	\$ 53.93
	BW	\$ 2,872.00	\$ 2,951.20	\$ 3,032.00	\$ 3,115.20	\$ 3,288.80	\$ 3,472.00	\$ 3,666.40	\$ 3,870.40	\$ 3,977.60	\$ 4,087.20	\$ 4,199.20	\$ 4,314.40
	YR	\$ 74,959	\$ 77,026	\$ 79,135	\$ 81,306	\$ 85,837	\$ 90,619	\$ 95,693	\$ 101,017	\$ 103,815	\$ 106,675	\$ 109,599	\$ 112,605
3594	HR	\$ 35.94	\$ 36.93	\$ 37.94	\$ 38.98	\$ 41.16	\$ 43.45	\$ 45.88	\$ 48.44	\$ 49.77	\$ 51.14	\$ 52.54	\$ 53.98
	BW	\$ 2,875.20	\$ 2,954.40	\$ 3,035.20	\$ 3,118.40	\$ 3,292.80	\$ 3,476.00	\$ 3,670.40	\$ 3,875.20	\$ 3,981.60	\$ 4,091.20	\$ 4,203.20	\$ 4,318.40
	YR	\$ 75,042	\$ 77,109	\$ 79,218	\$ 81,390	\$ 85,942	\$ 90,723	\$ 95,797	\$ 101,142	\$ 103,919	\$ 106,780	\$ 109,703	\$ 112,710
3610	HR	\$ 36.10	\$ 37.09	\$ 38.11	\$ 39.16	\$ 41.34	\$ 43.64	\$ 46.07	\$ 48.64	\$ 49.98	\$ 51.35	\$ 52.77	\$ 54.22
	BW	\$ 2,888.00	\$ 2,967.20	\$ 3,048.80	\$ 3,132.80	\$ 3,307.20	\$ 3,491.20	\$ 3,685.60	\$ 3,891.20	\$ 3,998.40	\$ 4,108.00	\$ 4,221.60	\$ 4,337.60
	YR	\$ 75,376	\$ 77,443	\$ 79,573	\$ 81,766	\$ 86,317	\$ 91,120	\$ 96,194	\$ 101,560	\$ 104,358	\$ 107,218	\$ 110,183	\$ 113,211
3698	HR	\$ 36.98	\$ 38.00	\$ 39.04	\$ 40.11	\$ 42.35	\$ 44.72	\$ 47.21	\$ 49.84	\$ 51.21	\$ 52.62	\$ 54.07	\$ 55.56
	BW	\$ 2,958.40	\$ 3,040.00	\$ 3,123.20	\$ 3,208.80	\$ 3,388.00	\$ 3,577.60	\$ 3,776.80	\$ 3,987.20	\$ 4,096.80	\$ 4,209.60	\$ 4,325.60	\$ 4,444.80
	YR	\$ 77,214	\$ 79,344	\$ 81,515	\$ 83,749	\$ 88,426	\$ 93,375	\$ 98,574	\$ 104,065	\$ 106,926	\$ 109,870	\$ 112,898	\$ 116,009

MOU 12

Appendix A

Operative on January 1, 2023

Range		1	2	3	4	5	6	7	8	9	10	11	12
3704	HR	\$ 37.04	\$ 38.06	\$ 39.11	\$ 40.19	\$ 42.43	\$ 44.79	\$ 47.29	\$ 49.93	\$ 51.30	\$ 52.71	\$ 54.16	\$ 55.65
	BW	\$ 2,963.20	\$ 3,044.80	\$ 3,128.80	\$ 3,215.20	\$ 3,394.40	\$ 3,583.20	\$ 3,783.20	\$ 3,994.40	\$ 4,104.00	\$ 4,216.80	\$ 4,332.80	\$ 4,452.00
	YR	\$ 77,339	\$ 79,469	\$ 81,661	\$ 83,916	\$ 88,593	\$ 93,521	\$ 98,741	\$ 104,253	\$ 107,114	\$ 110,058	\$ 113,086	\$ 116,197
3708	HR	\$ 37.08	\$ 38.10	\$ 39.15	\$ 40.23	\$ 42.47	\$ 44.83	\$ 47.33	\$ 49.97	\$ 51.34	\$ 52.75	\$ 54.20	\$ 55.69
	BW	\$ 2,966.40	\$ 3,048.00	\$ 3,132.00	\$ 3,218.40	\$ 3,397.60	\$ 3,586.40	\$ 3,786.40	\$ 3,997.60	\$ 4,107.20	\$ 4,220.00	\$ 4,336.00	\$ 4,455.20
	YR	\$ 77,423	\$ 79,552	\$ 81,745	\$ 84,000	\$ 88,677	\$ 93,605	\$ 98,825	\$ 104,337	\$ 107,197	\$ 110,142	\$ 113,169	\$ 116,280
3712	HR	\$ 37.12	\$ 38.14	\$ 39.19	\$ 40.27	\$ 42.52	\$ 44.89	\$ 47.40	\$ 50.04	\$ 51.42	\$ 52.83	\$ 54.29	\$ 55.78
	BW	\$ 2,969.60	\$ 3,051.20	\$ 3,135.20	\$ 3,221.60	\$ 3,401.60	\$ 3,591.20	\$ 3,792.00	\$ 4,003.20	\$ 4,113.60	\$ 4,226.40	\$ 4,343.20	\$ 4,462.40
	YR	\$ 77,506	\$ 79,636	\$ 81,828	\$ 84,083	\$ 88,781	\$ 93,730	\$ 98,971	\$ 104,483	\$ 107,364	\$ 110,309	\$ 113,357	\$ 116,468
3718	HR	\$ 37.18	\$ 38.20	\$ 39.25	\$ 40.33	\$ 42.58	\$ 44.95	\$ 47.46	\$ 50.11	\$ 51.49	\$ 52.91	\$ 54.36	\$ 55.85
	BW	\$ 2,974.40	\$ 3,056.00	\$ 3,140.00	\$ 3,226.40	\$ 3,406.40	\$ 3,596.00	\$ 3,796.80	\$ 4,008.80	\$ 4,119.20	\$ 4,232.80	\$ 4,348.80	\$ 4,468.00
	YR	\$ 77,631	\$ 79,761	\$ 81,954	\$ 84,209	\$ 88,907	\$ 93,855	\$ 99,096	\$ 104,629	\$ 107,511	\$ 110,476	\$ 113,503	\$ 116,614
3783	HR	\$ 37.83	\$ 38.87	\$ 39.94	\$ 41.04	\$ 43.33	\$ 45.74	\$ 48.29	\$ 50.98	\$ 52.39	\$ 53.83	\$ 55.31	\$ 56.83
	BW	\$ 3,026.40	\$ 3,109.60	\$ 3,195.20	\$ 3,283.20	\$ 3,466.40	\$ 3,659.20	\$ 3,863.20	\$ 4,078.40	\$ 4,191.20	\$ 4,306.40	\$ 4,424.80	\$ 4,546.40
	YR	\$ 78,989	\$ 81,160	\$ 83,394	\$ 85,691	\$ 90,473	\$ 95,505	\$ 100,829	\$ 106,446	\$ 109,390	\$ 112,397	\$ 115,487	\$ 118,661
3806	HR	\$ 38.06	\$ 39.11	\$ 40.18	\$ 41.28	\$ 43.59	\$ 46.02	\$ 48.59	\$ 51.30	\$ 52.71	\$ 54.16	\$ 55.65	\$ 57.18
	BW	\$ 3,044.80	\$ 3,128.80	\$ 3,214.40	\$ 3,302.40	\$ 3,487.20	\$ 3,681.60	\$ 3,887.20	\$ 4,104.00	\$ 4,216.80	\$ 4,332.80	\$ 4,452.00	\$ 4,574.40
	YR	\$ 79,469	\$ 81,661	\$ 83,895	\$ 86,192	\$ 91,015	\$ 96,089	\$ 101,455	\$ 107,114	\$ 110,058	\$ 113,086	\$ 116,197	\$ 119,391
3818	HR	\$ 38.18	\$ 39.23	\$ 40.31	\$ 41.42	\$ 43.73	\$ 46.17	\$ 48.74	\$ 51.47	\$ 52.88	\$ 54.33	\$ 55.83	\$ 57.37
	BW	\$ 3,054.40	\$ 3,138.40	\$ 3,224.80	\$ 3,313.60	\$ 3,498.40	\$ 3,693.60	\$ 3,899.20	\$ 4,117.60	\$ 4,230.40	\$ 4,346.40	\$ 4,466.40	\$ 4,589.60
	YR	\$ 79,719	\$ 81,912	\$ 84,167	\$ 86,484	\$ 91,308	\$ 96,402	\$ 101,769	\$ 107,469	\$ 110,413	\$ 113,441	\$ 116,573	\$ 119,788
3856	HR	\$ 38.56	\$ 39.62	\$ 40.71	\$ 41.83	\$ 44.16	\$ 46.63	\$ 49.23	\$ 51.97	\$ 53.40	\$ 54.87	\$ 56.38	\$ 57.93
	BW	\$ 3,084.80	\$ 3,169.60	\$ 3,256.80	\$ 3,346.40	\$ 3,532.80	\$ 3,730.40	\$ 3,938.40	\$ 4,157.60	\$ 4,272.00	\$ 4,389.60	\$ 4,510.40	\$ 4,634.40
	YR	\$ 80,513	\$ 82,726	\$ 85,002	\$ 87,341	\$ 92,206	\$ 97,363	\$ 102,792	\$ 108,513	\$ 111,499	\$ 114,568	\$ 117,721	\$ 120,957
3919	HR	\$ 39.19	\$ 40.27	\$ 41.38	\$ 42.52	\$ 44.89	\$ 47.40	\$ 50.04	\$ 52.83	\$ 54.29	\$ 55.78	\$ 57.32	\$ 58.90
	BW	\$ 3,135.20	\$ 3,221.60	\$ 3,310.40	\$ 3,401.60	\$ 3,591.20	\$ 3,792.00	\$ 4,003.20	\$ 4,226.40	\$ 4,343.20	\$ 4,462.40	\$ 4,585.60	\$ 4,712.00
	YR	\$ 81,828	\$ 84,083	\$ 86,401	\$ 88,781	\$ 93,730	\$ 98,971	\$ 104,483	\$ 110,309	\$ 113,357	\$ 116,468	\$ 119,684	\$ 122,983
4023	HR	\$ 40.23	\$ 41.34	\$ 42.47	\$ 43.64	\$ 46.07	\$ 48.64	\$ 51.35	\$ 54.22	\$ 55.71	\$ 57.24	\$ 58.82	\$ 60.44
	BW	\$ 3,218.40	\$ 3,307.20	\$ 3,397.60	\$ 3,491.20	\$ 3,685.60	\$ 3,891.20	\$ 4,108.00	\$ 4,337.60	\$ 4,456.80	\$ 4,579.20	\$ 4,705.60	\$ 4,835.20
	YR	\$ 84,000	\$ 86,317	\$ 88,677	\$ 91,120	\$ 96,194	\$ 101,560	\$ 107,218	\$ 113,211	\$ 116,322	\$ 119,517	\$ 122,816	\$ 126,198
4122	HR	\$ 41.22	\$ 42.35	\$ 43.52	\$ 44.72	\$ 47.21	\$ 49.84	\$ 52.62	\$ 55.56	\$ 57.08	\$ 58.65	\$ 60.26	\$ 61.92
	BW	\$ 3,297.60	\$ 3,388.00	\$ 3,481.60	\$ 3,577.60	\$ 3,776.80	\$ 3,987.20	\$ 4,209.60	\$ 4,444.80	\$ 4,566.40	\$ 4,692.00	\$ 4,820.80	\$ 4,953.60
	YR	\$ 86,067	\$ 88,426	\$ 90,869	\$ 93,375	\$ 98,574	\$ 104,065	\$ 109,870	\$ 116,009	\$ 119,183	\$ 122,461	\$ 125,822	\$ 129,288
4264	HR	\$ 42.64	\$ 43.81	\$ 45.02	\$ 46.26	\$ 48.84	\$ 51.56	\$ 54.44	\$ 57.47	\$ 59.05	\$ 60.67	\$ 62.34	\$ 64.05
	BW	\$ 3,411.20	\$ 3,504.80	\$ 3,601.60	\$ 3,700.80	\$ 3,907.20	\$ 4,124.80	\$ 4,355.20	\$ 4,597.60	\$ 4,724.00	\$ 4,853.60	\$ 4,987.20	\$ 5,124.00
	YR	\$ 89,032	\$ 91,475	\$ 94,001	\$ 96,590	\$ 101,977	\$ 107,657	\$ 113,670	\$ 119,997	\$ 123,296	\$ 126,678	\$ 130,165	\$ 133,736

