

**MEMORANDUM OF UNDERSTANDING NO. 5
FOR JOINT SUBMISSION TO THE CITY COUNCIL
REGARDING THE INSPECTORS UNIT**

**THIS MEMORANDUM OF UNDERSTANDING (hereinafter "MOU") made and
entered into this 24th day of June, 2011**

BY AND BETWEEN

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

AND THE

**MUNICIPAL CONSTRUCTION INSPECTORS ASSOCIATION, INC.
(Hereinafter "MCIA")**

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ARTICLE 1.0 GENERAL PROVISIONS

ARTICLE 1.1 RECOGNITION

Management hereby recognizes the MUNICIPAL CONSTRUCTION INSPECTORS ASSOCIATION, INC. as the exclusive representative of the employees in the Inspectors Unit for which MCIA was certified as the representative by the Employee Relations Board (hereinafter ERB) on February 18, 1983. Management hereby recognizes MCIA as the exclusive representative of the employees in said Unit, subject to the right of each employee to represent him/her self.

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

ARTICLE 1.2 PARTIES TO MOU

This MOU is entered into on June 24, 2011, by the CAO, as authorized management representative of the City Council, (hereinafter "Council") and the authorized management representatives of the Departments of Airports, Building and Safety, Community Development, Harbor, Housing, and Public Works, and authorized representatives of the MCIA as the exclusive recognized employee organization for the Inspectors Unit.

ARTICLE 1.3 IMPLEMENTATION OF MOU

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

- A. The MCIA has notified the City Administrative Officer (hereinafter "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 approved 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 such resolution, ordinance or amendment unless otherwise specified.

ARTICLE 1.4 FULL UNDERSTANDING

Management and the MCIA acknowledge that during the meet and confer process each had the unlimited right and opportunity to make demands and proposals on any subject within the scope of representation, and that this MOU constitutes the full and entire

understanding of the parties regarding all such demands and proposals. The parties mutually understand that any prior or existing understandings or agreements by the parties, whether formal or informal, are hereby superseded or terminated.

The parties agree that this MOU may not be opened at any time during its term for any reason, except by mutual consent of the parties hereto, and that any changes mutually agreed to shall not be binding upon the parties unless and until they have been implemented in accordance with Article 1.3.

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

ARTICLE 1.5 TERM

The term of this MOU shall commence on the date when the terms and conditions for its effectiveness, as set forth in Article 2, Implementation of MOU, are fully met, but in no event shall the provisions of this MOU become effective prior to 12:01 a.m. of July 1, 2011. This MOU shall expire and otherwise be fully terminated at 12:00 p.m. on June 30, 2014.

ARTICLE 1.6 CALENDAR FOR SUCCESSOR MOU

Should the MCIA or Management desire a successor MOU, said party shall serve upon the other no later than March 1, 2014, its written proposals for such successor MOU. Negotiations shall begin no later than thirty (30) calendar days following the receipt of the MCIA's or Management's proposal(s).

ARTICLE 1.7 OBLIGATION TO SUPPORT

During the period this MOU is being considered by the Mayor, Council, Council Committees, or the Commissioners of those departments where the Commission is the department head, neither the MCIA nor Management, nor their authorized representative, will appear before the Mayor, Council, Council Committees, or said Commissions, nor meet with the members of the Council or said Commissioners 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, Council, Council Committees or said Commissions, nor meeting with individual members of the Council or said Commissioners to advocate or urge the adoption of this MOU.

ARTICLE 1.8 PROVISIONS OF LAW AND SEPARABILITY

It is understood and agreed that this MOU is subject to all applicable Federal and State laws, City ordinances and regulations, the Charter of the City of Los Angeles, and any lawful rules and regulations enacted by the City's Civil Service Commission or the Employee Relations Board. If any part or provision of this MOU is in conflict or inconsistent with such applicable provisions of Federal, State, or local law or regulations, or is otherwise held to be invalid or unenforceable by any court of competent jurisdiction, such part of

provisions shall be suspended and superseded by such applicable law or regulations and the remainder of the MOU shall not be affected thereby; the parties agree to negotiate promptly a replacement for such part or provision.

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

ARTICLE 1.9 CITY - ASSOCIATION RELATIONSHIP

A. Continuity of Service to the Public

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

B. Mutual Pledge of Accord

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

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

C. No Strike - No Lockout

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

The curtailing of operations by the City in whole or part for operational or economic reasons shall not be construed as a lockout.

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

ARTICLE 1.10 EMPLOYER-EMPLOYEE RELATIONS

Meetings may be scheduled at the request of a designated MCIA representative or the Management Representative of a department, office or bureau, for the purpose of informally discussing employer-employee-related issues.

ARTICLE 1.11 NON-DISCRIMINATION

The parties mutually reaffirm their respective policies of nondiscrimination in the treatment of any employee because of race, color, religion, creed, marital status, sexual orientation, sex, age, union activity, national origin, ancestry, or disability, medical condition or HIV/Acquired Immune Deficiency Syndrome (AIDS).

ARTICLE 1.12 CONTRACT CONTINUATION UPON EXPIRATION OF MOU

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 1.6, Calendar for a Successor MOU, and are continuing to meet and confer in good faith.

ARTICLE 1.13 AMENDMENT TO MOU TO INCLUDE NEW CLASSES

Upon written notification from the City Administrative Officer to the Controller, this MOU shall be amended to incorporate the class and salary of any class accreted to this bargaining unit after the adoption of the MOU.

ARTICLE 2.0 ASSOCIATION SECURITY

ARTICLE 2.1 UNIT MEMBERSHIP LIST

Management will provide the MCIA in writing and/or by electronic media, within thirty (30) days from the effective date of this MOU and each thirty (30) days thereafter, an alphabetized list of employees, subject to this MOU, detailing each employee's name, number, class title, and location by department and division, as applicable.

ARTICLE 2.2 NEW EMPLOYEE INFORMATION

Management will provide each new employee a printed card, supplied by the MCIA to each department, office or bureau, containing the following information:

- A. Your classification is included in the Municipal Construction Inspectors Association, Inc. (MCIA) Representation Unit.
- B. The MCIA, located at 205 S. Broadway, Suite 508, Los Angeles, California 90012 has been certified to meet and confer in good faith with Management on all matters pertaining to your wages, hours of work, employee benefits and conditions of employment, and is the exclusive recognized employee organization for all employees in the MCIA Representation Unit.
- C. If you want additional information, you may telephone the MCIA at (213) 620-1402 during your off duty hours.

ARTICLE 2.3 WORK ACCESS

A MCIA 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 under this MOU, in the adjusting of grievances when such MCIA assistance is requested by the grievant(s), or 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 staff representative as to the time when access can be granted. Such access shall be granted within seventy-two (72) hours of the request.

The MCIA shall give to all heads of departments, offices or bureaus represented herein a written list of its MCIA Staff Representatives. The list shall be kept current by the MCIA.

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

ARTICLE 2.4 USE OF CITY FACILITIES

The MCIA may use City facilities, on prior approval, for the purpose of holding meetings to the extent that such facilities can be made available, and to the extent that the use of a facility will not interfere with departmental operations. Participating employees will attend said meetings on their own time.

It is understood that if the use of a facility requires a fee for rental or special setup, security, and/or cleanup service, the MCIA will provide or assume the cost of such service(s) or facility.

ARTICLE 2.5 BULLETIN BOARDS

Section I

Each department shall provide a bulletin board or space at each work location, which may be used by the MCIA for the following purposes:

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

Section II

All communications prior to being posted shall, if requested by Management, be submitted to the designated representative of Management for posting within twenty-four (24) hours of submission.

Section III

It is further agreed that the MCIA Representative shall place a removal date on all materials to be posted.

ARTICLE 2.6 ACTIONS BY EMPLOYEE RELATIONS BOARD

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

ARTICLE 2.7 EMPLOYMENT OPPORTUNITIES

The Personnel Department will mail to the MCIA copies of all recruitment bulletins. Tentative examination bulletins approved by the Head of the Selection Services Division of the Personnel Department will be mailed two (2) calendar days prior to the date that said bulletins are scheduled to be approved by the Civil Service Commission. The bulletins, scheduled for Civil Service Commission approval, also will be made available for pickup by a MCIA representative on Tuesdays after 3:30 p.m. in the Recruitment Division of the Personnel Department.

ARTICLE 2.8 AGENCY SHOP FEES/PAYROLL DUES AND DEDUCTIONS

The following agency shop provisions shall continue during the term of this MOU.

