

**SPECIAL MEMORANDUM OF UNDERSTANDING
FOR A NEW
JOINT LABOR-MANAGEMENT COMMITTEE ON
COMMUTE OPTIONS AND PARKING**

ARTICLE 1. SCOPE AND SUBJECT OF AGREEMENT. In support of the City's goal to reduce traffic congestion and air pollution, encourage employee ridesharing and other means of commute trip reduction, and improve the quality of life, the parties agree to the terms and conditions of this Special Memorandum of Understanding to create a new Joint Labor-Management Committee on Commute Options and Parking (hereinafter referred to as "Committee").

The Committee shall:

- A. Establish rules and regulations for all owned and leased parking facilities for City employee parking;
- B. Establish a priority order for the issuance of employee parking permits;
- C. Serve as an appeals board regarding employee parking issues;
- D. Conduct activities directed at coordinating City employee parking and achieving trip reduction goals as outlined by Southern California Air Quality Management District's (SCAQMD) Rule 2202 (or successor rule[s]) and any other applicable federal, state and local program or law. Said activities shall include on-going review of current incentives and disincentives intended to reduce employee commute trips made by solo drivers as outlined in Trip Reduction Plans filed by the City with the SCAQMD, and developing new, expanded or revised strategies to meet the City's emissions reduction targets, including, but not limited to, those outlined in Rule 2202;
- E. Review and determine procedures, programs and rates (where applicable) for City vanpools, transit subsidies, employee parking, telecommuting, bicycling and other transportation issues;
- F. Develop "pilot programs" (either City-wide or site specific) intended to meet trip/emission goals and generally assist employees in meeting their commute needs;
- G. Review and make recommendations regarding existing or proposed legislation or regulations, including Council actions, which may have an impact on employee commute trips and parking.

- H. Recommend the conduct of studies and/or hiring of consultants, as appropriate; review all Requests for Proposals (RFPs) before they are sent to potential proposers; review analyses by City staff of proposals received; and recommend awards to the appropriate bodies.

ARTICLE 2. PARTIES TO THE AGREEMENT. This Memorandum of Understanding (hereinafter referred to as "MOU") is entered into on December 19, 1997 by the City Administrative Officer, as authorized management representative of the City Council, and employee organizations (hereinafter referred to as "Organizations") which are signatories to this MOU on behalf of the bargaining units they represent.

ARTICLE 3. FULL UNDERSTANDING. Management and Organizations acknowledge that this MOU constitutes the full and entire understanding of the parties regarding the issues of employee parking and trip reduction. The parties mutually understand that any prior or existing understandings or Agreements by the parties, whether formal or informal, are hereby modified or superseded.

ARTICLE 4. COMMITTEE STRUCTURE. The Committee shall be composed of 12 members consisting of eight City Employee Organization members and four Management members. Management members must be at the Assistant General Manager level or higher. In conducting meetings of the Committee, each Organization member shall have one vote, and each Management member shall have two votes.

ARTICLE 5. FISCAL RESPONSIBILITIES. The Committee shall assure that revenues raised and deposited into the City Employees Ridesharing Trust Fund are sufficient to finance the operations of the Commuter Services Office and the City's Parking and Trip Reduction Programs, pursuant to Div. 5, Chapter 31, Sect. 5.334(d) of the Administrative Code of the City of Los Angeles. Sources of revenues shall include, but not be limited to, vanpool fares, grant funds, and employee parking and other fees.

ARTICLE 6. PROCESS. It is understood that representatives of the Organizations serve on behalf of all Employee Bargaining Units who are signatories to this Agreement, and that deliberations (and resulting decisions) made by the Committee affect all City Employees.

Notwithstanding Article 3, above, employee parking priorities and fees in effect at the time of the first meeting of the Committee shall remain in effect unless and until changed by majority vote of the Committee. Recommendations of the Committee shall be directed to the General Manager of the Personnel Department for appropriate action.

Trip reduction actions taken by the Committee shall be consistent with regulations, deadlines and other mandates of the SCAQMD and applicable federal, state and local laws.

ARTICLE 7. IMPLEMENTATION. Within 30 days after adoption of this MOU, or as soon thereafter as practical, the Committee shall meet to adopt By Laws and elect officers.

On the Effective Date of this Memorandum of Understanding,

- A. The City Council's Parking Committee (C.F. 135378) shall be abolished; and
- B. The Joint Committee on Employee Parking (established under the Special Memorandum of Understanding dated November 19, 1987) shall cease to exist.