MOU 12

Appendix A

Operative on January 1, 2023

Range		1	2	3	4	5	6	7	8	9	10	11	12
4290	HR	\$ 42.90	\$ 44.08	\$ 45.29	\$ 46.54	\$ 49.14	\$ 51.88	\$ 54.78	\$ 57.83	\$ 59.42	\$ 61.05	\$ 62.73	\$ 64.46
	BW	\$ 3,432.00	\$ 3,526.40	\$ 3,623.20	\$ 3,723.20	\$ 3,931.20	\$ 4,150.40	\$ 4,382.40	\$ 4,626.40	\$ 4,753.60	\$ 4,884.00	\$ 5,018.40	\$ 5,156.80
	YR	\$ 89,575	\$ 92,039	\$ 94,565	\$ 97,175	\$ 102,604	\$ 108,325	\$ 114,380	\$ 120,749	\$ 124,068	\$ 127,472	\$ 130,980	\$ 134,592
4301	HR	\$ 43.01	\$ 44.19	\$ 45.41	\$ 46.66	\$ 49.26	\$ 52.00	\$ 54.90	\$ 57.96	\$ 59.56	\$ 61.20	\$ 62.88	\$ 64.61
	BW	\$ 3,440.80	\$ 3,535.20	\$ 3,632.80	\$ 3,732.80	\$ 3,940.80	\$ 4,160.00	\$ 4,392.00	\$ 4,636.80	\$ 4,764.80	\$ 4,896.00	\$ 5,030.40	\$ 5,168.80
	YR	\$ 89,804	\$ 92,268	\$ 94,816	\$ 97,426	\$ 102,854	\$ 108,576	\$ 114,631	\$ 121,020	\$ 124,361	\$ 127,785	\$ 131,293	\$ 134,905
4412	HR	\$ 44.12	\$ 45.33	\$ 46.58	\$ 47.86	\$ 50.53	\$ 53.35	\$ 56.32	\$ 59.46	\$ 61.10	\$ 62.78	\$ 64.51	\$ 66.28
	BW	\$ 3,529.60	\$ 3,626.40	\$ 3,726.40	\$ 3,828.80	\$ 4,042.40	\$ 4,268.00	\$ 4,505.60	\$ 4,756.80	\$ 4,888.00	\$ 5,022.40	\$ 5,160.80	\$ 5,302.40
	YR	\$ 92,122	\$ 94,649	\$ 97,259	\$ 99,931	\$ 105,506	\$ 111,394	\$ 117,596	\$ 124,152	\$ 127,576	\$ 131,084	\$ 134,696	\$ 138,392
4504	HR	\$ 45.04	\$ 46.28	\$ 47.55	\$ 48.86	\$ 51.58	\$ 54.46	\$ 57.50	\$ 60.70	\$ 62.37	\$ 64.09	\$ 65.85	\$ 67.66
	BW	\$ 3,603.20	\$ 3,702.40	\$ 3,804.00	\$ 3,908.80	\$ 4,126.40	\$ 4,356.80	\$ 4,600.00	\$ 4,856.00	\$ 4,989.60	\$ 5,127.20	\$ 5,268.00	\$ 5,412.80
	YR	\$ 94,043	\$ 96,632	\$ 99,284	\$ 102,019	\$ 107,699	\$ 113,712	\$ 120,060	\$ 126,741	\$ 130,228	\$ 133,819	\$ 137,494	\$ 141,274
4604	HR	\$ 46.04	\$ 47.31	\$ 48.61	\$ 49.95	\$ 52.73	\$ 55.67	\$ 58.77	\$ 62.05	\$ 63.76	\$ 65.51	\$ 67.32	\$ 69.17
	BW	\$ 3,683.20	\$ 3,784.80	\$ 3,888.80	\$ 3,996.00	\$ 4,218.40	\$ 4,453.60	\$ 4,701.60	\$ 4,964.00	\$ 5,100.80	\$ 5,240.80	\$ 5,385.60	\$ 5,533.60
	YR	\$ 96,131	\$ 98,783	\$ 101,497	\$ 104,295	\$ 110,100	\$ 116,238	\$ 122,711	\$ 129,560	\$ 133,130	\$ 136,784	\$ 140,564	\$ 144,426
4685	HR	\$ 46.85	\$ 48.14	\$ 49.46	\$ 50.82	\$ 53.66	\$ 56.65	\$ 59.80	\$ 63.14	\$ 64.88	\$ 66.66	\$ 68.50	\$ 70.38
	BW	\$ 3,748.00	\$ 3,851.20	\$ 3,956.80	\$ 4,065.60	\$ 4,292.80	\$ 4,532.00	\$ 4,784.00	\$ 5,051.20	\$ 5,190.40	\$ 5,332.80	\$ 5,480.00	\$ 5,630.40
	YR	\$ 97,822	\$ 100,516	\$ 103,272	\$ 106,112	\$ 112,042	\$ 118,285	\$ 124,862	\$ 131,836	\$ 135,469	\$ 139,186	\$ 143,028	\$ 146,953

APPENDIX B

MOU 12

LIUNA PENSION FUND PREFERRED SCHEDULE RATE TABLE

Schedule Year	Hourly Rate	Daily Rate	Effective	Expiration
2	\$0.87	\$6.96	1/1/2016	12/31/2016
3	\$0.96	\$7.68	1/1/2017	12/31/2017
4	\$1.06	\$8.48	1/1/2018	12/31/2018
5	\$1.17	\$9.36	1/1/2019	12/31/2019
6	\$1.29	\$10.32	1/1/2020	12/31/2020
7	\$1.42	\$11.36	1/1/2021	12/31/2021
8	\$1.57	\$12.56	1/1/2022	12/31/2022
9	\$1.73	\$13.84	1/1/2023	12/31/2023

APPENDIX C

SALARY NOTES

- A. One Park Maintenance Supervisor, Code 3145, when regularly assigned overall responsibility for the care and maintenance of the horses and equipment used in the park ranger program and the training of personnel assigned to the mounted patrol function in proper horsemanship techniques shall receive pensionable salary at the first premium level (2.75%) above the appropriate step rate of the salary range prescribed for the class.
- B. Employees in the class of Park Maintenance Supervisor, Code 3145, in the Department of Recreation and Parks, who are regularly assigned to supervise the maintenance of 18 holes of golf shall receive pensionable compensation at the first premium level (2.75%) above the appropriate step rate of the salary range prescribed for the class.
- C. Employees in the class of Lot Cleaning Supervisor I, Code 4280-1, or in the class of Street Services Supervisor I, Code 4152-1, who are regularly assigned to personally supervise a crew or crews engaged in machine or hand removal for which they receive premium compensation, shall receive pensionable compensation at the second premium level (5.5%) above the appropriate step rate of the salary range prescribed for the class.
- D. Employees in the class of Lot Cleaning Supervisor II, Code 4280-2, who are regularly assigned to supervise crews who are engaged in machine or hand removal for which they receive premium compensation, shall receive pensionable compensation at the second premium level (5.5%) above the appropriate step rate of the salary range prescribed for the class.
- E. Employees in the class of Camp Manager, Code 3140, when assigned to Crowley Lake shall receive, for five (5) months, salary at the second premium level (5.5%) above the appropriate step rate of the salary range prescribed for the class.
- F. One (1) employee in the class of Equipment Repair Supervisor, Code 3746, in the Department of General Services, and one (1) employee in the same class in the Department of Airports, shall receive pensionable compensation at the second premium level (5.5%) above the biweekly rate prescribed for the class when regularly assigned to supervise employees who perform repairs and maintenance on man lift equipment. Temporary assignments to perform the above shall receive a non-pensionable 5.5% bonus when assigned on a daily basis.
- G. One employee in the class of Equipment Repair Supervisor, Code 3746, and one employee in the class of Auto Body Repair Supervisor, Code 3706, in the Fire Department, shall receive non-pensionable compensation at the second premium level (5.5%) above the biweekly rate prescribed for the class for each day he or

she is assigned to supervise employees who operate, maintain, or inspect extended or partially extended fire ladders or other man lift equipment. This bonus is pensionable when regularly assigned.