A. DUES/FEES

1. a. Each permanent employee* in this unit (who is not on a leave of absence) shall, as a condition of continued employment, become a member of the certified representative of this unit, or pay the Union a service fee in an amount not to exceed periodic dues and general assessments of the Union for the term of this MOU, or a period of three (3) years from the operative date of this article, whichever comes first. Such amounts shall be determined by the Union and implemented by Management in the first payroll period which starts 30 days after written notice of the new amount is received by the Controller. (*A permanent employee is defined as one who has completed six continuous months of City service from his/her original date of appointment and who is a member of the City Employees' Retirement System.)
- b. Notwithstanding any provisions of Article 2, Section 4.203 of the Los Angeles Administrative Code 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 MCIA, will not be accepted by the Controller. For the purpose of this provision, qualified organization means any organization of employees whose responsibility or goal is to represent employees in the City's meet and confer process.
2. The CAO and the MCIA shall jointly notify all members of the representation unit that they are required to pay dues or a service fee as a condition of continued employment and that such amounts will be automatically deducted from their paychecks. The religious exclusion will also be explained. The cost of this communication and the responsibility for its distribution shall be borne by the City.

B. EXCEPTIONS

1. Management, Supervisory or Confidential Employees

The provisions of this article shall not apply to management, confidential, or supervisory employees.

- a. Management and confidential employees shall be as defined in Section 4.801 and designated in accordance with Section 4.830d of the Los Angeles Administrative Code.

- b. Supervisory employees shall be defined as follows:

"Supervisory employee" means any individual, regardless of the job description or title, having authority, or in the interest of the employer, to hire, transfer, suspend, layoff, recall, promote, discharge, assign, reward, or discipline other employees, or responsibility to direct them, or to adjust their grievances, or effectively to recommend such action, if, in connection with the foregoing, the exercise of such authority is not of a merely routine or clerical nature, but requires the use of independent judgment. Employees whose duties are substantially similar to those of their subordinates shall not be considered to be supervisory employees.

Management shall designate supervisory employees. Said designation or claim shall be reviewed jointly by Management and the MCIA. Any dispute shall be referred to the Employee Relations Board for resolution.

2. Religious Objections

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

- C. MANAGEMENT RESPONSIBILITIES

1. The Controller shall cause the amount of the dues or service fee to be deducted from twenty-four (24) biweekly payroll checks of each employee in this unit as specified by the MCIA under the terms contained herein. "Dues," as distinct from "service fee," shall be the result of voluntary consent in the form of a payroll deduction card signed by the individual employee.
 - a. Remittance of the aggregate amount of all dues, fees and other proper deductions made from the salaries of employees hereunder shall be made to the MCIA by the Controller within thirty (30) working days after the conclusion of the month in which said dues, fees and/or deductions were deducted.

- b. A fee of nine cents (\$.09) per deduction shall be assessed by the City Controller for the processing of each payroll deduction taken. The City Controller will deduct the aggregate amount of said fees on a bi-weekly basis.
2. The Controller shall also apply this provision to every permanent employee who, following the operative date of this article becomes a member of this representation unit, within sixty (60) calendar days of such reassignment or transfer. Such deduction shall be a condition of continued employment.
3. Management will provide to the MCIA quarterly the name, home address, and employee number of each permanent employee.
4. The Controller shall notify the organization within sixty (60) calendar days of any employee who, because of a change in employment status, is no longer a member of the representation unit or subject to the provisions of this article.

D. MCIA RESPONSIBILITIES

1. The MCIA shall keep an adequate itemized record of its financial transactions and shall make available annually to the City Clerk, and to all unit employees, within sixty (60) calendar days after the end of its fiscal year, a detailed written financial report thereof in the form of a balance sheet and an operating statement, certified as to its accuracy by its president and the treasurer or corresponding principal officer, or by a certified public accountant.
2. The MCIA certifies to the City that it has adopted, implemented and will maintain constitutionally acceptable procedures to enable non-member agency shop service fee payers to meaningfully challenge the propriety of the uses to which service funds are put; and that those procedures are in accordance with the decision of the United States Supreme Court in Chicago Teachers Union, Local No. 1, AFT AFL CIO, et al. v. Hudson, 106, S. Ct. 1066 (1986), and any other applicable legal authority.
3. The MCIA agrees to indemnify and hold harmless the City for any loss or damage arising from the operation of this article. It is also agreed that neither any employee nor the MCIA shall have any claim against the City for any deductions made or not made, as the case may be, unless a claim of error is made in writing to the Controller within thirty (30) calendar days after the date such deductions were or should have been made.

E. RESCISSION

The agency shop provisions herein may be rescinded in accordance with the procedures contained in Rule 12 of the Employee Relations Board adopted January 11, 1982.

In the event that this article is overturned by the employees in this representation unit, all other articles of the MOU shall remain in full force and the prior agreement, rules, regulations and past practices relating to organizational dues deductions authorizations shall be reinstated until a successor MOU or amendment shall have been approved.

ARTICLE 2.9 POLITICAL ACTION COMMITTEE

At such time as the MCIA establishes an authorized political action committee, the Controller shall deduct any authorized amount per pay period from the salary to be paid to each MCIA member, identified on a list prepared and submitted by the MCIA, as a contribution to the Political Action Committee. MCIA members may voluntarily contribute an amount greater than fifty cents (\$.50) per pay period to an MCIA designated PAC; provided the MCIA provides the Controller timely notice of the members' names and the additional amount they wish to contribute on a biweekly basis. Such contribution is to be deducted from twenty-four (24) biweekly payroll checks annually.

Remittance of the amount of any MCIA PAC deductions shall be sent to the MCIA by the Controller within thirty (30) working days after the end of the month in which such deductions are made.

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

Neither the employee nor the MCIA shall have any claim against the City for a MCIA PAC deduction made or not made, as the case may be, unless a claim of error is presented to the Controller in writing within thirty (30) calendar days after such deduction was or should have been made.

The MCIA indemnifies the City, its officers (present and former), and its employees (present and former) for, and holds them harmless against any liability or expense (including without limitation any judgment, reasonable attorney's fees, and costs of suit) arising out of the adoption or implementation of this Article.

ARTICLE 2.10 RELEASE TIME

The MCIA may request release time for the purposes of conducting MCIA business. The appointing authority may grant to elected officers or appointed representatives of the MCIA time off for employee organization representation activities. Such time shall not be

unreasonably withheld if there is no critical impact upon department operations. Approval of requests for release for MCIA business shall be at the discretion of the appointing authority. Each appointing authority shall prepare a written agreement containing the terms and parameters of approved release time from their respective Departments in accordance with the provisions of paragraphs A and B below.

A. Release Time for MCIA Board Members

Bargaining unit members elected to the MCIA Board shall be released for up to one day each month without suffering loss of seniority or any other benefit to attend monthly Board meetings. This provision shall be limited to elected officers of the MCIA. The CAO shall be notified in writing of the qualified elected unit members following each election. The MCIA agrees to reimburse the City for the salary and benefits of the unit members released under this provision.

B. Release Time – One-Year

The appointing authority may grant to elected officers or appointed representatives of the MCIA time off for employee organization representation activities. No more than one full time equivalent employee shall be allowed release time under this section of this article.

1. The MCIA 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 MCIA shall provide a copy of said request to the City Administrative Officer. The employee shall fill out any necessary paperwork required by Management for his/her release.
2. Whenever operationally feasible, the Department shall grant the time off request. When it is not possible to immediately grant the request, the Department shall provide an explanation in writing and specify a date when the employee can be released.
3. Release time shall be granted for a maximum of one year in any three-year period unless additional release time is approved by the affected department and the CAO.
4. The employee shall be paid the employee's current salary by the City while the employee is performing these duties for the MCIA.
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 MCIA 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 provided by the City Administrative Officer as contained in the City Budget in effect during the period of release time, and the cost of other benefits approved by the Joint Labor Management Benefits Committee that become effective during this period.
7. Payment of any overtime worked while on release time shall be the responsibility of the MCIA.
8. The releasing City department shall bill the MCIA and MCIA shall make payments to the department of all reimbursable costs identified in item 5 above.
9. An employee on release time shall submit weekly timesheets signed by the employee and his/her supervisor to his/her respective Personnel Director specifying the number of hours worked and use of any sick leave, vacation time or compensated time off.
10. Should an employee incur a work-related injury while on release time, he/she shall remain on release time with the MCIA 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 MCIA will reimburse the City for all IOD and Workers' Compensation related costs.
11. When the employee returns from release time, he/she shall return to his/her civil service classification and pay grade at the time of release.
12. The employee must have passed probation in his/her current class to be eligible for release time.
13. The MCIA 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 MCIA.

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

ARTICLE 3.0 GRIEVANCES

ARTICLE 3.1 GRIEVANCE PROCEDURE

STATEMENT OF INTENT

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

DEFINITION

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

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

GENERAL PROVISIONS

A. BINDING ELECTION OF PROCEDURE

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

B. GRIEVANCE PROCESS RIGHTS

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

C. TIME, TIME LIMITS AND WAIVERS

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

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

D. MEDIATION

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

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

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

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

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

E. EXPEDITED ISSUES

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

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

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

GRIEVANCE PROCESS

STEP 1 - ISSUE IDENTIFICATION AND INFORMAL DISCUSSION

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

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

STEP 2

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

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

STEP 3

If the grievance is not resolved at Step 2, the employee may serve a written appeal to the General Manager, or designee, within ten (10) business days following (a) receipt of the

written response at Step 2, or (b) the last day of the response period provided for in Step 2. The General Manager or designee shall meet with the employee within ten (10) business days of the date of service of the appeal, discuss the facts, and solicit information on possible alternative solutions. A written response will be provided to the employee within twenty (20) business days from the date of meeting with the employee.

