

ARTICLE 6.0 COMPENSATION

ARTICLE 6.1 SALARIES

Prior to April 6, 2014, salary ranges for employees consist of five steps, each separated by approximately five and one-half percent (5.5%), as illustrated in range table B of this MOU. Effective April 6, 2014, salary ranges shall consist of fifteen steps, each separated by approximately two and three-quarter percent (2.75%), as illustrated in range table C of this MOU.

The following salary step movements will apply during the term of this MOU.

Employees who are not on the top step of a Salary Range as of April 5, 2014:

One step advancement on April 20, 2014 (beginning of pay period 22 in FY2013-14)

One step advancement on July 13, 2014 (beginning of pay period 2 in FY2014-15)

One step advancement on July 12, 2015 (beginning of pay period 2 in FY2015-16)

Employees who are on the top step of a Salary Range as of June 28, 2014:

One step advancement on July 13, 2014 (beginning of pay period 2 in FY2014-15)

One step advancement on January 11, 2015 (beginning of pay period 15 in FY2014-15)

One step advancement on July 12, 2015 (beginning of pay period 2 in FY2015-16)

Classifications for which compensation is set at a fixed amount (Flat Rated) shall receive equivalent salary adjustments at the times specified above for employees on the top step of a salary range as of June 29, 2014, unless negotiated otherwise or in accordance with provisions of the LAAC.

Anniversary dates for all bargaining unit members shall be frozen on April 5, 2014, and shall be unfrozen on July 13, 2015.

ARTICLE 6.2 OVERTIME

Section I – Distribution of Overtime

Management will attempt to assign overtime work as equitably as possible among all qualified employees in the same classification, in the same organizational unit and work location. However, Management may consider special skills required to perform particular work. No employee shall work overtime without prior approval from his or her supervisor. 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. Working and not recording the time is similarly prohibited.

Section II – Non-emergency Overtime

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

Section III – Rate and Method of Compensation – FLSA Non-Exempt Employees

Compensation for overtime worked by employees in classifications listed in Appendix A, herein, shall be for all hours worked in excess of 40 hours in a workweek. Management shall have the discretion to determine whether overtime compensation shall be in cash or time-off. Overtime compensation shall be in time off at the rate of one and one-half (1½) hours for each hour of overtime worked or at the rate of one and one-half (1½) times the employee's regular rate of pay.

Section IV – Compensated Time Off

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

In accordance with FLSA, no employee shall lose CTO. An employee who has requested the use of CTO for overtime worked must be permitted by Management to use such time within a reasonable time period after making the request unless the use of the CTO within a reasonable period would unduly disrupt the operations of the City department. 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 in excess of 240 hours be accumulated.

ARTICLE 6.3 SHIFT DIFFERENTIAL

Notwithstanding the provisions of Note N of Schedule A of LAAC Section 4.61, any employee, when required to work fifty percent (50%) or more of his/her time during his/her regular shift on 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 rate of the salary range prescribed for his/her classification. The procedure for the payment of adjusted compensation for work performed under the provisions of this Article shall be in accordance with LAAC Sections 4.72, 4.74, and 4.75.

ARTICLE 6.4 BILINGUAL BONUS

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 written authorization 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 bilingual 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 bonus of \$25.00 per biweekly pay period for duties requiring conversing fluently in a language other than English, or \$50.00 per biweekly pay period for duties requiring conversing fluently and interpreting a language other than English.

For newly hired employees or employees newly appointed to a bilingual position, the premium shall be paid at the beginning of the first full biweekly pay period once the employee has been certified by the Personnel Department.

ARTICLE 6.5 SIGN LANGUAGE PREMIUM

Any qualified employee covered by the provisions of the MOU who is requested by the hearing impaired assistance center to utilize sign language shall receive compensation equal to two and three-quarter percent (2.75%) of their salary or wages for each business day the skill is utilized. Such practices of additional compensation shall be in accordance with LAAC Section 4.84.1.

ARTICLE 6.6 COURT APPEARANCES

Section I

The following court provisions will apply to all employees in the Unit, except those in the Police Department.

When an employee is required to appear in Court in and for the County of Los Angeles outside of his/her normal duty hours, but on a matter arising within the scope of his/her employment, said employee shall be entitled to receive a minimum of one hour at one and one-half (1½) times his/her regular rate of pay. Time spent in excess of the one hour minimum guarantee shall also be at the rate of one and one-half (1½) times the employee's regular rate of pay, payable in six minute increments. No compensation shall be paid for the first 45 minutes of the Court's noon recess, provided, however, that no such compensation shall be allowed unless such employee is in actual attendance in court.

Such compensation for court appearances may be in either time off or cash. Call back provisions are not applicable to court appearances.

Section II

The following court provisions shall apply to employees in the Police Department only.

These provisions apply only for the payment of overtime for court appearances outside of the normal duty hours of employees. Call back provisions are not applicable to court appearances.

A. Basic Compensation

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

1. An off-duty employee shall receive a minimum of two hours overtime compensation for any court day he/she is subpoenaed to be on call or required to appear.
2. An off-duty employee shall receive hour-for-hour overtime compensation for each additional hour of actual attendance in excess of the two 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>
45 minutes or less	None
46 minutes or more	All time over 46 minutes (in 6 minute increments).

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

B. Multiple Cases

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

C. Exceptions to the Two Hour Minimum

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

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

ARTICLE 6.7 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 time off with pay in the amount of the difference between the employee's regular earnings and any amount he/she receives for such appearance. This Article 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 6.8 JURY SERVICE

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. 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 LAAC Section 4.75, with pay calculated pursuant to the Code.

ARTICLE 6.9 MILITARY LEAVE

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

In determining whether an employee has been in the service of the City for a period of not less than one year immediately prior to the date on which the absence begins, continuous service shall be required. Unit members called into active military service (other than temporary military leave) shall accrue vacation time, and be entitled to the cash-out of accrued, but unused vacation time, in accordance with Article 7.6, Vacation, Section II of this MOU.

ARTICLE 6.10 MILEAGE

Each employee that is authorized to use his/her own vehicle, pursuant to LAAC Division 4, Chapter 5, Article 2, in the performance of his/her duties shall be reimbursed for

transportation expenses at the Internal Revenue Service (IRS) rate established on January 1st of each calendar year or at subsequent times during the calendar year for all miles traveled in any biweekly period, in addition to any and all salaries and other compensation otherwise provided for by law.

Notwithstanding LAAC Section 4.231, employees authorized to use their personal vehicles pursuant to LAAC Section 4.229, who are required by Management to bring the vehicle to work each day shall receive a minimum payment of 10 miles per day, regardless of whether the vehicle is driven for City business. If an employee is not authorized or required to bring a vehicle to work for use in the course of their work assignment, they will no longer be provided a minimum payment of 10 miles per day.

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 IRS. The City Administrative Officer shall certify to the Controller appropriate changes, if required, to become effective at the beginning of the first full pay period in which the IRS reimbursement rate change is effective.

ARTICLE 6.11 CALL BACK PAY

Section I

Whenever an employee is ordered by the administrative head of his/her department, office or bureau, or his/her designee to return to duty following the termination of his/her work shift and departure from his/her work location, he/she shall receive minimum compensation equivalent to four hours at his/her appropriate overtime rate. Call Back time contiguous to and continuing into a normal work shift will not be treated as Call Back for purposes of this Article, but will instead be compensated as hour for hour overtime.

Section II

Whenever an employee in the Police Department is ordered by a designated representative of the Chief of Police to return to duty following the termination of the employee's normal work shift and departure from the work location, the employee shall receive the sum of ten dollars (\$10.00) if the call is canceled prior to the time the employee reports to the telephonically/electronically assigned work location. The employee shall be entitled to only one such payment in each 24 hour period commencing with the termination of the employee's normal work shift. The following

class titles/series (all pay grades) are expressly eligible for Call Back Pay under this provision:

Photographer, Code 1793; and
Forensic Print Specialist, Code 2200.

Section III

If an employee is called out, under the provisions of Section I, within four hours of the first call out, the employee shall receive a second four hours pay or eight hours pay at the employee's appropriate overtime rate.

ARTICLE 6.12 DISTURBANCE CALLS

The following provisions apply to the compensation for disturbance calls outside of normal duty hours for FLSA non-exempt employees.

- I. Employees in the following classes and pay grades shall be eligible for compensation under this Article: Systems Analyst I and II, Codes 1596-1 and 1596-2, regardless of the department or assignment; Procurement Analyst I and II, Codes 1859-1 and 1859-2, regardless of the department or assignment; and one Management Aide, Code 1508, and one Management Analyst II, Code 9184-2, assigned to the Charter Bus Program in the Department of Transportation.

Whenever the above-listed employees are contacted while on off-duty status by the Department head or designee, to furnish information needed to maintain the continuity of City business, without the necessity of having to report for duty personally, such employees shall receive a minimum of one hour of compensation, subject to the following limitations:

- a. Only the first disturbance call made in any one calendar day shall qualify for the minimum one hour of compensation described above. The time actually spent on such disturbance call will be considered hours worked for that workweek. Thereafter, compensation for all other qualifying disturbance calls totaling an aggregate of ten minutes or more in that same calendar day shall be for actual time worked. Disturbance call compensation shall be used to offset any overtime owed.

- b. Any employee receiving On-Call/Standby compensation for the same day shall not be eligible to receive compensation under this Article for that day;
 - c. The department head or designee may determine the method of compensation;
 - d. An employee contacted while off-duty concerning subsequent work scheduling shall not be eligible to receive compensation under this Article.
- II. Notwithstanding the above, whenever all other FLSA non-exempt employees in classifications and pay grades not listed specifically in this Article are contacted while on off-duty status by the Department head or designee to furnish information needed to maintain the continuity of City business (as described above), without the necessity of having to report for duty personally, such employees shall receive compensation for actual time worked for said disturbance calls that total 10 minutes or more in the aggregate in the same calendar day, which shall be included as hours worked for that workweek. Any employee receiving On-Call/Standby compensation for the same day shall not be eligible to receive compensation under this Article for that day.

Assignment of an electronic communication device does not constitute worked time. If an hourly employee is contacted, he/she shall only be compensated according to the Disturbance Call article of this MOU.

ARTICLE 6.13 ON-CALL/STANDBY COMPENSATION

All employees in the class and pay grades of Systems Analyst I and II, Codes 1596-1 and 1596-2, regardless of the department or assignment; all employees in the class and pay grades of Procurement Analyst I and II, Codes 1859-1 and 1859-2, regardless of the department or assignment; all employees in the class of Special Investigator I and II, Codes 0602-1 and 0602-2, in the Los Angeles Police Department, Office of the Inspector General; all employees in the class of Public Relations Specialist I and II, Codes 1785-1 and 1785-2, while assigned to the Los Angeles World Airports; and one Management Aide, Code 1508, and one Management Analyst II, Code 9184-2, assigned to the Charter Bus Program in the Department of Transportation, who are designated by Management to be on on-call/standby during off-duty hours shall receive, in addition to any other compensation provided for herein, the sum of twenty-four dollars (\$24.00) for each day of such assignment.

One person employed in the class of Superintendent of Operations, Code 7269, assigned to the film desk in the Airfield Operations Bureau, Department of Airports who

is designated by Management to be on-call/standby during off-duty hours shall receive, in addition to any other compensation provided for herein, the sum of twenty-four dollars (\$24.00) for each day of such assignment.

One person employed in the class of Management Analyst II, Code 9184-2, assigned to work at the Los Angeles World Airport (LAX) in the Project Liftoff Division, Department of Airports who is designated by Management to be on-call/standby during off-duty hours shall receive, in addition to any other compensation provided for herein, the sum of twenty-four dollars (\$24.00) for each day of such assignment.

The parties agree to reopen this Article during the term of this MOU to add classes, if necessary and desirable.

Any employee in this bargaining unit when placed on-call/standby, who remotely or off-site troubleshoots or participates in job-related tasks, shall receive compensation of no less than one hour at the appropriate hourly rate. If the remote task(s) exceed one hour in duration, the employee shall be compensated in six minute increments at the appropriate hourly rate.

Assignment of an electronic communication device does not constitute worked time. If an hourly employee is contacted, he/she shall only be compensated according to the on-call/Standby article of the MOU.

ARTICLE 6.14 TEMPORARY SUPERVISORY PAY

Section I

- A. Whenever Management assigns an employee to perform the full duties of a higher level supervisory position in situations where the incumbent of the higher level position is temporarily absent, such employee shall become eligible for additional compensation upon completion of a qualifying period of 15 consecutive working days in such assignment at his/her regular rate of compensation. Paid leave time taken during a qualifying period shall extend the 15 day qualifying period by the length of the absence. All other absences shall constitute a disqualifying break in the 15 day qualifying period requirement, necessitating the initiation and completion of a new qualifying period. Pay shall begin on the 16th day of the assignment.

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

- B. Whenever Management assigns an employee on a temporary basis to perform the full duties of a vacant higher level supervisory position in the same class series, such employee shall become eligible for additional compensation on the first day of such assignment.

Section II

Effective at the beginning of the first full pay period following the City Council adoption of the 2013-16 MOU, an employee qualifying for additional compensation as stated above shall be in accordance with LAAC provisions as adopted by the City Council. Employees currently authorized to receive compensation at the second premium level above the appropriate biweekly rate as stated above, shall continue to do so until they no longer qualify for temporary supervisory pay or are no longer assigned on a temporary basis to perform as indicated in Section I.A and I.B above.

Section III

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

ARTICLE 6.15 CIVILIAN SUPERVISORY DIFFERENTIAL

Effective at the beginning of the first full pay period following adoption by the City Council of the 2013-16 MOU, in the Police and Fire Departments, members of this Unit shall be eligible for a supervisory differential, as a "bona fide supervisory employee," in accordance with LAAC Section 4.62.2, when regularly assigned as a supervisor with full administrative and technical authority to assign, review and approve the work of civilian subordinates. The salaries of any sworn subordinates shall not be used in determining eligibility for the supervision differential described in LAAC Section 4.62.2.

Employees currently authorized to receive compensation at the second premium level above the appropriate biweekly rate, shall continue to do so until they no longer qualify for a supervisory differential or are no longer assigned to supervise subordinates which would require a supervisory differential in accordance with the requirements as noted in the above paragraph.

ARTICLE 6.16 SALARY STEP ADVANCEMENT

Upon adoption of the 2013-16 MOU, salary step advancement procedures shall be in accordance with the LAAC Section 4.92.

...

ARTICLE 6.0 COMPENSATION

ARTICLE 6.1 SALARIES

The parties to this MOU jointly recommend to the City Council approval of the salaries set forth in the attached Salary Appendices. These appendices shall incorporate the agreement of the parties that effective December 13, 2015, employees on a salary range will be subject to a new salary step structure and that **effective June 25, 2017, employees covered by this MOU shall receive a two percent (2%) salary increase which shall be reflected by an adjustment in the flat rate salary noted in the applicable appendix.** Apprenticeship classifications are not eligible for this adjustment.

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

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

A. SALARY ADJUSTMENTS

Effective January 7, 2018, each employee who is employed in a flat-rated classification shall receive a salary adjustment of 2.75%.

B. PROMOTIONAL DIFFERENTIAL

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

ARTICLE 6.2 OVERTIME

Section I - Management Authority

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

Section II - Distribution of Overtime

Management will attempt to assign overtime work as equitably as possible among all qualified employees in the same classification in the same organizational unit and work location. In the assignment of overtime under this provision, however, Management may consider special skills required to perform particular work. No employee shall work overtime without prior approval from his/her supervisor. Unofficial overtime (white time) is absolutely prohibited. FLSA non-exempt employees may not work outside of scheduled working hours, or during unpaid meal periods, without the prior written approval of a supervisor, consistent with department policy. Failure to secure prior approval may result in discipline.

Section III - Rate of Overtime Compensation

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

Section IV - Overtime Meal Allowance

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

Section V – Compensated Time Off

Employees shall be permitted to accumulate up to 80 hours of compensated time and take such accumulated time off for overtime worked upon request unless granting of such time would "unduly disrupt" the operations of the City department. This standard

does not apply to non-FLSA overtime (i.e. overtime earned pursuant to this MOU, but which does not meet the FLSA definition of overtime).

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

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

ARTICLE 6.3 JURY SERVICE

- A. An employee duly summoned to attend any court for the purpose of performing jury service shall, for those days during which jury service is actually performed and those days necessary to qualify for jury service, receive his/her regular salary. The absence of the employee for the purpose of performing jury service shall be deemed to be an authorized absence with pay within the meaning of LAAC Section 4.75.
- B. During the time the employee is actually reporting for jury service, the head of the department, office, or bureau, or his/her designee will convert the employee's usual shift to a regular five-day, Monday through Friday day shift. However, employees may choose to remain on an alternative work schedule (9/80, 4/10, or 3/12) or on an off-watch schedule during jury service with the understanding that jury service on a regularly scheduled day off (RDO) will not be compensated. Employees must report for work on any day of his/her converted shift that he/she is not required by the Court to perform jury service.
- C. Compensation for mileage paid by the courts for jury service shall be retained by the employee.
- D. Employees performing jury service on a designated City holiday shall be compensated for the designated City holiday; additional time off for that holiday shall not be provided.

An employee duly summoned to attend any court of competent jurisdiction for the purpose of performing jury service shall, for those days during which jury service is

actually performed and those days necessary to qualify for jury service, receive his/her regular salary.

ARTICLE 6.4 SUBPOENAED WITNESS COMPENSATION

- A. Subject to the exceptions and provisions of paragraphs 2, 3, and 4 of this Article, whenever an employee is subpoenaed to appear as a witness, that employee will be granted a leave of absence with pay calculated pursuant to this Article. Such an employee will be paid the difference between the pay he/she regularly receives for a normal working day (without considering any potential overtime pay he/she may have received) and the amount he/she receives as witness fees. Any money received as compensation for mileage is not to be considered as part of the employee's witness fees.
- B. This Article does not apply to any employee:
 - 1. Subpoenaed to appear in any proceeding as a litigant or as an expert witness;
 - 2. Subpoenaed to appear as a witness in any action brought about as a result of his/her own misconduct, or brought about through his/her connivance;
 - 3. Making an appearance for which he/she receives compensation in excess of his/her regular earnings; or
 - 4. Subpoenaed to appear or appearing during his/her off duty hours.
- C. The Police Department may reschedule an employee so that his/her subpoena does not conflict with his/her hours of work; arrange with the subpoenaing authority to place the employee in an "on call" status; or reschedule an employee subpoenaed to appear during off duty hours to alternate hours; and it is mutually understood that,
- D. All Departments other than the Police Department may so reschedule with the consent of the subpoenaed employee.

ARTICLE 6.5 STANDBY PAY

Section I

Persons employed in this Unit who are subject to call during the employee's off-duty hours on a regularly scheduled work day, or anytime during the employees' regularly scheduled off-duty day, shall receive, when assigned to standby, in addition to any other

compensation provided for herein, the sum of \$2.25 for each hour assigned to standby. When called and required to report to work, the employee will be compensated in accordance with Article 6.8 of this MOU. Employees will not receive pay of \$2.25 per hour for any time the employee is receiving call back pay.

Section II

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

Section III

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

Section IV – Employees in the Los Angeles Police Department

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

Police Surveillance Specialists assigned to standby on weekends or holidays shall receive one hour compensation at straight time for every six hours they are required to standby. Employees assigned to weekday standby will not be compensated for standby time.

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

Employees required to be on standby will provide their supervisors with a contact telephone number. Employees must be able to respond to their assigned work location within an hour of being summoned, barring any unforeseen circumstances. Employees who refuse standby assignments or fail to respond as provided herein may be subject to discipline.

Compensation for standby periods shall be at the discretion of the Chief or Police by cash payment or by time off. For purposes of computing the amount of compensation due for time spent on duty, the time spent on duty will commence at the time the individual reports to the designated place of assignment and will terminate the time

when the employee is released from duty. Under no condition will time be allowed for travel (portal-to-portal).

Employees who are required to report for duty shall be compensated in accordance with Article 6.8 of this Memorandum of Understanding. Compensation for the time spent on duty during the period of standby (e.g., Weekend Standby: Friday 1700 to Monday 0700 = 62 hours. Employee called back for a total of 6 hours; $62 - 6 = 56$ total hours on standby $6 = 9.3$ hours of straight time compensation).

ARTICLE 6.6 MILEAGE

Any employee authorized to use his/her own vehicle, pursuant to Division 4, Chapter 5, Article 2 of the Los Angeles Administrative Code, in the performance of his/her duties, shall be reimbursed for his/her transportation expenses at the then current IRS rate for each mile traveled in any biweekly pay period.

During the term of this MOU, the cents per mile reimbursement shall be increased or decreased to an amount equal to the annual standard car mileage allowance as determined by the Internal Revenue Service. The City Administrative Officer shall certify to the Controller appropriate changes, if required, to become effective the beginning of the pay period in which January 1 falls.

ARTICLE 6.7 PREMIUM PAY NOTES

Premium pay notes designated as "N" (night premium) and "H" (hazard premium) shall be paid in accordance with Sections 4.61 and 4.74 of the Los Angeles Administrative Code.

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

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

2. Any Carpenter working in the Harbor Department and assigned to install/remove fencing and required to use rock drills and air tools, while performing this work, shall receive a non-pensioned based one premium level bonus (2.75%) for each day so assigned.
3. Pile Driver Workers who are regularly assigned to the Barge to drive or repair piles, shall receive a one premium level bonus (2.75%), pension based, and an additional 2.75% bonus, non-pension based, in addition to all other compensation.

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

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

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

ARTICLE 6.8 CALL BACK PAY

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

ARTICLE 6.9 ACTING PAY ASSIGNMENTS

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

A. Absence at Higher Level Position

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

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

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

B. Vacant Higher Level Position

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

C. Status Review

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

Management will review the acting assignment with the employee. At that time, the employee may request to be removed from the acting assignment.

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

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

D. Compensation

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

ARTICLE 6.10 LEAD ASSIGNMENT PAY

Non-supervisory employees (employees whose classification or paygrade description does not include supervisory duties) who are designated and assigned by Management to act as lead workers over other employees in the same classification or paygrade, either on a regularly assigned or on a daily basis, shall receive compensation at the second premium level rate (5.5%) above the appropriate step of the salary range prescribed for the class, while so assigned.

The designation, redesignation or removal of a lead assignment shall be a Management prerogative and may occur any time Management deems it appropriate. Such Management decisions shall be final and conclusive and shall not be subject to the grievance procedure herein. Nothing in this Section, however, is intended to deny the premium payment specified herein to an employee who has been assigned, has qualified and has performed the lead assignment in accordance with the provisions of this Article.

ARTICLE 6.11 DISTURBANCE CALLS

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

2. Effective January 1, 2011, Unit employees at step 5 of the salary range who received the adjustment provided for in C.1. above shall receive an additional salary adjustment of 2.75% twelve months after receiving the adjustment in C.1.
3. Effective January 1, 2012, Unit employees at step 5 of the salary range who received the adjustment provided for in C.2. above shall receive an additional salary adjustment of 2.75% twelve months after receiving the adjustment in C.2.

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

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

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

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

E. Employees with Intermittent Status

1. Effective January 1, 2010, Unit employees with intermittent status with at least 1000 hours of compensated time subsequent to July 1, 2007 shall receive a salary adjustment of 2.75%.
2. Effective January 1, 2011, Unit employees with intermittent status with 1000 hours of compensated time subsequent to the 2.75% adjustment provided for in E.1. above shall receive an additional salary adjustment of 2.75%.
3. Effective January 1, 2012, Unit employees with intermittent status with 1000 hours of compensated time subsequent to the 2.75% adjustment provided for in E.2. above shall receive an additional salary adjustment of 2.75%.

ARTICLE 6.2 OVERTIME

Section I - Management Authority

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

Section II - Distribution of Overtime

Management will attempt to assign overtime work as equitably as possible among all qualified employees in the same classification in the same organizational unit and work location. In the assignment of overtime under this provision, however, Management may consider special skills required to perform particular work. No employee shall work overtime without prior approval from his/her supervisor. Unofficial overtime (white time) is absolutely prohibited. FLSA non-exempt employees may not work outside of scheduled working hours, or during unpaid meal periods, without the prior written approval of a supervisor, consistent with department policy. Failure to secure prior approval may result in discipline.

Section III - Rate of Overtime Compensation

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

Section IV - Overtime Meal Allowance

Whenever the City requires an employee to work at least four (4) hours in excess of the employee's regularly scheduled work shift on a normal work day, or at least four (4) hours in excess of an overtime work shift on a normal work day off, then the employee shall be paid an overtime meal allowance. Said overtime meal allowance shall be \$8.25.

Section V – Compensated Time Off

Employees shall be permitted to accumulate up to 80 hours of compensated time and take such accumulated time off for overtime worked upon request unless granting of such time would "unduly disrupt" the operations of the City department. This standard does not apply

to non-FLSA overtime (i.e. overtime earned pursuant to this MOU, but which does not meet the FLSA definition of overtime).

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

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

ARTICLE 6.3 JURY SERVICE

An employee duly summoned to attend any court of competent jurisdiction for the purpose of performing jury service shall, for those days during which jury service is actually performed and those days necessary to qualify for jury service, receive his/her regular salary. Provided, however, that 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. Should said employee fail to deposit jury attendance fees as required by this Article within thirty (30) calendar days from the last day of jury service, the affected department, office, or bureau shall notify the Controller of the amount of such non-deposit and the Controller shall deduct an equivalent amount from the employee's paycheck.

During the time the employee is actually reporting for jury service, the head of the department, office, or bureau, or his/her designee will convert the employee's usual shift to a regular five-day, Monday through Friday day shift. The employee will report for work to his/her department, office, or bureau on any day of his/her converted shift that he/she is not required by the court to perform jury service. The absence of the employee for the purpose of performing jury service shall be deemed to be an authorized absence with pay within the meaning of Section 4.75 of the LAAC.

ARTICLE 6.4 SUBPOENAED WITNESS COMPENSATION

- A. Subject to exceptions and provisions of paragraphs 2, 3, and 4 of this Article, whenever an employee is subpoenaed to appear as a witness, that employee will be granted a leave of absence with pay calculated pursuant to this Article. Such an

employee will be paid the difference between the pay he/she regularly receives for a normal working day (without considering any potential overtime pay he/she may have received) and the amount he/she receives as witness fees. Any money received as compensation for mileage is not to be considered as part of the employee's witness fees.

B. This Article does not apply to any employee:

1. Subpoenaed to appear in any proceeding as a litigant or as an expert witness;
2. Subpoenaed to appear as a witness in any action brought about as a result of his/her own misconduct, or brought about through his/her connivance;
3. Making an appearance for which he/she receives compensation in excess of his/her regular earnings; or
4. Subpoenaed to appear or appearing during his/her off duty hours.

C. The Police Department may reschedule an employee so that his/her subpoena does not conflict with his/her hours of work; arrange with the subpoenaing authority to place the employee in an "on call" status; or reschedule an employee subpoenaed to appear during off duty hours to alternate hours.

D. All Departments other than the Police Department may so reschedule with the consent of the subpoenaed employee.

ARTICLE 6.5 STANDBY PAY

Section I

The following Section I provision is in effect from September 1, 2007 through the end of the payroll period preceding Council adoption of this MOU:

Persons employed in this Unit who are subject to call during the employee's off-duty hours on a regularly scheduled work day, or anytime during the employees' regularly scheduled off-duty day, shall receive, when assigned to standby, in addition to any other compensation provided for herein, the sum of \$15.00 for each day of such assignment.

The following Section I provision shall apply to employees assigned to standby on or after the start of the payroll period following Council adoption of this MOU:

Persons employed in this Unit who are subject to call during the employee's off-duty hours on a regularly scheduled work day, or anytime during the employees' regularly scheduled off-duty day, shall receive, when assigned to standby, in addition to any other compensation provided for herein, the sum of \$2.00 for each hour assigned to standby. When called and required to report to work, the employee will be compensated in accordance with Article 6.8 of this MOU. Employees will not receive pay of \$2.00 per hour for any time the employee is receiving call back pay.

Section II

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

Section III

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

Section IV

Notwithstanding the above, employees in the Police Department in the class of Communication Electrician, Code 3686, shall receive standby compensation at the rate specified below when assigned to standby during their off-duty hours:

Communication Electricians assigned to standby on weekends or holidays shall receive one hour compensation at straight time for every six hours they are required to standby. Employees assigned to weekday standby will not be compensated for standby time.

Management will attempt to assign standby duty as equitably as possible among all qualified employees in the same classification in the same organizational unit and work provision. However, management may consider special skills required to perform particular work.

Employees required to standby will be at home and will provide their supervisors with a telephone number, or be within range where they can be contacted by a pager if so equipped. Employees must be able to respond to Parker Center within an hour of being

summoned. Employees who refuse standby assignments or fail to respond as provided herein may be subject to discipline.

Compensation for standby periods shall be at the discretion of the Chief or Police by cash payment or by time off. For purposes of computing the amount of compensation due for time spent on duty, the time spent on duty will commence at the time the individual reports to the designated place of assignment and will terminate the time when the employee is released from duty. Under no condition will time be allowed for travel (portal-to-portal).

Employees who are required to report for duty shall be compensated in accordance with Article 6.8 of this Memorandum of Understanding. Compensation for the time spent on duty during the period of standby (e.g., Weekend Standby: Friday 1700 to Monday 0700 = 62 hours. Employee called back for a total of 6 hours; $62 - 6 = 56$ total hours on standby $6 = 9.3$ hours of straight time compensation).

ARTICLE 6.6 MILEAGE

Any employee authorized to use his/her own vehicle, pursuant to Division 4, Chapter 5, Article 2 of the Los Angeles Administrative Code, in the performance of his/her duties, shall be reimbursed for his/her transportation expenses at the rate of **forty eight and one half cents (\$48½) for each mile** traveled in any biweekly pay period.

During the term of this MOU, the cents per mile reimbursement shall be increased or decreased to an amount equal to the annual standard car mileage allowance as determined by the Internal Revenue Service. The City Administrative Officer shall certify to the Controller appropriate changes, if required, to become effective the beginning of the pay period in which January 1 falls.

ARTICLE 6.7 PREMIUM PAY NOTES

Premium pay notes designated as "N" (night premium) and "H" (hazard premium) shall be paid in accordance with Sections 4.61 and 4.74 of the Los Angeles Administrative Code.

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

1. A. Current Loop Crew employees, named in Appendix H, shall continue to receive a 5.5% bonus: 2.75% pension based and 2.75% non-pension based for as long as they are assigned to said crew and the composition of the work and the crew remain the same. (Building Trade Members) Any operational change reducing the noise below 85 decibels shall cause the bonus to be

eliminated. Elimination of this bonus due to a reduction in noise below 85 decibels is not grievable or arbitrable.

- B. However, all new hires (including current vacancies) after February 6, 2002, to the Loop Crew shall receive only a 2.75% bonus, pension based, only so long as they remain assigned to a Loop Crew.
- 2. Any Carpenter working in the Harbor Department and assigned to install/remove fencing and required to use rock drills and air tools, while performing this work, shall receive a one premium level bonus (2.75%) for each day so assigned.
- 3. Pile Driver Workers who are regularly assigned to the Barge to drive or repair piles, shall receive a one premium level bonus (2.75%), pension based, and an additional 2.75% bonus, non-pension based, in addition to all other compensation.

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

- 4. Any Electrician, Code 3863, working at the Airport, who performs electrical repairs on the airfield landing area between the runways, shall receive a one premium level bonus (2.75%) for each day so assigned. Operative at the beginning of the payroll period following Council adoption of this MOU, any Electrical Craft Helper, Code 3799, working at the Airport, who performs electrical repairs on the airfield landing area between the runways, shall receive a one premium level bonus (2.75%) for each day so assigned.
- 5. Resolution over disputes of this bonus shall be considered a management right and therefore are not subject to grievances or arbitration.

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

ARTICLE 6.8 CALL BACK PAY

The following provision is in effect from September 1, 2007 through the end of the payroll period preceding Council adoption of this MOU:

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

The following provisions shall apply to employees called on or after the start of the payroll period following Council adoption of this MOU:

Whenever Management orders an employee to return to duty following the termination of his/her work shift and departure from his/her work location, the employee shall receive a minimum payment equivalent to four hours of work at the rate of time and one-half (1 ½) his/her regular rate of pay. Compensated time shall begin at the time the employee is called out and end upon completion of the job. This compensated time includes a maximum of one (1) hour travel time to the job location.

ARTICLE 6.9 ACTING PAY ASSIGNMENTS

The following provisions are in effect from September 1, 2007 through the end of the payroll period preceding Council adoption of this MOU:

- A. Whenever Management assigns a non-supervisory employee as an acting on-site supervisor in the temporary absence of a full-time supervisor, such employee shall become eligible for additional compensation upon completion of a qualifying period of fifteen (15) working days in such assignment at his/her regular hourly rate of compensation.
- B. Starting with the first working day following completion of a qualifying period, the employee shall receive the first premium level rate above the appropriate step rate of the salary prescribed for his/her class, for each day on duty as an acting on-site supervisor.
- C. Each acting pay assignment shall require completion of a new qualifying period each fiscal year, except that an assignment that continues into a new fiscal year shall not require a new qualifying period for that assignment.
- D. Any Management determination or decision pertaining to the implementation, interpretation, application, administration or cancellation of any or all the provisions

of this Article shall be final and conclusive and shall not be subject to the grievance procedure herein.

The following provisions shall apply to employees assigned on or after the start of the payroll period following Council adoption of this MOU:

A. Absence at Higher Level Position

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

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

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

B. Vacant Higher Level Position

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

C. Status Review

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

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

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

D. Compensation

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

ARTICLE 6.10 ANNUAL SALARY/ECONOMIC BENEFITS ADJUSTMENTS

- A. The CAO will ascertain by May 15 of each year, the hourly wage rates and supplementary compensation that will be in effect in contract construction employment agreements for craft(s) journey level on July 1 of each year. Such information together with a comparison of the biweekly wage rates and supplementary compensation provided City employees shall be provided to the Union as soon as it is available. It is the intent of the parties that such information will provide the basis for negotiations and annual salary and economic benefits adjustments during the term of this MOU.
- B. In the event that a craft rate is under negotiations in the private industry sector and information on the settlement is not timely available, the parties hereto agree that the last offer from construction industry management will be the information used in negotiating the hourly wage rate for said classification, provided such information is available. If such information is not available, the CAO will develop a rate for purposes of negotiations, by using the average percent increase for the employees covered by such other craft contracts as are used in calculating City rates, provided said contracts cover at least sixty percent (60%) of the employees in the Unit. Upon agreement between the parties as to the appropriate salary or wage for said craft(s), the CAO shall recommend to the City Council for implementation on July 1 of each fiscal year during the term of this MOU, the salary(s) or wage rate(s) negotiated in accordance with the provisions of this Article.

ARTICLE 6.11 LEAD ASSIGNMENT PAY

The following provisions shall apply to employees assigned on or after the start of the payroll period following Council adoption of this MOU:

Non-supervisory employees (employees whose classification or pay grade description does not include supervisory duties) who are designated and assigned by Management to act as lead workers over other employees in the same classification or paygrade, either on a regularly assigned or on a daily basis, shall receive compensation at the second premium level rate (5.5%) above the appropriate step of the salary range prescribed for the class, while so assigned.

The designation, redesignation or removal of a lead assignment shall be a Management prerogative and may occur any time Management deems it appropriate. Such Management decisions shall be final and conclusive and shall not be subject to the grievance procedure herein. Nothing in this Section, however, is intended to deny the premium payment specified herein to an employee who has been assigned, has qualified and has performed the lead assignment in accordance with the provisions of this Article.

ARTICLE 6.12 DISTURBANCE CALLS

The following provisions shall apply to employees called on or after the start of the payroll period following Council adoption of this MOU:

Whenever an employee is contacted while on off-duty status by the Department/City to furnish information or take action needed to maintain the continuity of City business, without the necessity of having to personally report for duty, such employee shall receive a minimum of one hour of compensation at the overtime rate of time and one-half (1 ½) in cash for each such incident. Work in excess of one (1) hour shall be treated in accordance with the call back provisions of the MOU and subject to the following limitation:

Any employee receiving Standby Pay compensation for the same day shall not be eligible to receive compensation under this Article for that day.

ARTICLE 6.13 SALARY STEP ADVANCEMENT

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

FULL-TIME EMPLOYEES

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

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

B. Subsequent Step Advancement

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

C. Extension of Step Advancement Date – Uncompensated Hours

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

D. Consecutive Appointments within a 12 Month Period

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

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

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

**MOU 3
NOTES TO SALARY APPENDICES**

The following notes shall apply to all eligible employees:

- A. Notwithstanding Section 4.61, Salary Notes Applicable to the Library Department, Note 5 and Section 4.92(f)(2), Salary Step Advancement, the initial salary step advancement for a part-time employee (half-time, but less than full-time) exempted from Civil Service provisions by Charter Section 1001(d)(4) in a position compensated on salary range shall be in the payroll period following the completion of 1,040 regular paid hours and twelve months of service. Each subsequent step advancement shall be in the payroll period following the completion of 1,040 additional regular paid hours and one additional year of service. Hours of service in excess of those required for step advancement in a 12-month time period shall be carried forward for credit in the next 12-month time period.
- B. All employees in the class of Community and Administrative Support Worker I, Code 1112, shall be paid at the appropriate minimum wage as set forth by the Federal and State Government, whichever is higher.

Any person employed in the class of Community and Administrative Support Worker I, Code 1112, in the Department of Aging who is a Program Monitor Trainee enrolled in the Senior Community Service Employment Program shall receive, in addition to his/her regular compensation, two dollars (\$ 2.00) per hour.

- C. Any employee in the class of Communications Information Representative III, Code 1461-3, assigned to a safety dispatch function in the Department of Transportation, Department of Airports, or Police Department who is required to train new employees more than 50% of the time in any one day shall receive salary at the first premium level rate (2.75%) above the appropriate step rate of the salary range for the class for each day so assigned. Additional compensation is non-pensionable.

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

- D. One employee in the class of Wharfinger I, Code 1190-1, who is assigned the duties of translating manifests and/or bills of lading received in Spanish to the English language, shall receive salary while so assigned, at the second premium level rate (5.5%) above the appropriate step rate of the salary range for the class. Additional compensation is pensionable.
- E. The salary range for the class of Senior Administrative Clerk, Code 1368-3, includes full compensation for night shift differentials and all time worked on

holidays. Any person in the class of Senior Administrative Clerk, filling a position of Senior Administrative Clerk, Code 1368-3, either from reassignment from within the Harbor Department, or transfer from any other City Department shall retain his/her present salary step and anniversary date upon such appointment.

- H. Senior Administrative Clerks, Code 1368-3, assigned as Port Pilot Dispatchers shall receive salary at the second premium level (5.5%) above the appropriate step rate of the salary range prescribed for the class. In addition, these employees will be compensated for each hour of work in excess of eighty (80) hours in the pay period at the overtime rate of time and one-half. Additional compensation is pensionable.
- G. Senior Administrative Clerks, Code 1368-3, assigned as Port Police Dispatchers shall receive salary at the second premium level (5.5%) above the appropriate step rate of the salary range prescribed for the class. In addition, these employees will be compensated for each hour or work in excess of forty (40) hours in a workweek, including all absences with pay authorized by law, at the rate of time and one-half hours for each hour of overtime worked. Additional compensation is pensionable.

The following notes shall apply to employees in the Office of Finance only:

- H. Any person employed in the class of Administrative Clerk, Code 1358, when assigned duties as a cashier at least 80% of his/her time in any one day, shall receive salary at the fourth premium level rate above the appropriate step rate of the salary range prescribed for that class. Additional compensation is non-pensionable.
- I. Any Senior Administrative Clerk, Code 1368, or Administrative Clerk, Code 1358, who is assigned by Management in the Office of Finance to provide direct services to taxpayers for 50% or more of his/her time in any one day at the Central, One Stop, San Pedro, Westchester, Watts, Hollywood, West Los Angeles, Van Nuys offices, or other Management designated sites, shall receive salary at the second premium level rate above the appropriate step of the salary range prescribed for the class for each day so assigned. Direct Services involve real-time communication either in person or via the telephone to perform the following duties: establishing and processing new, renewal, change or cancellation of business tax accounts and permits and/or advising applicants or taxpayers concerning the interpretation and application of ordinances and government codes which pertain to the classification and issuance of business tax certificates, licenses or permits. Additional compensation is non-pensionable.

The following notes shall apply to employees in the Police Department only:

- J. When an employee in the class of Senior Administrative Clerk, Code 1368, who is regularly assigned to the Police Department Records and Identification Division or Training Division, Operations Support Unit, is regularly assigned to operate a remote data entry and recall system (e.g., Video 370 CRT), such employee shall receive salary at the first premium level rate (2.75%) above the appropriate step rate of the salary range for his/her class. Additional compensation is pensionable.
- K. Employees in the class of Administrative Clerk, Code 1358, and Senior Administrative Clerk, Code 1368, who are regularly assigned to an Area Records Unit shall receive salary at the third premium level rate (8.25%) above the appropriate step rate of the salary range for the class. Additional compensation is pensionable.
- L. Employees in the class and pay grades of Police Service Representative II and III, Codes 2207-2 and 2207-3, when assigned (permanent or temporary) to the Communications Division shall be eligible for one "Dispatch Floor" bonus, as follows:
 - 1. Employees with more than five (5) years of aggregate service in the Communications Division, shall receive salary at the second premium level (5.5%) above the appropriate step rate of the salary range prescribed for their class and pay grade. For the purpose of determining eligible years of service in the Communications Division, absences during a qualifying assignment of up to seven consecutive deployment periods shall be included in the qualifying years of service. However, absences contiguous to, and in excess of, seven consecutive deployment periods shall be excluded from the qualifying time and must be made up before being eligible to receive the bonus. (Absences include paid or unpaid time off due to family/medical leave, sick leave, IOD/Workers' Compensation, jury duty, military leave, and personal leaves of absence.) Additional compensation is pensionable.
 - 2. Employees with more than seven (7) years of aggregate service in the Communications Division shall receive salary at the third premium level (8.25%) above the appropriate step rate of the salary range prescribed for their class and pay grade. After qualifying for the five-year "Dispatch Floor" bonus described in N.1. above, for the purpose of determining eligible years of service in the Communications Division for the sixth and seventh years, absences during a qualifying assignment of up to seven consecutive deployment periods shall be included in the qualifying years of service. However, absences contiguous to, and in excess of, seven

consecutive deployment periods shall be excluded from the qualifying time (during the sixth and seventh years) and must be made up before being eligible to receive the bonus. (Absences include paid or unpaid time off due to family/medical leave, sick leave, IOD/Workers' Compensation, jury duty, military leave, and personal leaves of absence.) Additional compensation is pensionable.

3. Employees with more than nine (9) years of aggregate service in the Communications Division shall receive salary at the fourth premium level (11.0%) above the appropriate step rate of the salary range prescribed for their class and pay grade. After qualifying for the seven-year "Dispatch Floor" bonus described in N.2. above, for the purpose of determining eligible years of service in the Communications Division for the eighth and ninth years, absences during a qualifying assignment of up to seven consecutive deployment periods shall be included in the qualifying years of service. However, absences contiguous to, and in excess of, seven consecutive deployment periods shall be excluded from the qualifying time (during the eighth and ninth years) and must be made up before being eligible to receive the bonus. (Absences include paid or unpaid time off due to family/medical leave, sick leave, IOD/Workers' Compensation, jury duty, military leave, and personal leaves of absence.) Additional compensation is pensionable.
- M. Any employee in the class of Police Service Representative, Code 2207, who is assigned to the Emergency Board in the Metro Communications Dispatch Center (MCDC) or Valley Communications Dispatch Center (VCDC), and communicates with the public in the Spanish language, shall receive salary at the first premium level rate (2.75%) above the appropriate step rate of the salary range for the class, in addition to any other compensation provided to the employee under provisions of Section 4.84 of the LAAC. Additional compensation is pensionable.
- M. Any employee in the class of Police Service Representative, Code 2207, assigned to the MCDC or VCDC in the Communications Division who, prior to July 5, 1995 received salary at the first premium level rate (2.75%) above the appropriate step rate of the salary range for the class for the training of citizen volunteers who communicate in the Spanish language, and who is still employed as a PSR in the MCDC or VCDC, shall continue to receive that one premium level rate (2.75%). Further, any employee hired into the class of Police Service Representative, Code 2207, for that purpose prior to July 5, 1995 shall also continue to receive that one premium level rate. Employees hired into the class of Police Service Representative, Code 2207, subsequent to July 5, 1995 will not be eligible for the additional compensation provided under this note. All employees who receive the additional compensation under this note shall be

considered to be on call for as-needed training of citizen volunteers, and shall not qualify for any other additional compensation for that duty. Additional compensation is pensionable.

- N. Three employees in the class of Senior Administrative Clerk, Code 1368, who are assigned to the Training Division and are required to train department personnel in the use of automated systems, each such employee shall receive salary at the second premium level rate (5.5%) above the appropriate step rate of the salary range for the class. Additional compensation is pensionable.
- O. Notwithstanding Section 4.91 of the LAAC, any employee, who after having occupied a position in the class of Police Service Representative, Code 2207, for less than one year is assigned or appointed to a position in a class covered by this MOU in a lower salary range than Police Service Representative, shall upon such assignment be entitled to receive salary at the step to which such employee would have been eligible had he/she not occupied a position in the class of Police Service Representative.
- P. Employees in the class of Fingerprint Identification Expert, Code 1157, who possess a current Tenprint Examiner Certification issued by the International Association of Identification, shall receive a fixed biweekly bonus of \$15.00. This bonus shall commence at the beginning of the payroll period next succeeding the date the employee presents satisfactory proof of certification to the appointing authority. Additional compensation is non-pensionable.

The following notes shall apply to employees in the Department of Public Works only:

- Q. Any employee in the class of Administrative Clerk, Code 1358 who is regularly assigned to process requests for service, or who is assigned to process requests for service more than 50% of his/her time in any one day, in the Service Request Section of the Bureau of Street Services, Department of Public Works, shall receive salary at the appropriate step of the salary range for Communications Information Representative II, Code 1461-2. When regularly assigned, this bonus is pensionable. When assigned on an hourly or daily basis, this bonus is non-pensionable.
- R. Any employee in the class of Administrative Clerk, Code 1358, who is regularly assigned to process requests for service, or who is assigned to process requests for service more than 50% of his/her time in any one day, through the 800 Hotline phone number in the Solid Resources Collection Division of the Bureau of Sanitation, Department of Public Works, shall receive salary at the appropriate step of the salary range for Communications Information Representative II, Code

1461-2. When regularly assigned, this bonus is pensionable. When assigned on an hourly or daily basis, this bonus is non-pensionable.

- S. Any employee in the class of Administrative Clerk, Code 1358, who is regularly assigned to process requests for service, or who is assigned to process requests for service more than 50% of his/her time in any one day, in the Sewer Service Charge (SSC) Refund and Public Information Section (Financial Management Division) of the Bureau of Sanitation, Department of Public Works, shall receive salary at the appropriate step of the salary range for Communications Information Representative II, Code 1461-2. When regularly assigned, this bonus is pensionable. When assigned on an hourly or daily basis, this bonus is non-pensionable.
- T. Any employee in the class of Senior Administrative Clerk, Code 1368, who is regularly assigned to supervise and process requests for service, or who is assigned to supervise and process requests for service more than 50% of his/her time in any one day, in the Service Request Section of the Bureau of Street Services, Department of Public Works, shall receive salary at the fifth premium level above the appropriate step rate of the salary range prescribed for the class. When regularly assigned, this bonus is pensionable. When assigned on an hourly or daily basis, this bonus is non-pensionable.
- U. Any employee in the class of Senior Administrative Clerk, Code 1368, who is regularly assigned to supervise and process requests for service, or who is assigned to supervise and process requests for service more than 50% of his/her time in any one day, through the 800 Hotline phone number in the Solid Resources Collection Division of the Bureau of Sanitation, Department of Public Works, shall receive salary at the fifth premium level above the appropriate step rate of the salary range prescribed for the class. When regularly assigned, this bonus is pensionable. When assigned on an hourly or daily basis, this bonus is non-pensionable.
- V. Any employee in the class of Senior Administrative Clerk, Code 1368, who is regularly assigned to supervise and process requests for service, or who is assigned to supervise and process requests for service more than 50% of his/her time in any one day, in the Sewer Service Charge (SSC) Refund and Public Information Section (Financial Management Division) of the Bureau of Sanitation, Department of Public Works, shall receive salary at the fifth premium level above the appropriate step rate of the salary range prescribed for the class. When regularly assigned, this bonus is pensionable. When assigned on an hourly or daily basis, this bonus is non-pensionable.
- W. Employees assigned to the West Los Angeles Office, the Valley Office, or the Central District Office of the Bureau of Engineering in the class of Senior Administrative Clerk, Code 1368, when assigned by Management to interpret the

permit related provisions of the Municipal Code, the Bureau Permit Manuals and Policies, and to independently issue S, A, B, Street Use, and S FC permits based on authority from engineering staff for 50% or more of his/her time in any one day shall be compensated at the second premium level above the appropriate step of the salary range prescribed for the class for each day so assigned. When regularly assigned, this bonus is pensionable. When assigned on an hourly or daily basis, this bonus is non-pensionable.

The following notes shall apply to employees in the Library Department only:

- X. Any person in the class of Delivery Driver II, Code 1121-2, when assigned as a relief driver to drive a vehicle weighing two tons or more, on a delivery run which includes loading and unloading of that vehicle, within the same working day, for each day so assigned shall receive salary at the second premium rate (5.5%) above the appropriate step rate of the salary range for the class. This provision shall be limited to a maximum of two (2) persons in the class of Delivery Driver II, per vehicle, per working day, when so assigned. Additional compensation is non-pensionable.
- Y. Any employee assigned by Management to perform duties related to the acquisition or cataloging of Library materials which require the use of a language other than English for the translation or transliteration of such materials, shall receive, in addition to his/her regular compensation, seven dollars (\$7.00) for each day so assigned. Additional compensation is non-pensionable.

The following notes shall apply to employees in the Department of Building and Safety only:

- Z. Any person employed in the class of Administrative Clerk, Code 1358, when assigned duties as a cashier at least 80% of the time in any one day, shall receive salary at the fourth premium level rate above the appropriate step rate of the salary range prescribed for the class. When regularly assigned, this bonus is pensionable. When assigned on an hourly or daily basis, this bonus is non-pensionable.
 - AA. Any person employed in the class of Administrative Clerk, Code 1358, when assigned as a relief cashier on an intermittent basis, less than 80% of the time as indicated in Note "Y" above, shall receive salary at the second premium level rate above the appropriate step rate of the salary range prescribed for the class, for each hour worked in such assignment. When regularly assigned, this bonus is pensionable. When assigned on an hourly or daily basis, this bonus is non-pensionable.
- Note:** Only one Administrative Clerk in each district and branch office will be assigned as the office relief cashier and will be eligible to receive this bonus. An

Administrative Clerk being trained, as a relief cashier, shall also be eligible to receive this bonus for each hour worked in such training. Additional compensation is non-pensionable.

- BB. Any employee in the class of Administrative Clerk, Code 1358, or Clerk Stenographer, Code 1321 who is regularly assigned to process requests for service, or who is assigned to process requests for service more than 50% of his/her time in any one day, through the LADBS Subject Specialty Group phone number for the Department of Building & Safety, shall receive salary at the appropriate step of the salary range for Communications Information Representative II, Code 1461-2. When regularly assigned, this bonus is pensionable. When assigned on an hourly or daily basis, this bonus is non-pensionable.
- CC. Any employee in the class of Senior Administrative Clerk, Code 1368, who is regularly assigned to supervise and process requests for service, or who is assigned to supervise and process requests for service more than 50% of his/her time in any one day, through the LADBS Subject Specialty Group phone number for the Department of Building & Safety, shall receive salary at the fifth premium level above the appropriate step rate of the salary range prescribed for the class. When regularly assigned, this bonus is pensionable. When assigned on an hourly or daily basis, this bonus is non-pensionable.

The following note shall apply to employees of the Department of Building and Safety Express Permits only:

- DD. Any employee in the class of Administrative Clerk, Code 1358, who is regularly assigned to process and approve the issuance of building, electrical, plumbing, and mechanical Express Permits involving the knowledge of the City of Los Angeles and State of California regulations related to the issuance of Express Permits, more than 50% of his/her time in any one day, shall receive salary at the second premium level rate above the appropriate step rate of the salary range of the assigned class. When regularly assigned, this bonus is pensionable. When assigned on an hourly or daily basis, this bonus is non-pensionable.
- EE. Any employee in the class of Administrative Clerk, Code 1358, who is regularly assigned to process and approve the issuance of building, electrical, plumbing, and mechanical Express Permits involving the knowledge of the City of Los Angeles and State of California regulations related to the issuance of Express Permits, less than 50% of his/her time in any one day, shall receive salary at the second premium level rate above the appropriate step rate of the salary range of the assigned class for each hour or portion thereof worked in the Express Permits function of the Department of Building and Safety. When regularly

assigned, this bonus is pensionable. When assigned on an hourly or daily basis, this bonus is non-pensionable.

- FF. Any employee in the class of Senior Administrative Clerk, Code 1368, who is regularly assigned to process and approve the issuance of building, electrical, plumbing, and mechanical Express Permits involving the knowledge of the City of Los Angeles and State of California regulations related to the issuance of Express Permits, more than 50% of his/her time in any one day, or supervise employees performing this work more than 50% of their work day, shall receive salary at the second premium level rate above the appropriate step rate of the salary range of the assigned class. When regularly assigned, this bonus is pensionable. When assigned on an hourly or daily basis, this bonus is non-pensionable.
- GG. Any employee in the class of Senior Administrative Clerk, Code 1368, who is assigned to process and approve the issuance of building, electrical, plumbing, and mechanical Express Permits involving the knowledge of the City of Los Angeles and State of California regulations related to the issuance of Express Permits, less than 50% of his/her time in any one day, or supervise employees performing this work, shall receive salary at the second premium level rate above the appropriate step rate of the salary range of the assigned class for each hour or portion thereof worked in the Express Permits function of the Department of Building and Safety. Additional compensation is non-pensionable.

An Administrative Clerk or Senior Administrative Clerk is eligible to receive only one bonus under this section.

The following note shall apply to employees of El Pueblo de Los Angeles State Historic Monument only:

- HH. Members of this Unit who were employed by El Pueblo de Los Angeles State Historic Monument between May 17, 1977 and June 30, 1995 and who became members of LACERS on July 1, 1995 and who are not vested in LACERS at the time they separate from City service, but whose age and combined service with El Pueblo during the specified period and any other City service would have made him or her eligible for an unreduced retirement (had all of the time been covered under LACERS) shall be compensated for the balance of accumulated sick leave at full pay and 50% of full pay remaining unused at the date of separation in the same manner provided under LAAC Section 4.126 for retirements.

The following notes shall apply to employees in the Department of General Services only:

- II. Eleven employees in the class of SMS Payment Clerk, Code 1214, who are regularly assigned to perform SMS Pay cycle functions, conduct training of SMS Accounts, or review work completed by other SMS Payment Clerks, shall receive salary at the second premium level rate above the appropriate rate of the salary range prescribed for the class of SMS Payment Clerk, Code 1214. Additional compensation is pensionable.
- JJ. Whenever a Communications Information Representative, Code 1461, in the Department of General Services, is designated and assigned by Management to act as lead over another Communications Information Representative for over 50 percent of their work shift, he/she shall receive compensation at the second premium level rate above the appropriate step of the salary range prescribed for the class while so assigned. The designation, re-designation or removal of a lead assignment shall be a Management prerogative and may occur any time Management deems it appropriate. Additional compensation is non-pensionable.

The following note shall apply to employees in the Housing Department only:

- KK. Any Senior Administrative Clerk, Code 1368, or Administrative Clerk, Code 1358, who is assigned by Management in the Housing Department to provide direct services to citizens for 50% or more of his/her time in any one day at the various Housing Department offices or other Management-designated sites, shall receive salary at the second premium level rate above the appropriate step of the salary range prescribed for the class for each day so assigned. Direct services involve real-time communication in person at Housing Department public information counters performing the following duties: relaying information to the public in regards to the provisions of the Rent Stabilization Ordinance (RSO), SCEP Ordinance, Housing Code and relevant laws, and receiving and processing payments for rent and code enforcement program fees. When regularly assigned, this bonus is pensionable. When assigned on an hourly or daily basis, this bonus is non-pensionable.

The following note shall apply to employees in the City Attorney's Office:

- LL. Effective January 1, 2008, employees at the Legal Secretary I level shall be advanced to the Legal Secretary II level upon completion of twenty-four (24) consecutive months of service and an overall satisfactory evaluation. The parties agree that evaluations must have been completed no later than thirty (30) calendar days after the employee's twenty-four (24) month anniversary date. Failure to complete an evaluation prior to that date shall result in an automatic promotion after twenty-four (24) consecutive months of service.

The following notes shall apply to employees in the Department of Airports and Department of Transportation only:

- MM. Any Communications Information Representative III, Code 1461-3, regularly assigned to a safety dispatch center within the Department of Airports or Department of Transportation, shall receive compensation at the second premium level rate above the appropriate step of the salary range prescribed for the class while so assigned. Additional compensation is pensionable.

The following note shall apply to employees in any department in the classification of Accounting Clerk only:

- NN. Effective at the start of the pay period following City Council adoption of the 2015-2018 MOU, Pay Grades I and II in the classification of Accounting Clerk shall be consolidated (class codes 1223-1 and 1223-2 shall be replaced by class code 1223-0). All employees in this classification will be on the same salary range, and will not have a differentiation in levels of duties.
1. Employees in Pay Grade I will be moved to the approved salary range for Accounting Clerk II. Movement will result in the Pay Grade I employee being moved to the same salary step number within the Pay Grade II salary range (i.e., Step 4 in salary range of Pay Grade I will move to Step 4 in salary range of Pay Grade II; Step 5 in salary range of Pay Grade 1 will move to Step 5 in salary range of Pay Grade II; and so on).
 2. All employees in Pay Grade I who are transitioned to the higher salary range of Pay Grade II will receive a new step anniversary date, upon the implementation of the new salary.

MOU 3
NOTES TO SALARY APPENDICES

The following notes shall apply to all eligible employees:

- A.1. Notwithstanding Section 4.61, Salary Notes Applicable to the Library Department, Note 5 and Section 4.92(f)(2), Salary Step Advancement, the initial salary step advancement for a part-time employee (half-time or more but less than full-time) exempted from Civil Service provisions by Charter Section 1001(d)(4) in a position compensated on salary range shall be in the payroll period following the completion of 520 hours and six months of service. Each subsequent step advancement shall be in the payroll period following the completion of 1040 additional hours and one additional year of service. Hours of service in excess of those required for step advancement in a time period shall be carried forward for credit in the next time period.
- A.2. Effective February 17, 2008, salary step advancement shall be in accordance with Article 64, Salary Step Advancement, Subsection F.

Intermittent employees shall be paid a rate corresponding to the entering step in the salary range for the classification in which the employee is employed. Full-time or half-time employees changing to intermittent status in the same civil service class shall continue to be paid at the same rate as which they were last paid while a full/half-time employee. Employees who are being compensated on a step in a salary range higher than that prescribed in this MOU shall receive salary at their existing rate until that rate meets or exceeds the rate prescribed by this MOU.

- B. Any employee who displaces, reverts or transfers to another classification to avoid layoff from the class of Data Entry Operator, Code 1433-1-2, shall receive salary at the rate of Data Entry Operator for a maximum of three years from the date of displacement, reversion or transfer. At the end of that three-year period such employee shall receive the salary for the position in which he/she is employed.
- C. All employees in the class of Community and Administrative Support Worker I, Code 1112, shall be paid at the appropriate minimum wage as set forth by the Federal and State Government, whichever is higher.

Any person employed in the class of Community and Administrative Support Worker I, Code 1112, in the Department of Aging who is a Program Monitor Trainee enrolled in the Senior Community Service Employment Program shall receive, in addition to his/her regular compensation, two dollars (\$ 2.00) per hour.

- D. Employees covered by this MOU shall not be eligible for adjusted salary under the provisions of LAAC Section 4.61, Schedule A, Note K.

- E. Any employee in the class of Communications Information Representative III, Code 1461-3, assigned to a safety dispatch function in the Department of Transportation, Department of Airports, or Department of General Services who is required to train new employees more than 50% of the time in any one day shall receive salary at the first premium level rate (2.75%) above the appropriate step rate of the salary range for the class for each day so assigned.

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

- F. One employee in the class of Wharfinger I, Code 1190-1, who is assigned the duties of translating manifests and/or bills of lading received in Spanish to the English language, shall receive salary while so assigned, at the second premium level rate (5.5%) above the appropriate step rate of the salary range for the class.
- G. The salary range for the class of Senior Clerk Typist, Code 1368-3, includes full compensation for night shift differentials and all time worked on holidays. Any person in the class of Senior Clerk Typist, filling a position of Senior Clerk Typist, Code 1368-3, either from reassignment from within the Harbor Department, or transfer from any other City Department shall retain his/her present salary step and anniversary date upon such appointment.
- H. Senior Clerk Typists, Code 1368-3, assigned as Port Pilot Dispatchers shall receive salary at the second premium level (5.5%) above the appropriate step rate of the salary range prescribed for the class. In addition, these employees will be compensated for each hour of work in excess of eighty (80) hours in the pay period at the overtime rate of time and one-half.
- I. Senior Clerk Typists, Code 1368-3, assigned as Port Police Dispatchers shall receive salary at the second premium level (5.5%) above the appropriate step rate of the salary range prescribed for the class. In addition, these employees will be compensated for each hour or work in excess of forty (40) hours in a workweek, including all absences with pay authorized by law, at the rate of time and one-half hours for each hour of overtime worked.

The following notes shall apply to employees in the Office of Finance only:

- J. Any person employed in the class of Clerk Typist, Code 1358, when assigned duties as a cashier at least 80% of his/her time in any one day, shall receive salary at the fourth premium level rate above the appropriate step rate of the salary range prescribed for that class.
- K. Any Senior Clerk Typist, Code 1368, or Clerk Typist, Code 1358, who is assigned by Management in the Office of Finance to provide direct services to taxpayers for 50% or more of his/her time in any one day at the Central, One Stop, San Pedro,

Westchester, Watts, Hollywood, West Los Angeles, Van Nuys offices, or other Management designated sites, shall receive salary at the second premium level rate above the appropriate step of the salary range prescribed for the class for each day so assigned. Direct Services involve real-time communication either in person or via the telephone to perform the following duties: establishing and processing new, renewal, change or cancellation of business tax accounts and permits and/or advising applicants or taxpayers concerning the interpretation and application of ordinances and government codes which pertain to the classification and issuance of business tax certificates, licenses or permits.

The following notes shall apply to employees in the Police Department only:

- L. When an employee in the class of Senior Clerk Typist, Code 1368, who is regularly assigned to the Police Department Records and Identification Division or Information Technology Division, Operations Support Unit, is regularly assigned to operate a remote data entry and recall system (e.g., Video 370 CRT), such employee shall receive salary at the first premium level rate (2.75%) above the appropriate step rate of the salary range for his/her class.
- M. Employees in the class of Clerk Typist, Code 1358, and Senior Clerk Typist, Code 1368, who are regularly assigned to an Area Records Unit shall receive salary at the third premium level rate (8.25%) above the appropriate step rate of the salary range for the class.
- N.1. The following provisions shall be effective from July 1, 2007 through the end of the pay period which includes the date the Council approves this MOU. Subsequent to that date, the provisions under N.2. shall apply.

When assigned (permanent or temporary) to the Metropolitan Dispatch Center (MDC) or Valley Dispatch Center (VDC) working as an Auxiliary Telephone Operator, Emergency Board Operator, Radio Telephone Operator, or Instructor/Bureau Communications Coordinator, employees in the class and pay grades of Police Service Representative II and III, Codes 2207-2 and 2207-3, shall be eligible for one "Dispatch Floor" bonus, as follows:

- 1. Employees with more than five (5) years of aggregate service in the Central Dispatch Center (CDC), MDC, and/or VDC working the above-listed assignments, shall receive salary at the second premium level (5.5%) above the appropriate step rate of the salary range prescribed for their class and pay grade. For the purpose of determining eligible years of service in CDC/MDC/VDC, absences during a qualifying assignment of up to seven consecutive deployment periods shall be included in the qualifying years of service. However, absences contiguous to, and in excess of, seven consecutive deployment periods shall be excluded from the qualifying time

and must be made up before being eligible to receive the bonus. (Absences include paid or unpaid time off due to family/medical leave, sick leave, IOD/Workers' Compensation, jury duty, military leave, and personal leaves of absence.)