- H. Employees in the class of Equipment Repair Supervisor, Code 3746, shall receive pensionable salary at the second premium level (5.5%) above the appropriate step rate of the salary range prescribed for the class when regularly supervising employees engaged in the maintenance and repair of motor sweepers. Those not regularly assigned shall receive non-pensionable salary at the second premium level (5.5%) above the appropriate step rate of the salary range for each day of such supervision.
- I. Employees in the class of Machinist Supervisor, Code 3766, and in the class of Welder Supervisor, Code 3798, who are assigned to wastewater treatment plants in the Bureau of Sanitation, shall receive, in addition to all other regular and premium compensation, pensionable salary at the third premium level (8.25%) above the appropriate biweekly rate prescribed for the class.
- J. Any employee in the class of Senior Traffic Supervisor, Code 3218, shall receive non-pensionable compensation at the second premium level (5.5%) above the appropriate step rate of the salary range prescribed for the class for any day on which the employee performs traffic monitoring and unit deployment duties from a helicopter in the air.
- K. Employees in the class of Chief Custodian Supervisor, Code 3182 or Head Custodian Supervisor, Code 3178 in the Department of Airports when required to work more than fifty percent (50%) of their time in any one day between the hours of twelve midnight and 8:00 a.m., shall receive for each such day, salary at the third premium level (8.25%) above the appropriate step rate of the salary range prescribed for the class. The provisions of LAAC Section 61, Schedule A, Note "N" shall not apply concurrently with the provisions of this note. This bonus is pensionable when regularly assigned and non-pensionable when assigned on a daily basis.
- L. One person in the class of Custodian Supervisor, Code 3176, in the Department of Airports, when regularly assigned additional duties involving directing and coordinating the work of graveyard shift custodial employees, shall receive pensionable salary at the third premium level (8.25%) above the appropriate step rate of the salary range prescribed for the class.
- M. Any person in the class of Airports Maintenance Supervisor I, Code 3336-1, shall receive the salary prescribed for the class but in no event less than the premium level rate above the appropriate step rate for the class which provides at least 2.75% but not more than 5.5% higher salary than the incumbent of the highest compensated class regularly and directly supervised. Said premium shall be pensionable.

- N. One employee in the class of Custodian Supervisor, Code 3176, in the Department of General Services, when regularly assigned to operate or supervise the operation of self-propelled floor-finishing machines, shall receive, in addition to all other regular or premium compensation, pensionable compensation at the appropriate step of the first premium level (2.75%) above the salary range prescribed for the class.
- O. Three employees in the class of Senior Traffic Supervisor I, Code 3218-1, when regularly assigned to conduct adjudication hearings in the parking citation Administrative Hearing Program shall receive pensionable compensation at their corresponding step of the salary range prescribed for the class of Management Analyst I, Code 9184-1, while so assigned.
- P. Any employee in the class of Principal Detention Officer, Code 3215, when regularly assigned as Watch Supervisor in an LAPD jail facility, shall receive pensionable compensation at the appropriate step of the second premium level (5.5%) above the salary range prescribed for the class.
- Q. Employees in the class of Municipal Police Sergeant, Code 3185, and Municipal Police Lieutenant, Code 3198, who have successfully completed the educational and training requirements prescribed by the Commission on Peace Officer Standards and Training (POST) and been so certified, shall, upon presentation of the subject certificate to Management, receive pensionable bonus compensation as follows:
1. For the full, basic POST certificate, the bonus shall be three percent (3%) of the appropriate step of the prescribed, regular biweekly salary;
 2. For the Intermediate POST certificate, the bonus shall be one percent (1%) of the appropriate step of the prescribed, regular biweekly salary;
 3. For the Advanced POST certificate, the bonus shall be two percent (2%) of the appropriate step of the prescribed, regular biweekly salary.
- R. Any employee in the class of Municipal Police Sergeant, Code 3185, in the Los Angeles Police Department, who, in the absence of a Municipal Police Lieutenant, is assigned to act as Watch Commander on the Day, Night or Morning shift, and who is so assigned for at least half of the prescribed hours of any such shift, shall receive compensation at the appropriate step of the salary range that is two premium levels (5.5%) above the salary range prescribed for the class of Municipal Police Sergeant, when so assigned. This bonus is pensionable when regularly assigned.
- S. Any employee in the class and pay grade of Tree Surgeon Supervisor I or II, Codes 3117-1 or -2, who holds the credential of Certified Tree Worker in accordance with the standards of the International Society of Arboriculture (ISA) shall receive, in

addition to all other regular and premium compensation, salary at the appropriate step of the first premium level (2.75%) above the salary range prescribed for the class. Any employee in the class and pay grade of Tree Surgeon Supervisor I or II, Codes 3117-1 or -2, who holds the credential of Certified Arborist in accordance with ISA standards shall receive, in addition to all other regular and premium compensation, pensionable salary at the appropriate step of the second premium level (5.5%) above the salary range prescribed for the class.

- T. Any employee in the class of Park Maintenance Supervisor, Code 3145, who is assigned to work weekend days (Saturday and Sunday) as part of the Park Restroom Enhancement Program (PREP), shall receive for each weekend day so assigned compensation at the appropriate step of the salary range that is two premium levels (5.5%) above the salary range prescribed for the class of Park Maintenance Supervisor.
- U. Employees in the classes of Senior Security Officer, Code 3184, and Principal Security Officer, Code 3200, who are regularly assigned to the Traffic Services Section at the Los Angeles International Airport, shall receive pensionable compensation at the appropriate step of the fifth premium level (13.75%) above the salary range prescribed for their respective class.
- V. Senior and Principal Security Officers, Codes 3184 and 3200, respectively, employed by Los Angeles World Airports at LAX who are assigned to Traffic on Day or PM shifts, shall receive a daily non-pensionable one-premium level (2.75%) bonus when in the field supervising Security Officers receiving a "noise bonus" for more than 50% of the work day.
- W. Employees in the classification of Airport Maintenance Supervisor III, Code 3336-3, when regularly assigned to supervise an Airport Maintenance Supervisor II, Code 3336-2, shall receive a pensionable two-premium level (5.5%) bonus.
- X. Employees in the classification of Auto Body Repair Supervisor II, Code 3706, when regularly assigned to supervise a Sheet Metal Worker, Code 3775, shall be paid at the second premium level (5.5%) above the rate of the class of Sheet Metal Worker. Said additional compensation shall be pensionable.
- Y. Employees in the classification of Automotive Supervisor, Code 3714, when regularly assigned to supervise a Heavy Duty Equipment Mechanic, Code 3743, shall be paid at the second premium level (5.5%) above the rate of the class of Heavy Duty Equipment Mechanic. Said additional compensation shall be pensionable.
- Z. Custodian Supervisors, Code 3176, when regularly assigned to supervise a Senior Custodian II, Code 3157, shall receive a two-premium level (5.5%) bonus. This bonus is pensionable when regularly assigned.

- AA. One Park Maintenance Supervisor, Code 3145, employed by the L.A. Zoo, when regularly assigned to directly supervise a Motor Sweeper Operator, Code 3585, shall receive a five-premium level (13.75%) pensionable bonus.
- BB. Employees in the classification of Tire Repairer Supervisor, Code 3732, when regularly assigned to supervise a Truck Operator, Code 3583, shall receive a pensionable two-premium level (5.5%) bonus.
- CC. Employees in the classification of Window Cleaner Supervisor Airport, Code 3177-A, when regularly assigned to supervise a Senior Window Cleaner, Code 3174, shall receive a pensionable one premium level (2.75%) bonus.
- DD. Employees in any Unit class, when regularly assigned to perform maintenance, service or repair of motor sweepers or of sewage disposal facilities and equipment, or cleaning catch basins, or transporting sewage or catch basin debris more than 50% of a work day, shall receive, for each day so assigned, non-pensionable salary at the appropriate step of the second premium level (5.5%) above the salary range prescribed for the class.
- EE. Employees regularly assigned to duties consisting of loading, unloading, handling or collecting household refuse or dead animals; or regularly assigned to perform duties consisting of operating equipment at refuse disposal sites or engaged in refuse disposal site maintenance activities; or regularly assigned to perform duties consisting of cleaning, servicing or repairing vehicles, containers or equipment used for loading, unloading, collecting or hauling dead animals or household refuse or when performing duties consisting of repairing or servicing construction equipment used on a refuse disposal site more than 50% of a work day, shall receive, for each day so assigned, salary at the appropriate step of the second premium level (5.5%) above the salary range prescribed for the class. This bonus is pensionable when regularly assigned and non-pensionable when assigned on a daily basis.
- FF. One Senior Storekeeper, Code 1837, when regularly assigned to the Heliport at Van Nuys Airport shall receive a two level premium (5.5%) pensionable bonus.
- GG. Wastewater Collection Supervisors, Code 4113, shall receive a non-pensionable biweekly bonus of \$25.00 while maintaining a valid class B Commercial driver's license while in the classification.
- HH. Wastewater Collection Supervisors, Code 4113, shall receive a \$12.50 biweekly non-pensionable bonus for possessing a valid CWEA Grade II certification or a \$25.00 biweekly non-pensionable bonus for possessing a valid CWEA Grade III certification. An individual may receive additional compensation for one or the other, but shall not receive both bonuses simultaneously.

