

**MEMORANDUM OF UNDERSTANDING
FOR JOINT SUBMISSION TO THE CITY COUNCIL
REGARDING THE LOS ANGELES MUNICIPAL POLICE OFFICERS
REPRESENTATION UNIT
(MOU# 28)**

**This MEMORANDUM OF UNDERSTANDING (hereinafter “MOU”) made and entered into
this _____ day of April, 2015.**

BY AND BETWEEN

THE CITY OF LOS ANGELES

AND THE

ENGINEERS AND ARCHITECTS ASSOCIATION

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SECTION 1.0 GENERAL PROVISIONS

ARTICLE 1.1 RECOGNITION

On October 27, 2014, the Engineers and Architects Association (“Association” or “Union”) was certified by the Employee Relations Board (“ERB”) as the certified representative of employees in the Los Angeles Municipal Police Officers Unit (“Unit”). Accordingly, Management hereby recognizes the Association as the exclusive representative of the employees in said Unit, in accordance with provisions of Los Angeles Administrative Code (“LAAC”) Section 4.822.

The term "employee" or “employees” as used herein shall refer only to an employee or employees employed by the City in one of the employee classifications listed in the Appendices of this Memorandum Of Understanding (“MOU”), as well as such classes that may be added hereafter by the ERB.

ARTICLE 1.2 PARTIES TO MEMORANDUM OF UNDERSTANDING

This MOU is entered into by the City Administrative Officer (“CAO”) as the authorized management representative of the City and the authorized management representatives of the Los Angeles Police Department (“Management”), and the by authorized representatives of the Association.

ARTICLE 1.3 IMPLEMENTATION OF THIS MOU

This MOU constitutes a joint recommendation of Management and the Association, and shall not be binding in whole or in part on the parties to this MOU unless and until:

- A. The Association has notified the CAO in writing that it has approved this MOU in its entirety; and,
- B. The City Council has approved this MOU in its entirety.

ARTICLE 1.4 FULL UNDERSTANDING

Management and the Association acknowledge that, during the meet and confer process, each had the unlimited right and opportunity to make demands and proposals on any subject within the scope of representation and that this MOU constitutes the full and entire understanding of the parties regarding all such demands and proposals. The parties mutually understand that agreements contained in any prior or existing MOU are hereby superseded or terminated.

The parties mutually understand and agree that any changes mutually agreed to shall not be binding upon the parties unless and until they have been implemented in accordance with implementation provisions of this MOU.

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

The parties mutually agree that this MOU may not be opened at any time during its term for any reason, except by mutual consent of the parties.

ARTICLE 1.5 TERM

The term of this MOU shall commence on the date when the terms and conditions for its effectiveness, in accordance with implementation provisions of this MOU, are fully met, but in no event shall the provisions of this MOU become effective prior to 0000 hours on July 1, 2014. This MOU shall expire and otherwise be fully terminated at 2359 hours on June 24, 2017.

Notwithstanding the above, the provisions of this MOU shall remain in effect until a successor MOU is implemented or impasse proceedings are completed, as long as the parties have met their obligations under the provisions of Article 1.6 and are continuing to meet and confer in good faith.

ARTICLE 1.6 CALENDAR FOR A SUCCESSOR MOU

Prior to the expiration of this MOU, the Association or Management shall call for meet and confer negotiations sessions to discuss a successor MOU. The first meet and confer session shall begin no later than 90 calendar days prior to the expiration of this MOU, unless the Association and Management mutually agree otherwise.

ARTICLE 1.7 OBLIGATION TO SUPPORT

The parties agree that prior to the implementation of this MOU and during the period of time it is being considered by the Mayor, City Council, Council Committees, or the heads of various departments, offices, or bureaus for action, neither the Association nor Management, nor their authorized representatives, will appear before the Mayor, City Council, Council Committees, or said department heads, nor meet or communicate with the Mayor, members of the City Council, or said department heads individually to advocate any addition, deletion, or other change to the terms and conditions of this MOU. This article shall not preclude the parties from appearing before or communicating with the Mayor, members of the City Council, or department heads to advocate or urge the adoption and approval of this MOU.