2. Employees with more than seven (7) years of aggregate service in the CDC, MDC, and/or VDC working the above-listed assignments, shall receive salary at the third premium level (8.25%) above the appropriate step rate of the salary range prescribed for their class and pay grade. After qualifying for the five-year "Dispatch Floor" bonus described in N.1. above, for the purpose of determining eligible years of service in CDC/MDC/VDC for the sixth and seventh years, absences during a qualifying assignment of up to seven consecutive deployment periods shall be included in the qualifying years of service. However, absences contiguous to, and in excess of, seven consecutive deployment periods shall be excluded from the qualifying time (during the sixth and seventh years) and must be made up before being eligible to receive the bonus. (Absences include paid or unpaid time off due to family/medical leave, sick leave, IOD/Workers' Compensation, jury duty, military leave, and personal leaves of absence.)
3. Employees with more than nine (9) years of aggregate service in the CDC, MDC, and/or VDC working the above-listed assignments, shall receive salary at the fourth premium level (11.0%) above the appropriate step rate of the salary range prescribed for their class and pay grade. After qualifying for the seven-year "Dispatch Floor" bonus described in N.2. above, for the purpose of determining eligible years of service in CDC/MDC/VDC for the eighth and ninth years, absences during a qualifying assignment of up to seven consecutive deployment periods shall be included in the qualifying years of service. However, absences contiguous to, and in excess of, seven consecutive deployment periods shall be excluded from the qualifying time (during the eighth and ninth years) and must be made up before being eligible to receive the bonus. (Absences include paid or unpaid time off due to family/medical leave, sick leave, IOD/Workers' Compensation, jury duty, military leave, and personal leaves of absence.)

Police Service Representatives II and III who qualify for the "Dispatch Floor" bonus, as described above, shall continue receiving said bonus when they are loaned to a non-floor function, other than Classroom Instruction/Simulator (Police Service Representative III only) or Tape Room, in MDC or VDC for a period of time not to exceed two deployment periods. Police Service Representatives II who qualify for the "Dispatch Floor" bonus and who are loaned to the Tape Room, shall continue to receive said bonus for a period of time not to exceed twenty-six (26) deployment periods. During the loan periods described herein, members shall continue to accrue years of service

for purposes of qualifying for either the five, seven, or nine year "Dispatch Floor" bonus. Members who elect to remain in a non-floor MDC or VDC assignment beyond the two (2) deployment period, or twenty-six (26) deployment period for the Tape Room, shall not be entitled to receive any "Dispatch Floor" bonus, and accrual time for said bonus shall cease. Absent exigent circumstances Management will not require non-floor loans beyond two deployment periods (except the Tape Room which will not exceed 26 deployment periods). Should an employee request to remain in a non-floor loan assignment beyond these prescribed time periods, then the Dispatch Floor bonus will cease.

The "Dispatch Floor" bonus described above shall apply to Police Service Representatives assigned to the Transition Team (Lutricia Casaway, Maria Guerrero, Michele Hagerty, Leticia Ortiz, Maria Ramos, Linda Shepperd, Leslie Smith, and Mary Vega) and the Configuration Unit (Alessandra Casilio, Dora Corral, Alma Moore, Zena Racely). It is intended that the Transition Team and Configuration Unit assignments are temporary.

- N.2. Effective the start of the pay period following the date of Council approval of this MOU, the following provisions shall apply:

Employees in the class and pay grades of Police Service Representative II and III, Codes 2207-2 and 2207-3, when assigned (permanent or temporary) to the Communications Division shall be eligible for one "Dispatch Floor" bonus, as follows:

1. Employees with more than five (5) years of aggregate service in the Communications Division, shall receive salary at the second premium level (5.5%) above the appropriate step rate of the salary range prescribed for their class and pay grade. For the purpose of determining eligible years of service in the Communications Division, absences during a qualifying assignment of up to seven consecutive deployment periods shall be included in the qualifying years of service. However, absences contiguous to, and in excess of, seven consecutive deployment periods shall be excluded from the qualifying time and must be made up before being eligible to receive the bonus. (Absences include paid or unpaid time off due to family/medical leave, sick leave, IOD/Workers' Compensation, jury duty, military leave, and personal leaves of absence.)
2. Employees with more than seven (7) years of aggregate service in the Communications Division shall receive salary at the third premium level (8.25%) above the appropriate step rate of the salary range prescribed for their class and pay grade. After qualifying for the five-year "Dispatch Floor" bonus described in N.1. above, for the purpose of determining eligible years of service in the Communications Division for the sixth and seventh years,

absences during a qualifying assignment of up to seven consecutive deployment periods shall be included in the qualifying years of service. However, absences contiguous to, and in excess of, seven consecutive deployment periods shall be excluded from the qualifying time (during the sixth and seventh years) and must be made up before being eligible to receive the bonus. (Absences include paid or unpaid time off due to family/medical leave, sick leave, IOD/Workers' Compensation, jury duty, military leave, and personal leaves of absence.)

3. Employees with more than nine (9) years of aggregate service in the Communications Division shall receive salary at the fourth premium level (11.0%) above the appropriate step rate of the salary range prescribed for their class and pay grade. After qualifying for the seven-year "Dispatch Floor" bonus described in N.2. above, for the purpose of determining eligible years of service in the Communications Division for the eighth and ninth years, absences during a qualifying assignment of up to seven consecutive deployment periods shall be included in the qualifying years of service. However, absences contiguous to, and in excess of, seven consecutive deployment periods shall be excluded from the qualifying time (during the eighth and ninth years) and must be made up before being eligible to receive the bonus. (Absences include paid or unpaid time off due to family/medical leave, sick leave, IOD/Workers' Compensation, jury duty, military leave, and personal leaves of absence.)
- O. Any employee in the class of Police Service Representative, Code 2207, who is assigned to the Emergency Board in the Central Dispatch Center, and communicates with the public in the Spanish language, shall receive salary at the first premium level rate (2.75%) above the appropriate step rate of the salary range for the class, in addition to any other compensation provided to the employee under provisions of Section 4.84 of the LAAC.
- P. Any employee in the class of Police Service Representative, Code 2207, assigned to the Central Dispatch Center in the Communications Division who, prior to July 5, 1995 received salary at the first premium level rate (2.75%) above the appropriate step rate of the salary range for the class for the training of citizen volunteers who communicate in the Spanish language, and who is still employed as a PSR in the Central Dispatch Center, shall continue to receive that one premium level rate (2.75%). Further, any employee hired into the class of Police Service Representative, Code 2207, for that purpose prior to July 5, 1995 shall also continue to receive that one premium level rate. Employees hired into the class of Police Service Representative, Code 2207, subsequent to July 5, 1995 will not be eligible for the additional compensation provided under this note. All employees who receive the additional compensation under this note shall be considered to be on call for as-

needed training of citizen volunteers, and shall not qualify for any other additional compensation for that duty.

- Q. Three employees in the class of Senior Clerk Typist, Code 1368, who are assigned to the Training Division and are required to train department personnel in the use of automated systems, each such employee shall receive salary at the second premium level rate (5.5%) above the appropriate step rate of the salary range for the class.
- R. Notwithstanding Section 4.91 of the LAAC, any employee, who after having occupied a position in the class of Police Service Representative, Code 2207, for less than one year is assigned or appointed to a position in a class covered by this MOU in a lower salary range than Police Service Representative, shall upon such assignment be entitled to receive salary at the step to which such employee would have been eligible had he/she not occupied a position in the class of Police Service Representative.
- S. Effective the start of the payperiod following the date of Council approval of this MOU, employees in the class of Fingerprint Identification Expert, Code 1157, and Principal Fingerprint Identification Expert, Code 1158, who possess a current Tenprint Examiner Certification issued by the International Association of Identification shall receive a fixed biweekly bonus of \$15.00. This bonus shall commence at the beginning of the payroll period next succeeding the date the employee presents satisfactory proof of certification to the appointing authority.

The following notes shall apply to employees in the Department of Public Works only:

- T. Any employee in the class of Clerk Typist, Code 1358, or Clerk Stenographer, Code 1321, who is regularly assigned to process requests for service, or who is assigned to process requests for service more than 50% of his/her time in any one day, in the Service Request Section of the Bureau of Street Services, Department of Public Works, shall receive salary at the appropriate step of the salary range for Communications Information Representative II, Code 1461-2.

Any employee in the class of Clerk Typist, Code 1358, who is regularly assigned to process requests for service, or who is assigned to process requests for service more than 50% of his/her time in any one day, through the 800 Hotline phone number in the Solid Resources Collection Division of the Bureau of Sanitation, Department of Public Works, shall receive salary at the appropriate step of the salary range for Communications Information Representative II, Code 1461-2.

Any employee in the class of Clerk Typist, Code 1358, who is regularly assigned to process requests for service, or who is assigned to process requests for service

more than 50% of his/her time in any one day, in the Sewer Service Charge (SSC) Refund and Public Information Section (Financial Management Division) of the Bureau of Sanitation, Department of Public Works, shall receive salary at the appropriate step of the salary range for Communications Information Representative II, Code 1461-2.

Any employee in the class of Senior Clerk Typist, Code 1368, who is regularly assigned to supervise and process requests for service, or who is assigned to supervise and process requests for service more than 50% of his/her time in any one day, in the Service Request Section of the Bureau of Street Services, Department of Public Works, shall receive salary at the fifth premium level above the appropriate step rate of the salary range prescribed for the class.

Any employee in the class of Senior Clerk Typist, Code 1368, who is regularly assigned to supervise and process requests for service, or who is assigned to supervise and process requests for service more than 50% of his/her time in any one day, through the 800 Hotline phone number in the Solid Resources Collection Division of the Bureau of Sanitation, Department of Public Works, shall receive salary at the fifth premium level above the appropriate step rate of the salary range prescribed for the class.

Any employee in the class of Senior Clerk Typist, Code 1368, who is regularly assigned to supervise and process requests for service, or who is assigned to supervise and process requests for service more than 50% of his/her time in any one day, in the Sewer Service Charge (SSC) Refund and Public Information Section (Financial Management Division) of the Bureau of Sanitation, Department of Public Works, shall receive salary at the fifth premium level above the appropriate step rate of the salary range prescribed for the class.

- U. One employee assigned to the West Los Angeles Office of the Bureau of Engineering and one employee assigned to the Valley Office of the Bureau of Engineering in the class of Senior Clerk Typist, Code 1368, when assigned by Management to interpret the permit related provisions of the Municipal Code, the Bureau Permit Manuals and Policies, and to independently issue S, A, B, Street Use, and S FC permits based on authority from engineering staff for 50% or more of his/her time in any one day shall be compensated at the second premium level above the appropriate step of the salary range prescribed for the class for each day so assigned.

Effective the start of the payperiod following the date of Council approval of this MOU, this Note shall apply to a total of two Senior Clerk Typists assigned to the Valley Office of the Bureau of Engineering.

Effective the start of the payperiod following the date of Council approval of this MOU, this Note shall also apply to two employees in the class of Senior Clerk Typist, Code 1368, assigned to the Central District Office of the Bureau of Engineering.

The following notes shall apply to employees in the Library Department only:

- V. Any Library Department employee in the class of Delivery Driver I, Code 1121-1, or Delivery Driver II, Code 1121-2, who is assigned as a relief driver of a bookmobile shall, for each day so assigned, receive salary at the rate of the entering step of the salary range for the class of Truck Operator, Code 3583.
- W. Any person in the class of Delivery Driver II, Code 1121-2, when assigned as a relief driver to drive a vehicle weighing two tons or more, on a delivery run which includes loading and unloading of that vehicle, within the same working day, for each day so assigned shall receive salary at the second premium rate (5.5%) above the appropriate step rate of the salary range for the class. This provision shall be limited to a maximum of two (2) persons in the class of Delivery Driver II, per vehicle, per working day, when so assigned.
- X. Any employee assigned by Management to perform duties related to the acquisition or cataloging of Library materials which require the use of a language other than English for the translation or transliteration of such materials, shall receive, in addition to his/her regular compensation, seven dollars (\$7.00) for each day so assigned.

The following notes shall apply to employees in the Department of Building and Safety only:

- Y. Any person employed in the class of Clerk Typist, Code 1358, when assigned duties as a cashier at least 80% of the time in any one day, shall receive salary at the fourth premium level rate above the appropriate step rate of the salary range prescribed for the class.
- Z. Any person employed in the class of Clerk Typist, Code 1358, when assigned as a relief cashier on an intermittent basis, less than 80% of the time as indicated in Note "Y" above, shall receive salary at the second premium level rate above the appropriate step rate of the salary range prescribed for the class, for each hour worked in such assignment.

Note: Only one Clerk Typist in each district and branch office will be assigned as the office relief cashier and will be eligible to receive this bonus. A Clerk Typist being trained, as a relief cashier, shall also be eligible to receive this bonus for each hour worked in such training.

- AA. Any employee in the class of Clerk Typist, Code 1358, or Clerk Stenographer, Code 1321 who is regularly assigned to process requests for service, or who is assigned to process requests for service more than 50% of his/her time in any one day, through the LADBS Subject Specialty Group phone number for the Department of Building & Safety, shall receive salary at the appropriate step of the salary range for Communications Information Representative II, Code 1461-2.

Any employee in the class of Senior Clerk Typist, Code 1368, who is regularly assigned to supervise and process requests for service, or who is assigned to supervise and process requests for service more than 50% of his/her time in any one day, through the LADBS Subject Specialty Group phone number for the Department of Building & Safety, shall receive salary at the fifth premium level above the appropriate step rate of the salary range prescribed for the class.

- BB. The following note shall apply to employees of the Department of Building and Safety Express Permits only:

Any employee in the class of Clerk Typist, Code 1358, who is regularly assigned to process and approve the issuance of building, electrical, plumbing, and mechanical Express Permits involving the knowledge of the City of Los Angeles and State of California regulations related to the issuance of Express Permits, more than 50% of his/her time in any one day, shall receive salary at the second premium level rate above the appropriate step rate of the salary range of the assigned class.

Any employee in the class of Clerk Typist, Code 1358, who is regularly assigned to process and approve the issuance of building, electrical, plumbing, and mechanical Express Permits involving the knowledge of the City of Los Angeles and State of California regulations related to the issuance of Express Permits, less than 50% of his/her time in any one day, shall receive salary at the second premium level rate above the appropriate step rate of the salary range of the assigned class for each hour or portion thereof worked in the Express Permits function of the Department of Building and Safety.

Any employee in the class of Senior Clerk Typist, Code 1368, who is regularly assigned to process and approve the issuance of building, electrical, plumbing, and mechanical Express Permits involving the knowledge of the City of Los Angeles and State of California regulations related to the issuance of Express Permits, more than 50% of his/her time in any one day, or supervise employees performing this work more than 50% of their work day, shall receive salary at the second premium level rate above the appropriate step rate of the salary range of the assigned class.

Any employee in the class of Senior Clerk Typist, Code 1368, who is assigned to process and approve the issuance of building, electrical, plumbing, and mechanical Express Permits involving the knowledge of the City of Los Angeles and State of

California regulations related to the issuance of Express Permits, less than 50% of his/her time in any one day, or supervise employees performing this work, shall receive salary at the second premium level rate above the appropriate step rate of the salary range of the assigned class for each hour or portion thereof worked in the Express Permits function of the Department of Building and Safety.

A Clerk Typist or Senior Clerk Typist is eligible to receive only one bonus under this section.

The following note shall apply to employees of the Department of Airports only:

- CC. Any employee in the class of Clerk, Code 1141, Clerk Typist, Code 1358, or Senior Clerk Typist, Code 1368 assigned to the Flyaway Terminal, when assigned duties as a cashier or assigned to supervise such duties at least 80% of the time in any consecutive two week period, shall receive salary at the second premium level rate above the appropriate step rate of the salary range prescribed for the class.

The following note shall apply to employees of El Pueblo de Los Angeles State Historic Monument only:

- DD. Members of this Unit who were employed by El Pueblo de Los Angeles State Historic Monument between May 17, 1977 and June 30, 1995 and who became members of LACERS on July 1, 1995 and who are not vested in LACERS at the time they separate from City service, but whose age and combined service with El Pueblo during the specified period and any other City service would have made him or her eligible for an unreduced retirement (had all of the time been covered under LACERS) shall be compensated for the balance of accumulated sick leave at full pay and 50% of full pay remaining unused at the date of separation in the same manner provided under LAAC Section 4.126 for retirements.

The following notes shall apply to employees in the Department of General Services only:

- EE. Eight employees in the class of SMS Payment Clerk, Code 1214, who are regularly assigned to perform SMS Paycycle functions, conduct training of SMS Accounts, or review work completed by other SMS Payment Clerks, shall receive salary at the second premium level rate above the appropriate rate of the salary range prescribed for the class of SMS Payment Clerk, Code 1214.

Effective the start of the payperiod following the date of Council approval of this MOU, this Note may be applied to a total of eleven (11) employees in the class of SMS Payment Clerk, Code 1214.

- FF. Whenever a Communications Information Representative, Code 1461, in the Department of General Services, is designated and assigned by Management to act as lead over another Communications Information Representative for over 50 percent of their work shift, he/she shall receive compensation at the second premium level rate above the appropriate step of the salary range prescribed for the class while so assigned. The designation, re-designation or removal of a lead assignment shall be a Management prerogative and may occur any time Management deems it appropriate.

The following note shall apply to employees in the Housing Department only:

- GG. Any Senior Clerk Typist, Code 1368, or Clerk Typist, Code 1358, who is assigned by Management in the Housing Department to provide direct services to citizens for 50% or more of his/her time in any one day at the various Housing Department offices or other Management-designated sites, shall receive salary at the second premium level rate above the appropriate step of the salary range prescribed for the class for each day so assigned. Direct services involve real-time communication in person at Housing Department public information counters performing the following duties: relaying information to the public in regards to the provisions of the Rent Stabilization Ordinance (RSO), SCEP Ordinance, Housing Code and relevant laws, and receiving and processing payments for rent and code enforcement program fees.

The following note shall apply to employees in the City Attorney's Office:

- HH. Effective January 1, 2008, employees at the Legal Secretary I level shall be advanced to the Legal Secretary II level upon completion of twenty-four (24) consecutive months of service and an overall satisfactory evaluation. The parties agree that evaluations must have been completed no later than thirty (30) calendar days after the employee's twenty-four (24) month anniversary date. Failure to complete an evaluation prior to that date shall result in an automatic promotion after twenty-four (24) consecutive months of service.

a total of at least 2,000 cumulative hours from his/her initial hire date will be heard by a Hearing Officer from this list.

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

ARTICLE 4.7 PROCUREMENT OF MATERIALS

- A. At no time shall any Unit employee be required to use his/her own money to purchase parts or materials used to repair or maintain City vehicles or equipment, or for any other City-related purpose regardless of whether such money is intended to be reimbursed. Examples include, but are not limited to: (1) parts or materials used in vehicle repairs (not including tools); (2) field or office supplies; and, (3) consumables.
- B. Parking fees and road tolls shall be paid by the employee and reimbursed by the employing department.

ARTICLE 5.0 COMPENSATION

ARTICLE 5.1 OVERTIME

A. DISTRIBUTION OF OVERTIME

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

Nothing herein is intended to abridge or limit the right of Management to determine the means and methods for the delivery of public services, including but not limited to decisions regarding staffing requirements and the use of overtime.

B. NON-EMERGENCY OVERTIME

Whenever Management deems it necessary to perform non-emergency work on an overtime basis, employees required to work will be given at least forty-eight (48) hours' notice.

C. WORK SCHEDULES

Pursuant to the Fair Labor Standards Act ("FLSA"), employees shall have a fixed workweek that consists of a regular recurring period of one hundred and sixty-eight (168) consecutive hours (seven 24-hour periods) which can begin and end on any day of the week and at any time of the day. The designated workweek for an employee may be changed only if the change is intended to be permanent and not designed to evade overtime requirements of the FLSA. Management may assign employees to work a five/forty, four/ten, nine/eighty, or other work schedule. Management shall have the right to refuse an employee's request to work a four/ten, nine/eighty, or other modified work schedule, and to require the reversion to a five/forty work schedule, providing that the exercise of such right is not arbitrary, capricious or discriminatory. The parties further agree that Management may require employees to change their work schedules (change days off, except the split day, or working hours) within the same FLSA workweek.

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

D. 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.

E. RATE AND METHOD OF OVERTIME COMPENSATION - (FLSA)
NON-EXEMPT EMPLOYEES

Compensation for overtime shall be for all hours worked in excess of forty (40) hours in a workweek including all absences with pay authorized by law. Overtime compensation for all employees in this Unit shall be in time off at the rate of one

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

F. COMPENSATED TIME OFF

Employees shall be permitted to accumulate up to eighty (80) hours of compensated time and take such accumulated time off for overtime worked upon request unless granting of such time would "unduly disrupt" the operations of the City department. This standard does not apply to non-FLSA overtime (i.e. overtime earned pursuant to this agreement that does not meet the FLSA definition of overtime). On occasion, employees may accumulate hours in excess of eighty (80) hours for a temporary period of time. If an employee does not schedule and take time off over eighty (80) hours for overtime prior to the end of the fiscal year in which the overtime was worked, management may require employees to use accumulated overtime that exceeds eighty (80) hours prior to the end of the fiscal year; require employees to use such time in lieu of vacation or other leave time; or authorize cash payment. In the event sufficient funds are not available to provide cash compensation for all or a portion of the hours in excess of eighty (80), Management may extend the time limit for a period not to exceed one year. In accordance with FLSA, no employee shall lose accumulated time off.

Under no circumstances shall compensated time off in excess of two hundred and forty (240) hours be accumulated.

G. 1040/2080 PLAN

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

ARTICLE 5.2 OVERTIME MEAL ALLOWANCE

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

ARTICLE 5.3 CALL BACK PAY

- A. Whenever Management orders an employee to return to duty following the termination of his/her work shift and departure from his/her work location, the employee shall receive a minimum payment equivalent to four hours of work at the rate of time and one-half (1.5) the employee's regular rate of pay. (Non-pensionable)

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

ARTICLE 5.4 ACTING PAY ASSIGNMENT

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

A. ABSENCE AT HIGHER LEVEL POSITION

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

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

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

B. VACANT HIGHER LEVEL POSITION

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

C. STATUS REVIEW

Acting pay is not intended as compensation for a long-term out-of-class assignment and, effective December 13, 2015, shall not extend past one (1) year. When an employee has filled an acting assignment for a period of three (3) months, Management will review the status of the vacancy to determine when

the vacancy can be filled through appropriate measures. Upon request, Management will review the acting assignment with the employee. At that time, the employee may request to be removed from the acting assignment.

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

D. COMPENSATION

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

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

ARTICLE 5.5 OUT-OF-CLASS ASSIGNMENTS

It is the intent of Management to avoid out-of-class assignments. However, nothing herein shall limit Management's authority to temporarily assign employees to duties and responsibilities not specifically included in the employee's class specifications whenever emergencies or operational necessities require. If said assignment exceeds thirty (30) working days, Management will initiate the necessary action to fill the position at the proper level or otherwise prevent the occurrence of an out-of-class assignment.

ARTICLE 5.6 TRAVEL ALLOWANCE

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

- C. Where an employee qualifies under both sections A and B above, such employee shall be entitled to receive six dollars (\$6.00) per day. (Non-pensionable)

ARTICLE 5.7 EARLY REPORT PAY

- A. A regularly assigned FLSA non-exempt (non-salaried) employee who is required to report earlier than his/her regularly-scheduled starting time for the convenience of his/her department, office or bureau, shall receive time and one-half (1.5) his/her regular hourly rate of pay for each hour of work performed prior to his/her regularly scheduled starting time. Such compensation may be made in either cash or compensatory time off at the discretion of Management. (Non-pensionable)
- B. Management maintains its authority to retain employees who are called in before the start of their regular starting time for their full, regularly scheduled shift. Hours worked prior to an employee's regularly scheduled starting time qualify the employee to receive Early Report Pay. Consistent with any department procedures that may exist, employees may or may not be retained beyond eight hours, subject to operational needs.
- C. In the event an employee receives Early Report Pay and is required to work his/her full regularly scheduled shift in addition to the Early Report Pay hours, the employee shall not receive overtime for working his/her full, regular shift. Prescheduled shift adjustments with at least forty-eight (48) hours' notice do not qualify for Early Report Pay.

ARTICLE 5.8 STANDBY PAY

- A. DESIGNATION OF AND RESPONSIBILITIES OF EMPLOYEES
 - (1) Management may designate certain employees from the Department of Public Works 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.
 - (2) While each plant/facility will have a separate standby list, an employee may be called to report to any plant/facility.
 - (3) 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.

- (4) Management may supply eligible employees with electronic "beepers." When a "beeper" call is made to an employee, that employee shall return the call promptly, by telephone, and report to the required plant within an hour of the telephone response. Failure to respond by telephone promptly and to show at the designated plant/facility within an hour may result in deletion from the standby list.

B. STANDBY PAY

Persons employed in the Unit who are subject to call during the employee's off-duty hours on a regularly scheduled work day or anytime during the employee's regularly scheduled off-duty day, shall receive, when assigned to standby, in addition to any other compensation provided for herein, the sum of two dollars (\$2.00) for each hour assigned to standby (non-pensionable). When called and required to report to work, the employee will be compensated in accordance with Article 5.3, Call Back Pay. An employee will not receive pay of \$2.00 per hour for any time the employee is receiving call back pay.

ARTICLE 5.9 BILINGUAL DIFFERENTIAL

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

- A. 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.
- B. After authorizing payment of a bilingual premium, the appointing authority shall certify to the Controller the name of an employee eligible for a bilingual 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.
- C. Persons certified as being qualified by the Personnel Department shall receive a bilingual premium of one (1) premium level rate (2.75%) for duties requiring that they converse fluently in a language other than English, or of two (2) premium level rates (5.5%) for duties requiring that they interpret a language other than English, in addition to conversing fluently in that other language. (Pensionable when regularly assigned; non-pensionable when assigned on a daily basis.)

- D. Compensation provided for in this Article shall be retroactive to the employee's first day in a bilingual position.

ARTICLE 5.10 SALARIES

The parties to this MOU jointly recommend to the City Council approval of the salaries set forth in the attached Salary Appendices. These appendices shall incorporate the agreement of the parties that effective December 13, 2015, employees will be subject to a new salary step structure and that effective June 25, 2017, employees covered by this MOU shall receive a two percent (2%) salary increase.

A. SALARY STEPS

Effective December 13, 2015, notwithstanding LAAC Section 4.92, a new 12-step salary structure will be established as follows:

- (1) Three (3) additional salary steps will be added to the lower end of each salary range (Steps 1, 2, and 3). These new steps shall be separated by one (1) premium level.*
 - (a) Employees hired into trainee-level positions shall be hired at Step 1 and shall remain on Step 1 for the duration of a twelve (12) month probationary period. Trainee-level position hourly wages will begin one (1) premium level below the entry level of the targeted Civil Service classification which will not be below fifteen dollars (\$15.00) per hour.
 - (b) Employees hired into non-trainee positions shall be hired at Step 2 (or appropriate higher step in accordance with applicable MOU provisions or LAAC Section 4.90).
 - (c) Employees shall remain on Steps 2 and 3 for nine (9) months each.
- (2) Current Steps 1 through 5 will be renumbered Steps 4 through 8. These steps will be separated by two (2) premium levels (Step 4 will be one (1) premium level above Step 3). Employees shall advance to each subsequent step after twelve (12) months.
- (3) Current Steps 6 through 8 will be renumbered Steps 9 through 11. These steps will be separated by one (1) premium level (Step 9 will be one (1) premium level above Step 8). Employees shall advance to each subsequent step after twelve (12) months.

- (4) A new Step 12 will be created which will be one (1) premium level above Step 11. No employee shall be eligible to move to Step 12 sooner than January 7, 2018.

*On the City's salary range tables, each premium level is equal to approximately 2.75%.

B. SALARY ADJUSTMENTS

- (1) Effective January 7, 2018, each employee who is compensated on a salary range will advance one (1) step on the salary range regardless of their step or step anniversary date.
- (2) Effective January 7, 2018, each employee who is employed in a flat-rated classification shall receive a salary adjustment of 2.75%.
- (3) Effective January 7, 2018, each employee in a classification on a salary range, who is on a fixed step (does not move up the salary range), shall receive a pensionable "adds to rate" salary adjustment of 2.75% while in that classification.

C. EXTENSION OF STEP ADVANCEMENT DATE – UNCOMPENSATED HOURS

Uncompensated absences of sixteen (16) days (128 hours for employees on a work schedule other than 5/40) or less during the 2,080-hour qualifying period and during each subsequent 2,080-hour annual period shall not extend the step advancement date. The step advancement date shall be extended one (1) working day for each working day absence (or one (1) hour for each hour of aggregated uncompensated absence in excess of 128 hours). Employees who are injured on duty and are compensated in accordance with State of California Labor Code, Division IV and LAAC Division 4, Article 7 shall not have their step advancement date changed due to their workers' compensation status.

D. CONSECUTIVE APPOINTMENTS WITHIN A 12 MONTH PERIOD

Consecutive appointments or assignments to positions with the same top step salary rate in the twelve (12) months (2,080 hours) following an appointment or assignment shall be treated as one (1) appointment or assignment for step advancement purposes.

E. APPOINTMENTS TO NEW POSITIONS WITH THE SAME OR LOWER SALARY RANGE

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

F. PART-TIME EMPLOYEES

(1) Civil Service Half-Time Employees

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

(2) Intermittent Employees and Half-Time Employees Exempted from Civil Service

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

G. PROMOTIONAL DIFFERENTIAL

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

H. ADJUSTED SALARY FOR SPECIFIED ASSIGNMENTS

Employees covered by this MOU shall not be eligible for adjusted salary under the provisions of LAAC Section 4.61, Schedule A, Notes H, J, or former Note K (repealed in 2004). In lieu thereof, Unit employees shall receive additional salary for specified assignments, in specified classes, as follows:

(1) Hazardous Conditions

Employees required to perform duties more than fifty percent (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; or performing duties in a deep sewer over eight feet in depth consisting of timbering, shoring, tunneling, pipe laying and concreting shall receive, for each day so assigned, salary at two (2) premium levels above the appropriate step on the salary range prescribed for the class. (Non-pensionable)

(2) Pavement Breaking

Employees in the class of Maintenance Laborer who are required to operate a pavement breaker more than fifty percent (50%) of a work day shall receive, for each day so assigned, salary at four (4) premium levels above the appropriate step on the salary range prescribed for the class. (Non-pensionable)

Employees who qualify for compensation under both H(1) and (2) shall not receive compensation for both H(1) and (2) concurrently.

(3) Obnoxious Conditions

(a) Employees who are regularly assigned, as defined in LAAC Section 4.75, to perform maintenance, service or repair of motor sweepers or sewage disposal facilities and equipment, or cleaning catch basins, or transporting sewage or catch basin debris; or when required to perform such duties more than fifty percent (50%) of a work day shall receive, for each day so assigned, salary at two (2) premium levels above the appropriate step on the salary range prescribed for the class. (Pensionable when regularly assigned; non-pensionable when assigned on a daily basis.)

(b) (i) Attachment 1a

Employees in the classes listed in Attachment 1a of this MOU who are regularly assigned, as defined in LAAC Section 4.75, to perform the indicated assignments shall receive salary at one (1) premium level above the appropriate step on the salary range prescribed for the class. (Pensionable)

(ii) Attachment 1b

Employees covered by the settlement agreement for Arbitration 1120 (Fowler grievance), listed in Attachment 1b of this MOU shall continue to receive a two-premium level bonus as long as they continue in the qualifying assignment in Street Services Resurfacing Division. One (1) premium level, as provided above, is deemed regularly assigned; the second premium level is not regularly assigned and is not included in the retirement base. (Pensionable when regularly assigned; non-pensionable when assigned on a daily basis.)

- (4) Employees in the classes of Vocational Worker (Code 3113), Gardener Caretaker (Code 3141), and Senior Gardener (Code 3143) in the Department of Recreation and Parks who provide temporary relief, i.e., vacation, sick leave, IOD, etc., for Light Equipment Operators in the above-designated assignment(s) under H(1), (2) and (3), shall receive, for each day on which they perform the required duties at least fifty percent (50%) of the work day, salary at one (1) premium level above the appropriate step on the salary range prescribed for the class. (Non-pensionable)
- (5) Employees in the classification of Gardener Caretaker (Code 3141) who operate a skip loader, a backhoe, a dump truck (less than 28,000 pounds) and/or a Vermeer trencher shall receive, for each day on which they perform the required duties at least fifty percent (50%) of the work day, salary at one (1) premium level above the appropriate step on the salary range prescribed for the class. (Non-pensionable)

Employees who qualify for compensation under both subsections H(4) and (5) shall not receive compensation for both subsection H(4) and (5) concurrently.

- (6) Employees in the classifications of Gardener Caretaker (Code 3141), Senior Gardener Caretaker (Code 3143), and Light Equipment Operator (Code 3523) in the Department of Recreation and Parks shall receive, for each day on which they operate a Toro 580D or a GM5900 mower at least fifty percent (50%) of the work day, salary at one (1) premium level above the appropriate step on the salary range prescribed for the class. (Non-pensionable)
- (7) Employees regularly assigned to duties consisting of loading, unloading, handling or collecting household refuse or dead animals; or regularly assigned to perform duties consisting of operating equipment at refuse disposal sites or engaged in refuse disposal site maintenance activities; or regularly assigned to perform duties consisting of cleaning, servicing or repairing vehicles, containers or equipment used for loading, unloading,

collecting or hauling dead animals or household refuse or when performing duties consisting of repairing or servicing construction equipment used on a refuse disposal site more than fifty percent (50%) of a work day, shall receive, for each day so assigned, salary at two (2) premium levels above the appropriate step of the salary range prescribed for the class. (Pensionable when regularly assigned; non-pensionable when assigned on a daily basis.)

ARTICLE 5.11 LEAD PAY ASSIGNMENT

- A. Non-supervisory employees (employees whose classification or pay grade description does not include supervisory duties) who are designated and assigned by Management to act as lead workers over other employees, either on a regularly assigned or on a daily basis, shall receive compensation at two (2) premium levels above the appropriate step on the salary range prescribed for the class, while so assigned. (Pensionable when regularly assigned; non-pensionable when assigned on a daily basis.)
- B. The designation, redesignation or removal of a lead assignment shall be a Management prerogative and may occur any time Management deems it appropriate. Such Management decisions shall be final and conclusive and shall not be subject to the grievance procedure herein. Nothing in this Section, however, is intended to deny the premium payment specified herein to an employee who has been assigned, has qualified and has performed the lead assignment in accordance with the provisions of this Article.

ARTICLE 5.12 TEMPORARY ASSIGNMENTS TO OPERATE CONSTRUCTION EQUIPMENT

- A. Whenever a qualified employee is assigned to operate construction equipment for more than fifty percent (50%) of a work shift during the temporary absence of an Equipment Operator, Code 3525 or Code 3525-6, he/she shall receive one (1) premium level above the appropriate step on the salary range prescribed for his/her class, or 2.75% above the employee's rate of pay if flat-rated. However, the maximum pay rate for performing such duties shall be limited to the hourly wage rate which has been established as compensation for the position to which the employee has been assigned. (Non-pensionable)
- B. The term "qualified" in the context of this Article shall mean an employee who possesses the necessary license(s) issued by the Department of Building and Safety that permits the operation of such construction equipment as the employee has been assigned to operate.
- C. The provisions of A and B above shall also apply to employees in the class of Truck Crane Oiler, Code 3557, when assigned to operate a power shovel during the temporary absence of a Power Shovel Operator, Code 3558.

- D. Any Management determination or decision pertaining to the interpretation, application, implementation and/or administration of provisions subsections A, B, or C above shall be final and conclusive and shall not be subject to the grievance procedure herein.

ARTICLE 5.13 SHIFT DIFFERENTIALS

- A. The City's present practices with regard to the application of a shift differential will be continued during the term of this MOU. Such practices shall be in accordance with the LAAC Sections 4.61, 4.72, 4.74, and 4.75.
- B. Notwithstanding the provisions of LAAC Section 4.61, Schedule A, Note N, if an employee works eight (8) hours or more on any one day, and more than fifty percent (50%) of that shift is between the hours of 5:00 p.m. and 8:00 a.m., the employee shall receive, for each such day worked, two (2) premium levels above the rate currently received by the employee. (Pensionable when regularly assigned; non-pensionable when assigned on a daily basis.)
- C. Part-time employees in the following classifications and departments, who, prior to February 18, 2003, the date the part-time Agreement was approved by City Council, were receiving a shift differential when working less than eight (8) hours in a workday, shall continue to receive a shift differential if they work fewer than eight (8) hours between the hours of 5:00 p.m. and 8:00 a.m. (Pensionable when regularly assigned; non-pensionable when assigned on a daily basis.):

Animal Keepers, Los Angeles Zoo

Maintenance and Construction Helpers, Los Angeles Convention Center

ARTICLE 5.14 SIGN LANGUAGE PREMIUM PAY

- A. Whenever a City department desires to have an employee certified as proficient in American Sign Language ("ASL") as necessary to provide City services to the deaf community, the administrative head of that department shall transmit a written request to the Personnel Department to certify the employee as qualified to communicate fluently in ASL. The Personnel Department shall certify to the Controller, and to the appointing authority, that the employee has been certified and is eligible for sign language bonus pay as provided in subsections (b) and (c) below.
- B. Certified employees who are required to utilize sign language skills in the performance of their job duties shall be compensated at the rate of five dollars (\$5.00) per day for each business day they are required to utilize their skills, not to exceed fifty dollars (\$50.00) bi-weekly. (Non-pensionable)
- C. Prior to an eligible employee receiving sign language bonus pay for each business day on which his/her sign language skills were utilized, the employee's

SALARY NOTES

- a-1 One (1) employee in the classification of Animal Care Technician, Code 4310, per shelter, per shift, when assigned to assist in the performance of euthanasia by injection, shall receive two (2) premium levels (5.5%) above the appropriate step on the salary range for the class for each day so assigned. (Non-pensionable)
- a-2 Whenever an employee is regularly assigned to duties consisting of spraying or otherwise applying pesticides, such employee shall be compensated at two (2) premium levels above the appropriate step on the range for the class. (Pensionable) In addition, employees assigned the above duties on a daily basis for more than fifty percent (50%) of a work shift shall be compensated at two (2) premium levels above the appropriate step on the range for the class. (Non-pensionable)
- a-3 Employees who are regularly assigned to a dedicated crew responsible for the eradication of vermin and other dangerous or destructive pests, the removal of bee hives or wasp nests from public property, pesticide application using numerous restricted materials, and who may be required by management to possess a Qualified Applicator's Certificate and maintain proper written documentation of such application, shall receive compensation at three (3) premium levels above the appropriate step on the salary range prescribed for the class. (Pensionable)

The provisions of Note a-2, herein, shall not apply concurrently with the provisions of this note.

- a-4 Any full-time regular employee in the classification of Gardener Caretaker, Code 3141, or Senior Gardener, Code 3143, who is not at the top step of the salary range prescribed for the class shall, upon submission of suitable proof, be advanced one salary step for each completed, full year of education (30 semester units or 45 quarter units) in a recognized college or university with a major course of study in park management, horticulture, agriculture, or a related field.

Salary step advancement under this provision shall not exceed the top step of the salary range prescribed for the class.

For the purpose of this provision, "suitable proof" shall be defined as a certified copy of an official college transcript noting completion of the required work in a qualifying major course of study.

- a-5 Employees in the class of Tree Surgeon, Code 3114, and in the classification of Tree Surgeon Assistant, Code 3151, who have completed a qualifying training course in high-voltage line clearance, as prescribed by OSHA, and who are

assigned to clear such lines more than fifty percent (50%) of any work day shall receive compensation at two (2) premium levels above the appropriate step on the salary range prescribed for the class for each day so assigned. (Non-pensionable)

- a-6 Employees in the classifications of Equipment Operator, Code 3525, Light Equipment Operator, Code 3523, and Gardener Caretaker, Code 3141, who are assigned to clear fire breaks in local hillsides or mountain areas more than fifty percent (50%) of any work day shall receive compensation on a daily basis at five and one-half percent (5.5%) above the biweekly rate prescribed for the class for each day so assigned. (Non-pensionable)

The provisions of Note f-12, herein, shall not apply concurrently with the provisions of this note.

- a-7 Employees in the classifications of Irrigation Specialist, Code 3913, Water Utility Worker, Code 3912, or Senior Gardener, Code 3143, who are regularly assigned and designated by the Department as trainers in Water Utility repair and/or maintenance (Pensionable); or when so assigned and designated for more than 50% of the work shift on a daily basis, shall be compensated at two (2) premium levels above the appropriate step on the salary range prescribed for the class. (Non-pensionable)
- a-8 Subject to the availability of Federal funds for reimbursement, non-supervisory employees covered by this MOU who are assigned, on a daily basis, i.e., more than fifty percent (50%) of the work shift, to train, mentor, lead, or otherwise orient Vocational Workers, shall be compensated at two (2) premium levels above the appropriate step on the salary range prescribed for the class. (Non-pensionable)
- a-9 Employees in the classification of Motor Sweeper Operator, Code 3585, shall receive, in addition to all other regular and premium compensation, two (2) premium levels above the appropriate step on the salary range for the class for each hour spent in the performance of service or maintenance on the motor sweeper. (Non-pensionable)
- a-10 Employees who substitute for Motor Sweeper Operators over 50% of a work shift shall receive, in addition to all other regular and premium compensation, one (1) premium level above the appropriate step on the salary range for the classification for each day so assigned (Non-pensionable) and one (1) premium level above the appropriate step on the salary range for the class for each hour spent in the performance of service or maintenance on the motor sweeper. (Non-pensionable)
- a-11 Employees in the class of Heavy Duty Truck Operator, Code 3584, when regularly assigned to operate five-axle vehicles shall receive, in addition to all

other regular and premium compensation, one (1) premium level above the appropriate step on the salary range for the class. (Pensionable)

- a-12 Employees who are designated by Management to obtain and maintain a Qualified Applicator's Certificate and/or Pesticide Adviser's License shall be reimbursed for the cost of the initial acquisition and annual renewal of same. However, reimbursement for either the initial acquisition or renewal shall be limited to one administration of the test for each category.

Reimbursement shall also be made for any seminars or other training included in a department-approved curriculum required to obtain the necessary credits for renewal of such certificates and/or licenses.

All reimbursement shall be made upon submission of written documentation and verification as required by Management.

- a-13 Whenever an employee in the classifications of Maintenance Laborer, Code 3112; Maintenance and Construction Helper, Code 3115; Heavy Duty Truck Operator, Code, 3584 or Truck Operator, Code 3583, is regularly assigned, as defined in LAAC Section 4.75, to duties consisting of loading, unloading, handling or collecting trash and refuse, such employee shall receive compensation at three (3) premium levels above the appropriate step on the salary range for the class. (Pensionable)

Employees eligible for compensation under the provisions of this note shall not be eligible for compensation concurrently under notes d-4, f-7 and f-13.

- a-14 Employees in the classification of Tree Surgeon, Code 3114 who hold the credential of Certified Tree Worker in accordance with the standards of the International Society of Arboriculture (ISA) shall receive, in addition to all other regular and premium compensation, salary at two (2) premium levels above the appropriate step on the salary range prescribed for the class. (Pensionable)

Employees in the classification of Tree Surgeon, Code 3114, who hold the credential of Certified Arborist, in accordance with ISA standards, shall receive, in addition to all other regular and premium compensation, salary at four (4) premium levels above the appropriate step on the salary range prescribed for the class. (Pensionable)

The maximum compensation for Tree Surgeons covered by the provisions of this note shall be four (4) premium levels of the salary prescribed for the classification.

- a-15 Employees of Los Angeles World Airports or the Department of Public Works' Bureau of Sanitation who are assigned to fuel Liquid Natural Gas (LNG) vehicles

more than fifty percent (50%) of a work day, shall receive a one (1) premium level bonus for each day so assigned. (Non-pensionable)

- a-16 Whenever an employee in the classification of Animal Care Technician, Code 4310-0, employed in the Animal Services Department is assigned by Management as a Volunteer Liaison, said employee shall receive an additional six dollars (\$6.00) per day for each day so assigned. (Non-pensionable)
- a-17 Whenever an employee in the classification of Animal Care Technician, Code 4310-0, employed in the Animal Services Department is assigned by Management as a New Hope Coordinator, said employee shall receive an additional six dollars (\$6.00) per day for each day so assigned. (Non-pensionable)

HARBOR DEPARTMENT - The following notes shall apply to Harbor Department employees only:

- b-1 Whenever an employee is assigned to work with pressure-treated creosote lumber such employee shall receive fifty cents (\$.50) per hour for each hour so assigned in addition to all other regular and premium compensation. This note shall not apply to employees being compensated under the provisions of Note b-3 below. (Non-pensionable)
- b-2 Any employee required to operate a pavement breaker, jackhammer, or earth tamper shall, in addition to his/her regular and premium compensation, receive seventy-five cents (\$.75) per hour for each full hour or portion thereof of such operation. (Non-pensionable)
- b-3 The salaries shown for Boat Captain I, Code 5113-H, and Boat Captain II, Code 5113-2, and Deck Hand, Code 5131-H, assigned to the Pilot Station include full compensation for an average eighty-four (84) hour biweekly pay period, and allowance for all time worked on holidays.
- b-4 Whenever an employee, except an employee in the classification of Rigger, Code 3473, is required to perform the duties listed below during more than fifty percent (50%) of a work shift, such employee shall receive compensation for the work shift at two (2) premium levels above the appropriate step on the salary range for the class. (Non-pensionable)
 - 1. Working on a swing stage, bosun's chair or hydraulic lift platform; or
 - 2. Working above the road level on the superstructure of the Badger Avenue Bridge, a high water tank, cargo mast or on an incinerator stack; or
 - 3. Applying coal-tar pitch; or

4. Operating compressed air spraying apparatus to spray emulsified asphalt or weed control chemical from a moving vehicle; or
 5. Working on a container crane, excluding ascending and descending via a normal access route to and from the machinery house and also excluding all work performed in the machinery house of the container crane, or climbing, descending and working on floodlight poles over sixty (60) feet in height.
- b-5 Whenever an employee is required to work a rescheduled shift made necessary due to changing tides, he/she shall receive salary at the appropriate overtime rate (non-pensionable) for each full hour worked prior to his/her regular starting time and/or after his/her regular quitting time; however, such overtime rate shall not include shift differential premium pay for night work unless the employee is regularly assigned, as defined in LAAC Section 4.75, to receive this premium.
- b-6 Whenever an employee in the classification of Deck Hand, Code 5131, or Deck Hand, Code 5131-H, is assigned to operate a boat more than fifty percent (50%) of a work shift, such employee shall receive additional compensation for the work shift at one (1) premium level above the flat rate of pay for the class for each day so assigned. (Non-pensionable)

LOS ANGELES WORLD AIRPORTS - The following notes shall apply to employees in the Los Angeles World Airports only:

- c-1 Three (3) employees in the classification of Maintenance and Construction Helper, Code 3115, in the Los Angeles World Airports, when regularly assigned, as defined in LAAC Section 4.75, to the "Painting, Caulking and Exterior Wall washing Crew" shall be compensated at one (1) premium level above the appropriate step rate on the salary range for the class. (Pensionable)
- c-2 An employee in the classification of Bus Operator, Code 3588, when regularly assigned to instruct other employees in bus driving at the Los Angeles World Airports, shall receive additional compensation at two (2) premium levels above the appropriate step on the salary range for the class. (Pensionable)
- c-3 Employees in the classification of Bus Operator, Code 3588-0, who are employed in the Los Angeles World Airports shall receive four dollars (\$4.00) each time said employees are assigned by Management to operate an Americans with Disabilities Act (ADA)-compliant vehicle requiring two Bus Operators to assist in loading or unloading wheelchairs, stretchers, and/or physically disabled and elderly passengers with special requirements onto or off an aircraft operating at a gate with no passenger boarding bridge. (Non-pensionable)

RECREATION AND PARKS - The following notes shall apply to employees in the Department of Recreation and Parks only:

- d-1 Whenever an employee is assigned to the lifting of trash cans and/or trash can liners to dump public generated refuse and trash into a dump truck or a bin attached to a trash bin trailer for more than fifty percent (50%) of a work shift, such employee shall be compensated at one (1) premium level above the appropriate step on the salary range prescribed for the class. This note shall not apply to any employee being compensated under the provision of the Salaries article 5.10, subsection C, Obnoxious Conditions, or any Truck Operator receiving compensation under the provisions of Alternative Pay Grade (6) of LAAC Section 4.61. (Non-pensionable)
- d-2 Whenever an employee is regularly assigned to do maintenance work on a golf course or driving range while those facilities are being used by the public, such employee shall receive in addition to his/her regular and premium compensation, one dollar and sixty cents (\$1.60) per work shift or sixteen dollars (\$16.00) biweekly while so assigned. (Pensionable when regularly assigned; non-pensionable when assigned on a daily basis.)
- d-3 Employees assigned to work in the Park Restroom Enhancement Program (PREP), who work a minimum four (4) hour workday shall receive, in addition to all other regular and premium compensation, salary at two (2) premium levels above the appropriate step on the salary range prescribed for their class. This bonus may be paid on a daily basis. (Non-pensionable)
- d-4 Employees in Tree Crews in the Forestry Division of the Department of Recreation and Parks, who are required to operate the brush chipper or act as the groundperson and are required to be in close proximity to the brush chipper more than fifty percent (50%) of a work day shall receive, for each day so assigned, a one (1) premium level bonus. (Non-pensionable)

LOS ANGELES ZOO - The following notes shall apply to employees in the Los Angeles Zoo only:

- e-4 Employees in the classifications of Truck Operator, Code 3583, or Light Equipment Operator, Code 3523 in the Los Angeles Zoo, when regularly assigned to collect public and animal generated refuse at the Zoo, or when assigned such duties more than fifty percent (50%) of a work shift shall receive, in addition to all other regular and premium compensation, three (3) premium levels above the appropriate step rate on the salary range for the class. (Pensionable when regularly assigned; non-pensionable when assigned on a daily basis.)

PUBLIC WORKS DEPARTMENT - The following notes shall apply to employees in the Department of Public Works only:

- f-1 Employees in the classifications of Gardener Caretaker and Senior Gardener who are regularly assigned to maintenance activities in an active or inactive landfill shall receive compensation at three (3) premium levels above the appropriate step on the salary range for their class while so assigned. (Pensionable)
- f-2 Maintenance Laborers regularly assigned as yard workers on the day shift at the refuse collection service yards shall receive, in addition to their regular and premium compensation, one dollar and sixty cents (\$1.60) per work shift or sixteen dollars (\$16.00) biweekly while so assigned. (Pensionable when regularly assigned; non-pensionable when assigned on a daily basis.)
- f-3 Whenever an employee in the classification of Wastewater Collection Worker II, Code 4110-2, is assigned for more than four (4) hours in a work shift to supervise a wastewater collection construction crew which is assigned to heavy construction work, that employee shall receive, in addition to his/her regular and premium compensation, two dollars and forty cents (\$2.40) for each shift so assigned. (Non-pensionable)
- f-4 Whenever an employee in the Bureau of Sanitation, Wastewater Collection Division, is assigned to heavy construction work for more than four (4) hours in a work shift, that employee shall receive, in addition to his/her regular and premium compensation, two dollars and forty cents (\$2.40) for each work shift so assigned. (Non-pensionable)
- f-5 Whenever an employee in the Bureau of Sanitation in the class of Wastewater Collection Worker I, Code 4110-1, Maintenance and Construction Helper, Code 3115, or Maintenance Laborer, Code 3112, in the Wastewater Collection Systems Division; or an employee in the class of Heavy Duty Truck Operator, Code 3584, in the Wastewater Treatment Division is assigned to operate a skip loader and/or backhoe more than fifty percent (50%) of a work shift, such employee shall receive compensation at the second premium level above the appropriate step of the salary range for the class in addition to, if applicable, premium compensation received under the Salaries article, for each shift so assigned. (Non-pensionable)
- f-6 Employees in the Bureau of Street Services, who are regularly assigned, as defined in LAAC Section 4.75 to the Pedestrian Tunnel Cleaning Crew or the Pedestrian Tunnel Maintenance Crew; or when assigned on a daily basis to clean abandoned facilities, condemned facilities or posted homeless encampments, shall be compensated at two (2) premium levels (5.5%) above the appropriate step rate on the salary range prescribed for the respective classes. (Non-pensionable)

The provisions of Note f-6 shall not apply concurrently with the provisions of Note f-14 herein.

- f-7 Whenever an employee in the classification of Refuse Collection Truck Operator I, Code 3580-1, is regularly assigned to operate a one-person refuse truck or is so assigned on a daily basis for more than four (4) hours in a work shift, said employee shall be compensated at a rate of 10 percent (10%) above the appropriate step rate on the salary range prescribed for the class. (Pensionable when regularly assigned; non-pensionable when assigned on a daily basis.)
- f-8 Notwithstanding the provisions of LAAC Section 4.75, whenever an Asphalt Plant Operator, Code 4143, is assigned to perform maintenance or repair tasks on asphalt plant equipment while the plant is not in operation, the employee shall receive, in addition to his/her regular and premium compensation, two (2) premium levels above the appropriate step on the salary range of the class for each hour so assigned. (Non-pensionable)
- f-9 Notwithstanding the provisions of LAAC Section 4.75, whenever a Truck Operator, Code 3583, in the Bureau of Sanitation, Wastewater Collection Division, is assigned to operate a mechanical catch basin cleaning truck, he/she shall receive, in addition to his/her regular and premium compensation, one dollar and eighty cents (\$1.80) for each work shift so assigned. (Non-pensionable)
- f-10 Notwithstanding the provisions of LAAC Section 4.75, any employee in the Department of Public Works who is required to operate a pavement breaker, jackhammer or earth tamper shall receive, in addition to all regular and premium compensation, seventy five cents (\$.75) per hour for each full hour, or portion thereof, of actual operation only. (Non-pensionable)

The provisions of Note J of LAAC Section 4.61 shall not apply to employees covered by this note.

- f-11 Employees in the Bureau of Street Services, when regularly assigned, as defined in LAAC Section 4.75, to duties consisting of the operation, repair, and servicing of a compressed air spraying apparatus that is used to spray emulsified asphalt shall receive, in addition to their regular and premium compensation, two dollars and forty cents (\$2.40) for each work shift when so assigned. (Pensionable when regularly assigned; non-pensionable when assigned on a daily basis.)
- f-12 Whenever an employee in the Bureau of Street Services, Lot Cleaning Division, is regularly assigned to work on a machine crew or hand removal crew, said employee shall receive, in addition to his/her regular and premium compensation, compensation at two (2) premium levels above the appropriate step on the salary range prescribed for their classes. (Pensionable)

- f-13 Employees in the class of Truck Operator, Code 3583, in the Bureau of Street Services, when regularly assigned to operate a refuse side-loader truck for the purpose of collecting public generated refuse, shall receive, in addition to all other regular and premium compensation, three (3) premium levels above the appropriate step rate on the salary range for the class. (Pensionable)
- f-14 Employees in the Bureau of Street Services, Street Maintenance Division when assigned to work in improved alleys, the condition of which is deemed to be obnoxious by bureau management, shall receive, in addition to all other regular and premium compensation, two (2) premium levels above the appropriate step rate on the salary range for the class for each hour so assigned. (Non-pensionable)

The provisions of Note f-14 shall not apply concurrently with the provisions of Note f-6 herein.

- f-15 Employees in the Bureau of Street Services, Street Maintenance Division, who are regularly assigned by management to load, sort, handle or reposition debris, or directly supervise such duties at a debris transfer site in a major street maintenance facility, as designated by management; or employees who are assigned to perform such duties more than fifty percent (50%) of a work shift on any one day, shall receive compensation at two (2) premium levels above the appropriate step on the salary range prescribed for the class. (Pensionable when regularly assigned; non-pensionable when assigned on a daily basis.)
- f-16 Non-supervisory employees assigned to the Bureau of Sanitation, who are assigned, at the request of the Industrial Safety and Compliance Division (ISCD), to formulate training material, gather technical data and/or conduct formal group training sessions shall receive compensation at two (2) premium levels above the appropriate step on the salary range prescribed for the class for each day so assigned. (Non-pensionable)

This note shall not apply to employees in supervisory classifications, as designated by the ERB, who, in the course of their duties, conduct informal, on-the-job training or journey-level instruction.

- f-17 Employees on Tree Crews in the Bureau of Street Services who are required to operate the brush chipper or act as the groundperson and are required to be in close proximity to the brush chipper more than fifty percent (50%) of a work day shall receive, for each day so assigned, a one (1) premium level bonus. (Non-pensionable)
- f-18 Maintenance Laborers in the Bureau of Street Services doing identical work as Tree Surgeons and Tree Surgeon Assistants using hand equipment such as chainsaws or other gas powered hand equipment more than fifty percent (50%)

of a work day shall receive, for each day so assigned, a one (1) premium level bonus. (Non-pensionable)

- f-19 Employees assigned to Street Tree Division doing Special Projects/Construction in the Bureau of Street Services, and who are required to operate a bobcat or trencher more than fifty percent (50%) of a work day shall receive, for each day so assigned, a one (1) premium level bonus. (Non-pensionable)
- f-20 Any employee of the Bureau of Sanitation, who is covered by this MOU, and who is assigned to fuel vehicles with Liquefied Natural Gas ("LNG") on a full time basis and who has completed the appropriate LNG training and has been designated as a "fueler," shall receive, in addition to all other regular and premium compensation, salary at one (1) premium level above the appropriate step on the salary range prescribed for the class. (Pensionable)
- f-21 Eight (8) Refuse Collection Truck Operators regularly assigned to the Recycling Ambassador Program shall receive compensation at two (2) premium levels above the appropriate step on the salary range prescribed for the class while so assigned. (Pensionable)
- f-22 Employees in the classification of Wastewater Collection Worker II, Code 4110-2, who possess a California Water Environment Association Grade II certification, shall receive an additional seventy-five dollars (\$75.00) biweekly. (Pensionable)

This bonus shall commence at the beginning of the payroll period next succeeding the date the employee presents the certification to the appointing authority.

DEPARTMENT OF GENERAL SERVICES - The following notes shall apply to employees within the Department of General Services only:

- g-1 When an employee in the classification of Maintenance and Construction Helper, Code 3115, is regularly assigned to a roofing crew, such employee shall receive additional compensation of one dollar and sixty cents (\$1.60) per shift, or sixteen dollars (\$16.00) biweekly while so assigned. (Pensionable)
- g-2 One (1) employee in the classification of Maintenance and Construction Helper, Code 3115, when regularly assigned to furniture stripping shall receive compensation at two (2) premium levels above the appropriate step on the salary range prescribed for the class while so assigned. (Pensionable)
- g-3 One (1) employee in the classification of Heavy Duty Truck Operator, Code 3584, when regularly assigned to tow refuse collection vehicles shall receive compensation at two (2) premium levels above the appropriate step on the salary range prescribed for the class. (Pensionable)

- g-4 Employees in the classifications of Drill Rig Operator, Code 3521 and Maintenance and Construction Helper, Code 3115 when assigned to assist in the collection of toxic soils samples shall receive, in addition to all other regular and premium compensation, compensation at two (2) premium levels above the appropriate step on the salary range for the class for each day so assigned. (Non-pensionable)

K. Rosters

Part-time employees will be placed on a roster in the following order:

1. Part-time employees who have worked 600 hours or more in any one of the last three service years; this roster will be ranked in order of the total number of hours worked in the last two service years.
2. Part-time employees who have worked 599 or less hours in any of the last three service years, will be ranked in the order of the total number of hours worked in the last two (2) service years.
3. Seasonal employees

Rosters will be purged regularly of employees who have not been compensated in 365 days.

SECTION 5.0 COMPENSATION

ARTICLE 5.1 OVERTIME

Distribution of Overtime

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

Nothing herein is intended to abridge or limit the right of city management to determine the means and methods for the delivery of public services, including but not limited to decisions regarding staffing requirements and the use of overtime.

Non-emergency Overtime

Whenever Management deems it necessary to perform non-emergency work on an overtime basis, employees required to work will be given at least forty-eight (48) hours notice.

Work Schedules

Pursuant to FLSA, employees shall have a fixed workweek that consists of a regular recurring period of 168 consecutive hours (seven 24-hour periods) which can begin and end on any day of the week and at any time of the day. The designated workweek for an employee may be changed only if the change is intended to be permanent and not designed to evade overtime requirements of the Fair Labor Standards Act. Management may assign employees to work a five/fourty, 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 (change days off, except the split day, or working hours) within the same FLSA workweek.

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

Assignment of Overtime

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

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. Overtime compensation for all employees in this MOU shall be in time off at the rate of one and one-half hours for each hour of overtime worked or in cash at one and one-half times the employee's regular rate of pay, at the discretion of management.

Compensated Time Off

Employees shall be permitted to accumulate up to 80 hours of compensated time and take such accumulated time off for overtime worked upon request unless granting of such time would unduly disrupt the operations of the City department. This standard does not apply to non-FLSA overtime (i.e. overtime earned pursuant to this agreement that does not meet the FLSA definition of overtime). On occasion, employees may accumulate hours in excess of 80 hours for a temporary period of time. If an employee does not schedule and take time off over 80 hours for overtime prior to the end of the fiscal year in which the overtime was worked, management may require employees to use accumulated overtime that exceeds 80 hours prior to the end of the fiscal year; require employees to use such time in lieu of vacation or other leave time; or authorize cash payment. In the event sufficient funds are not available to provide cash compensation for all or a portion of the hours in excess of 80, management may extend

the time limit for a period not to exceed one year. In accordance with FLSA, no employee shall lose accumulated time off.

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

1040/2080 Plan

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

ARTICLE 5.2 OVERTIME MEAL ALLOWANCE

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

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

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

ARTICLE 5.3 CALL BACK PAY

Whenever Management orders an employee to return to duty following the termination of his/her work shift and departure from his/her work location, the employee shall receive a minimum payment equivalent to four hours of work at the rate of time and one-half (1½) the employee's regular rate of pay.

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

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

ARTICLE 5.4 ACTING PAY ASSIGNMENT

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

Section I

For the term of this MOU, whenever Management assigns a non-supervisory employee as an acting on-site Supervisor in the temporary absence of a full time Supervisor such employee shall become eligible for additional compensation upon completion of a qualifying period of five (5) consecutive working days in such assignment at his/her regular rate of compensation. Paid or unpaid absences of more than three days during the qualifying period shall extend the qualifying period by the length of the absence.

Section II

Starting with the first working day following completion of a qualifying period, the employee shall receive compensation at the second premium level rate above the appropriate step rate of the salary range prescribed for his/her class, for each day on duty (present 50% or more of the work day) as an acting on-site supervisor. However, the maximum pay rate for such duty shall be limited to the top step of the salary range, or the hourly wage rate which has been established as compensation for the supervisory position to which the employee has been assigned.

Section III

Any Management determination or decision pertaining to the implementation, interpretation, application, administration or cancellation of any or all the provisions of this Article shall be final and conclusive and shall not be subject to the grievance procedure herein. Nothing in this Section, however, is intended to deny the premium payment specified herein to an employee who has been assigned, has qualified and has performed the acting assignment in accordance with the provisions of this Article.

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

A. Absence at Higher Level Position

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

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

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

B. Vacant Higher Level Position

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

C. Status Review

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

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

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

D. Compensation

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

ARTICLE 5.5 OUT-OF-CLASS ASSIGNMENTS

It is the intent of Management to avoid out-of-class assignments. However, nothing herein shall limit Management's authority to temporarily assign employees to duties and

responsibilities not specifically included in the employee's class specifications whenever emergencies or operational necessities require. If said assignment exceeds thirty (30) working days, Management will initiate the necessary action to fill the position at the proper level or otherwise prevent the occurrence of an out-of-class assignment.