Los Angeles Police Department only:

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

STEP 4 - ARBITRATION

If the written response at Step 3, or mediation, does not settle the grievance, or management fails to provide a written response within 30 business days of the Step 3 meeting, the Union may elect to serve a written request for arbitration with the Employee Relations Board. A copy of this notice shall be served upon the department's personnel officer. The request for arbitration must be filed with the Employee Relations Board within twenty (20) business days following (a) the date of service of the written response of the General Manager/Commission or the designee, or (b) the last day of the response period provided for in Step 3 or 3A. Failure of the Union to serve a written request for arbitration with the Employee Relations Board within said period shall constitute a waiver of the grievance.

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

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

incurred by the parties during such arbitration, will be the responsibility of the individual party incurring same.

- B. The decision of an arbitrator resulting from any arbitration of a grievance hereunder shall be binding upon the parties concerned.
- C. The decision of an arbitrator resulting from any arbitration of grievances hereunder shall not add to, subtract from, or otherwise modify the terms and conditions of this Memorandum of Understanding.

PROCEDURE FOR GRIEVANCES AFFECTING A GROUP OF EMPLOYEES

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

PROCEDURE:

STEP 1

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

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

ARTICLE 3.2 UNION STEWARDS

The MCIA may designate up to 10% of the employees in the Unit to act as union stewards and shall provide all departments, offices or bureaus who are parties to this MOU with a written list of employees who have been so designated. The MCIA will update the list at least quarterly. A union steward, if so requested, may represent a grievant at all levels of the grievance procedure.

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

If a union steward must leave his/her work location to represent a grievant, he/she shall first obtain permission from his/her supervisor on a form provided for such purpose. Permission to leave will be granted unless such absence would cause an undue interruption of work. 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 or his/her representative shall not be counted as work time for any purpose. Whenever a grievance is to be presented during the working hours of the grievant and/or his/her representative, only that amount of time necessary to bring about a prompt disposition of the grievance will be allowed.

ARTICLE 4.0 ON THE JOB

ARTICLE 4.1 SAFETY

Section I

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

Section II

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

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

- C. If elimination of the hazardous condition is not within the capability of the second level of supervision to correct, he/she shall promptly report the problem to the next designated level of supervision or inform the 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/her representative may call the City Occupational Safety Office and report such hazard. Unresolved complaints hereunder may be referred to the State Safety Engineer for processing under the CAL/OSHA rules and regulations.

Section IV

Management agrees to continue providing training in asbestos recognition as appropriate.

ARTICLE 4.2 DEPARTMENTAL PERSONNEL FOLDERS

An employee shall be entitled to review the contents of his/her departmental, bureau and/or division personnel folders at reasonable intervals, upon request, during hours when his/her personnel office is normally open for business. Such review shall not interfere with the normal business of the department, office or bureau. An employee may bring another person along with him/her to review his/her personnel folder.

No evaluatory or disciplinary document may be placed in an employee's personnel file without his/her review and a copy of the document presented to him/her for his/her records. The employee shall acknowledge that he/she has reviewed and received a copy of the document by signing it with the understanding that such signature does not necessarily indicate agreement with its contents. The employee shall have the right to respond in writing to any material placed in his/her personnel folder.

ARTICLE 4.3 REST PERIODS

Section I

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

Section II

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

ARTICLE 4.4 RAIN GEAR

During inclement weather all employees will work a normal regularly scheduled daily shift in accordance with the provisions of Section 4.108 of the LAAC.

During the term of this MOU, Management will provide rain gear for employees who are required to remain in the field during inclement weather:

ARTICLE 4.5 RETURN OF CITY ISSUED EQUIPMENT

Upon leaving City service for any reason, it is the responsibility of each employee to return all City issued equipment. If an employee with at least five (5) years of service has lost or misplaced some or all of this equipment, he/she shall be responsible for reimbursing the City for the original cost of the items of equipment not returned at the following depreciated values:

One year old or less	90% of original cost
Two years old or less	75% of original cost
Three years old or less	50% of original cost
Four years old or less	20% of original cost
Five years old or less	10% of original cost
Over five years old	0% of original cost

Reimbursement need not be made if the amount to be reimbursed under the above schedule totals less than \$20.00.

Employees with less than five (5) years of service will continue to be responsible for reimbursing the City the original value of any items not returned upon separation.

ARTICLE 4.6 JOB-RELATED INVESTIGATIONS

This Article applies to investigations conducted by all departments that are parties to this MOU as listed in Article 1.2.

Section I

Any employee who is the subject of a job-related investigation shall be informed of the nature of the investigation prior to any questioning of the employee. This section shall not preclude the expansion of the investigation to other areas not previously known to the investigators. Upon completion of any investigation of which the Personnel Division notified the employee, and there being no actions or charges, the employee shall be notified of it.

Exception: This section shall not apply if, in the opinion of the General Manager, the subject matter of the investigation is of such a sensitive nature that revealing the nature of the investigation would likely hinder the chances of a complete and thorough investigation.

Section II

When an employee of the Unit is to be questioned relative to a complaint or investigation, he/she shall be advised of and shall have the right to be represented by counsel or any other representative of his/her choice, who may be present at all times during such questioning.

Section III

When the employee is formally notified of proposed disciplinary action which is a result of misconduct or other related matters, the employee will be given written notice as to the charges and receive a copy of the documents upon which the Department's case is based. In the case of proposed suspension or discharge, the employee will be given an opportunity to respond to the proposed disciplinary action prior to a final decision being made by the Department's appointing authority.

Section IV - Polygraph Examination

Inspectors covered by this Memorandum of Understanding shall not be compelled to submit to a polygraph examination against his/her will. No disciplinary action or other recrimination shall be taken because of such refusal to submit to a polygraph examination.

ARTICLE 4.7 ASSIGNMENTS FOR DUAL COVERAGE

The parties mutually understand that there are certain instances where it is desirable to have two inspectors present at a work location. Requests for dual coverage will be considered when brought to the attention of Management before field inspections are made. Said requests for such coverage will be made through the Inspector's first line supervisor.

ARTICLE 4.8 EMERGENCY RESPONSE

Employees of the Bureau of Contract Administration, Harbor Department and Airports Department shall be required to respond when contacted by their departments on a 24-hour basis for a period not to exceed ten (10) successive calendar days upon the declaration of a natural disaster by the General Manager of their respective departments or the declaration of a work site emergency by the following managers or their designees:

Contract Administration	-	Inspector of Public Works
Harbor Department	-	Director of Construction Management
Airports Department	-	Chief Construction Inspector

Employees shall be notified by Management of the declared emergency and the dates of the time period during which they shall be required to respond.

Employees of the Bureau of Contract Administration, Harbor Department, and Los Angeles World Airports shall be required to respond until 6:00 p.m. on any day that the Chief Construction Inspector (for Contract Administration or Harbor Department) or Chief Construction Inspector (for LAWA only) determines that there is a reasonable expectation of a call due to urgent necessity. Employees shall be notified by Management of the requirement to respond prior to the end of the workday.

Employees who physically return to duty at the worksite shall be compensated in accordance with Article 5.10.

ARTICLE 4.9 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 Fair Labor Standards Act. 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, providing that the exercise of such right is not arbitrary, capricious or discriminatory. The parties further agree that management may require employees to change their work schedules (working hours, 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 or RDO) 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 4.10 1040/2080 Plan

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

ARTICLE 4.11 DEPUTY INSPECTOR CODE BOOKS AND SPECIFICATIONS

The City will provide Code Books and/or Specifications for use by Assistant Construction Inspectors, Class Code 4208, Construction Inspectors, Class Code 7291, and Senior Construction Inspectors, Class Code 7294 in the Bureau of Contract Administration for

these employees to carry out their Deputy Inspector job duties. These materials are the property of the City and shall be used in accordance with the policies and procedures established by the respective Departments, Bureaus and Offices that are parties to the MOU. The City will only reimburse the above classifications for the cost of the required updates or first time purchase of Code Books and Specifications after passing the exam to obtain deputy licenses. If a Code Book(s) and/or Specification is lost, the employee will be responsible for its replacement. The Code Books and Specifications paid for by the City shall become the property of the City of Los Angeles.

ARTICLE 5.0 COMPENSATION

ARTICLE 5.1 SALARIES

Employees covered by this MOU shall be compensated in accordance with the salary ranges and rates listed in the Appendices.

Salary Step Movement Freeze

Employees in this bargaining unit, who are scheduled for a regular salary step increase during the term of this MOU, shall have their next step anniversary date increased by three years.

This change is only to affect step movement and not intended to affect benefits, seniority calculation or other matters that may involve said anniversary date.

ARTICLE 5.2 OVERTIME

Section I - 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 approval of a supervisor consistent with department policy. Failure to secure prior approval may result in discipline.