- II. Effective no sooner than December 13, 2015, Helicopter Mechanic Supervisors, Class Code 3749, who possess a current valid FAA inspection certification shall receive a pensionable biweekly bonus of \$125.00 in addition to any other base and premium pay. The certification must be presented to the employing department and the bonus will be effective as of the beginning of the first full pay period following presentation of the valid certificate to the employing department. There shall be no retroactive payment of this bonus.
- JJ. Effective December 13, 2015, Salary Appendix B reflects special salary adjustments for the classifications/pay grades shown below:
- Helicopter Mechanic Supervisor I (Code 3749-1) – Two premium levels (5.5%).
 - Helicopter Mechanic Supervisor II (Code 3749-2) – Three premium levels (8.25%).
 - Wastewater Collection Supervisor (Code 4113) – Salary adjustment to reflect parity with Refuse Collection Supervisor (Code 4101).
- KK. **Note Regarding Former Noise Bonus** - The salary of Tree Surgeon Supervisor I, Code 3117-1, includes an additional 2.75% which incorporates adjusted compensation for the former noise provision of Note K of Schedule A of LAAC Section 4.61 (Note K was removed from the LAAC in 2001). No other classifications and/or pay grades in this unit are eligible for such Note K adjusted compensation.
- LL. **Hazard Bonus (Civic Center/Library)** - Effective July 7, 2019, employees in the classifications of Custodian Supervisor, Code 3176, Senior Security Officer, Code 3184, and Principal Security Officer, Code 3200, shall receive a 5.5% pensionable bonus when regularly assigned to work in one of the City's Civic Center buildings or at a City Library, or \$20 per day, non-pensionable, for each day so assigned.
- MM. **Steel Welder Certificate Bonus (Harbor)** - Effective July 7, 2019, whenever any employee in the classification of Machinist Supervisor, Code 3766, employed at the Harbor Department possesses a Structural Steel Welders Certificate, said employee shall receive the equivalent of three premium levels (8.25%) above the regular salary for his or her classification.
- NN. **Hearing Examiner Bonus (Animal Services)** - Effective July 7, 2019, one (1) employee in the classification of Senior Animal Control Officer II, Code 4316-2, assigned to the Department of Animal Services Hearings program shall receive a 5.5% pensionable bonus when regularly assigned to act as the lead hearing examiner or \$20 per day, non-pensionable, for each day so assigned.
- OO. **Longevity Bonus** - Effective July 7, 2019, full-time employees listed below shall receive a 5.5% biweekly pensionable bonus where said employees have five (5) consecutive years in the specific job classification at the same employing department.

- Senior Detention Officer, Code 3212
- Principal Detention Officer, Code 3215
- Senior Property Officer, Code 3209
- Principal Property Officer, Code 3210
- Senior Security Officer, Code 3184
- Principal Security Officer, Code 3200

- PP. **Hazard Bonus (Jail Facility, LAPD)** - Effective July 7, 2019, employees in the classification of Senior Detention Officer, Code 3212, and Principal Detention Officer, Code 3215, when regularly assigned to the floor in a jail facility to directly supervise detention officers assigned to the floor or booking function, or assigned as Watch Commander or Assistant Watch Commander shall receive a 5.5% biweekly pensionable bonus or \$20 per day, non-pensionable, for each day so assigned.
- QQ. **Instructor Bonus (LAPD)** - Effective July 7, 2019, employees in the classification of Senior Detention Officer, Code 3212, and Principal Detention Officer, Code 3215, shall receive \$50 per day, non-pensionable, each time he or she conducts State Standards and Training for Corrections (STC) in-service and recruit officer training session, as assigned by Management.
- RR. **Traffic Bonus (DOT)** – Effective July 7, 2019, employees in the classification of Senior Traffic Supervisor I and II, Codes 3218-1 and -2, when directing traffic shall receive \$15 per day, non-pensionable, for each day so assigned. (Employees who qualify for compensation under both this bonus and the Healthy Streets bonus shall not receive compensation for both bonuses concurrently.)
- SS. **Hazard Bonus (Senior Traffic Supervisor)** – Effective July 7, 2019, employees in the classification of Senior Traffic Supervisor I, II, and III, Code 3218-1, -2, and -3, when assigned to perform duties associated with the job classification for the City's program(s) relating to homeless encampments or illegal dumping more than 50% of the scheduled work day shall receive a 5.5% daily, pensionable bonus for each day so assigned. (Employees who qualify for compensation under both this bonus and the Traffic Control bonus shall not receive compensation for both bonuses concurrently.)
- TT. **Hazard Bonus (Wastewater Collection Supervisor)** - Employees in the classification of Wastewater Collection Supervisor, Code 4113, when assigned to perform duties associated with the job classification for the City's program(s) relating to homeless encampments or illegal dumping more than 50% of the scheduled work day shall receive a 5.5% daily, pensionable bonus for each day so assigned.
- UU. **Pest Control Bonus** - Employees in the classifications of Tree Surgeon Supervisor I, Code 3117-1, and Park Maintenance Supervisor, Code 3145-0

(employed at the Harbor Department), who are regularly assigned to a dedicated crew or individually responsible for the eradication of vermin and other dangerous or destructive pests, the removal of hives or wasp nests from public property, pesticide application using numerous restricted materials, and who may be required by management to possess a Qualified Applicator's Certificate and maintain proper written documentation of such application, shall receive compensation at three (3) premium levels, pensionable, above the appropriate step on the salary range prescribed for the class.

VV. Employees in the classification of Senior Traffic Supervisor I, Class Code 3218-1, and Senior Traffic Supervisor II, Class Code 3218-2, shall receive a 5.5% biweekly pensionable bonus.

WW. **Tool Reimbursement** - Employees in the following classifications shall be reimbursed \$500.00 per calendar year beginning January 5, 2020 for pre-approved tool purchases:

- Auto Body Repair Supervisor I
- Auto Body Repair Supervisor II
- Automotive Supervisor
- Automotive Supervisor Airport
- Equipment Repair Supervisor
- Equipment Supervisor
- Helicopter Repair Supervisor I
- Machinist Supervisor
- Aerial Shop Supervisor
- Welder Supervisor

This provision will terminate June 30, 2021.

XX. **Note regarding Special Salary Adjustments for MOU 2018-2021** - Effective July 7, 2019, Salary Appendix C reflects special salary adjustments for the classifications/paygrades shown below:

Bus Operator Supervisor	5.5%
Labor Supervisor	5.5%
Principal Property Officer	2.75%
Senior Property Officer	2.75%
Principal Security Officer	2.75%
Senior Security Officer	2.75%
Principal Storekeeper	2.0%
Senior Storekeeper	8.25%
Senior Storekeeper-M	5.5%
Senior Traffic Supervisor III	5.5%
Tree Surgeon Supervisor I	12.64%
Tree Surgeon Supervisor II	1.55%

Principal Property Officer (Code 3210-0) – Salary adjustment to reflect parity with Principal Detention Officer (Code 3215-0)

Senior Property Officer (Code 3209-0) – Salary adjustment to reflect parity with Senior Detention Officer (Code 3212-0)

- YY. Employees in the classification of Refuse Collection Supervisor, Class Code 4101, in the Bureau of Sanitation when regularly assigned to the Livability Services Division shall receive additional pensionable compensation at two (2) premium levels above the appropriate step on the salary range prescribed for the class while so assigned.

EXHIBIT A

MEMORANDUM OF UNDERSTANDING NO. 12

**JOINTLY SUBMITTED TO THE CITY COUNCIL
REGARDING THE
SUPERVISORY BLUE COLLAR UNIT
FOR A
ALTERNATIVE WORK SCHEDULE FOR SPECIFIED SENIOR AND PRINCIPAL
DETENTION OFFICERS**

BY AND BETWEEN

**THE LOS ANGELES POLICE DEPARTMENT
AND THE
CITY ADMINISTRATIVE OFFICER
("Management")**

**AND THE
LIUNA, LOCAL 777
("Union")**

ARTICLE I PURPOSE

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

ARTICLE II LIMITATIONS

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

specified or a practice, shall not be continued unless mutually agreed upon by Management and the Union.

- H. Except as modified by this Amendment, no provision of the current MOU 12 or Letters of Intent are affected by this agreement. Unless modified by this Amendment, it is the intent of the parties to abide by articles and provisions of MOU 12 as they apply to the AWS except for provisions modified by this or future Amendments or agreements specifically related to AWS.

ARTICLE III TERM

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

ARTICLE IV WORKING HOURS

- A. Except as otherwise provided for in MOU 12 and this Agreement, the 3/12 Plan requires Senior and Principal Detention Officers to generally be scheduled to work 13 days consisting of 12-hour shifts totaling 156 hours in a twenty-eight (28) day deployment period. For timekeeping purposes, each employee assigned to work a 12-hour shift shall be scheduled for 4 hours of holiday time each DP. The 4 hours of holiday time shall be scheduled on the last regularly scheduled day off of the Deployment Period. Senior and Principal Detention Officers will receive 4 hours of holiday time each DP and will not receive any of the holidays specified in Article 5.12 of MOU 12.
- B. A 4/10 schedule will be available on two mid-watches, deployment permitting, only at the regional jails. Area jails will only be on the 3/12 schedule. Assignment of watches shall be at the discretion of the Commanding Officer of Custody Services Division. For employees working the 10-hour shift, each employee will generally be scheduled to work 15 days consisting of 10-hour shifts totaling 150 hours in a DP during the DPs with one scheduled holiday. It shall be Management's discretion to determine the DPs during which an employee must work 14 or 16 10-hour shifts. Employees working the 10-hour shift shall have holidays scheduled pursuant to days off in lieu of a holiday as specified on the annual deployment calendar. For timekeeping purposes, during any DP when an employee is scheduled to work 14 or 15 days, the employee shall be scheduled for 10-hour holidays.
- C. Administrative positions will either be scheduled on a 5/40 or 9/80 work schedule. Administrative positions are not exempt from 29 United States Code (U.S.C) § 207(k) and are subject to Article 3.6 of MOU 12.
- D. Under the AWS, an additional thirty (30) minutes will be added to each twelve-hour (12) shift to account for a 30-minute unpaid meal break.

- E. The starting time for each shift shall be at the discretion of the Commanding Officer of the Custody Services Division.
- F. Under the AWS, employees on the 3/12 plan who are off for one full working day shall be reported as off for 12 hours. Employees on the 4/10 plan who are off for one full working day shall be reported as off for 10 hours. Employees on the 9/80 plan who are off for one full working day shall be reported as off for nine hours. Employees on the 5/40 plan who are off for one full working day shall be reported as off for 8 hours.
- G. When an employee is assigned to attend training and the training is less than 12 hours for employees on a 3/12 schedule, or less than 10 hours for employees on a 4/10 schedule, or less than 9 hours on a 9/80 schedule, the employee shall promptly return to his/her division and work the remaining hours, or use vacation time or accumulated time off to cover the remaining hours, subject to advance management approval. At the discretion of the Commanding Officer of Custody Services Division or his or her designee, and after considering the impact on the Section's ability to adequately deploy personnel and accomplish its mission, the employee may work the remaining hours during the same DP.
- H. Employees working the 3/12 schedule shall not engage in any outside employment within twenty-four hours of beginning such shift or on a regularly scheduled work day. In accordance with LAPD Manual Section 3/744, any outside employment must first be approved by the Department.
- I. In order to avoid fatigue, employees working the 3/12 schedule will not be permitted to work more than four (4) days at a stretch.