ARTICLE 5.6 TRAVEL ALLOWANCE

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

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

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

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

ARTICLE 5.7 EARLY REPORT PAY

A regularly assigned employee who is required to report earlier than his/her regularly-scheduled starting time for the convenience of his/her department, office or bureau, shall receive time and one-half his/her regular hourly rate of pay for each hour

of work performed prior to his/her regularly scheduled starting time. Such compensation may be made in either cash or compensatory time off at the discretion of Management.

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

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

ARTICLE 5.8 STAND-BY PAY

A. Designation of and Responsibilities of Employees

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

1. Volunteers in the classification required.
2. In class seniority in classification required.
3. Special skills required.

While each plant/facility will have a separate standby list, an employee may be called to report to any plant/facility.

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 supply eligible employees with electronic "beepers." When a "beeper" call is made to an employee, that employee shall return the call promptly, by telephone, and report to the required plant within an hour of the telephone response. Failure to respond by telephone promptly and to show at the designated plant/facility within an hour may result in deletion from the standby list.

B. Standby Pay

These provisions are in effect from July 1, 2007 through the end of the payperiod following Council adoption of this MOU.

Employees will be paid \$2.00 for each hour assigned to standby. When called, the employee will be paid overtime at the rate of one and one-half (1½) times the employee's regular rate of pay from the time of the telephone response through to the end of the job. A minimum of four (4) hours of overtime is guaranteed for each call. However, employees will not receive pay of \$2.00 per hour for any time the employee is receiving pay pursuant to this Memorandum of Understanding.

Notwithstanding the provisions of Article 5.1 – OVERTIME, all overtime earned on standby will be paid in cash, and standby time shall not count as hours worked for the purpose of computing overtime pay.

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

Persons employed in the Unit who are subject to call during the employee's off-duty hours on a regularly scheduled work day or anytime during the employee's regularly scheduled off-duty day, shall receive, when assigned to standby, in addition to any other compensation provided for herein, the sum of \$2.00 for each hour assigned to standby. When called and required to report to work, the employee will be compensated in accordance with Article 5.3 of this MOU. Employee will not receive pay of \$2.00 per hour for any time the employee is receiving call back pay.

ARTICLE 5.9 BILINGUAL DIFFERENTIAL

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

ARTICLE 5.10 SALARIES

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

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

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

ADDITIONAL SALARY ADJUSTMENTS

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

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

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

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

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

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

E. Employees with Intermittent Status (Employees in Salary Range or Flat-Rated Classes)

1. Effective January 1, 2010, Unit employees with intermittent status who have been compensated for at least 1000 hours subsequent to July 1, 2007 shall receive a salary adjustment of 2.75%.

2. Effective January 1, 2011, Unit employees with intermittent status with 1000 hours of compensated time subsequent to the 2.75% adjustment provided for in E(1) above shall receive an additional salary adjustment of 2.75%.
3. Effective January 1, 2012, Unit employees with intermittent status with 1000 hours of compensated time subsequent to the 2.75% adjustment provided for in E(2) above shall receive an additional salary adjustment of 2.75%.

ADJUSTED SALARY FOR SPECIFIED ASSIGNMENTS

Employees covered by this MOU shall not be eligible for adjusted salary under the provisions of Notes H, J 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:

A. Hazardous Conditions:

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; or performing duties in a deep sewer over eight feet in depth consisting of timbering, shoring, tunneling, pipe laying and concreting 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.

B. Pavement Breaking:

Employees in the class of Maintenance Laborer who are required to operate a pavement breaker more than 50% of a work day shall receive, for each day so assigned, salary at the appropriate step of the fourth premium level above the salary range prescribed for the class.

C. Obnoxious Conditions:

1. Employees in unit classes who are regularly assigned, as defined in Section 4.75 of the Los Angeles Administrative Code, to perform maintenance, service or repair of motor sweepers or sewage disposal facilities and equipment, or cleaning catch basins, or transporting sewage or catch basin debris; or when required to perform such duties more than 50% of a work day shall receive, for each day so assigned, salary at the appropriate step of the second premium level above the salary range prescribed for the class.

2. Employees in the classes listed in Attachment 1a of this MOU who are regularly assigned, as defined in Section 4.75 of the Los Angeles Administrative Code, to perform the indicated assignments shall receive salary at the appropriate step of the first premium level above the salary range prescribed for the class. Employees covered by the settlement agreement for Arbitration 1120 (Fowler grievance), listed in Attachment 1b of this MOU shall continue to receive a two-premium level bonus as long as they continue in the qualifying assignment in Street Services Resurfacing Division. One premium level as provided above, is deemed regularly assigned; the second one is not regularly assigned and is not included in the retirement base.

Employees in the classes of Vocational Worker, Gardener Caretaker and Senior Gardener in the Department of Recreation and Parks who provide temporary relief, i.e., vacation, sick leave, IOD, etc., for Light Equipment Operators in the above-designated assignment(s), shall receive, for each day on which they perform the required duties at least 50% of the work day, salary at the appropriate step of the first premium level above the salary range prescribed for the class.

Employees in the classification of Light Equipment Operator in the Department of Recreation and Parks shall receive, for each day on which they operate a Toro 580D at least 50% of the work day, salary at the appropriate step of the first premium level above the salary range prescribed for the class.

Employees who qualify for compensation under both "a" and "b" shall not receive compensation for both "a" and "b" concurrently.

Employees regularly assigned to duties consisting of loading, unloading, handling or collecting household refuse or dead animals; or regularly assigned to perform duties consisting of operating equipment at refuse disposal sites or engaged in refuse disposal site maintenance activities; or regularly assigned to perform duties consisting of cleaning, servicing or repairing vehicles, containers or equipment used for loading, unloading, collecting or hauling dead animals or household refuse or when performing duties consisting of repairing or servicing construction equipment used on a refuse disposal site more than 50% of a work day, shall receive, for each day so assigned, salary at the appropriate step of the second premium level above the salary range prescribed for the class.

ARTICLE 5.11 LEAD PAY ASSIGNMENT

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

Non-supervisory employees (employees whose classification or pay grade description does not include supervisory duties) who are designated and assigned by management

to act as lead workers over other employees in the same classification or paygrade, either on a regularly assigned or on a daily basis, shall receive compensation at the second premium level rate above the appropriate step of the salary range prescribed for the class, while so assigned.

The designation, redesignation or removal of a lead assignment shall be a management prerogative and may occur any time management deems it appropriate. Such management decisions shall be final and conclusive and shall not be subject to the grievance procedure herein. Nothing in this Section, however, is intended to deny the premium payment specified herein to an employee who has been assigned, has qualified and has performed the lead assignment in accordance with the provisions of this Article.

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

Non-supervisory employees (employees whose classification or paygrade description does not include supervisory duties) who are designated and assigned by management to act as lead workers over other employees, either on a regularly assigned or on a daily basis, shall receive compensation at the second premium level rate above the appropriate step of the salary range prescribed for the class, while so assigned.

The designation, redesignation or removal of a lead assignment shall be a management prerogative and may occur any time management deems it appropriate. Such management decisions shall be final and conclusive and shall not be subject to the grievance procedure herein. Nothing in this Section, however, is intended to deny the premium payment specified herein to an employee who has been assigned, has qualified and has performed the lead assignment in accordance with the provisions of this Article.

ARTICLE 5.12 TEMPORARY ASSIGNMENTS TO OPERATE CONSTRUCTION EQUIPMENT

- A. Whenever a qualified employee is assigned to operate construction equipment for more than 50% of a work shift during the temporary absence of an Equipment Operator, Code 3525 or Code 3525-6 he/she shall receive the first premium level rate above the appropriate step rate of the salary range prescribed for his/her class, or 2.75% above the employee's rate of pay if flat-rated. However, the maximum pay rate for performing such duties shall be limited to the hourly wage rate which has been established as compensation for the position to which the employee has been assigned.
- B. The term "qualified" in the context of this Article, shall mean an employee who possesses the necessary license(s) issued by the Department of Building and Safety that permits the operation of such construction equipment as the employee has been assigned to operate.

- C. The provisions of A and B above shall also apply to employees in the class of Truck Crane Oiler, Code 3557, when assigned to operate a power shovel during the temporary absence of a Power Shovel Operator, Code 3558.
- D. Any Management determination or decision pertaining to the interpretation, application, implementation and/or administration of provisions "A," "B," or "C" above shall be final and conclusive and shall not be subject to the grievance procedure herein.

ARTICLE 5.13 SHIFT DIFFERENTIAL

Notwithstanding the provisions of Note N of Schedule A of Section 4.61 of the Los Angeles Administrative Code, if an employee works eight hours or more on any one day, and more than 50% of that shift is between the hours of 5:00 p.m. and 8:00 a.m., the employee shall receive, for each such day worked, the second premium level rate above the rate currently received by the employee.

Part-time employees in the following classifications and departments, who, prior to February 18, 2003, the date the part-time Agreement was approved by Council, were receiving a shift differential when working less than eight hours in a workday, shall continue to receive a shift differential if they work fewer than eight hours between the hours of 5:00 p.m. and 8:00 a.m.:

Animal Keepers, Los Angeles Zoo
Maintenance and Construction Helpers, Los Angeles Convention Center

ARTICLE 5.14 SALARY STEP ADVANCEMENT

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

FULL-TIME EMPLOYEES

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

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

B. Subsequent Step Advancement

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

C. Extension of Step Advancement Date – Uncompensated Hours

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

D. Consecutive Appointments within a 12 Month Period

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

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

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

PART-TIME EMPLOYEES

F. Civil Service Half-Time Employees

The initial salary step advancement for a half-time, but less than full-time, employee in a position compensated on a salary range shall be in the payroll period following the completion of 1,040 regular paid hours and 12 months of service. Each subsequent step advancement shall be in the payroll period following the completion of 1,040 additional regular paid hours and one additional year of service. Hours of service in excess of those required for step advancement in a 12-month time period shall be carried forward for credit in the next 12-month time period.

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 Structure Movements

The five step salary structure shall be converted to a fifteen (15) step salary structure to begin on November 13, 2016. The difference between steps is approximately 2.75% beginning November 13, 2016 (See salary appendices).

Effective November 13, 2016, Unit step anniversary date years will be adjusted to reflect 2016 for step anniversary dates between November 13th and December 31st. Step anniversary dates between January 1st and November 12th will be adjusted to reflect 2017. (A one-time system adjustment)

Step Conversion Chart

5- Step Scale				1		2		3		4		5			
15- Step Scale	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15

ARTICLE 5.2 PROMOTIONAL MOVEMENT

Effective November 13, 2016, promotional movement shall be a minimum of two premium levels, or approximately 5.5%.

ARTICLE 5.3 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 forty (40) hours in a workweek including all absences with pay authorized by law. Compensation for overtime worked by employees in classifications listed in the Appendices attached hereto 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 eighty (80) hours of compensated time off (CTO). On occasion, employees may accumulate CTO in excess of eighty (80) hours for a temporary period of time. If an employee does not schedule and take CTO over eighty (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 eighty (80), Management may extend the time limit for a period not to exceed one year.

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

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

ARTICLE 5.4 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 (5.5%) 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 LAAC Sections 4.72, and 4.75.

ARTICLE 5.5 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 bilingual 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.

Effective November 13, 2016, employees newly assigned to converse in a language other than English shall receive a twenty-five dollar (\$25.00) biweekly pensionable bonus. Employees newly assigned to interpret (read and write) a language other than English shall receive a fifty dollar (\$50.00) biweekly pensionable bonus.

Employees receiving the pensionable bilingual 2.75% (one premium level) or pensionable 5.5% (two premium levels) bonus prior to November 13, 2016 shall continue to receive the bonus at a one or two premium level rate. Management shall not be capricious and arbitrary in the removal of this bonus. Persons in Departments who require requalification in a new assignment to receive the bonus and are currently being paid as premium levels shall continue to do so until no longer assigned to speak, read, or write in a language other than English.

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

ARTICLE 5.6 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 time off with pay in the amount of the difference between the employee's regular earnings and any amount he/she receives for such appearance. This Article 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 one hundred fifty (150) miles of the employee's residence.

ARTICLE 5.7 JURY DUTY

- A. An employee duly summoned to attend any court for the purpose of performing jury service shall, for those days during which jury service is actually performed and those days necessary to qualify for the jury service, receive his/her regular salary. The absence of the employee for the purpose of performing jury service shall be deemed to be an authorized absence with pay within the meaning of LAAC Section 4.75.
- B. During the time the employee is actually reporting to the Court for jury service, the head of the department, office or bureau or his/her designate will convert the employee's usual shift to a regular five-day, Monday through Friday day shift. However, employees may choose to remain on an alternative work schedule (9/80, 4/10, or 3/12) or on an off-watch schedule during jury service with the understanding that jury service on a regularly scheduled day off (RDO) will not be compensated. Employees must report for work on any day of his/her converted shift that he/she is not required by the Court to perform jury service.
- C. Compensation for mileage paid by the courts for jury service shall be retained by the employee.
- D. Employees performing jury service on a designated City holiday shall be compensated for the designated City holiday; additional time off for that holiday shall not be provided.

ARTICLE 5.8 MILEAGE REIMBURSEMENT

Section I

- A. Mileage shall be paid in accordance with LAAC Sections 4.230 and 4.231, 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 CAO 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 LAAC Section 4.231, 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 LAAC Section 4.230, 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 twenty-five (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, effective June 25, 2017, each employee who is authorized to use his/her own vehicle, pursuant to LAAC Sections 4.229, in the performance of his/her duties, shall receive a non-pensionable reimbursement of \$80 (eighty dollars) every two (2) 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 5.9 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. Deputy Pay Registration bonuses are per hour and pensionable.

Registration	Effective 1/7/2014	Effective 6/25/2017
Steel Construction	\$2.37	\$2.61
Masonry Construction	\$1.45	\$1.60
Pre-stressed Concrete	\$1.17	\$1.29
Concrete Construction	\$1.29	\$1.35
Wood Construction	N/A	\$1.52
Methane	N/A	\$.75
Exterior Insulation and Finish System	N/A	\$.75

Employees in classes other than Construction Inspector, Code 7291, and Senior Construction Inspector, Code 7294, 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.

Registration	Effective 1/7/2014	Effective 6/25/2017
Gunite/Shot-Crete	\$.25	\$.30
Seismic Torque Testing (Renamed "Drilled-In- Anchors")	\$.25	\$.75
Sprayed Fire-Resistant Materials	\$.25	\$.30

Employees in the classes of Construction Inspector, Code 7291, and Senior Construction Inspector, Code 7294, in POLA 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.

Registration	Effective 1/7/2014	Effective 6/25/2017
Grading	\$.25	\$.30

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 POLA 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.

LADBS 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 LADBS with the words "City Use Only".

Employees in the classes of Construction Inspector, Code 7291, and Senior Construction Inspector, Code 7294, in the Public Works and POLA 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 (4) 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 5.10 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 LAAC Section 4.61. 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, non-pensionable salary at the appropriate step of the second premium level (5.5%) 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, non-pensionable salary at the second premium level rate (5.5%) above the appropriate step of his/her salary range.

ARTICLE 5.11 MINIMUM PAY FOR INSPECTIONS IN OFF-DUTY HOURS

An employee shall receive a minimum payment equivalent to four (4) hours of pay at time and a half 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 5.12 STAND-BY PROVISIONS

1. Designation of and Responsibilities of Employees

Management may designate certain employees to be on stand-by duty. Stand-by 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.

Stand-by 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 stand-by 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 stand-by list. In addition, that employee will not receive stand-by pay for the entire period of time the employee was designated to be on stand-by and his/her name will be placed at the bottom of the list. The next employee on the stand-by list shall then be called to respond and if the employee reports to a designated site, he/she will receive the stand-by pay as if he/she was the designated employee assigned on stand-by.

2. Stand-by Pay

Employees who are assigned stand-by duty by Management shall receive non-pensionable 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 5.3-Overtime, all premium pay earned on stand-by will be paid in cash. Stand-by pay excludes time spent commuting to and from a worksite which requires an employee's presence. Such time shall 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 5.11,

Minimum Pay for Inspections in Off Duty-Hours, and shall not receive stand-by pay while receiving call back pay.

ARTICLE 5.13 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 5.14 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);
National Inspection Testing and Certification (NITC);

(any of the above professional associations 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, pensionable salary at the second premium level rate (5.5%) 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.

- B. Any Rehabilitation Construction Specialist, Code 1569, 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, pensionable salary at the second premium level rate above the step rate prescribed for the class.
1. Any Rehabilitation Construction Specialist, Code 1569, 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, Code 1569, 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.
- C. 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.
- D. 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.
- E. Following initial certification, LADBS periodically will provide training and materials on updated Code requirements as necessary.

Article 5.15 COURT APPEARANCES

Section I

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 (45) minutes of the court's noon recess, provided, however, that no such compensation shall be allowed unless such employee is in actual attendance in court. Such compensation for court appearances may be in either time off or cash 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. Effective January 1, 2011, Unit employees at step 5 of the salary range for their classification who received the salary adjustment provided for in C.1 above shall receive an additional salary adjustment of 2.75% twelve months after receiving the adjustment in C.1.
3. Effective January 1, 2012, Unit employees at step 5 of the salary range for their classification who received the salary adjustment provided for in C.2 above shall receive an additional salary adjustment of 2.75% twelve months after receiving the adjustment in C.2.

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

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

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

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

E. Employees with Intermittent Status (Employees in Salary Range or Flat-Rated Classes)

1. Effective January 1, 2010, Unit employees with intermittent status who have been compensated for at least 1000 hours subsequent to July 1, 2007 shall receive a salary adjustment of 2.75%.
2. Effective January 1, 2011, Unit employees with intermittent status with 1000 hours of compensated time subsequent to the 2.75% adjustment provided for in E.1 above shall receive an additional salary adjustment of 2.75%.
3. Effective January 1, 2012, Unit employees with intermittent status with 1000 hours of compensated time subsequent to the 2.75% adjustment provided for in E.2 above shall receive an additional salary adjustment of 2.75%.

ARTICLE 19 **OVERTIME PRACTICES**

Section I - Assignment of Overtime

When Management requires the use of overtime, the assignment of staff to work overtime shall be distributed as equitably as possible consistent with other sections of this Article.

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

Section II - Rate and Method of Overtime Compensation

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. All employees in this Unit shall be compensated in time off at the rate of one and one half (1½) hours for each hour of overtime worked or in cash at one and one-half times the employee's regular rate of pay. The method of overtime compensation shall be at the discretion of Management.

Section III – Compensated Time Off

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

In accordance with FLSA, no employee shall lose CTO. An employee who has requested the use of CTO must be permitted by Management to use such time within a reasonable time period after making the request unless the use of the CTO unduly disrupts the operations of the 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.

1040/2080 Plan

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

ARTICLE 20 **NIGHT ASSIGNMENT AND SHIFT DIFFERENTIAL PAY**

a) Second Night Assignment

The Library Department shall pay the bonus for all hours worked by a full-time librarian during the second night assignment. For the purpose of this Article, the second night assignment will be considered to be any scheduling requirement by Management that mandates that an employee must work a second evening shift in the same calendar week, which is considered to be Sunday through the following Saturday. An evening shift shall be considered to be any 8-hour work shift that starts at either 11:10 a.m. or 11:40 a.m. and ends at 8:10 p.m. or later.

The bonus shall be at the second premium level rate above the appropriate step rate of the salary range prescribed for the class of the employee working the qualifying shift.

Employees who specifically request to work a second night assignment are excluded from receiving the second night assignment bonus.

b) Shift Differential

Notwithstanding the provisions of Note N of Schedule A in Section 4.61 of the Los Angeles Administrative Code (LAAC), any employee who is assigned a work schedule that ends at 9:00 p.m. or later shall receive, for each such day worked, salary at the second premium level rate above the appropriate step rate of the salary range prescribed for the class. The procedure for the payment of adjusted compensation for work performed under the provisions of this Article shall be in accordance with Sections 4.72, 4.74 and 4.75 of the LAAC.

ARTICLE 21 **SUBSTITUTION FOR SUPERVISOR**

Absence of Regular Supervisor

Whenever Management initially assigns an employee to be temporarily in charge of a unit due to the absence of the regular supervisor, such employee shall become eligible for additional compensation upon completion of a qualifying period of fifteen (15) working days in such assignment at his/her regular rate of compensation. Effective on or after the start of the payperiod following Council adoption of this 2007-2012 MOU, such employee shall become eligible for additional compensation upon completion of a qualifying period of ten

3. In the event that two or more half-time employees have the same effective date of half-time status, but not all will have their hours reduced, then department hire date shall be used as a tie-breaker only.

For half-time employees who lose hours for the reasons cited above in this Article, upon the employee's request, the employee's name and hours lost will be recorded on a "lost hours" list. An employee's name is eligible to remain on the "lost hours" list for up to two years from the date the employee is placed on the list, after which the employee's name will be removed from the list. If hours are restored to a program, those hours will first be offered to employees on the list who were previously employed in that program in the reverse order of their placement on the list.

ARTICLE 5.0 COMPENSATION

ARTICLE 5.1 SALARIES

- A. The parties to this MOU jointly recommend to the City Council approval of the salaries set forth in Appendix A, Salaries.
- B. Effective June 25, 2017, employees covered by this MOU shall receive a two percent (2%) salary increase, as reflected in Appendix A.
- C. Effective January 7, 2018, each employee who is employed in a flat-rated classification shall receive a salary adjustment of 2.75%, as reflected in Appendix A.

ARTICLE 5.2 OVERTIME

- A. Distribution of Overtime

Management will attempt to assign overtime work as equitably as possible among all qualified employees in the same classification in the same organizational unit and work location. In the assignment of overtime under this provision, however, Management may consider special skills required to perform particular work.

- B. Non-emergency Overtime

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

C. Rate and Methods of Compensation

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. Management shall have the discretion to determine whether compensation shall be in cash or time off. In Recreation and Parks, all overtime will be compensated in cash. Compensated time for overtime worked shall be at the rate of one-and-one-half hours for each hour of overtime worked. If authorization for cash payment is made, the rate of pay shall be one-and-one-half times the employee's regular rate of compensation. Employees in departments other than Recreation and Parks who are compensated in time off will be permitted to accumulate up to 80 hours of compensated time off and take such accumulated time off for overtime worked upon request unless granting of such time would "unduly disrupt" the operations of the City department.

ARTICLE 5.3 SALARY LEVEL RETENTION

Intermittent Recreation Assistants shall be paid a rate corresponding to the first step in the salary range. Half-time Recreation Assistants who change to intermittent Recreation Assistants shall continue to be paid at the same rate at which they were last paid while a half-time employee, until such time as the first step in the salary range for the class meets or exceeds the salary for the employee.

ARTICLE 5.4 OFFICIATING BONUS

In addition to all regular compensation, Recreation Assistants will receive \$7.50 per hour for each hour assigned to perform officiating duties, prorated to the next nearest half-hour.

Additional compensation is non-pensionable.

ARTICLE 5.5 SHIFT DIFFERENTIAL

Notwithstanding the provisions of Note N of Schedule A of Section 4.61 of the LAAC, if an employee works eight hours or more on any one day, and more than 50% of that work day is after 5:00 p.m., the employee shall receive, for each day so worked, the second premium level rate above the rate currently received by the employee.

Additional compensation is pensionable when regularly assigned and non-pensionable when assigned on a daily basis.

ARTICLE 5.6 BILINGUAL DIFFERENTIAL

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

practices of additional compensation for employees required to use a language other than English shall be in accordance with Section 4.84 of the LAAC.

Such compensation shall be retroactive to the employee's first day in a bilingual position if the position has been previously certified as a bilingual position. However, if the position has not been previously certified as a bilingual position, the compensation shall be retroactive to the date of the supervisor's request for bilingual pay. Bilingual compensation shall not be paid unless the employee has been properly certified in accordance with the provisions of Section 4.84 of the LAAC.

Additional compensation is pensionable when regularly assigned and non-pensionable when assigned on a daily basis.

ARTICLE 5.7 SIGN LANGUAGE PREMIUM

Any qualified employee who is covered by the provisions of this MOU and is requested by the Personnel Director to utilize sign language shall receive a sign language premium of 2.75 percent of his/her salary for each business day the skill is used. Such practices of additional compensation shall be in accordance with Section 4.84.1 of the LAAC.

Additional compensation is non-pensionable.

ARTICLE 5.8 CIVIC DUTY

Any half-time employee, as defined by Article 4.1 of this MOU, who is served with a subpoena by a court of competent jurisdiction or an administrative body to appear as a witness during his/her scheduled working period, unless he/she is a party to the litigation or an expert witness (except when testifying as a City expert), shall receive his/her regular salary. Provided, however, that any witness fees received by the employee who receives regular salary pursuant to these provisions, except those fees received for services performed on a regular day off or holiday, shall be paid to the City and deposited in the General Fund. The absence of any half-time employee for the purpose of serving as a witness during his/her scheduled working period shall be deemed an authorized absence with pay. Any money received as compensation for mileage is not to be considered as a part of the employee's pay for these purposes.

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

ARTICLE 5.9 JURY SERVICE

Any half-time employee, as defined by Article 4.1 of this MOU, who is duly summoned to attend any court for the purpose of performing jury service or has been nominated and selected to serve on a Grand Jury shall, for those days during which jury service is actually performed and those days necessary to qualify for jury service, shall be compensated for the hours normally scheduled during the period of jury service.

The absence of any employee for the purpose of performing jury service shall be deemed to be an authorized absence with pay within the meaning of Section 4.75 of the LAAC.

The absence of an intermittent employee, as defined by Article 4.1 of this MOU, for the purpose of performing jury service shall be deemed to be an authorized absence without pay.

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

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

ARTICLE 5.10 MILITARY LEAVE

In accordance with Section 4.123 of the LAAC, every employee who qualifies for and is granted a military leave, whether temporary or otherwise, pursuant to the provisions of the Military and Veterans Code of the State of California, shall, before he/she is paid his/her salary or compensation during such leave, or any part thereof, as provided in said Code, furnish to his/her appointing authority two certified copies of his/her orders, one (1) copy to be filed in the department in which he/she is employed and the other with the Controller. In lieu of the orders, the employee shall furnish to the appointing authority, upon forms provided by the Controller, certified evidence of his/her entry into active service in the armed forces of the United States and the date thereof. Any certification required by this Article may be made by any commissioned officer of such armed forces. The Controller shall have power at any time to require such additional satisfactory evidence of the entry of such employee into active service in such armed forces and of the actual performance by the employee of ordered military duty during all or any part of such leave.

In determining whether an employee has been in the service of the City for a period of not less than one year immediately prior to the date on which the absence begins, continuous service shall be required.

ARTICLE 5.11 RECRUITMENT/RETENTION PAY

Effective the start of the pay period following the date of Council adoption of this MOU, any Recreation Assistant or Recreation Instructor assigned to work at one of the recreation facilities listed below shall receive, in addition to all regular compensation, \$0.50 per hour for each hour compensated.

Nickerson Gardens
Ramona Gardens
Imperial Courts
Jordan Downs

During the term of the MOU, Management and the Union will discuss the possible application of this pay to additional recreation facilities.

ARTICLE 5.12 CHILD CARE CERTIFICATE BONUS

Effective the start of the pay period following the date of Council adoption of this MOU, any Recreation Assistant assigned to a child care facility who is in possession of a current, valid Child Development Associate Teacher Permit or higher level permit issued by the California Commission on Teacher Credentialing shall receive, in addition to all regular compensation, \$1.00 per hour for each hour compensated. This bonus shall be operative the start of the pay period following presentation of the Permit to the immediate supervisor. Employees shall be required to maintain a current, valid Permit in order to receive the bonus.

ARTICLE 6.0 BENEFITS

ARTICLE 6.1 HEALTH AND DENTAL BENEFITS

During the term of this MOU, the City will provide benefits to all half-time employees as defined by Article 4.1 of the MOU in accordance with the Civilian Modified Flexible Benefits Program ("Flex Program") and any modifications thereto as recommended by the Joint Labor-Management Benefits Committee ("JLMBC") and approved by the City Council.

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

If there are any discrepancies between the benefits described herein and the Flex

ARTICLE 5.0 COMPENSATION

ARTICLE 5.1 OVERTIME

A. Distribution of Overtime

Management will 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. No employee shall work overtime without prior approval from his or her supervisor. 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. Working and not recording the time is similarly prohibited.

B. Non-emergency Overtime

Whenever Management deems it necessary to perform non-emergency work on an overtime basis, employees required to work will be given at least a forty-eight (48) hour notice.

C. Rate and Methods of Compensation — FLSA Non-Exempt Employees

Compensation for overtime worked by employees in classifications listed in Appendices B through D, herein, shall be for all hours worked in excess of forty (40) hours in a workweek, including all absences with pay authorized by law. Management shall have the discretion to determine whether overtime compensation shall be in cash or time-off. Overtime compensation shall be in time off at the rate of one and-one-half hours for each hour of overtime worked, or at the rate of one and-one-half (1.5) times the employee's regular rate of pay.

D. Compensated Time Off

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

In accordance with FLSA, no employee shall lose CTO. An employee who has requested the use of CTO for overtime worked must be permitted by Management to use such time within a reasonable time period after making the request unless the use of the CTO within a reasonable period would unduly disrupt the operations of the City department. 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 in excess of two hundred forty (240) hours be accumulated.

E. Salaried Employees

1. Employees in this unit who qualify for exemption from the FLSA overtime provisions based upon duties and who are receiving the Project Manager bonus, as provided for in this MOU, shall be treated as salaried employees, in accordance with the provisions of the FLSA as identified in LAAC section 4.113(b).

Salaried employees may be assigned 5/40, 4/10 9/80 or other schedules at the discretion of Management. Notwithstanding any LAAC and MOU provisions, or other City department rules and regulations to the contrary, these employees shall not be required to record specific hours of work for compensation purposes, although hours may be recorded for other purposes. These employees will be paid the predetermined salary for each biweekly pay period, as indicated in the appropriate salary appendices, and shall not receive overtime compensation. Salaried employees shall not be subject to deductions from salary or any leave banks for absences from work of less than a full workday. This provision applies to occasional partial day absences from work which are authorized by the appropriate supervisor designated by management. This provision does not apply to long-term or recurring partial day absences (e.g., intermittent leave/reduced work schedule for purposes of Family/Medical Leave).

Salaried employees shall not be subject to disciplinary suspension for a period of less than a workweek (seven days; half of the biweekly pay) unless based on violations of a safety rule of major significance. This requirement shall be superseded by the revised Department of Labor FLSA regulations pertaining to disciplinary suspensions of FLSA-exempt employees on the operative date of the FLSA regulations.

The appointing authority of each City department may grant time off for hours worked due to unusual situations.

2. In lieu of time off, the appointing authority may, with the approval of the Mayor, grant additional compensation when a salaried employee is assigned by Management to work additional hours outside of an employee's regular work schedule, in increments of a full day (8 hours), in unusual situations (e.g., earthquake, flood, sewage spills, emergency construction response, etc.). Compensation for each additional day shall be an amount equivalent to 4.6 percent of the monthly rate of the employee's appropriate step rate, as indicated in the appropriate salary appendix.

ARTICLE 5.2 OVERTIME MEAL ALLOWANCE

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

ARTICLE 5.3 CALL BACK AND OFF SITE/REMOTE ACCESS COMPENSATION

A. Call Back

Whenever an employee is ordered by the administrative head of his/her department, office or bureau, or his/her designee to return to duty following the termination of his/her work shift and departure from his/her work location, the employee shall receive a minimum payment equivalent to four (4) hours of work at the employee's regular rate of pay (overtime rate will be paid in accordance to Article 5.1, Overtime). Call Back time contiguous to and continuing into a normal work shift will not be treated as Call Back for purposes of this Article, but will instead be compensated as hour-for-hour overtime. The time of Call Back pay starts at the time that the employee is notified or when it is determined that returning to the work location is required.

B. Remote Access

Whenever an employee is required to perform job-related tasks either remotely or off-site or to troubleshoot, the employee shall receive compensation of no less than one (1) hour at the appropriate hourly rate. If the remote task(s) exceed one (1) hour in duration, the employee shall be compensated for each such hour at the appropriate hourly rate. If the employee is scheduled to be On Call/Standby then such compensation will be in addition to the compensation outlined in the On Call/Standby Compensation Article.

ARTICLE 5.4 ACTING PAY ASSIGNMENT

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

A. Absence at Higher Level Position

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

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

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

B. Vacant Higher Level Position

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

C. Status Review

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

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

D. Compensation

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

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

ARTICLE 5.5 OUT-OF-CLASS ASSIGNMENTS

A. 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.

B. Waivers and Exceptions

1. Nothing in this Article 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.
2. 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.

C. 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, unless or until he has been appointed to a higher classification or pay grade, except as provided in Article 5.4, Acting Pay Assignment. In the event that said assignment exceeds thirty (30) 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 5.6 MILEAGE

Each employee that is authorized to use his/her own vehicle, pursuant to Division 4, Chapter 5, Article 2 of the LAAC, in the performance of his/her duties shall be reimbursed for transportation expenses for all miles traveled in any biweekly period, in addition to any and all salaries and other compensation otherwise provided for by law at an amount equal to the annual standard car mileage allowance as determined by the Internal Revenue Service (IRS). The CAO shall certify to the Controller appropriate changes, if required, to become effective at the beginning of the first full pay period in which the IRS reimbursement rate change is effective.

Notwithstanding Section 4.231 of the LAAC, employees authorized to use their personal vehicles pursuant to Section 4.229 of the LAAC who are required by Management to bring the vehicle to work shall receive a minimum payment of 10 miles per day, regardless of whether the vehicle is driven for City business.

ARTICLE 5.7 EARLY REPORT PAY

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

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

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

ARTICLE 5.8 ON CALL/STAND-BY COMPENSATION

Any bargaining unit employee shall receive standby compensation at the rates specified below when assigned by management to standby during their off duty hours:

- A. Employees assigned to standby on weekends and holidays shall receive one hour compensation at straight time for every six hours they are required to standby.
- B. Employees assigned to standby at all other times shall receive one hour of compensation at straight time for every eight hours they are required to standby.

When an employee is scheduled for On Call/Standby then such compensation will be in addition to the compensation outlined in the Call Back Pay and Off Site/Remote Access Compensation Articles.

ARTICLE 5.9 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 bilingual 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 (1) premium level rate (2.75%) for duties requiring that they converse fluently in a language other than English, or of two (2) premium level rates (5.5%) for duties requiring that they interpret a language other than English, in addition to conversing fluently in that other language. The Bilingual Differential payment is pensionable when regularly assigned.

Compensation provided for in this Article shall be retroactive to the employee's first day in a bilingual position.

ARTICLE 5.10 SALARIES

The parties to this MOU jointly recommend to the City Council approval of the salaries set forth in the attached Salary Appendices. These appendices shall incorporate the agreement of the parties that effective December 13, 2015, employees will be subject to

a new salary step structure and that effective June 26, 2016, employees covered by this MOU shall receive a two percent (2%) salary increase.

A. SALARY STEPS

Effective December 13, 2015, notwithstanding LAAC Section 4.92, a new 12-step salary structure will be established as follows:

1. Three (3) additional salary steps will be added to the lower end of each salary range (Steps 1, 2, and 3). These new steps shall be separated by one (1) premium level.*
 - a. Employees hired into trainee-level positions shall be hired at Step 1 and shall remain on Step 1 for the duration of a twelve (12) month probationary period. Trainee-level position hourly wages will begin one (1) premium level below the entry level of the targeted Civil Service classification which will not be below fifteen dollars (\$15.00) per hour.
 - b. Employees hired into non-trainee positions shall be hired at Step 2 (or appropriate higher step in accordance with applicable MOU provisions or LAAC Section 4.90).
 - c. Employees shall remain on Steps 2 and 3 for nine (9) months each.
2. Current Steps 1 through 5 will be renumbered Steps 4 through 8. These steps will be separated by two (2) premium levels (Step 4 will be one premium level above Step 3). Employees shall advance to each subsequent step after twelve (12) months.
3. Current Steps 6 through 8 will be renumbered Steps 9 through 11. These steps will be separated by one premium level (Step 9 will be one premium level above Step 8). Employees shall advance to each subsequent step after twelve (12) months.
4. A new Step 12 will be created which will be one premium level above Step 11. No employee shall be eligible to move to Step 12 sooner than January 7, 2018.

*On the City's salary range tables, each premium level is equal to approximately 2.75%.

B. SALARY ADJUSTMENTS

1. Effective December 13, 2015, salary anniversary dates shall be frozen and current employees shall be reassigned to a new salary step which

includes one step advancement according to the following conversion table according to the following conversion table:

5-Step Salary Step	12-Step Salary Step
1	5
2	6
3	7
4	8
5	9

2. Effective January 10, 2016, each employee will advance one step on the salary range regardless of their salary step.
3. Effective June 26, 2016, each employee will advance one step on the salary range regardless of their salary step. This step advancement shall occur prior to application of the two percent (2%) salary increase scheduled for the same date.
4. Salary anniversary dates shall be unfrozen effective June 27, 2016. However, no employee may advance to Step 12 until January 7, 2018.

C. EXTENSION OF STEP ADVANCEMENT DATE

Uncompensated absences of sixteen (16) days (128 hours for employees on a work schedule other than 5/40) or less during the 2080 hour qualifying period and during each subsequent 2080 hour annual period shall not extend the step advancement date. The step advancement date shall be extended one (1) working day for each working day absence (or one hour for each hour of aggregated uncompensated absence in excess of 128 hours). Employees who are injured on duty and are compensated in accordance with State of California Labor Code, Division IV and LAAC Division 4, Article 7 shall not have their step advancement date changed due to their workers' compensation status.

D. CONSECUTIVE APPOINTMENTS WITHIN A TWELVE MONTH PERIOD

Consecutive appointments or assignments to positions with the same top step salary rate in the twelve (12) months (2,080 hours) following an appointment or assignment shall be treated as one (1) appointment or assignment for step advancement purposes.

E. APPOINTMENTS TO NEW POSITIONS WITH THE SAME OR LOWER SALARY RANGE

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

F. PROMOTIONAL DIFFERENTIAL

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

ARTICLE 5.11 SUPERVISORY DIFFERENTIAL

Notwithstanding Section 4.62.2 of the LAAC, any bona fide supervisory employee as defined by that Section, in the classes and pay grades listed below, who is at the top step of the salary range and is required to supervise any subordinate who regularly receives a professional registration bonus pursuant to Article 9.6, Registration and Certification Bonuses of this MOU, shall receive a supervisory differential at the rate of two (2) premium level rates above the base rate, including the registration bonus, of the highest paid subordinate.

No other shift differentials, bonuses, or premiums will be included in computing the subordinate's pay level.

The CAO shall investigate all employment situations described by this Article in the manner described by LAAC Section 4.62.2 and shall notify the Controller whenever a supervisory differential authorized pursuant to this Article shall be retroactive to when the employee was first assigned to the position for which the supervisory differential is authorized.

Class Code	Class Title
7926-3	Architectural Associate III
7542-3	Building Electrical Engineering Associate III
7557-3	Building Mechanical Engineering Associate III
7246-3	Civil Engineering Associate III
7607-3	Communications Engineering Associate III
7230-3	Control Systems Engineering Associate III
7525-3	Electrical Engineering Associate III
7253-3	Engineering Geologist Associate III
7933-3	Landscape Architectural Associate III
7967-3	Materials Testing Engineering Associate III
7554-3	Mechanical Engineering Associate III
7871-3	Environmental Engineering Associate III
7527-3	Street Lighting Engineering Associate III
7957-3	Structural Engineering Associate III
7280-3	Transportation Engineering Associate III

In the Police and Fire Departments, members of this Unit shall be eligible for a supervisory differential, as a "bona fide supervisory employee," in accordance with Section 4.62.2 of the LAAC, when regularly assigned as a supervisor with full administrative and technical authority to assign, review and approve the work of civilian subordinates. The salaries of any sworn subordinates shall not be used in determining eligibility for the supervision differential described in LAAC Section 4.62.2 or elsewhere in this Article.

ARTICLE 5.12 SHIFT DIFFERENTIAL

Notwithstanding the provisions of Note N of Schedule A of Section 4.61 of the LAAC, any employee, when required to work 50% or more of his/her time during his/her regular shift on 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 rate of the salary range prescribed for his/her classification. The procedure for the payment of adjusted compensation for work performed under the provisions of this Article shall be in accordance with Sections 4.72, 4.74, and 4.75 of the LAAC. This bonus is pensionable when regularly assigned and non-pensionable when assigned on a daily basis.

ARTICLE 5.13 COURT APPEARANCES

- A. The following court provisions will apply to all employees in the Unit, except those in the Police Department.

When an employee is required to appear in the Superior or Federal Court in and for the County of Los Angeles outside of his/her normal duty hours, but on a matter arising within the scope of his/her employment, said employee shall be entitled to receive a minimum of one hour at one and one-half (1.5) times his/her regular rate of pay. Time spent in excess of the one-hour minimum guarantee shall also be at the rate of one and one-half (1.5) times the employee's regular rate of pay, payable in six (6) minute increments. No compensation shall be paid for the first forty-five (45) minutes of the Court's noon recess, provided, however, that no such compensation shall be allowed unless such employee is in actual attendance in court. Such compensation for court appearances may be in either time off or cash. Call back provisions are not applicable to court appearances.

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

1. Basic Compensation

- a. 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.

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

Length of Recess	Amount of Compensation
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.

2. 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 B (1) (a) above, for each case for a total of four (4) hours. In addition, he/she shall receive hour-for-hour overtime compensation for each additional hour of actual court attendance in excess of two (2) hours.

3. Exceptions to the Two-Hour Minimum

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

- a. 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 B (1) (b) above.

- b. 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 B(1)(b) above.
- c. Court appearances or on-call that begins during an employee's regularly assigned shift. Compensation will be for the actual time between the end of the employee's assigned shift and the termination of the appearance or on-call status with the same noon recess provisions as outlined in paragraph B(1)(b) above.

ARTICLE 5.14 SIGN LANGUAGE PREMIUM

Any qualified employee covered by the provisions of the MOU who is requested by the deaf-mute assistance center to utilize sign language shall receive compensation equal to one premium level rate (2.75%) of their salary or wages for each business day the skill is utilized. The Sign Language Premium Pay is not pensionable.

ARTICLE 5.15 DISTURBANCE COMMUNICATION

Disturbance Communication is defined as any communication to City and non-City owned devices or software products with the expectation that the employee will respond prior to the start of the employee's next regularly scheduled work shift.

Disturbance communication includes, but is not limited to, phone calls, email, texts/instant messaging and any other form of communication.

Any FLSA Non-Exempt bargaining unit employee shall be eligible for compensation under this Article.

Whenever employees are contacted while on off-duty status by the Department head or designee, to furnish information needed to maintain the continuity of City business, without the necessity of having to report for duty personally, such employees shall receive a minimum of one (1) hour of compensation subject to the following limitations:

1. Only the first disturbance communication made in any one calendar day shall qualify for the minimum one hour of compensation described above. The time actually spent on such disturbance instance will be considered hours worked for that workweek. Thereafter, compensation for all other qualifying disturbance calls totaling an aggregate of ten (10) minutes or more in that same calendar day shall

- (2) Management will give favorable consideration to a temporary shift and/or days off swap mutually agreed upon by employees where such swap will not result in overtime or payment in (1) above and does not affect the operating efficiency of the facility or quality of service to the public. Such swaps, if approved, are not intended to be for an extended period of time and shall not exceed the period of time necessary to complete the activity that prompted the request. Requests shall be submitted by the employee requesting the swap in writing and shall indicate the day(s) involved and the employee with whom the swap is to be made. Such swaps are understood to be an accommodation for the convenience of the requesting employee, which Management is under no obligation to grant. Such requests, if denied, shall not be grievable. No swaps granted pursuant to this provision shall result in additional compensation or benefits to any employee in excess of that which would have been applicable if the swap had not taken place. Such swaps must be reconciled by both parties within the same pay period.
- (3) No work schedule shall be changed unless it is predicated entirely upon the operating needs of the Bureau or Department, and shall not be for the purpose of avoiding the payment for overtime work.
- (4) Employees assigned to temporary assignments under this Article shall be notified of the approximate duration of the assignment.

SECTION 6.0 COMPENSATION

ARTICLE 6.1 SALARIES

The parties to this MOU jointly recommend to the City Council approval of the salaries set forth in the attached Salary Appendices. These Appendices shall incorporate the agreement of the parties that:

- A. Effective June 25, 2017, employees covered by this MOU shall receive a two percent (2%) salary increase.
- B. Effective January 7, 2018, each employee who is employed in a flat-rated classification shall receive a salary adjustment of two and three-quarters percent (2.75%).

PROMOTIONAL DIFFERENTIAL

Notwithstanding the rate provided for in LAAC Section 4.91, effective December 13, 2015, employees who receive a promotion shall be moved to the salary step that provides a minimum of five and one-half percent (5.5%) increase over the rate received in the former position. As provided in LAAC Section 4.91, any regularly assigned bonus or premium compensation amounts shall be included in calculating the step rate for the

former position and added to the new salary, if applicable, after determining the appropriate salary step rate for the new position.

ARTICLE 6.2 OVERTIME

A. MANAGEMENT AUTHORITY

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

B. DISTRIBUTION OF OVERTIME

Management will attempt to assign overtime work as equitably as possible among all qualified employees in the same classification in the same organizational unit and work location. In the assignment of overtime under this provision, however, Management may consider special skills required to perform particular work. Overtime records of said employees may be inspected at reasonable times and intervals by a full-time Union Staff Representative, a representative designated by the Union, who shall be a member of the Unit and employed at said work location.

Notwithstanding the foregoing, a supervisor shall make a sincere effort to relieve an employee working overtime whenever said employee so requests.

C. OVERTIME RATE AND METHOD OF COMPENSATION

- (1) All employees in these Unit shall be compensated in cash or time off at the rate of time and one-half (1.5) the employee's regular straight time hourly rate for all hours worked in excess of forty (40) hours in any workweek. Management shall determine whether compensation shall be in cash or time off based on the availability of overtime funds. (Non-pensionable)
- (2) Effective December 13, 2015, no more than one hundred and sixty (160) hours of compensatory time off may be accumulated at any time and employees may use this compensatory time upon request, unless granting of such time would unduly disrupt the operations of the department. Employees may accumulate hours in excess of one hundred and sixty (160) hours for a temporary period of time.
- (3) If compensatory time off over one hundred and sixty (160) hours cannot be taken within one (1) year after such overtime was worked, Management may direct employees to use the accumulated time that exceeds one hundred and sixty (160) hours prior to the end of the fiscal

year; require employees to use such time in lieu of vacation or other leave time; or authorize compensation in cash. No employee shall lose accumulated time off.

- (4) Upon an employee's request, Management may compensate the employee in cash or all or part of the employee's compensatory overtime bank at any time, subject to the availability of funds.
- (5) Under no circumstances shall compensated time off in excess of two hundred and forty (240) hours be accumulated. Unless funds are available to pay overtime in cash, no additional overtime shall be approved until the employee's accumulated overtime balance is reduced below two hundred and forty (240) hours.
- (6) Overtime shall not be paid more than once for any hours worked, and there shall be no pyramiding of overtime.

D. OVERTIME MEAL ALLOWANCE

Whenever the City requires an employee to work at least four (4) hours in excess of the employee's regularly scheduled work shift on a normal work day, or at least four (4) hours in excess of a scheduled overtime work shift on a normal work day off or at least four (4) hours on an unscheduled overtime work shift the employee shall be paid an overtime meal allowance in the amount of ten dollars (\$10.00). (Non-pensionable)

ARTICLE 6.3 CALL BACK PAY, STANDBY AND DISTURBANCE CALL PROVISIONS

A. CALL BACK PROVISIONS

Whenever an employee is required by Management to immediately return to duty following the termination of the employee's work shift and departure from the employee's work location, the employee shall receive a minimum payment equivalent to four (4) hours of work at the regular overtime rate for the class as set forth in Article 6.2, Overtime. Notwithstanding the provisions of Article 6.2, Overtime, all overtime earned as a result of call back will be paid in cash. Compensated time shall begin at the time the employee is called out and end upon completion of the job. It is agreed that this compensated time includes a maximum of one (1) hour travel time to the job location. (Non-pensionable)

B. 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.

(2) While each plant/facility will have a separate standby list, an employee may be called to report to any plant/facility.

(3) 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.

(4) Management may supply eligible employees with electronic "beepers". When a "beeper" call is made to an employee, that employee shall return the call promptly, by telephone, and report to the required plant within an hour of the telephone response. Failure to respond by telephone promptly and to show at the designated plant within an hour may result in deletion from the standby list.

(5) Standby Pay

Employees will be paid two dollars and twenty-five cents (\$2.25) for each hour assigned to standby. When called, the employee will be paid at the regular overtime rate for the class from the time of the telephone response through to the end of the job. A minimum of four (4) hours of overtime is guaranteed for each call. However, employees will not receive pay of two dollars and twenty-five cents (\$2.25) per hour for any time the employee is receiving pay pursuant to this MOU, including the four (4) hour overtime guarantee described herein as "Call Back Provisions." (Non-pensionable.)

Notwithstanding the provisions of Article 6.2, Overtime, all overtime earned on standby will be paid in cash, and standby time shall not count as hours worked for the purpose of computing overtime pay.

C. DISTURBANCE CALLS

Whenever an employee is contacted while on off-duty status by the Department/City to furnish information or take action needed to maintain the continuity of City business without the necessity of having to personally report for

duty, such employee shall receive a minimum of one hour of compensation at the overtime rate of time and one-half (1.5) in cash or compensated time off, as determined by the Department head or designee, for each such incident. Work in excess of one (1) hour shall be treated in accordance with the call back provisions of this MOU, except that any employee receiving stand-by pay for the same day shall not be eligible to receive compensation under this Article for that day. (Non-pensionable)

ARTICLE 6.4 ADJUSTED SALARY FOR SPECIFIED ASSIGNMENTS

- A. Premium pay shall be administered in accordance with the provisions of LAAC Sections 4.61 (Schedule A, Note H), 4.72, 4.74, and 4.75.
- B. Employees shall not be eligible for adjusted salary under the provision of LAAC Section 4.61, Schedule A, former Note K (repealed in 2004). In lieu thereof, employees shall receive additional salary as specified below in subsection C, Obnoxious Conditions, of this Article.

C. SHIFT DIFFERENTIAL

Effective December 13, 2015, any employee, when required to work more than fifty percent (50%) of any work shift, as defined under Article 5.1 subsection D, Workweek and Hours, between the hours of 5:00 p.m. and 8:00 a.m., shall receive for each such shift worked, five and one-half percent (5.5%) above the appropriate base rate of the employee's classification.

D. HAZARDOUS CONDITIONS (Note H)

Any employee, when required to perform duties more than fifty percent (50%) of his/her regular shift on any one day, shall receive for each such day worked, five and one-half percent (5.5%) above the appropriate base rate of the employee's classification when the duties consist of:

- (1) Working on a ladder, scaffolding, a hydraulic lift platform, or scaffold or other device that is suspended by ropes or cable; or
- (2) Operating compressed air spraying 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; or,
- (3) Working in a deep sewer over eight feet in depth consisting of timbering, shoring, tunneling, pipe laying and concreting.

E. OBNOXIOUS CONDITIONS

Employees shall not be eligible for adjusted salary under the provision of LAAC Section 4.61, Schedule A, former Note K (repealed in 2004). In lieu thereof, employees shall receive the following additional salary:

Any employee, when required to perform duties more than fifty percent (50%) of his/her regular shift on any one day, consisting of working on sewage/wastewater disposal facilities and equipment or cleaning catch basins or transporting sewage or catch basin debris, shall receive for each such day worked, five and one-half percent (5.5%) above the appropriate base rate for the employee's classification.

F. PROCEDURE FOR PAYMENT

The procedure for the payment of premium pay under this Article shall be in accordance with LAAC Sections 4.72, 4.74, and 4.75, which are summarized below:

- (1) Section 4.72: *Premium pay authorization* - Requires that premium pay must be authorized in the Department Personnel Ordinance for the affected department or ordered by resolution of the City Council and approved by the Mayor.
- (2) Section 4.74: *Excluded classifications* - Excludes certain classifications named in the Code (and their successor classes) from premium pay because the premium is built into the base salary or wage of these classifications. (Salary Note 8 of this MOU lists the classifications in this MOU with base wages containing such built in premiums.)
- (3) Section 4.75: *Regular assignment* - Entitles employees who are regularly assigned to work in the situations which qualify for premium pay (i.e., who perform the qualifying duties every work day) to receive the premium pay during absences such as vacation, holiday, sick leave, or other authorized absence with pay. This Section also provides that when employees are regularly assigned, cash compensation for overtime will include the premium. (Pensionable)

ARTICLE 6.5 ACTING PAY

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

A. ABSENCE AT HIGHER LEVEL POSITION

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

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

B. VACANT HIGHER LEVEL POSITION

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

C. STATUS REVIEW

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

D. COMPENSATION

An employee qualifying for additional compensation under this Article shall receive five and one-half percent (5.5%) above the appropriate biweekly rate for

his/her classification for each day on duty (present for 50% or more of the work day) in an acting assignment. (Non-pensionable)

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

ARTICLE 6.6 JURY SERVICE

- A. Any employee duly summoned to attend any court of competent jurisdiction for the purpose of performing jury service shall, for those days during which jury service is actually performed and those days necessary to qualify for jury service, receive his/her regular salary. The absence of the employee for the purpose of performing jury service shall be deemed to be an authorized absence with pay within the meaning of LAAC Section 4.75.
- B. During the time the employee is actually reporting for jury service, the head of the department, office, or bureau, or his/her designee will convert the employee's usual shift to a regular five-day, Monday through Friday day shift. However, employees may choose to remain on an alternative work schedule (9/80, 4/10, or 3/12) or on an off-watch schedule during jury service with the understanding that jury service on a regularly scheduled day off (RDO) will not be compensated. Employees must report for work on any day of his/her converted shift that he/she is not required by the court to perform jury service.
- C. Compensation for mileage paid by the courts for jury service shall be retained by the employee.
- D. Employees performing jury service on a designated City holiday shall be compensated for the designated City holiday; additional time off for that holiday shall not be provided.

ARTICLE 6.7 SUBPOENAED WITNESS COMPENSATION

- A. Subject to the exceptions and provisions of paragraphs B, C, and D of this Article, any employee in this Unit who is served with a subpoena by a court of competent jurisdiction or an administrative body to appear as a witness during his/her scheduled working period, unless he/she is a party to the litigation or an expert witness, shall be granted pay in the amount of the difference between the employee's regular earnings (excluding any potential overtime) and the witness fee. Any money received as compensation for mileage is not to be considered as a part of the employee's witness fees.
- B. This Article does not apply to any employee:
 - (1) Subpoenaed to appear in any proceeding as a litigant or as an expert witness;

- (2) Subpoenaed to appear as a witness in any action brought about as a result of his/her own misconduct, or brought about through his/her connivance;
 - (3) Making an appearance for which he/she receives compensation in excess of his/her regular earnings; or
 - (4) Subpoenaed to appear or appearing during his/her off duty hours.
- C. The Police Department may reschedule an employee so that his/her subpoena does not conflict with his/her hours of work; arrange with the subpoenaing authority to place the employee in an "on call" status; or reschedule an employee subpoenaed to appear during off duty hours to alternate hours.
- D. All departments other than the Police Department may, with the consent of the subpoenaed employee, reschedule that employee so that his/her subpoena does not conflict with his/her hours of work; arrange with the subpoenaing authority to place that employee in an "on call" status; or reschedule that employee subpoenaed to appear during off hours to alternate hours.
- E. The absence of an employee in this Unit for the purpose of serving as an expert witness during his/her scheduled working period, subject to the provisions of paragraphs A through D of this Article, shall be deemed an authorized absence with pay within the meaning of LAAC Section 4.75 with pay calculated pursuant to this MOU.

ARTICLE 6.8 MILEAGE

Each employee that is authorized to use his/her own vehicle, pursuant to LAAC Division 4, Chapter 5, Article 2, in the performance of his/her duties, shall be reimbursed for his/her transportation expenses at a rate equal to the standard mileage allowance determined by the Internal Revenue Service ("IRS") for all miles driven in a biweekly pay period, in addition to any and all salaries and other compensation otherwise provided for by law.

During the term of this MOU, the cents per mile reimbursement shall be adjusted to an amount equal to the annual standard mileage allowance as determined by the IRS. The CAO shall certify to the Controller appropriate changes, if required, to become effective the beginning of the pay period in which the change occurs.

ARTICLE 6.9 REIMBURSEMENT FOR LICENSE RENEWAL

Any employee in the following classes, who is required to maintain one or more of the following City and/or State licenses as a condition of employment, shall be reimbursed

by the City for the cost of renewing the license(s) upon presentation by the employee of a paid receipt for such cost:

A. Wastewater Treatment Certificate License (State)

<u>Code</u>	<u>Title</u>
4121	Wastewater Treatment Operator
4122	Intermediate Wastewater Treatment Operator
4123-1/2/3	Wastewater Treatment Operator I/II/III
4124	Senior Wastewater Treatment Operator

B. Unlimited Steam Engineer's License (City)

<u>Code</u>	<u>Title</u>
5865	Diesel Plant Operator
5923	Building Operating Engineer
5925	Senior Building Operating Engineer
5927	Chief Building Operating Engineer

C. Water Treatment Plant Certificate (State)

<u>Code</u>	<u>Title</u>
5853	Electric Pumping Plant Operator

D. Diesel Engineer's License (City)

<u>Code</u>	<u>Title</u>
5865	Diesel Plant Operator

The provisions of this Article shall apply to renewal of any license, certificate of competency or registration required by the City for the classification except that no reimbursement will be provided for driver's licenses.

ARTICLE 6.10 TEMPORARY ASSIGNMENT TRAVEL ALLOWANCE

Notwithstanding LAAC Section 4.222, whenever an employee is required to travel directly between his/her home and place of temporary assignment as provided in LAAC Section 4.221, he/she shall receive payment of six dollars and fifty cents (\$6.50) for each day that such travel occurs. Any employee who qualifies for reimbursement under the provisions of both LAAC Sections 4.222 and 4.222.1 shall receive payment of eight dollars and fifty cents (\$8.50), for each day so qualified. All other provisions of LAAC Section 4.220-4.226 which relate to payment for travel of certain employees from their homes to temporary job location and from job-to-job locations remain unchanged.

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 unit and work location. However, Management may consider special skills required to perform particular work. The parties understand that, except in cases of acute medical emergency or when required to adhere to existing Department rules or regulations, no employee shall work overtime without prior approval from his or her supervisor. Unofficial overtime, "white time," is absolutely prohibited. Failure to secure prior approval to work overtime may result in discipline. All hours worked by employees covered under Section II A and C shall be recorded on their time sheets.

Section II Rates and Methods of Compensation

A. General

All employees in this Unit, except Physicians, Occupational Psychologists, Police Psychologists, Fire Psychologists, Veterinarians, and Zoo Veterinarians shall be compensated for overtime for all hours worked in excess of 80 hours in a pay period including all absences with pay authorized by law. Compensation for these employees shall be in time off at the rate of one and one-half (1½) the employees' regular rate of pay. The form of compensation shall be at the discretion of Management. These employees shall be subject to deductions from salary or any leave banks for any absence from work for less than a full workday.

B. Occupational Psychologists, Police Psychologists, Fire Psychologists, Veterinarians, Zoo Veterinarians, and Physicians not assigned to the City Jails

Employees who are employed in the classifications and pay grades of Occupational Psychologist, Police Psychologist, Fire Psychologist, Veterinarian, Zoo Veterinarian, and Physician not assigned to City Jails shall not receive overtime compensation and shall be paid a predetermined salary for each biweekly pay period. These employees shall not be subject to any deductions from salary or any leave banks for any absence from work for less than a full workday.

C. Physicians and Nurses Assigned to City Jails

1. Physicians

- a. Any person in the class of Physician I, Code 0651, when regularly assigned to work in City Jails, shall be paid a predetermined salary for each biweekly pay period, and shall not receive paid overtime compensation but may accrue compensatory time off (CTO) in the manner described below. These employees shall not be subject to any deductions from salary or any leave banks for any absence from work for less than a full workday except for the current practice regarding deductions from salary and leave banks for absences from work resulting from personal illness, family illness and paid holidays.

- b. Whenever a physician is required to work an additional shift at the jails in addition to his/her regular work schedule including all absences with pay authorized by law such excess hours shall be recorded at the rate of one hour for each full hour worked. The record thereof maintained in the Personnel Department provided that no period of less than one hour shall be accrued and recorded on any particular day. No additional compensation for excess hours worked shall be authorized for physicians assigned to the jails except as provided in this paragraph.
 - c. Notwithstanding the above, the number of hours which may be accrued for any employee during the calendar year shall be limited to 200 hours at any given time during the calendar year.
 - d. Any balance of accrued but unused hours, up to the amount of 200 hours, remaining at the end of a calendar year will be carried over to the next calendar year. However, any hours in excess of 200 remaining unused at the end of a calendar year shall be deemed waived and lost. At no point shall any employee be allowed to keep a balance of more than 200 hours on the books.
 - e. With the consent of management, any employee having excess hours accrued may take compensatory time off in an amount equal to the number of hours so recorded; but in no event shall an employee be permitted to take more than 200 hours of compensatory time off in a calendar year.
 - f. The request for such time off will be promptly approved by Management subject to the operating needs of the Jails if the request is made at least two weeks prior to the requested date. If an emergency prevents the employee from taking such previously approved time off, Management shall reschedule the time off so that it can be taken on some other mutually satisfactory date.
 - g. No employee shall be paid in cash for any accumulated excess hours, either during the period of employment or at the time of separation from City service.
- 2. Physicians Assigned to Medical Services Division – Any Physician I or II, regularly assigned to the Medical Services Division, Occupational Health Section, who agrees to work at the City Jails outside of and in addition to his or her regularly scheduled hours of work, shall be allowed to accrue and use compensatory time in the manner described above.
 - 3. Nurses

Employees in the class of Correctional Nurse, Code 2317, shall receive overtime compensation as specified in Section II. A. of this Article.

Section III Compensated Time Off (CTO)

All employees in this Unit except Physicians, Occupational Psychologists, Police Psychologists, Fire Psychologists, Veterinarians, Zoo Veterinarians, and Physicians assigned to the Personnel Department City Jails may, subject to Management's discretion, be permitted to accumulate up to 80 hours of compensatory time off (CTO). On occasion, employees may accumulate CTO in excess of 80 hours for a temporary period of time. If an employee does not schedule and take CTO over 80 hours prior to the end of the fiscal year, Management may require employees to use CTO prior to the end of the fiscal year; require employees to use such time in lieu of vacation or other leave time; provided that an employee will not be subject the loss of vacation accrual 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.

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

Section IV Disciplinary Suspensions

Employees in this bargaining unit shall not be subject to disciplinary suspension for periods other than one or more full workweeks (half of the biweekly pay) unless based on violations of a safety rule of major significance. This requirement shall be superceded by the revised Department of Labor FLSA regulations, which took effect on August 23, 2004, pertaining to disciplinary suspensions of FLSA exempt employees. Salaried employees in this unit shall not be subject to disciplinary suspension for period of less than a workweek (seven days; half of the biweekly pay) unless the discipline is based on violations of a safety rule of major significance or misconduct.

Section V Emergencies and Unusual Occurrences

Effective January 1, 2008, notwithstanding Los Angeles Administrative Code Section 4.116(e), an appointing authority may, with the approval of the Mayor, grant additional compensation to salaried, FLSA-exempt employees in this Unit when an employee(s) is assigned by Management to work additional hours outside of an employee's regular work schedule, in increments of a full day (8) hours, in emergency or unusual situations (e.g. earthquake, flood, sewage spills, emergency construction response, etc.). Compensation for each additional day shall be an amount equivalent to 4.6% of the monthly rate of the employee's appropriate step rate, as indicated in the appropriate salary appendix of this MOU.

ARTICLE 29 REST PERIODS

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

ARTICLE 40 MILEAGE

Pursuant to the provisions of Division 4, Chapter 5, Article 2 of the LAAC, employees authorized to use their personal vehicles in the performance of their duties shall be reimbursed for each mile traveled in any biweekly pay period at a rate equal to the Internal Revenue Service (IRS) annual standard car mileage allowance in effect at that time.