Section II - Rate and Method of Overtime Compensation - (FLSA) Non-Exempt Employees

Compensation for overtime shall be for all hours worked in excess of 40 hours in a workweek including all absences with pay authorized by law. Compensation for overtime worked by employees in classifications listed in Appendices, herein, shall be in time off at

the rate of one-and-one-half (1½) hours for each hour of overtime worked or in cash at one and one-half times (1½) the employee's regular rate of pay, at the discretion of management.

Section III - Compensatory Time Off

Pursuant to Section II above, employees shall be permitted to accumulate up to 80 hours of compensated time off (CTO). On occasion, employees may accumulate CTO in excess of 80 hours for a temporary period of time. If an employee does not schedule and take CTO over 80 hours prior to the end of the fiscal year, Management may require employees to use CTO prior to the end of the fiscal year; require employees to use such time in lieu of vacation (unless the mandatory use of CTO would result in the loss of accumulated vacation time) or other leave time; or authorize cash payment. In the event sufficient funds are not available to provide cash compensation for all or a portion of the CTO hours in excess of 80, Management may extend the time limit for a period not to exceed one year.

For the term of this MOU, members of this bargaining unit shall be allowed to accrue up to a maximum of 240 hours of FLSA overtime. This increase of the cap from 80 to 240 hours will allow for accrual of overtime as time on the books up to the FLSA limit. Departments may cash out accrued time at their discretion within their approved budget during the term of the MOU. The City reserves the right to reinstate the 80 hour cap at any time during the term of this MOU.

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

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

ARTICLE 5.3 SHIFT DIFFERENTIAL

An employee required to work more than 50% of his/her time, in any one day between the hours of 5:00 p.m. and 8:00 a.m., shall receive for each such day worked, salary at the second premium level rate above the appropriate step of the salary range prescribed for his/her class. The procedure for the payment of adjusted compensation for work performed under the provision of Note "N" shall be in accordance with Sections 4.72, and 4.75 of the LAAC.

ARTICLE 5.4 BILINGUAL DIFFERENTIAL

Whenever an appointing authority determines that it is necessary or desirable that a position be filled by a person able to converse fluently in a language other than English, or

write and interpret a language other than English, the appointing authority shall transmit to the Controller a written statement approving payment of a bilingual premium, as provided by this Article to the person occupying such a position and possessing such bilingual skills.

After authorizing payment of a bilingual premium, the appointing authority shall certify to the Controller the name of an employee eligible for a bi-lingual premium and the Personnel Department shall certify to the Controller that the employee has qualified under its standards of fluency and proficiency for said language.

Persons certified as being qualified by the Personnel Department shall receive a bilingual premium of one premium level rate (2.75%) for duties requiring that they converse fluently in a language other than English, or of two premium level rates (5.5%) for duties requiring that they interpret (read and write) a language other than English, in addition to conversing fluently in that other language.

Compensation provided for in this Article shall be retroactive to the start of the first pay period following the employee having been certified for bi-lingual pay in a bilingual position.

ARTICLE 5.5 CIVIC DUTY

Whenever an employee is served with a subpoena by a court of competent jurisdiction which compels his/her presence as a witness during his/her normal working period, unless he/she is a party to the litigation or an expert witness, such employee shall be granted pay in the amount of the difference between the employee's regular earnings and any amount he/she receives for such appearance. This Article is not applicable to appearances for which the employee receives compensation in excess of his/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 5.6 JURY DUTY

Any employee who is duly summoned to attend any court for jury service or has been nominated and selected to serve on the Grand Jury of Los Angeles County shall, for those days during his or her scheduled working period during which jury service is actually performed and for those days necessary to qualify for jury service, receive his/her regular salary. Any jury attendance fees received by an employee who receives his/her regular salary pursuant to this provision, except those fees received for jury service performed on a regular day off or a holiday, shall be paid to the City. It is the employee's responsibility to file for the reimbursement from the court for jury service performed on a day designated as a City holiday pursuant to Article 6.5. The absence of any employee for the purpose of performing jury service during his/her scheduled working period shall be deemed to be an authorized absence with pay within the meaning of Section 4.75 of the Los Angeles Administrative Code, with pay calculated pursuant to the Code.

ARTICLE 5.7 MILEAGE REIMBURSEMENT

Section I

- A. Mileage shall be paid in accordance with Sections 4.230 and 4.231 of the LAAC, and all other applicable sections.
- B. When an employee is authorized by the City to use his/her own vehicle, pursuant to Division 4, Chapter 5, Article 2 of the LAAC, in the performance of his/her duties, such employee shall be reimbursed for transportation expenses at the rate certified by the CAO per mile for all miles traveled in any biweekly pay period.
- C. During the term of this MOU, the cents per mile reimbursement shall be adjusted to an amount equal to the annual standard car mileage allowance as determined by the Internal Revenue Service. The City Administrative Officer shall certify to the Controller appropriate changes, if required, reflecting increases or decreases to become effective on the effective date determined by the IRS.
- D. Pursuant to Section 4.231 of the LAAC, each employee qualifying for reimbursement under this Article shall be guaranteed, each pay period, mileage reimbursement equal to the number of days in the pay period for which the employee receives reimbursement under the provision of Section 4.230 of the LAAC, times ten miles.
- E. For employees who do not qualify for mileage reimbursement under D. above, but are required and designated by Management to bring a personal vehicle to work each day, such employee shall receive reimbursement for 25 miles each week regardless of whether or not the vehicle is driven for City business.
- F. Employees shall only receive one mileage payment under D or E above, whichever is greater.
- G. In the event that City parking placards are not made available to inspectors covered by this MOU, the City shall reimburse employees who incur parking expenses in connection with official City business. Reimbursement shall be made within two (2) pay periods of the expense(s) having been submitted to the City.

Section II

In addition to the mileage reimbursement described in Section I above, each employee who is authorized to use his/her own vehicle, pursuant to Sections 4.229 of the LAAC, in the performance of his/her duties, shall receive reimbursement of \$70 (seventy dollars) every two pay periods in which the employee drives at least 200 miles for City business, and average retail gas price for regular unleaded in the Los Angeles region is at least \$1.75 per gallon as of the third Monday of the prior month as shown by the Energy Information Administration, U.S. Department of Energy.

ARTICLE 5.8 DEPUTY PAY

Employees in the classes of Assistant Inspector, Code 4208, Construction Inspector, Code 7291, and Senior Construction Inspector, Code 7294, shall receive, in addition to all regular and premium compensation, the following amounts for holding valid registration(s) as Deputy Building Inspectors in the categories shown below in accordance with Ordinance No. 162435.

Registration	7/3/11		
<u>Prestressed Concrete</u>	1.07	1.10	1.13
Masonry Construction	1.31	1.35	1.39
Steel Construction	2.14	2.20	2.27
Concrete Construction	1.17	1.21	1.25

The amounts paid in accordance with the above shall be adjusted by the same general salary percentage adjustments provided for in the Appendices.

Employees in classes other than Construction Inspector and Senior Construction Inspector who are being compensated for valid Deputy Building Inspector registration(s) as of July 1, 1990, shall continue to receive such compensation until the expiration date of the registration(s). Such employees shall not receive Deputy Pay upon renewal of the registration(s).

Employees in the classes of Construction Inspector, Code 7291, and Senior Construction Inspector, Code 7294, shall receive, in addition to all regular and premium compensation, the following amounts for holding valid registration(s) as Deputy Building Inspectors in the categories shown below in accordance with Ordinance No. 162435.

- A. Gunitite/Shot-Crete – twenty-five cents per hour.
- B. Seismic Torque Testing (renamed "Drilled-In-Anchors") - twenty-five cents (\$0.25) per hour.
- C. Sprayed Fire-Resistant Materials - twenty-five cents (\$0.25) per hour.

Employees in the classes of Construction Inspector, Code 7291, and Senior Construction Inspector, Code 7294, in the Harbor Department only, shall receive, in addition to all regular and premium compensation, the following amount for holding a valid registration as Deputy Building Inspectors in the category shown below in accordance with Ordinance No. 162435.

Grading - twenty-five cents (\$0.25) per hour.

The appointing authority shall certify to the Controller that the employees who receive Deputy Pay in accordance with the Article hold appropriate valid registration(s) for the payments shown above.

Employees in the Public Works and Harbor Departments shall be reimbursed for the International Code Council (ICC) examination fees required to obtain valid registration(s)

for which employees are compensated under this Article. Employees shall be authorized reimbursement for successful completion of ICC examination(s) upon presentation by the employee of a paid receipt for such fees and the valid ICC certification to his/her appointing authority.

The Department of Building and Safety shall be authorized to waive the City fees for any of the four Certificates of Registration listed above for any employee subject to the provisions of this Article. Each Certificate of Registration so granted under this Section shall be stamped by the Department of Building and Safety with the words "City Use Only".