ARTICLE 8. OBLIGATION TO SUPPORT. Neither the Organizations nor Management, nor their authorized representatives, will appear before the Mayor, City Council, Council Committees, or Department Commissions, nor meet with the members of the City Council or said Commissioners individually, to advocate any addition or deletion to the terms and conditions of this MOU. However, this Article shall not preclude the parties from appearing before the Mayor, City Council, Council Committees or Department Commissions, nor meeting with individual members of the City Council or said Commissioners to advocate or urge the adoption of this MOU.

For the City:

K. Comrie
Keith B. Comrie
City Administrative Officer

Date

William T Fujioaka
William T Fujioaka
General Manager
Personnel Department

12-18-97
Date

For the Employee Organizations:

Airport Supervisory Police
Officers Assn. of LA

Date

Pauline Powell
AFSCME

12/1/97
Date

LA City Attorneys Assn.

12/1/97
Date

Engineers and Architects Assn.

12/1/97
Date

Los Angeles Airport Peace Officers Assn.

Date

Michelle M. Buehler
SEIU Local 347

12/1/97
Date

LA/Orange County Building Trades Council

11-1-97
Date

L.A. City Supervisors and Superintendents Assn.

12-8-97
Date

L. A. Port Pilots Assn.

Date

L.A. Port Police Assn.

Date

L.A. Professional Managers Assn.

12/8/97
Date

Paul H. Kenna 12-31-97
Local 501, Operating Engineers Date

Donal V. Gine 12/4/97
Municipal Construction Inspectors Assn.. Date

Leonard M. Muntz 2-2-98
Los Angeles Police Protective League Date

Kenneth E. Baynell 12-2-97
United Firefighters of Los Angeles City Date

Robert S. Schum 4/29/98
LACFD Chief Officers Association Date

R. E. Borneau 6/22/98
LA Police Command Officers Association Date

AMENDMENT NO. 1

SPECIAL MEMORANDUM OF UNDERSTANDING
FOR A NEW
JOINT LABOR-MANAGEMENT COMMITTEE ON
COMMUTE OPTIONS AND PARKING

PURPOSE

The purpose of this amendment is to revise the structure of the Joint-Labor Management Committee on Commute Options and Parking (JLMC-COP) to have eight, instead of twelve, regular voting members. The JLMC-COP agreed at its August 12, 2002 meeting to this change wherein Employee Organizations and Management would each have four regular voting members with one vote each. Previously, Employee Organizations had eight members with one vote each and Management members had four members with two votes each. In addition, employee organization members will have three alternate members who shall be eligible to vote in the absence of their regular members.

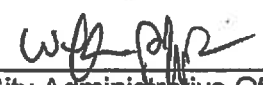
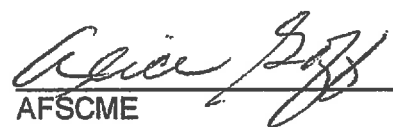

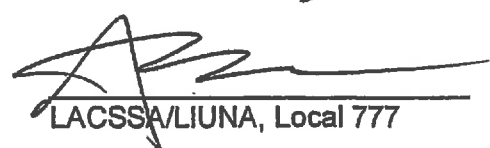
ARTICLE 4 COMMITTEE STRUCTURE

DELETE:

The Committee shall be composed of 12 members consisting of eight City Employee Organization members and four Management members. Management members must be at the Assistant General Manager level or higher. In conducting meetings of the Committee, each Organization member shall have one vote, and each Management member shall have two votes.

ADD:

The Committee shall be composed of eight regular voting members consisting of four City Employee Organization members and four Management members. In conducting meetings of the Committee, each member shall have one vote. Employee Organizations shall, in addition, identify three alternate member Organizations who shall be eligible to vote in the absence of one or more regular voting Organization member(s). The Employee Organizations shall notify the Committee by January 1 of each year of the Employee Organizations selected to be regular and alternate members. Management Committee members must be at the Assistant General Manager level or higher, although regular members may designate a voting alternate.

| <u>For Management:</u> | <u>Date</u> | <u>For the Employee Organizations:</u> | <u>Date</u> |
|--|----------------|---|----------------|
|  City Administrative Officer | <u>1-6-03</u> |  AFSCME | <u>10/7/02</u> |
|  Personnel Department | <u>10/7/02</u> |  LACSSA/LIUNA, Local 777 | <u>10/7/02</u> |

James M. Phayok 10/7/02
Department of Transportation

Wynn Miller 10/2/02
General Services Department

Julie Baker 10/07/02
SEIU, Local 347

William J. Smith 12/11/02
L.A. City Attorneys Association

L.A. Professional Managers Assoc.

Los Angeles Police Protective League

Kenneth E. Bazzell 10-22-02
United Firefighters of Los Angeles City