ARTICLE VI TIMEKEEPING

Management may make corrections including the deduction of monies resulting from overpayments caused by the payroll system "smoothing" * process or from advance overtime overpayments without obtaining individual waivers from the affected employees. Management will notify the affected employee via e-mail of an overpayment prior to making any deductions to recover such overpayment. An employee who disputes the deduction must do so in writing or by e-mail to both the Commanding Officer of FOD and the Commanding Officer of the Custody Services Division within five days of being notified of the proposed deduction. FOD will conduct an investigation and inform the employee of FOD's determination within ten (10) days. Adjustments to the employees' pay shall be made during the following deployment period.

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

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

ARTICLE VII OVERTIME

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

ARTICLE VIII HOLIDAYS AND HOLIDAY PREMIUMS

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

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

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

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

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

- C. Notwithstanding the previous language, whenever a special holiday is declared by proclamation of the Mayor with concurrence of the Council, the Chief of Police is hereby authorized to grant to each employee a day off with full pay. Such day off shall be in addition to any other day off authorized and granted each employee under the provisions of this agreement and the MOU and may be allowed either on the same day that is declared a special holiday by the Mayor and Council or on any subsequent day at the discretion of the Chief of Police.
- D. Effective upon implementation of the alternative work schedule, employees shall be entitled to the number of remaining holiday hours in lieu of holidays as designated on the Deployment Schedule for that calendar year.
- E. If the AWS discontinues, employees will once again receive holidays in accordance with the MOU for the class. The employee's holidays will not be recalculated retroactively using the standard holidays per the MOU.

ARTICLE IX FLOATING HOLIDAYS

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

ARTICLE X BEREAVEMENT LEAVE

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

ARTICLE XI BID SYSTEM

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

ARTICLE XII WORKERS' COMPENSATION APPOINTMENTS

Management will adjust an employee's work schedule when he or she has to attend a Workers' Compensation appointment on his or her day off.

APPENDIX TO EXHIBIT A

Time Conversion for Work Hours

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

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

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

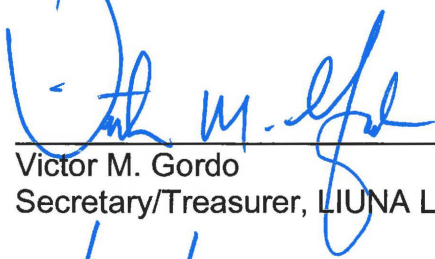
² Bereavement Leave is counted in days and is **not** converted to hours.

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

EXHIBIT A

ALTERNATIVE WORK SCHEDULE FOR SPECIFIED SENIOR AND PRINCIPAL
DETENTION OFFICERS

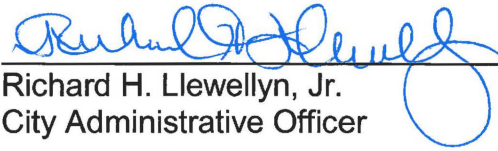
FOR THE UNION:



Victor M. Gordo
Secretary/Treasurer, LIUNA Local 777

7/24/19
Date

FOR THE CITY:



Richard H. Llewellyn, Jr.
City Administrative Officer

7/29/19
Date

Approved as to Form and Legality:



Office of the City Attorney

7/29/19
Date

CONTINUING LETTER OF AGREEMENT

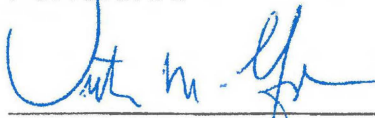
SUPERVISORY BLUE COLLAR UNIT MEMORANDUM OF UNDERSTANDING NO. 12

CONTRIBUTIONS TO THE LIUNA PENSION FUND

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

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

FOR LIUNA:

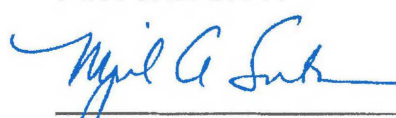


Victor M. Gordo
LIUNA Local 777

12/4/15

Date

FOR THE CITY:



Miguel A. Santana
City Administrative Officer

12/3/15

Date

CONTINUED LETTER OF INTENT

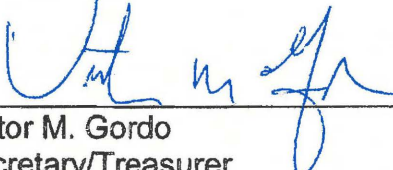
**SUPERVISORY BLUE COLLAR UNIT
MEMORANDUM OF UNDERSTANDING NO. 12**

**TREE SURGEON SUPERVISOR II POSITIONS
PUBLIC WORKS - BUREAU OF STREET SERVICES**

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

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

FOR LIUNA:



Victor M. Gordo
Secretary/Treasurer

Date: 12/4/15

FOR THE CITY:



Miguel A. Santana
City Administrative Officer

Date: 12/3/15

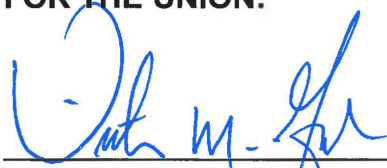
LETTER OF AGREEMENT

2018-2021 MEMORANDUM OF UNDERSTANDING NO. 12

UNIFORM JACKET

The parties agree Department management shall provide a one-time \$200 cash payment for the purchase of a uniform jacket for all MOU 12 supervisory classifications where the department requires those employees to wear a uniform (for purposes of this Letter of Agreement, uniform includes required City polo shirts). This payment shall be made no later than the last pay period in August 2019.

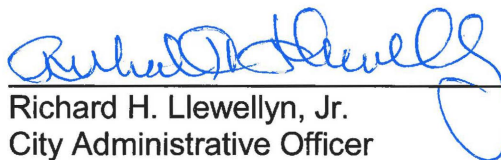
FOR THE UNION:



Victor M. Gordo
Secretary/Treasurer, LIUNA Local 777

7/24/19
Date

FOR THE CITY:



Richard H. Llewellyn, Jr.
City Administrative Officer

7/29/19
Date

As to Form and Legality:



Office of the City Attorney

7/29/19
Date


LETTER OF AGREEMENT

2018-2021 MEMORANDUM OF UNDERSTANDING NO. 12

SETTLEMENT AGREEMENT

The parties have agreed to settle a matter concerning the Senior Traffic Supervisor III classification (Class Code 3218-3) by drafting a settlement agreement that includes, in part, the withdrawal of an existing grievance, the right to proceed to arbitration, any sought back wages, and a waiver of rights in consideration of a 5.5% salary adjustment memorialized in the 2018-2021 MOU 12.

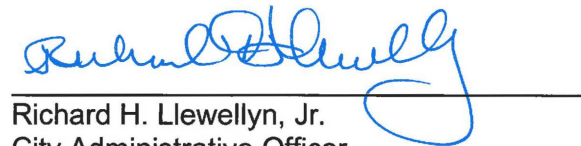
FOR THE UNION:



Victor M. Gordo
Secretary/Treasurer, LIUNA Local 777

7/24/19
Date

FOR THE CITY:



Richard H. Llewellyn, Jr.
City Administrative Officer

7/29/19
Date

As to Form and Legality:



Office of the City Attorney

7/29/19
Date

LETTER OF AGREEMENT

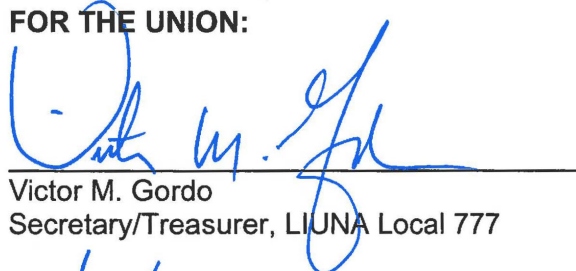
2018-2021 MEMORANDUM OF UNDERSTANDING NO. 12

CLASSIFICATION STUDY AND/OR PAY GRADE REVIEW

The parties have targeted June 30, 2020, as a goal to complete the following:

1. Senior Traffic Supervisor I, II, III (Class Code 3218-1, 2, and 3) - Class Study and Pay Grade Review
2. Labor Supervisor (Class Code 3126-0) - Class Study and Pay Grade Review
3. Tree Surgeon Supervisor I and II (Class Codes 3117- and -2) - Pay Grade Review

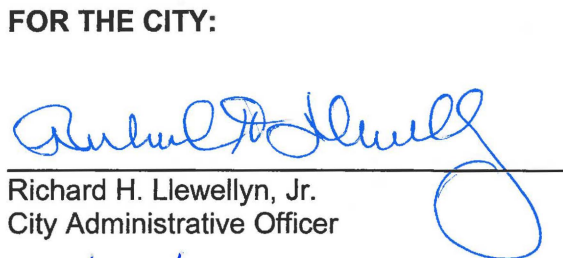
FOR THE UNION:



Victor M. Gordo
Secretary/Treasurer, LIUNA Local 777

7/24/19
Date

FOR THE CITY:



Richard H. Llewellyn, Jr.
City Administrative Officer

7/29/19
Date

As to Form and Legality:



Office of the City Attorney

7/29/19
Date

LETTER OF AGREEMENT

2018–2021 MEMORANDUM OF UNDERSTANDING NO. 12

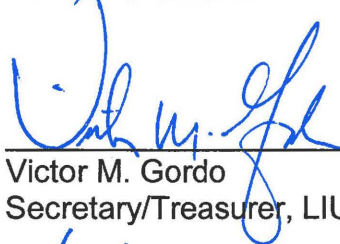
NOISE DECIBEL REVIEW LOS ANGELES WORLD AIRPORTS

The undersigned parties agree that a review of the noise decibels will be undertaken by the Los Angeles World Airports (LAWA) to evaluate the working conditions of the Senior Security Officer and Principal Security Officer classifications (Class Codes 3184 and 3200) assigned to duties on, near, and/or around airfield operations at LAWA.