ARTICLE 1.8 PROVISIONS OF LAW AND SEPARABILITY

The parties to this MOU understand and agree that this MOU is subject to all applicable Federal and State laws, City ordinances and regulations, the Charter of the City Los Angeles, and any lawful rules and regulations enacted by the City's Civil Service Commission, ERB, or similar independent commissions of the City. If any part or provision of this MOU is found to be in conflict or inconsistent with such applicable provisions of Federal, State, local laws, or regulations, or is otherwise held to be invalid or unenforceable by any court of competent jurisdiction, such part or provision shall be suspended and superseded by such applicable law or regulations and the remainder of this MOU shall not be affected thereby.

If any term or provision of this MOU is found to be in conflict with any City, State, or Federal law, the parties to this MOU will meet as soon as possible thereafter to consider any revisions or amendments thereto that may be required.

ARTICLE 1.9 ACTIONS BY THE ERB

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

ARTICLE 1.10 MANAGEMENT-ASSOCIATION MEETINGS

At the request of the Executive Director of the Association (or his/her designee) or the duly appointed Management Representative, meetings may be scheduled at reasonable intervals for the purpose of informally discussing potential employer-employee relations problems.

ARTICLE 1.11 CITY MANAGEMENT RIGHTS

- A. Responsibility for management of the City and direction of its work force is vested in City officials and department heads whose powers and duties are specified by law. In order to fulfill this responsibility, City management has the exclusive right to: determine the mission of its constituent departments, officers, and boards; set standards of services to be offered to the public; exercise control and discretion over the City's organization and operations; select, promote, transfer, and/or discipline employees; relieve City employees from duty due to lack of work or other legitimate reasons; determine the methods, means, and personnel by which the City's operations are to be conducted; take all necessary actions to maintain uninterrupted service to the community; and, execute its mission in emergencies. However, the exercise of these rights by management shall not preclude employees or their representatives from consulting or grieving about the practical consequences that decisions on these matters may have on wages, hours, and other terms and conditions of employment.
- B. Department management has the authority to transfer and assign employees of the department. Such transfers and assignments are not grievable and are not arbitrable regardless of the reason for the transfer.
- C. Nothing contained in this Article shall be deemed to amend the Articles in Section 3, Grievances.

ARTICLE 1.12 CITY-ASSOCIATION RELATIONSHIP

- A. Continuity of Service to the Public

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

- B. Mutual Pledge Of Accord

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

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

C. No Strike-No Lockout

In consideration of the mutual desire of Management and the Association to promote and ensure harmonious relations and in consideration of this Mutual Pledge of Accord, the City stipulates that there shall be no lockout, or the equivalent, of members of the Association, and the Association and its members stipulate that there shall be no strike or other concerted action resulting in the withholding of service by the members during the term of this MOU. Should such a strike or action by Association members occur, the Association shall immediately instruct its members to return to work. If they do not report to work immediately, after Association instruction, they shall be deemed to have forfeited their rights under this MOU. The curtailing of operations by the City in whole or part for operational or economic reasons shall not be construed as a lockout.

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

SECTION 2.0 UNION SECURITY

ARTICLE 2.1 NON-DISCRIMINATION

The parties mutually reaffirm their respective policies of nondiscrimination in the treatment of any employee because of race, color, national origin, religion, sex, age, disability, marital status, sexual orientation, creed, ancestry, medical condition, Acquired Immune Deficiency Syndrome (AIDS) – acquired or perceived, political beliefs, union activity, retaliation for having filed a discrimination complaint, or gender identity.

ARTICLE 2.2 NOTICE OF CHANGES IN WORK RULES

Whenever written departmental work rules are established or changes are made to existing written departmental working rules which affect conditions of employment, Management shall, prior to the proposed implementation date, notify the Association in writing and offer the opportunity for the Association to meet and consult with Management on the changes.

Nothing contained in this Article shall be construed as a limitation of the right of Management to implement new written departmental work rules or make changes in such existing rules in cases of emergency. Provided, however, that when such new work rules or changed existing work rules, as the case may be, must be adopted immediately, without prior notice to the Association, notice shall be given and the opportunity for consultation shall be given at the earliest practical time following the adoption of such new work rules or changes in existing written department work rules, as may be the case.

The Association agrees to notify Management promptly of its intent to exercise its rights granted under this Article.

ARTICLE 2.3 EMPLOYMENT OPPORTUNITIES

The Personnel Department will mail to the Association copies of all recruitment bulletins. Tentative examination bulletins approved by the Head of the Examining Division of the Personnel Department, will be mailed two calendar days prior to the date that said bulletins are scheduled to be approved by the Civil Service Commission.

