

MEMORANDUM OF UNDERSTANDING NO. 12

AMENDMENT NO. 1

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

BY AND BETWEEN

**THE LOS ANGELES POLICE DEPARTMENT
AND THE
CITY ADMINISTRATIVE OFFICER
(herein referred to as “Management”)**

AND THE

**LIUNA, LOCAL 777
(herein referred to as “Union”)**

ARTICLE I. PURPOSE

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

ARTICLE II. LIMITATIONS

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

- G. All provisions of this Agreement are created solely for and specifically apply to the AWS shall be null and void if the AWS is terminated. Should Management provide additional benefits to employees in relation to the AWS, such benefits, whether specified or a practice, shall not be continued unless mutually agreed upon by Management and the Union.
- H. Except as modified by this Amendment, no provision of the current MOU 12 or Letters of Intent are affected by this agreement. Unless modified by this Amendment, it is the intent of the parties to abide by articles and provisions of MOU 12 as they apply to the AWS except for provisions modified by this or future Amendments or agreements specifically related to AWS.

ARTICLE III. TERM

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

ARTICLE IV. WORKING HOURS

- A. Except as otherwise provided for in MOU 12 and this Agreement, the 3/12 Plan requires Senior and Principal Detention Officers to generally be scheduled to work 13 days consisting of 12-hour shifts totaling 156 hours in a twenty-eight (28) day deployment period. For timekeeping purposes, each employee assigned to work a 12-hour shift shall be scheduled for 4 hours of holiday time each DP. The 4 hours of holiday time shall be scheduled on the last regularly scheduled day off of the Deployment Period. Senior and Principal Detention Officers will receive 4 hours of holiday time each DP and will not receive any of the holidays specified in Article 5.12 of MOU 12.
- B. A 4/10 schedule will be available on two mid-watches, deployment permitting, only at the regional jails. Area jails will only be on the 3/12 schedule. Assignment of watches shall be at the discretion of the Commanding Officer of Jail Division. For employees working the 10-hour shift, each employee will generally be scheduled to work 15 days consisting of 10-hour shifts totaling 150 hours in a DP during the DPs with one scheduled holiday. It shall be Management's discretion to determine the DPs during which an employee must work 14 or 16 10-hour shifts. Employees working the 10-hour shift shall have holidays scheduled pursuant to days off in lieu of a holiday as specified on the annual deployment calendar. For timekeeping purposes, during any DP when an employee is scheduled to work 14 or 15 days, the employee shall be scheduled for 10-hour holidays.

- C. Administrative positions will either be scheduled on a 5/40 or 9/80 work schedule. Administrative positions are not exempt from 29 United States Code (U.S.C) § 207(k) and are subject to Article 3.6 of MOU #12.
- D. Under the AWS, an additional thirty (30) minutes will be added to each twelve-hour (12) shift to account for a 30-minute unpaid meal break.
- E. The starting time for each shift shall be at the discretion of the Commanding Officer of the Jail Division.
- F. Under the AWS, employees on the 3/12 plan who are off for one full working day shall be reported as off for 12 hours. Employees on the 4/10 plan who are off for one full working day shall be reported as off for 10 hours. Employees on the 9/80 plan who are off for one full working day shall be reported as off for nine hours. Employees on the 5/40 plan who are off for one full working day shall be reported as off for 8 hours.
- G. When an employee is assigned to attend training and the training is less than 12 hours for employees on a 3/12 schedule, or less than 10 hours for employees on a 4/10 schedule, or less than 9 hours on a 9/80 schedule, the employee shall promptly return to his/her division and work the remaining hours, or use vacation time or accumulated time off to cover the remaining hours, subject to advance management approval. At the discretion of the Commanding Officer of Jail Division or his or her designee, and after considering the impact on the Section's ability to adequately deploy personnel and accomplish its mission, the employee may work the remaining hours during the same DP.
- H. Employees working the 3/12 schedule shall not engage in any outside employment within twenty-four hours of beginning such shift or on a regularly scheduled work day. In accordance with LAPD Manual Section 3/744, any outside employment must first be approved by the Department.
- I. In order to avoid fatigue, employees working the 3/12 schedule will not be permitted to work more than four (4) days at a stretch.

ARTICLE VI. TIMEKEEPING

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

ten (10) days. Adjustments to the employees' pay shall be made during the following deployment period.

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

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

ARTICLE VII. OVERTIME

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

ARTICLE VIII. HOLIDAYS AND HOLIDAY PREMIUMS

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

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

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

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

Exception: For the Easter and Memorial Day holidays, the maximum number of hours which can be submitted for premium pay purposes is **four** hours regardless of the number of hours actually worked.

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

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

ARTICLE IX. FLOATING HOLIDAYS

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

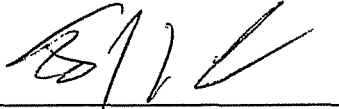
ARTICLE X. BEREAVEMENT LEAVE

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

ARTICLE XI. BID SYSTEM

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

For the Union:



FRED LOWE
Business Manager/
Secretary Treasurer
LIUNA, Local 777

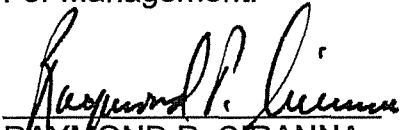
12/11/08
Date



VICTOR GORDO
LIUNA, Local 777

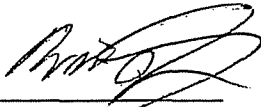
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For Management:



RAYMOND P. CIRANNA
Interim City Administrative Officer

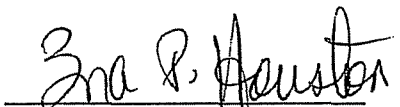
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Date



WILLIAM J. BRATTON
Chief of Police
Los Angeles Police Department

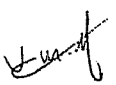
12/17/08
Date

Approved as to form:



ZNA PORTLOCK HOUSTON
Office of the City Attorney

12-8-08
Date



APPENDIX

Time Conversion for Work Hours

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

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

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

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

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