The purpose of the review will be to determine if noise decibels present a potential adverse working condition for employees assigned to the referenced work locations. If necessary, the findings may result in a meet and confer session between the department, the Union, and the CAO as well as the possibility of reopening the MOU to address compensation for excessive noise conditions when assigned to specific work locations taking into consideration the existing Salary Note regarding Noise (former Note K) for MOU 12 classifications.

The parties shall meet within 60 days following City Council adoption of this MOU or another date mutually agreed upon by the parties.

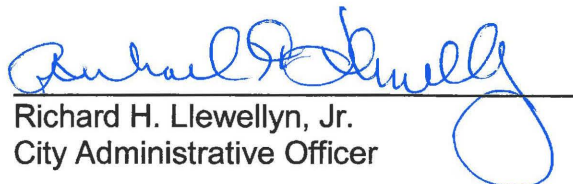
FOR THE UNION:



Victor M. Gordo
Secretary/Treasurer, LIUNA Local 777

7/24/19
Date

FOR THE CITY:



Richard H. Llewellyn, Jr.
City Administrative Officer

7/29/19
Date

As to Form and Legality:



Office of the City Attorney

7/29/19
Date

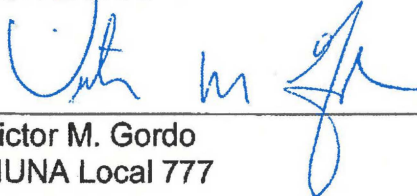
LETTER OF INTENT

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

SENIOR AND PRINCIPAL DETENTION OFFICER

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

FOR LIUNA:

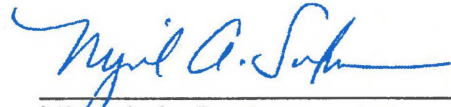


Victor M. Gordo
LIUNA Local 777

12/4/15

Date

FOR THE CITY:



Miguel A. Santana
City Administrative Officer

12/3/15

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

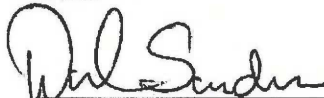
FOR THE COALITION:




Victor M. Gordo
LIUNA Local 777

6/21/2019


Date



David Sanders
SEIU Local 721



Chris Hannan, Council Representative
LA/OCBCTC



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

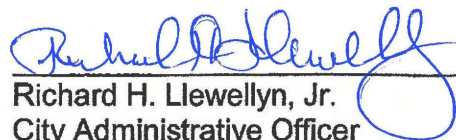


Steve Koffroth
AFSCME District Council 36



Carlos Rubio
Teamsters Local 911

FOR THE CITY:



Richard H. Llewellyn, Jr.
City Administrative Officer

7/26/19

Date

Approved as to Form and Legality:



Office of the City Attorney

7/26/19

Date

LETTER OF AGREEMENT
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:


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

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

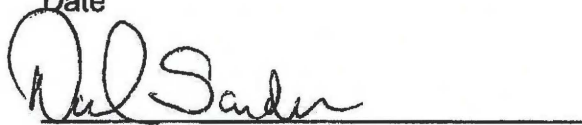
LETTER OF AGREEMENT
BETWEEN
THE COALITION OF LOS ANGELES CITY UNIONS
AND THE CITY OF LOS ANGELES


RELEASE TIME PILOT PROGRAM

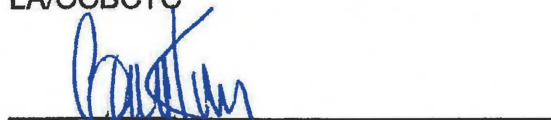
FOR THE COALITION:


Victor M. Gordo
LIUNA Local 777


6/21/2019
Date


David Sanders
SEIU Local 721

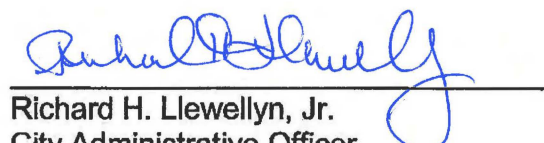

Chris Hannan, Council Representative
LA/OCBCTC


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


Steve Koffroth
AFSCME District Council 36


Carlos Rubio
Teamsters Local 911

FOR THE CITY:


Richard H. Llewellyn, Jr.
City Administrative Officer

7/26/19
Date

Approved as to Form and Legality:


Office of the City Attorney

7/26/19
Date

LETTER OF AGREEMENT

2018-2022 MEMORANDUM OF UNDERSTANDING NO. 12

ADDITIONAL ISSUES

The parties agree additional issues during negotiations require continued meetings in order to reach resolution. The Union and CAO will meet to resolve the following items that may result in an amendment to the MOU, a side letter between the parties, or some other resolution:

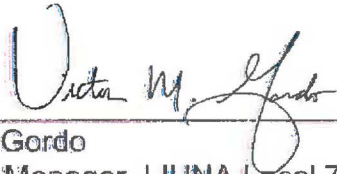
1. Narcotics Burn Bonus – Senior and Principal Property Officers
2. Biohazard - Equipment Repair Supervisors-class code 3746 and Automotive Supervisor--class code 3714-1 and -2 assigned to the Fire Department's Supply and Maintenance Division to engage in and supervise the maintenance and cleaning of ambulances.
3. Add Head Custodian job classification to Hazard Bonus for Civic Center/Libraries.
4. 2014 Salary Compaction Letter of Agreement concerning the promotion of specific individuals in the Refuse Collection Supervisor, Refuse Collection Superintendent, and Street Services Supervisor II classifications.
5. Hazard Bonus - LAWA Property - Homeless and Public Road Ways Bonus for Senior and Principal Security Officers.
6. Increase Salary Adjustment - Principal Storekeeper classification.
7. 2008 Amendment No. 1, Holidays and Holiday Premium Pay - concerning replacing with MOU 18 Amendment No. 3 language with the same provision that allows for "employee option" rather than "Management discretion" for the Senior and Principal Detention Officer classifications.
8. Workers' Compensation Appointments - LAWA Senior and Principal Security Officers - Discussion in allowing the adjustment of the employee's schedule when they have to attend a WC appointment on their day off.
9. Add Refuse Collection Supervisor classification for a bonus when assigned to Sanitation Clean Street, Livability Services Division or assigned to Bulky Item Pick Up Program.

LETTER OF AGREEMENT

2018-2022 MEMORANDUM OF UNDERSTANDING NO. 12

ADDITIONAL ISSUES

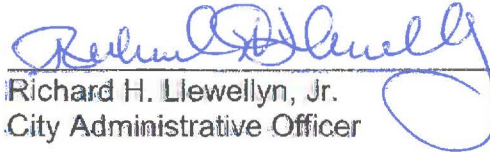
FOR THE UNION:



Victor M. Gordo
Business Manager, LIUNA Local 777

2/1/2021
Date

FOR THE CITY:



Richard H. Llewellyn, Jr.
City Administrative Officer

2/2/21
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.

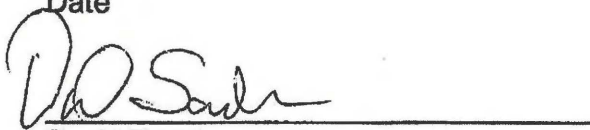
LETTER OF AGREEMENT
BETWEEN THE COALITION OF LOS ANGELES CITY UNIONS
AND THE CITY OF LOS ANGELES


"CITY WORKER NEXT DOOR" PILOT PROGRAM

FOR THE COALITION:


Victor M. Gordo
LIUNA Local 777


6/21/2019
Date


David Sanders
SEIU Local 721

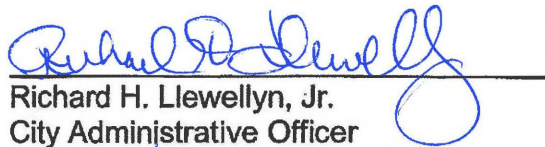

Chris Hannan, Council Representative
LA/OCBCTC


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

7/27/19
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

HEALTH CARE

Whereas, the Coalition of Los Angeles City Unions ("Coalition") and the City of Los Angeles ("City") have partnered together over many years to address various crises that affected both parties, including but not limited to the financial crisis of 2008, pension reform, targeted local hiring, ADR/Workers' Compensation reform, revenue generation, loan and bond fee review, encumbrance review and redevelopment, health care plan design, and joint advocacy for third party benefits agreements.

Whereas, with each crisis, the Coalition and the City have worked together to solve these problems to everyone's benefit.

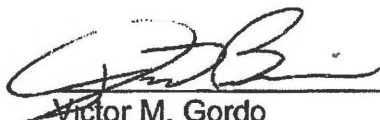
THEREFORE, THE COALITION AND THE CITY HEREBY AGREE AS FOLLOWS:

1. The Parties will meet to discuss ways to reduce the City's health care expenditures with a goal of \$22 million by calendar year 2020.
2. The Parties will work together to impress upon health care corporations the importance of cost containment, including the need to constrain rates.
3. The Parties will meet as needed, but no less than twice each year until December 31, 2020.
4. These discussions will not modify the collective bargaining agreements, except by mutual consent of all the Parties.