Employees shall be granted reasonable time off with pay for the purpose of taking oral promotional examinations when such examinations are given by the City and scheduled during the employee's normal working period; provided, however, that each employee entitled to such time off with pay shall give reasonable advance notice to his/her supervisor. Such time off with pay shall include travel time.

ARTICLE 2.4 WORK ACCESS

An authorized Association representative shall have access to City facilities or work sites during working hours for the purpose of assisting employees covered under this MOU relative to their identified role in addressing grievances when such Association assistance is requested by the grievant(s), or investigating matters arising out of the application of the provisions of this MOU. Said representative shall request authorization for such visit by contacting a designated management representative of the department, office, or bureau for the work site. In the event that immediate access cannot be authorized, the designated representative shall inform the Association representative as to the earliest time when such access will be granted.

A Union Staff Representative may also be admitted to City facilities or work sites, at reasonable intervals, for the purpose of communicating with Unit members who are off duty. Such communications shall be limited to an exchange of information concerning the lawful and legitimate activities of the Union and/or its membership. Authorization to make such visits shall be obtained by contacting either the person that has been designated by Management to grant access to a specific City facility or work site, or the Management Representative of the department, office or bureau affected.

The Association shall provide Management a written list of its authorized Association representatives, which shall be kept current by the Association.

This Article shall not be construed as a limitation on the power of Management to restrict access to areas designated as security or confidential.

ARTICLE 2.5 USE OF CITY FACILITIES

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

The parties to this MOU mutually agree that if the use of a facility requires a fee for rental or special set-up, security, and/or cleanup service, the Association will provide or assume the cost of such service(s) or facility.

ARTICLE 2.6 BULLETIN BOARDS

The LAPD will provide a bulletin board or dedicated space at each work location for use by the Association. All official communications from the Association shall be posted in the space provided. The Association shall clearly print a removal date on all posted materials. Management shall have the right to remove any material that is believed to be inappropriate for placement in the workplace.

ARTICLE 2.7 SERVICE FEES AND DUES

A. Dues/Fees

1. Each employee in this unit (who is not on a leave of absence) shall, as a condition of continued employment, become a dues paying member of this bargaining unit, or pay the Association a service fee in an amount not to exceed periodic dues and general assessments of the Association for the term of this MOU. Such amounts shall be determined by the Association and implemented by Management in the first payroll period which starts 30 days after written notice of the new amount is received by the Office of the City Controller.

For the purpose of this provision, a permanent employee means one who has completed six continuous months of City service from his/her original date of appointment and who is a member of a tier in the Los Angeles City Employees' Retirement System.

Notwithstanding any provisions of LAAC Section 4.203 to the contrary, during the term of this MOU, payroll deductions requested by employees in this Unit for the purpose of becoming a member and/or to obtain benefits offered by any qualified organization other than the Association will not be accepted by the City Controller. For the purpose of this provision, qualified organization means any organization of employees whose responsibility or goal is to represent employees in the City's meet and confer process.

2. The CAO and the Association shall jointly notify all members of the representation unit that they are required to pay dues or a service fee as a condition of continued employment and that such amounts will be automatically deducted from their paychecks. The religious exclusion will also be explained. The cost of this communication and the responsibility for its distribution shall be borne by Management.

B. Exceptions

1. Management and Confidential Employees

The provisions of this article shall not apply to management and confidential employees. Management and confidential employees shall be as defined in LAAC Section 4.801 and designated in accordance with LAAC Section 4.830d.

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

Management shall designate supervisory employees. Said designation or claim shall be reviewed jointly by Management and the Association. Any dispute shall be referred to the ERB for resolution.

2. Religious Objections

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

C. Management Responsibilities

1. The City Controller shall cause the amount of the dues or service fee to be deducted from 24 biweekly payroll checks of each employee in this unit as specified by Union under the terms contained herein. "Dues," as distinct from "service fee," shall be the result of voluntary consent in the form of a payroll deduction card signed by the individual employee.

- a. Remittance of the aggregate amount of all dues, fees and other proper deductions made from the salaries of employees hereunder shall be made to Union by the City Controller within 30 working days after the conclusion of the month in which said dues, fees and/or deductions were deducted.