Employees in the classes of Construction Inspector and Senior Construction Inspector in the Public Works and Harbor Departments who hold a valid registration as a Deputy Building Inspector in the categories of Reinforced Concrete, Reinforced Masonry, or Structural Steel Welding shall be permitted to obtain, by passing the appropriate examination, additional deputy registrations. The four years experience requirement shall be waived by the City for any additional registration certificates.

During the term of this MOU, if any new Deputy licenses are added, the parties agree to reopen this Article to negotiate rates for those licenses.

If the title of Deputy Pay or Deputy Pay Registration changes during the term of this MOU, the parties agree to adjust herein accordingly.

ARTICLE 5.9 HAZARDOUS AND OBNOXIOUS PAY

Employees covered by this MOU shall not be eligible for adjusted salary under the provisions of Notes "H" and "K" of Schedule A of Section 4.61 of the Los Angeles Administrative Code. In lieu thereof unit employees shall receive additional salary for specified assignments, in specified classes, as follows:

Employees in any unit class required to perform duties more than 50% of a work day consisting of working on a ladder, scaffolding, a hydraulic lift platform, or working from a scaffold or other device that is suspended by ropes or cables; or operating compressed air spray apparatus to spray emulsified asphalt or weed control chemicals from a moving vehicle or to spray paint, or using a steam cleaning apparatus employing a heavy-duty caustic soda as a detergent shall receive, for each day so assigned, salary at the appropriate step of the second premium level above the salary range prescribed for the class.

Whenever an employee is performing duties over 50% of his/her time in any one day in a sewer over five feet (5') in depth consisting of timbering, shoring, tunneling, pipe laying and concreting, the employee shall receive for each such day, salary at the second premium level rate above the appropriate step of his/her salary range.

ARTICLE 5.10 MINIMUM PAY FOR INSPECTIONS IN OFF-DUTY HOURS

An employee shall receive a minimum payment equivalent to four (4) hours of pay whenever he/she is required by the administrative head of his/her department, office or bureau to return to duty following completion of the employee's work shift and departure from the work location, or to report for duty on the employee's regular day(s) off. For the purposes of this Article, duty time contiguous to and continuing into a normal work shift will not be treated as Off Duty Hours, but will instead be compensated as overtime. Management maintains its authority to determine Off Duty Hours and scheduling requirements.

ARTICLE 5.11 STANDBY PROVISIONS

1. Designation of and Responsibilities of Employees

Management may designate certain employees to be on standby duty. Standby lists will be established using the following method:

- A. Volunteers in the classification required.
- B. In class seniority in classification required.
- C. Special skills required.

Standby duty will rotate among eligible employees a minimum of every two (2) payroll periods as long as there are at least two (2) eligible employees. New employees and/or employees, who had opted off of standby provisions and desire to return, will be added to the bottom of the list.

Management may, at its discretion, provide assigned employees with cell phones or other 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 for wearing a cell phone or other electronic device by which they can be contacted. When a call is made to an employee, that employee shall return the call promptly, by telephone, and report to the required work location within an hour of the telephone response. Failure to respond by telephone promptly and to show up at the designated location within an hour may result in deletion from the standby list. In addition, that employee will not receive standby pay for the entire period of time the employee was designated to be on standby and his/her name will be placed at the bottom of the list. The next employee on the standby list shall then be called to respond and if the employee reports to a designated site, he/she will receive the standby pay as if he/she was the designated employee assigned on standby.

2. Standby Pay

Employees covered by this MOU who are assigned stand-by duty by Management shall receive two dollars (\$2.00) per hour for each hour on such assignment. When

called, the employee will be paid at the regular overtime rate for the class from the time of the telephone response through completion of the call.

Notwithstanding the provisions of Article 5.2-Overtime, all premium pay earned on standby will be paid in cash. Standby time, which excludes time spent responding to duty shall not count as hours worked for purposes of computing overtime pay.

In the event an employee on stand-by duty is called to return to work by Management, said employee shall be subject to the provisions of Article 5.10 herein (CALL BACK PAY) and shall not receive stand-by pay while receiving call back pay.

ARTICLE 5.12 REIMBURSEMENT FOR THEFT OF CASH OR LOST OR DAMAGED PROPERTY

Any employee covered by this MOU who suffers a money loss due to a theft or an armed robbery or mugging while on duty, shall be entitled to reimbursement from the City for an amount not to exceed \$250.00 (two hundred fifty dollars) provided that the employee, as soon as possible after the incident, has reported the theft to the law enforcement agency having jurisdiction and has provided management with verification of such report.

Reimbursement for lost or damaged employee property shall be in accordance with the provisions of LAAC Sections 4.106.1 through 4.106.15.

ARTICLE 5.13 ICC CERTIFICATION

A. Employees who are employed in the classifications listed below who are certified by the following professional associations:

International Code Council (ICC);
International Association of Plumbing and Mechanical Officials (IAPMO);
National Fire Protection Association (NFPA);

(any of which shall hereinafter be referred to as ICC or a successor organization as certified by Management) shall receive, in addition to all regular and premium compensation, salary at the second premium level rate above the step rate prescribed for the appropriate class: Building Inspector, Senior Building Inspector, Building Mechanical Inspector, Senior Building Mechanical Inspector, Electrical Inspector, Senior Electrical Inspector, Plumbing Inspector, Senior Plumbing Inspector, Heating and Refrigeration Inspector, Senior Heating and Refrigeration Inspector, Fire Sprinkler Inspector, Senior Fire Sprinkler Inspector, Housing Inspector and Senior Housing Inspector.

C. Any Rehabilitation Construction Specialist who is certified by ICC as a Building Inspector or as a Combination Building Inspector as of July 1, 1997, shall receive, in

addition to all regular and premium compensation, salary at the second premium level rate above the step rate prescribed for the class.

1. Any Rehabilitation Construction Specialist, who is not ICC-certified as of July 1, 1997, and wishes to qualify for the bonus must take and successfully complete the ICC Combination Dwelling Inspector test.
 2. Any Rehabilitation Construction Specialist, who is certified by ICC as a Building Inspector as of July 1, 1997, shall receive the bonus for that certification only until such certification expires. Employees wishing to continue qualifying for the bonus must take and successfully complete the ICC Combination Dwelling Inspector test.
- D. Only a single bonus shall be allowed, notwithstanding multiple certifications. That bonus shall commence at the beginning of the payroll period following the date the employee presents to the appointing authority evidence of ICC certification. Such bonus shall continue to be in effect as long as the employee maintains current certification.
- E. ICC certification shall be a mandatory job requirement in accordance with California State Law. Further, to the maximum extent possible, management will assign duties appropriate to the classification of the individuals. However, nothing in this article shall prevent management from meeting workload needs or emergency situations on a temporary basis by assigning inspectors to work assignments not normally within their classification. When it becomes necessary to make such assignments, such assignments will be vacated by management as soon as practical.
- F. Following initial certification, the Building and Safety Department periodically will provide training and materials on updated Code requirements as necessary.

Article 5.14 COURT APPEARANCES

Section 1

Effective October 31, 2008 the following provisions will apply to all Street Services Investigators employed in the Department of Public Works, Bureau of Street Services.

When an employee is required to appear in Court for the County of Los Angeles outside of his/her normal duty hours, but on a matter arising within the scope of his/her employment, said employee shall be entitled to receive a minimum of one hour at 1 ½ times the employee's regular rate of pay, payable in six (6) minute increments. No compensation shall be paid for the first forty-five 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 at the discretion of Management. Call back provisions are not applicable to court appearances.

Section II

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/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. In addition, he/she shall receive hour-for-hour overtime compensation for each additional hour of actual court attendance in excess of two (2) hours.

C. Exceptions to the Two-Hour Minimum

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

ARTICLE 5.15 SALARY STEP ADVANCEMENT

During the term of this MOU, employees in this bargaining unit, who are scheduled for a regular salary step increase, shall have their next step anniversary date increased by three (3) years.

This change is only to affect step movement and not intended to affect benefits, seniority calculation or other matters that may involve said anniversary date and shall sunset at the end of the term of this MOU.

FULL-TIME EMPLOYEES

Effective January 1, 2009, notwithstanding Los Angeles Administrative Code (LAAC) Section 4.92, subsections (a), (c), (d), and (f)(1), the following salary step advancement procedures, A through D shall apply to all members of this Unit who are appointed or promoted to classifications that are compensated on a salary range:

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

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

B. Subsequent Step Advancement

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

C. Extension of Step Advancement Date – Uncompensated Hours

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

D. Consecutive Appointments within a 12 Month Period

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

ARTICLE 5.16 ACTING PAY

Section I - Definition

It is the intent of Management to avoid working an employee on an out-of-class assignment. An out-of-class assignment is defined as any assignment requiring substantial work in a higher level position which is not usually included within the scope of the duties and responsibilities as defined by the class specifications for the class to which the assigned employee's regular position is allocated.

Section II - Waivers and Exceptions

- a. Nothing in this Section shall be construed as limiting Management's authority to make temporary assignments of qualified personnel during emergencies or unusual operating conditions. However, such assignments shall not be extended beyond the period of emergency or unusual operating conditions.
- b. Whenever an employee performs duties outside of the normal duties of his/her position for the purpose of training or providing experience, written confirmation of such performance will be placed in the employee's personnel file upon request by

the employee. Management shall designate a knowledgeable person to supervise said training or experience.