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

HEALTH CARE

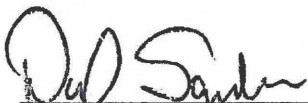
FOR THE COALITION:

 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

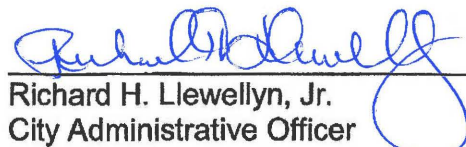


Steve Koffroth
AFSCME District Council 36



Carlos Rubio
Teamsters Local 911

FOR THE CITY:



Richard H. Llewellyn, Jr.
City Administrative Officer

7/27/19

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

OUTSOURCING

WHEREAS, the Coalition of Los Angeles City Unions (Coalition) and the City of Los Angeles (City) agree that the issue of outsourcing of bargaining unit work should be the subject of a Letter of Agreement; and,

WHEREAS, the Parties added new language in the relevant Memoranda of Understanding effective December 13, 2015, that allows Unions to file grievances regarding Charter Section 1022 notifications and provides for an expedited informal arbitration,

THE COALITION AND THE CITY HEREBY AGREE AS FOLLOWS:

1. The parties shall convene a working group to discuss deficiencies in the current contracting and reporting processes. These discussions and recommendation for improvement shall be considered in the Bureau of Contract Administration study provided for below.
2. The Mayor and Council shall direct the Bureau of Contract Administration with the assistance of the Department of General Services, Bureau of Engineering, and the City Administrative Officer to study and provide recommendations on best practices for municipal government contracting of services.
 - A. The Study shall be issued within 120 days of the adoption of the relevant MOUs. If additional time is needed to complete the report, the deadline may be extended by mutual agreement of the Parties.
 - B. The Study should include information on best practices and recommendations related to:
 1. Review of decisions to contract out
 2. Prescreening contractors for responsibility
 3. High standards for wages and benefits
 4. Incentives to raise wages and benefits above the legal floor
 5. Performance standards and measurement
 6. Strong post-award enforcement
 7. Increased data collection and transparency


8. Consistency of procedures applicable to departments outsourcing bargaining unit work (e.g. new contracts; extensions; amendments to existing contracts and the use of pre-qualified on-call/bench lists; and required information, including the nature of the work, duration, amount of work, estimated cost of contract, wage rates and benefits paid by contractor, expected overtime, local hiring, prior performance by contractor, record of compliance with applicable laws, performance standards, and reporting requirements).
- C. The Study shall be submitted to the Coalition for meet-and-consult with the City Administrative Officer prior to submission to the Mayor and relevant Council Committees for consideration and implementation.
3. The Mayor and Council will request that the Controller establish, maintain and make available to the public a central online database on City contracts covering bargaining unit work, beginning with the Bureaus of the Department of Public Works and the Departments of General Services, Transportation, Recreation and Parks, and all other departments, excluding the Department of Water and Power and the Housing Authority of the City of Los Angeles.
4. The City shall propose amendments to the Public Infrastructure Stabilization Ordinance to expand the Department of Public Works Project Labor Agreement to all Council-controlled departments. Prior to proposing amendments, the City will negotiate in good faith the proposed amendments with the Los Angeles/Orange Counties Building and Construction Trades Council.

Upon completion of the above-listed actions, this Agreement shall sunset and become inoperative.

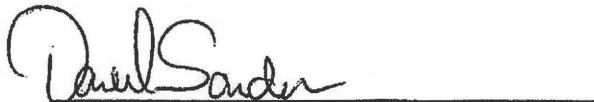
LETTER OF AGREEMENT
BETWEEN THE COALITION OF LOS ANGELES CITY UNIONS
AND THE CITY OF LOS ANGELES


OUTSOURCING

FOR THE COALITION:


Victor M. Gordo
LIUNA Local 777


6/21/2019
Date


David Sanders
SEIU Local 721

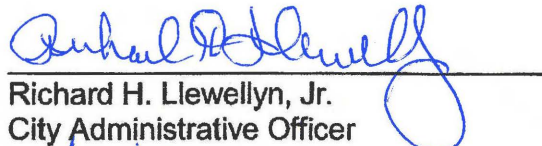

Chris Hannan, Council Representative
LA/OCBCTC


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



Steve Koffroth
AFSCME District Council 36


Carlos Rubio
Teamsters Local 911

FOR THE CITY:


Richard H. Llewellyn, Jr.
City Administrative Officer
7/26/19
Date

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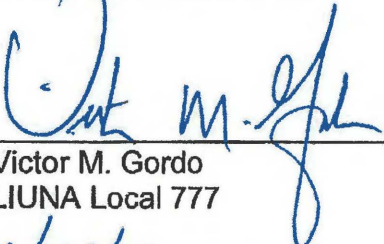

Office of the City Attorney
7/26/19
Date

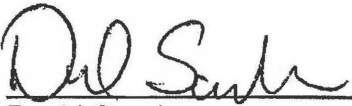
LETTER OF AGREEMENT
BETWEEN THE COALITION OF LOS ANGELES CITY UNIONS
AND THE CITY OF LOS ANGELES


PAID PARENTAL LEAVE PILOT PROGRAM


The parties agree to discuss a possible paid parental leave pilot program. The parties agree to begin this discussion within 45 days following City council adoption of the relevant Coalition MOUs or some other date mutually agreed upon by the parties.

FOR THE COALITION:



Victor M. Gordo
LIUNA Local 777
6/26/19
Date


David Sanders
SEIU Local 721

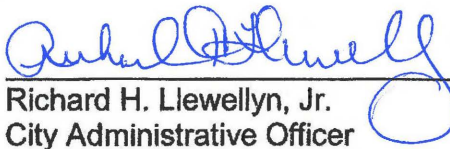

Chris Hannan, Council Representative
LA/OCBCTC


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I.U.O.E. Local 501

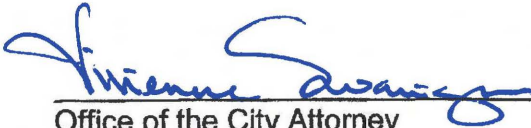

Steve Koffroth
AFSCME District Council 36


Carlos Rubio
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FOR THE CITY:


Richard H. Llewellyn, Jr.
City Administrative Officer
7/27/19
Date

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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

PART-TIME EMPLOYMENT

WHEREAS, the Coalition of Los Angeles City Union (Coalition) and the City of Los Angeles (City) continue to engage in extensive discussions regarding the City's hiring and use of part-time (intermittent and half-time) employees; and,

WHEREAS, the Parties reaffirm that the use of intermittent employees should be limited to operational necessity where permanent full-time or half-time employment status is not feasible or regularly available, such as in emergencies, disasters or seasonal work; and,

WHEREAS, the City encourages and supports maximizing full-time hiring and scheduling.

THE COALITION AND THE CITY HEREBY AGREE AS FOLLOWS:

1. The Parties reaffirm the MOU provision that intermittent part-time employees shall qualify for half-time status benefits, shall be certified to LACERS, and shall be eligible to receive pro-rated benefits as of their date of hire after 1,000 compensated hours in one service year.

Additionally, the Parties agree that intermittent employees who transition to half-time who have accrued Compensatory Personal Time Off (CPTO) and/or Paid Sick Leave in accordance with Section 4.110.1 of the Los Angeles Administrative Code shall be allowed to carry over into their 100% sick leave bank a maximum of 48 hours of unused CPTO , Paid Sick Leave, or any combination of such unused time upon their designation to half-time status. Any unused CPTO and/or Paid Sick Leave in excess of the 48 hours carried over shall be deemed waived and lost.

2. The parties shall convene a joint labor management committee to address part-time issues, including but not limited to: aligning contract language among the Coalition units, where applicable; assisting impacted City departments in identifying the best methods for using part-time employees; and addressing any possible misunderstandings about the available resources for part-time employees.
3. Agreed upon changes to existing MOU language shall be reflected in amendments to the relevant MOUs, where applicable. Additional provisions to the MOU shall be reflected in a side letter between the parties.

4. The City shall follow the provisions of Mayoral Executive Directive No. 15 that directs City departments to limit the use of intermittent employees to operational necessity and maximize opportunities for full-time employment.
5. The City Administrative Officer (CAO) and the Personnel Department shall conduct a joint audit to maximize support of full-time and appropriate part-time positions in Departments that use part-time employees. The Mayor shall determine the priority order of departments to be studied. These Audit Report findings will be presented to the Mayor, appropriate Council committee(s), and appropriate union(s) no later than 18 months after City Council adoption of the relevant MOUs.
6. The Parties shall explore and establish a mechanism(s) for assisting interested part-time employees in obtaining full-time employment with the City.
7. The Parties mutually agree upon a regular meeting schedule and shall begin meeting no later than 90 days after City Council adoption of the Coalition MOUs and continue meeting until June 30, 2021. Thereafter, the Parties may mutually determine if an additional meeting(s) is necessary.


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

PART-TIME EMPLOYMENT

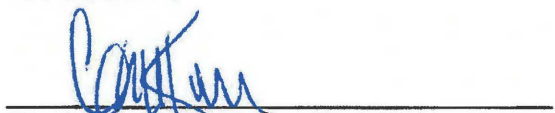
FOR THE COALITION:


Victor M. Gordo
LIUNA Local 777


6/21/2019
Date


David Sanders
SEIU Local 721

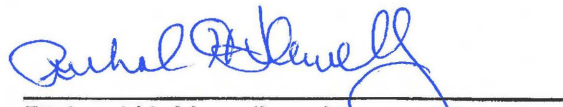

Chris Hannan, Council Representative
LA/OCBCTC


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


Steve Koffroth
AFSCME District Council 36


Carlos Rubio
Teamsters Local 911

FOR THE CITY:


Richard H. Llewellyn, Jr.
City Administrative Officer

7/26/19
Date

Approved as to Form and Legality:


Office of the City Attorney

7/26/19
Date

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

REAFFIRMATION OF SETTLEMENT AGREEMENT

The Coalition of Los Angeles City Unions (Coalition), through constituent unions American Federation of State, County and Municipal Employees, District Council 36, Local 741, 901, 2006, 2626, 3090, and 3672; Service Employees International Union, Local 721; International Union of Operating Engineers, Local 501; Laborers International Union of North America, Local 777; Los Angeles and Orange Counties Building and Construction Trades Council; and International Brotherhood of Teamsters, Local 911, and the City of Los Angeles (City) hereby agrees as follows:

WHEREAS, the Coalition and City have engaged in meeting and conferring over successor Memoranda of Understanding to the MOUs between the individual bargaining units of the Coalition and the City effective July 1, 2015, to June 30, 2018, and have reached agreement on successor MOUs effective July 1, 2018, to June 30, 2021.

WHEREAS, some portions of the attached settlement agreement are effectuated and others are ongoing;

IT IS AGREED that the parties reaffirm the Settlement Agreement to the 2015-2018 MOUs as continuing in effect between the parties.

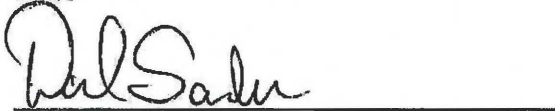
LETTER OF AGREEMENT
BETWEEN THE COALITION OF LOS ANGELES CITY UNIONS
AND THE CITY OF LOS ANGELES

REAFFIRMATION OF SETTLEMENT AGREEMENT


FOR THE COALITION:


Victor M. Gordo
LIUNA Local 777


6/21/2019
Date


David Sanders
SEIU Local 721



Chris Hannan, Council Representative
LA/OCBCTC


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


Steve Koffroth
AFSCME District Council 36


Carlos Rubio
Teamsters Local 911

FOR THE CITY:


Richard H. Llewellyn, Jr.
City Administrative Officer

7/26/19
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Office of the City Attorney

7/26/19
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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:


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

The bank of hours shall reset July 1st 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.