- b. A fee of nine cents (\$.09) per deduction shall be assessed by the City Controller for the processing of each payroll deduction taken. The City Controller will deduct the aggregate amount of said fees in 24 payroll periods in a fiscal year.
2. The City Controller shall also apply this provision to every permanent employee who, following the operating date of this article, becomes a member of this representation unit, within 60 calendar days of such reassignment or transfer. Such deduction shall be a condition of continued employment.
 - a. The deduction will be computed at the rate of 0.8% of a bargaining unit member's regular pay.
 - b. When notice is given by the Association to change the deduction percentage rate, the City Controller is hereby authorized to change said deduction automatically in the next practical pay period following such notice.
 - c. The authorization to deduct dues and service fees shall remain in effect until written notice of cancellation is given by an employee to the Office of the City Controller on the appropriate form provided by the same for this purpose.
3. Management will provide the Association with the name, home address, and employee number of each permanent employee.
4. The City Controller shall notify the organization within 60 calendar days of any employee who, because of a change in employment status, is no longer a member of the representation unit or subject to the provisions of this article.

D. Association Responsibilities

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

E. Rescission

The service fee provisions herein may be rescinded in accordance with the procedures contained in ERB Rule 13 of the adopted January 11, 1982.

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

SECTION 2.8 UNION RELEASE TIME

During the term of this MOU, the City shall permit up to a maximum of 220 hours of time off for Association Directors to participate in employee organization representation activities, subject to the following:

1. Time off is requested with 72 hours written notice to Management.
2. Management approves.
3. Time off must be taken in increments of four hours.
4. Minimum staffing is not impacted.

Refusal by Management for adequate reason is not subject to the grievance procedure contained in this MOU.

The Association will reimburse the City (1) an amount equal to the number of hours that each Association Director takes off multiplied by the actual hourly salary of said Association Director(s) and (2) the Add/Delete Rates Pensions or CERS & GCP – Medicare percentage (as appropriate for the Association Director who takes time off) for the corresponding fiscal year published by the CAO to cover the City's contribution to the appropriate retirement fund on the Association Director's behalf.

The Los Angeles Police Department will bill the Association quarterly each contract year for actual time used, and the Association will reimburse the Police Department quarterly no later than September 30, December 31, March 31, June 30 of each fiscal year.

ARTICLE 2.9 UNIT INFORMATION

Upon the implementation of this MOU, Management will provide the Association, access to a list of employees in alphabetical order, their first and last names, employee identification numbers, addresses, class titles, class codes, membership status, and work location by department, office, or bureau, as well as division if such information is readily available. All information shall be provided to the Association electronically in a file format or through a readily accessible database. The means of provision and the substance of the requisite information may be changed by mutual agreement.

SECTION 3.0 GRIEVANCE

ARTICLE 3.1 GRIEVANCE REPRESENTATION

The Association may designate a reasonable number of grievance representatives who must be bargaining unit members and shall provide each affected department with a written list of employees who have been so designated. Management will accept changes to the list presented by the Association as they are made. A steward may represent a grievant in the presentation of a grievance at all levels of the grievance procedure. An employee may select a non-City employee as a grievance representative in place of an Association Representative at the employee's own expense.

A grievance or Association representative if so requested may represent a grievant in the presenting of grievances at all levels of the grievance procedure for which grievant and his/her representative may have a reasonable amount of paid time off. However, said representative will receive paid time off only if he/she is a member of the Association and in the same Unit as the grievant, and is employed within a reasonable distance from the work location of the grievant.

As Association Representative who must leave his/her work location to represent a grievant must first obtain permission from his/her supervisor on a form provided by his/her department for such purpose. Permission to leave will be granted unless such absence would cause an undue interruption of work. If such permission cannot be granted promptly, the Association Representative will be informed when time can be made available. Such time will not be more than 48 hours, excluding scheduled days off and/or legal holidays, after the time of the Association Representative's request unless otherwise mutually agreed. Denial of permission to leave at the time requested will automatically constitute an extension of time limits provided in the grievance procedure herein, equal to the amount of the delay.

Time spent on grievances outside of regular working hours of the grievant and/or his/her representative shall not be counted as work time for any purpose. Whenever a grievance is to be presented during the working hours of the grievant and/or his/her Association Representative, only that amount of time necessary to bring about a prompt disposition of the grievance will be allowed.

ARTICLE 3.2 GRIEVANCE PROCEDURE

Section I - Definitions

A grievance is defined as any dispute concerning the interpretation or application of this written MOU or departmental rules and regulations governing personnel practices or working conditions applicable to employees covered by this MOU. An impasse in meeting and conferring upon the terms of a proposed MOU is not a grievance.