During the term of this MOU, the cents per mile reimbursement shall be increased or decreased to an amount equal to the annual standard car mileage allowance as determined by the IRS. The City Administrative Officer shall certify to the Controller appropriate changes, if required, to become effective the beginning of the pay period in which January 1 falls, or on such other date as the IRS may determine.

ARTICLE 41 OVERTIME

Assignment of Overtime

Management will attempt to assign overtime work as equitably as possible among all qualified employees in the same classification, in the same organizational unit and work location. However, Management may consider special skills required to perform particular work. The parties understand that no employee shall work overtime without prior approval from his or her supervisor and that unofficial overtime "white time" is absolutely prohibited; all hours worked by FLSA non-exempt employees shall be recorded on their time sheet. 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.

Non-emergency Overtime

Whenever Management deems it necessary to perform non-emergency work on an overtime basis, employees required to work will be given at least seventy-two (72) hours' notice whenever possible.

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. All employees in this Unit shall be compensated in time off at the rate of one and one half (1½) hours for each hour of overtime worked or in cash at one and one-half times the employee's regular rate of pay, at the discretion of management.

Compensated Time Off

Employees may, subject to Management discretion, 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 accumulated overtime that exceeds 80 hours prior to the end of the fiscal year; require employees to use CTO that exceeds 80 hours in lieu of vacation (unless the mandatory use of compensatory time off would result in the loss of vacation accumulation) or other leave time; or authorize cash payment. In the event sufficient funds are not available to provide cash compensation for all or a portion of the CTO hours in excess of 80, Management may extend the time limit for a period not to exceed one year. In accordance with FLSA, no employee shall lose accumulated time off.

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

An employee who has requested the use of CTO must be permitted by Management to use such time within a reasonable period after making the request unless the use of the CTO within a reasonable period unduly disrupts the operations of the City department, provided that such CTO was earned pursuant to the FLSA definition of overtime rather than the MOU definition of overtime. (FLSA overtime is for all hours **actually worked** over 40 in the workweek; MOU overtime is for all **compensated** hours over 40 in a workweek.)

1040/2080 Plan

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

ARTICLE 42 FAMILY AND MEDICAL LEAVE

I. Authorization for Leave

Up to four (4) months (nine [9] pay periods [720 hours]) of family or medical leave shall be provided for the purpose of childbirth, adoption, foster care of a child, or serious health condition of an immediate family member (as defined in Article 31), upon the request of the employee, or designation by Management in accordance with applicable Federal or State law, notwithstanding any other provisions of this MOU or the LAAC to the contrary.

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

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

Employees who are required by Management to wear a specific safety-type work shoe/boot or a uniform shoe/boot and whose employing department does not already provide said shoes or boots or a cash allowance, shall receive an annual cash allowance of two hundred dollars (\$200.00) for the purchase, repair and maintenance of said shoes or boots provided they are on active payroll status each January 1 during the term of this MOU. This payment shall be made by separate check to eligible employees in each February for the term of the MOU.

SECTION 6.0 COMPENSATION

ARTICLE 6.1 BILINGUAL DIFFERENTIAL

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

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

ARTICLE 6.2 SIGN LANGUAGE PREMIUM

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

ARTICLE 6.3 SHIFT DIFFERENTIAL

Employees covered by this MOU, excluding employees in the classes of Municipal Police Sergeant, Code 3185, and Municipal Police Lieutenant, Code 3198, who are required to work between the hours of 5:00 p.m. and 8:00 a.m. shall receive compensation at the appropriate step of the second premium level above the salary range prescribed for the class. Notwithstanding the provisions of LAAC Section 4.74(c), employees in the classes of Senior Security Officer, Code 3184, and Principal Security Officer, Code 3200, shall receive shift differential in accordance with the provisions herein. The Shift Differential compensation is pensionable when regularly assigned.

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

ARTICLE 6.4 CALL BACK PAY

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

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

ARTICLE 6.5 COURT APPEARANCES

Section I

The following court provisions will apply to all employees in the Unit, except those in the Police Department, Senior (Sgt.) and Principal (Lt.) Security Officers, and Senior Park Rangers I and II.

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

Section II

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

A. Basic Compensation

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

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

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

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

B. Multiple Cases

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

he/she shall receive hour-for-hour overtime compensation for each additional hour of actual court attendance in excess of four (4) hours.

C. Exceptions to the Four-Hour Minimum

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

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

ARTICLE 6.6 JURY SERVICE

Any employee duly summoned to attend any court of competent jurisdiction for the purpose of performing jury service shall, for those days during which jury service is actually performed and for those days necessary to qualify for jury service, receive his/her regular salary. The absence of the employee for the purpose of performing jury service shall be deemed to be an authorized absence with pay within the meaning of LAAC Section 4.75.

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

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

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

ARTICLE 6.7 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 time off with pay in the amount of the difference between the employee's regular earnings and any amount he/she receives for such appearance. This Article 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 6.8 PAYROLL DEDUCTIONS

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

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

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

Notwithstanding any provisions of LAAC Section 4.203 that may conflict:

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

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

the implementation of the provisions of this Article.

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

ARTICLE 6.9 OVERTIME

Assignment of Overtime

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

Rate and Methods of Compensation - FLSA Non-Exempt Employees

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

Compensated Time Off

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

On occasion, employees may accumulate hours in excess of 80 hours for a temporary period of time. If an employee does not schedule and take time off over 80 hours for overtime prior to the end of the fiscal year, Management may require employees to use accumulated overtime that exceeds 80 hours prior to the end of the fiscal year; require

employees to use such time in lieu of vacation or other leave time; or authorize cash payment. In the event sufficient funds are not available to provide cash compensation for all or a portion of the hours in excess of 80, Management may extend the time limit for a period not to exceed one year.

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

1040/2080 Plan

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

Special Events

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

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

ARTICLE 6.10 OVERTIME MEAL ALLOWANCE

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

ARTICLE 6.11 MILEAGE

Any employee authorized to use his/her own vehicle, pursuant to LAAC Division 4, Chapter 5, Article 2, in the performance of his/her duties, shall be reimbursed for his/her transportation expenses at the rate of fifty-seven and one-half cents (\$.575) for each mile traveled in any biweekly pay period.

During the term of this MOU, the cents per mile reimbursement shall be increased to an amount equal to the annual standard car mileage allowance as determined by the Internal Revenue Service (IRS). The CAO shall certify to the Controller appropriate

changes, if required, to become effective the beginning of the pay period in which January 1 falls, or on such other date as the IRS may determine.

ARTICLE 6.12 TRAVEL ALLOWANCE

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

ARTICLE 6.13 EARLY REPORT PAY

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

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

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

ARTICLE 6.14 STAND-BY PAY

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

Management may, at its discretion, provide assigned employees with electronic

devices. However, only those employees actually designated and assigned to be on stand-by, while not otherwise on duty, shall receive the prescribed hourly bonus.

In the event an employee on stand-by duty is called to return to work, said employee shall be subject to the provisions of Article 6.4 herein (Call Back Pay) and shall not receive stand-by pay while receiving call back pay.

ARTICLE 6.15 ACTING PAY ASSIGNMENT

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

A. Absence at Higher Level Position

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

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

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

B. Vacant Higher Level Position

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

C. Status Review

Acting pay is not intended as compensation for a long-term out-of-class

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

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

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

D. Compensation

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

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

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

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

ARTICLE 6.16 SUPERVISION DIFFERENTIAL

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

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

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

ARTICLE 6.17 DISTURBANCE CALLS

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

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

ARTICLE 6.18 SALARIES

The parties to this MOU jointly recommend to the City Council approval of the salaries set forth in the attached Salary Appendices. These appendices shall incorporate the agreement of the parties that effective December 13, 2015, employees will be subject to a new salary step structure and that effective June 25, 2017, employees covered by this MOU shall receive a two percent (2.0%) salary increase from which the 0.5% specified in Article 2.8, paragraph B for the LIUNA Pension Fund will be deducted.

A. SALARY STEPS

Effective December 13, 2015, notwithstanding LAAC Section 4.92, a new 12-step salary structure will be established as follows:

- (1) Three (3) additional salary steps will be added to the lower end of each salary range (Steps 1, 2, and 3). These new steps shall be separated by one (1) premium level.*
 - (a) Employees hired into trainee-level positions shall be hired at Step 1 and shall remain on Step 1 for the duration of a twelve (12) month probationary period. Trainee-level position hourly wages will begin one (1) premium level below the entry level of the targeted Civil Service classification which will not be below fifteen dollars (\$15.00) per hour.
 - (b) Employees hired into non-trainee positions shall be hired at Step 2 (or appropriate higher step in accordance with applicable MOU provisions or LAAC Section 4.90).
 - (c) Employees shall remain on Steps 2 and 3 for nine (9) months each.
- (2) Current Steps 1 through 5 will be renumbered Steps 4 through 8. These steps will be separated by two (2) premium levels (Step 4 will be one (1) premium level above Step 3). Employees shall advance to each subsequent step after twelve (12) months.
- (3) Current Steps 6 through 8 will be renumbered Steps 9 through 11. These steps will be separated by one (1) premium level (Step 9 will be one (1) premium level above Step 8). Employees shall advance to each subsequent step after twelve (12) months.
- (4) A new Step 12 will be created which will be one (1) premium level above Step 11. No employee shall be eligible to move to Step 12 sooner than January 7, 2018.

*On the City's salary range tables, each premium level is equal to approximately 2.75%.

B. SALARY ADJUSTMENTS

- (1) Effective January 7, 2018, each employee who is compensated on a salary range will advance one (1) step on the salary range regardless of their step or step anniversary date.
- (2) Effective January 7, 2018, each employee who is employed in a flat-rated

classification shall receive a salary adjustment of 2.75% from which the 1.0% specified in Article 2.8, paragraph B for the LIUNA Pension Fund will be deducted.

C. EXTENSION OF STEP ADVANCEMENT DATE – UNCOMPENSATED HOURS

Uncompensated absences of sixteen (16) days (128 hours for employees on a work schedule other than 5/40) or less during the 2,080-hour qualifying period and during each subsequent 2,080-hour annual period shall not extend the step advancement date. The step advancement date shall be extended one (1) working day for each working day absence (or one (1) hour for each hour of aggregated uncompensated absence in excess of 128 hours). Employees who are injured on duty and are compensated in accordance with State of California Labor Code, Division IV and LAAC Division 4, Article 7 shall not have their step advancement date changed due to their workers' compensation status.

D. CONSECUTIVE APPOINTMENTS WITHIN A 12 MONTH PERIOD

Consecutive appointments or assignments to positions with the same top step salary rate in the twelve (12) months (2,080 hours) following an appointment or assignment shall be treated as one (1) appointment or assignment for step advancement purposes.

E. APPOINTMENTS TO NEW POSITIONS WITH THE SAME OR LOWER SALARY RANGE

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

G. PROMOTIONAL DIFFERENTIAL

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

A. SALARY ADJUSTMENTS

Effective January 7, 2018, each employee who is employed in a flat-rated classification shall receive a salary adjustment of 2.75%.

B. PROMOTIONAL DIFFERENTIAL

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

ARTICLE 6.2 OVERTIME

Section I - Management Authority

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

Section II - Distribution of Overtime

Management will attempt to assign overtime work as equitably as possible among all qualified employees in the same classification in the same organizational unit and work location. In the assignment of overtime under this provision, however, Management may consider special skills required to perform particular work. No employee shall work overtime without prior approval from his or her supervisor. Unofficial overtime (white time) is absolutely prohibited. FLSA non-exempt employees may not work outside of scheduled working hours, or during unpaid meal periods, without the prior written approval of a supervisor, consistent with department policy. Failure to secure prior approval may result in discipline.

Section III - Rate of Overtime Compensation

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

Section IV - Overtime Meal Allowance

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

Section V – Compensated Time Off

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

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

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

ARTICLE 6.3 JURY SERVICE

- A. An employee duly summoned to attend any court for the purpose of performing jury service shall, for those days during which jury service is actually performed and those days necessary to qualify for jury service, receive his/her regular salary. The absence of the employee for the purpose of performing jury service shall be deemed to be an authorized absence with pay within the meaning of LAAC Section 4.75.
- B. During the time the employee is actually reporting for jury service, the head of the department, office, or bureau, or his/her designee will convert the employee's usual shift to a regular five-day, Monday through Friday day shift. However, employees may choose to remain on an alternative work schedule (9/80, 4/10, or 3/12) or on an off-watch schedule during jury service with the understanding that jury service on a regularly scheduled day off (RDO) will not be compensated.

Employees must report for work on any day of his/her converted shift that he/she is not required by the Court to perform jury service.

- C. Compensation for mileage paid by the courts for jury service shall be retained by the employee.
- D Employees performing jury service on a designated City holiday shall be compensated for the designated City holiday; additional time off for that holiday shall not be provided.

An employee duly summoned to attend any court of competent jurisdiction for the purpose of performing jury service shall, for those days during which jury service is actually performed and those days necessary to qualify for jury service, receive his/her regular salary.

ARTICLE 6.4 SUBPOENAED WITNESS COMPENSATION

- A. Subject to the exceptions and provisions of paragraphs 2, 3, and 4 of this Article, whenever an employee is subpoenaed to appear as a witness, that employee will be granted a leave of absence with pay calculated pursuant to this Article. Such an employee will be paid the difference between the pay he/she regularly receives for a normal working day (without considering any potential overtime pay he/she may have received) and the amount he/she receives as witness fees. Any money received as compensation for mileage is not to be considered as part of the employee's witness fees.
- B. This Article does not apply to any employee:
 - 1. Subpoenaed to appear in any proceeding as a litigant or as an expert witness;
 - 2. Subpoenaed to appear as a witness in any action brought about as a result of his/her own misconduct, or brought about through his/her connivance;
 - 3. Making an appearance for which he/she receives compensation in excess of his/her regular earnings; or
 - 4. Subpoenaed to appear or appearing during his/her off duty hours.
- C. The Police Department may reschedule an employee so that his/her subpoena does not conflict with his/her hours of work; arrange with the subpoenaing authority to place the employee in an "on call" status; or reschedule an employee

subpoenaed to appear during off duty hours to alternate hours; and, it is mutually understood that,

- D. All Departments other than the Police Department may so reschedule with the consent of the subpoenaed employee.

ARTICLE 6.5 STANDBY PAY

Section I

Persons employed in this Unit who are subject to call during the employee's off-duty hours on a regularly scheduled work day, or anytime during the employees' regularly scheduled off-duty day, shall receive, when assigned to standby, in addition to any other compensation provided for herein, the sum of \$2.25 for each hour assigned to standby. When called and required to report to work, the employee will be compensated in accordance with Article 6.7 of this MOU. Employees will not receive pay of \$2.25 per hour for any time the employee is receiving call back pay.

Section II

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

Section III

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

Section IV – Employees in the Los Angeles Police Department

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

Police Surveillance Specialists assigned to standby on weekends or holidays shall receive one hour compensation at straight time for every six hours they are required to standby. Employees assigned to weekday standby will not be compensated for standby time.

Management will attempt to assign standby duty as equitably as possible among all qualified employees in the same classification in the same organizational unit and work

provision. However, Management may consider special skills required to perform particular work.

Employees required to be on standby will provide their supervisors with a contact telephone number. Employees must be able to respond to their assigned work location within an hour of being summoned, barring any unforeseen circumstances. Employees who refuse standby assignments or fail to respond as provided herein may be subject to discipline.

Compensation for standby periods shall be at the discretion of the Chief or Police by cash payment or by time off. For purposes of computing the amount of compensation due for time spent on duty, the time spent on duty will commence at the time the individual reports to the designated place of assignment and will terminate the time when the employee is released from duty. Under no condition will time be allowed for travel (portal-to-portal).

Employees who are required to report for duty shall be compensated in accordance with Article 6.8 of this Memorandum of Understanding. Compensation for the time spent on duty during the period of standby (e.g., Weekend Standby: Friday 1700 to Monday 0700 = 62 hours. Employee called back for a total of 6 hours; $62 - 6 = 56$ total hours on standby $6 = 9.3$ hours of straight time compensation).

ARTICLE 6.6 MILEAGE

Any employee authorized to use his/her own vehicle, pursuant to Division 4, Chapter 5, Article 2 of the Los Angeles Administrative Code, in the performance of his/her duties, shall be reimbursed for his/her transportation expenses at the then current IRS rate for each mile traveled in any biweekly pay period.

During the term of this MOU, the cents per mile reimbursement shall be increased or decreased to an amount equal to the annual standard car mileage allowance as determined by the Internal Revenue Service. The City Administrative Officer shall certify to the Controller appropriate changes, if required, to become effective the beginning of the pay period in which January 1 falls.

ARTICLE 6.7 CALL BACK PAY

Whenever Management orders an employee to return to duty following the termination of his/her work shift and departure from his/her work location, the employee shall receive a minimum payment equivalent to four hours of work at the rate of time and one-half ($1\frac{1}{2}$) his/her regular rate of pay. Compensated time shall begin at the time the employee is called out and end upon completion of the job. This compensated time includes a maximum of one (1) hour travel time to the job location.

ARTICLE 6.8 ACTING PAY ASSIGNMENTS

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

A. Absence at Higher Level Position

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

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

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

B. Vacant Higher Level Position

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

C. Status Review

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

Management will review the acting assignment with the employee. At that time, the employee may request to be removed from the acting assignment.

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

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

D. Compensation

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

ARTICLE 6.9 LEAD ASSIGNMENT PAY

Non-supervisory employees (employees whose classification or pay grade description does not include supervisory duties) who are designated and assigned by Management to act as lead workers over other employees, either on a regularly assigned or on a daily basis, shall receive compensation at the second premium level rate (5.5%) above the appropriate step of the salary range or flat rate prescribed for the class, while so assigned.

The designation, redesignation or removal of a lead assignment shall be a Management prerogative and may occur any time Management deems it appropriate. Such Management decisions shall be final and conclusive and shall not be subject to the grievance procedure herein. Nothing in this Section, however, is intended to deny the premium payment specified herein to an employee who has been assigned, has qualified and has performed the lead assignment in accordance with the provisions of this Article.

ARTICLE 6.10 DISTURBANCE CALLS

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

but not limited to decisions regarding staffing requirements and the use of overtime.

B. NON-EMERGENCY OVERTIME

Whenever Management deems it necessary to perform non-emergency work on an overtime basis, employees required to work will be given at least forty-eight (48) hours' notice.

C. WORK SCHEDULES

Pursuant to the Fair Labor Standards Act ("FLSA"), employees shall have a fixed workweek that consists of a regular recurring period of one hundred and sixty-eight (168) consecutive hours (seven 24-hour periods) which can begin and end on any day of the week and at any time of the day. The designated workweek for an employee may be changed only if the change is intended to be permanent and not designed to evade overtime requirements of the FLSA. Management may assign employees to work a five/fourty, four/ten, nine/eighty, or other work schedule. Employees may request to be placed on an available alternative scheduled. 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/fourty work schedule, providing that the exercise of such right is not arbitrary, capricious or discriminatory. The parties further agree that Management may require employees to change their work schedules (change days off, except the split day, or working hours) within the same FLSA workweek.

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

D. ASSIGNMENT OF OVERTIME

Management will 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 provided such consideration is not arbitrary, capricious, or discriminatory. 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.

E. RATE AND METHOD OF OVERTIME COMPENSATION - (FLSA)
NON-EXEMPT EMPLOYEES

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

F. COMPENSATED TIME OFF

Employees shall be permitted to accumulate up to eighty (80) hours of compensated time and take such accumulated time off for overtime worked upon request unless granting of such time would "unduly disrupt" the operations of the City department. This standard does not apply to non-FLSA overtime (i.e. overtime earned pursuant to this agreement that does not meet the FLSA definition of overtime). On occasion, employees may accumulate hours in excess of eighty (80) hours for a temporary period of time. If an employee does not schedule and take time off over eighty (80) hours for overtime prior to the end of the fiscal year in which the overtime was worked, management may require employees to use accumulated overtime that exceeds eighty (80) hours prior to the end of the fiscal year; require employees to use such time in lieu of vacation or other leave time; or authorize cash payment. In the event sufficient funds are not available to provide cash compensation for all or a portion of the hours in excess of eighty (80), Management may extend the time limit for a period not to exceed one year. In accordance with FLSA, no employee shall lose accumulated time off.

Under no circumstances shall compensated time off in excess of two hundred and forty (240) hours be accumulated.

G. 1040/2080 PLAN

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

ARTICLE 5.2 OVERTIME MEAL ALLOWANCE

Whenever an employee is held over from a scheduled work shift and is required to work more than four (4) hours on an unscheduled overtime work shift the employee shall be paid an overtime meal allowance of ten dollars (\$10.00). (Non-pensionable)

ARTICLE 5.3 CALL BACK PAY

- A. Whenever Management orders an employee to return to duty following the termination of his/her work shift and departure from his/her work location, the employee shall receive a minimum payment equivalent to four hours of work at the rate of time and one-half (1.5) the employee's regular rate of pay. (Non-pensionable).
- B. Compensated time shall begin at the time the employee is called out and end upon completion of the job. This compensated time includes a maximum of one (1) hour travel time to the job location.

ARTICLE 5.4 ACTING PAY ASSIGNMENT

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

A. ABSENCE AT HIGHER LEVEL POSITION

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

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

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

B. VACANT HIGHER LEVEL POSITION

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

C. STATUS REVIEW

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

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

D. COMPENSATION

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

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

ARTICLE 5.5 OUT-OF-CLASS ASSIGNMENTS

It is the intent of Management to avoid out-of-class assignments. However, nothing herein shall limit Management's authority to temporarily assign employees to duties and responsibilities not specifically included in the employee's class specifications whenever emergencies or operational necessities require. If said assignment exceeds thirty (30) working days, Management will initiate the necessary action to fill the position at the proper level or otherwise prevent the occurrence of an out-of-class assignment.

ARTICLE 5.6 TRAVEL ALLOWANCE

- A. Notwithstanding LAAC Section 4.222, whenever an employee is required to travel directly between his/her home and place of temporary assignment, as provided in LAAC Section 4.221, he/she shall receive payment at the rate of four dollars (\$4.00) for each day that such travel occurs. All other provisions of LAAC Sections 4.220 - 4.226 which relate to payment for travel of certain employees from their homes to temporary job locations remain unchanged. (Non-pensionable)

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

ARTICLE 5.7 EARLY REPORT PAY

- A. A regularly assigned FLSA non-exempt (non-salaried) employee who is required to report earlier than his/her regularly-scheduled starting time for the convenience of his/her department, office or bureau, said employee shall receive time and one-half (1.5) his/her regular hourly rate of pay for each hour of work performed prior to his/her regularly-scheduled starting time. Such compensation may be made in either cash or compensatory time off at the discretion of management. (Non-pensionable)
- B. Management maintains its authority to retain employees who are called in before the start of their regular starting time for their full, regularly scheduled shift. Hours worked prior to an employee's regularly scheduled starting time qualify the employee to receive Early Report Pay. Consistent with any department procedures that may exist, employees may or may not be retained beyond eight hours, subject to operational needs.
- C. In the event an employee receives Early Report Pay and is required to work his/her full regularly scheduled shift in addition to the Early Report Pay hours, the employee shall not receive overtime for working his/her full, regular shift. Prescheduled shift adjustments with at least forty-eight (48) hours' notice do not qualify for Early Report Pay.

ARTICLE 5.8 STANDBY PAY

Effective December 13, 2015, persons employed in the Unit who are subject to call during the employee's off-duty hours on a regularly scheduled work day or anytime during the employee's regularly scheduled off-duty day, shall receive, when assigned to standby, in addition to any other compensation provided for herein, the sum of two dollars and twenty-five cents (\$2.25) for each hour assigned to standby (non-pensionable). When called and required to report to work, the employee will be compensated in accordance with Article 5.3, Call Back Pay. An employee will not receive pay of \$2.25 per hour for any time the employee is receiving call back pay.

ARTICLE 5.9 BILINGUAL DIFFERENTIAL

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

- A. 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.
- B. After authorizing payment of a bilingual premium, the appointing authority shall certify to the Controller the name of an employee eligible for a bilingual 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.
- C. Persons certified as being qualified by the Personnel Department shall receive a bilingual premium of one (1) premium level rate (2.75%) for duties requiring that they converse fluently in a language other than English, or of two (2) premium level rates (5.5%) for duties requiring that they interpret a language other than English, in addition to conversing fluently in that other language. (Pensionable when regularly assigned; non-pensionable when assigned on a daily basis.)
- D. Compensation provided for in this Article shall be retroactive to the employee's first day in a bilingual position.

ARTICLE 5.10 SALARIES

The parties to this MOU jointly recommend to the City Council approval of the salaries set forth in the attached Salary Appendices. These appendices shall incorporate the agreement of the parties that effective December 13, 2015, employees will be subject to a new salary step structure and that effective June 25, 2017, employees covered by this MOU shall receive a two percent (2%) salary increase.

A. SALARY STEPS

Effective December 13, 2015, notwithstanding LAAC Section 4.92, a new 12-step salary structure will be established as follows:

- (1) Three (3) additional salary steps will be added to the lower end of each salary range (Steps 1, 2, and 3). These new steps shall be separated by one (1) premium level.*
 - (a) Employees hired into trainee-level positions shall be hired at Step 1 and shall remain on Step 1 for the duration of a twelve (12) month probationary period. Trainee-level position hourly wages will begin one (1) premium level below the entry level of the targeted Civil Service classification which will not be below fifteen dollars (\$15.00) per hour.

- (b) Employees hired into non-trainee positions shall be hired at Step 2 (or appropriate higher step in accordance with applicable MOU provisions or LAAC Section 4.90).
- (c) Employees shall remain on Steps 2 and 3 for nine (9) months each.
- (2) Current Steps 1 through 5 will be renumbered Steps 4 through 8. These steps will be separated by two (2) premium levels (Step 4 will be one (1) premium level above Step 3). Employees shall advance to each subsequent step after twelve (12) months.
- (3) Current Steps 6 through 8 will be renumbered Steps 9 through 11. These steps will be separated by one (1) premium level (Step 9 will be one premium level above Step 8). Employees shall advance to each subsequent step after twelve (12) months.
- (4) A new Step 12 will be created which will be one (1) premium level above Step 11. No employee shall be eligible to move to Step 12 sooner than January 7, 2018.

*On the City's salary range tables, each premium level is equal to approximately 2.75%.

B. SALARY ADJUSTMENTS

- (1) Effective January 7, 2018, each employee who is compensated on a salary range will advance one (1) step on the salary range regardless of their step or step anniversary date.
- (2) Effective January 7, 2018, each employee who is employed in a flat-rated classification shall receive a salary adjustment of 2.75%.
- (3) Effective January 7, 2018, each employee in a classification on a salary range, who is on a fixed step (does not move up the salary range), shall receive a pensionable "adds to rate" salary adjustment of 2.75% while in that classification.

C. EXTENSION OF STEP ADVANCEMENT DATE – UNCOMPENSATED HOURS

Uncompensated absences of sixteen (16) days (128 hours for employees on a work schedule other than 5/40) or less during the 2,080-hour qualifying period and during each subsequent 2,080-hour annual period shall not extend the step advancement date. The step advancement date shall be extended one (1) working day for each working day absence (or one (1) hour for each hour of aggregated uncompensated absence in excess of 128 hours). Employees who are injured on duty and are compensated in accordance with State of California

Labor Code, Division IV and LAAC Division 4, Article 7 shall not have their step advancement date changed due to their workers' compensation status.

D. CONSECUTIVE APPOINTMENTS WITHIN A 12 MONTH PERIOD

Consecutive appointments or assignments to positions with the same top step salary rate in the twelve (12) months (2,080 hours) following an appointment or assignment shall be treated as one (1) appointment or assignment for step advancement purposes.

E. APPOINTMENTS TO NEW POSITIONS WITH THE SAME OR LOWER SALARY RANGE

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

F. PART-TIME EMPLOYEES

(1) Civil Service Half-Time Employees

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

(2) Intermittent Employees and Half-Time Employees Exempted from Civil Service

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

G. PROMOTIONAL DIFFERENTIAL

Notwithstanding the rate provided for in LAAC Section 4.91, effective December 13, 2015, employees who receive a promotion shall be moved to the salary step that provides a minimum of 5.5% increase over the rate received in the former

position. As provided in LAAC Section 4.91, any regularly assigned bonus or premium compensation amounts shall be included in calculating the step rate for the former position and added to the new salary, if applicable, after determining the appropriate salary step rate for the new position.

H. ADJUSTED SALARY FOR SPECIFIED ASSIGNMENTS

Employees covered by this MOU shall not be eligible for adjusted salary under the provisions of LAAC Section 4.61, Schedule A, Note H or former Note K (repealed in 2004). In lieu thereof, Unit employees shall receive additional salary for specified assignments, in specified classes, as follows:

(1) Hazardous Conditions

Employees required to perform duties more than fifty percent (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; or performing duties in a deep sewer over eight feet in depth consisting of timbering, shoring, tunneling, pipe laying and concreting shall receive, for each day so assigned, salary at two (2) premium levels above the appropriate step on the salary range prescribed for the class. (Pensionable when regularly assigned; non-pensionable when assigned on a daily basis.)

(2) Obnoxious Conditions

(a) Employees who are regularly assigned, as defined in LAAC Section 4.75, to perform maintenance, service or repair of motor sweepers or sewage disposal facilities and equipment, or cleaning catch basins, or transporting sewage or catch basin debris; or when required to perform such duties more than fifty percent (50%) of a work day shall receive, for each day so assigned, salary at two (2) premium levels above the appropriate step on the salary range prescribed for the class. (Pensionable when regularly assigned; non-pensionable when assigned on a daily basis.)

(b) Attachment 1

Employees in the classes listed in Attachment 1 of this MOU who are regularly assigned, as defined in LAAC Section 4.75, to perform the indicated assignments shall receive salary at one (1) premium level above the appropriate step on the salary range prescribed for the class. (Pensionable)

Employees who qualify for compensation under both H(1) and (2) shall not receive compensation for both H(1) and (2) concurrently.

(3) Heavy Duty Vehicles and Equipment

Employees regularly assigned as defined in LAAC Section 4.75(c), to work on vehicles of 7,000 pounds gross vehicle weight or which carry a payload of 1½ tons or larger or police emergency motorcycles; or employees assigned to pay grade V within a classification, or has met the education or training requirements specified for the first pay rate above the basic pay rate in a sub-professional training classification. (Pensionable)

(4) Household Refuse/Dead Animal

Employees regularly assigned to duties consisting of loading, unloading, handling or collecting household refuse or dead animals; or regularly assigned to perform duties consisting of operating equipment at refuse disposal sites or engaged in refuse disposal site maintenance activities; or regularly assigned to perform duties consisting of cleaning, servicing or repairing vehicles, containers or equipment used for loading, unloading, collecting or hauling dead animals or household refuse or when performing duties consisting of repairing or servicing construction equipment used on a refuse disposal site more than fifty percent (50%) of a work day, shall receive, for each day so assigned, salary at two (2) premium levels above the appropriate step on the salary range prescribed for the class. (Pensionable when regularly assigned; non-pensionable when assigned on a daily basis.)

ARTICLE 5.11 LEAD PAY ASSIGNMENT

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

ARTICLE 5.12 SHIFT DIFFERENTIAL

- A. The City's present practice with regard to the application of a shift differential will be continued during the term of this MOU. Such practice shall be in accordance with LAAC Sections 4.61, 4.72, 4.74 and 4.75.
- B. Notwithstanding the provisions of LAAC Section 4.61, Schedule A, Note N, if an employee works eight (8) hours or more on any one day, and more than fifty percent (50%) of that shift is between the hours of 5:00 p.m. and 8:00 a.m., the employee shall receive, for each such day worked, two (2) premium levels above the rate currently received by the employee. (Pensionable when regularly assigned; non-pensionable when assigned on a daily basis.)

ARTICLE 5.13 SIGN LANGUAGE PREMIUM PAY

- A. Whenever a City department desires to have an employee certified as proficient in American Sign Language ("ASL") as necessary to provide City services to the deaf community, the administrative head of that department shall transmit a written request to the Personnel Department to certify the employee as qualified to communicate fluently in ASL. The Personnel Department shall certify to the Controller, and to the appointing authority, that the employee has been certified and is eligible for sign language bonus pay as provided in Section B. and C. below.
- B. Certified employees who are required to utilize sign language skills in the performance of their job duties shall be compensated at the rate of five dollars (\$5.00) per day for each business day they are required to utilize their skills, not to exceed fifty dollars (\$50.00) bi-weekly. (Non-pensionable)
- C. Prior to an eligible employee receiving sign language bonus pay for each business day on which his/her sign language skills were utilized, the employee's appointing authority or designated representative shall certify to the Controller that the eligible employee utilized sign language communication skills in performance of his/her duties as requested by the City on each such business day.

ARTICLE 6.0 BENEFITS

ARTICLE 6.1 HEALTH/DENTAL AND FLEX BENEFITS PROGRAM

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

During the term of this MOU, the City agrees that it will not unilaterally impose a reduction in plan design or benefits for any benefit plan applicable to employees

Nothing herein is intended to abridge or limit the right of Management to determine the means and methods for the delivery of public services, including but not limited to decisions regarding staffing requirements and the use of overtime.

B. NON-EMERGENCY OVERTIME

Whenever Management deems it necessary to perform non-emergency work on an overtime basis, employees required to work will be given at least forty-eight (48) hours' notice.

C. WORK SCHEDULES

Pursuant to the Fair Labor Standards Act ("FLSA"), employees shall have a fixed workweek that consists of a regular recurring period of one hundred and sixty-eight (168) consecutive hours (seven 24-hour periods) which can begin and end on any day of the week and at any time of the day. The designated workweek for an employee may be changed only if the change is intended to be permanent and not designed to evade overtime requirements of the FLSA. Management may assign employees to work a five/forty, four/ten, nine/eighty, or other work schedule. Management shall have the right to refuse an employee's request to work a four/ten, nine/eighty, or other modified work schedule, and to require the reversion to a five/forty work schedule, providing that the exercise of such right is not arbitrary, capricious or discriminatory. The parties further agree that Management may require employees to change their work schedules (change days off, except the split day, or working hours) within the same FLSA workweek.

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

D. 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.

E. RATE AND METHOD OF OVERTIME COMPENSATION - (FLSA) NON-EXEMPT EMPLOYEES

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

F. COMPENSATED TIME OFF

Employees shall be permitted to accumulate up to eighty (80) hours of compensated time and take such accumulated time off for overtime worked upon request unless granting of such time would "unduly disrupt" the operations of the City department. This standard does not apply to non-FLSA overtime (i.e. overtime earned pursuant to this agreement that does not meet the FLSA definition of overtime). On occasion, employees may accumulate hours in excess of eighty (80) hours for a temporary period of time. If an employee does not schedule and take time off over eighty (80) hours for overtime prior to the end of the fiscal year in which the overtime was worked, management may require employees to use accumulated overtime that exceeds eighty (80) hours prior to the end of the fiscal year; require employees to use such time in lieu of vacation or other leave time; or authorize cash payment. In the event sufficient funds are not available to provide cash compensation for all or a portion of the hours in excess of eighty (80), Management may extend the time limit for a period not to exceed one year. In accordance with FLSA, no employee shall lose accumulated time off.

Under no circumstances shall compensated time off in excess of two hundred and forty (240) hours be accumulated.

G. 1040/2080 PLAN

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

ARTICLE 5.2 OVERTIME MEAL ALLOWANCE

Whenever an employee is held over from a scheduled work shift and is required to work more than four (4) hours on an unscheduled overtime work shift the employee shall be paid an overtime meal allowance of ten dollars (\$10.00). (Non-pensionable)

ARTICLE 5.3 CALL BACK PAY

- A. Whenever Management orders an employee to return to duty following the termination of his/her work shift and departure from his/her work location, the employee shall receive a minimum payment equivalent to four hours of work at the rate of time and one-half (1.5) the employee's regular rate of pay. (Non-pensionable)
- B. Compensated time shall begin at the time the employee is called out and end upon completion of the job. This compensated time includes a maximum of one (1) hour travel time to the job location.

ARTICLE 5.4 ACTING PAY

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

A. Absence at Higher Level Position

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

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

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

B. Vacant Higher Level Position

Whenever Management assigns an employee on a temporary basis to perform the duties of a vacant higher level position (in a class for which the duties and responsibilities of the current class would provide qualifying experience for the

higher level class*), such employee shall become eligible for additional compensation on the first day of said assignment.

C. Status Review

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

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

D. Compensation

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

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

ARTICLE 5.5 OUT-OF-CLASS ASSIGNMENT

It is the intent of Management to avoid out-of-class assignments. However, nothing herein shall limit Management's authority to temporarily assign employees to duties and responsibilities not specifically included in the employee's class specifications whenever emergencies or operational necessities require. If said assignment exceeds thirty (30) working days, Management will initiate the necessary action to fill the position at the proper level or otherwise prevent the occurrence of an out-of-class assignment.

ARTICLE 5.6 TRAVEL ALLOWANCE

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

Sections 4.220 - 4.226 that relate to payment for travel of certain employees from their homes to temporary job locations remain unchanged. (Non-pensionable)

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

ARTICLE 5.7 EARLY REPORT PAY

- A. A regularly assigned FLSA non-exempt (non-salaried) employee who is required to report earlier than his/her regularly-scheduled starting time for the convenience of his/her department, office or bureau, shall receive time and one-half (1.5) his/her regular hourly rate of pay for each hour of work performed prior to his/her regularly scheduled starting time. Such compensation may be made in either cash or compensatory time off at the discretion of Management. (Non-pensionable)
- B. Management maintains its authority to retain employees who are called in before the start of their regular starting time for their full, regularly scheduled shift. Hours worked prior to an employee's regularly scheduled starting time qualify the employee to receive Early Report Pay. Consistent with any department procedures that may exist, employees may or may not be retained beyond eight hours, subject to operational needs.
- C. In the event an employee receives Early Report Pay and is required to work his/her full regularly scheduled shift in addition to the Early Report Pay hours, the employee shall not receive overtime for working his/her full, regular shift. Prescheduled shift adjustments with at least forty-eight (48) hours' notice do not qualify for Early Report Pay.

ARTICLE 5.8 STANDBY PAY

Persons employed in the Unit who are subject to call during the employee's off-duty hours on a regularly scheduled work day or anytime during the employee's regularly scheduled off-duty day, shall receive, when assigned to standby, in addition to any other compensation provided for herein, the sum of two dollars (\$2.00) for each hour assigned to standby (non-pensionable). When called and required to report to work, the employee will be compensated in accordance with Article 5.3, Call Back Pay. An employee will not receive pay of \$2.00 per hour for any time the employee is receiving call back pay.

ARTICLE 5.9 BILINGUAL DIFFERENTIAL

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

- A. 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.
- B. After authorizing payment of a bilingual premium, the appointing authority shall certify to the Controller the name of an employee eligible for a bilingual 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.
- C. Persons certified as being qualified by the Personnel Department shall receive a bilingual premium of one (1) premium level rate (2.75%) for duties requiring that they converse fluently in a language other than English, or of two (2) premium level rates (5.5%) for duties requiring that they interpret a language other than English, in addition to conversing fluently in that other language. (Pensionable when regularly assigned; non-pensionable when assigned on a daily basis.)
- D. Compensation provided for in this Article shall be retroactive to the employee's first day in a bilingual position.

ARTICLE 5.10 SALARIES

The parties to this MOU jointly recommend to the City Council approval of the salaries set forth in the attached Salary Appendices. These appendices shall incorporate the agreement of the parties that effective December 13, 2015, employees will be subject to a new salary step structure and that effective June 25, 2017, employees covered by this MOU shall receive a two percent (2%) salary increase.

A. SALARY STEPS

Effective December 13, 2015, notwithstanding LAAC Section 4.92, a new 12-step salary structure will be established as follows:

- (1) Three (3) additional salary steps will be added to the lower end of each salary range (Steps 1, 2, and 3). These new steps shall be separated by one (1) premium level.*
 - (a) Employees hired into trainee-level positions shall be hired at Step 1 and shall remain on Step 1 for the duration of a twelve (12) month

probationary period. Trainee-level position hourly wages will begin one (1) premium level below the entry level of the targeted Civil Service classification which will not be below fifteen dollars (\$15.00) per hour.

(b) Employees hired into non-trainee positions shall be hired at Step 2 (or appropriate higher step in accordance with applicable MOU provisions or LAAC Section 4.90).

(c) Employees shall remain on Steps 2 and 3 for nine (9) months each.

(2) Current Steps 1 through 5 will be renumbered Steps 4 through 8. These steps will be separated by two (2) premium levels (Step 4 will be one (1) premium level above Step 3). Employees shall advance to each subsequent step after twelve (12) months.

(3) Current Steps 6 through 8 will be renumbered Steps 9 through 11. These steps will be separated by one (1) premium level (Step 9 will be one (1) premium level above Step 8). Employees shall advance to each subsequent step after twelve (12) months.

(4) A new Step 12 will be created which will be one (1) premium level above Step 11. No employee shall be eligible to move to Step 12 sooner than January 7, 2018.

*On the City's salary range tables, each premium level is equal to approximately 2.75%.

B. SALARY ADJUSTMENTS

(1) Effective January 7, 2018, each employee who is compensated on a salary range will advance one (1) step on the salary range regardless of their step or step anniversary date.

(2) Effective January 7, 2018, each employee who is employed in a flat-rated classification shall receive a salary adjustment of 2.75%.

(3) Effective January 7, 2018, each employee in a classification on a salary range, who is on a fixed step (does not move up the salary range), shall receive a pensionable "adds to rate" salary adjustment of 2.75% while in that classification.

C. EXTENSION OF STEP ADVANCEMENT DATE – UNCOMPENSATED HOURS

Uncompensated absences of sixteen (16) days (128 hours for employees on a work schedule other than 5/40) or less during the 2,080-hour qualifying period and during each subsequent 2,080-hour annual period shall not extend the step advancement date. The step advancement date shall be extended one (1) working day for each working day absence (or one (1) hour for each hour of aggregated uncompensated absence in excess of 128 hours). Employees who are injured on duty and are compensated in accordance with State of California Labor Code, Division IV and LAAC Division 4, Article 7 shall not have their step advancement date changed due to their workers' compensation status.

D. CONSECUTIVE APPOINTMENTS WITHIN A 12 MONTH PERIOD

Consecutive appointments or assignments to positions with the same top step salary rate in the twelve (12) months (2,080 hours) following an appointment or assignment shall be treated as one (1) appointment or assignment for step advancement purposes.

E. APPOINTMENTS TO NEW POSITIONS WITH THE SAME OR LOWER SALARY RANGE

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

F. PART-TIME EMPLOYEES

(1) Civil Service Half-Time Employees

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

(2) Intermittent Employees and Half-Time Employees Exempted from Civil Service

Intermittent employees and half-time employees exempted from Civil Service provisions by Charter Section 1001 shall be paid a salary rate corresponding to the entering step in the salary range for the classification in which the employee is employed. Full-time or half-time employees

changing to intermittent status in the same Civil Service class shall continue to be paid at the same rate (excluding bonuses) they were last paid while a full- or half-time employee until such time as the entering step in the salary range for the class meets or exceeds the salary for the employee.

G. PROMOTIONAL DIFFERENTIAL

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

H. ADJUSTED SALARY FOR SPECIFIED ASSIGNMENTS

Employees covered by this MOU shall not be eligible for adjusted salary under the provisions of LAAC Section 4.61, Schedule A, Note H, and former Notes J and K (repealed in 2004). In lieu thereof, Unit employees shall receive additional salary for specified assignments, in specified classes, as follows:

(1) Hazardous Conditions:

Employees required to perform duties more than fifty percent (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; or performing duties in a deep sewer over eight feet in depth consisting of timbering, shoring, tunneling, pipe laying and concreting shall receive, for each day so assigned, salary at two (2) premium levels above the appropriate step on the salary range prescribed for the class. (Pensionable when regularly assigned; non-pensionable when assigned on a daily basis.)

(2) Obnoxious Conditions

Attachment 1 - Employees in the classes listed in Attachment 1 of this MOU who are regularly assigned, as defined in LAAC Section 4.75, to perform the indicated assignments shall receive salary at one (1) premium level above the appropriate step on the salary range prescribed for the class. (Pensionable)

ARTICLE 5.11 LEAD PAY ASSIGNMENT

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

ARTICLE 5.12 SHIFT DIFFERENTIALS

- A. The City's present practice with regard to the application of a shift differential will be continued during the term of this MOU. Such practice shall be in accordance with LAAC Sections 4.61, 4.72, 4.74 and 4.75.
- B. Notwithstanding the provisions of LAAC Section 4.61, Schedule A, Note N, if an employee works eight (8) hours or more on any one day, and more than fifty percent (50%) of that shift is between the hours of 5:00 p.m. and 8:00 a.m., the employee shall receive for each such day worked, two (2) premium levels above the rate currently received by the employee. (Pensionable when regularly assigned; non-pensionable when assigned on a daily basis.):
- C. Part-time employees in the following classifications and departments, who, prior to February 18, 2003, the date the part-time Agreement was approved by Council, were receiving a shift differential when working less than eight (8) hours in a workday, shall continue to receive a shift differential if they work fewer than eight (8) hours between the hours of 5:00 p.m. and 8:00 a.m. (Pensionable when regularly assigned; non-pensionable when assigned on a daily basis.):

Event Attendant I and II, Los Angeles Convention Center
Parking Attendant I and II, Los Angeles Convention Center

ARTICLE 5.13 SIGN LANGUAGE PREMIUM PAY

- A. Whenever a City department desires to have an employee certified as proficient in American Sign Language ("ASL") as necessary to provide City services to the deaf community, the administrative head of that department shall transmit a

written request to the Personnel Department to certify the employee as qualified to communicate fluently in ASL. The Personnel Department shall certify to the Controller, and to the appointing authority, that the employee has been certified and is eligible for sign language bonus pay as provided in subsections (b) and (c) below.

- B. Certified employees who are required to utilize sign language skills in the performance of their job duties shall be compensated at the rate of five dollars (\$5.00) per day for each business day they are required to utilize their skills, not to exceed fifty dollars (\$50.00) bi-weekly. (Non-pensionable)
- C. Prior to an eligible employee receiving sign language bonus pay for each business day on which his/her sign language skills were utilized, the employee's appointing authority or designated representative shall certify to the Controller that the eligible employee utilized sign language communication skills in performance of his/her duties as requested by the City on each such business day.

ARTICLE 6.0 BENEFITS

ARTICLE 6.1 HEALTH/DENTAL AND FLEX BENEFITS PROGRAM

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

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

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

Health and Wellness Bonus

Effective December 25, 2016, employees who are eligible for and participate in the Flex Program shall receive a non-pensionable biweekly health and wellness bonus of one and one-half percent (1.5%) of base salary.

- a. Employees hired into trainee-level positions shall be hired at Step 1 and shall remain on Step 1 for the duration of a twelve (12) month probationary period. Trainee-level position hourly wages will begin one premium level below the entry level of the targeted Civil Service classification which will not be below \$15.00 per hour.
 - b. Employees hired into non-trainee positions shall be hired at Step 2 (or appropriate higher step in accordance with applicable MOU provisions or LAAC Section 4.90).
 - c. Employees shall remain on Steps 2 and 3 for nine (9) months each.
- 2. Current Steps 1 through 5 will be renumbered Steps 4 through 8. These steps will be separated by two premium levels (Step 4 will be one premium level above Step 3). Employees shall advance to each subsequent step after twelve (12) months.
 - 3. Current Steps 6 through 8 will be renumbered Steps 9 through 11. These steps will be separated by one premium level (Step 9 will be one premium level above Step 8). Employees shall advance to each subsequent step after twelve (12) months.
 - 4. A new Step 12 will be created which will be one premium level above Step 11. No employee shall be eligible to move to Step 12 sooner than January 7, 2018.

*On the City's salary range tables, each premium level is equal to approximately 2.75%.

B. SALARY ADJUSTMENTS

- 1. Effective January 7, 2018, each employee who is compensated on a salary range will advance one step on the salary range regardless of their step or step anniversary date.
- 2. Effective January 7, 2018, each employee who is employed in a flat-rated classification shall receive a salary adjustment of 2.75%.
- 3. Effective January 7, 2018, each employee in a classification on a salary range, who is on a fixed step (does not move up the salary range), shall receive a pensionable "adds to rate" salary adjustment of 2.75% while in that classification.

C. EXTENSION OF STEP ADVANCEMENT DATE

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

D. CONSECUTIVE APPOINTMENTS WITHIN A 12 MONTH PERIOD

Consecutive appointments or assignments to positions with the same top step salary rate in the 12 months (2,080 hours) following an appointment or assignment shall be treated as one appointment or assignment for step advancement purposes.

E. APPOINTMENTS TO NEW POSITIONS WITH THE SAME OR LOWER SALARY RANGE

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

F. INTERMITTENT EMPLOYEES AND HALF-TIME EMPLOYEES EXEMPTED FROM CIVIL SERVICE

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

G. PROMOTIONAL DIFFERENTIAL

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

the former position and added to the new salary, if applicable, after determining the appropriate salary step rate for the new position.

ARTICLE 19 OVERTIME PRACTICES

Section I - Assignment of Overtime

When Management requires the use of overtime, the assignment of staff to work overtime shall be distributed as equitably as possible consistent with other sections of this Article.

In the assignment of overtime under this provision, however, Management may consider special skills required to perform particular work. The parties understand that no employee shall work overtime without prior approval from his or her supervisor and that unofficial overtime "white time" is absolutely prohibited; all hours worked by employees who receive overtime compensation in accordance with Section II below shall be recorded on their time sheet. Employees who receive overtime compensation in accordance with Section II below 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

Compensation for overtime shall be for all hours worked in excess of 40 hours in a workweek including all absences with pay authorized by law. Compensation for employees in this Unit who are employed in a class or pay grade (if the class has multiple pay grades) with a fifth step regular biweekly rate, without bonuses, at or below the fifth step regular biweekly rate for the class of Principal Librarian I in the Library Department shall be in time off at the rate of one and one-half (1 ½) hours for each hour of overtime worked or in cash at one and one-half (1 ½) times the employee's regular rate of pay. The method of overtime compensation shall be at the discretion of Management.

Section III – Compensated Time Off

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

In accordance with FLSA, no employee shall lose CTO. An employee who has requested the use of CTO must be permitted by Management to use such time within a reasonable period after making the request unless the use of the CTO within a reasonable period unduly disrupts the operation 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.

Section IV - Salaried Employees

Employees in this Unit who are assigned to a class or pay grade (if the class has multiple pay grades) with a fifth step regular biweekly rate, without bonuses, above the fifth step regular biweekly rate for the class of Principal Librarian I shall be treated as salaried employees as defined by the Fair Labor Standards Act. Notwithstanding any LAAC and MOU provisions, or other City department rules and regulations to the contrary, these employees shall not be required to record specific hours of work for compensation purposes, although hours may be recorded for other purposes. These employees will be paid the predetermined salary for each biweekly pay period, as indicated in the Salary Appendices, and shall not receive overtime compensation. Salaried employees shall not be subject to deductions from salary or any leave banks for any absence from work for less than a full workday. This provision applies to occasional partial day absences from work which are authorized by the appropriate supervisor. This provision does not apply to long-term or recurring partial day absences (e.g. intermittent leave/reduced work schedule for purposes of Family/Medical Leave. Salaried employees shall not be subject to disciplinary suspensions for periods of less than a workweek (seven days; half of the biweekly pay) unless the discipline is based on violations of a safety rule of major significance or misconduct.

The appointing authority may grant time off for hours worked due to unusual situations.

1040/2080 Plan

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

ARTICLE 20 NIGHT ASSIGNMENT AND SHIFT DIFFERENTIAL PAY

a) Second Night Assignment

The Library Department shall pay the bonus for all hours worked by a Librarian during the second night assignment. For the purpose of this Article, the second night assignment will be considered to be any scheduling requirement by Management that mandates that an employee must work a second evening shift in the same calendar week, which is considered to be Sunday through the following Saturday. An evening shift shall be considered to be any 8-hour work shift that ends at 8:10 p.m. or later.

The bonus shall be at the second premium level rate above the appropriate step rate of the salary range prescribed for the class of the employee working the qualifying shift.

Employees who specifically request to work a second night assignment are excluded from receiving the second night assignment bonus.

b) Shift Differential

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

Additional compensation is pensionable when regularly assigned and non-pensionable when assigned on a daily basis.

ARTICLE 21 SUBSTITUTION FOR SUPERVISOR

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

Absence of Regular Supervisor

Whenever Management initially assigns an employee to be temporarily in charge of a unit due to the absence of the regular supervisor, such employee shall become eligible for additional compensation upon completion of a qualifying period of ten (10) working days in such assignment at his/her regular rate of compensation. Management shall not divide or alternate the assignment of an employee temporarily in charge of a unit due to the absence of the regular supervisor during the qualifying period. Such additional compensation shall begin on the 11th consecutive working day in such assignment. For employees assigned to a modified work schedule, such as 9/80 or 4/10, compensation

shall begin on the next day following the completion of 80 consecutive hours of assignment.

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

Each subsequent temporary assignment in which the employee is in charge of a unit in the absence of a supervisor, following the employee's return to his/her regular assignment, shall not require completion of a new qualifying period.

Vacant Supervisory Position

Whenever Management temporarily assigns an employee to be in charge of a unit due to a supervisory vacancy, such employee shall become eligible for additional compensation on the first day of said assignment.

Reassignment as Substitute Supervisor

Whenever Management reassigns the same employee to be in charge of the same unit due to a 10 working day or more absence of a supervisor, such employee shall become eligible for additional compensation retroactive to the first day of such assignment. An additional qualifying period shall not be required for each subsequent incident of reassignment.

Compensation

An employee qualifying for additional compensation as stated above shall receive salary at the second premium level above the appropriate step rate of the salary range prescribed for his/her class. Additional compensation is non-pensionable.

Status Review

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

Management will provide the Guild with a list of employees in acting positions on a quarterly basis. The list will include: name of employee; date of appointment to acting

position; location of acting position; review date; desire of employee to continue in acting position; review determination.

Management Right

Management retains the right to determine the status of a vacancy.

ARTICLE 22 BILINGUAL DIFFERENTIAL

In accordance with Section 4.84 of the LAAC, whenever Management of the Library Department 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 speak, write and interpret a language other than English, the Library department will transmit to the Controller a written statement approving payment of a bilingual premium to the person occupying such a position and possessing such bilingual skills.

After authorizing payment of a bilingual premium, Library Management shall certify to the Controller the name of any person eligible for a bilingual 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 qualifying for a bilingual premium shall receive one premium level rate for duties requiring that they converse fluently in a language other than English or two premium level rates for duties requiring that they interpret another language other than English, in addition to conversing fluently in that language. Additional compensation is pensionable when regularly assigned and non-pensionable when assigned on a daily basis.

Such compensation shall be retroactive to the employee's first day in a bilingual position.

ARTICLE 23 SIGN LANGUAGE PREMIUM

Any qualified employee covered by the provisions of the MOU who has been certified as proficient in American Sign Language (ASL) to provide City services to the deaf community, and who is requested by the employing department to utilize ASL skills in the performance of his/her job duties, shall be compensated at the first premium level rate above his/her step rate of the salary range for his/her class for each business day the skill is utilized. Such premium pay shall be administered in accordance with and subject to all requirements and provisions of Section 4.84.1 of the LAAC. Additional compensation is non-pensionable.

ARTICLE 24 MILEAGE

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

Library management will provide reduced parking validation cards at the Westlawn Garage for any meeting held at Central Library attended by branch library staff.

During the term of this MOU, the cents per mile reimbursement rate shall be in accordance with an amount equal to the annual standard car mileage allowance as determined by the Internal Revenue Service. The City Administrative Officer (CAO) shall certify to the Controller appropriate changes, if required, to become effective the beginning of the pay period in which January 1 falls or on such other date as the IRS may determine.

ARTICLE 25 TRAVEL ALLOWANCE

The following sections shall be effective the start of the first pay period following the date of City Council approval of this MOU.

Section I

Notwithstanding Section 4.222 of the LAAC, whenever an employee is required to travel directly between his/her home and place of temporary assignment, as provided in Section 4.221 of the LAAC, he/she shall receive payment at the rate of four dollars (\$4.00) for each day that such travel occurs. The parties agree that all other provisions of Section 4.220 - 4.226 of the LAAC, which relate to payment for travel of employees from their homes to temporary job locations, remain unchanged.

Section II

Notwithstanding Section 4.221 of the LAAC, whenever an employee is required by Management to use his/her personal vehicle for City business within a workday, he/she shall receive payment at the rate of four dollars (\$4.00) for each day that such use occurs.

Section III

Where an employee qualifies under both Sections I and II above, such employee shall be entitled to receive six dollars (\$6.00) per day.

ARTICLE 5.0 COMPENSATION

ARTICLE 5.1 OVERTIME

A. Distribution of Overtime

Management will 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. No employee shall work overtime without prior approval from his or her supervisor. 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. Working and not recording the time is similarly prohibited.

B. Non-emergency Overtime

Whenever Management deems it necessary to perform non-emergency work on an overtime basis, FLSA Non-Exempt employees required to work will be given at least a forty-eight (48) hour notice.

C. Rate and Methods of Compensation – FLSA Non-Exempt Employees

1. Compensation for overtime shall be for all hours worked in excess of forty (40) hours in a workweek, including all absences with pay authorized by law. Compensation for employees in this unit, who are employed in a class or pay grade, if the class has multiple pay grades, with a top step biweekly rate, without bonuses (with the exception of the Project Manager bonus) at or below the top step regular biweekly rate for the class of Shift Superintendent Wastewater Treatment I shall, be in time off at the rate of one-and one-half (1.5) hours for each hour of overtime worked; or in at one-and-one-half (1.5) times the employee's regular rate of pay. The method of overtime compensation shall be at the discretion of management.

2. Compensated Time Off

Employees may, subject to Management discretion, be permitted to accumulate up to eighty (80) hours of compensated time off (CTO). Occasionally, employees may accumulate CTO in excess of eighty (80) hours for a temporary period of time, not to exceed an additional fiscal year. If an employee does not schedule and take CTO over eighty (80) hours prior to the end of the fiscal year, Management may require the employee to use CTO prior to the end of the fiscal year; require employees to use such time in lieu of vacation (unless the mandatory use of CTO would result in the loss of vacation accumulation) or other leave

time; or authorize cash payment. In the event sufficient funds are not available to provide cash compensation for all or a portion of the CTO hours in excess of eighty (80), Management may extend the time limit for use or payment of the excess hours for a period not to exceed one additional fiscal year.

In accordance with FLSA, no employee shall lose CTO. An employee who has requested the use of CTO for overtime worked must be permitted by Management to use such time within a reasonable time period after making the request unless the use of the CTO within a reasonable period would unduly disrupt the operations of the City department. 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 in excess of two-hundred forty (240) hours be accumulated.

D. Salaried Employees

1. Employees in this unit who qualify for exemption from the FLSA overtime provisions based upon duties and who are assigned to a class or pay grade, if the class has multiple pay grades, with a top step regular biweekly rate, without bonuses, above the top step regular biweekly rate for the class of Shift Superintendent Wastewater Treatment I shall be treated as salaried employees, in accordance with the provisions of the FLSA as identified in Los Angeles Administrative Code section 4.113(b).

Salaried employees may be assigned 5/40, 4/10, 9/80 or other schedules at the discretion of Management. Notwithstanding any LAAC and MOU provisions, or other City department rules and regulations to the contrary, these employees shall not be required to record specific hours of work for compensation purposes, although hours may be recorded for other purposes. These employees will be paid the predetermined salary for each biweekly pay period, as indicated in the appropriate salary appendices, and shall not receive overtime compensation. Salaried employees shall not be subject to deductions from salary or any leave banks for absence from work for less than a full workday. This provision applies to occasional partial day absences from work which is authorized by the appropriate supervisor designated by management. This provision does not apply to long-term or recurring partial day absences (e.g., intermittent leave/reduced work schedule for purposes of Family/Medical Leave).

Salaried employees shall not be subject to disciplinary suspension for a period of less than a workweek (seven days; half of the biweekly pay) unless based on violations of a safety rule of major significance. This

requirement shall be superseded by the revised Department of Labor FLSA regulations pertaining to disciplinary suspensions of FLSA-exempt employees on the operative date of the FLSA regulations.

The appointing authority of each City department may grant time off for hours worked due to unusual situations.

2. In lieu of time off, the appointing authority may, with the approval of the Mayor, grant additional compensation when an employee is assigned by Management to work additional hours outside of an employee's regular work schedule, in increments of a full day (8 hours), in unusual situations (e.g., earthquake, flood, sewage spills, emergency construction response, etc.). Compensation for each additional day shall be an amount equivalent to 4.6 percent of the monthly rate of the employee's appropriate step rate, as indicated in the appropriate salary appendix.

ARTICLE 5.2 OVERTIME MEAL ALLOWANCE

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

ARTICLE 5.3 CALL BACK AND OFF SITE/REMOTE ACCESS COMPENSATION

A. Call Back

Whenever an employee is ordered by the administrative head of his/her department, office or bureau, or his/her designee to return to duty following the termination of his/her work shift and departure from his/her work location, the employee shall receive a minimum payment equivalent to four (4) hours of work at the employee's regular rate of pay (overtime rate will be paid in accordance to Article 5.1, Overtime. Call Back time contiguous to and continuing into a normal work shift will not be treated as Call Back for purposes of this Article, but will instead be compensated as hour-for-hour overtime. The time of Call Back pay starts at the time that the employee is notified or when it is determined that returning to the work location is required.

B. Remote Access

Whenever an employee is required to perform job-related tasks either remotely or off-site or to troubleshoot, the employee shall receive compensation of no less than one (1) hour at the appropriate hourly rate. If the remote task(s) exceed one (1) hour in duration, the employee shall be compensated for each such hour at the appropriate hourly rate. If the employee is scheduled to be On Call/Standby

then such compensation will be in addition to the compensation outlined in the On Call/Standby Compensation Article.

ARTICLE 5.4 ACTING PAY ASSIGNMENT

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

A. Absence at Higher Level Position

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

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

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

B. Vacant Higher Level Position

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

C. Status Review

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

Management will review the acting assignment with the employee. At that time, the employee may request to be removed from the acting assignment.

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

D. Compensation

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

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

ARTICLE 5.5 OUT-OF-CLASS ASSIGNMENTS

A. 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.

B. Waivers and Exceptions

1. Nothing in this Article 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.
2. 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.

C. 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, unless or until he has been appointed to a higher classification or pay grade, except as provided in Article 5.4, Acting Pay Assignment. In the event that said assignment exceeds thirty (30) 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 5.6 MILEAGE

Each employee that is authorized to use his/her own vehicle, pursuant to Division 4, Chapter 5, Article 2 of LAAC, in the performance of his/her duties shall be reimbursed for transportation expenses for all miles traveled in any biweekly period, in addition to any and all salaries and other compensation otherwise provided for by law at an amount equal to the annual standard car mileage allowance as determined by the Internal Revenue Service (IRS). The CAO shall certify to the Controller appropriate changes, if required, to become effective at the beginning of the first full pay period in which the IRS reimbursement rates change is effective.

Notwithstanding Section 4.231 of the LAAC, employees authorized to use their personal vehicles pursuant to Section 4.229 of the LAAC who are required by Management to bring the vehicle to work shall receive a minimum payment of 10 miles per day, regardless of whether the vehicle is driven for City business.

ARTICLE 5.7 EARLY REPORT PAY

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

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

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

adjustments with at least a forty-eight (48) hour notice do not qualify for Early Report Pay.

ARTICLE 5.8 ON CALL/STAND-BY COMPENSATION

Any FLSA Non-Exempt bargaining unit employee, when required by management to be on standby shall receive, in addition to any other compensation provided for herein, the following:

- A. Compensation for employees required to stand by during the off-duty hours of a regularly assigned work day shall be an amount equivalent to 0.57 percent of the monthly rate of the employee's appropriate step rate for each day so assigned.
- B. Compensation for employees required to stand by on a Saturday, a Sunday, or a holiday (as defined in Article 6.4, Holidays and Holiday Day Pay) shall be an amount equivalent to 2.3 percent of the employee's appropriate step rate for each day so assigned.