Section III - Rate of Pay

An employee temporarily assigned higher level duties under the provisions of Section II.a, will continue to receive the rate of pay for his/her regular classification and pay grade. Upon completion of a qualifying period of thirty (30) working days during any ninety (90) calendar day period on such assignment, such employee shall become eligible for additional compensation. The higher compensation shall begin on the 31st working day of the assignment and shall continue thereafter for each day that the employee works in such assignment. Each such temporary assignment shall require completion of a new qualifying period each fiscal year, except when such assignment is either continuous or in the same City department, office or bureau. The employee qualifying for additional compensation shall receive salary at the second premium level (5.5%) above the appropriate biweekly rate for his/her class for each day on duty in such assignment. In the event that said assignment exceeds one hundred eighty (180) consecutive calendar days, Management will initiate a request to provide the higher level position authority, or initiate action to appoint a qualified employee to said position.

ARTICLE 6.0 BENEFITS

ARTICLE 6.1 CIVILIAN MODIFIED FLEXIBLE BENEFITS PROGRAM

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

If there are any discrepancies between the benefits described herein and the Flex Program approved by the Joint Labor-Management Benefits Committee, the Flex Program benefits will take precedence.

Section I - Health Plans

The health plans offered and benefits provided by those plans shall be those recommended by the City's Joint Labor-Management Benefits Committee and approved by the Los Angeles City Council and shall be administered by the Personnel Department in accordance with Los Angeles Administrative Code Section 4.303.

Through December 31, 2011 Management agrees to contribute a monthly sum not to exceed \$1,190.00 per month per full-time employee, effective the beginning of the pay period in which the Kaiser yearly premium rate change is implemented, toward the cost of a City-sponsored health plan for employees who are members of the Los Angeles City Employees' Retirement System (LACERS).

Effective July 1, 2011, Management agrees to contribute for each full-time employee who is a member of LACERS a subsidy equal to the cost of his/her medical plan, not to exceed the subsidy above.

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

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

Employees who transfer from full-time to half-time under the provisions of Article 6.10, Family and Medical Leave, shall continue to receive the same subsidy as full-time employees and shall be subject to any adjustments applied to that subsidy as provided in this Article.

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

Section II - Dental Plans

The dental plans offered and benefits provided by those plans shall be those recommended by the City's Joint Labor-Management Benefits Committee and approved by the Los Angeles City Council and shall be administered by the Personnel Department in accordance with Los Angeles Administrative Code Section 4.303.

Management will expend for full-time employees in the classifications listed in this Unit, who are members of LACERS, the monthly sum necessary to cover the cost of 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.

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

Section III - Definition of Dependent

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

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

Section IV - General Provisions

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

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

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

Section V - Subsidy During Family and Medical Leave

For employees who are on Family or Medical Leave, under the provisions of Article 6.10 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 6.10 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.

ARTICLE 6.2 RETIREMENT BENEFITS

A. Benefits

Beginning November 8, 2009, all members of the Los Angeles City Employees' Retirement System (Retirement System) shall contribute by salary deduction to the Retirement Fund at the rate of 6% of the member's compensation earnable, of which 0.5% shall be the survivor portion.

Pursuant to the provisions of Section 4.1033(a)(9) of this Code, commencing on July 1, 2011, and ending on June 30, 2026, or when the ERIP Cost Obligation is fully paid, whichever comes first, in lieu of contributing as provided in Subsection (a) above, all members of the Retirement System shall contribute by salary deduction

to the Retirement Fund at the rate of 7% of the amount of the member's compensation earnable, of which 0.5% shall be the survivor contribution portion.

Effective July 1, 2011, all unit members who are members of LACERS shall contribute an Employee Retiree Health Care Contribution of an additional four percent (4%) of their pre-tax compensation to defray a portion of the City's cost of providing retiree health insurance.

In exchange for the additional employee contributions, the maximum amount of the annual subsidy increase authorized under the Los Angeles Administrative code will be vested. The LACERS Board of Administration may adjust the subsidy annually by no more than the increase in the Kaiser two-party rate or the medical trend inflation rate.

B. Procedure for Benefits Modifications

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

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

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

ARTICLE 6.3 SICK LEAVE

Every full-time employee shall be entitled to sick leave with pay as herein provided, if the employee is compelled to be absent from work due to any illness or injury other than that caused by or arising from the employee's own moral turpitude, or sustained in the course of or arising out of and proximately caused by the employee's duties as a City employee. Such sick leave shall be allowed as follows:

1. Employees must complete six consecutive months of service without being absent without pay for more than a total of ten working days before accruing sick leave. At the completion of the qualifying period, such employees shall accrue one day of sick leave, and shall accrue one additional day at the end of each subsequent month worked until January 1 following completion of the six-month period. Such accrual will be on the first day of the pay period in which the employee's anniversary date falls. Beginning January 1 following completion of the qualifying period, employee shall be allowed 12 working days' leave at full pay, five working days at 75% of full pay, and five working days at 50% of full pay each calendar year, plus the days of sick leave accrued and accumulated as provided in this Article.

Beginning January 1, 1998, employees shall be allowed 12 working days leave at full pay and five working days at 75% of full pay each calendar year, plus the days of sick leave accrued and accumulated as provided herein. As of January 1, 1998, any unused balance of sick leave at 50% of full pay shall be frozen with no further credits or withdrawals permitted.

2. Changes in an employee's rate of accrual resulting from a change in his/her bargaining unit shall be adjusted on the January 1 following such change.
3. Half-time employees, as defined by Section 4.110 of the Los Angeles Administrative Code, must complete a period of six consecutive months of service, and must have been compensated for at least 500 hours before qualifying for sick leave. Upon completion of the qualifying period, a half-time employee will be allowed leave prorated on the basis of total number of hours scheduled in relationship to the total number of hours required for full-time employment.

No sick leave at partial pay shall be allowed any employee unless and until all sick leave with full pay to which the employee is entitled shall have been used.

All sick leave shall be taken in whole hour increments.

Payment for Unused Sick Leave

During the term of this MOU, the annual cash payment for employees who accumulate excess sick leave in accordance with LAAC Section 4.126(b) will receive a bank of time in lieu of cash. The credited time will be deposited into a separate leave bank to be used in a manner similar to vacation time, or cashed out at the time of retirement. This will apply to payouts that would be due at the end of calendar years 2011, 2012, and 2013.

Notwithstanding the above, cash payment of excess sick time or excess banked sick time may be paid to unit members at the discretion of the employing department.

Any unused balance of sick leave at full pay at the end of any calendar year shall be carried over and accumulated from one calendar year to the next to a maximum of 100 working days, provided, however, that any sick leave at full pay remaining unused at the

end of any calendar year, which if added to an employee's accumulated sick leave at full pay will exceed 100 working days, shall, as soon as practicable after the end of each calendar year, be compensated for by cash payment of 50% of the salary rate current at the date of payment.

If an employee retires from the service of the City, or if an employee who is eligible to retire on or after July 1, 1996, dies prior to retirement, any balance of accumulated sick leave at full pay remaining unused at the date of retirement or death shall be compensated to the employee, or in the event of the death of the employee, to his/her legal beneficiaries, by cash payment at 50% of the employee's salary rate on the date of retirement or death.

Effective January 1, 1997, if an employee retires from the service of the City, or if an employee who is eligible to retire on or after January 1, 1997, dies prior to retirement, any balance of accumulated sick leave at 50% of full pay remaining unused at the date of retirement or death shall be compensated to the employee, or in the event of the death of the employee, to his/her legal beneficiaries, by cash payment at 25% of the employee's salary rate on the date of retirement or death.

The City Council may, by resolution, authorize cash payment to the legal beneficiaries of any City employee who, on or after January 1, 1990, is killed during the performance of job-related duties for the balance of the employee's accumulated full-pay sick leave at 100% of the employee's salary rate on the date of his/her death.

In no instance shall an employee or his/her beneficiaries be compensated more than once for accumulated full pay sick leave and 50% sick leave upon retirement or death.

Any unused balance of sick leave at 75% of full pay at the end of any calendar year shall be carried over and accumulated from one calendar year to the next to a maximum of 100 working days at 75% pay. All accrued sick leave at partial pay in excess of such maximum amount shall be deemed waived and lost.

Preventive Medicine

Upon approval of the appointing authority, an employee may be allowed sick leave with full pay not to exceed an aggregate of sixteen hours in any one calendar year, but not less than one hour at any one time, which shall be included in the allowance of sick leave at full pay under this Article for the purpose of securing preventive medical, dental, optical or other like treatment or examination for the employee and for the members of the employees immediate family, as defined in Article 6.4.