Employee Comment Sheets (Comment Cards) are used to document conduct or incidences and are not considered disciplinary in nature. The Union and Management mutually agree that a bargaining unit member cannot grieve or arbitrate a Comment Card. An employee may use an Employee's Report, Form 15.7, to make a written response to a Comment Card within 30 calendar days after it is served.

Section II - Responsibilities and Rights

- A. Nothing in this grievance procedure shall be construed to apply to matters for which an administrative remedy is provided before the Civil Service Commission. Where a matter within the scope of this grievance procedure is alleged to be both a grievance and an unfair labor practice under the jurisdiction of the ERB, the employee may elect to pursue the matter under either the grievance procedure herein provided, or by action before the ERB. The employee's election of either procedure shall constitute a binding election of the remedy chosen and a waiver of the alternative remedy.
- B. No grievant shall lose his/her right to process his/her grievance because of Management imposed limitations in scheduling meetings.
- C. The grievant is responsible for discussing his/her grievance informally with his/her immediate supervisor. The immediate supervisor will, upon request of a grievant, discuss the grievance with him/her at a mutually satisfactory time. The grievant may be represented by a representative of his/her choice in the informal discussion with his/her immediate supervisor, in all formal review levels, and in arbitration; provided, however, that such representative may not be an employee or officer of another qualified organization except with the written consent of the organization granted exclusive representation.

Group Grievances

Operative on the effective date of this MOU, in instances where more than one employee in a department is aggrieved, the Association may elect to file the grievance on behalf of the employees as a group grievance. The facts and issues of the alleged grievance must be the same. Such grievance must contain the names of all grievants and the specific facts pertaining to each grievant. At the time of filing the grievance, the Association may request that the first level of review be at a level higher than Step 1 of the grievance procedure specified in this MOU and shall provide justification for such request. One supervisor will be designated by department management to discuss the grievance at each level with one affected employee designated to represent the grievance and the Association. Such grievance will be processed as a single grievance through all formal levels of review.

All affected employees involved in the action must waive their respective rights to file an individual grievance on the same issue and to discuss the grievance at the informal level with their respective immediate supervisors on a form provided by Management prior to the discussion with the designated supervisor. Such form shall also include a statement that the employee understands that he/she is party to a grievance filed by the Association.

- A. By mutual consent, the time limits between steps of the grievance procedure provided herein may be extended or the grievant and Management may waive one level of review from this grievance procedure.
- B. Management shall notify the Association of any formal grievance filed that involves the interpretation and/or application of the provisions of this MOU, and an authorized Association Representative shall have the right to be present and participate in the discussion at any formal grievance meeting concerning such a grievance. If the authorized Association Representative elects to attend said grievance meeting, he/she shall inform the head of the department, office, or bureau of his/her intention. The Association is to be notified of the resolution of all other formal grievances.

Section III - Procedure

The grievance procedure for employees covered by this MOU shall be as follows:

Step 1 - Informal Discussion

The grievant shall discuss his/her grievance with his/her immediate supervisor on an informal basis in an effort to resolve the grievance. Said grievance shall be considered waived if not so presented to the immediate supervisor within 10 business days following the day during which the event upon which the grievance is based occurred. Said 10 business days may be waived by mutual consent of the parties involved.

The immediate supervisor shall respond within 10 business days following his/her meeting with the grievant. Failure of the immediate supervisor to respond within such time limit shall entitle the grievant to process his/her grievance at Step 2.

Step 2 - First Level of Review

If the grievance is not settled at Step 1, the grievant may serve written notice of the grievance on a form provided by the department, office, or bureau upon the Chief of Police via the Employee Relations Administrator to review the grievance at Step 2 within 10 business days of receipt of the grievance response or, in the absence of a response by the immediate supervisor, at the expiration of the time limit for the immediate supervisor to respond at Step 1. Failure of the grievant to serve such written notice shall constitute a waiver of the grievance.

If such written notice is served, the management designee shall meet with the grievant, and a written decision or statement of the facts and issues shall be rendered to the grievant and his/her representative, if any, within 10 business days from the date of service. Failure of Management to respond within such time limit shall entitle the grievant to process his/her grievance at Step 3.

Step 3 - Second Level of Review (Chief of Police)

If the grievance is not settled at Step 2, the grievant may serve written notice of the grievance on said form upon the management designee to review the grievance at Step 3 within 10 business days of receipt of the Step 2 grievance response. Failure of the grievant to serve such written notice shall constitute a waiver of the grievance.