When an employee is scheduled for On Call/Standby then such compensation will be in addition to the compensation outlined in the Call Back Pay and Off Site/Remote Access Compensation Articles.

ARTICLE 5.9 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 bilingual 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 (1) premium level rate (2.75%) for duties requiring that they converse fluently in a language other than English, or of two (2) premium level rates (5.5%) for duties requiring that they interpret a language other than English, in addition to conversing fluently in that other language. The Bilingual Differential payment is pensionable when regularly assigned.

Compensation provided for in this Article shall be retroactive to the employee's first day in a bilingual position.

ARTICLE 5.10 SALARIES

The parties to this MOU jointly recommend to the City Council approval of the salaries set forth in the attached Salary Appendices. These appendices shall incorporate the agreement of the parties that effective December 13, 2015, employees will be subject to a new salary step structure and that effective June 26, 2016, employees covered by this MOU shall receive a two percent (2%) salary increase.

A. SALARY STEPS

Effective December 13, 2015, notwithstanding LAAC Section 4.92, a new 12-step salary structure will be established as follows:

1. Three (3) additional salary steps will be added to the lower end of each salary range (Steps 1, 2, and 3). These new steps shall be separated by one (1) premium level.*
 - a. Employees hired into trainee-level positions shall be hired at Step 1 and shall remain on Step 1 for the duration of a twelve (12) month probationary period. Trainee-level position hourly wages will begin one (1) premium level below the entry level of the targeted Civil Service classification which will not be below fifteen (\$15.00) per hour.
 - b. Employees hired into non-trainee positions shall be hired at Step 2 (or appropriate higher step in accordance with applicable MOU provisions or LAAC Section 4.90).
 - c. Employees shall remain on Steps 2 and 3 for nine (9) months each.
2. Current Steps 1 through 5 will be renumbered Steps 4 through 8. These steps will be separated by two (2) premium levels (Step 4 will be one premium level above Step 3). Employees shall advance to each subsequent step after twelve (12) months.
3. Current Steps 6 through 8 will be renumbered Steps 9 through 11. These steps will be separated by one premium level (Step 9 will be one premium level above Step 8). Employees shall advance to each subsequent step after twelve (12) months.
4. A new Step 12 will be created which will be one premium level above Step 11. No employee shall be eligible to move to Step 12 sooner than January 7, 2018.

*On the City's salary range tables, each premium level is equal to approximately 2.75%.

B. SALARY ADJUSTMENTS

1. Effective December 13, 2015, salary anniversary dates shall be frozen and current employees shall be reassigned to a new salary step which includes one step advancement according to the following conversion table:

5-Step Salary Step	12-Step Salary Step
1	5
2	6
3	7
4	8
5	9

2. Effective January 10, 2016, each employee will advance one step on the salary range regardless of their salary step.
3. Effective June 26, 2016, each employee will advance one step on the salary range regardless of their salary step. This step advancement shall occur prior to application of the two percent (2%) salary increase scheduled for the same date.
4. Salary anniversary dates shall be unfrozen effective June 27, 2016. However, no employee may advance to Step 12 until January 7, 2018.

C. EXTENSION OF STEP ADVANCEMENT DATE

Uncompensated absences of sixteen (16) days (128 hours for employees on a work schedule other than 5/40) or less during the 2080 hour qualifying period and during each subsequent 2080 hour annual period shall not extend the step advancement date. The step advancement date shall be extended one (1) working day for each working day absence (or one hour for each hour of aggregated uncompensated absence in excess of 128 hours). Employees who are injured on duty and are compensated in accordance with State of California Labor Code, Division IV and LAAC, Division 4, Article 7 shall not have their step advancement date changed due to their workers' compensation status.

D. Consecutive Appointments within a Twelve Month Period

Consecutive appointments or assignments to positions with the same top step salary rate in the twelve (12) months (2,080 hours) following an appointment or assignment shall be treated as one (1) appointment or assignment for step advancement purposes.

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

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

F. PROMOTIONAL DIFFERENTIAL

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

ARTICLE 5.11 CIVILIAN SUPERVISORY DIFFERENTIAL

In the Police and Fire Departments, members of this Unit shall be eligible for a supervisory differential, as a "bona fide supervisory employee," in accordance with Section 4.62.2 of the LAAC, when regularly assigned as a supervisor with full administrative and technical authority to assign, review and approve the work of civilian subordinates. The salaries of any sworn subordinates shall not be used in determining eligibility for the supervision differential described in LAAC Section 4.62.2 or elsewhere in this Article.

ARTICLE 5.12 SHIFT DIFFERENTIAL

Notwithstanding the provisions of Note N of Schedule A of Section 4.61 of the LAAC any employee, when required to work 50% or more of his/her time during his/her regular shift on 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 rate of the salary range prescribed for his/her classification. The procedure for the payment of adjusted compensation for work performed under the provisions of this Article shall be in accordance with Sections 4.72, 4.74, and 4.75 of the LAAC.

ARTICLE 5.13 COURT APPEARANCES

- A. The following court provisions will apply to all employees in the Unit, except those in the Police Department.

When an employee is required to appear in the Superior or Federal Court in and for the County of Los Angeles outside of his/her normal duty hours, but on a matter arising within the scope of his/her employment, said employee shall be entitled to receive a minimum of one hour at one and one-half (1.5) times his/her

regular rate of pay. Time spent in excess of the one-hour minimum guarantee shall also be at the rate of one and one-half (1.5) times the employee's regular rate of pay, payable in six (6) minute increments. No compensation shall be paid for the first forty-five (45) minutes of the Court's noon recess, provided, however, that no such compensation shall be allowed unless such employee is in actual attendance in court. Such compensation for court appearances may be in either time off or cash. Call back provisions are not applicable to court appearances.

Notwithstanding any other provision of this Memorandum of Understanding, whenever a Supervising Occupational Health Nurse (Code 2315), a Nurse Manager (Code 2316), or a Supervising Correctional Nurse (Code 2319) who is a member of this Unit, is required to appear in court during hours outside his/her assigned work schedule because of duties arising out of City employment, said employee shall receive three (3) hours of overtime compensation regardless of the number of hours actually spent in court. Any employee on call outside of his/her assigned work schedule and not required to report to court shall receive two (2) hours of overtime compensation regardless of the number of hours actually spent on call.

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

- 1. 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.

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

Length of Recess

Forty-five (45) minutes or less
Forty-six (46) minutes or more

Amount of Compensation

None
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.

2. 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 B (1) (a) above, for each case for a total of four (4) hours. In addition, he/she shall receive hour-for-hour overtime compensation for each additional hour of actual court attendance in excess of two (2) hours.

3. Exceptions to the Two-Hour Minimum

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

- a. 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 B (1) (b) above.
- b. 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 B(1)(b) above.
- c. Court appearances or on-call that begin during an employee's regularly assigned shift. Compensation will be for the actual time between the end of the employee's assigned shift and the termination of the appearance or on-call status with the same noon recess provisions as outlined in paragraph B(1)(b) above.

ARTICLE 5.14 SIGN LANGUAGE PREMIUM

Any qualified employee covered by the provisions of the MOU who is requested by the deaf-mute assistance center to utilize sign language shall receive compensation equal to one premium level rate (2.75%) of their salary or wages for each business day the skill is utilized. The Sign Language Premium Pay is not pensionable.

ARTICLE 5.15 DISTURBANCE COMMUNICATION

Disturbance Communication is defined as any communication to city and non-city owned devices or software products with the expectation that the employee will respond prior to the start of the employee's next regularly scheduled work shift.

Disturbance communication includes but is not limited to phone calls, email, texts/instant messaging and any other form of communication.

Any FLSA Non-Exempt bargaining unit employee shall be eligible for compensation under this Article.

Whenever employees are contacted while on off-duty status by the Department head or designee, to furnish information needed to maintain the continuity of City business, without the necessity of having to report for duty personally, such employees shall receive a minimum of one hour of compensation subject to the following limitations:

1. Only the first disturbance communication made in any one calendar day shall qualify for the minimum one hour of compensation described above. The time actually spent on such disturbance instance will be considered hours worked for that workweek. Thereafter, compensation for all other qualifying disturbance calls totaling an aggregate of ten (10) minutes or more in that same calendar day shall be for actual time worked. Disturbance compensation shall be used to offset any overtime owed.
2. Any employee receiving On Call/Standby Compensation for the same day shall not be eligible to receive compensation under this Article for that day;
3. The Department head or designee may determine the method of compensation;
4. An employee contacted while off-duty concerning subsequent work scheduling shall not be eligible to receive compensation under this Article.

ARTICLE 6.0 COMPENSATION

ARTICLE 6.1 SALARIES

Prior to April 6, 2014, salary ranges for employees consisted of five steps, each separated by approximately five and one-half percent (5.5%), as illustrated in range table B of this MOU. Effective April 6, 2014, salary ranges shall consist of 15 steps, each separated by approximately two and three-quarter percent (2.75%) as illustrated in range table C of this MOU.

The following salary range movements will apply during the term of this MOU.

Employees who are not on the top step of a Salary Range as of April 5, 2014:

One step advancement on April 6, 2014 (beginning of pay period 21 in FY2013-14)
One step advancement on June 29, 2014 (beginning of pay period 1 in FY2014-15)
One step advancement on June 28, 2015 (beginning of pay period 1 in FY2015-16)

Employees who are on the top step of a Salary Range as of June 28, 2014:

One step advancement on June 29, 2014 (beginning of pay period 1 in FY2014-15)
One step advancement on December 28, 2014 (beginning of pay period 14 in FY2015-16)
One step advancement on June 28, 2015 (beginning of pay period 1 in FY2015-16)

Classifications for which compensation is set at a fixed amount (Flat Rated), shall receive equivalent salary adjustments on the same schedule specified above for employees on the top step of a salary range as of June 29, 2014, unless negotiated otherwise or in accordance with provisions of the LAAC.

Anniversary dates for all bargaining unit members shall be frozen on April 5, 2014, and shall be unfrozen on June 29, 2015.

Effective December 13, 2015, through June 25, 2016, each bargaining unit member shall receive on a biweekly basis a 1.5% "adds to pay" bonus of his or her base hourly rate. This bonus is non-pensionable and does not affect a unit member's permanent rate.

Effective June 26, 2016, the following actions shall be implemented in the order enumerated:

1. The 1.5% "adds to pay" bonus (described immediately above) shall be eliminated.
2. Base hourly wages for all Unit employees shall be increased by 1.5%.
3. Base hourly wages for all Unit employees shall be increased by 2.25%.

Effective June 25, 2017, base hourly wages for all Unit employees shall be increased by 2.25%.

Effective June 24, 2018, base hourly wages for all Unit employees shall be increased by 2.25%.

From June 24, 2018, through June 22, 2019, if the City authorizes a base wage compensation increase for all classifications represented in any single civilian bargaining unit— exclusive of all represented classifications employed by the Department of Water and Power, all elected officials or classifications whose salaries are set by Charter, and all non-represented classifications—then the same base wage compensation increase shall be made to classifications represented in this MOU effective on the same day. If base wage compensation increases are authorized for multiple bargaining units, the highest increase shall be administered to classifications represented in this MOU. Increases for only one bargaining unit shall be applied to classifications represented in this MOU. This Article shall expire at the close of business on June 22, 2019, and shall not continue unless mutually agreed to in a successor MOU.

ARTICLE 6.2 OVERTIME

Section I - Distribution of Overtime

Management will attempt to assign overtime work as equitably as possible among all qualified employees in the same classification in the same organizational unit and work location. However, Management may consider special skills required to perform particular work. No employee shall work overtime without prior approval from his or her supervisor. 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. Working and not recording the time is similarly prohibited

Section II - Non-emergency Overtime

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

Section III – Rate and Methods of Compensation – FLSA Non-Exempt Employees

A. Rate and Method of Compensation

Compensation for overtime shall be paid for all hours worked in excess of 40 hours in a workweek. Employees who are employed in a class or paygrade, if the class has multiple paygrades, with a top step regular biweekly rate, without bonuses, at or below the top step regular biweekly rate for the class of Supervising Transportation Planner I, shall be compensated in time off at the rate of one and one-half (1½) hours for each hour of overtime worked; or in cash at one and one-half (1½) times the employee's regular rate of pay. The method of overtime compensation shall be at the discretion of Management.

B. Compensated Time Off

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

In accordance with FLSA, no employee shall lose 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 would unduly disrupt the operations of the City department. This standard does not apply to non-FLSA overtime (i.e., overtime earned pursuant to this agreement that does not meet the FLSA definition of overtime.)

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

Section IV - Salaried Employees

- A. Employees in this unit who qualify for exemption from the FLSA overtime provisions based upon duties and who are assigned to a class or paygrade, if the class has multiple paygrades, with a top step regular biweekly rate, without bonuses, above the top step regular biweekly rate for the class of Supervising Transportation Planner I, shall be treated as salaried employees, in accordance with the provisions of the Fair Labor Standards Act.

Salaried employees may be assigned 5/40, 4/10, 9/80, or other schedules at the discretion of Management. Notwithstanding any LAAC and MOU provisions, or other City department rules and regulations to the contrary, these employees shall not be required to record specific hours of work for compensation purposes, although hours may be recorded for other purposes. These employees will be paid the predetermined salary for each biweekly pay period, as indicated in the appropriate salary appendix, and shall not receive overtime compensation, except as provided in this Article. Salaried employees shall not be subject to any deductions from salary or any leave banks for any absence from work for less than a full workday. This provision applies to occasional partial day absences from work which are authorized by the appropriate supervisor designated by

Management. This provision does not apply to long-term or recurring partial day absences (e.g., intermittent leave/reduced work schedule for purposes of Family/Medical Leave).

Salaried employees shall not be subject to disciplinary suspension for a period of less than seven days; (half of the biweekly pay) unless based on violations of a safety rule of major significance. This requirement shall be superseded by the revised Department of Labor FLSA regulations pertaining to disciplinary suspensions of FLSA-exempt employees on the operative date of the FLSA regulations.

- B. The appointing authority of each City department may grant time off for hours worked due to unusual situations. In lieu of time off, an appointing authority may, with the approval of the Mayor, grant additional compensation when an employee is assigned by Management to work additional hours outside of an employee's regular work schedule, in increments of a full day (eight hours), in unusual situations (e.g., earthquake, flood, sewage spills, emergency construction response, etc.). Compensation for each additional day shall be any amount equivalent to 4.6 percent of the monthly rate of the employee's appropriate step rate, as indicated in the appropriate salary appendix.

ARTICLE 6.3 SHIFT DIFFERENTIAL

Notwithstanding the provisions of Note N of Schedule A of LAAC Section 4.61, any employee, when required to work fifty percent (50%) or more of his/her time during his/her regular shift on any one day between the hours of 5:00 P.M. and 8:00 A.M., shall receive for each such day worked a non-pensionable "adds to pay" bonus of 5.5% calculated on the employee's hourly base rate or, when regularly assigned, a pensionable "adds to rate" bonus of 5.5% calculated on the employee's hourly base rate. The procedure for the payment of adjusted compensation for work performed under the provisions of this Article shall be in accordance with LAAC Sections 4.72, 4.74, and 4.75.

ARTICLE 6.4 BILINGUAL BONUS

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 authorization 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 bilingual 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 bonus of \$25.00 per biweekly pay period for duties requiring conversing fluently in a language other than English, or \$50.00 per biweekly pay period for duties requiring conversing fluently and interpreting a language other than English.

For newly hired employees or employees newly appointed to a bilingual position, the premium shall be paid at the beginning of the first full biweekly pay period once the employee has been certified by the Personnel Department.

ARTICLE 6.5 SIGN LANGUAGE PREMIUM

Any qualified Unit employee who is requested by the hearing impaired assistance center to utilize sign language shall receive compensation equal to two and three-quarter percent (2.75%) of their salary or wages for each business day the skill is utilized. Such practices of additional compensation shall be in accordance with LAAC Section 4.84.1.

ARTICLE 6.6 COURT APPEARANCES

Section I

The following court provisions will apply to all employees in the Unit, except those in the Police Department.

When an employee is required to appear in Court in and for the County of Los Angeles outside of his/her normal duty hours, but on a matter arising within the scope of his/her employment, said employee shall be entitled to receive a minimum of one hour at one and one-half (1½) times his/her regular rate of pay. Time spent in excess of the one hour minimum guarantee shall also be at the rate of one and one-half (1½) times the employee's regular rate of pay, payable in six minute increments. No compensation shall be paid for the first 45 minutes of the Court's noon recess, provided, however, that no such compensation shall be allowed unless such employee is in actual attendance in court. Such compensation for court appearances may be in either time off or cash. Call back provisions are not applicable to court appearances.

Section II

The following court provisions shall apply to employees in the Police Department only.

These provisions apply only for the payment of overtime for court appearances outside of the normal duty hours of employees. Call back provisions are not applicable to court appearances.

A. Basic Compensation

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

1. An off-duty employee shall receive a minimum of two hours overtime compensation for any court day he/she is subpoenaed to be on call or required to appear.
2. An off-duty employee shall receive hour-for-hour overtime compensation for each additional hour of actual attendance in excess of the two 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>
45 minutes or less	None
46 minutes or more	All time over 46 minutes (in 6 minute increments).

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

B. Multiple Cases

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

C. Exceptions to the Two-Hour Minimum

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

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

ARTICLE 6.7 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 time off with pay in the amount of the difference between the employee's regular earnings and any amount he/she receives for such appearance. This Article 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 6.8 JURY SERVICE

- A. An employee duly summoned to attend any court for the purpose of performing jury service shall, for those days during which jury service is actually performed and those days necessary to qualify for jury service, receive his/her regular salary. The absence of the employee for the purpose of performing jury service shall be deemed to be an authorized absence with pay within the meaning of LAAC Section 4.75.
- B. During the time the employee is actually reporting for jury service, the head of the department, office, or bureau, or his/her designee will convert the employee's usual shift to a regular five-day, Monday through Friday day shift. However, employees may choose to remain on an alternative work schedule (9/80, 4/10, or 3/12) or on an off-watch schedule during jury service with the understanding that jury service on a regularly scheduled day off (RDO) will not be compensated. Employees must report for work on any day of his/her converted shift that he/she is not required by the Court to perform jury service.

- C. Compensation for mileage paid by the courts for jury service shall be retained by the employee.
- D. Employees performing jury service on a designated City holiday shall be compensated for the designated City holiday; additional time off for that holiday shall not be provided.
- E. An employee duly summoned to attend any court of competent jurisdiction for the purpose of performing jury service shall, for those days during which jury service is actually performed and those days necessary to qualify for jury service, receive his/her regular salary.

ARTICLE 6.9 MILITARY LEAVE

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

In determining whether an employee has been in the service of the City for a period of not less than one year immediately prior to the date on which the absence begins, continuous service shall be required.

Employees called into active military service (other than temporary military leave) shall accrue vacation time, and be entitled to the cash-out of accrued, but unused vacation time, in accordance with Article 7.6, Vacation, Section II of this MOU.

ARTICLE 6.10 MILEAGE

Each employee that is authorized to use his/her own vehicle, pursuant to LAAC Division 4, Chapter 5, Article 2, in the performance of his/her duties shall be reimbursed for transportation expenses at the Internal Revenue Service rate established on January 1st of each calendar year or at subsequent times during the calendar year for all miles traveled in any biweekly period, in addition to any and all salaries and other compensation otherwise provided for by law.

Notwithstanding LAAC Section 4.231, employees authorized to use their personal vehicles pursuant to LAAC Section 4.229 who are required by Management to bring the vehicle to work each day shall receive a minimum payment of 10 miles per day,

regardless of whether the vehicle is driven for City business. If an employee is not authorized or required to bring a vehicle to work for use in the course of their work assignment, they will no longer be provided a minimum payment of 10 miles per day.

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 (IRS). The CAO shall certify to the Controller appropriate changes, if required, to become effective at the beginning of the first full pay period in which the IRS reimbursement rate change is effective.

ARTICLE 6.11 CALL BACK PAY

Section I

Whenever an employee is ordered by the administrative head of his/her department, office or bureau, or his/her designee to return to duty following the termination of his/her work shift and departure from his/her work location, he shall receive minimum compensation equivalent to four hours at his/her appropriate overtime rate. Call Back time contiguous to and continuing into a normal work shift will not be treated as Call Back for purposes of this Article, but will instead be compensated as hour for hour overtime.

Section II

Whenever an employee in the Police Department is ordered by a designated representative of the Chief of Police to return to duty following the termination of the employee's normal work shift and departure from the work location, the employee shall receive the sum of ten dollars (\$10.00) if the call is canceled prior to the time the employee reports to the telephonically/electronically assigned work location. The employee shall be entitled to only one such payment in each 24 hour period commencing with the termination of the employee's normal work shift.

Section III

If an employee is called out, under the provisions of Section I, within four hours of the first call out, they shall receive a second four hours pay for a total of eight hours pay at his/her appropriate overtime rate.

This Article shall not apply to "salaried" employees, as defined in Article 6.2, Section V.

ARTICLE 6.12 DISTURBANCE CALLS

The following provisions apply to the compensation for disturbance calls outside of normal duty hours for FLSA non-exempt employees.

I.

Whenever employees identified in the table below are contacted while on off-duty status by the Department head or designee, to furnish information needed to maintain the continuity of City business, without the necessity of having to report for duty personally, such employees shall receive a minimum of one hour of compensation, subject to the following limitations:

Class Code	Class Title	Department
3231	Senior Examiner of Questioned Documents	LAPD
1795-1	Senior Photographer I	LAPD
1795-2	Senior Photographer II	LAPD
2201	Senior Forensic Print Specialist	LAPD
1411-1	Information Systems Operations Manager I	ITA
1411-2	Information Systems Operations Manager II	ITA
1411-3	Information Systems Operations Manager III	ITA
1139-1	Senior Data Processing Technician I	ITA
1139-2	Senior Data Processing Technician II	ITA
4293	Senior Environmental Compliance Inspector	Public Works, Bureau of Sanitation
4289-1	Chief Environmental Compliance Inspector I	Public Works, Bureau of Sanitation
4289-2	Chief Environmental Compliance Inspector II	Public Works, Bureau of Sanitation
1411-1	Systems Operations Manager I	Harbor Department
1411-2	Systems Operations Manager II	Harbor Department
1411-3	Systems Operations Manager III	Harbor Department

- a. Only the first disturbance call made in any one calendar day shall qualify for the minimum one hour of compensation described above. The time actually spent on such disturbance call will be considered hours worked for that workweek. Thereafter, compensation for all other qualifying disturbance calls totaling an aggregate of 10 minutes or more in that same calendar day shall be for actual time worked. Disturbance call compensation shall be used to offset any overtime owed.
- b. Any employee receiving On Call/Standby Compensation for the same day shall not be eligible to receive compensation under this Article for that day;
- c. The Department head or designee may determine the method of compensation;
- d. An employee contacted while off-duty concerning subsequent work scheduling shall not be eligible to receive compensation under this Article.

- II. Notwithstanding the above, whenever all other FLSA non-exempt employees in classifications and paygrades not listed specifically in this Article are contacted while on off-duty status by the Department head or designee to furnish information needed to maintain the continuity of City business (as described above), without the necessity of having to report for duty personally, such

employees shall receive compensation for actual time worked for said disturbance calls that total 10 minutes or more in the aggregate in the same calendar day, which shall be included as hours worked for that workweek. Any employee receiving On-Call/Standby compensation for the same day shall not be eligible to receive compensation under this Article for that day.

Assignment of an electronic communication device does not constitute worked time. If an hourly employee is contacted, he/she shall only be compensated according to the Disturbance Call article of this MOU.

ARTICLE 6.13 ON CALL/STANDBY COMPENSATION

Persons employed in the classes of Information Systems Operations Manager, Code 1411, and Senior Data Processing Technician, Code 1139, in the Information Technology Agency, Harbor Department and Los Angeles World Airports Department, who are subject to call to correct or maintain the computer equipment, operating system software, or applications programs during the employee's off-duty hours on a regularly scheduled work day or anytime, shall receive, when assigned to on-call/standby for such purposes, in addition to any other compensation provided for herein, the sum of twenty-four dollars (\$24.00) for each day of such assignment.

Persons employed by the Information Technology Agency, Harbor Department, and the Los Angeles World Airports in this bargaining unit when placed on-call/standby, who remotely or off-site troubleshoots or participates in job-related tasks, the employee shall receive compensation of no less than one hour at the appropriate hourly rate. If the remote task(s) exceed one hour in duration, the employee shall be compensated in six minute increments at the appropriate hourly rate.

Persons employed in the Police Department in the Senior Photographer, and Senior Forensic Print Specialist series (all paygrades) when required to be on on-call/standby by a designated representative of the Chief of Police shall receive, in addition to any other compensation provided for herein, one hour straight time compensation for each eight hours that they are required to standby, except for standby assignments on Saturdays, Sundays or City Holidays as listed in Article 7.5 – A of this MOU, for which they shall receive one hour straight time compensation for each six hours that they are required to standby.

Persons employed by the Bureau of Sanitation as Senior Environmental Compliance Inspectors and Chief Environmental Compliance Inspectors when required to be on-call/standby to respond to hazardous waste spills shall receive, in addition to any other compensation provided for herein, the sum of twenty-four dollars (\$24.00) for each day of such assignment.

Any hourly Unit employee when placed On-Call/Standby, who remotely or off-site troubleshoots or participates in job-related tasks, shall receive compensation of no less than one hour at the appropriate hourly rate. If the remote task(s) exceed one hour in

duration, the employee shall be compensated in six minute increments at the appropriate hourly rate.

The parties agree to reopen this Article during the term of this MOU to add classes, if necessary and desirable.

Assignment of an electronic communication device does not constitute worked time. If an hourly employee is contacted, he/she shall only be compensated according to the On-Call/Standby article of the MOU.

ARTICLE 6.14 TEMPORARY SUPERVISORY PAY

Section I

- A. Whenever Management assigns an employee to perform the full duties of a higher level supervisory position in the same class series in situations where the incumbent of the higher level position is temporarily absent, such employee shall become eligible for additional compensation upon completion of a qualifying period of 15 consecutive working days in such assignment at his/her regular rate of compensation. Paid leave time taken during a qualifying period shall extend the 15 day qualifying period by the length of the absence. All other absences shall constitute a disqualifying break in the 15 day qualifying period requirement, necessitating the initiation and completion of a new qualifying period. Pay shall begin on the 16th day of the assignment.

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

- B. Whenever Management assigns an employee on a temporary basis to perform the full duties of a vacant higher level supervisory position in the same class series, such employee shall become eligible for additional compensation on the first day of such assignment.

Section II

Effective April 3, 2016, a qualifying employee as stated above shall receive an amount equal to 5.5% of his/her hourly base rate in the form of a non-pensionable "adds to pay" bonus, paid for all qualifying hours worked.

Section III

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

ARTICLE 6.15 CIVILIAN SUPERVISORY DIFFERENTIALS

Effective April 3, 2016, a Unit member shall be eligible for a pensionable “adds to rate” supervisory differential whereby the Unit member who supervises another employee is reassigned to a salary range where the first step of the range is 5.5% greater than the first step of the subordinate’s salary range (and, in which case the supervising employee remains on their assigned salary step) when all of the following conditions apply:

1. The Unit member is required to supervise one or more civilian employees.
2. Supervision of a sworn employee shall not be considered in determining a supervisory differential.
3. The supervisor’s and highest paid subordinate’s salaries are set by a salary range rather than a flat amount.
4. The difference between the top step of the subordinate’s and supervisor’s salary range is less than 5.5%.
5. The employee required to supervise is assigned to a bona fide supervisory position, meaning a full-time, regularly assigned supervisor with full administrative and technical authority to assign, review, and approve work of his or her subordinates, excluding either the general manager of any department, bureau, or office of the City or his/her chief assistant. In the case where the civil service class title of the chief assistant is not representative of his/her assignment, the CAO or his/her designee may consider working titles and tables of organization to determine whether an employee is a chief assistant.

ARTICLE 6.16 SALARY STEP ADVANCEMENT

Salary step advancement procedures shall be in accordance with the LAAC Section 4.92.

...
...
...
...
...
...
...
...
...
...
...
...
...
...

ARTICLE 6.0 COMPENSATION

ARTICLE 6.1 SALARIES

Prior to April 6, 2014, salary ranges for employees consist of five steps, each separated by approximately five and one-half percent (5.5%), as illustrated in range table B of this MOU. Effective April 6, 2014, salary ranges shall consist of fifteen steps, each separated by approximately two and three-quarter percent (2.75%) as illustrated in range table C of this MOU.

The following salary step movements will apply during the term of this MOU.

Employees who are not on the top step of a Salary Range as of April 5, 2014:

One step advancement on April 6, 2014 (beginning of pay period 21 in FY2013-14)
One step advancement on June 29, 2014 (beginning of pay period 1 in FY2014-15)
One step advancement on June 28, 2015 (beginning of pay period 1 in FY2015-16)

Employees who are on the top step of a Salary Range as of June 28, 2014:

One step advancement on June 29, 2014 (beginning of pay period 1 in FY2014-15)
One step advancement on December 28, 2014 (beginning of pay period 14 in FY2014-15)
One step advancement on June 28, 2015 (beginning of pay period 1 in FY2015-16)

Classifications for which compensation is set at a fixed amount (Flat Rated), shall receive equivalent salary adjustments on the same schedule specified above for employees on the top step of a salary range as of June 29, 2014, unless negotiated otherwise or in accordance with provisions of the LAAC.

Anniversary dates for all bargaining unit members shall be frozen on April 5, 2014, and shall be unfrozen on June 29, 2015.

Effective December 13, 2015, through June 25, 2016, each bargaining unit member shall receive on a biweekly basis a 1.5% “adds to pay” bonus of his or her base hourly rate. This bonus is non-pensionable and does not affect a unit member’s permanent rate.

Effective June 26, 2016, the following actions shall be implemented in the order enumerated:

1. The 1.5% “adds to pay” bonus (described immediately above) shall be eliminated.
2. Base hourly wages for all Unit employees shall be increased by 1.5%.
3. Base hourly wages for all Unit employees shall be increased by 2.25%.

Effective June 25, 2017, base hourly wages for all Unit employees shall be increased by 2.25%.

Effective June 24, 2018, base hourly wages for all Unit employees shall be increased by 2.25%.

From June 24, 2018, through June 22, 2019, if the City authorizes a base wage compensation increase for all classifications represented in any single civilian bargaining unit— exclusive of all represented classifications employed by the Department of Water and Power, all elected officials or classifications whose salaries are set by Charter, and all non-represented classifications—then the same base wage compensation increase shall be made to classifications represented in this MOU effective on the same day. If base wage compensation increases are authorized for multiple bargaining units, the highest increase shall be administered to classifications represented in this MOU. Increases for only one bargaining unit shall be applied to classifications represented in this MOU. This Article shall expire at the close of business on June 22, 2019, and shall not continue unless mutually agreed to in a successor MOU.

ARTICLE 6.2 OVERTIME

Section I - Distribution of Overtime

Management will attempt to assign overtime work as equitably as possible among all qualified employees in the same classification, in the same organizational unit and work location. However, Management may consider special skills required to perform particular work. No employee shall work overtime without prior approval from his or her supervisor. 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. Working and not recording the time is similarly prohibited.

Section II - Non-emergency Overtime

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

Section III - FLSA Non-Exempt Employees

A. Rate and Method of Overtime Compensation

Compensation for overtime shall be for all hours worked in excess of 40 hours in a workweek. Compensation for overtime worked by employees in this unit who are employed in a class or pay grade, if the class has multiple pay grades, with a top step regular biweekly rate, without bonuses, at or below the top step regular biweekly rate for the class of Rehabilitation Project Coordinator II in Council-

controlled departments, 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 (1½) times the employee's regular rate of pay. The method of overtime compensation shall be at the discretion of Management.

B. Compensated Time Off

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

In accordance with FLSA, no employee shall lose 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 would unduly disrupt the operations of the City department. This standard does not apply to non-FLSA overtime (i.e., overtime earned pursuant to this agreement that does not meet the FLSA definition of overtime).

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

Section IV - Salaried Employees

Employees who qualify for exemption from the Fair Labor Standards Act overtime provisions based upon duties and who are assigned to a class or pay grade, if the class has multiple pay grades, with a top step regular biweekly rate, without bonuses, above the top step regular biweekly rate for the class of Rehabilitation Project Coordinator II in Council-controlled departments, shall be treated as salaried employees, in accordance with the provisions of the Fair Labor Standards Act.

Salaried employees may be assigned 5/40, 4/10, 9/80 or other schedules at the discretion of Management. Notwithstanding any LAAC and MOU provisions, or other City department rules and regulations to the contrary, these employees shall not be required to record specific hours of work for compensation purposes, although hours may be recorded for other purposes. These employees will be paid the predetermined salary for each biweekly pay period, as indicated in Appendix A, and shall not receive

overtime compensation. Salaried employees shall not be subject to deductions from salary or any leave banks for absence from work for less than a full workday. This provision applies to occasional partial day absences from work which are authorized by the appropriate supervisor designated by Management. This provision does not apply to long-term or recurring partial day absences (e.g., intermittent leave/reduced work schedule for purposes of Family/Medical Leave).

Salaried employees shall not be subject to disciplinary suspension for a period of less than a workweek (seven days; half of the biweekly pay period) unless based on violations of a safety rule of major significance. This requirement shall be superseded by the revised Department of Labor FLSA regulations pertaining to disciplinary suspensions of FLSA-exempt employees on the operative date of the FLSA regulations.

The appointing authority of each City department may grant time off for hours worked due to unusual situations.

ARTICLE 6.3 SHIFT DIFFERENTIAL

Notwithstanding the provisions of Note N of Schedule A in LAAC Section 4.61, any employee, when required to work fifty percent (50%) or more of his/her time during his/her regular shift on any one day between the hours of 5:00 P.M. and 8:00 A.M., shall receive for each such day worked a non-pensionable "adds to pay" bonus of 5.5% calculated on the employee's hourly base rate or, when regularly assigned, a pensionable "adds to rate" bonus of 5.5% calculated on the employee's hourly base rate. The procedure for the payment of adjusted compensation for work performed under the provisions of this Section shall be in accordance with LAAC Sections 4.72, 4.74, and 4.75.

Notwithstanding the provisions of Note N of Schedule A of LAAC Section 4.61, an employee of the Department of Recreation and Parks who is assigned a work schedule that ends at 9:00 P.M. or later shall receive for each such day worked a pensionable "adds to rate" bonus of 5.5% calculated on the employee's hourly base rate. The procedure for the payment of adjusted compensation for work performed under the provisions of this Article shall be in accordance with LAAC Sections 4.72, 4.74, and 4.75.

ARTICLE 6.4 BILINGUAL BONUS

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 or interpret a language other than English, the appointing authority shall transmit to the Controller written authorization approving payment of a bilingual premium, as provided by this Section 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 bilingual premium and the Personnel Department shall certify to the Controller that the employee has qualified under its standard of fluency and proficiency for said language.

Persons certified as being qualified by the Personnel Department shall receive a bilingual bonus of \$25.00 per biweekly pay period for duties requiring conversing fluently in a language other than English, or \$50.00 per biweekly pay period for duties requiring conversing fluently and interpreting a language other than English.

For newly hired employees or employees newly appointed to a bilingual position, the premium shall be paid at the beginning of the first full biweekly pay period once the employee has been certified by the Personnel Department.

ARTICLE 6.5 SIGN LANGUAGE PREMIUM

Any Unit employee who is requested by the hearing impaired assistance center to utilize sign language shall receive compensation equal to two and three-quarter percent (2.75%) of his/her salary or wages for each business day the skill is utilized. Such practice of paying this additional compensation shall be in accordance with LAAC Section 4.84.1.

ARTICLE 6.6 COURT APPEARANCES

Section I

The following court provisions will apply to all employees in the Unit, except those in the Police Department.

When an employee is required to appear in the Court in and for the County of Los Angeles outside of his/her normal duty hours, but on a matter arising within the scope of his/her employment, said employee shall be entitled to receive a minimum of one hour at one and one-half (1½) times his/her regular rate of pay. Time spent in excess of the one hour minimum guarantee shall also be at the rate of one and one-half (1½) times the employee's regular rate of pay, payable in six minute increments. No compensation shall be paid for the first 45 minutes of the Court's noon recess, provided, however, that no such compensation shall be allowed unless such employee is in actual attendance in court. Such compensation for court appearances may be in either time off or cash. Call back provisions are not applicable to court appearances.

Section II

The following court provisions shall apply to employees in the Police Department only.

These provisions apply only for the payment of overtime for court appearances outside of the normal duty hours of employees. Call back provisions are not applicable to court appearances.

A. Basic Compensation

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

1. An off-duty employee shall receive a minimum of two hours overtime compensation for any court day he/she is subpoenaed to be on call or required to appear.
2. An off-duty employee shall receive hour-for-hour overtime compensation for each additional hour of actual attendance in excess of the two 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>
45 minutes or less	None
46 minutes or more	All time over 46 minutes (in 6 minute increments).

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

B. Multiple Cases

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

C. Exceptions to the Two-Hour Minimum

Management will attempt to adjust an employee's shift to accommodate court appearances or on-call status commencing two hours or less before or after the

employee's regularly assigned shift begins or ends. If an employee's shift cannot be adjusted, the employee will be compensated as follows:

1. Court appearances or on-call status commencing two 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 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 status that begins during an employee's regularly assigned shift. Compensation will be for the actual time between the end of the employee's assigned shift and the termination of the court appearance or on-call status with the same noon recess provisions as outlined in paragraph A.2. above.

ARTICLE 6.7 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 time off with pay in the amount of the difference between the employee's regular earnings and any amount he/she receives for such appearance. This Article 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 6.8 JURY SERVICE

- A. An employee duly summoned to attend any court for the purpose of performing jury service shall, for those days during which jury service is actually performed and those days necessary to qualify for jury service, receive his/her regular salary. The absence of the employee for the purpose of performing jury service shall be deemed to be an authorized absence with pay within the meaning of LAAC Section 4.75.
- B. During the time the employee is actually reporting for jury service, the head of the department, office, or bureau, or his/her designee will convert the employee's

usual shift to a regular five-day, Monday through Friday day shift. However, employees may choose to remain on an alternative work schedule (9/80, 4/10, or 3/12) or on an off-watch schedule during jury service with the understanding that jury service on a regularly scheduled day off (RDO) will not be compensated. Employees must report for work on any day of his/her converted shift that he/she is not required by the Court to perform jury service.

- C. Compensation for mileage paid by the courts for jury service shall be retained by the employee.
- D. Employees performing jury service on a designated City holiday shall be compensated for the designated City holiday; additional time off for that holiday shall not be provided.
- E. An employee duly summoned to attend any court of competent jurisdiction for the purpose of performing jury service shall, for those days during which jury service is actually performed and those days necessary to qualify for jury service, receive his/her regular salary.

ARTICLE 6.9 MILITARY LEAVE

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

In determining whether an employee has been in the service of the City for a period of not less than one year immediately prior to the date on which the absence begins, continuous service shall be required.

Employees called into active military service (other than temporary military leave) shall accrue vacation time, and be entitled to the cash-out of accrued, but unused vacation time, in accordance with Article 7.6, Vacation, Section II of this MOU.

ARTICLE 6.10 MILEAGE

Each employee that is authorized to use his/her own vehicle, pursuant to Division 4, Chapter 5, LAAC Section 2, in the performance of his/her duties shall be reimbursed for transportation expenses at the Internal Revenue Service rate established on January 1st of each calendar year or at subsequent times during the calendar year for all miles traveled in any biweekly period, in addition to any and all salaries and other compensation otherwise provided for by law.

Notwithstanding LAAC Section 4.231, employees authorized to use their personal vehicles pursuant to LAAC Section 4.229 who are required by Management to bring the vehicle to work each day shall receive a minimum payment of 10 miles per day, regardless of whether the vehicle is driven for City business. If an employee is not authorized or required to bring a vehicle to work for use in the course of their work assignment, they will no longer be provided a minimum payment of 10 miles per day.

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 (IRS). The CAO shall certify to the Controller appropriate changes, if required, to become effective at the beginning of the first full pay period in which the IRS reimbursement rate change is effective.

ARTICLE 6.11 CALL BACK PAY

Whenever an employee is ordered by the administrative head of his/her department, office or bureau, or his/her designee to return to duty following the termination of his/her work shift and departure from his/her work location, he/she shall receive minimum compensation equivalent to four hours at his/her appropriate overtime rate. Call Back time contiguous to and continuing into a normal work shift will not be treated as Call Back for purposes of this Article, but will instead be compensated as hour for hour overtime.

ARTICLE 6.12 DISTURBANCE CALLS

The following provisions apply to the compensation for disturbance calls outside of normal duty hours for FLSA non-exempt employees.

- I. Whenever employees identified in the table below are contacted while on off-duty status by the Department head or designee, to furnish information needed to maintain the continuity of City business, without the necessity of having to report for duty personally, such employees shall receive a minimum of one hour of compensation, subject to the following limitations:

Class Code	Class Title
1597-1	Senior Systems Analyst I
1597-2	Senior Systems Analyst II
1555-1	Fiscal Systems Specialist I

Class Code	Class Title
1555-2	Fiscal Systems Specialist II
2419	Aquatic Director
2423-1	Aquatic Facility Manager I
2423-2	Aquatic Facility Manager II
2423-3	Aquatic Facility Manager III
1702-1	Emergency Preparedness Coordinator I
1852	Procurement Supervisor

- a. Only the first disturbance call made in any one calendar day shall qualify for the minimum one hour of compensation described above. The time actually spent on such disturbance call will be considered hours worked for that workweek. Thereafter, compensation for all other qualifying disturbance calls totaling an aggregate of 10 minutes or more in that same calendar day shall be for actual time worked. Disturbance call compensation shall be used to offset any overtime owed.
 - b. Any employee receiving On-Call/Standby compensation for the same day shall not be eligible to receive compensation under this Article for that day;
 - c. The department head or designee may determine the method of compensation;
 - d. An employee contacted while off-duty concerning subsequent work scheduling shall not be eligible to receive compensation under this Article.
- II. Notwithstanding the above, operative on the effective date of the implementing ordinance, whenever all other FLSA non-exempt employees in classifications and pay grades not listed specifically in this Article are contacted while on off-duty status by the Department head or designee to furnish information needed to maintain the continuity of City business (as described above), without the necessity of having to report for duty personally, such employees shall receive compensation for actual time worked for said disturbance calls that total 10 minutes or more in the aggregate in the same calendar day, which shall be included as hours worked for that workweek. Any employee receiving On-Call/Standby compensation for the same day shall not be eligible to receive compensation under this Article for that day.

Assignment of an electronic communication device does not constitute worked time. If an hourly employee is contacted, he/she shall only be compensated according to the Disturbance Call article of this MOU.

The parties agree to reopen this Article during the term of this MOU to add classes, if necessary and desirable.

ARTICLE 6.13 ON-CALL/STANDBY COMPENSATION

The following table illustrates on-call/standby compensation for bargaining unit members who are designated by Management to be in an on-call or standby status during off-duty hours for each day so assigned.

Call Code	Class Title	Count	Department	Assignment	Daily Amount
1597-1	Senior Systems Analyst I	Unlimited	Any	Any	\$24.00
1597-2	Senior Systems Analyst II	Unlimited	Any	Any	\$24.00
1555-1	Fiscal Systems Specialist	Unlimited	Any	Any	\$24.00
1555-2	Fiscal Systems Specialist	Unlimited	Any	Any	\$24.00
1852	Procurement Supervisor	Unlimited	Any	Any	\$24.00
1727	Safety Engineer	Unlimited	Any	Any	\$24.00
1786	Principal Public Relations Representatives	Unlimited	LAWA	Any	\$24.00
2241-1	Senior Crime and Intelligence Analyst I	One	LAPD	Real Time Analysis and Critical Response Division (RACR)	\$24.00
2419	Aquatic Director	Unlimited	LAWA	Any	\$24.00
2423-1	Aquatic Facility Manager I	Unlimited	LAWA	Any	\$24.00
2423-2	Aquatic Facility Manager II	Unlimited	LAWA	Any	\$24.00
2423-3	Aquatic Facility Manager III	Unlimited	LAWA	Any	\$24.00
1702-1	Emergency Preparedness Coordinator I	Unlimited	LAWA	Any	\$24.00

Whenever a Unit employee in the above listed classes who is employed by the Information Technology Agency, Public Works Bureau of Sanitation, Harbor Department or LAWA is required, as part of his or her On-Call/Standby assignment, to remotely or off-site troubleshoot or participate in job-related tasks, shall receive compensation of no less than one (1) hour at the appropriate hourly rate. If the remote task(s) exceed one hour in duration, the employee shall be compensated in six minute increments at the appropriate hourly rate.

Assignment of an electronic communication device does not constitute worked time. If an hourly employee is contacted, he/she shall only be compensated according to the on-call/standby article of the MOU.

The parties agree to reopen this Article during the term of this MOU to add classes, if necessary and desirable.

ARTICLE 6.14 TEMPORARY SUPERVISORY PAY

Section I

- A. Whenever Management assigns an employee to perform the full duties of a higher level supervisory position in situations where the incumbent of the higher level position is temporarily absent, such employee shall become eligible for additional compensation upon completion of a qualifying period of 15 consecutive working days in such assignment at his/her regular rate of compensation. Paid leave time taken during a qualifying period shall extend the 15 day qualifying period by the length of the absence. All other absences shall constitute a disqualifying break in the 15-day qualifying period requirement, necessitating the initiation and completion of a new qualifying period. Pay shall begin on the 16th day of the assignment.

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

- B. Whenever Management assigns an employee on a temporary basis to perform the full duties of a vacant higher level supervisory position, such employee shall become eligible for additional compensation on the first day of such assignment.

Section II

Effective April 3, 2016, a qualifying employee as stated above shall receive an amount equal to 5.5% of his/her hourly base rate in the form of a non-pensionable "adds to pay" bonus, paid for all qualifying hours worked.

Section III

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

ARTICLE 6.15 CIVILIAN SUPERVISORY DIFFERENTIAL

Effective April 3, 2016, a Unit member shall be eligible for a pensionable "adds to rate" supervisory differential whereby the Unit member who supervises another employee is reassigned to a salary range where the first step of the range is 5.5% greater than the first step of the subordinate's salary range (and, in which case the supervising employee remains on their assigned salary step) when all of the following conditions apply:

1. The Unit member is required to supervise one or more civilian employees.
2. Supervision of a sworn employee shall not be considered in determining a supervisory differential.

3. The supervisor's and highest paid subordinate's salaries are set by a salary range rather than a flat amount.
4. The difference between the top step of the subordinate's and supervisor's salary range is less than 5.5%.
5. The employee required to supervise is assigned to a bona fide supervisory position, meaning a full-time, regularly assigned supervisor with full administrative and technical authority to assign, review, and approve work of his or her subordinates, excluding either the general manager of any department, bureau, or office of the City or his/her chief assistant. In the case where the civil service class title of the chief assistant is not representative of his/her assignment, the CAO or his/her designee may consider working titles and tables of organization to determine whether an employee is a chief assistant.

ARTICLE 6.16 SALARY STEP ADVANCEMENT

Salary step advancement procedures shall be in accordance with the LAAC Section 4.92.

ARTICLE 6.17 SCHEDULE CHANGES FOR PERSONAL BUSINESS

Management may allow any employee to modify his/her work schedule in any one workweek for personal business except for changes on the 9/80 day off or on the split day. Subject to the approval of Management, such time off shall either be made up in full in the same workweek, or charged against the employee's accrued and unused vacation credits on an hourly basis.

This Article shall not apply to salaried employees, as defined in Article 6.2.

...
...
...
...
...
...
...
...
...
...
...
...
...
...
...
...
...

ARTICLE 6.0 COMPENSATION

ARTICLE 6.1 SALARIES

Prior to April 6, 2014, salary ranges for employees consist of five steps, each separated by approximately five and one-half percent (5.5%), as illustrated in range table B of this MOU. Effective April 6, 2014, salary ranges shall consist of 15 steps, each separated by approximately two and three-quarter percent (2.75%) as illustrated in range table C of this MOU.

The following salary step movements will apply during the term of this MOU.

Employees who are not on the top step of a Salary Range as of April 5, 2014:

One step advancement on April 6, 2014 (beginning of pay period 21 in FY2013-14)
One step advancement on June 29, 2014 (beginning of pay period 1 in FY2014-15)
One step advancement on June 28, 2015 (beginning of pay period 1 in FY2015-16)

Employees who are on the top step of a Salary Range as of June 28, 2014:

One step advancement on June 29, 2014 (beginning of pay period 1 in FY2014-15)
One step advancement on December 28, 2014 (beginning of pay period 14 in FY2014-15)
One step advancement on June 28, 2015 (beginning of pay period 1 in FY2015-16)

Classifications for which compensation is set at a fixed amount (Flat Rated), shall receive equivalent salary adjustments on the same schedule specified above for employees on the top step of a salary range as of June 29, 2014, unless negotiated otherwise or in accordance with provisions of the LAAC.

Anniversary dates for all bargaining unit members shall be frozen on April 5, 2014, and shall be unfrozen on June 29, 2015.

Effective December 13, 2015, through June 25, 2016, each bargaining unit member shall receive on a biweekly basis a 1.5% "adds to pay" bonus of his or her base hourly rate. This bonus is non-pensionable and does not affect a unit member's permanent rate.

Effective June 26, 2016, the following actions shall be implemented in the order enumerated:

1. The 1.5% "adds to pay" bonus (described immediately above) shall be eliminated.
2. Base hourly wages for all Unit employees shall be increased by 1.5%.
3. Base hourly wages for all Unit employees shall be increased by 2.25%.

Effective June 25, 2017, base hourly wages for all Unit employees shall be increased by 2.25%.

Effective June 24, 2018, base hourly wages for all Unit employees shall be increased by 2.25%.

From June 24, 2018, through June 22, 2019, if the City authorizes a base wage compensation increase for all classifications represented in any single civilian bargaining unit— exclusive of all represented classifications employed by the Department of Water and Power, all elected officials or classifications whose salaries are set by Charter, and all non-represented classifications—then the same base wage compensation increase shall be made to classifications represented in this MOU effective on the same day. If base wage compensation increases are authorized for multiple bargaining units, the highest increase shall be administered to classifications represented in this MOU. Increases for only one bargaining unit shall be applied to classifications represented in this MOU. This Article shall expire at the close of business on June 22, 2019, and shall not continue unless mutually agreed to in a successor MOU.

ARTICLE 6.2 OVERTIME

Section I - Distribution of Overtime

Management will attempt to assign overtime work as equitably as possible among all qualified employees in the same classification in the same organizational unit and work location. However, Management may consider special skills required to perform particular work. No employee shall work overtime without prior approval from his or her supervisor. 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. Working and not recording the time is similarly prohibited.

Section II - Non-emergency Overtime

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

Section III – Method and Rate of Compensation-FLSA Non-Exempt Employees

Compensation for overtime worked by employees in classifications listed in Appendix A herein, shall be for all hours worked in excess of 40 hours in a workweek. Management shall have the discretion to determine whether overtime compensation shall be in cash or time-off. Overtime compensation 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 the rate of one and one-half (1½) times the employee's regular rate of pay.

Section IV - Compensated Time Off

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

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

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

ARTICLE 6.3 SHIFT DIFFERENTIAL

Notwithstanding the provisions of Note N of Schedule A of LAAC Section 4.61, any employee, when required to work fifty percent (50%) or more of his/her time during his/her regular shift on any one day between the hours of 5:00 P.M. and 8:00 A.M., shall receive for each such day worked a non-pensionable "adds to pay" bonus of 5.5% calculated on the employee's hourly base rate or, when regularly assigned, a pensionable "adds to rate" bonus of 5.5% calculated on the employee's hourly base rate. The procedure for the payment of adjusted compensation for work performed under the provisions of this Article shall be in accordance with LAAC Sections 4.72, 4.74, and 4.75.

ARTICLE 6.4 BILINGUAL BONUS

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 bilingual 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 bonus of \$25.00 per biweekly pay period for duties requiring conversing fluently in a language other than English, or \$50.00 per biweekly pay period for duties requiring conversing fluently and interpreting a language other than English.

For newly hired employees or employees newly appointed to a bilingual position, the premium shall be paid at the beginning of the first full biweekly pay period once the employee has been certified by the Personnel Department.

ARTICLE 6.5 SIGN LANGUAGE PREMIUM

Any qualified Unit employee who is requested by the hearing impaired assistance center to utilize sign language shall receive compensation equal to two and three-quarter percent (2.75%) of their salary or wages for each business day the skill is utilized. Such practices of additional compensation shall be in accordance with LAAC Section 4.84.1.

ARTICLE 6.6 COURT APPEARANCES

Section I

The following court provisions will apply to all employees in the Unit, except those in the Police Department.

When an employee is required to appear in the Superior or Municipal Court in and for the County of Los Angeles outside of his/her normal duty hours, but on a matter arising within the scope of his/her employment, said employee shall be entitled to receive a minimum of one hour at one and one-half (1½) times his/her regular rate of pay. Time spent in excess of the one hour minimum guarantee shall also be at the rate of one and one-half (1½) times the employee's regular rate of pay, payable in six minute increments. No compensation shall be paid for the first 45 minutes of the Court's noon recess, provided, however, that no such compensation shall be allowed unless such employee is in actual attendance in court. Such compensation for court appearances may be in either time off or cash. Call back provisions are not applicable to court appearances.

Section II

The following court provisions shall apply to employees in the Police Department and Transportation Investigators, Code 4271, and Senior Transportation Investigators, Code 4273, in the Department of Transportation. 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

Police Department Employees

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.

Transportation Department Employees

Department Management shall determine if an employee reports to court or remains on an on-call status. If the employee is on an on-call status, 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 one hour after having been notified will void the employee's right to on-call compensation. An employee need not remain at home, but must be available for telephonic notification at a location where the supervisor knows the employee can be reached.

1. An off-duty employee shall receive a minimum of two hours overtime compensation for any court day he/she is subpoenaed to be on call or required to appear.
2. An off-duty employee shall receive hour-for-hour overtime compensation for each additional hour of actual attendance in excess of the two 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>
45 minutes or less	None
46 minutes or more	All time over 46 minutes (in 6 minute increments).

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

B. Multiple Cases

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

C. Exceptions to the Two Hour Minimum

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

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

ARTICLE 6.7 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 time off with pay in the amount of the difference between the employee's regular earnings and any amount he/she receives for such appearance. This Article 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 6.8 JURY SERVICE

- A. An employee duly summoned to attend any court for the purpose of performing jury service shall, for those days during which jury service is actually performed and those days necessary to qualify for jury service, receive his/her regular salary. The absence of the employee for the purpose of performing jury service shall be deemed to be an authorized absence with pay within the meaning of LAAC Section 4.75.
- B. During the time the employee is actually reporting for jury service, the head of the department, office, or bureau, or his/her designee will convert the employee's usual shift to a regular five-day, Monday through Friday day shift. However, employees may choose to remain on an alternative work schedule (9/80, 4/10, or 3/12) or on an off-watch schedule during jury service with the understanding that jury service on a regularly scheduled day off (RDO) will not be compensated. Employees must report for work on any day of his/her converted shift that he/she is not required by the Court to perform jury service.
- C. Compensation for mileage paid by the courts for jury service shall be retained by the employee.
- D. Employees performing jury service on a designated City holiday shall be compensated for the designated City holiday; additional time off for that holiday shall not be provided.
- E. An employee duly summoned to attend any court of competent jurisdiction for the purpose of performing jury service shall, for those days during which jury service is actually performed and those days necessary to qualify for jury service, receive his/her regular salary.

ARTICLE 6.9 MILITARY LEAVE

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

In determining whether an employee has been in the service of the City for a period of not less than one year immediately prior to the date on which the absence begins, continuous service shall be required.

Employees called into active military service (other than temporary military leave) shall accrue vacation time, and be entitled to the cash-out of accrued, but unused vacation time, in accordance with Article 7.6, Vacation, Section II of this MOU.

ARTICLE 6.10 MILEAGE

Each employee that is authorized to use his/her own vehicle, pursuant to LAAC Division 4, Chapter 5, Article 2, in the performance of his/her duties shall be reimbursed for transportation expenses at the Internal Revenue Service rate established on January 1st of each calendar year or at subsequent times during the calendar year for all miles traveled in any biweekly period, in addition to any and all salaries and other compensation otherwise provided for by law.

Notwithstanding LAAC Section 4.231, employees authorized to use their personal vehicles pursuant to LAAC Section 4.229 who are required by Management to bring the vehicle to work each day shall receive a minimum payment of 10 miles per day, regardless of whether the vehicle is driven for City business. If an employee is not authorized or required to bring a vehicle to work for use in the course of their work assignment, they will no longer be provided a minimum payment of 10 miles per day.

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 (IRS). The CAO shall certify to the Controller appropriate changes, if required, to become effective the beginning of the pay period in which the IRS change is effective.

ARTICLE 6.11 CALL BACK PAY

Section I

Whenever an employee is ordered by the administrative head of the department, office or bureau, or a designee, to return to duty following the termination of the work shift and departure from the work location, the employee shall receive minimum compensation equivalent to four hours at the employee's appropriate overtime rate. Call Back time contiguous to and continuing into a normal work shift will not be treated as Call Back for purposes of this Article, but will instead be compensated as hour for hour overtime.

Section II

Whenever an employee in the Police Department is ordered by a designated representative of the Chief of Police to return to duty following the termination of the employee's normal work shift and departure from the work location, the employee shall

receive the sum of ten dollars (\$10.00) if the call is canceled prior to the time the employee reports to the telephonically/electronically assigned work location. The employee shall be entitled to only one such payment in each 24 hour period commencing with the termination of the employee's normal work shift. The following class titles/series (all paygrades) are expressly eligible for Call Back Pay under this provision:

Photographer, Code 1793;
Forensic Print Specialist, Code 2200; and
Polygraph Examiner, Code 2240.

Section III

If an employee is called out, under the provisions of Section I, within four hours of the first call out, the employee shall receive a second four hours pay for a total of eight hours pay at the employee's appropriate overtime rate.

ARTICLE 6.12 DISTURBANCE CALLS

The following provisions apply to the compensation for disturbance calls outside of normal duty hours for FLSA non-exempt employees:

I.

Whenever employees in the table below are contacted while on off-duty status, by the Department head or designee, to furnish information needed to maintain the continuity of City business, without the necessity of having to report for duty personally, such employees shall receive a minimum of one hour of compensation, subject to the following limitations:

Call Code	Class Title	Count	Department	Assignment
1793-1	Photographer I	Any	LAPD	Any
1793-2	Photographer II	Any	LAPD	Any
1793-3	Photographer III	Any	LAPD	Any
3229-1	Examiner of Questioned Documents I	Any	LAPD	Any
3229-2	Examiner of Questioned Documents II	Any	LAPD	Any
1650	Police Composite Artist	Any	LAPD	Any
2233	Fire Arms Examiner	Any	LAPD	Any
1427-1	Computer Operator I	Any	ITA	Any
1427-2	Computer Operator II	Any	ITA	Any

Call Code	Class Title	Count	Department	Assignment
1428-1	Senior Computer Operator I	Any	ITA	Any
1428-2	Senior Computer Operator II	Any	ITA	Any
1136-1	Data Processing Technician I	Any	ITA	Any
1136-2	Data Processing Technician II	Any	ITA	Any
1429	Applications Programmer	Any	ITA	Any
1455-1	Systems Programmer I	Any	ITA	Any
1455-2	Systems Programmer II	Any	ITA	Any
1455-3	Systems Programmer III	Any	ITA	Any
1456	Information Services Specialist	Any	ITA	Any
4292	Environmental Waste Inspector	Any	Public Works Bureau of Sanitation	Any
2480-2	Transportation Planning Associate II	Any	DOT	Charter Bus Program
1427-1	Computer Operator I	Any	Harbor Department	Any
1427-2	Computer Operator II	Any	Harbor Department	Any
1428-1	Senior Computer Operator I	Any	Harbor Department	Any
1428-2	Senior Computer Operator II	Any	Harbor Department	Any
1455-1	Systems Programmer I	Any	Harbor Department	Any
1455-2	Systems Programmer II	Any	Harbor Department	Any
1455-3	Systems Programmer III	Any	Harbor Department	Any

- a. Only the first disturbance call made in any one calendar day shall qualify for the minimum one hour of compensation described above. The time actually spent on such disturbance call will be considered hours worked for that workweek. Thereafter, compensation for all other qualifying disturbance calls totaling an aggregate of 10 minutes or more in that same calendar day shall be for actual time worked. Disturbance call compensation shall be used to offset any overtime owed.
- b. Any employee receiving On Call/Standby Compensation for the same day shall not be eligible to receive compensation under this Article for that day;

- c. The Department head or designee may determine the method of compensation;
 - d. An employee contacted while off-duty concerning subsequent work scheduling shall not be eligible to receive compensation under this Article.
- II. Notwithstanding the above, whenever all other FLSA non-exempt employees in classifications and paygrades not listed specifically in this Article are contacted while on off-duty status by the Department head or designee to furnish information needed to maintain the continuity of City business (as described above), without the necessity of having to report for duty personally, such employees shall receive compensation for actual time worked for said disturbance calls that total 10 minutes or more in the aggregate in the same calendar day, which shall be included as hours worked for that workweek. Any employee receiving On-Call/Standby compensation for the same day shall not be eligible to receive compensation under this Article for that day.

Assignment of an electronic communication device does not constitute worked time. If an hourly employee is contacted, they shall only be compensated according to the Disturbance Call article of the MOU.

ARTICLE 6.13 ON CALL/STANDBY COMPENSATION

Persons employed in the classes listed below in the Information Technology Agency, Department of Public Works, Bureau of Sanitation, Los Angeles Police Department, and the Departments of Harbor and Airports, who are subject to call to correct or maintain the computer equipment, operating system software, or applications programs during the employee's off-duty hours on a regularly scheduled work day or anytime, shall receive, when assigned to on-call/standby for such purposes, in addition to any other compensation provided for herein, the sum of twenty-four dollars (\$24.00) for each day of such assignment.

<u>Class Code</u>	<u>Class Title</u>
1427	Computer Operator
1428	Senior Computer Operator
1429	Applications Programmer
1455	Systems Programmer
1456	Information Services Specialist
1470	Data Base Architect

Whenever an employee in the above listed classes is required, as part of his or her on-call/standby assignment, to remotely or off-site troubleshoot or participate in job-related tasks, shall receive compensation of no less than one hour at the appropriate hourly rate. If the remote task(s) exceed one hour in duration, the employee shall be compensated in six minute increments at the appropriate hourly rate.

Persons employed in the Police Department in the Photographer, Polygraph Examiner and Forensic Print Specialist series (for all paygrades) when required to be on-call/standby by a designated representative of the Chief of Police, shall receive, in addition to any other compensation provided for herein, one hour straight time compensation for each eight hours that they are required to be on-call/standby, except for standby assignments on Saturdays, Sundays or City Holidays as listed in Article 7.5 - A of this MOU, for which they shall receive one hour straight time compensation for each six hours that they are required to be on standby.

Persons employed in the Department of Public Works, Bureau of Sanitation, as a Laboratory Technician, Code 7854, when assigned to on-call/standby during their off-duty hours shall receive, in addition to any other compensation provided for herein, the sum of twenty-four dollars (\$24.00) for each day of such assignment.

All employees in the class of Environmental Compliance Inspector, Code 4292, when assigned to on-call/standby during their off-duty hours shall receive, in addition to any other compensation provided for herein, the sum of twenty-four dollars (\$24.00) for each day of such assignment.

Employees in the class of Firearms Examiner, Code 2233, and employees in the class of Transportation Planning Associate II, Code 2480, assigned to the Charter Bus Program in the Department of Transportation when assigned to on-call/standby during their off-duty hours shall receive, in addition to any other compensation provided for herein, the sum of twenty-four dollars (\$24.00) for each day of such assignment.

The parties agree to reopen this Article during the term of the MOU to add classes, if necessary and desirable.

Assignment of an electronic communication device does not constitute worked time. If an hourly employee is contacted, they shall only be compensated according to the On-Call/Standby article of the MOU.