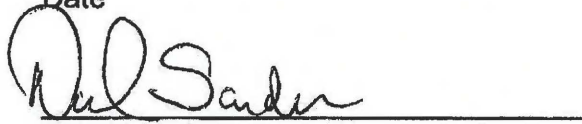
LETTER OF AGREEMENT
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AND THE CITY OF LOS ANGELES

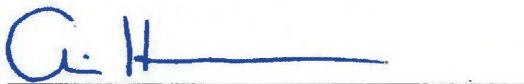
RELEASE TIME PILOT PROGRAM


FOR THE COALITION:


Victor M. Gordo
LIUNA Local 777


6/21/2019
Date


David Sanders
SEIU Local 721



Chris Hannan, Council Representative
LA/OCBCTC


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Steve Koffroth
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Teamsters Local 911

FOR THE CITY:


Richard H. Llewellyn, Jr.
City Administrative Officer

7/26/19
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7/26/19
Date

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

RETIREMENT BENEFITS ACTUARIAL STUDY

Pursuant to the Procedures for Benefits Modifications in the Retirement Benefits article of the relevant MOUs, the Coalition of Los Angeles City Unions (Coalition) and the City of Los Angeles (City) agree to have the Los Angeles City Employees' Retirement System's (LACERS) actuary study the following retirement benefit enhancements, then meet and confer over these enhancements:

1. Conversion of LACERS disability retirement benefits to service retirement benefits at the discretion of the disability retiree on or after the time they would have otherwise been eligible for a service retirement.
2. Disability Retirement Health Care Subsidy – Disability retirees to be eligible for a healthcare subsidy according to the current LACERS formula; the minimum benefit will be established at the one party Kaiser Permanent rate; and this health care subsidy will be available at any age and at any years of service.
3. Providing LACERS survivor benefits to disabled adult children.
4. Providing a cost neutral Survivor Benefit Purchase Program for survivors who did not qualify at the time of the employee's retirement.

This Letter of Agreement supersedes Section 5, Disability Benefits Study, in the December 2015 Settlement Agreement with the Coalition.


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


RETIREMENT BENEFITS ACTUARIAL STUDY


FOR THE COALITION:


Victor M. Gordo
LIUNA Local 777


6/21/2019
Date


David Sanders
SEIU Local 721

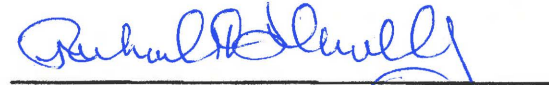

Chris Hannan, Council Representative
LA/OCBCTC


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


Steve Koffroth
AFSCME District Council 36


Carlos Rubio
Teamsters Local 911

FOR THE CITY:


Richard H. Llewellyn, Jr.
City Administrative Officer

7/26/19
Date

Approved as to Form and Legality:


Office of the City Attorney

7/26/19
Date

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

REVENUE

WHEREAS, the Coalition of Los Angeles City Union (Coalition) and the City of Los Angeles (City) reaffirm they have a mutual interest to maximize revenue to the City's General Fund; and,

WHEREAS, a Commission on Revenue Generation (Commission) was created and commenced meeting on March 22, 2018;

THE COALITION AND THE CITY HEREBY AGREE AS FOLLOWS:

1. The Commission shall continue to carry out its duties for at least twenty-four (24) months from its initial meeting. Thereafter, the City Council may release the Commission upon thirty (30) days' written notice to the members of the Commission.
2. The Commission shall continue to develop recommendations to the City Council and Mayor to provide a level of revenue sufficient to provide high quality City services that are consistent across the City. Recommendations will include, but are not limited to, the following:
 - A. Commercial Property reassessments and tax loopholes
 - B. Recreation and Parks funding enhancements
 - C. Business Tax simplification and evaluation
 - D. Financial Services transparency and evaluation
 - E. Residential Real Estate speculation revenue enhancements
 - F. Blight inspection and enforcement
 - G. Shared Economy tax collection
 - H. Billboard revenue generation
3. The Commission shall provide quarterly reports to the City Council's Budget and Finance Committee and the Mayor's Budget Team. These quarterly reports shall also include an accounting of expenditures on the Commission per Section 5 of this Agreement.

4. The Commission shall be composed of up to 15 members appointed by the Mayor. In the event a vacancy exists in the Commission's current composition as of the date of this Agreement and the Mayor desires to fill such vacancy, the following appointment structure will be used: Seven members of the Commission will be appointed by the Mayor from a list of 20 individuals provided by the Coalition. But not more than one-half of the Commission's composition shall be comprised of this group. The Mayor will be encouraged to appoint individuals in one or more of the following areas: public finance experts, academics, business leaders, community-based organizations, and representatives of City bargaining units.
5. The Commission shall serve under the guidance of the Inspector General for Revenue Collection. The City remains committed to providing \$500,000 for use at the Commission's and Inspector General for Revenue Collection's collaborative discretion to fund all administrative costs in support of the Commission's activities, including but not limited to: staffing; conducting offsite meetings; contracting for consultant services; purchasing raw data, published studies, research materials, and library access; and producing and publishing Commission reports.

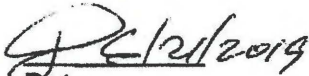
The parties recognize the ongoing need to maintain sufficient staffing levels to effectively support the Revenue Commission. To that end the parties agree the Inspector General shall allocate from the above reference funds, the equivalent of the salary of one (1) full-time employee at the level of Administrative Intern II for handling additional workload associated with supporting this Commission.

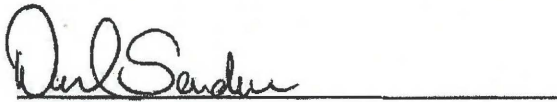
LETTER OF AGREEMENT
BETWEEN THE COALITION OF LOS ANGELES CITY UNIONS
AND THE CITY OF LOS ANGELES

REVENUE

FOR THE COALITION:


Victor M. Gordo
LIUNA Local 777



Date


David Sanders
SEIU Local 721

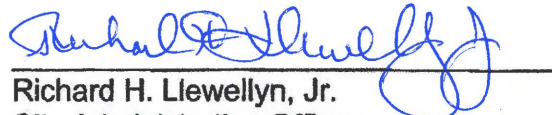

Chris Hannan, Council Representative
LA/OCBCTC

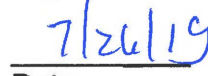

Gavin Koon, Business Representative
I.U.O.E. Local 501


Steve Koffroth
AFSCME District Council 36


Carlos Rubio
Teamsters Local 911

FOR THE CITY:


Richard H. Llewellyn, Jr.
City Administrative Officer


Date

Approved as to Form and Legality:


Office of the City Attorney



Date

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

SERVICE AND WORKFORCE RESTORATION

The parties agree further discussion is required in order to finalize elements of the existing Service and Workforce Restoration Letter of Agreement (LOA). To this end, the parties agree to begin meeting no later than two weeks following City Council adoption of Coalition MOUs to begin said discussions. The parties endeavor to finalize the said LOA no later than 45 days following the initial meeting or some other date mutually agreed upon by the parties.


FOR THE COALITION:



Victor M. Gordo
LIUNA Local 777

6/26/19

Date



David Sanders
SEIU Local 721




Chris Hannan, Council Representative
LA/OCBCTC



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

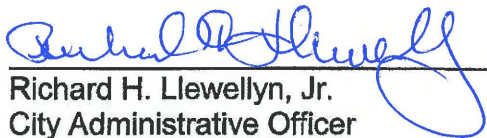


Steve Koffroth
AFSCME District Council 36



Carlos Rubio
Teamsters Local 911

FOR THE CITY:



Richard H. Llewellyn, Jr.
City Administrative Officer

7/26/19

Date

Approved as to Form and Legality:



Office of the City Attorney

7/26/19

Date

LETTER OF AGREEMENT
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:


Victor M. Gordo
LIUNA Local 777


6/21/2019
Date


David Sanders
SEIU Local 721

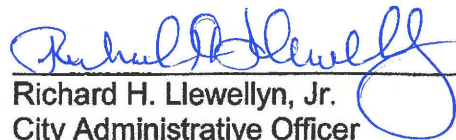

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Steve Koffroth
AFSCME District Council 36


Carlos Rubio
Teamsters Local 911

FOR THE CITY:


Richard H. Llewellyn, Jr.
City Administrative Officer
7/26/19
Date

Approved as to Form and Legality:


Office of the City Attorney
7/26/19
Date

LETTER OF AGREEMENT

MEMORANDUM OF UNDERSTANDING NO. 12

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:



Victor M. Gordo
LIUNA 777

Date

FOR THE CITY:



Matthew W. Szabo
City Administrative Officer

12/2/2022

Date

Approved as to Form and Legality:



Office of the City Attorney

December 2, 2022

Date

LETTER OF AGREEMENT

MEMORANDUM OF UNDERSTANDING NO. 12

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. EXHIBIT A - Alternative Work Schedule For Specified Senior and Principal Detention Officers
2. Contributions to the LIUNA Pension Fund
3. Tree Surgeon Supervisor II Position Assignments – Public Works Bureau of Street Services
4. Settlement Agreement
5. Classification Study and/or Pay Grade Review
6. Noise Decibel Review (LAWA)
7. Senior and Principal Detention Officer
8. Union Access to New Employee Orientations
9. Release Time Pilot Program
10. Additional Issues

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


LETTER OF AGREEMENT

MEMORANDUM OF UNDERSTANDING NO. 12

JANUARY 1, 2023 – DECEMBER 30, 2023

REAFFIRMATION OF FORMER SIDE LETTERS

FOR THE UNION:



Victor M. Gordo
LIUNA 777

Date

FOR THE CITY:

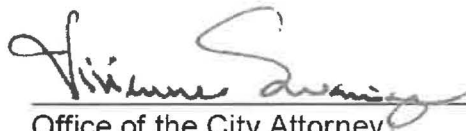


Matthew W. Szabo
City Administrative Officer

12/2/2022

Date

Approved as to Form and Legality:



Office of the City Attorney

December 2, 2022

Date