If such written notice is served, said person shall meet with the grievant, and a written decision or statement of the facts and issues shall be rendered to the grievant and his/her representative, if any, within 20 business days from the date of service. Failure of Management to respond within such time limit shall entitle the grievant to process his/her grievance at Step 4.

Step 4 - Third Level of Review (Police Commission Review)

If the grievance is not settled at Step 3, the grievant may serve written notice of the grievance on said form upon the Police Commission or his/her designee within 10 business days following receipt of the grievance response at Step 3. Failure of the grievant to serve such notice shall constitute a waiver of the grievance. If such notice is served, the grievance shall be heard by the General Manager or his/her designee. The Police Commission or his/her designee will afford the parties an opportunity to present oral and/or written arguments on the merits of the grievance and shall render to the grievant and his/her representative, if any, a written decision within 30 business days from the date said arguments were submitted.

Step 5 - Mediation (optional)

If the grievance is not resolved at Step 4, the Association or the Department's Employee Relations Administrator may, within 10 business days following receipt of Management's response at Step 4, request that the grievance be submitted to a mediator prior to proceeding to arbitration. This step is optional and requires the concurrence of the Association and Management.

A request for mediation must be in writing and must be submitted to the affected department's personnel officer or Association within the above-prescribed time limits. The personnel officer or Association representative shall, within 10 business days following receipt of the mediation request, return the request to the Association or Employee Relations Administrator with a denial or an agreement that the parties jointly request the ERB to appoint a mediator.

The Executive Director of the ERB shall attempt to obtain the services of a mediator from the State Mediation and Conciliation Service. If a State mediator is unavailable, the Association and Management may jointly agree to a mediator selected by the Executive Director of the ERB. The fees for mediation shall be shared equally by the Association and Management.

The mediation procedure shall be informal, the primary effort being to assist the parties in settling the grievance. Court reporters shall not be used, the rules of evidence shall not apply, and no record shall be made. The mediator shall determine whether witnesses are necessary.

If the grievance is resolved through mediation, notwithstanding the provisions of LAAC Section 4.865, the parties may, by mutual agreement, accept the results of mediation as binding.

If the grievance is not resolved in mediation, the mediator may be requested to provide an immediate oral opinion as to how the grievance would be decided if it went to arbitration. Such opinion shall be advisory only. However upon mutual agreement of the parties, the mediator may be requested to furnish such opinion in writing, including a brief statement of the reasons for the opinion. Such opinion, as well as confidential discussions by the parties in mediation, shall not be used during any subsequent arbitration.

Step 6 - Arbitration

If the grievance is unsettled after the issuance of the written decision at Step 4 or the mediation efforts at Step 5, or if no written decision is rendered within the time limits set forth at Step 5, the grievant and the Association jointly may serve upon the General Manager or designee a written notice that a written request for arbitration has been filed with ERB. The request for arbitration must be filed with the ERB within 10 business days following the date of service of the written decision of the General Manager or his/her designee, or the expiration of the time limits set forth in Step 5. Failure of the grievant or the Association to serve the written request for arbitration with the ERB within said period shall constitute a waiver of the grievance.

If such written notice is served, the parties shall meet for the purpose of selecting an arbitrator from a list of seven arbitrators furnished by the ERB, within 10 business days following receipt of said list.

- A. Arbitration of a grievance hereunder shall be limited to the formal grievance as originally filed by the employee to the extent that said grievance has not been satisfactorily resolved. The proceedings shall be conducted in accordance with applicable rules and procedures adopted or specified by ERB, unless the parties hereto agree to other rules or procedures for the conduct of such arbitration. The fees and expenses of the arbitrator shall be shared equally by the parties involved, it being mutually understood that all other expenses including, but not limited to, fees for witnesses, transcripts, and similar costs incurred by the parties during such arbitration, will be the responsibility of the individual party incurring same.
- B. Notwithstanding LAAC Section 4.865 a.(4), the decision of an arbitrator resulting from any arbitration of a grievance hereunder shall be binding upon the parties provided, however, that grievances arising from the practical consequences of the contracting of unit work shall be subject to advisory arbitration unless said grievances involve 1) claims of loss of basic compensation (herein defined as base salary and regularly assigned bonus compensation) or 2) claims that the grievant has suffered capricious, arbitrary, or discriminatory treatment as a result of the contracting decision.
- C. The decision of an arbitrator resulting from any arbitration of grievances hereunder shall not add to, subtract from, or otherwise modify the terms and conditions of this MOU. Disputes as to whether a grievance involving the practical consequences of a contracting decision is subject to advisory or binding arbitration shall be referred to an arbitrator for a binding decision on this threshold question prior to proceeding to arbitration on the merits of the claim.