ARTICLE 6.14 TEMPORARY SUPERVISORY PAY

Section I

- A. Whenever Management assigns an employee to perform the full duties of a higher level supervisory position in the same class series in situations where the incumbent of the higher level position is temporarily absent, such employee shall become eligible for additional compensation upon completion of a qualifying period of 15 consecutive working days in such assignment at his/her regular rate of compensation. Paid leave time taken during a qualifying period shall extend the 15 day qualifying period by the length of the absence. All other absences shall constitute a disqualifying break in the 15 day qualifying period requirement, necessitating the initiation and completion of a new qualifying period. Pay shall begin on the 16th day of the assignment.

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

- B. Whenever Management assigns an employee on a temporary basis to perform the full duties of a vacant higher level supervisory position in the same class series, such employee shall become eligible for additional compensation on the first day of such assignment.

Section II

Effective April 3, 2016, a qualifying employee as stated above shall receive an amount equal to 5.5% of his/her hourly base rate in the form of a non-pensionable “adds to pay” bonus, paid for all qualifying hours worked.

Section III

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

ARTICLE 6.15 CIVILIAN SUPERVISORY DIFFERENTIAL

Effective April 3, 2016, a Unit member shall be eligible for a pensionable “adds to rate” supervisory differential whereby the Unit member who supervises another employee is reassigned to a salary range where the first step of the range is 5.5% greater than the first step of the subordinate’s salary range (and, in which case the supervising employee remains on their assigned salary step) when all of the following conditions apply:

1. The Unit member is required to supervise one or more civilian employees.
2. Supervision of a sworn employee shall not be considered in determining a supervisory differential.
3. The supervisor’s and highest paid subordinate’s salaries are set by a salary range rather than a flat amount.
4. The difference between the top step of the subordinate’s and supervisor’s salary range is less than 5.5%.
5. The employee required to supervise is assigned to a bona fide supervisory position, meaning a full-time, regularly assigned supervisor with full administrative and technical authority to assign, review, and approve work of his or her subordinates, excluding either the general manager of any department, bureau, or office of the City or his/her chief assistant. In the case where the civil service class title of the chief assistant is not representative of his/her assignment, the

CAO or his/her designee may consider working titles and tables of organization to determine whether an employee is a chief assistant.

ARTICLE 6.16 SALARY STEP ADVANCEMENT

Salary step advancement procedures shall be in accordance with the LAAC Section 4.92.

1
 2
 3
 4
 5
 6
 7
 8
 9
 10
 11
 12
 13
 14
 15
 16
 17
 18
 19
 20
 21
 22
 23
 24
 25
 26
 27
 28
 29
 30
 31
 32
 33
 34
 35
 36
 37
 38
 39
 40
 41
 42
 43
 44
 45
 46
 47
 48
 49
 50
 51
 52
 53
 54
 55
 56
 57
 58
 59
 60
 61
 62
 63
 64
 65
 66
 67
 68
 69
 70
 71
 72
 73
 74
 75
 76
 77
 78
 79
 80
 81
 82
 83
 84
 85
 86
 87
 88
 89
 90
 91
 92
 93
 94
 95
 96
 97
 98
 99
 100
 101
 102
 103
 104
 105
 106
 107
 108
 109
 110
 111
 112
 113
 114
 115
 116
 117
 118
 119
 120
 121
 122
 123
 124
 125
 126
 127
 128
 129
 130
 131
 132
 133
 134
 135
 136
 137
 138
 139
 140
 141
 142
 143
 144
 145
 146
 147
 148
 149
 150
 151
 152
 153
 154
 155
 156
 157
 158
 159
 160
 161
 162
 163
 164
 165
 166
 167
 168
 169
 170
 171
 172
 173
 174
 175
 176
 177
 178
 179
 180
 181
 182
 183
 184
 185
 186
 187
 188
 189
 190
 191
 192
 193
 194
 195
 196
 197
 198
 199
 200
 201
 202
 203
 204
 205
 206
 207
 208
 209
 210
 211
 212
 213
 214
 215
 216
 217
 218
 219
 220
 221
 222
 223
 224
 225
 226
 227
 228
 229
 230
 231
 232
 233
 234
 235
 236
 237
 238
 239
 240
 241
 242
 243
 244
 245
 246
 247
 248
 249
 250
 251
 252
 253
 254
 255
 256
 257
 258
 259
 260
 261
 262
 263
 264
 265
 266
 267
 268
 269
 270
 271
 272
 273
 274
 275
 276
 277
 278
 279
 280
 281
 282
 283
 284
 285
 286
 287
 288
 289
 290
 291
 292
 293
 294
 295
 296
 297
 298
 299
 300
 301
 302
 303
 304
 305
 306
 307
 308
 309
 310
 311
 312
 313
 314
 315
 316
 317
 318
 319
 320
 321
 322
 323
 324
 325
 326
 327
 328
 329
 330
 331
 332
 333
 334
 335
 336
 337
 338
 339
 340
 341
 342
 343
 344
 345
 346
 347
 348
 349
 350
 351
 352
 353
 354
 355
 356
 357
 358
 359
 360
 361
 362
 363
 364
 365
 366
 367
 368
 369
 370
 371
 372
 373
 374
 375
 376
 377
 378
 379
 380
 381
 382
 383
 384
 385
 386
 387
 388
 389
 390
 391
 392
 393
 394
 395
 396
 397
 398
 399
 400
 401
 402
 403
 404
 405
 406
 407
 408
 409
 410
 411
 412
 413
 414
 415
 416
 417
 418
 419
 420
 421
 422
 423
 424
 425
 426
 427
 428
 429
 430
 431
 432
 433
 434
 435
 436
 437
 438
 439
 440
 441
 442
 443
 444
 445
 446
 447
 448
 449
 450
 451
 452
 453
 454
 455
 456
 457
 458
 459
 460
 461
 462
 463
 464
 465
 466
 467
 468
 469
 470
 471
 472
 473
 474
 475
 476
 477
 478
 479
 480
 481
 482
 483
 484
 485
 486
 487
 488
 489
 490
 491
 492
 493
 494
 495
 496
 497
 498
 499
 500
 501
 502
 503
 504
 505
 506
 507
 508
 509
 510
 511
 512
 513
 514
 515
 516
 517
 518
 519
 520
 521
 522
 523
 524
 525

calendar day period, account being taken, however, of duly authorized leaves of absence with pay. An eight-hour (8) period on duty shall constitute one (1) day for the purpose of combining days off vacation, sick leave, holidays and ordinance time for employees on special departmental duty.

- C. Any Assistant Chief or Battalion Chief assigned to an administrative schedule shall assume a 4/10 work schedule.
- D. The City agrees that there will be no mandatory furloughs of Bargaining Unit employees during the term of this MOU.

ARTICLE 6.2 MOU OVERTIME FOR BATTALION CHIEFS

This Article outlines the rates and methods of overtime compensation. No employee shall work overtime without prior approval of a supervisor consistent with Department policy.

I. Platoon Duty Overtime Compensation

A. Work Period

A 7(k) exemption under the Fair Labor Standards Act (FLSA) is hereby declared for Battalion Chiefs who are assigned to platoon duty. The work period for such employees shall be nine (9) shifts in 27 days.

B. Compensation – 7(k)

1. Hours Worked - Defined

Only hours worked shall be credited toward computation of overtime. Hours paid but not worked (e.g., holiday, vacation, sick, jury duty, IOD, etc.) shall not be considered hours worked.

2. Platoon Hours Worked in Excess of Regular Schedule Under 204 Hours

When total hours worked in the work period are 204 or less, the hours worked in excess of the regular schedule shall be compensated at the rate of one hour for each hour worked. Such hours shall be compensated by cash or compensatory time (banked time) at the employee's option.

3. Hours Worked over 204 hours

Hours worked in excess of 204 hours, whether or not included in the regular schedule, shall be compensated at 1-1/2 times the regular rate, as defined by the FLSA.

The method of compensation shall be as follows:

- a. Cash or compensatory time, at the employee's option, for all hours worked in excess of the regular schedule during the work period shall be compensated at the rate of one hour for each hour worked; plus
- b. At the conclusion of the work period, cash for the hours over 204 shall be paid at 1/2 times the regular rate.

4. Accrual Limitations

Employees assigned to platoon duty shall be allowed to accrue CTO up to a maximum of 432 hours at the end of any pay period.

5. Emergency Recalls

Notwithstanding the above, compensation for emergency recalls shall be paid by cash payment at one and one-half times the regular rate of compensation for each hour worked, regardless of the number of hours worked in the work period.

II. Special Duty Overtime Compensation

A. Work Period

A 7(k) exemption under the FLSA is declared for Battalion Chiefs who are assigned to special duty. The work period for such employees shall be 160 hours in a 28-day period, and overtime compensation shall be governed by the following provisions.

B. Compensation- 7(k)

1. Hours Worked - Defined

Only hours worked shall be credited toward computation of overtime. Hours paid but not worked (e.g., holiday, vacation, sick, jury duty, IOD, etc.) and uninterrupted meal periods shall not be considered hours worked.

2. Hours Worked in Excess of Regular Schedule - Under 212 Hours

When total hours worked in the work period are 212 or less, the hours worked in excess of the regular schedule shall be compensated at the rate of one hour for each hour worked. Such hours shall be compensated by cash or compensatory time at the employee's option.

3. Accrual Limitation

Employees assigned to Special Duty shall be allowed to accrue CTO up to a maximum of 160 hours at the end of any pay period.

4. Hours Worked Over 212 Hours

Hours worked in excess of 212 hours shall be compensated at 1-1/2 times the regular rate, as defined by the FLSA.

The method of compensation shall be as follows:

- a. Cash or compensatory time at the employee's option for all hours worked in excess of the regular schedule during the work period shall be compensated at the rate of one hour for each hour worked; plus
- b. At the conclusion of the work period, cash for the hours over 212 shall be paid at 1/2 times the regular rate, except hours which have already been compensated at 1-1/2 time (e.g., emergency recalls).

5. SOD Days Worked on Platoon Duty

Employees assigned to Special Duty who work a SOD day on platoon duty shall be paid at the platoon duty straight time rate for all such hours worked. In addition to the applicable straight time rate, employees shall receive one half of the platoon duty hourly rate of pay for all such SOD hours worked during the work period in excess of an aggregate total of 204 hours of work. This overtime amount shall be paid by cash payment.

6. Emergency Recalls

Notwithstanding the above, compensation for emergency recalls shall be paid by cash payment at one and one-half times the regular rate of compensation for each hour worked, regardless of the number of hours worked in the work period.

C. Non-Fire Suppression Trained

Overtime is defined as:

1. Non-Fire suppression trained Battalion Chiefs on special duty shall be compensated at 1-½ times their regular rate as defined by the FLSA, for all hours worked in excess of forty (40) in a seven-day work period.
2. Hours paid but not worked (e.g. holidays, vacation, sick leave, jury duty, IOD, etc.) shall not be considered hours worked.
3. No Non-Fire suppression trained Battalion Chief shall work overtime without prior approval of a supervisor consistent with Department policy.

III. Conversion of Compensatory Time

Employees may request conversion of banked compensatory time to cash at any time during the year. Such conversion shall be granted subject to the availability of budgeted funds. Such compensation shall be paid at the regular rate at the time such payment is made. It will not be made during any period in which the regular rate is increased due to special compensation (e.g., non-regularly assigned bonus).

This provision shall not preclude the City from converting banked time to cash. No employee shall lose banked compensatory time under any circumstances.

IV. Increments of Time

Non-FLSA (MOU) overtime and FLSA overtime shall be earned, credited and paid in increments of six (6) minutes, and no overtime shall be allowed for a period of less than six (6) minutes.

ARTICLE 6.3 SUPPLEMENTAL COMPENSATION - ASSISTANT CHIEFS

Employees in the classes of Assistant Chief and Deputy Chief shall be treated as salaried employees, in accordance with the provisions of the FLSA. This Article outlines the assignment of MOU overtime and the rate and method for such overtime compensation.

- A. Notwithstanding any Los Angeles Administrative Code and MOU provisions, or Fire Department Rules and Regulations to the contrary, Assistant Chiefs and Deputy Chiefs shall not be required to record specific hours of work for compensation purposes, although hours may be recorded for other purposes. Employees in these classes shall be paid the predetermined salary for each biweekly pay period, as indicated in the Appendices. Such salaried employees

shall not be subject to deductions from their salary or available compensated leave banks in accordance with Department Rules and Regulations for absences from work for less than a full workday. This provision applies to occasional absences from work which are authorized by the appropriate supervisor designated by the Fire Chief. This provision does not apply to long term or recurring partial day absences. In accordance with the revised Department of Labor regulations pertaining to disciplinary suspensions issued in 2004, employees of this Bargaining Unit shall not be subject to disciplinary suspension for less than a workweek unless imposed in good faith for misconduct pursuant to a written policy applicable to all employees. They shall not receive overtime compensation except as provided in this Article.

- B. Assistant Chiefs assigned to supervise divisions within the Emergency Services Bureau shall be assigned to a specific platoon and shall be available to manage the operations of that platoon during the hours worked by that platoon. They shall be responsible for securing relief, if necessary, during their absence from the division in accordance with Department Rules and Regulations.
- C. Additional compensation shall be provided for platoon duty Assistant Chiefs when assigned to relieve another platoon duty Chief or when assigned additional duties outside the platoon duty schedule, in increments of a full day or in aggregate of 12 hours for partial days worked. Compensation for such additional days shall be an amount equivalent to 5.5 percent of the employee's monthly rate (including bonuses) or in accumulated time off in full day increments. Such compensation shall also apply when a Special Duty Assistant Chief works in place of a platoon duty Assistant Chief, however, such compensation shall be in cash only, or during a recall.
- D. Accumulated time off earned by a platoon duty Assistant Chief under section C may be used at the employee's discretion, with management approval. This provision shall not preclude the City from converting banked time to cash at any time.
- E. No additional compensation shall be authorized for employees in these classes assigned to Special Duty except as provided in paragraph C. The Fire Chief may grant time off in unusual cases.

ARTICLE 6.4 ON-CALL PAY

Any Battalion Chief or Assistant Chief who elects to remain on call when subpoenaed for a court appearance must notify the Department of where he/she can be reached and must be reachable by telephone. If a Battalion Chief or Assistant Chief remains on call and is not required to report to court, he/she shall receive three (3) hours of straight time compensation. Unless notified that his/her designated on call is terminated, on call hours shall be from 0800 to 1600 hours. Such time shall be considered uncontrolled

standby time and therefore not hours worked. Payment for such time shall be included when calculating the regular rate of pay for overtime purposes.

SECTION 7.0 SALARIES

ARTICLE 7.1 SALARY STEP ADVANCEMENT

A. Advancement in the salary rate of an employee on salary schedule 12 through 21 shall be made automatically at the beginning of the pay period following completion of one year of aggregate active service at each step rate until salary is received at the fifth step rate for schedule 12 through 16 and sixth step for schedule 18 through 21 within the salary schedule prescribed for the employee's class and pay grade.

B. Merit Pay Steps

Receipt of salary at the sixth and seventh steps in Schedules 12 through 21 shall be earned and retained on the basis of merit. No employee in a position compensated at Schedules 12 through 21 may receive salary above the fifth step until the Fire Chief certifies to the Controller that the employee has completed services at that level as ascertained by an approved evaluation procedure, and for that minimum period as is required by the following table:

SALARY MERIT STEP ADVANCEMENT SCHEDULES 12 THROUGH 16

Standard of Service	Minimum Service at Preceding Step for Advancement (In Calendar Years)
	Step 6
Excellent	2 years
Outstanding	1 year

SALARY MERIT STEP ADVANCEMENT SCHEDULES 18 THROUGH 21

Standard of Service	Minimum Service at Preceding Step for Advancement (In Calendar Years)
	Step 7
Outstanding	2 years

If at any time the standard of service of an employee falls below the minimum level required for his/her present merit step, as ascertained by an established procedure within the Department which provides for notice, hearing and appeal before the reduction is effective, the Fire Chief shall so certify to the Controller and in that event the salary of such employee shall revert to the preceding step.

An employee who has initially achieved the standard of service for the required minimum period, and who later reverts to a lower step because of failure to continue at the minimum level required for his/her merit step, shall be eligible for re-certification to each of higher merit steps within one-half the period of time required for initial certification until he/she has attained the merit step from which he/she reverted.

The Fire Chief shall certify to the Controller annually that an employee is eligible to continue receiving salary at Step 6 or Step 7.

All certifications required by this section shall be made on forms prescribed by the Controller.

The Fire Chief shall establish procedures for rating and reviewing the standards of service required for merit increases. The procedures shall be approved by the General Manager of the Personnel Department and the City Administrative Officer. The procedures shall provide as follows:

1. Rating and reviewing of an employee's performance at least annually.
2. Rating and reviewing of an employee's performance at any time the employee's standard of service falls below the minimum standard required for receiving his/her present merit step.
3. Rating by a supervisor at least one rank above the employee being rated.
4. Review by the supervisor of the rater except for the rank immediately below the Fire Chief which shall not be subject to review.
5. Written documentation indicating the employee is performing the standards of service required for a merit step and has sustained the level of performance for the required period.

The Fire Chief shall report not later than April 1 of each year to the General Manager of the Personnel Department and the City Administrative Officer the number of excellent and outstanding ratings for each rank given for the purpose of determining if the system is working satisfactorily and to provide a basis for recommending changes if problems occur.

ARTICLE 7.2 SALARIES

The operative dates of the salaries shown in the Appendices are as follows:

<u>Appendix</u>	<u>Operative Date</u>
Appendix B	July 1, 2014
Appendix C	June 28, 2015

ARTICLE 7.3 SALARY STEP PLACEMENT UPON PROMOTION

Any employee promoted to a higher class or assigned to a higher pay grade within the class to which he/she was appointed shall be advanced to the lowest rate of the salary schedule for the higher class or pay grade, or the rate of compensation next higher to that received by him/her prior to such promotion, whichever is the greater. If the employee is entitled to a step advance pursuant to Article 7.1 Section A on the same day as such promotion or assignment, the step advancement shall be considered to have occurred prior to such promotion or assignment. Provided, however, that if such person prior to promotion or assignment is receiving special or hazard pay as provided in this MOU, his/her salary rate prior to promotion or assignment shall be deemed to be the rate which he/she would be receiving in the absence of such salary premium.

ARTICLE 7.4 SALARY STEP PLACEMENT UPON PROMOTION TO ASSISTANT CHIEF

Notwithstanding the above or any Los Angeles Administrative Code provision, employees who promote from Battalion Chief to Assistant Chief and are on step six of Schedules 12 or 13 at the time of the promotion shall be advanced to step 4 of Schedule 15.

ARTICLE 7.5 SALARY RATE UPON ASSIGNMENT TO A LOWER CLASS JOB

Any employee reassigned to a lower pay grade within the class of position to which he/she was appointed shall receive the same compensation received by him/her prior to such reassignment, or be compensated at the top step of the schedule for the lowest pay grade, whichever is lower.

ARTICLE 7.6 SALARY RATE UPON LATERAL TRANSFER

Whenever any employee is appointed to or displaces in a position in the same department in a different class and pay grade having the same salary schedule he/she shall be entitled to receive in the position in which he/she is appointed or in which he/she displaces, the same rate of compensation that he/she was receiving prior to such appointment or displacement less special hazard and longevity pay, unless he/she is entitled to receive such pay by applicable provision of this article in his/her new position.

ARTICLE 7.7 EMERGENCY MEDICAL TECHNICIAN CERTIFICATION AND SPECIAL PAY

Employees may be assigned as incident commanders, medical group supervisors or other command functions at emergency medical incidents. Therefore, all employees shall be expected to be trained and certified, and to maintain certification as an EMT-1 and/or EMT/P as a condition of employment. The Department will provide recertification training to all employees. Should any employee lose EMT certification for any reason, EMT special pay as provided for below shall be discontinued at the beginning of the pay period following loss of the certification

Effective November 20, 2011, the EMT special pay specified above was discontinued. In lieu of the specified amounts, 3% was added to the regular base salary of each salary schedule. In addition, each eligible Assistant Chief and Battalion Chief shall receive \$115 biweekly for such certification.

ARTICLE 7.8 ARSON SECTION

The Battalion Chief assigned to the Arson Section, in addition to any other compensation authorized herein, shall receive additional compensation each month conditional upon qualifying in pistol or revolver shooting in accordance with the rules adopted by the Board of Fire Commissioners. Upon certification by said Board to the Controller any such employee shall be entitled to receive additional compensation as set forth below:

<u>GRADE</u>	<u>RANGE</u>	<u>SCORE</u>	<u>BONUS</u>
MARKSMAN	SHERIFF'S	240 – 259	\$4.00 biweekly
	LAPD	300 – 339	\$4.00 biweekly
SHARPSHOOTER	SHERIFF'S	260 – 274	\$8.00 biweekly
	LAPD	340 – 379	\$8.00biweekly
EXPERT	SHERIFF'S	275 – 287	\$16.00 biweekly
	LAPD	380 – 400	\$16.00 biweekly
DISTINGUISHED EXPERT	SHERIFF'S	290 – 300	\$32.00 biweekly
		(for 4 mos.)	
	LAPD	385	\$32.00 biweekly
		(avg. for 6 mos.)	

Such additional compensation shall be continued only while such employee is assigned to the Arson Section, but shall not extend beyond a period of one year following the date of qualification and shall then cease, provided that after a lapse of one year from the date of qualification, an employee shall be allowed to re-qualify and receive additional compensation accordingly. If the employee qualifies in a lower grade he/she

may re-qualify at any time in a higher grade and be paid accordingly. The employee shall not at any time receive additional compensation for more than one grade.

ARTICLE 7.9 EDUCATION BONUS

I. The following education bonuses shall apply to all employees who have submitted proof thereof to Management:

- (a) Associate of Arts (AA) Degree or certification in the California Incident Command Certification System (CICCS) "qualified/red carded" at least at the ICS 300 level for one percent of regular pay.
- (b) Bachelor's Degree for two percent of regular pay.
- (c) Master's or Law Degree for three percent of regular pay.

The above bonuses are not cumulative an employee can receive only one bonus under (a), (b), or (c) above.

II. Each of the above bonuses is subject to the following requirements:

- (a) The qualifying degree must be from an accredited college or university or "red carded" from the California State Fire Marshal's Office.
- (b) The effective date of this bonus shall be the beginning of the subsequent payroll period following proof of the degree or certification submitted to Management.
- (c) Employees must successfully complete continuing education of three courses pre-approved by Management by June 1 of each fiscal year in order to continue to receive this bonus. Should the employee fail to meet this requirement, the bonus shall cease July 1, until such time as he/she has submitted proof of having completed the required number of courses for a subsequent fiscal year. Coursework completed in conjunction with obtaining a degree shall not count toward this continuing education requirement.
- (d) To be eligible for this bonus, the degree or certification must be in one of the following approved fields:

Business Administration	Computer Science	Economics
Public Administration	Soil Science	Finance
Fire Administration	Physics	Marketing
Fire Science	Psychology	Law
Chemistry	Labor Relations	Management
Nursing	Communications	Political Science

Engineering	Conflict Resolution	Art
Health Sciences	Administrative Justice	History
Mathematics	Biology/Physiology/Anatomy	
Vocational Technology (for AA degrees only)		
CICCS		

The Department and Association may add additional areas of discipline to the list of approved fields upon mutual agreement.

ARTICLE 7.10 FIELD INCIDENT MANAGEMENT TEAM BONUS

Effective at the beginning of the first pay period following adoption of the 2014-2016 MOU, any employee who is assigned to a Field Incident Management Team (FIMT) shall receive a non-pension based bonus of \$150 biweekly.

5.0 UNIFORM ALLOWANCE

ARTICLE 5.1 UNIFORM ALLOWANCE

During the term of this MOU, the City shall continue to provide a uniform allowance in the sum of \$51.00 biweekly to be used by employees for the acquisition and maintenance of uniform items.

6.0 HOURS OF WORK AND OVERTIME

ARTICLE 6.1 HOURS OF WORK

- A. An employee assigned to Platoon Duty shall work nine (9) twenty-four (24) hour periods on duty in each twenty-seven (27) day period, account being taken, however, of duly authorized leaves of absence with pay.
- B. An employee regularly assigned to a 4/10 work schedule shall work forty (40) hours in each seven (7) day period, account being taken, however, of duly authorized leaves of absence with pay. The work day shall consist of a ten (10) hour shift including lunch.

The hours of work under this Article do not include overtime hours worked under Article 6.2.

- C. The City agrees that there will be no mandatory furloughs of Unit employees during the term of this MOU.

ARTICLE 6.2 OVERTIME

The following overtime provisions shall be operative during the term of this MOU:

Employees shall be treated as if covered by the Fair Labor Standards Act (FLSA), except as noted in Article 3.7 herein, without prejudice to the parties' position regarding exemptions which may be legally available.

I. Platoon Duty Overtime Compensation

The City declares a 7(k) exemption under the FLSA for all eligible employees who are assigned to Platoon Duty. The City shall pay employees assigned to Platoon Duty who are not eligible for a 7(k) exemption under 7(a) of the FLSA.

- A. 7(k) Exempt Employees
 - 1. Work Period

The work period for employees covered by the 7(k) exemption shall be nine (9) twenty-four (24) hour shifts in each twenty-seven (27) day work period.

2. Hours Worked - Defined

Only hours worked shall be credited toward computation of overtime. Hours paid but not worked (e.g. holiday, sick, jury duty, IOD) shall not be considered hours worked. Vacation leave time shall be credited toward hours worked.

3. Hours Worked In Excess of Regular Schedule Under 204 Hours

When total hours worked in the work period are 204 or less, the hours worked in excess of the regular schedule shall be compensated at the rate of one hour for each hour worked. Such hours shall be compensated by cash, or banked overtime at the employee's option.

4. Hours Worked Over 204 Hours

Hours worked in excess of 204 hours, whether or not included in the regular schedule, shall be compensated at 1½ times the regular rate, as defined by the FLSA.

The method of compensation shall be as follows:

- a. Cash or banked overtime at the employee's option for all hours worked in excess of the regular schedule during the work period shall be compensated at the rate of one hour for each hour worked *plus*
- b. At the conclusion of the work period, cash for the hours over 204 shall be paid at ½ times the regular rate, except hours which have already been compensated at 1½ time (i.e., emergency recalls and court time).

5. Overtime Authorization

No employee shall work unauthorized overtime. Under no circumstances may the employee record or maintain hours worked in an informal manner commonly referred to as "TP Time" (informal timekeeping method) or any method inconsistent with established Department policies and procedures. Employees may not work outside of scheduled work hours without prior approval of a

supervisor consistent with Department policy. Failure to secure prior approval may result in discipline.

6. Banked Overtime

Employees shall be allowed to accrue banked overtime up to a maximum of 432 hours at the end of any pay period. At the end of the fiscal year, the Department may cash out banked overtime in excess of 216 hours.

In accordance with the FLSA, no employee shall lose banked overtime. Employees shall be permitted to take banked overtime upon request unless granting such time would “unduly disrupt” the operations of the Department.

7. Notwithstanding the above, compensation for off-duty court appearances and emergency recalls shall be paid by cash payment at 1½ times the regular rate of compensation for each hour worked regardless of the number of hours worked in the work period.

B. 7(a) Employees

Employees assigned to Platoon Duty who do not qualify for a FLSA exemption under 7(k) shall be paid under 7(a) of the FLSA.

1. Work Period

The work period for those employees paid under 7(a) shall be forty (40) hours in a seven (7) day work week.

2. Hours Worked – Defined

Only hours worked shall be credited toward computation of overtime. Hours paid but not worked (e.g. holidays, vacation, sick, jury duty, IOD, etc.) shall not be considered hours worked.

3. Hours Worked in Excess of Regular Schedule Under 40 Hours

When total hours worked in the seven (7) day work period are forty (40) or less, the hours worked in excess of the regular work schedule shall be compensated at the rate of one hour for each hour worked, in cash or banked overtime, at the employee’s option.

4. Hours Worked Over 40 Hours

Hours worked in excess of forty (40) shall be compensated at 1½ times the regular rate as defined by the FLSA.

The method of compensation shall be as follows:

- a. Cash or banked overtime at the employee's option for all hours worked in excess of the regular schedule during the work period shall be compensated at the rate of one hour for each hour worked *plus*
- b. At the conclusion of the work period, cash for the hours over forty (40) shall be paid at ½ times the regular rate, except hours which have already been compensated at 1½ time (i.e. emergency recalls and court time).

5. Overtime Authorization

No employee shall work unauthorized overtime. Under no circumstances may the employee record or maintain hours worked in an informal manner commonly referred to as "TP Time" (informal timekeeping method) or any method inconsistent with established Department policies and procedures. Employees may not work outside of scheduled work hours without prior approval of a supervisor consistent with department policy. Failure to secure prior approval may result in discipline.

6. Banked Overtime

Employees shall be allowed to accrue banked overtime up to a maximum of 432 hours at the end of any pay period. At the end of the fiscal year, the Department may cash out banked overtime in excess of 216 hours.

In accordance with the FLSA, no employee shall lose banked overtime. Employees shall be permitted to take banked overtime upon request unless granting such time would "unduly disrupt" the operations of the Department.

7. Notwithstanding the above, compensation for off-duty court appearances and emergency recalls shall be paid by cash payment at 1½ times the regular rate of compensation for each hour worked regardless of the number of hours worked in the work period.

II. Overtime Compensation for Employees Regularly Assigned to a 4/10 Work Schedule

Employees who are regularly assigned to a 4/10 work schedule will be compensated under the provisions of 7(a) of the FLSA.

A. Work Period

1. The work period for employees shall be forty (40) hours in a seven (7) day period
2. The Department may require employees to change their work schedules [work hours, regular day off (RDO)] within the same seven (7) day period during emergencies (e.g. EOC activation) or unforeseen circumstances. The intent of the process described above is to provide operational effectiveness for emergencies or unforeseen circumstances.

B. Compensation

1. Hours Worked - Defined

Only hours worked shall be credited toward computation of overtime. Hours paid but not worked (e.g. holiday, sick, jury duty, IOD) shall not be considered hours worked. Vacation leave time shall be credited toward hours worked.

2. Hours Worked in Excess of Regular Schedule Under 40 Hours

When total hours worked in the work period are forty (40) or less, the hours worked in excess of the regular schedule shall be compensated at the rate of one hour for each hour worked. Such hours shall be compensated by cash or banked overtime at the employee's option.

3. Hours Worked Over 40 Hours

Hours worked in excess of 40 shall be compensated at 1½ times the regular rate, as defined by the FLSA.

The method of compensation shall be as follows:

- a. Cash or banked overtime at the employee's option for all hours worked in excess of the regular schedule during the work period shall be compensated at the rate of one hour for each hour worked *plus*;

- b. At the conclusion of the work period, cash for the hours over 40 shall be paid at $\frac{1}{2}$ times the regular rate, except hours which have already been compensated at $1\frac{1}{2}$ time (e.g., emergency recalls and court time).

4. Authorized Overtime

No employee shall work unauthorized overtime. Under no circumstances may the employee record or maintain hours worked in an informal manner commonly referred to as "TP Time" (informal timekeeping method) or any method inconsistent with established Department policies and procedures. Failure to secure prior approval may result in discipline.

5. Emergency Inspections

Whenever an Inspector, at the request of the public, is required to perform an emergency inspection outside of the Inspector's regular work hours, such Inspector shall receive a minimum payment of four (4) hours at the overtime rate.

6. Employees Working SOD Days

Employees who work a SOD day on Platoon Duty shall be paid at the Platoon Duty rate for all such hours worked, including FLSA overtime hours, except hours which have already been compensated at $1\frac{1}{2}$ time (e.g. emergency recalls and court time). This overtime amount shall be paid by cash payment only.

7. Notwithstanding the above, compensation for off-duty court appearances, emergency recalls and emergency overtime for purposes which could not be anticipated or scheduled in advance, shall be paid by cash payment at $1\frac{1}{2}$ times the regular rate of compensation for each hour worked, regardless of number of hours worked in the work period.

C. Banked Overtime

1. Employees shall be allowed to accrue banked overtime up to a maximum of 240 hours at the end of any pay period. At the end of the fiscal year, the Department may cash out banked overtime in excess of 120 hours. Banked overtime includes, without limitation, V hours and RDO hours that an employee chooses to bank.

2. In accordance with the FLSA, no employee shall lose banked overtime. Employees shall be permitted to take banked overtime upon request unless granting such time would “unduly disrupt” the operations of the Department.

D. Regular Days Off

Employees shall have a designated RDO. Temporary changes to RDOs may be permitted subject to the staffing needs of the Department. It is intended that the RDO process provide flexibility to allow the Department and employees the ability to administer and participate in Safety Watches and the SOD system. Employees must obtain prior approval of a supervisor to change or work their RDO consistent with F-351 instructions in the Manual of Operation. Failure to secure prior approval may result in discipline.

- E. Supervisors shall ensure that not later than 60 days prior to an employee’s anticipated return to Platoon Duty all banked overtime accrued while on a non-Platoon Duty schedule are taken off, consistent with the F-351 instructions of the Manual of Operation. However, based on the needs of the Department and with Bureau Commander approval, employees may receive either cash compensation for banked overtime, or carry their balance of hours to a Platoon Duty assignment. Employees transferring to Platoon Duty may not be extended or detailed back to non-Platoon Duty for the purpose of having the employee exhaust his/her banked overtime.

III. Employee Request for Conversion of Banked Overtime

Employees may request conversion of banked overtime to cash at any time during the year. Such conversion shall be granted subject to the availability of budgeted funds.

Such compensation shall be paid at the regular rate at the time such payment is made. It will not be made during any period in which the regular rate is increased due to special compensation (e.g., court standby or non-regularly assigned bonuses).

IV. Minimum Overtime Payment

Cash payment for overtime, when authorized, will be allowed for an initial period of six minutes or more.

ARTICLE 6.3 COURT TIME

The following provisions will apply for compensation for court appearances outside of the regular work hours of employees:

A. Basic Compensation

An employee may, at the employee's option, report to court when subpoenaed or remain on call. If the employee chooses to remain on call, it is the employee's responsibility to notify the person designated by the employee's supervisor of where he/she can be reached. The employee does not need to remain at home, but must be reachable by telephone.

1. If the employee reports to court or is called into court while on call, the employee shall receive a minimum of two (2) hours compensation at 1½ times the regular rate of pay and time and one-half pay thereafter for each additional hour of actual attendance at court.

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

2. If an employee remains on call and is not required to report to court, the employee shall receive three (3) hours of compensation at 1½ times the regular rate of compensation. Unless notified that their designated on call is terminated, on call hours shall be from 0800 hours to 1600 hours. Such time shall be considered uncontrolled standby time and therefore not hours worked. Payment for such time shall be included when calculating the regular rate of pay for overtime purposes.

B. Exception to the Two (2) Hour Minimum for Court Appearances

Notwithstanding the above provisions, the two (2) hour minimum will not apply in the following situations:

1. Court appearances or on-call status commencing two (2) hours or less before the employee's assigned shift.
2. Court appearances commencing two (2) hours or less after the employee's assigned shift.
3. Court appearances or on-call status that begins during an employee's assigned shift and terminate after the assigned shift.

Compensation for the three conditions listed above will be as follows:

Condition - Amount of Compensation

- B.1. Compensation for the actual time between the commencement of the court appearance or on-call status and the beginning of the employee's assigned shift.
- B.2. Compensation for the actual time between the end of the employee's assigned shift and the termination of the court appearance.
- B.3. Compensation for the actual time between the end of the employee's assigned shift and the termination of the court appearance or on-call status.

C. Compensation for Board of Rights Appearances

Whenever an employee is required to appear before a Board of Rights or State or local Administrative Board outside of his/her regular work hours, such employee shall receive compensation at 1½ times the regular rate of pay for a minimum of three (3) hours and for each additional hour of actual attendance before the Board.

ARTICLE 6.4 OFF-DUTY SAFETY WATCHES

In accordance with Section 7(p)(l) of the FLSA, off-duty safety watches are not hours worked for the City. Payments made by the City to its employees for the convenience of independent employers do not affect the rate of pay for purposes of computing overtime worked for the City.

Safety watches shall be paid at 1½ times the rates of compensation in the appropriate Appendix for each hour worked except, however, an employee who reports for a scheduled safety watch shall receive a minimum payment of four (4) hours at such rate.

An employee who is scheduled for an off-duty safety watch and is notified of the cancellation of the safety watch prior to reporting for duty but less than four (4) hours prior to the commencement of the safety watch shall receive two (2) hours of pay at 1½ times the rates of compensation in the appropriate Appendix.

ARTICLE 6.5 SHOW-UP PAY

Whenever an employee reports to duty either from home or another work location for overtime duty that has been canceled, he/she shall receive a minimum payment of four (4) hours of straight time compensation, unless previously notified of the cancellation. (Cancellation phone calls should normally be at least four (4) hours in advance and not normally be made between 2230 and 0630 hours).

Payment under this Article shall not be counted as hours worked nor affect the regular rate of pay.

7.0 ARSON SECTION

ARTICLE 7.1 ARSON SECTION

- A. At the sole discretion of the Fire Chief, Investigators assigned to the Arson Section may be assigned to either Special Duty or Platoon Duty work schedules. Investigators assigned to Special Duty will normally be assigned to a 4/10 work schedule, subject to the staffing needs of the Section.
- B. Employees in the classes of Firefighter or Fire Captain who are assigned to the Arson Section, in addition to any other compensation authorized herein, shall receive additional compensation each month conditional upon qualifying in pistol or revolver shooting in accordance with the rules adopted by the Department. Upon certification, any such employee shall be entitled to receive additional compensation as set forth below:

<u>GRADE</u>	<u>RANGE</u>	<u>SCORE</u>	<u>BONUS</u>
MARKSMAN	SHERIFF'S LAPD	240 - 259	\$ 4.00 biweekly
		300 - 339	\$ 4.00 biweekly
SHARPSHOOTER	SHERIFF'S LAPD	260 - 274	\$ 8.00 biweekly
		340 - 379	\$ 8.00 biweekly
EXPERT	SHERIFF'S LAPD	275 - 287	\$16.00 biweekly
		380 - 400	\$16.00 biweekly
DISTINGUISHED EXPERT	SHERIFF'S LAPD	290 - 300	\$32.00 biweekly
		for 4 mos. 385 avg. for 6 mos.	\$32.00 biweekly

Such additional compensation shall be continued only while such employee is assigned to the Arson Section, but shall not extend beyond a period of one year following the date of qualification and shall then cease, provided that after a lapse of one year from the date of qualification, an employee shall be allowed to re-qualify and receive additional compensation accordingly. An employee who qualifies in a lower grade may re-qualify at any time in a higher grade and be paid accordingly. No employee shall at any time receive additional compensation for more than one grade.

- C. Notwithstanding Article 6.2, Overtime, members of the Arson Section who have been determined by the Department of Labor to be law enforcement

personnel in accordance with 29 C.F.R. Sec. 553.211(a) shall be subject to the following overtime practices.

1. Platoon Duty Overtime Compensation

Work Period - The work period for employees assigned to Platoon Duty shall be nine (9) shifts in twenty-seven (27) days.

Overtime Defined - When total hours worked in this period are 165 or less, the hours in excess of the regular work schedule shall be compensated at the rate of one hour for each hour worked, in cash or banked overtime, at the employee's option.

Only hours worked shall be credited toward computation of overtime, Hours paid but not worked (e.g. holiday, vacation, sick, jury duty, IOD etc.) shall not be considered hours worked.

Hours worked in excess of 165 hours shall be compensated at 1½ times the regular rate as defined by the FLSA.

2. Special Duty Overtime Compensation

The provisions of Article 6.2 pertaining to Special Duty employees shall be applicable to employees assigned to the Arson Section, with the following exceptions: (1) employees who work a SOD day on Platoon Duty shall receive, in addition to the applicable straight time rate, one-half of the Platoon Duty hourly rate of pay for all such SOD hours worked during the work period in excess of an aggregate total of 171 hours of work; and (2) hours paid but not worked, (e.g. holiday, vacation, sick, jury duty, IOD etc.) shall not be considered hours worked.

All employees of the Arson Section shall continue to be governed by the provisions of Article 6.2 concerning methods of compensation, compensation for off-duty court appearances, emergency recalls and emergency overtime, accrual limitations, and conversion of banked overtime.

- D. In addition to any other compensation to which they are entitled, employees assigned as dog handlers in the Arson Section shall be entitled to an additional ten (10) hours of compensation per pay period for the purposes of feeding and care of the city-owned dog(s).

8.0 SALARIES

ARTICLE 8.1 SALARY STEP PLACEMENT UPON REVERSION

Whenever an employee reverts to one of the Civil Service classes in the Fire series, if at the time the employee last occupied that class the employee was receiving compensation at the highest salary step, that employee shall again be assigned to the highest salary step upon reversion. Nothing herein shall preclude the Department from removing that employee from the highest salary step through the normal procedures if that employee's service subsequent to the reversion is unsatisfactory.

ARTICLE 8.2 SALARY ADVANCEMENT UPON PROMOTION OR ASSIGNMENT TO HIGHER PAY GRADE

Any employee promoted to a higher class or assigned to a higher pay grade shall be advanced to the lowest rate of the salary schedule for the higher class or pay grade, or the rate of compensation next higher to that received by him/her prior to such promotion, whichever is the greater. If the employee is entitled to a step advancement on the same day as such promotion or assignment, the step advancement shall be considered to have occurred prior to such promotion or assignment. If such employee prior to promotion or assignment is regularly assigned to receive Special or Hazard Pay as provided in Article 8.3 of this MOU, or any other regularly assigned bonus or premium amount, his/her salary rate prior to promotion or assignment shall be deemed to be the rate which he/she is receiving including such salary premium.

ARTICLE 8.3 SPECIALIST PAY

Whenever the Fire Chief assigns employees in the following described classes and pay grades to those duties set forth below, the employees shall receive an additional increment of salary while so assigned. Such additional increment of salary, over and above the compensation attached to the class and pay grade, shall be paid only while an employee is regularly assigned, unless otherwise indicated. All rates are effective June 26, 2016, unless otherwise specifically noted.

I. SPECIAL PAY (Pension Based)

A. Emergency Medical Technician

Employees shall be assigned the responsibility of acting as primary responders to emergency medical incidents on either an ambulance or fire apparatus. An employee shall be expected to be trained and certified, and to maintain at minimum a local accreditation and State certification as an EMT-1. Employees who satisfactorily maintain a local accreditation and State license as EMT/Paramedics shall be exempt from this requirement.

Each eligible Firefighter III shall receive premium pay in the amount of

\$125.00 biweekly, and every other eligible employee shall receive \$115.00 biweekly for maintenance of the EMT-1 or EMT-P certification. Effective July 8, 2018, these amounts will increase to \$140.00 biweekly for each eligible Firefighter III and \$130.00 biweekly for every other eligible employee.

The Department will provide primary certification and re-certification training to all employees. Should any employee fail the primary EMT certification or EMT re-certification test, the EMT bonus shall be withheld or discontinued immediately until such time as he/she obtains certification. Additionally, any employee who allows his/her EMT certification to expire (excluding employees off long-term due to illness/injury or as a result of class cancellation by the Department) shall have the EMT bonus terminated at the beginning of the pay period following the certificate's expiration date. The bonus will be reinstated at the beginning of the pay period following the date of re-certification.

Employees off long-term shall obtain EMT certification or re-certification within two months of the return to duty date. Failure to obtain EMT certification or re-certification within two months will result in the loss of the EMT bonus. Note: Extensions to the two-month period shall be granted by the Employee Relations Officer as required in the event that training classes are cancelled or are not available.

B. Language

In accordance with LAAC Section 4.170, whenever the Fire Chief assigns an employee to duties requiring that they converse fluently in a language other than English, the employee shall receive bilingual premium pay at the rate of 2.75% of salary.

In accordance with LAAC Section 4.170, whenever the Fire Chief assigns an employee to duties requiring that they converse, interpret and write a language other than English, the employee shall receive bilingual premium pay at the rate of 5.5% of salary.

In lieu of the above, employees assigned to Metro Fire Communications who communicate with the public in a language other than English shall receive premium pay of \$275.00 biweekly.

C. Paramedic

1. Employees in the following classes and pay grades who are required to maintain a Paramedic license and are regularly assigned to an authorized paramedic position shall receive additional compensation as follows:

2112-2	Firefighter II	Schedule 4
2112-3	Firefighter III	Schedule 5

Should any employee who is receiving the paramedic bonus under this section fail to maintain his/her paramedic certification and local accreditation, the above compensation shall be withheld until such time as he/she obtains certification and local accreditation and is reassigned to an authorized paramedic position.

2. Firefighters who are not regularly assigned to an authorized paramedic position shall be paid \$4.00 per hour for actual hours worked in a paramedic position. Effective October 2, 2016, this amount will increase to \$5.00 per hour.
3. Each June 30 during the term of this MOU, licensed Paramedics in ranks other than Firefighter who have maintained a Paramedic license and local accreditation during the preceding year shall receive a \$600 bonus as long as they have been compensated for no more than 288 hours under paragraph 2 above.
4. Fire Captains in the following class, 2142-1, when regularly assigned to a position requiring a Paramedic license, shall be eligible to receive assignment pay of \$220.00 biweekly. These employees shall not be eligible for the \$600 bonus specified in paragraph 3 above.
5. Fire Captains who are regularly assigned as EMS Battalion Captains or EMS Geographic Bureau Captains, regardless of whether they are dual function or single function paramedics, shall be compensated under Schedule 9.

D. Additional regularly assigned bonuses

1. Firefighter III (2112-3)

- a. Disaster Response \$160.00 biweekly
- b. EMT Instructor
(licensed paramedic only) \$530.00 biweekly
- c. EMT Instructor with 2 or more years
continuous service \$620.00 biweekly
- d. Hydrant Planning \$160.00 biweekly

- e. Metro Fire Communications Dispatcher
(less than 2 years continuous service)* \$ 80.00 biweekly
- f. Metro Fire Communications Dispatcher
(2 or more years continuous service)* \$160.00 biweekly
- g. Metro Fire Communications Dispatcher
(4 or more years continuous service)* \$250.00 biweekly
- h. Public Service Officer \$300.00 biweekly
- i. Recruitment Unit \$160.00 biweekly
- j. Safety Education \$160.00 biweekly
- k. SCUBA (regularly assigned or detailed) \$160.00 biweekly
- l. SCUBA back-up
(assigned to FS 49 or 112 only) \$ 80.00 biweekly
- m. Emergency Incident Technician \$200.00 biweekly

* An employee who leaves an assignment as a Metro Fire Communications Dispatcher and returns to such assignment within five years shall be restored to the salary bonus level occupied when previously assigned. Employees placed in accordance with this provision must complete a continuous two-year period to qualify for the next applicable bonus level.

2. Engineer (2131)

- a. Test Pit \$200.00 biweekly

3. Fireboat Mate (5125)

- a. Supervising Officer \$400.00 biweekly

4. Captain I (2142-1)

- a. Metro Fire Communications
(2 or more years of service at OCD) \$115.00 biweekly
- b. Metro Fire Communications
(4 or more years of service at OCD) \$220.00 biweekly

c. Medical Liaison \$120.00 biweekly

5. Captain II (2142-2)

a. Emergency Operations Liaison Officer \$240.00 biweekly

b. Planning Section \$240.00 biweekly

c. Medical Liaison Unit \$240.00 biweekly

d. Drill Masters \$240.00 biweekly

II. HAZARD PAY (Pension Based)

A. Hazardous Materials

An employee who has been trained and certified as a Hazardous Materials Specialist and/or Technician and who is assigned to a Hazardous Materials Response Unit , or is assigned to the CBRNE/WMD Unit on a full-time basis to provide Hazardous Materials training and oversight, shall receive premium pay of \$200.00 biweekly.

B. Technical Rescue

An employee working on a US&R Company, or assigned to a US&R Task Force, or is assigned to the US&R Unit and provides US&R training and oversight on a full-time basis, or is assigned to the Heavy Rescue who is certified in Confined Space Rescue Operational, Trench Rescue, Technical Rope Rescue and Rescue Systems and/or courses mandated by the State and/or NFPA 1670, shall receive \$200.00 biweekly.

C. Helitac

An employee in the following class and pay grade who is Helitac certified and regularly assigned to Helitac duties shall receive premium pay as follows:

2112-3	Firefighter III	\$200.00 biweekly
2121	Apparatus Operator	\$200.00 biweekly
2131	Engineer	\$200.00 biweekly
2142-1	Captain I	\$200.00 biweekly
2142-2	Captain II	\$200.00 biweekly

D. Aircraft Rescue Firefighters

An employee who is ARFF certified and assigned to Fire Station 80, or an employee who is ARFF certified to the same requirements as employees at Fire Station 80 and assigned to an ARFF apparatus at Fire Station 114, shall receive additional compensation in the amount of \$200.00 biweekly.

E. CUPA SECTION

An employee assigned to the CUPA Section who meets the minimum educational requirements of California Code of Regulations Title 27, Division 1, Subdivision 4, Article 5, Section 15260, shall receive a biweekly bonus of \$240.00 biweekly.

F. Additional regularly assigned bonuses

Firefighter III (2112-3)

- | | | |
|----|---|-------------------|
| a. | Arson Trainee | \$160.00 biweekly |
| b. | Arson Investigator
(1 or more years of continuous service) | \$350.00 biweekly |
| c. | Arson Investigator
(2 or more years of continuous service) | \$620.00 biweekly |
| d. | Arson Investigator – Dog Handler
(2 or more years of continuous service) | \$830.00 biweekly |
| e. | Heavy Equipment Operator | \$530.00 biweekly |
| f. | Senior Arson Investigator | \$830.00 biweekly |

III. SPECIAL PAY (Non-pension based)

A. Incident Management Team Bonus

Incumbents in the class of Firefighter, Apparatus Operator, Engineer or Captain, who are assigned to Special Duty and an Incident Management Team (IMT), and were receiving the IMT bonus on April 9, 2007, will continue to receive additional compensation under this provision. As of April 9, 2007, employees who are assigned to an IMT and have successfully completed classroom instruction in Intermediate ICS (I-300) and Advanced ICS (I-400) **or** three (3) NWCG classes (300-level or higher) in the Plans Section and/or Logistics Section disciplines shall receive additional compensation of \$115.00 biweekly under this provision.

B. Field Incident Management Team Bonus

Effective the first pay period after adoption of this MOU, employees who are assigned to a Field Incident Management Team (FIMT) shall receive additional compensation of \$150.00 biweekly.

C. Drill Tower Instructors

Employees shall receive additional compensation of \$160.00 biweekly when they are assigned as Drill Tower Instructors.

D. Canine Search Specialists

Employees assigned as dog handlers shall be entitled to an additional ten (10) hours of compensation per pay period at the straight time rate for the purpose of feeding and care of the dog(s).

IV. HOURLY ASSSIGNMENT PAY (Non-pension based)

Swift Water Rescue - Up to 16 employees per 12-hour shift who are assigned to Swift Water Rescue Teams during predicted storms shall receive an additional \$2.00 per hour during such assignment.

ARTICLE 8.4 SALARIES

The operative dates of the salaries in the Appendices are as follows:

Appendix B-1	June 26, 2016
Appendix C-1	July 9, 2017
Appendix D-1	January 7, 2018
Appendix E-1	July 8, 2018

ARTICLE 8.5 LONGEVITY PAY

Longevity pay shall be paid to Firefighters pursuant to the Appendices to this MOU and shall be pensionable.

A Firefighter will be allowed to continue to receive longevity pay for a period of six (6) months following an initial notice of unsatisfactory service. If during the six-month period, the Firefighter does not achieve a satisfactory standard of service, the Fire Chief shall certify to the City Controller that the employee's service is unsatisfactory and the payment of longevity pay for the employee will cease until such time as the Fire Chief again certifies that the employee has achieved a satisfactory standard of service.

The longevity rates shall be operative on the dates set forth in the Appendices.

ARTICLE 8.6 EDUCATION INCENTIVE

A. 1% - Associate's Degree or Certificate

1. Employees receiving a 1% educational incentive prior to July 1, 2007, will continue to receive the incentive.
2. Employees who were not receiving an educational incentive prior to July 1, 2007, will be eligible to receive the 1% educational incentive upon presentation of an Associate's (AA or AS) Degree from a recognized educational institution or presentation of a certificate of completion in one of the following categories:
 - Completion of the requisite course work and receipt of a California State Fire Marshal Certification for "Plans Examiner" or "Fire Officer."
 - Completion of the requisite course work and practical experience per NWCG, CWGG or NFPA and receipt of a "Red Card" certification as an Incident Command System "Unit Leader" or "Section Chief."
 - Valid paramedic license and local accreditation (upon completion of probation only).

Note: Loss of a paramedic license or local accreditation, causing the employee to be unable to provide paramedic service (excluding employees off long-term due to illness/injury), shall immediately terminate the 1% education bonus until such time as the employee's license and/or local accreditation are restored. Employees off long-term due to illness/injury shall obtain certification within six months of the return to duty date. Failure to obtain certification within six months will result in the loss of the education incentive.

B. 3% - Bachelor's Degree

1. Employees receiving a 3% educational incentive prior to July 1, 2007, will continue to receive the incentive.
2. Employees who were not receiving an educational incentive prior to July 1, 2007, will be eligible to receive the 3% educational incentive upon presentation of a Bachelor of Arts (BA) or Bachelor of Sciences (BS) degree from a recognized educational institution.

The effective date of the bonus shall be the beginning of the subsequent payroll period following proof of the degree or certification being submitted to the Department by the employee.

Note: The 1% or 3% educational incentive shall be calculated on regular base pay (as listed in Appendices B-1 or C-1) **plus** any Special or Hazard Pay listed in Article 8.3 I.C., I.D., II.A. II.B., II.C., II.D., II.E. II.F., III.A., III.B., and III.C. only.

ARTICLE 8.7 SALARY OVERPAYMENTS

In the event an employee is erroneously overpaid by the City, the employee will be notified in writing of the amount of the overpayment and will be provided with an explanation of the circumstances which led to the overpayment. The notification will also contain a proposed repayment schedule and shall give the employee a specific period of time to dispute the overpayment or request an alternative repayment schedule. Any such alternative repayment plan must be acknowledged in writing by the employee and the authorized Department representative. If the employee does not dispute the overpayment or request an alternative repayment schedule in the specified time period, the Department will commence payroll deductions to recoup the amount of the overpayment in accordance with the proposed repayment schedule. The biweekly deduction amounts shall not exceed the biweekly amounts that were overpaid to the employee unless the employee agrees in writing to an increased amount. (For example, if an employee was overpaid \$50 biweekly, the repayment will occur at a rate of no more than \$50 biweekly). However, any overpayment must be reimbursed by the employee prior to his/her separation from City service.

ARTICLE 8.8 ACTING PAY ASSIGNMENTS

Absence at Higher Level Position (Employees Regularly Assigned to a 4/10 Work Schedule Only)

Whenever the Department assigns an employee to perform the full range of duties of a higher level position due to the temporary absence of the higher level incumbent, such employee shall become eligible for additional compensation upon completion of a qualifying period of ten (10) consecutive work days in such assignment at his/her regular rate of compensation. The Department shall not divide or alternate the assignment of higher level duties during the qualifying period for the purpose of avoiding additional pay. Such additional compensation, as described in this Article, shall begin on the eleventh (11th) consecutive work day in such assignment.

Approved leave time off taken during a qualifying period shall extend the qualifying period by the length of absence. All other absences shall constitute a disqualifying break in the qualifying period requirement, necessitating the initiation and completion of a new qualifying period.

Each subsequent acting assignment following the employee's return to his/her regular assignment, shall require completion of a new qualifying period, except when the Department reassigns the same employee to the same acting assignment due to the absence of the regular incumbent within the same fiscal year. In such cases, the

employee shall become eligible for such compensation on the first day of the reassignment.

Vacant Higher Level Position

Whenever the Department assigns an employee on a temporary basis to perform the full range of duties of a vacant higher level position, such employee shall become eligible for additional compensation on the first day of said assignment. In the event that said assignment exceeds thirty (30) consecutive calendar days, the Department shall initiate action to appoint a qualified employee to said position.

Compensation

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

The selection and/or de-selection of employees to serve in an “acting” capacity shall be final and conclusive and shall not be subject to the grievance procedure herein.

ARTICLE 8.9 EFFECTIVE DATE OF PAY INCREASES OR DECREASES

When anniversary dates for step raises and other pay increases under Section 8 of this MOU fall within a payroll period, the pay increase shall be effective at the beginning of the payroll period within which the date falls. When hazard, special pay or assignment pay is decreased within a payroll period, the decrease shall be effective at the beginning of the following payroll period.

9.0 HEALTH AND SAFETY

ARTICLE 9.1 MANDATORY POST INCIDENT INVESTIGATIONS

The Department shall conduct a timely and thorough post incident investigation every time there is a death or serious injury to an employee at work, or there is a near miss. The term “serious injury” means an injury requiring hospital admission. The term “near miss” means an event that occurs in the work environment and reasonably could have, but did not, result in a death or serious injury due to good fortune and/or proper operation of safety devices or equipment.

The Department and UFLAC have agreed that the group of individuals who conduct the post incident investigations shall be referred to as the Serious Incident Review Team (SIRT).

Note: An employee's participation in advanced paygrade selections is deemed excessive if participation in the selection process exceeds six times in a four-week period. If extensive amounts of time during on-duty hours are required, the employee's participation may be deemed excessive without regard to the number of processes involved. In this circumstance, the Employee Relations Administrator shall make the final determination as to whether or not the employee's participation is excessive.

Management agrees that any employee covered by this MOU, who may be assigned to work on a day that a written promotional examination is administered by the Personnel Department, and for which an employee has applied, shall be given priority in the scheduling of days off for that day. In the event that Management is unable, due to deployment needs, to accommodate the requests of all employees who applied to take a written promotional examination, it is the responsibility of each employee not accommodated to arrange with the Personnel Department for a delayed administration of the examination.

ARTICLE 4.5 FURLOUGHS

The City agrees that there will be no mandatory furloughs of Unit employees during the term of this MOU.

SECTION 5.0 COMPENSATION

ARTICLE 5.1 SALARIES

The salaries and longevity payments shown in the Appendices listed below will be operative on the following dates:

Appendices A-1 thru 3	July 1, 2014
Appendices B-1 thru 3	January 1, 2015
Appendices C-1 thru 3	June 26, 2016
Appendices D-1 thru 3	July 9, 2017
Appendices E-1 thru 3	January 7, 2018

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

ARTICLE 5.2 CONTINUANCE OF LONGEVITY PAY

Notwithstanding Section 4.161 of the Los Angeles Administrative Code, a Police Officer will be allowed to continue to receive longevity pay for a period of six months following an initial notice of unsatisfactory service. If during the six-month period the Police Officer does not achieve a satisfactory standard of service, the Chief of Police shall certify to the City Controller that the employee's service has been unsatisfactory, and the payment of longevity pay for the employee will cease until such time as the Chief of Police again certifies that the employee has achieved a satisfactory standard of service.

ARTICLE 5.3 HAZARD AND SPECIAL PAY

Hazard and special pay are specified in Appendix G.

ARTICLE 5.4 UNIFORM FIELD OFFICER INCENTIVE

A. A Uniform Field Officer Incentive of 3% (three percent) of regular salary (not pension based) shall be paid to each eligible officer.

B. Eligibility

1. Except as modified in Paragraph 2 below, an "eligible officer" is any employee in this Unit, during an applicable pay period, who has been assigned to a division or other organizational component which works **in the field in uniform**.

"Eligible officer" includes, but is not limited to:

- a. Employees assigned to patrol
 - Probationary Police Officers I
 - Administrative Lieutenants
 - Complaint Unit Sergeants
 - Assistant to Administrative Lieutenant (Sergeant I)
 - Patrol Police Officers II/III (including desk and kit room)
 - Field Training Officer Coordinator (Police Officer)
 - Complaint Unit Police Officers
 - Uniformed officers working a School Car
 - Uniformed officers assigned to a Juvenile Car
 - Uniformed officers assigned to a Prostitution Enforcement Detail (PED), Bicycle Detail, Beach Detail, or other similar detail
 - Uniformed officers assigned to the Specialized Collision Investigation Detail
- b. Metropolitan Division
- c. Traffic Enforcement and collision investigation (includes traffic desk)
- d. Commercial and Noise Enforcement details
- e. Special Enforcement Unit (SEU) officers (excluding detectives)
- f. Air Support Division Tactical Flight Officers
- g. Officer loaned to Field Enforcement Section, Narcotics Division, for six DPs or less who wear uniforms exclusively
- h. Other officers found by Management to be eligible for the incentive with the concurrence of the League.

Exception: An employee in the rank and paygrades or a successor rank and paygrade of Detective I, II or III, is eligible to receive the incentive subject to the provisions of Paragraph 4 below.

"Field" refers to enforcement activity or other activity involving citizen contact.

2. Some of those **not** eligible for the Uniform Field Officer Incentive are:
 - a. Officers voluntarily loaned for a period in excess of two DPs pursuant to Article 5.4(B)(3) (except as noted in 1.g. above)
 - b. Any detective assignment, including detective trainees (except juvenile car officers as noted above), SEU detectives, and detectives assigned to traffic investigations
 - c. Officers assigned to Area functions including, but not limited to:
 - Adjutant
 - Vice (other than PED)
 - Community Relations
 - Analytical Supervisor
 - Sergeants and Police Officers assigned as Project Officers
 - Sergeants and Police Officers assigned to the Training Unit
 - Facilities/Trustee Coordinators
 - Reserve Officer Coordinators
 - d. Chief Tactical Flight Officer, Air Support Division
3. An otherwise eligible officer, who is voluntarily loaned to a division or other organizational component that is not covered by the incentive, shall continue to receive the incentive for two DPs. The incentive shall not thereafter be paid until the officer resumes duties covered by the incentive.

Note: An officer is not considered to have resumed duties covered by this incentive because the officer's loan is interrupted and he or she is briefly returned to his or her regular assignment and the loan is expected to resume. Should the officer's loan be interrupted for more than a brief period (more than one DP), the officer would qualify to again receive the uniform incentive, which will be retroactive to the time of his or her return to the regular assignment. This would not apply to a loan that ends and the officer returns to his or her regular assignment.

4. An otherwise eligible officer, who is involuntarily loaned to a division or other organizational component that is not covered by the incentive, shall continue to receive the incentive for a maximum of six DP's. Following the

six-DP loan, the officer will either be returned to his/her prior assignment in order to maintain the bonus, or the officer may choose to remain on loan with the understanding that he/she will no longer receive the bonus for the remainder of the loan.

5. Any employee in this Unit who is loaned for longer than two DPs to a division or other organizational component qualified for the Uniform Field Officer Incentive shall receive the incentive until the loan is terminated and the employee returns to a nonqualifying assignment.
6. Paragraph 5 above shall not apply to officers who are loaned to Field Enforcement Section, Narcotics Division, for six or less DPs and who work exclusively in uniform.

C. Payment

1. This incentive shall be paid on a biweekly basis for the time during which an employee was eligible. Such time shall include vacation, compensatory time, sick time and any paid leave during which the employee was eligible as the result of an assignment.
2. Any employee who believes he or she is eligible for the Uniform Field Officer Incentive and who is not receiving it shall make written notification of this fact to his or her commanding officer on an Employee Report, Form 15.7, within 20 days of the time the employee became aware that he/she was not receiving this bonus. The commanding officer shall take appropriate corrective action if it is determined that the employee is eligible to receive the incentive and it is not being received. If the employee is not eligible to receive the incentive, he or she shall be so advised. Failure to provide such written notice within the 20 days shall constitute a waiver of back pay for this bonus and the employee, if eligible, shall only receive the incentive from the date of written notification to the concerned commanding officer.

ARTICLE 5.5 DETECTIVE INCENTIVE

- A. A Detective Incentive of 1% (one percent) of regular pay (not pension based) shall be paid to each eligible detective.

B. Eligibility

1. Except as modified in Paragraph 2 below, an "eligible detective" is any Detective I, II or III, who, during an applicable pay period, is assigned to an investigative entity where his/her primary duty assignment consists of criminal investigations.

Exception: A Police Officer II or III who is loaned from a patrol assignment where he/she is receiving a Uniform Field Officer Incentive to perform duties in a detective investigation assignment, shall receive the 1% (one percent) Detective Incentive after two DPs, and at such time the Uniform Field Officer Incentive will cease to be paid.