Doctor's Certificate Requirement

Payment for sick leave at full pay for any period of three consecutive working days or less may be allowed upon approval of the appointing authority. No payment, however, for sick leave in excess of three consecutive working days shall be made until a doctor's certificate or other suitable and satisfactory proof showing the fact of the illness and the necessity for

the absence, together with such other satisfactory proof of the probity of the claim as may be required as been received, accepted and approved by the employee's appointing authority and reported to the Controller. Nothing in this Article shall prevent the appointing authority from requiring a doctor's certificate or proof of illness at any time.

Extended Sick Leave

When sick leave extends for more than 25 consecutive working days, the appointing authority shall initiate the following procedure:

1. The appointing authority shall transmit a medical report of the employee's physician or such other evidence as he/she may have to the Personnel Department Examining Physician as to the medical necessity for such leave, estimated duration of the disability and any other pertinent medical facts in connection therewith. The General Manager of the Personnel Department may, if he/she deems it advisable, order a medical examination or make other investigation of the employee for the purpose of said report by the Personnel Department Examining Physician.
2. Upon receipt of the report from the Personnel Department Examining Physician, the General Manager of the Personnel Department shall submit the same to the appointing authority.
3. The appointing authority, after considering such report, may approve further payment for such sick leave not to exceed 63 additional working days or may disapprove further payment for any such additional sick leave and shall so notify the office of the Controller.

In any case where use of sick leave with either full or partial pay, or both, extends for more than 63 consecutive working days beyond the first 25 consecutive working days, and for each successive period of 63 working days thereafter, the appointing authority shall reinstate the procedure set forth above before payment for more than each 63 consecutive days may be made.

Leave for Pregnancy

Every full-time and half-time employee shall be entitled to use sick leave accrued pursuant to this Article if that employee is unable to work due to the employee's own pregnancy, childbirth, or related medical conditions.

ARTICLE 6.4 FAMILY ILLNESS

Any employee who is absent from work by reason of the illness or injury of a member of his/her immediate family, and who has accrued unused sick leave at full pay, shall, upon the approval of the appointing authority be allowed leave of absence will full pay for a maximum of 12 working days in any one calendar year. The appointing authority may

require that the employee furnish a doctor's certificate or other suitable proof showing the nature and extent of the injury or illness to justify such absence.

"Immediate family" shall include the father, mother, brother, sister, spouse, child, grandparents, grandchildren, stepparents, stepchildren, foster child, and the domestic partner of an employee.

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

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

Leave under this Article may be used for the adoption of a child.

ARTICLE 6.5 HOLIDAYS

A. The following days shall be treated as holidays:

1. New Year's Day (January 1)
2. Martin Luther King Jr.'s Birthday (the third Monday in January)
3. President's Day (the third Monday in February)
4. Cesar E. Chavez' Birthday (the fourth Monday in March)
5. Memorial Day (the last Monday in May)
6. Independence Day (July 4)
7. Labor Day (the first Monday in September)
8. Columbus Day (the second Monday in October)
9. Veteran's Day (November 11)
10. Thanksgiving Day (the fourth Thursday in November)
11. The Friday after Thanksgiving Day
12. Christmas Day (December 25)
13. Any day or portion thereof declared to be a holiday by proclamation of the Mayor with the concurrence of the City Council by resolution.
14. One unspecified holiday (floating holiday)

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

C. When any holiday from 1 through 12 above falls on a Saturday, it shall be observed on the preceding Friday.

- D. Any holiday declared by proclamation of the Mayor shall not be deemed to advance the last scheduled working day before a holiday for purposes of computing any additional time off.
- E. Whenever a holiday from 1 through 12 above occurs during an employee's regularly scheduled workweek, eight (8) hours of paid leave shall be credited for the purpose of computing overtime pay for work performed after forty (40) hours.
- F. Whenever a holiday listed under 13 and/or 14 above occurs during an employee's regularly scheduled workweek, the appropriate number of hours of paid leave shall be credited for the purpose of computing overtime pay for work performed after forty (40) hours.
- G. Whenever an employee's 9/80 or modified day off falls on a holiday, the employee shall take an alternate day off within the same workweek and calendar week as the holiday.
- H. **Holiday Premium Pay** – Any FLSA non-exempt employee who works on any holiday listed above will receive eight (8) hours (or portion thereof as specified above in A.13) of holiday pay and one and one-half (1½) the hourly rate for all hours worked on the observed holiday; provided he/she has (1) worked his/her assigned shift immediately before and his/her assigned shift immediately after the holiday, or, (2) 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. An employee who works in excess of: eight (8) hours on any holiday listed from 1 through 12 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 appropriate holiday premium pay rate for his/her class. Employees shall not receive both overtime and holiday premium pay for the same hours.
- J. For each holiday listed above which results in time off with pay for employees working a Monday through Friday workweek, employees who are scheduled to work other than the Monday through Friday workweek shall be entitled to such day off with pay or shall be compensated in accordance with all pertinent provisions of B through I 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 of the holiday.
- K. Management shall have the sole authority and responsibility to determine whether the compensation for any holiday worked shall be in cash or paid leave time off.
- L. The Unspecified Holiday shall be taken in accordance with the following requirements:

1. The holiday must be taken in one full normal working day increment of eight (8) hours within the calendar year in which it is credited or it will be forfeited. The request for such time off, if timely submitted by the employee, will be promptly approved by Management subject to the operating needs of the employee's department, office or bureau. If an unforeseen operating requirement prevents the employee from taking such previously approved holiday, Management will reschedule the holiday so that it may be taken on some other reasonably satisfactory date within the calendar year.
2. Any break in service (i.e., resignation, discharge, retirement, etc.) prior to taking the holiday shall forfeit any right thereto.
3. The holiday shall not be utilized to extend the date of any layoff.
4. An employee shall be entitled to an unspecified holiday when he/she has completed six months of service.
5. Employees who work in intermittent, on call, vacation relief, or seasonal positions shall not be entitled to an unspecified holiday.
6. No employee shall receive more than one unspecified holiday each calendar year. Thus, (a) an employee transferring from the Department of Water and Power (DWP) to any other City department, office or bureau will not receive an unspecified holiday after taking such holiday prior to leaving 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 when rehired.

ARTICLE 6.6 VACATIONS

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

Years of Service Completed	Number of Vacation Days	Monthly Accrual Rate In Hours/Minutes
1	11	7.20
5	17	11.20
13	18	11.20
14	19	11.20
15	20	11.20

16	21	11.20
17	22	14.40
18	23	14.40
19	24	16.00
25	25	16.40

Vacation Accrual/Cash Out During Active Military Service

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

ARTICLE 6.7 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 class of the employees represented herein.

ARTICLE 6.8 BEREAVEMENT LEAVE

An employee who is absent from work by reason of the death of a member of his/her immediate family shall, upon the approval of the appointing authority or the agent thereof designated to determine such matters, be allowed a leave of absence with full pay for a maximum of three working days for each occurrence of a death in the employee's immediate family. Such employees shall furnish a death certificate or other satisfactory proof of the death to justify the absence. "Immediate family" shall include father, father-in-law, mother, mother-in-law, brother, sister, spouse, child, grandfather, grandmother, stepparents, stepchildren, grandchildren, any relative who resided in the employee's household, and the domestic partner of an employee. For the purpose of this Article, simultaneous, multiple family deaths will be considered as one occurrence.

Bereavement Leave may be taken during a period of up to three hundred seventy (370) calendar days after the occurrence.

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

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

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

ARTICLE 6.9 PERSONAL LEAVE

Management may allow any employee time off with pay, not to exceed eight (8) hours in any one payroll period, for urgent personal business; provided that such time off so allowed, subject to the approval of Management, shall either be made up in within the same workweek, or charged against the employee's accrued or unused vacation credits on an hourly basis.

ARTICLE 6.10 FAMILY AND MEDICAL LEAVE

I. Authorization for Leave

During the term of this MOU, up to four (4) months (nine [9] pay periods) of family or medical leave shall be provided for the purpose of childbirth, adoption, foster care of a child, or serious health condition of an immediate family member (as defined in Article 7.4), upon the request of the employee, or the designation of Management in accordance with applicable Federal or State law, notwithstanding any other provisions of this MOU or the Los Angeles Administrative Code to the contrary.

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

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

II. Definitions

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

III. Eligibility

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

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

- B. Parents (including those who are domestic partners) who both work for the City may take leave under the provisions of this Article at the same time to care for a new child by birth or adoption, or foster care of a child, however, the aggregate period of time to which both are entitled is limited to the time allowed for only one employee.

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

Each employee must notify his/her employing department at the time the leave is requested of the name and department of the second family member who is requesting leave for the same incident. Such notification must include the starting and ending dates of the time period for which each employee is requesting leave.