SECTION 4.0 ON THE JOB

ARTICLE 4.1 PERSONNEL FOLDERS

An employee shall be entitled to review the contents of his official departmental personnel folder at reasonable intervals, upon request, during hours when the personnel office in which records are housed is open for business. Such review shall not interfere with the normal business of the department, office, or bureau.

No evaluator or disciplinary document shall be placed in an employee's official departmental personnel folder without the employee reading and signing said document and being afforded an opportunity to attach a written response within 30 days from review. The employee's signature does not necessarily indicate agreement with the document. If after reading the evaluatory or disciplinary document, the employee refuses to sign the document, that fact shall be noted on the document by the employee's supervisor. It is mutually understood that an employee performance evaluation is not considered a disciplinary document. It may, however, be used to document behavior and/or performance deficiencies that have been brought to an employee's attention.

A "Notice to Correct Deficiencies" will be sealed upon the request of an affected employee if he/she has not been involved in any subsequent incidents of the same general nature and category as the Notice to Correct Deficiencies requested to be sealed that resulted in written corrective counseling or other management action for a period of three years from the date the most recent, related notice was issued or management action taken. However, such sealed documents can still be used to establish progressive discipline for similar offenses.

ARTICLE 4.2 SAFETY

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

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

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

If the procedures for handling a reported hazardous condition are not initiated, or if initiated, fail to effect a satisfactory solution of the problem within a reasonable time, the employee or his representative may call the City's Occupational Safety Office and report such hazard. Unresolved complaints hereunder may be referred to the State Safety Engineer for processing under the CAL/OSHA rules and regulations.

ARTICLE 4.3 SUBSTANCE TESTS

Section 1 - General Prohibition and "For Cause" Testing

- A. Illicit substance or drug abuse by members of the Department is unacceptable and censurable conduct worthy of strong administrative action.

An employee may only be required to submit to a field sobriety examination, blood, breath or urine test for the purposes of determining the presence of a narcotic, drug, or alcohol when:

1. The employee exhibits objective symptoms of being under the influence of alcohol and/or a narcotic or drug; or
 2. There is a reasonable and articulated suspicion that the employee has ingested or absorbed by the body in any other manner an alcoholic beverage, narcotic, or drug.
- B. In the event of any such test, the employee shall be entitled to the following protections and procedures:
1. An employee of the same sex as the Unit member shall be responsible for collection of any urine sample.
 2. Sample collection shall be monitored in an atmosphere of privacy and dignity.
 3. Sample collection shall be conducted in such a way as to ensure a tamper-proof sample. In the event a sample has been tampered with or a seal broken prior to the lab analysis, the sample shall be declared void and the employee may be immediately retested.
 4. Testing of any urine sample shall be by a two-stage process, with the second stage analysis done only in the event of and to confirm a positive test result from the first stage analysis of the sample.
 5. Sample analysis will be conducted within 10 days of receipt by Scientific Investigation Division (SID), with notification of negative test results to be forwarded via Department mail to the subject employee within fourteen days of sample receipt by SID.

6. Employees who test positive for one or more drugs based upon the confirmation test will be given an opportunity to have a portion of the sample retested by a reputable chemical laboratory at City expense. The sample will have been divided by a representative of SID and released to an authorized agent of the laboratory.

The division of the sample will be done by SID prior to testing of the sample by the Department. Both samples will be resealed by the SID employee assigned to the division. The second sample, split from the original sample, will be stored in Property Division until requested by the employee for outside laboratory testing, at City expense.

7. If the outside laboratory reaches a different conclusion than SID after testing the sample, a different reputable outside chemical laboratory will be requested to test the sample a third time at City expense. The findings of the third laboratory will be conclusive.
 8. Based on the confirmation test, samples tested positive by the Department for a drug(s) in the urine will be resealed by the SID chemist and booked at Property Division. These samples will be maintained for a period of one year in a refrigerated state.
 9. The Department shall ensure that any non-sworn departmental personnel involved in the handling or testing of samples shall not have any prior felony convictions.
- C. Notwithstanding any other provision of this Article, the Department shall also have the discretion to order any sworn employee to submit only to a blood, breath or urine test for the purposes of determining the presence of a narcotic, drug or alcohol on a random basis (to the extent allowed by law). These tests will be conducted in the manner set forth in Section 2 below.