Note: Questions as to the eligibility of a particular employee shall be resolved by the Employee Relations Administrator, the CAO, and the League.

2. An otherwise eligible detective, who is voluntarily loaned to a division or other organizational component that is not covered by the incentive, shall continue to receive the incentive for two DPs. The incentive shall not thereafter be paid until the detective resumes duties covered by the incentive.

Note: A detective is not considered to have resumed duties covered by this incentive because the detective's loan is interrupted and he or she is briefly returned to his or her regular assignment and the loan is expected to resume. Should the detective's loan be interrupted for more than a brief period (more than one DP), the detective would qualify to again receive the incentive, which will be retroactive to the time of his or her return to the regular assignment. This would not apply to a loan that ends and the detective returns to his or her regular assignment.

3. An otherwise eligible detective, who is involuntarily loaned to a division or other organizational component that is not covered by the incentive, shall continue to receive the incentive for a maximum of six DP's. Following the six-DP loan, the detective will either be returned to his/her prior assignment in order to maintain the bonus, or the detective may choose to remain on loan with the understanding that he/she will no longer receive the bonus for the remainder of the loan.
4. Any detective who is loaned for longer than two DPs to a division or organizational component qualified for this incentive shall receive the incentive until the loan is terminated and the employee returns to a nonqualifying assignment.

C. **Payment**

1. This incentive shall be paid on a biweekly basis for the time during which an employee was eligible. Such time shall include vacation, compensatory time, sick time and any paid leave during which the employee was eligible as the result of an assignment.

2. Any employee who believes he or she is eligible for the incentive and who is not receiving it shall make written notification of this fact to his or her commanding officer on an Employee Report, Form 15.7, within 20 days of the time the employee became aware that he/she was not receiving this bonus. The commanding officer shall take appropriate corrective action if it is determined that the employee is eligible to receive the incentive and it is not being received. If the employee is not eligible to receive the incentive, he or she shall be so advised. Failure to provide such written notice within the 20 days shall constitute a waiver of back pay for this bonus and the employee, if eligible, shall only receive the incentive from the date of written notification to the concerned commanding officer.

ARTICLE 5.6 MARKSMANSHIP BONUS

- A. Management shall pay the bonus indicated below to employees who meet the criteria established by the Los Angeles Police Department for each of the listed levels of shooting expertise:

Marksman	\$4.00 biweekly
Sharpshooter	\$8.00 biweekly
Expert	\$16.00 biweekly
Distinguished Expert	\$32.00 biweekly

- B. Compensation will be paid beginning with the first full pay period of the month following the date of qualification and shall continue for 26 biweekly pay periods. After that period, the employee shall be allowed to requalify and receive the appropriate compensation accordingly. Requalification at the same or higher level by an employee at any time during the 26 biweekly pay periods shall entitle the employee to continue to receive the appropriate compensation for that level for the ensuing 26 biweekly pay periods. Employees will be compensated for only one level of expertise.

ARTICLE 5.7 POST CERTIFICATE BONUS

- A. In addition to the salary and Peace Officer Standards and Training (POST) bonus set forth below, employees covered by this MOU who were, on June 30, 1996, and continue to be, sworn employees of the Police Department shall receive the following educational/training compensation for POST certificate(s):
 1. a. After an employee has completed ten years of service, a ten-dollar-per-month bonus for successful completion and presentation of the POST Intermediate Certificate; or,
 - b. After an employee has completed ten years of service, a fifteen-dollar-per-month bonus for successful completion and presentation of the POST Advanced Certificate.

2. A ten-dollar-per-month bonus for successful completion and presentation of the POST Supervisory Certificate.
 3. A ten-dollar-per-month bonus for successful completion and presentation of the POST Management Certificate.
- B. The POST bonus, as specified in Paragraph A.1., 2. or 3., of this Article, shall be paid during the month of July of each future year and shall be applicable to the prior fiscal year.
- C. Any employee covered by this MOU who is hired after June 30, 1996, shall not be eligible to receive any POST benefit under Paragraph A.1., 2. or 3., whether or not such employee was previously a sworn employee of the Police Department. At such time as all current employees receiving the POST benefit under Paragraph A.1., 2., or 3. leave Police Department employment, this POST benefit shall cease.
- D. Effective September 1, 2011, the 3% (three percent) bonus for possession of a Basic POST Certificate was eliminated, and 3% was added to the regular salary of each salary schedule of this MOU.
- E. Unit employees who currently hold, or who successfully complete POST requirements for and present an Intermediate POST Certificate, shall be paid 1% (one percent) of regular salary.
- F. Unit employees who currently hold, or who successfully complete POST requirements for and present an Advanced POST Certificate, shall be paid 2% (two percent) of regular salary.
- G. For payroll purposes, the effective date of the bonus for the Intermediate and Advanced Certificates shall be the beginning of the payroll period following the operative date of the Certificate(s), except when new employees possess either POST Certificate upon employment, then the date for the award of the bonus shall be the date of employment.

ARTICLE 5.8 PREMIUM PAY FOR BILINGUAL SKILLS

Notwithstanding Los Angeles Administrative Code Section 4.170, Unit employees who were not receiving premium pay for bilingual skills on January 1, 2010, will no longer qualify to receive premium pay for bilingual skills.

Unit employees who were receiving premium pay for bilingual skills on January 1, 2010, will continue to receive such pay as long as they are continuously assigned to a position in which they are required to utilize those bilingual skills on a regular basis.

ARTICLE 5.9 TEMPORARY HIGHER LEVEL POSITION

To assure the continuity of police services, employees from a lower civil service rank or lower paygrade position may be temporarily deployed to a position normally assigned to employees in a higher civil service rank or paygrade for a period of time not to exceed 168 consecutive calendar days (6 DPs). The 6-DP limitation on assignment to a temporary higher level position may be extended on a case-by-case basis upon the express approval of the Employee Relations Administrator.

A. Compensation

The employees so assigned shall continue to receive compensation at the salary level held prior to the temporary assignment for the first 28 calendar days. At the conclusion of the initial 28-calendar day period, employees who continue to be assigned to the temporary assignment shall receive additional compensation of 2.75% of his/her regular base pay for each day so assigned. Such compensation shall not be pension based.

The Commanding Officer of the assigned employee shall ensure that a request for the temporary higher pay is immediately forwarded to the Employee Relations Administrator when the employee becomes eligible for the temporary pay. All retroactive temporary higher level payments must be approved by the Employee Relations Administrator.

B. Reasons for Higher Level Assignment

Temporary assignments as specified in this Article may be authorized by Management to fill vacancies which may exist for the following reasons:

1. A position is permanently vacant and is scheduled to be filled, but a period of time is required to complete the selection and appointment process;
2. A position is temporarily vacant because the assigned employee is on loan or on an approved leave.

C. Management Discretion

Management agrees that it is not the intent to use temporary pay assignments to circumvent the normal promotion or appointment process. In this regard, Management shall make a reasonable effort to fill vacancies in an expeditious manner. However, for the purpose of this Article, it is understood that whether a vacancy is to be temporarily filled shall be determined at the sole discretion of Management. In this same regard, nothing contained in this Article shall be construed or interpreted as requiring Management to temporarily fill a vacancy.

D. Limitations

1. No employee shall be temporarily deployed to a position more than one rank above that employee's rank.
2. Unless an employee receives a permanent appointment to the higher level position, such employee shall be returned to his/her original position at the conclusion of the temporary assignment.
3. An employee who accepts a temporary higher level position shall not be given the option to refuse the additional compensation provided for under this Article.
4. This Article applies only to higher level positions. Employees temporarily assigned to Special Pay positions are not eligible for temporary higher pay.
5. The provisions of this Article are appealable to the Dispute Resolution Committee and are not grievable.

ARTICLE 5.10 SALARY OVERPAYMENTS

In the event a Unit employee is erroneously overpaid by the City, repayment must comply with California State law.

SECTION 6.0 OVERTIME

ARTICLE 6.1 OVERTIME PROVISIONS

- A. Authorization for overtime work shall be secured from supervisory personnel delegated that responsibility by the Chief of Police prior to such work. Credit for overtime worked without prior approval must be authorized by command level personnel delegated this specific responsibility by the Chief of Police.
- B. All hours or portions thereof worked in excess of the FWS work hours (i.e., either eight, nine, ten, or twelve hours per day), shall be overtime including hours worked by an employee when on a regular day off, or hours off in lieu of a holiday or vacation day. Supervisors are obligated to ensure that hours of work are properly recorded and employees are compensated for all hours of actual work.
- C. If the start of an employee's **regularly scheduled** duty day falls within eight hours of the previous **regularly scheduled** duty day (turnaround time), the employee shall be compensated at the overtime rate for those **regularly scheduled** duty hours or portions thereof falling within that eight-hour period. Time-and-one-half turnaround time shall be submitted as straight time equal to

one half of the hours falling within the eight-hour period of the previous **regularly scheduled** duty day.

Example: An employee's regular end of watch is midnight. The employee is scheduled to return to work at 0600 hours, allowing for a six-hour turnaround period (two hours less than the required eight-hour turnaround).

The employee will be compensated for the two-hour lost turnaround period at the rate of time-and-one-half by receiving regular pay for the hours worked and submitting an Overtime Report for one-half of the turnaround period ($1/2$ of 2.0 hours = 1.0 hour) at the **straight-time** rate to equal two hours at time-and-one-half pay.

- D. Effective July 1, 2014, compensation for overtime shall be at the discretion of the Chief of Police as allowed for herein and in the attached Letter of Agreement. The employee may request time instead of cash compensation as long as the employee's "current" overtime balance does not exceed 150 hours. Such a request for time will be honored unless the hours must be paid in cash because they qualify as FLSA overtime as defined in Article 6.1.1 (over 171 hours in a deployment period). Effective on the date on which the Department has expended the total cash overtime allocated for FY 14/15*, compensation for overtime shall be in the form of time at the appropriate rate (straight time or time-and-a-half), and the 150-hour accrual limit will no longer apply.

Effective July 1, 2015, each employee's "current" overtime balance will be transferred to the "old" bank; the "current" bank will reset at zero hours; and compensation shall be by cash payment or by time at time-and-a-half or straight time as allowed for herein. The employee may request time instead of cash compensation as long as the employee's "current" overtime balance does not exceed 150 hours. Such a request for time will be honored unless the hours qualify as FLSA overtime as defined in Article 6.1.1 (over 171 hours in a deployment period). Effective on the date on which the Department has expended the cash overtime funds allocated for FY 15/16*, compensation for overtime shall be in the form of time at the appropriate rate (straight time or time-and-a-half), and the 150-hour accrual limit will no longer apply.

Effective July 1, 2016, each employee's "current" overtime balance will be transferred to the "old" bank; the "current" bank will reset at zero hours; and compensation shall be by cash payment or by time at time-and-a-half or straight time as allowed for herein. The employee may request time instead of cash compensation as long as the employee's "current" overtime balance does not exceed 150 hours. Such a request for time will be honored unless the hours qualify as FLSA overtime as defined in Article 6.1.1 (over 171 hours in a deployment period). Effective on the date on which the Department has expended the cash overtime funds allocated for FY 16/17*, compensation for

overtime shall be in the form of time at the appropriate rate (straight time or time-and-a-half), and the 150-hour accrual limit will no longer apply.

Effective July 1, 2017, each employee's "current" overtime balance will be transferred to the "old" bank; the "current" bank will reset at zero hours; and compensation shall be by cash payment or by time at time-and-a-half or straight time as allowed for herein. The employee may request time instead of cash compensation as long as the employee's "current" overtime balance does not exceed 150 hours. Such a request for time will be honored unless the hours qualify as FLSA overtime as defined in Article 6.1.1 (over 171 hours in a deployment period). Effective on the date on which the Department has expended the cash overtime funds allocated for FY 17/18*, compensation for overtime shall be in the form of time at the appropriate rate (straight time or time-and-a-half), and the 150-hour accrual limit will no longer apply.

* See attached Letter of Agreement regarding cash overtime allocations.

Unless the parties agree otherwise, effective July 1, 2018, each employee's "current" overtime balance will be transferred to the "old" bank; the "current" bank will reset at zero hours; and compensation for overtime shall be by cash payment or by time at time-and-a-half or straight time as allowed for herein.

- E. Overtime while on a vacation day shall be limited to Court overtime as defined in Article 6.3, duty-related medical examinations as provided for in Article 6.9, a Department mobilization, or such other circumstances as designated by the Chief of Police.
- F. The method of computing the hourly rate of compensation for purposes of overtime payment shall be to divide the employee's biweekly pay, including all types of salary compensation except overtime, by 80.
- G. Overtime shall be hours or portions thereof, calculated in units of one-tenth (.1) hour consisting of a full six-minute period worked in excess of the normal work day or in excess of the total number of hours included in regularly scheduled duty days during a DP.
- H. For the purpose of Sections 1300 through 1630 of the City Charter, an employee's credit for overtime work shall be reduced:
 - 1. By any period of time off with pay which the employee shall have taken for any such overtime work, and
 - 2. By any period of time which the Board of Pension Commissioners, for any such overtime work for which the employee shall have received a cash payment, shall have credited as part of such employee's years of aggregate service pursuant to the provisions of Section 1326 of the City

Charter, or as part of such employee's years of service pursuant to the provisions of Sections 1434 or 1626 of the City Charter.

- I. If the League should require sworn witness(es) during an Arbitration Hearing whose testimony is necessary to the proceeding, such witness(es) shall be compensated as otherwise provided by this MOU.
- J. An employee who is called in to work or for an administrative interview on a day off shall be compensated at least four hours at the time-and-a-half rate. This provision shall not apply to an employee who is called in while on off-duty standby pursuant to Article 6.5.
- K. Whenever an employee is required to telephonically report overtime, the employee shall add one-tenth of an hour (0.1) to the amount of overtime reported.

ARTICLE 6.1.1 DEFINITIONS

The following definitions apply to Articles 6.1.2, 6.1.3, 6.2 and 6.2.1 herein:

- A. **FLSA:** As used herein, "FLSA" refers to the Fair Labor Standards Act of 1938, 29 U.S.C. §§201-219 and the Portal to Portal Act of 1947, 29 U.S.C. §§251-262.
- B. **Overtime:** As used herein, unless otherwise indicated, "overtime" refers to both FLSA overtime and non-FLSA overtime.
- C. **FLSA Overtime:** As used herein, "FLSA overtime" refers to hours actually worked by a sworn employee of the LAPD during a 28-day work period (deployment period) which exceed 171 hours.
- D. **Non-FLSA Overtime:** As used herein, "non-FLSA overtime" refers to the compensation of a sworn employee with overtime pursuant to the current MOU for any hours worked or activities which are not FLSA overtime hours.
- E. **CTO:** As used herein, "CTO" refers to compensatory time off hours credited to a sworn employee's CTO time banks.
- F. **FLSA CTO:** As used herein, "FLSA CTO" refers to hours actually worked by a sworn employee during a 28-day work period which exceed 171 hours and which are credited in CTO time banks as allowed in 29 U.S.C. §207(o).
- G. **Non-FLSA CTO:** As used herein, "non-FLSA CTO" is defined as hours which are credited to a CTO time bank for a sworn employee that are not compensation for hours actually worked above the FLSA overtime threshold, as that term is defined by the FLSA, by an employee during a 28-day work period which exceed 171 hours.

- H. **Late Pay:** As used herein, "Late Pay" and "late paid" refers to all hours of overtime worked by a sworn employee which were compensated later than permitted by the FLSA.
- I. **Cash Out:** As used herein, the term "cash out" refers to the process by which accrued CTO is debited from a sworn employee's CTO time banks, and paid to the sworn employee in a payroll check, or to the employee's City of Los Angeles Deferred Compensation Plan account in accordance with the processes for employee contributions already established by the Deferred Compensation Plan Board and in accordance with Internal Revenue Code requirements.

ARTICLE 6.1.2 CASH COMPENSATION OF OVERTIME

- A. It is understood that Management does not desire to compensate any FLSA overtime hours worked by sworn employees in the form of CTO. Management will use a method referred to as the FLSA Rule to ensure that all sworn employees receive only cash compensation and no CTO for any FLSA overtime hours worked. The FLSA Rule is a payroll procedure which compensates all overtime for employees in cash once the specific FLSA threshold hours of overtime have been entered into the payroll system in a DP.

The purpose of this Rule is to ensure that no FLSA CTO is accrued by employees. There is no agreement to allow the payment of wages by way of FLSA CTO under 29 U.S.C. §207(o)(2) and there will be no FLSA CTO paid to employees. If CTO is credited to an employee in excess of the FLSA Rule, Management shall cash out those CTO hours upon the discovery of this fact.

- B. Beginning on the date this MOU is approved, Management may at its discretion require employees to use CTO time once an employee has accumulated 1,600 hours of CTO in the "current" overtime bank. The Department shall provide the employee with at least 48 hours' notice prior to the start of the shift for which the employee is required to use "current" CTO time. Hours in the "old" CTO bank will not be considered as a portion of the 1,600-hour threshold for purposes of compelling the use of CTO. (See Article 6.2 for definitions of "current" and "old" CTO banks).

Unless the parties agree to extend the 1,600-hour CTO accumulation limit, this provision will sunset on June 30, 2018. At that time, the CTO accumulation limit will return to a maximum of 150 hours.

ARTICLE 6.1.3 TIMELY PAYMENT OF OVERTIME

The parties agree that overtime will be compensated in accordance with 29 C.F.R. §778.106. Generally, this requires that overtime compensation earned in a particular work period must be paid by the regular payday for the pay period in which the work period ends. When the correct amount of overtime compensation cannot be determined

until sometime after the end of the regular pay period, the overtime compensation will be paid as soon after the regular pay period as is practicable. Payment may not be delayed for a period longer than is reasonably necessary for the employer to compute and arrange for payment of the amount due.

ARTICLE 6.2 ACCUMULATED OVERTIME

A. “Old” Overtime Hours

On October 7, 1989, and again on July 1, 2014, each employee's overtime balance was recorded and frozen subject to the following provisions:

1. An employee shall retain the right to use these "old" hours provided such time off does not adversely impact the employee's unit or division as determined by the commanding officer.
2. At the discretion of the Chief of Police, Management may buy back “old” overtime hours as specified below:
 - a. Effective July 1, 2013, Management may buy back “old” overtime hours in excess of 496 hours.
 - b. Effective July 1, 2014, Management may buy back “old” overtime hours in excess of 646 hours.
 - c. Effective July 1, 2015, Management may buy back “old” overtime hours in excess of 796 hours.
 - d. Effective July 1, 2016, Management may buy back “old” overtime hours in excess of 946 hours.
 - e. Effective July 1, 2017, Management may buy back “old” overtime hours in excess of 1,096.
3. An employee may elect to cash out “old” overtime hours below the above limits, if funds are allocated for this purpose.

B. “Current” Overtime Hours

Beginning at 0001 hours on July 1, 2014, all overtime hours worked and credited to a sworn employee's account shall be subject to the following provisions:

1. To ensure that all FLSA overtime worked is compensated in cash, overtime hours worked must be turned in pursuant to policies adopted by the Department following meeting and conferring as required by law.

If the correct amount of overtime compensation cannot be determined by the first payday following the DP in which the overtime was worked because the employee did not submit the necessary and correct documentation showing the hours worked, then so long as such payment is made no later than the payday following the pay period during which the necessary and correct documentation was received, such payment(s) shall not be considered to have been delayed longer than is reasonably necessary pursuant to the FLSA as interpreted by the Department of Labor at 29 C.F.R. §778.106.

2. If funds become available during the term of this MOU, Management may, in its sole discretion, buy back any accumulated overtime hours in the “current” bank above 150 hours. Prior to doing so, Management will give employees notice that it intends to buy back such time.

Exception: Any employee who is prescheduled to use CTO in the DP following the notice of Management’s intent to buy back accumulated overtime hours in the “current” bank may have these hours exempt from being cashed out by submitting an Employee’s Report, Form 15.7, to his or her commanding officer within seven calendar days of the posting of scheduled days off pursuant to Article 4.1(G) requesting that such hours be exempt from the buyback. The commanding officer shall verify that the CTO is scheduled to be used in the specified DP, and forward the Form 15.7 to Fiscal Operations Division.

3. Effective July 1, 2014, the accumulated overtime hours in each employee’s “current” bank were transferred to the “old” bank and the balance of the “current” bank was reset at zero.
4. Effective July 1, 2015, the accumulated overtime hours in each employee’s “current” bank will be transferred to the “old” bank and the balance of the “current” bank will reset at zero.
5. Effective July 1, 2016, the accumulated overtime hours in each employee’s “current” bank will be transferred to the “old” bank and the balance of the “current” bank will reset at zero.
6. Effective July 1, 2017, the accumulated overtime hours in each employee’s “current” bank will be transferred to the “old” bank and the balance of the “current” bank will reset at zero.
7. Effective July 1, 2018, the accumulated overtime hours in each employee’s “current” bank will be transferred to the “old” bank and the balance of the “current” bank will reset at zero.

- C. 1. Whenever an employee resigns, retires, or is discharged from the Police Department, the employee shall be paid in cash for all overtime compensation due.
- 2. In case of the death of an employee, who, at the time of death has overtime credits due, payment for such overtime credits shall be made to the estate or any person legally entitled to such payment.

ARTICLE 6.2.1 FLSA AGREEMENT

Nothing in this MOU shall be construed to be, nor does it constitute, an agreement for allowing compensation of overtime with FLSA CTO pursuant to 29 U.S.C §207(o)(2) and no such agreement exists or shall be implied from this MOU .

ARTICLE 6.3 COURT TIME

- A. The following provisions will apply for the compensation for Court, State or local administrative board (hereinafter referred to as "Court") appearances outside of normal duty hours of employees:

- 1. **Basic Compensation**

An employee shall report to Court or remain on call, as directed by the subpoena. If the employee is on call, it is the employee's responsibility to notify the person designated by the employee's commanding officer of how the employee can be reached. The employee does not need to remain at home, but must be reachable by telephone, answering machine, answering service or paging device. If the telephone number provided by the employee is a paging device or an answering machine/service, or if the telephone is answered by a person other than the employee, contact with such person, device, machine or service shall constitute notification to the officer.

- a. Whenever any police officer is required by a "be there" subpoena to appear in Court outside of his/her assigned work schedule, such officer shall receive a minimum of two (2) hours overtime compensation, plus hour-for-hour overtime compensation thereafter for each additional hour of actual attendance. If an officer has separate "be there" subpoenas for morning and afternoon court sessions, the two-hour minimum shall apply for each case.
- b. If the employee is called into Court while on call, the employee shall receive a minimum of two and one-half (2½) hours overtime compensation and hour-per-hour overtime compensation thereafter for each additional hour of actual attendance at Court.

Note: An employee shall not receive the minimum of two hours for “be there,” two and one-half hours for “on-call,” or hour-for-hour overtime compensation for an appearance during the same time period.

- c. If the employee remains on call and is not required to report to Court, the employee shall receive two and one-half hours of overtime compensation regardless of the length of time the employee is required to remain on call. The employee will remain on call until 1600 hours of that day, unless notified earlier of the termination of the employee's on-call status.
- d. An employee who has a “be there” subpoena and whose status has been changed to “on call” by the issuing attorney or the court, may submit on-call overtime as provided for above if the subpoena control coordinator was properly notified of the change in the employee's status. Failure to notify the subpoena control coordinator prior to or at the commencement of the on-call status will waive the right to any on-call compensation.

If an employee is notified that a “be-there” subpoena has been cancelled less than 12 hours before the scheduled court appearance, the employee shall receive two (2) hours of overtime compensation. Notification means that the employee was reached in person or a voicemail was left on the employee's primary phone number.

- e. The minimum of two and one-half hours overtime for on-call court ***cannot be used more than once on the same court day***, regardless of the number of subpoenas for which an employee is on-call or the number of different times during the day that an employee is placed on call.
- f. If there is a minimum for a court appearance, which can only apply if it is the first court status of the day, this shall be exhausted prior to beginning the on-call minimum overtime or actual hour-for-hour attendance in court. Actual court attendance shall be hour-for-hour *after* one or both of the minimum overtime provisions is exhausted.

2. **Start and End of Court Overtime**

Unless otherwise specified, start of overtime for a Court appearance is the time for which the appearance is scheduled or the actual time of arrival of the officer at the specified Court location, whichever is later. End of overtime for a Court appearance generally is the time the officer is no longer needed at the specific Court.

a. **Evidence Required.** When an employee is required to bring evidence to Court, the start of overtime is generally when the employee checks out the required evidence. When an employee is required to return evidence not admitted into Court, end of overtime is generally at the time and location where the evidence is returned.

b. **Use of City Vehicle.**

1. When an employee, not assigned a take-home vehicle, is required to transport a witness(es) to a Court appearance, start of overtime is generally when the employee checks out the vehicle. If this employee also provides transportation for other employees, the start and end of overtime for employees who are provided transportation shall be the same as specified in Article 4.3.D. of this MOU.

2. An employee may utilize a City vehicle to attend Court, subject to the availability of vehicles and any restrictions on the use of City vehicles imposed by the employee's commanding officer. The use of a City vehicle by off-duty employees to attend Court is a privilege and no overtime shall be granted because an employee elects to use a City vehicle.

Exception: If an employee remains at Court following the time when the employee is no longer needed in Court, i.e., waiting for a second employee to conclude testimony because they rode to Court together in a City vehicle, the employee shall deduct the time spent waiting for the other employee from the overtime submitted.

c. Any questions regarding unreasonable delays and hours worked shall be resolved by the employee's commanding officer.

3. **Exceptions to the "Be There" and "On Call" Minimum Compensation**

Notwithstanding the above provisions regarding minimum compensation, compensation in the following situations shall be as set forth below:

a. For Court appearances or on call commencing two hours or less before the employee's assigned watch, compensation shall be for the actual time between the commencement of the Court appearance or on call and the beginning of the employee's assigned watch.

b. For Court appearances commencing two hours or less after the employee's assigned watch, compensation shall be for the actual

time between the end of the employee's assigned watch and the termination of the Court appearance.

- c. For Court appearances or on call that begin during an employee's assigned watch and terminate after the assigned watch, compensation shall be for the actual time between the end of the employee's assigned watch and the termination of the Court appearance or on call.

Note: In no event shall "on call" overtime compensation be more than the minimum of two and one-half hours of overtime compensation.

- d. For on-call commencing in the afternoon and the period of time on call is less than two and one-half hours, compensation shall be for the actual time between being placed on call and 1600 hours.
- e. An employee shall not receive "on call" overtime compensation for the same hours for which the employee is compensated for a medical examination in accordance with Article 6.9.

- B. Court overtime shall be compensated in accordance with the provisions of Article 6.1 of this MOU.

Note: A detailed list of overtime examples is provided in Appendix I.

ARTICLE 6.4 DMV TELEPHONIC HEARINGS

- A. Department of Motor Vehicles (DMV) Telephonic Hearings shall be governed by the following provisions:

- 1. **On Duty**

Employees subpoenaed for a DMV Telephonic Hearing which is scheduled during the employee's working hours shall utilize a Department telephone to call the DMV at the appointed hour.

- 2. **Off Duty**

- a. Employees subpoenaed for a DMV Telephonic Hearing which is scheduled at a time when the employee is off duty may utilize a Department telephone to call the DMV at the appointed time. Alternatively, the employee may call from a private or mobile phone.

- b. Employees participating in DMV Telephonic Hearings shall be entitled to a minimum of two and one-half hours of overtime compensation and hour-per-hour overtime compensation thereafter for actual participation in the hearing.
- c. There shall be no on-call compensation for DMV Telephonic Hearings.
- d. Employees may not receive overtime compensation for DMV Telephonic Hearings in conjunction with any other type of court overtime compensation, unless the time spent in the DMV Telephonic Hearing extends beyond the other compensated time. Employees participating in DMV Telephonic Hearings while on call or while actually in Court shall only be entitled to the overtime compensation afforded by these activities. The exception to this rule is when the DMV Hearing extends past the time when the overtime compensation for the other court activity ceases. In such cases the employee shall be entitled to hour-for-hour overtime compensation for the actual time spent past the close of the other court activity.
- e. Employees utilizing a private or mobile telephone to participate in a DMV Telephonic Hearing shall be entitled to reimbursement for out-of-pocket expenses excluding any roaming or long-distance charges associated with the use of a mobile telephone.
- f. Employees who utilize a Department telephone to participate in a DMV Telephonic Hearing while off duty shall not be entitled to overtime compensation for travel time spent reaching that telephone.

- B. Overtime shall be compensated in accordance with provisions of Article 6.1 of this MOU.

ARTICLE 6.5 OFF-DUTY STANDBY COMPENSATION

- A. Notwithstanding the provisions of Articles 4.1, 4.2, 6.1 and 6.2 of this MOU, employees who are required and expressly assigned in writing by the Department to standby for holidays or weekends will receive one hour of compensation at straight time for every six hours they are required to standby. As used herein, "standby" means that the employee must be reachable by telephone, answering service, answering machine or paging device and must upon contact respond to a work location within a designated period of time.
- B. Notwithstanding the provisions of Articles 4.1, 4.2, 6.1 and 6.2 of this MOU, officers, sergeants, detectives, and lieutenants of the Metropolitan Division's K-9

Unit and SWAT Team, and the Emergency Services Division's Hazardous Devices Unit who are required and expressly assigned in writing by the Department to standby on weekdays, shall be compensated as described in Paragraph A above. Standby as used herein has the same definition as used in Paragraph A above.

- C. Time spent on duty during the period of standby will be deducted from the total time the employee is on standby, not from the time accumulated as compensated standby time.

Example: An employee is on weekend standby. The total time of standby is 60 hours. The employee is required to report for duty for six hours. The six hours are subtracted from 60 hours leaving 54 hours of total standby time. Fifty-four is divided by six, which equals nine hours of straight time compensation for standby. The employee will also receive six hours of time-and-one-half overtime for responding to the call out.

- D. For purposes of computing the amount of compensation due for time spent on duty, the time spent on duty will commence at the time the individual is notified and will terminate at the time when the employee is released from duty.
- E. Employees who are not placed on standby and are recalled to work during off hours shall be compensated as described in Article 6.1. "Recall" is defined as being called during off-duty hours and ordered to return to on-duty status.

Note: The term "on call" refers only to court overtime as defined in Department Manual Section 3/212 and Article 6.3 of this MOU.

ARTICLE 6.6 OVERTIME COMPENSATION FOR MEETINGS OUTSIDE OF NORMAL WORK HOURS

- A. Department employees required to attend a meeting outside of normal work hours shall receive a minimum of two hours overtime compensation and hour-per-hour overtime compensation thereafter for each additional hour of attendance at a meeting, to be compensated to the nearest tenth of an hour, with the following exceptions:
 - 1. Meetings commencing two hours or less before the employee's assigned watch;
 - 2. Meetings commencing two hours or less after the employee's assigned watch;
 - 3. Meetings that begin during an employee's assigned watch and terminate after the assigned watch.

Compensation for the three exceptions listed above will be on an extended watch, hour-per-hour basis, compensated to the nearest tenth of an hour.

- B. Overtime shall be compensated in accordance with provisions of Article 6.1 of this MOU.

ARTICLE 6.7 OVERTIME DURING SUSPENSION OR UNPAID LEAVE

- A. If an employee is **required** to appear for any of the below specified activities while on suspension or unpaid leave, the officer shall receive hour-for-hour compensation for that appearance by adhering to the procedures set forth in this Article.
 - 1. Court as defined in Article 6.3.A; and,
 - 2. An interview related to a personnel complaint, grievance or other investigation.
- B. The provisions of Paragraph A of this Article shall not apply to the preparation for or attendance of an accused employee, an appellant or a grievant at a Board of Rights or any other administrative hearing when the employee is the subject of the hearing.

Note: An accused or charged employee, appellant or grievant is not required to attend a Board of Rights or administrative hearing and no overtime compensation shall be granted for attendance at such hearing(s) regardless of the employee's duty status.

- C. An employee requesting compensation pursuant to this Article shall submit an overtime report at straight time compensation for the number of hours worked in accordance with the existing procedures applicable to requests for court overtime.

ARTICLE 6.8 COMPENSATION FOR FIREARMS QUALIFICATION

- A. Notwithstanding the provisions of Article 6.1, when an employee is required to complete a firearms qualification during off-duty hours, such employee will receive two (2) hours of compensated time. Compensated time will be at the rate of time-and-one-half. No additional payment will be made regardless of how long or the number of times it may take the employee to complete the qualification in each qualification period.
- B. Management shall direct employees to qualify during on-duty hours whenever possible. The above method of compensation shall only be used when the employee can demonstrate to the employee's commanding officer that it was impractical to complete the qualification during on-duty hours.

ARTICLE 6.9

COMPENSATION FOR MEDICAL EXAMINATIONS

- A. When duty-related follow-up medical examinations and treatment are scheduled by the employee during an employee's regular tour of duty, Management will grant up to four (4) hours of on-duty time for the purpose of obtaining such examination and treatment. Such time may be used for the actual examination, treatment or transportation to or from such appointment. When the actual time necessary for such examination, treatment or transportation during regular working hours exceeds four (4) hours and the employee is unable to complete his or her shift, the employee may request to use accrued vacation leave, compensatory time or may request a leave without pay. As used herein, "medical examinations and treatment" shall mean examinations and/or treatment performed by, prescribed by or under the direct supervision of a licensed physician, practitioner, or therapist designated in accordance with current Workers' Compensation procedures (Workers' Compensation Appeals Board). Employees **shall** notify Management of the dates and times of medical treatment and medical examination appointments prior to the appointment so Management can determine if it is feasible to grant the employee on-duty time for such appointment.

When Management determines that it is impracticable to schedule medical examinations and treatment on duty, an employee, notwithstanding the provisions of Articles 4.1, 4.2, 6.1, and 6.2, will receive four (4) hours straight time compensation regardless of the length of treatment. At the discretion of the commanding officer, when an employee's medical examination or treatment falls at the beginning or end of a scheduled work assignment, an employee may be granted a combination of on-duty and straight time compensation for a total of four (4) hours for the same medical examination and treatment.

Note: Failure to notify a supervisor of the dates and times of medical examinations and/or treatment **prior to** the date of such appointments may be grounds for considering the time spent at such appointment as being outside of regular working hours or for denying overtime compensation pursuant to Paragraph A above.

Exception: When Management or its agent requires and schedules a medical examination of the employee, the time, whether on or off duty, is not limited to four (4) hours.

- B. Compensation will not be paid for:
1. Medical examinations or treatment performed by someone other than a licensed physician, practitioner, or therapist designated in accordance with current Workers' Compensation procedures (Workers' Compensation Appeals Board).

2. Medical examinations or treatment conducted while an employee is on injured-on-duty (IOD) status, Workers' Compensation status, sick leave, military leave, or unpaid leave. This includes the time required to obtain a return to duty certification from a City physician.
 3. Medical examination or treatment while an employee is hospitalized.
 4. Off-duty emergency medical examinations or treatment.
- C. When an employee has made a claim that an illness or injury is duty-related and it has not yet been determined that it is duty-related, the employee shall follow the provisions and procedures as outlined in Paragraphs A and B above, except that all such medical examinations and/or treatment shall be **off duty**. All Overtime Reports for such off-duty medical examinations and/or treatment shall be completed and processed as follows:
1. The employee shall include the below information in the "Description of Activity" portion of the Overtime Report, Form 2.24.
 - a. Name of the physician, practitioner or therapist conducting such examination and/or treatment.
 - b. Name of the supervisor notified of the date and time of the examination and/or treatment and the date and time of such notification.
 - c. "Pending IOD status" shall be written in the lower right-hand corner.
 2. The employee shall submit the green copy of the Overtime Report for supervisory approval and retain the yellow copy.
 3. Following approval, the green copy of the Overtime Report shall be submitted to the divisional timekeeper and shall be held until such time as a decision is made as to the concerned employee's IOD status. Once a decision is made as to the IOD status, the Overtime Reports shall be processed as follows:
 - a. If it is determined that the employee's illness or injury is duty-related, Overtime Reports submitted pursuant to Paragraph C.1. shall be processed and the employee compensated. Prior to the processing of such reports, the timekeeper shall add the Worker's Compensation number to each Overtime Report.
 - b. If it is determined that the employee's illness or injury is not duty-related, the timekeeper shall write "Denied IOD" and the date of notification of such duty status on all Overtime Reports completed

pursuant to Paragraph C.1. The green copy of the Overtime Report shall be retained and no compensation shall be granted the employee.

4. Any of the following may be grounds for denial of compensation for such time in the event the illness or injury is determined to be duty-related:
 - a. Failure to notify a supervisor of the dates and times of medical examinations and/or treatment **prior to** the date of such examinations and/or treatment; or,
 - b. Failure to include the information specified in Paragraph 1 above; or,
 - c. Failure to complete the Overtime Report(s) in a timely manner as specified in Article 6.2.B.1.

ARTICLE 6.10 NON-REGULARLY SCHEDULED WORKSHIFT CANCELLATION

Notwithstanding the provisions of Articles 4.1 and 4.2, the parties recognize that the Department may require additional staffing. The Department shall permit employees to volunteer to work such additional shifts or portions of shifts when required.

When an employee is requested to work or volunteers for other than a regularly scheduled work shift as indicated in the posted DP work schedule and reports to work and the employee's services are not needed, the employee shall be entitled to a minimum of four (4) hours straight time either in time or cash at the discretion of the Chief of Police.

This provision does not apply to unusual occurrences, employees on weekend/holiday standby, or for employees who have been assigned a take-home vehicle.

SECTION 7.0 BENEFITS

ARTICLE 7.1 VACATIONS AND VACATION PAY

- A. Each employee shall be entitled to 120 hours of vacation annually with full pay.

Upon the completion of two years of service in the aggregate, each employee shall be entitled to 128 hours vacation annually with full pay.

Upon the completion of ten years of service in the aggregate, each employee shall be entitled to 192 hours vacation annually with full pay.

Upon completion of 30 years of service in the aggregate, each employee shall be entitled to 200 hours vacation annually with full pay.

- B. In the case of death of an employee who at the time of death has overtime compensation due, such compensation shall be in the form of cash at the salary rate current at the time of said employee's death, to the employee's estate or any other person legally entitled under the law of the State of California.
- C. As used in this Article, "accumulated overtime" shall mean overtime due according to the City Controller's records.

SECTION 5.0 COMPENSATION

ARTICLE 5.1 SALARIES

The salaries shown in the Appendices listed below will be operative on the following dates:

Appendix A – November 1, 2015
Appendix B – June 26, 2016
Appendix C – July 9, 2017
Appendix D – January 1, 2018

ARTICLE 5.2 POST CERTIFICATE AND TRAINING BONUS

Effective January 25, 2015, the one percent (1%) bonus for POST in-service training was eliminated, and one percent (1%) was added to the regular salary of each salary schedule of this MOU.

Effective January 25, 2015, the one percent (1%) bonus for Continuing Education was eliminated, and one percent (1%) was added to the regular salary of each salary schedule of this MOU.

ARTICLE 5.3 SALARY PROGRESSION

- A. Effective November 1, 2015, an employee shall be placed on Step 6 of the applicable salary range upon promotion to Captain I, Captain II, or Captain III.

Effective November 1, 2015, incumbents in the ranks and pay grades of Captain I, Captain II, or Captain III shall be placed on Step 6 of the applicable salary range.

- B. Effective November 1, 2015, an employee shall be placed on Step 5 upon promotion to Commander. Advancement in the salary rate for the rank of Commander shall be made automatically after one year of service based on the date the employee is initially promoted to Commander. Such advancement shall occur at the beginning of the pay period in which the anniversary date falls.

Effective November 1, 2015, incumbent Commanders on Step 5 or lower shall be placed on Step 5, and incumbent Commanders on Step 6 shall remain on Step 6.

- C. Effective November 1, 2015, an employee shall be placed no lower than Step 4 upon promotion to Deputy Chief I. Advancement in the salary rate for Deputy Chief I shall be made automatically step by step after each year of service based on the date the employee is initially promoted to Deputy Chief I. Such advancement shall occur at the beginning of the pay period in which the anniversary date falls.

Effective November 1, 2015, incumbent Deputy Chiefs I on Step 4 will be placed on Step 5 and incumbent Deputy Chiefs I on Step 5 will be placed on Step 6.

- D. Effective November 1, 2015, an employee shall be placed no lower than Step 4 upon promotion to Deputy Chief II. Advancement in the salary rate for Deputy Chief II shall be automatically step by step after each year of service based on the date the employee is initially promoted to Deputy Chief II. Such advancement shall occur at the beginning of the pay period in which the anniversary date falls.

Effective November 1, 2015, incumbent Deputy Chiefs II on Step 3 will be placed on Step 4, incumbent Deputy Chiefs II on Step 4 will be placed on Step 5, and incumbent Deputy Chief II on Step 5 will be placed on Step 6.

ARTICLE 5.4 SALARY ADVANCEMENT UPON PROMOTION OR ASSIGNMENT TO A HIGHER PAY GRADE

An employee promoted to a higher class or assigned to a higher pay grade within the class to which he/she was appointed shall be advanced to the salary step specified in Article 5.3 which provides at least a five (5) percent increase over the hourly base rate received in the former position. If the employee is entitled to a step advancement on the same day as such promotion or assignment, the step advancement shall be considered to have occurred prior to such promotion or assignment.

ARTICLE 5.5 SALARY RATE UPON ASSIGNMENT TO A LOWER PAY GRADE WITHIN A JOB CLASS

- A. Notification

Whenever an employee is reassigned to a lower pay grade, the employee shall be given a thirty-day notice prior to loss of pay. The reasons for the reassignment shall be discussed with the employee by the Deputy Chief II in the employee's chain of command or by the Chief of Police, as appropriate. Nothing in this Article shall preclude the Chief of Police from reassigning such employee prior to loss of pay.

B. Salary Rate Upon Assignment to a Lower Pay Grade

An employee reassigned to a lower pay grade within the class of position to which he/she was appointed shall receive the same compensation received prior to such reassignment, or be compensated at the top step of the salary range for the lowest pay grade, whichever is lower.

ARTICLE 5.6 RETROACTIVE SALARY PROVISIONS

The salary step of an employee will be adjusted and re-computed, if necessary, pursuant to the provisions of any retroactive salary provided for by the City Council.

ARTICLE 5.7 EFFECTIVE DATES OF PAY INCREASES AND DECREASES

When anniversary dates for step raises fall within a payroll period, the pay increase shall be effective at the beginning of the payroll period within which the date falls. In the event pay is decreased within a payroll period, the decrease shall be effective at the beginning of the following payroll period.

ARTICLE 5.8 ASSIGNMENT TO HIGHER LEVEL POSITION

To assure the continuity of police services, employees from a lower civil service rank or lower paygrade position may be temporarily deployed to a position normally assigned to employees in a higher civil service rank or paygrade. Employees so assigned shall continue to receive compensation at the salary level held prior to the temporary assignment for the first 28 days (1 DP). At the conclusion of the initial 28-day period, employees who continue to be assigned to the higher level position shall receive additional compensation at 2.75% of his/her regular base pay for each day so assigned. Such compensation shall be pension based.

ARTICLE 6.0 BENEFITS

ARTICLE 6.1 VACATIONS AND VACATION PAY

- A. Each employee shall be entitled to 120 hours of vacation annually with full pay. Each employee, upon completion of ten years of service in the aggregate, shall be entitled to 192 hours vacation annually with full pay. Each employee, upon completion of thirty years of service in the aggregate shall be entitled to 200 hours vacation annually with full pay. On January 1 of each year, vacation time accrued during the previous year shall be credited to each employee.

Note: The accrual of vacation time is referred to in terms of hours for payroll purposes only, and does not affect the salaried status of employees as specified in Article 4.1.

ARTICLE 31 PILOT LICENSE INSURANCE

Management will provide, at its cost, a pilot license insurance policy to provide Unit members with legal defense in any administrative hearing before any authority which has the power to suspend, revoke or otherwise act upon a Unit member's pilot license. Said insurance policy will provide an attorney to conduct the defense of the Unit member's license in such an administrative hearing. Unit members will have the right to select an individual attorney from a list of qualified admiralty attorneys, such list to be provided by the insurance carrier/company.

Said insurance policy will also include civil penalties legal defense coverage. Said civil penalties legal defense coverage will provide an attorney to conduct the defense of the Unit member in the civil penalty action. Unit members will have the right to select an individual attorney from a list of qualified admiralty attorneys, such list to be provided by the insurance carrier/company.

Said insurance policy will also include an income protection coverage option that Unit members may purchase at their option and expense.

ARTICLE 32 WORKERS' COMPENSATION

Management agrees to continue Workers' Compensation benefits in accordance with Section 4.104 of the LAAC, except that salary continuation payments during absences for temporary disability conditions shall be 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 gross salary rate less the mandatory deductions 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 33 SALARIES

The salaries set forth in Appendix A shall be operative during the term of this MOU. The salaries in Appendix A include full compensation for an 84-hour biweekly pay period.

The salary rates in Appendix A shall be base rates.

A Port Pilot I shall advance to step 4 of the salary range in the payroll period which includes the date six (6) months from the date of the initial appointment. A Port Pilot I shall advance to step 5 of the salary range in the payroll period which includes the date six (6) months from the date of advancement to step 4 of Port Pilot I. A Port Pilot I will be reassigned to step 3 of the salary range for Port Pilot II in the payroll period which includes the date six (6) months from the date of advancement to step 5 of Port Pilot I. A Port Pilot II shall advance to step 4 of the salary range for Port Pilot II in the payroll period which includes the date six (6) months from the date of advancement to step 3 of Port Pilot II. A Port Pilot II will advance to step 5 of the salary range for Port Pilot II in the payroll period which includes the date six (6) months from the date of advancement to step 4 of Port Pilot II.

ARTICLE 34 OVERTIME

Notwithstanding the provisions of Section 4.113 of the LAAC or the Harbor Department Salary Resolution to the contrary, overtime shall be compensated at the time-and-a-half hourly rate for all hours worked in excess of eighty-four (84) hours in a biweekly pay period, including all absences with pay authorized by law; provided, however, no overtime shall be compensated for less than an aggregate of one (1) full hour of overtime during a biweekly pay period.

Overtime may be compensated in equivalent time off or cash at the time-and-a-half hourly rate. Bargaining unit members will be permitted to accrue up to 160 hours of book overtime (i.e. equivalent time off or comp time) and Management will not cash out accrued book overtime without the agreement of the bargaining unit member. The use of book overtime will continue to be subject to the approval of Management. Compensation in time off shall be allowed in units of one-tenth (1/10) or a full six (6) minute period, after the initial aggregate of one (1) full hour during a biweekly pay period.

Upon the return to the pilot station after the completion of a ship move, a pilot shall be allowed a period not to exceed twenty (20) minutes to complete required paperwork and to wash up. Such period shall be included in any overtime calculation.

ARTICLE 35 CALL BACK PAY

For the purposes of the MOU, a "call back" is defined as an instance when a pilot commences a ship move or other assignment after the completion of his/her shift. Pilots shall receive a minimum payment of four (4) hours at the overtime rate for each call back. If the pilot is required to remain on duty beyond four (4) hours to complete the ship move or other assignment, the pilot will be paid on an hour for hour basis at the overtime rate.

When a call back is cancelled after a pilot has accepted the call back, the pilot shall be paid a minimum of four (4) hours at the overtime rate if the pilot is in transit to the pilot station or one (1) hour at the overtime rate if the pilot is not in transit to the pilot station.

Call backs shall be offered to all Bargaining Unit pilots on a rotational basis. Call backs will only be offered to Chief Pilots if no Bargaining Unit pilot is available to take a specific call back assignment.

Bargaining Unit pilots shall have their choice of assignments provided that such choice does not necessitate another callback.

ARTICLE 36 LEAD PERSON

The next Port Pilot II in rotation on each watch shall act as the lead person. In addition to performing the duties of a Port Pilot II, the lead person's duties will be limited to providing technical guidance to pilot station personnel in the absence of a management pilot. Lead persons shall not be assigned supervisory duties as defined in Section B.1.b. of Article 11 of this MOU.

SECTION 6.0 COMPENSATION

ARTICLE 6.1 SALARIES AND POST

The salary ranges set forth in the following Appendices shall become operative as indicated below.

Appendix A	July 1, 2014
Appendix B	July 3, 2016
Appendix C	July 9, 2017
Appendix D	January 7, 2018

EFFECTIVE JULY 1, 2014

A. POST Certificate Bonus – Port Police Lieutenant

1. Any Port Police Lieutenant who has successfully completed the requirement for and holds an Intermediate POST Certificate shall, upon presentation of said certificate to Management, receive a bonus equal to one percent of regular base pay. The bonus shall be effective on the first day of the first full pay period after the certificate is presented to Management.
2. Any Port Police Lieutenant who has successfully completed the requirement for and holds an Advanced POST Certificate shall receive a bonus equal to two percent of regular base pay. The bonus shall be effective on the first day of the first full pay period after the certificate is presented to Management.
3. Provisions of this Article shall not be grievable.

B. POST Certificate and Training Bonus – Port Police Captain and Port Warden

Port Police Captains and the Port Warden shall be eligible for the following POST bonuses in accordance with the following provisions.

1. **POST Bonus** – A Port Police Captain or Port Warden who successfully completes and presents to management a Supervisory or Management POST Certificate shall receive a pension-based bonus of three percent of regular base pay.
2. **Command Officer POST Bonus** – A Port Police Captain or Port Warden who completes the annual POST in-service training shall receive a pension-based bonus of one percent of regular base pay.
3. **Continuing Education Bonus (CEB)** – A Port Police Captain or Port Warden who successfully completes the training requirements specified

below shall receive a pension-based bonus of one percent of regular base pay.

a. **CEB – Term of MOU**

During the term of the MOU, employees must submit proof of completing 40 hours of continuing professional development training in leadership, management, or another area of advanced professional training (excluding POST in-service training hours) or one college or graduate level course (3 semester units or 4 quarter units) each fiscal year, in order to qualify for this bonus. The training and courses must be approved by the Harbor Department Executive Director or his/her designee.

b. **Proof of CEB Eligibility**

Each fiscal year, employees must submit proof of qualification for the Continuing Education Bonus to the Harbor Department Executive Director or his/her designee in order to receive a Continuing Education bonus equal to one percent of regular base pay as specified in this Article.

- 1) Employees must submit proof of qualifying for the Continuing Education Bonus between April 30 and June 30 of each fiscal year in order to continue to receive this bonus. If an employee fails to meet the CEB requirements or fails to submit proof of qualification for the CEB during the specified time period, the employee shall no longer receive the bonus effective July 1st.
- 2) The continuing education courses and professional training must be pre-approved by the Harbor Department Executive Director or his/her designee. The purpose of the continuing education courses is to provide command officers with professional development training.
- 3) Employees must successfully complete, i.e., earn a passing grade, continuing education courses and professional training pre-approved by Management.
- 4) Employees must submit proof of continuing education course(s) or professional training completion such as a transcript or certificate of completion.

- 5) If an employee is ineligible for the CEB or fails to submit proof of CEB eligibility, the Continuing Education bonus shall automatically cease and any CEB overpayments will be immediately returned to the City.
4. Provisions of this Article shall not be grievable.
5. On July 3, 2016, the value of bonus amounts contained in section B. above shall be incorporated into the base hourly rates for Port Police Captain and Port Warden classifications, as reflected in Appendix B of this MOU.

EFFECTIVE JULY 3, 2016

- A. Upon implementation of salary Appendix B of this MOU, all Unit members shall be advanced one salary step regardless of their salary step anniversary date.
- B. POST Certificate Bonus – Port Police Lieutenant
 1. Any Port Police Lieutenant who has successfully completed the requirement for and holds an Intermediate POST Certificate shall, upon presentation of said certificate to Management, receive a bonus equal to one percent of regular base pay. The bonus shall be effective on the first day of the first full pay period after the certificate is presented to Management.
 2. Any Port Police Lieutenant who has successfully completed the requirement for and holds an Advanced POST Certificate shall receive a bonus equal to two percent of regular base pay. The bonus shall be effective on the first day of the first full pay period after the certificate is presented to Management.
 3. Any Port Police Lieutenant who has successfully completed the requirement for and holds a Supervisory POST Certificate shall receive a pension-based bonus of two percent of regular base pay.
 4. Any Port Police Lieutenant who has successfully completed the requirement for and holds a Management POST Certificate shall receive a pension-based bonus of one percent of regular base pay.
 5. Provisions of this Article shall not be grievable.

6. The issuance date of a POST certificate shall be the operative date or the award of the bonus for payroll purposes, except when new employees possess a POST certificate upon employment, in which the date for the award of the bonus shall be the first day of employment.
7. Bonus pay in this section shall be treated as an add to rate and shall be pensionable.

ARTICLE 6.2 CALL BACK PAY

Whenever a Port Police Lieutenant is ordered to return to duty following the termination of his/her work shift and departure from the work location, he/she shall receive a minimum payment equivalent to four hours of premium pay.

ARTICLE 6.3 OVERTIME

- A. A 7(k) work period, pursuant to the Fair Labor Standards Act (FLSA) and 29 United States Code (U.S.C.) §207(k) is hereby continued for employees in this Unit.
- B. The following shall apply to Unit members employed in the class of Port Police Lieutenant.
 1. 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.
 2. Compensation for overtime worked by a Port Police Lieutenant shall be for all hours worked in excess of 40 hours worked in a work week including all absences with pay authorized by law. The method of compensation, either cash or time off (book overtime), will be at the sole discretion of Management. Overtime compensation (cash or book) will be accounted for in increments of six minutes. Book overtime must be approved by the Division Head or his/her designee. Accumulation of book overtime is limited to 160 hours per employee. At any time, the Executive Director or his/her designee may direct that any accumulated book overtime be paid in cash.
 3. Note: For payroll purposes overtime consisting of partial hours shall be paid in cash. For example, if an employee worked 10.75 hours of overtime, 10 hours can be paid in cash or booked (at the discretion of management) and .75 hours shall be paid in cash.

C. The following shall apply to Unit members employed in the class of Port Police Captain and Port Police Warden.

1. Notwithstanding provisions of the LAAC, this MOU, or Harbor Department rules and regulations to the contrary, salaried employees shall not be required to record specific hours of work for compensation purposes, although hours may be recorded for other purposes. Port Police Captains and Port Wardens shall be paid the predetermined salary for each biweekly pay period as indicated in the attached appendices and shall not receive overtime compensation. They shall not be subject to deductions from salary or any leave banks for absence from work for less than a full workday. This provision applies to occasional partial-day absences from work as authorized by Management. This provision does not apply to long-term or recurring partial-day absences.
2. Salaried employees shall not be eligible for nor shall they receive overtime compensation. Management may, at its discretion, grant time off for excess hours worked due to unusual situations, with such time being granted on a full-day as opposed to hour-per-hour basis.
3. Salaried employees shall not be subject to disciplinary suspension for less than a workweek (seven days; half of the biweekly pay period) unless the discipline is based on violations of a safety rule or major significance or misconduct by the bargaining unit member.

ARTICLE 6.4 COMPENSATION FOR UNUSUAL OCCURRENCES

In the event that a Port Police Captain or Port Warden is ordered to work on the employee's scheduled day off, regular holiday, or vacation day because of a declared natural disaster, emergency, or mobilization, he/she shall be compensated in cash at the straight time rate, provided the City is reimbursed by the State and/or Federal Government.

ARTICLE 6.5 ACTING PAY

A. When a Port Warden (class code 0801-1 or 0801-2) is:

1. Tasked with duties and responsibilities commensurate with those of a First Deputy General Manager Harbor (0805) or Second Deputy General Manager Harbor (0807), thereby effectively placing the Port Warden in the position of acting in a capacity of, in whole or in part, as a First or Second Deputy General Manager Harbor; or,
2. Assigned to report directly to the General Manager of the Harbor Department (9289) or the Acting General Manager of the Harbor Department;

B. Said Port Warden shall receive additional compensation in the amount of 11% of his/her base wage. Only one Port Warden shall be eligible to receive this additional compensation at any given time. The additional compensation shall be treated as an "adds to rate" and shall be pensionable. The removal of this additional compensation due to reassignment or reorganization shall not be grievable or arbitrable.

SECTION 6.0 COMPENSATION

ARTICLE 6.1 SALARIES AND POST

Salaries for Unit members are set forth and specified in Appendices A through E of this MOU.

EFFECTIVE MAY 17, 2015

- A. All active employees in the classification of Municipal Police Officer (class code 3183 or 3183-1) who have passed probation shall be reclassified from their current classification into the classification and pay grade Municipal Police Officer III (class code 3183-3).
- B. All Municipal Police Officers attending the police training academy shall be reclassified into the classification and pay grade Municipal Police Officer I (class code 3183-1).
- C. All newly hired Municipal Police Officers who enter the police training academy shall be hired into the classification and pay grade Municipal Police Officer I (class code 3183-1).
- D. A Municipal Police Officer who graduates from the police training academy and passes probation shall automatically upon passing probation promote to the 3183-2 pay grade.
- E. All Municipal Police Officers working in a field probationary position shall be reclassified into the classification and pay grade Municipal Police Officer II (class code 3183-2).

In accordance with the implementation of a 15-step salary structure, notwithstanding LAAC Section 4.62.2, a bonafide supervisory employee in a class which has its compensation fixed by salary schedule or range number, shall be paid at a rate at least one premium pay level (approximately 2.75%) higher than the rate of the highest paid subordinate under his or her charge whose compensation is fixed by salary schedule number, or (2) at the appropriate step of the range with a first step rate equivalent to one premium pay level (approximately 2.75%) above the first step rate of the subordinate class. For the purposes of this section, "bona fide supervisory employee" means a full-time, regularly assigned supervisor with full administrative and technical authority to assign, review and approve work of his subordinates. The rates to be compared in determining the supervision differential shall be the maximum salary rates of the schedules or ranges prescribed for the authorized and allocated classes of the bona fide supervisor and the subordinate, excluding any premiums, bonuses, or working condition differentials. The City Administrative Officer shall investigate all such employment situations and shall notify the City Controller whenever a supervision differential shall be administered.

In accordance with the implementation of a 15-step salary structure, notwithstanding LAAC Section 4.91(a)(1), whenever an employee is assigned or appointed from a position to another position, the following step placement procedures shall apply: if the top step rate of the salary range for the new position is higher than the top step rate of the salary range for the former position, the employee shall be placed on the lowest step within the salary range for the new position which provides at least a 2.75% increase over the rate received in the former position. Any regularly assigned bonus or premium compensation amounts shall be included in calculating the step rate for the former position and added to the new salary after determining the appropriate salary step rate for the new position.

POST CERTIFICATE BONUS

EFFECTIVE JULY 1, 2014

- A. A bargaining unit member who holds or has successfully completed the requirement for a Basic POST Certificate and has presented this certificate to Department management, shall receive a bonus equal to three percent of regular pay. Additional compensation for holding a Basic POST Certificate is a pension-based, add to rate bonus.
- B. A bargaining unit member who holds or has successfully completed the requirement for an Intermediate POST Certificate and has presented this certificate to Department management, shall receive a bonus equal to one percent of regular pay. Additional compensation for holding an Intermediate POST Certificate is a pension-based, add to rate bonus.
- C. A bargaining unit member who holds or has successfully completed the requirement for an Advanced POST Certificate and has presented this certificate to Department management, shall receive an additional bonus of two percent of regular pay. Additional compensation for holding an Advanced POST Certificate is a pension-based, add to rate bonus.
- D. The date of issuance on said Certificate shall be the operative date for the award of the bonus for payroll purposes, except when new employees possess a POST Certificate upon employment, then the date for the award of the bonus shall be the date of employment.

EFFECTIVE MAY 17, 2015

- A. A bargaining unit member who holds or has successfully completed the requirement for an Intermediate POST Certificate and has presented this certificate to Department management, shall receive a bonus equal to one percent of regular pay. Additional compensation for holding an Intermediate POST Certificate is a pension-based, add to rate bonus.
- B. A bargaining unit member who holds or has successfully completed the requirement for an Advanced POST Certificate and has presented this certificate to Department management, shall receive an additional bonus of two percent of regular pay. Additional compensation for holding an Advanced POST Certificate is a pension-based, add to rate bonus.
- C. The date of issuance on said Certificate shall be the operative date for the award of the bonus for payroll purposes, except when new employees possess a POST Certificate upon employment, then the date for the award of the bonus shall be the date of employment.

ARTICLE 6.2 LENGTH OF SERVICE PAY

Any bargaining unit member who is employed as a Municipal Police Officer (Code 3183) shall be eligible for a pension-based, "adds to pay" longevity bonus based upon the aggregate number of years served as a Municipal Police Officer, including years of service in the class of General Services Police Officer or Park Ranger (class code 1966) where the employee transitioned from Park Ranger to General Services Police Officer to Municipal Police Officer.

- A. Upon certification to the City Controller by Los Angeles Police Department management that a member has completed the prescribed number of aggregate years of service described above and that such member's standard of service is satisfactory, such member shall receive compensation in addition to the regular biweekly rate prescribed for the class and pay grade computed as follows:
 - 1. Upon completion of 10 years of service and until the completion of 15 years of service, an officer shall receive \$100.00 biweekly in addition to all other compensation.
 - 2. Upon completion of 15 years of service and until the completion of 20 years of service, an officer shall receive \$200.00 biweekly in addition to all other compensation.
 - 3. Upon completion of 20 years of service, an officer shall receive \$300.00 biweekly in addition to all other compensation.

A Municipal Police Officer shall be allowed to continue to receive longevity pay for a period of six months following an initial notice of unsatisfactory service. If during the six-month period the Officer does not achieve a satisfactory standard of service, the Chief of Police of the Los Angeles Police Department or their designee shall certify to the City Controller that the employee's service has been unsatisfactory, and the payment of longevity pay for the employee will cease until such time as the Chief of Police or their designee again certifies that the employee has achieved a satisfactory standard of service.

ARTICLE 6.3 CALL BACK PAY

For the purpose of this article, "recall" is defined as a situation when an employee is called during his/her off-duty hours and ordered to return to work in an on-duty status.

Employees who are recalled following the termination of their work shift and departure from their work location shall be compensated at the time-and-one-half rate of compensation for cash payment or one and one half hours for each hour or portions thereof of overtime worked if time off is authorized. Payment shall be in cash or time off at the sole discretion of management.

For the purposes of computing the amount of compensation due for time spent on duty, the time spent on duty will commence at the time the individual reports to the designated place of assignment and will terminate at the time when the employee is released from duty. Under no circumstance will time be allowed for travel.

ARTICLE 6.4 OVERTIME

The Union and Management agree that Management has declared and adopted a partial overtime exemption of 29 United States Code (U.S.C.) §207(k) for employees entitled to receive overtime pursuant to this MOU.

A. Distribution and Assignment of Overtime

Management will attempt to assign overtime work as equitably as possible among all qualified Unit members 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.

Nothing herein is intended to abridge or limit the right of Management to determine the means and methods for the delivery of public services, including but not limited to decisions regarding staffing requirements and the use of overtime.

B. Method of Compensation

Compensation for overtime worked by Unit members shall be for all hours worked in excess of 160 hours in a 28-day deployment period pursuant to work schedules established under 207(k) of FLSA. The method of compensation, either cash or time off (booked overtime), shall be at the rate of one and one-half hours for each hour of overtime worked or in cash at one and one-half times the employee's regular rate of pay, at the discretion of Management.

C. Compensated Time Off (CTO)

1. Employees may, subject to Management discretion, be permitted to accumulate up to 80 hours of compensated time and take such accumulated time off for overtime worked upon request unless granting of such time would "unduly disrupt" the operations of the City department. This standard does not apply to non-FLSA overtime (i.e. overtime earned pursuant to this agreement that does not meet the FLSA definition of overtime). On occasion, employees may accumulate hours in excess of 80 hours for a temporary period of time. If an employee does not schedule and take time off over 80 hours for overtime prior to the end of the fiscal year in which the overtime was worked, management may require employees to use accumulated overtime that exceeds 80 hours prior to the end of the fiscal year; require employees to use such time in lieu of vacation or other leave time; or authorize cash payment. In the event sufficient funds are not available to provide cash compensation for all or a portion of the hours in excess of 80, management may extend the time limit for a period not to exceed one year. In accordance with FLSA, no employee shall lose accumulated time off.

