**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.***

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 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 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 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:

Length of Recess Amount of Compensation 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**

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 (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 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/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 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. 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 9184­2, 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:

1. 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.
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.

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**

The following tables 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** |  |
| 1596-1 | |  | Systems Analyst I | |  | Unlimited | |  | Any | |  | Any | |  | $24.00 | | |
| 1596-2 | |  | Systems Analyst II | |  | Unlimited | |  | Any | |  | Any | |  | $24.00 | | |
| 1859-1 | |  | Procurement Analyst I | |  | Unlimited | |  | Any | |  | Any | |  | $24.00 | | |
| 1859-2 | |  | Procurement Analyst II | |  | Unlimited | |  | Any | |  | Any | |  | $24.00 | | |
| 0602-1 | |  | Special Investigator I | |  | Unlimited | |  | LAPD | |  | Office of the Inspector General | |  | $24.00 | | |
| 0602-2 | |  | Special Investigator II | |  | Unlimited | |  | LAPD | |  | Office of the Inspector General | |  | $24.00 | | |
| 1785-1 | |  | Public Relations Specialist I | |  | Unlimited | |  | LAWA | |  | Any | |  | $24.00 | | |
| 1785-2 | |  | Public Relations Specialist II | |  | Unlimited | |  | LAWA | |  | Any | |  | $24.00 | | |
| 1783-2 | |  | Airport Information Specialist II | |  | Unlimited | |  | LAWA | |  | Any | |  | $24.00 | | |
| 1508 | |  | Management Aide | |  | One | |  | DOT | |  | Charter Bus Program | |  | $24.00 | | |
| 9184-2 | |  | Management Analyst II | |  | One | |  | DOT | |  | Charter Bus Program | |  | $24.00 | | |
| 7269 | |  | Superintendent of Operations | |  | One | |  | LAWA | |  | Airfield Operations Bureau | |  | $24.00 | | |
| 9184-2 | |  | Management Analyst II | |  | One | |  | LAWA | |  | Project Liftoff Division | |  | $24.00 | | |

Any Unit employee 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 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.