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

IV. Conditions

- A. The start of a leave for a pregnant employee shall be:
1. During or after the employee's pregnancy where there is no disability, at the employee's discretion; or
 2. At the beginning of the employee's pregnancy-related disability that a doctor certifies as necessary.
- B. The start of a family leave for adoption shall begin on a date reasonably close to the date the child is placed in the custody of the employee. Leave for adoption or foster care of a child may also be granted prior to placement if an absence from work is required.
- C. The start of a family leave for a serious health condition of a family member shall begin on the date requested by the employee.
- D. The start of a leave for the employee's own serious health condition shall begin on the date requested by the employee.
- E. A serious health condition is defined as an illness, injury, impairment, or physical or mental condition that involves:
1. Any period of Incapacity or treatment connected with inpatient care in a hospital, hospice, or residential medical care facility; or
 2. A period of incapacity requiring an absence of greater than three calendar days involving continuing treatment by or under the supervision of a health care provider; or
 3. Any period of incapacity (or treatment resulting there from) 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 there from) by, or on referral by, a health care provider for a condition that likely would result in incapacity or more than three consecutive days if left untreated; or
 6. Any period of incapacity due to pregnancy or for prenatal care.

- F. All leave granted under this Article shall normally be for a continuous period of time for each incident.

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

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

- G. If any employee requires another leave for a separate incident under the provisions of this Article during the same 12 month period, a new request must be submitted.

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

Employees (either parent) are also eligible for family leave ("bonding") under the California Family Rights Act, which shall be limited to four months (nine [9] pay periods) and must be concluded within one year of the child's birth. (The administration of such leave shall be in accordance with Section III, B. of this Article.)

- I. A personal leave beyond the four (4) month (nine [9] pay periods) leave provided in this Article may be requested, subject to the approval of the appointing authority and, if required, the Personnel Department, as provided under other City leave provisions.

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

V. Notice Requirements

A. Employee

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

B. Management

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

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% or 75%) or vacation for the entire period of disability that a health care provider certifies is necessary (including prenatal

care or the mother's inability to work prior to the birth), may be taken at the employee's discretion.

2. For the non-disability portion of childbirth leave (before delivery or after "bonding"), accrued vacation available at the start of the leave shall be used prior to the use of time under 3, 4, 5 and 6 below.
3. Accrued 100% sick leave. The use of sick leave under this subsection is at the employee's discretion.
4. Accrued 75% sick leave, following use of all 100% sick leave. The use of sick leave under this subsection is at the employee's discretion.
5. Unpaid leave.
6. Accrued compensatory time off may be used at the employee's discretion, with Management approval, after exhaustion of 100% sick leave (No. 3 above). However, FLSA compensatory time off shall not be counted against the employee's four-month (nine [9] pay period) family or medical leave entitlement. Therefore, any use of FLSA compensatory time off under this Section shall extend the employee's family or medical leave by the total amount of FLSA compensatory time off used.

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

1. Annual family illness sick leave up to twelve (12) days may be used at the employee's discretion. Such leave may be taken before or after the vacation described in 2 below.
2. Accrued vacation available at the start of the leave shall be taken. Such time must be used prior to the use of time under 3, 4, 5 and 6 below.
3. Accrued 100% sick leave. The use of sick leave under this subsection is at the employee's discretion.
4. Accrued 75% sick leave following use of all 100% sick leave. The use of sick leave under this subsection is at the employee's discretion.
5. Unpaid leave.
6. Accrued compensatory time off may be used at the employee's discretion, with Management approval, after exhaustion of 100% sick leave (No. 3

above). However, FLSA compensatory time off shall not be counted against the employee's four-month (nine [9] pay period) family or medical leave entitlement. Therefore, any use of FLSA compensatory time off under this Section shall extend the employee's family or medical leave by the total amount of FLSA compensatory time off used.

C. Personal Medical Leave

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

VII. Sick Leave Rate of Pay

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

VIII. Monitoring

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

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

ARTICLE 6.11 DISABILITY INSURANCE PLAN

During the term of this MOU, Management agrees to maintain a Disability Insurance Plan for active employees who are members of the Los Angeles City Employees' Retirement System, provided that sufficient enrollment is maintained to continue to make the plan available.

The City's Joint Labor-Management Benefits Committee shall determine the benefits and provider of the plan.

Enrollment in the Disability Insurance Plan is at the discretion of each employee. The full cost of the premiums shall be paid by the individual employees who enroll in the plan.

ARTICLE 6.12 DEPENDENT CARE REIMBURSEMENT ACCOUNT

During the term of this MOU, Management agrees to maintain a Dependent Care Reimbursement Account (DCRA), qualified under Section 129 of the Internal Revenue Code, for active employees who are members of the Los Angeles City Employees' Retirement System, provided that sufficient enrollment is maintained to continue to make the account available. Enrollment in the DCRA is at the discretion of each employee. All contributions into the DCRA and related administrative fees shall be paid by employees who are enrolled in the plan. As a qualified Section 129 plan, the DCRA shall be administered according to the rules and regulations specified for such plans by the Internal Revenue Service.

ARTICLE 6.13 EMPLOYEE ASSISTANCE PROGRAM

Management will expend for active employees who are members of the Los Angeles City Employees' Retirement System, and their eligible dependents, the sum necessary to cover the cost of an Employee Assistance Program (EAP). The benefits and services of the EAP and the EAP provider shall be determined by the City's Joint Labor-Management Benefits Committee.

ARTICLE 6.14 WORKERS' COMPENSATION

The City shall provide Workers' Compensation benefits in accordance with Section 4.104 of the Los Angeles Administrative Code. Salary continuation payments during absences for temporary disability conditions shall be in an amount equal to the employee's regular biweekly, take-home pay at the time of incurring the disability condition. For purposes of this Article, take-home pay shall be defined as an employee's biweekly gross salary rate less the mandatory deduction for Federal and State income tax withholding and employee retirement contributions. The employee will be able to make adjustments in his/her

voluntary deductions while on temporary disability leave but will not be able to change the amount normally deducted for State and Federal income taxes, unless the employee has changed those deductions to those which he/she is legally entitled to take within ten (10) days of the commencement of any disability leave, or within ten (10) days of any change in dependents.

ARTICLE 6.15 DEATH IN THE LINE OF DUTY

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

ARTICLE 7.0 UNPAID TIME

ARTICLE 7.1 UNPAID HOLIDAYS

Members of the bargaining unit, whose positions are 10% or more funded through the City's general fund, shall be required to take unpaid holidays during the term of the MOU as follows:

Fiscal Year 2011-12:	Six Days (48 Hours)
Fiscal Year 2012-13	Five Days (40 Hours)
Fiscal Year 2013-14	Four Days (32 Hours)

This unpaid time may be taken in whole days or in minimum four hour increments, at the discretion of the employee, with the approval of their department.

No additional unpaid holiday time shall be imposed upon members of this bargaining unit during the term of this MOU.

ARTICLE 7.2 FURLOUGHS

No furloughs shall be imposed upon members of this bargaining unit during the term of this MOU.

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representative to execute this MOU the day, month and year as indicated.

MUNICIPAL CONSTRUCTION
INSPECTORS ASSOCIATION, INC.
INSPECTORS UNIT REPRESENTATIVE:

CITY OF LOS ANGELES
REPRESENTATIVE:

Johnny Yutronich, President
MCIA

Miguel A. Santana
City Administrative Officer

___/___/_____
Date

___/___/_____
Date

APPROVED AS TO FORM:

OFFICE OF THE CITY ATTORNEY

___/___/_____
Date

APPENDIX A

SALARY NOTES

- Note 1:** One person employed in the class of Senior Street Services Investigator II, or III, Codes 4285-2/3 who is regularly assigned to the Transportation Construction Traffic Management Committee (TCTMC) shall receive salary at the second premium level rate above the appropriate step rate of the salary range for the position.
- Note 2:** Persons employed in the classes of Street Services Investigator, Code 4283, or Senior Street Services Investigator, Code 4285, who are assigned to accompany Special Cleaning Crews (homeless encampments) for more than 50% of their time in any one day shall receive salary at the second premium level rate above the appropriate step rate of the salary range for the appropriate class for each day so assigned.
- Note3:** Any unit member employed in the class of Street Services Investigator, Code 4283, or Senior Street Services Investigator, Code 4285, who is temporarily or regularly assigned by Management to the Special Investigative Enforcement Unit to conduct surveillance work, apprehend and prosecute illegal dumpers for more than 50% of their time in any one day shall receive salary at one premium level rate above the appropriate step rate of the salary range for the appropriate class for each day so assigned.
- Note 4:** Senior Inspectors who are regularly assigned to manage a Bureau of Community Safety District Inspection Satellite Office serving a Council district or portion thereof and who are responsible for the day-to-day office operations related to inspection of new construction and the handling of complaints shall receive salary at one premium level rate above the appropriate step rate of the salary range for the class.
- Note 5:** Any Street Services Investigator (4283) employed as a member of a working crew and assigned by the Director of the Bureau of Street Services to act as a crew leader shall be compensated at the rate of \$1.50 per day in addition to his/her regular salary; provided, however, that not more than 104 persons may be so assigned at any time and this assignment shall not be made unless the Office of the City Administrative Officer first approves. The approval shall specify the period during which the assignments are to be in effect. The Office of the City Administrative Officer shall review the assignments and approvals at least once each year in order to determine the changes in the assignments.

APPENDIX B

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APPENDIX C

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APPENDIX D

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