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

ARTICLE 6.5 ACTING PAY ASSIGNMENT

- A. Whenever Management assigns a non-supervisory employee as an acting on-site supervisor in the temporary absence of a full-time supervisor, such employee shall become eligible for additional compensation upon completion of a qualifying period of 15 consecutive working days in such assignment at his/her regular rate of compensation. Paid or unpaid absences of more than three days during a qualifying period shall extend the qualifying period by the length of the absence.
- B. Starting with the first working day following completion of a qualifying period, the employee shall receive the second premium level rate above the appropriate step rate of the salary range prescribed for his/her class, for each day on duty (present 50% or more of the work day) as an acting on-site supervisor. However, the maximum pay rate for such duty shall be limited to the top step of the salary or range, or the hourly wage rate which has been established as compensation for the position to which the employee has been assigned.
- C. Each acting pay assignment shall require completion of a new qualifying period each fiscal year, except that an assignment that continues from one fiscal year into a new fiscal year shall not require a new qualifying period for that assignment.
- D. Any Management determination or decision pertaining to the implementation, interpretation, application, administration, or cancellation of any or all the provisions of this Article shall be final and conclusive and shall not be subject to the grievance procedure herein.

ARTICLE 6.6 OUT-OF-CLASS ASSIGNMENTS

Management retains its right to assign employees to duties and responsibilities not specifically included in the employee's class specifications whenever emergencies or operational necessities require. If such an assignment exceeds 30 working days, Management will initiate the necessary action to fill the position at the proper level or otherwise prevent the occurrence of an out-of-class assignment.

ARTICLE 6.7 DISTURBANCE CALL PAY

Whenever an employee is contacted while on off-duty status to immediately perform a work-related task, such as furnishing work-related information or take immediate action needed to maintain the continuity of City business, without the necessity of having to personally report for duty, said employee shall receive a minimum of one hour of compensation at the overtime rate of time and one-half (1 ½) in cash for each such incident.

Work in excess of one (1) hour shall be treated in accordance with Article 6.3 and subject to the following limitation: Any employee receiving On Call Compensation for the same day shall not be eligible to receive compensation under this Article for that day.

ARTICLE 6.8 LICENSE FEES

Unit members who are required by their appointing authority to obtain and maintain a valid class A or B California Driver's license, not otherwise required as a condition of employment, shall be reimbursed by his/her appointing authority for the fees required to obtain and renew such license(s).

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

ARTICLE 6.9 LEAD PAY ASSIGNMENTS

Employees who are designated and assigned by management to perform a lead pay assignment, either on a regularly assigned or on a daily basis, shall receive compensation at the second premium level rate above the appropriate step of the salary range prescribed for the class, while so assigned. Operative at the start of the payroll period following Council adoption of this MOU, compensation under this provision shall be pension based for any unit member that is regularly assigned by Management for a lead pay assignment.

The designation, re-designation or removal of a lead pay assignment shall be a Management prerogative and may occur any time Management deems it appropriate. Such Management decisions shall be final and conclusive and shall not be subject to the grievance procedure herein. Nothing in this Section, however, is intended to deny the premium payment specified herein to an employee who has been assigned, has qualified and has performed the lead pay assignment in accordance with the provisions of this Article.

Lead pay assignments shall include but are not necessarily limited to liaison field duties for customer departments and area patrol divisions; specific facility post assignments, City Hall, Mayor's office, Council Chambers and City Attorney's Office; and Special Events section, Training and Court Liaison.

ARTICLE 6.10 RETIRED MEMBER BADGE

During the term of this MOU, Management shall continue the current practice of entitling unit members who retire under the Los Angeles City Employees' Retirement System in good standing to a department issued retirement badge.

ARTICLE 6.11 CONCEALED WEAPONS

As a result of integration into the Los Angeles Police Department and the Law Enforcement Officer Safety Act of 2004, current Unit members and qualified retired employees shall be authorized to carry concealed weapons while off duty. This authorization is contingent upon meeting the criteria set forth in 18 U.S. Code 926 B and 926 C.

SECTION 6.0 COMPENSATION

ARTICLE 6.1 SALARIES

- A. Salary ranges set forth in Appendix A through D will become operative as follows:

Appendix A	July 1, 2014
Appendix B	June 26, 2016
Appendix C	July 9, 2017
Appendix D	January 7, 2018

- B. A Unit member who is undergoing training in the Police Academy as an Airport Police Officer I (3225-1) shall be placed on salary step 1 of the pay scale for the full duration of his/her academy training.
- C. A Unit member who graduates from the Police Academy and is undergoing a twelve-month field training during a probationary period as an Airport Police Officer I shall, upon academy graduation, advance to salary step 2 for the full duration of the field probationary training.
- D. A Unit member who, upon completion of his/her twelve-month field probationary training, shall promote from the class and pay grade of Airport Police Officer I (3225-1) to the class and pay grade of Airport Police Officer II (3225-2) and be placed on the appropriate salary step in accordance with LAAC Section 4.91(a)(1).
- E. The parties agree and understand that pay grades are designated by Department management based on the assigned duties of certain specialized units. A Unit member who is reassigned by management shall receive a lower pay grade unless the member is reassigned to another specialized unit in which case the member will continue to receive the higher pay grade. A Unit member who voluntarily moves from one position to a position in a lower pay grade shall receive the lower pay grade. Nothing in this section shall be construed to limit an officer's ability to appeal/grieve a reduction in compensation pursuant to the Public Safety Officers Procedural Bill of Rights Act (as contained in Government Code sections 3300 through 3313, inclusive).

ARTICLE 6.2 LENGTH OF SERVICE PAY

- A. Any member of this Unit shall be eligible for longevity pay based upon the aggregate number of years served as a sworn employee of the Department of Airports. Such longevity pay is subject to the following conditions.
- B. Upon the certification to the Controller by Department of Airports management that a member has completed the prescribed number of aggregate years of service as a sworn member of the Department of Airports and that such member's standard of service is satisfactory, such member shall receive the following compensation in addition to the biweekly salary prescribed for the class pay grade.
 - 1. Upon completion of ten years and until the completion of 15 years of aggregate service, a Unit member shall receive \$100 biweekly.
 - 2. Upon completion of 15 years and until the completion of 20 years of aggregate service as a sworn member of the Airports Department, a Unit member shall receive an additional \$200 biweekly.
 - 3. Upon completion of 20 years of aggregate service as a sworn member of the Department of Airports, a Unit member shall receive an additional \$300 biweekly.
- C. No other members of the Department of Airports employed in any class other than Airport Police Officer or Airport Safety Officer shall be eligible to receive longevity pay.
- D. A longevity bonus pay amount shall be treated as an "add to rate" and shall be pension based.

ARTICLE 6.3 CALL BACK PAY

Whenever an employee is ordered by Department management to return to duty following the termination of his/her work shift and departure from his/her work location, he/she shall receive a minimum payment equivalent to four hours of pay at the overtime rate.

ARTICLE 6.4 OVERTIME

- A. A Section 7(k) work period exemption under the Fair Labor Standards Act (FLSA) 29 United States Code (U.S.C.) §207(k) is hereby continued for all employees in this Unit.

- B. Distribution of Overtime

Department 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.

- C. Rate and Methods of Compensation

Compensation for overtime worked by employees in classifications listed in the Appendices herein shall be for all hours worked in excess of 160 hours in a 28-day deployment period including all absences with pay authorized by law. Compensation for these employees shall be in cash or time off (compensatory time off) at the rate of one and one-half (1½) the employee's regular (permanent) rate of pay. The method of compensation, either cash or compensatory time off (CTO), shall be at the discretion of management. CTO must be approved in advance by the General Manager or his/her designee. Accumulation of CTO shall not exceed 120 hours per employee. At any time, the General Manager or his/her designee may direct that any CTO be paid in cash. A Unit member may request to receive cash in exchange for accumulated CTO at any time and the approval of such requests are at the sole discretion of Management.

ARTICLE 6.5 ACTING PAY ASSIGNMENTS

- A. Whenever Management assigns a non-supervisory employee as an acting on-site supervisor in the temporary absence of a full-time supervisor, such employee shall become eligible for additional compensation upon completion of a qualifying period of 15 working days in such assignment at his/her regular rate of compensation. Paid leave time off taken during a qualifying period shall extend the 15-day qualifying period by the length of the absence.
- B. Starting with the first working day following completion of a qualifying period, the employee shall receive the first premium level rate above the appropriate step rate of the salary range prescribed for his/her class, for each day on duty as an acting on-site supervisor. However, the maximum pay rate for such duty shall be limited to the top step of the salary or range, or the hourly wage rate which has been established as compensation for the position to which the employee has been assigned.

- C. Each acting pay assignment shall require completion of a new qualifying period each fiscal year, except that an assignment that continues into a new fiscal year shall not require a new qualifying period for that assignment.
- D. Any Management determination or decision pertaining to the implementation, interpretation, application, administration or cancellation of any or all the provisions of this Article shall be final and conclusive and shall not be subject to the grievance procedure herein.

ARTICLE 6.6 OFF-DUTY STANDBY COMPENSATION

- A. Notwithstanding any other provision of this MOU, Unit members who are assigned by the Airport Police Chief or his/her designee to standby for nights and weekends, will receive one hour of compensation at straight time for every six hours they are required to standby. The use of standby is based solely on operational needs and may be relinquished at any time. Under no circumstances shall Unit members be assigned to standby in the Patrol Unit, unless in an emergency.
- B. Time spent on duty during the period of standby will be deducted from the total time the employee is on standby, not from the time accumulated as compensated standby time.
- C. Example: An employee is on weekend standby. The total time of standby is sixty hours. The employee is required to report for duty for six hours. The six hours are subtracted from sixty hours leaving fifty-four hours of total standby time. Fifty-four is divided by six, which equals nine hours of straight time compensation for standby. The employee will also receive six hours of time-and-one-half overtime for responding to the call out.
- D. For purposes of computing the amount of compensation due for time spent on duty, the time spent on duty will commence at the time the individual reports to the designated place of assignment and will terminate at the time when the employee is released from duty. Under no condition will time be allowed for travel.

ARTICLE 6.7 ADMINISTRATIVE CODE SECTION 4.61

Consistent with previous agreement, the noise provisions of Note K contained in LAAC Section 4.61 shall no longer apply to members of this Unit.

ARTICLE 6.8

SALARY OVERPAYMENTS/UNDERPAYMENTS

- A. In the event a Unit member is erroneously overpaid by the City, the member will be notified in writing of the amount of the overpayment and will be provided with an explanation of the circumstances which led to the overpayment. The notification will also contain a proposed repayment schedule and shall give the member a specific period of time to dispute the overpayment or request an alternative repayment schedule. Any such alternative repayment plan must be acknowledged in writing by the member and the authorized Department representative. If the member does not dispute the overpayment or request an alternative repayment schedule in the specified time period, the Department will commence payroll deductions to recoup the amount of the overpayment in accordance with the proposed repayment schedule in cases involving the City's failure to deduct negotiated health care premiums or pension contributions. In all other cases, the Department may refer the matter to the Office of Finance for collection. The biweekly deduction amounts shall not exceed the biweekly amounts that were overpaid to the member unless the member agrees in writing to an increased amount. (For example, if a member was overpaid \$50 biweekly, the repayment will occur at a rate of no more than \$50 biweekly).
- B. In the event a Unit member is erroneously underpaid by the City, the member will notify the City in writing of the amount of the underpayment. An authorized Department representative will verify the Unit member's claim and determine the appropriate amount of the underpayment. Upon approval by the Department representative, the Unit member will receive the underpayment amount within a reasonable and timely manner.

SECTION 5.0 COMPENSATION

ARTICLE 5.1 WORK SCHEDULES AND HOURS OF WORK

Pursuant to the Fair Labor Standards Act (FLSA), employees shall have a fixed workweek that consists of a regular recurring period of 168 consecutive hours (seven 24-hour periods), which can begin and end on any day of the week and at any time of the day. The designated workweek for an employee may be changed only if the change is intended to be permanent and not designed to evade overtime requirements of the FLSA. The normal hours of work for Crossing Guard are divided into a morning period, lunch period, and afternoon period. Some employees work only a morning period and afternoon period. The schedule for each corner will be determined by the City and communicated to the employees. Hours between the morning period, lunch period and afternoon period shall be free time for employees. Employees shall not be restricted in their movement during these hours between morning period, lunch period and/or afternoon period.

Any employee may be called in as needed to fill a vacancy.

Nothing herein shall guarantee to any employee a specific number of hours per day, or days per week, or weeks per month of employment. The City shall have the right to adjust hours based upon the needs of the individual school or the City of Los Angeles. The City agrees, however, that it will, as a matter of course, advise the Union anytime an established corner is eliminated, including the reason for the elimination. The City also agrees that it will, upon request by the Union, advise the Union of reductions in the number of scheduled hours of a given corner, and the reason therefor.

A regularly assigned Crossing Guard whose scheduled work day is shortened due to an unplanned, unannounced change in a school schedule (less than prior day notice) or an emergency shall be paid the regularly scheduled number of hours for any such day.

A regularly assigned Crossing Guard who is temporarily assigned to a corner with less scheduled hours than the employee's regular corner shall be paid the number of hours of her/his regular assignment for a maximum of two days of the temporary assignment. Thereafter, the employee shall be paid in accordance with the actual hours worked. Management shall make every reasonable effort to ensure that the temporary assignment does not extend past the maximum two day limit, decreasing the amount of hours paid the regularly assigned Crossing Guard.

An alternate Crossing Guard assigned as a "secondary guard" on a corner requiring two guards, and which assignment includes the last shift of the day shall receive the "last shift" bonus hour in accordance with Salary Note "B(1)" of Appendix A herein.

ARTICLE 5.2 OVERTIME

For all employees in this Unit, compensation for overtime shall be for all hours worked in excess of 40 hours in a workweek. Compensation for overtime shall be in cash at one and one-half times the employee's regular rate of pay. Hours not worked but paid for, such as holidays, vacation time, sick leave or bonus time, shall not count toward the computation of hours worked for overtime purposes.

Hours between the morning period, lunch period, and afternoon period, which is unrestricted free time for employees, shall not constitute hours worked. Further, hours not worked when schools close early also shall not constitute hours worked for overtime purposes.

ARTICLE 5.3 MILEAGE

Pursuant to the provisions of Division 4, Chapter 5, Article 2 of the Los Angeles Administrative Code, employees authorized to use their personal vehicles in the performance of their duties shall be reimbursed for each mile traveled in any biweekly pay period at a rate equal to the Internal Revenue Service (IRS) annual standard car mileage allowance in effect at that time.

During the term of this MOU, the cents per mile reimbursement shall be increased or decreased to an amount equal to the annual standard car mileage allowance as determined by the IRS. The CAO shall certify to the Controller appropriate changes, if required, to become effective the beginning of the pay period in which January 1 falls, or on such other date as the IRS may determine.

ARTICLE 5.4 LEAD CROSSING GUARD

Section I - Designation

Management may at its discretion designate or re-designate any employee to perform as a lead guard. Management may make such designation or re-designation or remove such lead person at any time. Such designations or re-designations shall not be subject to the grievance procedure.

Section II - Compensation

Employees covered by this MOU who are designated by Management to regularly perform the duties of a lead guard, shall receive salary in accordance with Salary Note "C" of Appendix A herein.

ARTICLE 5.5 TEMPORARY LEAD CROSSING GUARD

Section 1 - Designation

Management may, at its discretion, designate any regular guard as a temporary lead guard for a period not to exceed 90 calendar days. Management may make or remove such designation as temporary lead guard at any time. Such designations and their removal shall not be subject to the grievance procedure or any other review under Article 9.0 of this MOU.

A regularly assigned Crossing Guard who is appointed as a temporary lead guard shall automatically have protection of assignment and be able to return to his/her regularly assigned corner at the end of his/her temporary lead guard assignment.

Section II - Compensation

During the term of this MOU, whenever Management designates a regular guard as a temporary lead guard, such employee shall become eligible for the "lead guard bonus" described in Salary Note "C" of Appendix A herein upon completion of a qualifying period of three (3) scheduled work days in such assignment at his/her regular rate of compensation. Starting with the first working day following completion of the three-day qualifying period, the employee shall receive compensation in accordance with Salary Note "C" of Appendix A herein.

SECTION 6.0 BENEFITS

ARTICLE 6.1 HEALTH INSURANCE

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

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

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

ARTICLE 24 FAIR LABOR STANDARDS ACT (FLSA)

Pursuant to the Fair Labor Standards Act (FLSA) all 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.

Section I - Hourly Employees (FLSA Non-Exempt)

Employees in this Unit who are employed in a class or pay grade (if the class has multiple pay grades) with a top step regular biweekly rate, without bonuses, at or below the top step regular biweekly rate for the class of Telecommunications Regulatory Officer I (Code 7650-1) in Council-controlled departments, shall be treated as hourly employees, in accordance with the provisions of the FLSA.

Section II - Salaried Employees (FLSA Exempt)

Employees in this Unit who qualify for exemption from the FLSA overtime provisions based upon duties and who are assigned to a class or pay grade (if the class has multiple pay grades) with a top step regular biweekly rate, without bonuses, above the top step regular biweekly rate for the class of Telecommunications Regulatory Officer I (Code 7650-1), shall be treated as salaried employees, in accordance with the provisions of the FLSA.

ARTICLE 25 SALARIED EMPLOYEES

Notwithstanding any LAAC and MOU provisions, or other City department rules and regulations to the contrary, salaried employees shall not be required to record specific hours of work for compensation purposes, although hours may be recorded for other purposes. These employees will be paid the predetermined salary for each biweekly pay period, as indicated in the Appendices, and shall not receive overtime compensation. Salaried employees shall not be subject to any deductions from salary or any leave banks for any absence from work for less than a full workday. This provision does not apply to long-term or recurring partial day absences that are authorized by the appropriate supervisor designated by management (e.g. intermittent leave/reduced work schedule for purposes of Family/Medical Leave).

Salaried employees shall not be subject to disciplinary suspension for less than a workweek (seven days; half of the biweekly pay) unless based on violations of a safety rule of major significance. Salaried employees shall be subject to the revised Department of Labor FLSA regulations pertaining to disciplinary suspensions of FLSA exempt employees (§ 541.602(b)(5)) effective the start of the pay period following the date the City Council approves this MOU. Under said revised regulations, salaried employees shall not be subject to disciplinary suspension for less than a workweek (seven days; half of the biweekly pay) unless the discipline is based on violations of a safety rule of major significance or misconduct.

The appointing authority of each City department may grant time off for hours worked due to unusual situations.

ARTICLE 26 WORK SCHEDULES

The City may assign employees to work a five/forty, four/ten, nine/eighty, or other work schedule. The City 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 the City may require employees to change their work schedules (working hours or change days off, except the split day) within the same FLSA workweek. The designated workweek for an employee may be changed only if the change is intended to be permanent and not designed to evade overtime requirements of the FLSA.

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

ARTICLE 27 OVERTIME FOR HOURLY EMPLOYEES

Section I - Assignment of Overtime

The City will attempt to assign overtime work as equitably as possible among all qualified hourly employees in the same classification, in the same organizational unit and work location. However, the City 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 (hourly) 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 - Overtime Compensation

Notwithstanding Sections 4.1133 - 4.117 of the LAAC, 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 hourly employees in this Unit 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 the rate of one and one-half (1½) times the employee's regular rate of compensation. Method of compensation shall be at the discretion of the City. Current practices in the Harbor Department, which may conflict with the referenced Administrative Code provisions shall be continued.

Section III - Compensatory Time Off

Hourly employees may, subject to City's discretion, be permitted to accumulate up to 80 hours of compensatory time off (CTO). On occasion, employees may accumulate CTO in excess of 80 hours for a temporary period of time. If an employee does not schedule and take CTO over 80 hours prior to the end of the fiscal year in which the overtime was worked, the City may require employees to use CTO prior to the end of the fiscal year; require employees to use such time in lieu of vacation or other leave time; or authorize cash payment. In the event sufficient funds are not available to provide cash compensation for all or a portion of the CTO hours in excess of 80, the City may extend the time limit for a period not to exceed one year.

In accordance with FLSA, no employee shall lose CTO. Employees shall be permitted to take CTO for overtime worked upon request unless granting of such time would "unduly disrupt" the operations of the City department. This standard does not apply to non-FLSA overtime (i.e. overtime earned pursuant to this agreement that does not meet the FLSA definition of overtime).

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

ARTICLE 28 1040/2080 PLAN

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

ARTICLE 29 JURY SERVICE

An employee duly summoned to attend any court of competent jurisdiction for the purpose of performing jury service shall, for those days during which jury service is actually performed and those days necessary to qualify for jury service, receive his/her regular salary. The absence of the employee for the purpose of performing jury service shall be deemed to be an authorized absence with pay within the meaning of Section 4.75 of the LAAC.

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

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

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

ARTICLE 30 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 time off with pay in the amount of the difference between the employee's regular earnings and any amount he/she receives for 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 31 COURT APPEARANCES

When an hourly employee in this Unit is required to appear in a court of competent jurisdiction 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 one and one-half (1½) times his/her regular rate of pay. Time spent in excess of the one-hour minimum guarantee shall also be at the rate of one and one-half (1½) times the employee's regular rate of pay, payable in 6-minute increments. Provided however, that no such compensation shall be allowed unless the employee is in actual attendance in court. Such compensation for court appearances may be in either time off or cash. Current practices in the Police Department shall continue.

The provisions of this Article shall not apply to an employee in this Unit who is an assistant general manager of a City department or an assistant bureau director of the Department of Public Works or any unit employee who is a salaried employee. However, such employees may be granted time off in unusual cases subject to the approval of the appointing authority.

ARTICLE 32 SALARIES

The parties to this MOU jointly recommend to the City Council approval of the salaries set forth in the attached Salary Appendices. These appendices shall incorporate the agreement of the parties that effective December 13, 2015, employees will be subject to a new salary step structure and that effective June 25, 2017, employees covered by this MOU shall receive a two percent (2%) salary increase.

A. SALARY STEPS

Effective December 13, 2015, notwithstanding LAAC Section 4.92, a new 12-step salary structure will be established as follows:

1. Three additional salary steps will be added to the lower end of each salary range (Steps 1, 2, and 3). These new steps shall be separated by one premium level.*
 - a. Employees hired into trainee-level positions shall be hired at Step 1 and shall remain on Step 1 for the duration of a twelve (12) month probationary period. Trainee-level position hourly wages will begin one premium level below the entry level of the targeted Civil Service classification which will not be below \$15.00 per hour.
 - b. Employees hired into non-trainee positions shall be hired at Step 2 (or appropriate higher step in accordance with applicable MOU provisions or LAAC Section 4.90).
 - c. Employees shall remain on Steps 2 and 3 for nine (9) months each.
2. Current Steps 1 through 5 will be renumbered Steps 4 through 8. These steps will be separated by two premium levels (Step 4 will be one premium level above Step 3). Employees shall advance to each subsequent step after twelve (12) months.
3. Current Steps 6 through 8 will be renumbered Steps 9 through 11. These steps will be separated by one premium level (Step 9 will be one premium level above Step 8). Employees shall advance to each subsequent step after twelve (12) months.
4. A new Step 12 will be created which will be one premium level above Step 11. No employee shall be eligible to move to Step 12 sooner than January 7, 2018.

*On the City's salary range tables, each premium level is equal to approximately 2.75%.

B. SALARY ADJUSTMENTS

1. Effective January 7, 2018, each employee who is compensated on a salary range will advance one step on the salary range regardless of their step or step anniversary date.
2. Effective January 7, 2018, each employee who is employed in a flat-rated classification shall receive a salary adjustment of 2.75%.

3. Effective January 7, 2018, each employee in a classification on a salary range, who is on a fixed step (does not move up the salary range), shall receive a pensionable “adds to rate” salary adjustment of 2.75% while in that classification.

C. EXTENSION OF STEP ADVANCEMENT DATE

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

D. CONSECUTIVE APPOINTMENTS WITHIN A 12-MONTH PERIOD

Consecutive appointments or assignments to positions with the same top step salary rate in the 12-months (2,080 hours) following an appointment or assignment shall be treated as one appointment or assignment for step advancement purposes.

E. APPOINTMENTS TO NEW POSITIONS WITH THE SAME OR LOWER SALARY RANGE

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

F. CIVIL SERVICE EXEMPT HALF-TIME EMPLOYEES

The initial salary step advancement for a half-time, but less than full-time, employee in a position compensated on a salary range shall be in the payroll period following the completion of 1,040 regular paid hours and 12 months of service. Each subsequent step advancement shall be in the payroll period following the completion of 1,040 additional regular paid hours and one additional year of service. Hours of service in excess of those required for step advancement in a 12-month time period shall be carried forward for credit in the next 12-month time period.

G. PROMOTIONAL DIFFERENTIAL

Notwithstanding the rate provided for in LAAC Section 4.91, effective December 13, 2015, employees who receive a promotion shall be moved to the salary step

ARTICLE 27 OVERTIME FOR HOURLY EMPLOYEES

Section I - Assignment of Overtime

The City will attempt to assign overtime work as equitably as possible among all qualified hourly employees in the same classification, in the same organizational unit and work location. However, the City 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 (hourly) 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 - Overtime Compensation

Notwithstanding Sections 4.1133 - 4.117 of the Los Angeles Administrative Code, 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 hourly employees in this Unit 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 the rate of one and one-half (1½) times the employee’s regular rate of compensation. Method of compensation shall be at the discretion of the City. Current practices in the Harbor Department, which may conflict with the referenced Administrative Code provisions shall be continued.

Section III - Compensatory Time Off

Hourly employees may, subject to City’s discretion, be permitted to accumulate up to 80 hours of compensatory time off (CTO). On occasion, employees may accumulate CTO in excess of 80 hours for a temporary period of time. If an employee does not schedule and take CTO over 80 hours prior to the end of the fiscal year in which the overtime was worked, the City may require employees to use CTO prior to the end of the fiscal year; require employees to use such time in lieu of vacation or other leave time; or authorize cash payment. In the event sufficient funds are not available to provide cash compensation for all or a portion of the CTO hours in excess of 80, the City may extend the time limit for a period not to exceed one year.

In accordance with FLSA, no employee shall lose CTO. Employees shall be permitted to take CTO for overtime worked upon request unless granting of such time would “unduly disrupt” the operations of the City department. This standard does not apply to non-FLSA overtime (i.e. overtime earned pursuant to this agreement that does not meet the FLSA definition of overtime).

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

ARTICLE 28 1040/2080 PLAN

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

ARTICLE 29 JURY SERVICE

The City's present practice of payment of salary during Jury Service will be continued during the term of this Memorandum of Understanding. Such practice of payment shall be in accordance with Section 4.111 of the Los Angeles Administrative Code.

ARTICLE 30 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 time off with pay in the amount of the difference between the employee's regular earnings and any amount he/she receives for 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 31 COURT APPEARANCES

When an hourly employee in this Unit is required to appear in a court of competent jurisdiction 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 one and one-half (1½) times his/her regular rate of pay. Time spent in excess of the one-hour minimum guarantee shall also be at the rate of one and one-half (1½) times the employee's regular rate of pay, payable in 6-minute increments. Provided however, that no such compensation shall be allowed unless the employee is in actual attendance in court. Such compensation for court appearances may be in either time off or cash. Current practices in the Police Department shall continue.

The provisions of this Article shall not apply to an employee in this Unit who is an assistant general manager of a City department or an assistant bureau director of the Department of Public Works or any unit employee who is a salaried employee. However, such employees may be granted time off in unusual cases subject to the approval of the appointing authority.

ARTICLE 32 SALARIES

- A. The parties to this Memorandum of Understanding jointly recommend to the City Council approval of the salary ranges set forth in Appendices A through F.
- B. The salaries as set forth in Appendix A, shall become operative July 1, 2007.
- C. The salaries as set forth in Appendix B, shall become operative January 1, 2008.
- D. The salaries as set forth in Appendix C, shall become operative July 1, 2008.
- E. The salaries as set forth in Appendix D shall become operative July 1, 2009.
- F. The salaries as set forth in Appendix E shall become operative July 1, 2010.
- G. The salaries as set forth in Appendix F shall become operative July 1, 2011.

ADDITIONAL SALARY ADJUSTMENTS

- H. Employees on Five-Step Salary Ranges
 - 1. Effective January 1, 2010, Unit employees with at least twelve (12) months of service in their current classification at step 5 of the salary range on or after January 1, 2010 shall receive a salary adjustment of 2.75%.
 - 2. Effective January 1, 2011, Unit employees at step 5 of the salary range who received the salary adjustment provided for in H.1., above, shall receive an additional salary adjustment of 2.75% twelve months after receiving the adjustment in H.1.
 - 3. Effective January 1, 2012, Unit employees at step 5 of the salary range who received the adjustment provided for in H.2., above, shall receive an additional salary adjustment of 2.75% twelve months after receiving the adjustment in H.2.
 - 4. Employees in the classes of Executive Director Commission on the Status of Women, Code 9225, and Executive Director Human Relations Commission, Code 9020, shall receive a salary adjustment of 2.75% effective on each of the following dates: January 1, 2010, January 1, 2011, January 1, 2012.

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

ARTICLE 33 ADVANCE STEP HIRE

Notwithstanding LAAC Section 4.90, the department/bureau head may authorize the appointment of a civil service exempt assistant general manager to a step above the lowest step in the salary range, with the approval of the City Administrative Officer.

period, a half-time employee will be allowed prorated benefits as described herein.

ARTICLE 29 OVERTIME

A. Assignment of Overtime

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

B. Non-emergency Overtime

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

C. Rate and Method of Overtime Compensation

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

D. Compensated Time Off

Employees may, subject to Management discretion, be permitted to accumulate up to 80 hours of compensatory time off (CTO). On occasion, employees may accumulate CTO in excess of 80 hours for a temporary period of time. If an employee does not schedule and take CTO over 80 hours prior to the end of the fiscal year, Management may require employees to use CTO prior to the end of the fiscal year; require employees to use such time in lieu of vacation (unless the mandatory use of CTO would result in the loss of vacation accumulation) or other leave time; or authorize cash payment. In the event sufficient funds are not

available to provide cash compensation for all or a portion of the CTO hours in excess of 80, Management may extend the time limit for a period not to exceed one year.

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

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

E. 1040/2080 Plan

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

ARTICLE 30 TRAVEL ALLOWANCE

Management's present practice with respect to travel allowances will be continued during the term of the MOU. Such practice shall be in accordance with Sections 4.220 - 4.226 of the LAAC.

ARTICLE 31 SICK LEAVE BENEFITS

Management's practices with regard to sick leave benefits will be continued during the term of this MOU. Such practices shall be in accordance with Sections 4.126, 4.126.2, and 4.128 of the LAAC, with the following exceptions:

A. Preventive Medical Treatment

Twenty-four (24) hours of one hundred percent (100%) sick leave may be used to secure preventive medical treatment for the employee and for the members of the employee's immediate family.

Effective December 27, 2015 the total number of hours of 100% sick leave that may be used to secure preventive medical treatment shall increase to forty (40)

SECTION 6.0 COMPENSATION

ARTICLE 6.1 SALARIES AND POST

- A. Salary ranges for classifications represented in this Unit are set forth in the Appendices to this MOU and effective as indicated therein.
- B. A Unit member who is undergoing training in the Police Academy as a Port Police Officer I (3221-1) shall be placed on salary step 1 of the pay scale for the full duration of his/her academy training.
- C. A Unit member who graduates from the Police Academy and is undergoing field training during a probationary period as a Port Police Officer I shall, upon academy graduation, advance to salary step 2 for the full duration of the field probationary training.
- D. A Unit member who, upon completion of his/her field probationary training, shall promote from the class and pay grade of Port Police Officer I (3221-1) to the class and pay grade of Port Police Officer II (3221-2) and be placed on the appropriate salary step in accordance with LAAC Section 4.91(a)(1).
- E. Notwithstanding the above provisions, the parties agree and understand that pay grades are designated by Management based on the assigned duties of certain specialized units. A Unit member who is reassigned by Management shall receive a lower pay grade unless the member is reassigned to another specialized unit in which case the member will continue to receive the higher pay grade. A Unit member who voluntarily moves from one position to a position in a lower pay grade shall receive the lower pay grade. Nothing in this section shall be construed to limit an officer's ability to appeal/grieve a reduction in compensation pursuant to the Public Safety Officers Procedural Bill of Rights Act.

EFFECTIVE JULY 1, 2014

- A. A Unit member who holds or has successfully completed the requirements for a Basic POST Certificate and has presented this certificate to Harbor Department management shall receive a bonus equal to three percent of regular pay. This additional compensation for holding a Basic POST Certificate is a pension-based, add to rate bonus.
- B. A Unit member who holds or has successfully completed the requirement for an Intermediate POST Certificate and has presented this certificate to Harbor Department management shall receive a bonus equal to one percent of regular pay. This additional compensation for holding an Intermediate POST Certificate is a pension-based, add to rate bonus.
- C. A Unit member who holds or has successfully completed the requirement for an Advanced POST Certificate and has presented this certificate to Harbor Department management shall receive an additional bonus of two percent of regular pay. This additional compensation for holding an Advanced POST Certificate is a pension-based, add to rate bonus.
- D. The date of issuance on said Certificate shall be the operative date for the award of the bonus for payroll purposes, except when new employees possess a POST Certificate upon employment, then the date for the award of the bonus shall be the date of employment.
- E. Provisions of this Article shall not be grievable.

EFFECTIVE AUGUST 9, 2015

- A. A Unit member who holds or has successfully completed the requirement for an Intermediate POST Certificate and has presented this certificate to Harbor Department management shall receive a bonus equal to one percent of regular pay. This additional compensation for holding an Intermediate POST Certificate is a pension-based, add to rate bonus.
- B. A Unit member who holds or has successfully completed the requirement for an Advanced POST Certificate and has presented this certificate to Harbor Department management shall receive an additional bonus of two percent of regular pay. This additional compensation for holding an Advanced POST Certificate is a pension-based, add to rate bonus.

- C. The issuance date a POST Certificate shall be the operative date for the award of the bonus for payroll purposes, except when new employees possess a POST Certificate upon employment, in which case the date for the award of the bonus shall be the date of employment.
- D. Provisions of this Article shall not be grievable.
- E. Upon implementation of Salary Appendix B of this MOU, all Unit members who are employed in the classification and pay grade of Port Police Officer III (3221-3) and Port Police Sergeant (3222) shall be advanced one salary step regardless of their salary step anniversary date.

ARTICLE 6.2 LENGTH OF SERVICE PAY

- A. Any Unit member who is employed as a Port Police Officer II or III shall be eligible for longevity pay based upon the number of years served as a Port Police Officer II or III at the Harbor Department. Upon certification to the City Controller by Harbor Department management that a member has completed the prescribed number of years of service at the Harbor Department as a Port Police Officer II or III and that such member's standard of service is satisfactory, such member shall receive compensation in addition to the regular biweekly rate prescribed for the class and pay grade computed as follows:
 - 1. Upon completion of ten years of service and until the completion of 15 years of service, an officer shall receive an amount equal to 2.75% above the top step regular pay hourly rate for Port Police Officer II as calculated by the City Administrative Officer.
 - 2. Upon completion of 15 years, an officer shall receive an amount equal to 2.75% (on top of the 2.75% bonus earned for ten to 15 years of service) above the top step regular pay hourly rate for Port Police Officer II as calculated by the City Administrative Officer.
- B. A Port Police Officer II or III shall be allowed to continue to receive longevity pay for a period of six months following an initial notice of unsatisfactory service. If during the six-month period the Port Police Officer II or III does not achieve a satisfactory standard of service, the Port Warden II shall certify to the City Controller that the employee's service has been unsatisfactory, and the payment of longevity pay for the employee will cease until such time as the Port Warden II again certifies that the employee has achieved a satisfactory standard of service.
- C. This additional pay is a pensionable sum and is treated as an "add to rate".

ARTICLE 6.3 CALL BACK PAY

Whenever employees are ordered to return to duty following the termination of their work shift and departure from their work location, they shall receive a minimum payment equivalent to four hours of overtime pay.

ARTICLE 6.4 OVERTIME

A 7(k) work period, pursuant to the Fair Labor Standards Act (FLSA) and 29 United States Code (U.S.C.) §207(k), is hereby continued for employees in this Unit.

A. Distribution of Overtime

Harbor Department 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, Harbor Department management may consider special skills required to perform particular work.

B. Method of Compensation

1. Compensation for overtime worked by Unit members shall be for all hours worked in excess of 40 hours in a work week including all absences with pay authorized by law. The method of compensation, either cash or time off (book overtime), will be at the discretion of Harbor Department management. Overtime compensation (cash or booked) shall be at the rate of one and one-half (1 ½) of the employee's regular base rate of pay and will be accounted for in increments of six minutes. Book overtime must be approved by the Division Head or designee. Accumulation of book overtime is limited to 120 hours per employee. At any time, Harbor Department management may direct that any accumulated book overtime be paid in cash. A Unit member may request to receive cash in exchange for book overtime at any time and the decision on the requests are at the sole discretion of Harbor Department management.
2. Note: For payroll purposes, overtime consisting of partial hours shall be paid in cash. For example, if an employee worked 10.75 hours of overtime, ten hours can be paid in cash or booked (at the discretion of management) and .75 hours shall be paid in cash.

C. Timekeeping Records

A record of mandatory overtime hours worked shall be maintained and displayed in a common area accessible to all sworn staff in accordance with Department procedures. Under no circumstances shall hours worked be recorded or maintained in an informal manner commonly known as "white time" or in a manner inconsistent with established policies and procedures.

ARTICLE 6.5 ACTING PAY ASSIGNMENTS

- A. Whenever Harbor Department management assigns a non-supervisory employee as an acting on-site supervisor in the temporary absence of a full-time supervisor, such employee shall become eligible for additional compensation upon completion of a qualifying period of 15 working days in such assignment at his/her regular rate of compensation. Paid leave time off taken during a qualifying period shall extend the 15-day qualifying period by the length of the absence.
- B. Starting with the first working day following completion of a qualifying period, the employee shall receive the first premium level rate above the appropriate step rate of the salary range prescribed for his/her class, for each day on duty as an acting on-site supervisor. However, the maximum pay rate for such duty shall be limited to the top step of the salary or range, or the hourly wage rate which has been established as compensation for the position to which the employee has been assigned.
- C. Each acting pay assignment shall require completion of a new qualifying period each fiscal year, except that an assignment that continues from one fiscal year into a new fiscal year shall not require a new qualifying period for that assignment.
- D. Any Management determination or decision pertaining to the implementation, interpretation, application, administration, or cancellation of any or all the provisions of this Article shall be final and conclusive and shall not be subject to the grievance procedure herein.

ARTICLE 6.6

SALARY OVERPAYMENTS/ UNDERPAYMENTS

- A. In the event a Unit member is erroneously overpaid by the City, the member will be notified in writing of the amount of the overpayment and will be provided with an explanation of the circumstances which led to the overpayment. The notification will also contain a proposed repayment schedule and shall give the member a specific period of time to dispute the overpayment or request an alternative repayment schedule. Any such alternative repayment plan must be acknowledged in writing by the member and the authorized Department representative. If the member does not dispute the overpayment or request an alternative repayment schedule in the specified time period, the Department will commence payroll deductions to recoup the amount of the overpayment in accordance with the proposed repayment schedule. The biweekly deduction amounts shall not exceed the biweekly amounts that were overpaid to the member unless the member agrees in writing to an increased amount. (For example, if a member was overpaid \$50 biweekly, the repayment will occur at a rate of no more than \$50 biweekly).
- B. In the event a Unit member is erroneously underpaid by the City, the member will notify the City in writing of the amount of the underpayment. An authorized Department representative will verify the employee's claim and determine the appropriate amount of the underpayment. Upon approval by the Department representative, the employee will receive the underpayment amount within a reasonable and timely manner.

SECTION 6.0 COMPENSATION

ARTICLE 6.1 SALARIES

- A. The salary ranges shown in Appendix A will become operative as follows:

<u>Appendix</u>	<u>Operative Date</u>
Appendix A	July 1, 2014
Appendix B	June 26, 2016
Appendix C	July 9, 2017
Appendix D	January 7, 2018

- B. The annual salary for Senior Airport Safety Officer is based upon a work year of 2,922 hours. The bi-weekly amount reflects the annual salary divided by the number of City pay periods per year.
- C. The parties agree and understand that pay grades are designated by Management based on the assigned duties of certain specialized units. A Unit member who voluntarily moves from one position to a position in a lower pay grade shall receive the lower pay grade. Nothing in this section shall be construed to limit an officer's ability to appeal/grieve a reduction in compensation pursuant to the Public Safety Officers Procedural Bill of Rights Act.
- D. Effective June 26, 2016, all Unit members regardless of their salary step anniversary date shall be advanced one salary step consistent with the implementation of a new six-step salary scale as illustrated in Appendix B of this MOU.

ARTICLE 6.2 CALL BACK PAY

Whenever employees, except those assigned to 24-hour shifts, are ordered to return to duty following the termination of their work shift and departure from their work location, they shall receive a minimum payment equivalent to four hours premium pay.

ARTICLE 6.3 OVERTIME

- A. A Section 7(k) work period, pursuant to the Fair Labor Standards Act (FLSA) and 29 United States Code (U.S.C.) §207(k), is hereby continued for employees in this unit.
- B. 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.
- C. Compensation for overtime worked by Unit members shall be made in accordance with current practices, all provisions of the overtime resolution for the Department of Airports, and the Fair Labor Standards Act. Except otherwise specified in this MOU for platoon duty personnel, only hours worked in excess of 40 hours in a work week including all absences with pay authorized by law, shall be credited toward computation of overtime.

ARTICLE 6.4 ACTING ASSIGNMENT PAY

- A. Whenever Management assigns an employee to act in the temporary absence of a higher level vacancy, such employee shall become eligible for additional compensation upon completion of a qualifying period of 15 working days in such assignment at his/her regular rate of compensation. Paid leave time off taken during a qualifying period shall extend the 15-day qualifying period by the length of the absence.
- B. Starting with the first working day following completion of a qualifying period, the employee shall receive 2.75% above the appropriate step rate of the salary range prescribed for his/her class, for each day on duty as an acting on-site supervisor. However, the maximum pay rate for such duty shall be limited to the top step of the salary or range, or the hourly wage rate which has been established as compensation for the position to which the employee has been assigned.
- C. Each acting pay assignment shall require completion of a new qualifying period each fiscal year, except that an assignment that continues from one fiscal year into a new fiscal year shall not require a new qualifying period for that assignment.
- D. Any Management determination or decision pertaining to the implementation, interpretation, application, administration or cancellation of any or all of the provisions of this Article, other than disputes over whether an employee is functioning in an acting capacity, shall be final and conclusive and shall not be subject to the grievance procedure herein.

ARTICLE 6.5 LEAD ASSIGNMENT PAY

- A. Notwithstanding LAAC Section 4.62.2, an Airport Police Sergeant I who is designated and assigned by Management to act as a lead worker or Watch Commander shall receive compensation (non-pension based) at the first premium level rate above the appropriate step of the salary range prescribed for the class and pay grade, for each watch so assigned.
- B. The designation of a lead assignment shall be a Management prerogative and may occur any time Management deems appropriate. Management shall not make such assignment on the basis of nepotism, favoritism, or other improper basis. Such Management decisions shall be final and conclusive and shall not be subject to the grievance procedure herein except that such assignment shall be subject to the grievance process if the basis for the grievance is that the assignment was made on the basis of nepotism, favoritism, or other improper basis. Nothing in this Article, however, is intended to deny the premium payment specified herein to an employee who has been assigned and has performed the lead assignment in accordance with the provisions of this Article.

ARTICLE 6.6 OFF-DUTY STANDBY PAY

- A. Any Unit member who is required by Management to standby for nights and weekends shall receive one hour of compensation at straight time for every six hours of required to standby time.
- B. Time spent on duty during the period of standby will be deducted from the total time the employee is on standby, not from the time accumulated as compensated standby time.

- C. **Example:** An employee is on weekend standby. The total standby time is 60 hours. The employee is required to report for duty for six hours. The six hours are subtracted from sixty hours leaving 54 hours of total standby time. Fifty-four is divided by six, which equals nine hours of straight time standby compensation. The employee will also receive six hours of time-and-one-half overtime for responding to the call out.
- D. For purposes of computing the amount of compensation due for time spent on duty, the time spent on duty will commence when the individual reports to the designated place of assignment and will terminate when the employee is released from duty. Under no condition will time be allowed for travel.

SECTION 6.0 COMPENSATION

ARTICLE 6.1 SALARIES

The salary ranges shown in the Appendices attached hereto will become operative as follows:

<u>APPENDICES</u>	<u>Operative Date</u>
Appendix A	July 1, 2014
Appendix B	June 26, 2016
Appendix C	June 25, 2017
Appendix D	January 7, 2018

On the first day of the first full pay period after the adoption of this MOU by the City Council, all Unit members who are not on the top step of their salary range shall advance one salary step.

ARTICLE 6.2 SALARY STEP PLACEMENT AND ADVANCEMENT

Salary step advancement shall be administered in accordance with LAAC Section 4.92.

ARTICLE 6.3 POST CERTIFICATE AND TRAINING BONUS

Members of this bargaining unit shall be eligible for the Peace Officer Standards and Training (POST) and Continuing Education bonuses in accordance with the following provisions:

- A. **POST Bonus** - During the term of this Memorandum of Understanding, employees who successfully complete and present a Supervisory or Management POST Certificate shall be paid a pension-based POST bonus of three percent (3%) of regular pay. The effective date for the Supervisory or Management POST Certificate (3%) bonus shall commence on the date the employee is a member subject to this Memorandum of Understanding **and** possesses a Supervisory or Management POST Certificate.
- B. **Command Officer POST Bonus** - During the term of this Memorandum of Understanding, employees who have completed the required POST annual in-service training for the most recent calendar year, shall be paid one percent (1%) of regular pay. The bonus shall become effective at the beginning of the payroll period during which the date for eligibility occurs. The Command Officer bonus is pension based.

- C. **Continuing Education Bonus (CEB)** - During the term of this Memorandum of Understanding, employees who successfully complete the training requirements specified below shall be paid a pension-based Continuing Education bonus of two percent (2%) of regular pay.

1. CEB – TERM OF MOU

During the term of the MOU employees must submit proof of completing forty (40) hours of continuing professional development training in leadership, management, or other area of advanced professional training (excluding POST in-service training hours) or one college or graduate level course (3 semester units or 4 quarter units) each fiscal year, in order to qualify for the two percent Continuing Education bonus commencing July 1st. The training and courses must be approved by the Department of Airports Executive Director or the Management designee.

2. Proof of CEB Eligibility

Each fiscal year employees must submit proof of qualification for the Continuation Education Bonus to the Department of Airports Executive Director or the Management designee representative before receiving the Continuing Education (2%) percent bonus as specified in this Article.

- a. Employees must submit proof of qualifying for the Continuing Education Bonus by June 30 of each fiscal year in order to continue to receive this bonus. If an employee fails to meet the CEB requirements or fails to submit proof of qualification for the CEB by June 30, the bonus (two percent) shall automatically cease on July 1st.
- b. The continuing education courses and professional training must be pre-approved by the Department of Airports Executive Director or the Management designee. The purpose of the continuing education courses is to provide command officers with professional development training.
- c. Employees must successfully complete (passing grade) continuing education courses and professional training pre-approved by management.
- d. Employees must submit proof of continuing education course(s) or professional training completion such as a transcript or certificate of completion.
- e. If an employee is ineligible for the CEB or fails to submit proof of CEB eligibility the Continuing Education bonus shall automatically cease and any CEB overpayments will be returned to the City.

Effective June 26, 2016, all additional compensation related to POST certification and continuing education as provided for in Article 6.3 of this MOU shall be eliminated and incorporated into the base wages for classifications represented by the Association in this MOU.

FLSA. Management may assign employees to work a 5/40 or 9/80 work schedule. Management may require employees to change their work schedules (working hours or change days off, except the split day) within the same FLSA work week, provided that the change is not arbitrary, capricious, or discriminatory. In the event Management's actions are shown to be arbitrary, capricious, or discriminatory before an arbitrator, the award of the arbitrator shall be to reverse the action of Management.

- B. Employees on a 9/80 modified work schedule shall have a designated regular day off (also known as 9/80 day off) which shall remain fixed. Temporary changes to the designated 9/80 day off at the request of Management or the employee are prohibited unless it is intended for the employee to work additional hours (overtime).
- C. Employees who work on a schedule other than 5/40 shall have their sick leave, vacation and holiday credits accrued at the same hourly rate as employees on the 5/40 schedule.

SECTION 6.0 COMPENSATION

ARTICLE 6.1 SALARIES

The parties hereby agree that salary ranges shall be as set forth in the appendices to this MOU:

Appendix A – Effective July 1, 2013
Appendix B – Effective October 4, 2015
Appendix C – Effective June 26, 2016
Appendix D – Effective June 25, 2017
Appendix E – Effective June 24, 2018

EFFECTIVE JULY 1, 2013

Salary ranges for employees shall consist of five steps, each separated by two premium levels (approximately 5.5%), as illustrated in Appendix A of this MOU.

EFFECTIVE OCTOBER 4, 2015

Salary ranges for employees shall consist of 15 steps, each separated by one premium level (approximately 2.75%), as illustrated in Appendix B of this MOU.

Beginning October 4, 2015, and ending January 8, 2017, salary anniversary dates for employees shall be frozen. During that time period, each employee, regardless of when he/she joined the Unit, who is not on step 15, shall receive one step increase effective on each of the following dates:

1. December 27, 2015
2. June 26, 2016

3. December 25, 2016

On January 8, 2017, when salary anniversary dates are unfrozen, the salary anniversary date for each employee shall be updated with a new year: those anniversary dates that fall between January 1 and January 8 (inclusive) shall be updated with the year "2018;" those that fall between January 9 and December 31 (inclusive) shall be updated with the year "2017."

A City employee who joins the Unit between October 4, 2015, and January 8, 2017, shall be eligible for only those increases that are prospective, i.e., that fall on or after the employee's entry date into the Unit, and not for those that have occurred prior to their joining the Unit.

Effective October 4, 2015, the following salary ranges shall be effective consistent with the implementation of the new 15-step salary range.

Class and Pay Grade	Range
Administrative Analyst I	2730
Administrative Analyst II	3222
Senior Administrative Analyst I	3809
Senior Administrative Analyst II	4715

Effective October 4, 2015, consistent with the implementation of a 15-step salary range, employees shall be reassigned to a new salary step according to the following conversion table.

5-Step Salary Step	15-Step Salary Step
1	6
2	8
3	10
4	12
5	14

EFFECTIVE DECEMBER 13, 2015

Effective December 13, 2015, through June 25, 2016, each employee shall receive on a biweekly basis a 1.5% "adds to pay" bonus of his or her base rate. This bonus is non-pensionable and does not affect an employee's permanent rate.

EFFECTIVE JUNE 26, 2016

Effective June 26, 2016, the following actions shall be implemented in the order enumerated:

1. The 1.5% “adds to pay” bonus (described immediately above) shall be eliminated.
2. Base wages for all employees shall be increased by 1.5%.*
3. Base wages for all employees shall be increased by 2.25%.*

*See Appendix C.

Effective June 25, 2017, base wages for all employees shall be increased by 2.25% in accordance with Appendix D.

Effective June 24, 2018, base wages for all employees shall be increased by 2.25% in accordance with Appendix E.

PROMOTIONAL DIFFERENTIAL

Notwithstanding provisions of the LAAC, if the rate of the top step of the salary range for an employee who promotes from (1) one pay grade or classification represented in this MOU to another pay grade or classification represented in this MOU or (2) a classification not represented in this MOU to a pay grade or classification represented in this MOU, and the top step rate of the salary for the new position into which the employee is promoting is higher than the top step rate of the salary range for the former position, then the employee shall be placed on the lowest step within the salary range for the new position which provides at least a 2.75% increase over the rate received in the former position. Any regularly assigned bonus or premium compensation amounts shall be included in calculating the appropriate step rate for the new position. Effective June 28, 2015, the minimum promotional differential will increase from 2.75% to 5.5%.

ARTICLE 6.2 COMPENSATION ADJUSTMENTS

- A. If the City authorizes a base wage compensation increase or change in the promotion differential that is different than that which affects this Unit between July 1, 2013, through July 8, 2017 (inclusive), for classifications represented in the Supervisory Administrative Unit (MOU 20) or classifications not represented by a union or association, exclusive of all represented classifications employed by the Department of Water and Power and all elected officials or classifications whose salaries are set by Charter, an equal base wage compensation increase shall be made to classifications represented in this MOU beginning on the same day that said increase is made. The provisions of this paragraph shall expire on

July 8, 2017, and shall not continue unless mutually agreed to in a successor MOU.

- B. From June 24, 2018, through June 22, 2019, if the City authorizes a base wage compensation increase for classifications represented in the Supervisory Administrative Unit (MOU 20), an equal base wage compensation increase shall be made to classifications represented in this MOU beginning on the same day that said increase is made. The provisions of this paragraph shall expire on June 22, 2019, and shall not continue unless mutually agreed to in a successor MOU.

ARTICLE 6.3 OVERTIME

- A. The parties understand that some of the employees covered by this MOU may be covered by the Fair Labor Standards Act of 1938, as amended, 29 U.S.C. Section 210 et seq. (FLSA). To the extent that any provision herein conflicts with the FLSA, employees covered by the FLSA shall receive benefits required thereunder and any additional benefits set forth herein if compatible with the FLSA.

- B. Distribution of Overtime

Management will attempt to assign overtime work as equitably as possible among all qualified employees in the same classification and organizational unit. However, Management may consider special skills required to perform particular work. No employee shall work overtime without prior approval from his or her supervisor. 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. Working and not recording the time is similarly prohibited.

- C. Non-emergency Overtime

Whenever Management deems it necessary to perform non-emergency work on an overtime basis, Management will give employees required to work as much advance notice as is practicable.

- D. Rate and Method of Compensation – FLSA Non-Exempt Employees

Compensation for overtime worked shall be for all hours worked in excess of 40 hours during an employee's scheduled work week. Management shall have the discretion to determine whether overtime compensation shall be in cash or time off. Overtime compensation shall be in time off at the rate of one and-one-half (1½) hours for each hour of overtime worked or at the rate of one and-one-half (1½) times the employee's regular rate of pay.

E. Compensatory Time Off

1. Employees may, subject to Management discretion, be permitted to accumulate up to 80 hours of compensatory time off (CTO). Occasionally, employees may accumulate CTO in excess of 80 hours for a period of time not to extend beyond the fiscal year during which the overtime was accumulated. If an employee does not schedule and take off CTO hours over 80 prior to the end of the fiscal year, Management may require the employee to use CTO prior to the end of the fiscal year; require the employee to use such time in lieu of vacation (unless the mandatory use of CTO would result in the loss of vacation accumulation) or other leave time; or authorize cash payment. In the event sufficient funds are not available to provide cash compensation for all or a portion of the CTO hours in excess of 80, Management may extend the time limit for a period not to exceed one additional fiscal year.
2. 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 doing so would unduly disrupt City or department operations. 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 more than 240 hours of CTO be accumulated.

ARTICLE 6.4 SALARIED EMPLOYEES

- A. Employees in the class and pay grade of Senior Administrative Analyst II shall be treated as salaried employees, in accordance with the provisions of the Fair Labor Standards Act.
- B. Salaried employees may be assigned a 5/40 or 9/80 schedule at the discretion of Management. Notwithstanding any LAAC or MOU provisions or other City department rules and regulations to the contrary, these employees shall not be required to record specific hours of work for compensation purposes, although hours may be recorded for other purposes. These employees will be paid the predetermined salary for each biweekly pay period, as indicated in the appropriate appendices to this MOU, and shall not receive overtime compensation. Salaried employees shall not be subject to deductions from salary or any leave banks for absence from work for less than a full workday when such absences are occasional partial day absences that are authorized by the appropriate supervisor. Partial day absences that are long-term or recurring (e.g., intermittent leave/reduced work schedule for purposes of Family/Medical Leave) are subject to deductions from salary or leave banks.

- C. Salaried employees shall not be subject to disciplinary suspension for a period of less than a workweek (seven days; half of the biweekly pay period) unless based on violations of a safety rule of major significance or misconduct.
- D. The CAO may grant time off for extra hours worked due to unusual situations.

ARTICLE 6.5 SALARY STEP ADVANCEMENT

- A. Notwithstanding LAAC Section 4.92, subsections (a), (c), (d), and (f)(1), the following salary step advancement procedures shall apply to all employees of this Unit who are appointed or promoted on or after July 1, 2008, to classifications that are compensated on a salary range.

- B. Full-time Employees

- 1. 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.

- 2. 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.

- 3. 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.

4. Consecutive Appointments within a 12 Month Period

Consecutive appointments or assignments to positions with the same top step salary rate in the 12 months (2,080 hours) following an appointment or assignment shall be treated as one appointment or assignment for step advancement purposes.

5. Appointments to New Positions with the Same or Lower Salary Range

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

C. Part-time Employees / Civil Service Half-Time Employees

The initial salary step advancement for a half-time, but less than full-time, employee in a position compensated on a salary range shall be in the payroll period following the completion of 1,040 regular paid hours and 12 months of service. Each subsequent step advancement shall be in the payroll period following the completion of 1,040 additional regular paid hours and one additional year of service. Hours of service in excess of those required for step advancement in a 12-month time period shall be carried forward for credit in the next 12-month time period.

ARTICLE 6.6 ADDITIONAL COMPENSATION

The CAO shall have the authority and sole discretion to provide additional compensation to any employee in the amount of one to four premium levels (in premium-level increments) above the salary step to which the employee is so assigned. A decision by the CAO to remove such additional compensation (thereby returning an employee to his/her regular base pay rate for the step to which they are so assigned) shall not be grievable or arbitrable.

Additional compensation provided for under this Article is an "add to rate" and shall be pensionable.

ARTICLE 6.7 SUBPOENAED AS A WITNESS

A. 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 time off with pay in the amount of the difference between the employee's regular

earnings and any amount he/she receives for such appearance. This Article is not applicable to appearances for which the employee receives compensation in excess of his/her regular earnings.

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

ARTICLE 6.8 JURY SERVICE

An employee called to serve on a jury shall do so and be compensated commensurate with LAAC section 4.111.

ARTICLE 6.9 MILITARY LEAVE

- A. Every employee who qualifies for and is granted a military leave, whether temporary or otherwise, pursuant to the provisions of the Military and Veterans Code of the State of California, shall, before he/she is paid his/her salary or compensation during such leave, or any part thereof, as provided in said Code, furnish to his/her appointing authority two certified copies of his/her orders, one (1) copy to be filed in the department in which he/she is employed and the other with the City Controller. In lieu of the orders, the employee shall furnish to the appointing authority, on forms provided by the City Controller, certified evidence of his/her entry into active service in the armed forces of the United States and the date thereof. Any certification required by this Article may be made by any commissioned officer of such armed forces. The Controller shall have power at any time to require such additional satisfactory evidence of the entry of such employee into active service in such armed forces and of the actual performance by the employee of ordered military duty during all or any part of such leave.
- B. In determining whether an employee has been in the service of the City for a period of not less than one year immediately prior to the date on which the absence begins, continuous service shall be required.
- C. Employees called into active military service (other than temporary military leave) shall accrue vacation time, and be entitled to the cash-out of accrued, but unused vacation time, in accordance with Article 7.6, Vacation, Section B of this MOU.

SECTION 7.0 BENEFITS

ARTICLE 7.1 HEALTH AND DENTAL PLANS

- A. 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 City's

specifically excluded by this agreement. Such rules and requirements shall not be subject to a grievance procedure.

- b. All temporary workers shall maintain membership status in good standing with the Union or maintain service fee requirements as a condition of employment.
- c. There shall be no minimum or maximum length of time of employment for workers hired under this agreement and all referrals should be prepared to work during any work shift required by the employing City department.
- d. There shall be no grievance procedure. Complaints regarding wages and/or fringe benefits may be filed with the Union. Such complaints will be resolved by the Union in conjunction with the City Administrative Officer.

Although there is no grievance procedure under this agreement, the following is permitted:

- (i) At its discretion, the Union may designate one Shop Steward.
 - (ii) A Union Representative shall have access to the City department's premises to address any issue directly related to this agreement, to confer with the designated Union Shop Steward and/or to confer with a worker(s) employed under this agreement. Such meetings shall not occur on City time unless approved by the employing City department.
- e. Workers hired under this agreement who are terminated by the City shall receive final total pay on the payday for the City pay period covering the period of time worked by the worker and not immediately upon termination.
 - f. Workers covered by this agreement shall be eligible for State mandated Workers' Compensation benefits (for work-related injury or illness) rather than Workers' Compensation benefits provided to permanent City employees by the City's Personnel Department Workers' Compensation Division.

3. SALARY

The following shall begin in the first full pay period following the Los Angeles City Council (hereinafter "City Council") adoption of this agreement.

- a. Workers hired under this agreement who possess an Unlimited Steam Engineers License issued by the City of Los Angeles Department of Building and Safety shall be paid at a rate of 80% of the hourly base wage rate (excluding all bonuses, overtime, and any type of additional compensation) of the civil service Building Operating Engineer class (Class Code 5923) employed by the Department of General Services.

- b. Workers hired under this agreement who do not possess an Unlimited Steam Engineers License issued by the City of Los Angeles Department of Building and Safety shall be paid at a rate of 75% of the hourly base wage rate (excluding all bonuses, overtime, and any type of additional compensation) of the civil service Building Operating Engineer class (Class Code 5923) employed by the Department of General Services.

4. BONUSES

The following shall begin in the first full pay period following City Council adoption of this agreement.

a. SHIFT DIFFERENTIAL

A worker assigned by management to work a swing shift or a night shift shall receive a flat-rate, pensionable bonus of \$1.75 per hour for every hour worked during that shift.

For purposes of this MOU:

“Swing Shift” is defined as a shift from 3:00 p.m. to 11:00 p.m.

“Night Shift” is defined as a shift from 11:00 p.m. to 7:00 a.m.

b. FOREMAN BONUS

A worker designated to serve as a Foreman shall receive a flat-rate, non-pensionable bonus of \$1.75 per hour.

c. LONGEVITY BONUS

- (i) Beginning in the first full pay period following the completion of 2,088 hours worked after initial appointment, a worker shall receive a non-pensionable cash payment equivalent to 80 hours of his/her hourly base wage (excluding all bonuses, overtime, and any type of additional compensation) issued as part of the worker’s regular pay.*
- (ii) Thereafter, beginning in the first full pay period following the completion of each additional 2,000 hours worked, a worker shall receive a non-pensionable cash payment equivalent to 80 hours of his/her hourly base wage (excluding all bonuses, overtime, and any type of additional compensation) issued as part of the worker’s regular pay.*

*This cash payment may be subject to federal and state supplemental tax withholding rates.

5. OVERTIME PAY

Overtime will be paid at a rate of one and one-half (1.5) of the individual's hourly rate for hours worked in excess of forty (40) hours worked in a workweek.

6. HOLIDAY PAY

Workers assigned to work any of the following holidays shall be paid holiday pay at a rate of one and one-half of the individual's hourly rate:

New Year's Day (January 1)
Memorial Day (the last Monday in May)
Independence Day (July 4)
Labor Day (the first Monday in September)
Veterans Day (November 11)
Thanksgiving Day (the fourth Thursday in November)
The Friday after Thanksgiving Day
Christmas Day (December 25)

Workers who do not work on the holiday are not eligible for holiday pay.

7. FRINGE BENEFITS

Workers employed under this agreement shall not receive the same fringe benefits as those provided to City Civil Service employees.

The following shall begin in the first full pay period following City Council adoption of this agreement.

a. HEALTHCARE

- (i) The City agrees to pay on a monthly basis to the Union Benefit Administrator 90% of the monthly healthcare premium amount set by the Union's trust fund on behalf of each worker employed under this agreement.
- (ii) Each worker employed under this agreement shall pay 10% of the monthly healthcare premium set by the Union's trust fund. This monthly contribution amount shall be deducted in half portions on a bi-weekly basis over 24 pay periods per calendar year.
- (iii) The City agrees to submit and the Union Benefit Administrator agrees to accept 100% of the monthly healthcare premium amount consisting of the City's 90% subsidy and workers' 10% contribution on a monthly basis.