The exercise of this discretion by the Department shall be deemed a term and condition of such employee's employment and need not be supported by any showing of cause.

If any employee is ordered to submit to these tests involuntarily, the evidence obtained shall be used for administrative purposes only.

- D. If any employee requests a representative prior to submitting to a substance test, the employee shall be permitted to consult with a representative telephonically; and the employee shall be permitted to have a representative present, provided that such representative is able to arrive at the scene within two hours. If, while awaiting a representative, the employee must relieve himself or herself, he or she must provide a sample to be held by Department representatives pending the employee's receipt of advice; provided, however, that such sample shall be returned immediately to the employee without analysis in the event he or she chooses, after advice, to "refuse" a test. Refusal to obey an order to submit to a test as defined in Paragraph A of this Section may result in disciplinary action for insubordination up to and including termination.

Section 2 - Police Officer Drug Testing Program

A. Procedures

The Department Police Officer Drug Testing Program was developed to ensure it is as effective, fair, accurate and unintrusive as possible. Consequently, the following procedures will be implemented:

1. Probationary Employee Procedures

- a. All entry level probationary employees will be tested, on a random basis, a maximum of six times during their probationary period.
- b. All tenured employees will be tested, on a random basis, a maximum of twice during their promotional period.
- c. Probationary employees will only be tested twice unless their "testing entity" is randomly selected.

2. Tenured Police Officer Procedures

- a. All tenured police officers and municipal police officers will be tested, on a random basis, up to three times a year.
- b. The selection of test subjects will be conducted by computer without human intervention, so that at least 100 tests department-wide are conducted every week, in addition to the tests required by the Department of Transportation and those tests administered to probationary police officers and municipal police officers.
- c. The computer selection program will ensure that at least one person is randomly selected to be tested each week at every geographic Area, Traffic Division, and Narcotics Division. The program will randomly select at least one person to be tested every two weeks from Metropolitan Division and Major Crimes and Vice Division. The remainder of the Department's sworn personnel will be grouped by their bureau of assignment and the program will randomly select at least one person from each bureau grouping to be tested every month.

3. The following shall apply to employees subject to testing in Paragraphs 1 and 2 above:

- a. The collection and maintenance of samples will be conducted by trained professionals to prevent errors.
- b. Analysis of samples will be completed by members of SID with state-of-the-art equipment.
- c. Test subjects will be allowed to have a positive confirmation test sample retested by a reputable private laboratory.

B. Administration of the Drug Testing Program

Medical Liaison Section (MLS), Personnel Division, is the most appropriate Department entity to administer the Police Officer Drug Testing Program for the following reasons:

1. The program is a facet of the personnel function and therefore should fall under the auspices of the Commanding Officer, Personnel Division.
2. The administration of the program will be carried out on a twenty-four-hours-per-day, seven-days-a-week basis. This responsibility can best be fulfilled by MLS personnel deployed during a Day Watch and "floating" PM/AM Watch.
3. Since officers will be tested from all geographical locations, the program administration should be centrally located.
4. The collection of samples by MLS personnel, as opposed to some other administrative or investigative unit, may help to diminish program resistance.

The Commanding Officer, Personnel Division, will be designated as the Drug Testing Coordinator and the Officer-in-Charge, Medical Liaison Section, will coordinate the daily activities of the program. The collection of samples and the liaison between Personnel Division and test subjects will be assigned only to MLS personnel.

Note: All persons associated with the administration of the Police Officer Drug Testing Program will be apprised of the importance of maintaining the confidentiality of urinalysis information. Any employee who breaches this trust will be dealt with through the disciplinary process.

C. Test Population and Selection Process

Test subjects for this random urinalysis program will include all sworn personnel of the rank of lieutenant and equivalent ranks or below.

1. Entry-Level Probationary Employees

Entry-level probationary employees will initially be selected for testing while undergoing recruit officer training at the Academy. The second test will be administered once the individual has graduated and has been assigned to field duties. Additionally, all probationary police officers and municipal police officers will be eligible for unscheduled random selection and testing throughout their probationary period.

The selection of officers for testing will occur on a random basis by utilizing computer-generated random numbers programs written and operated by staff members of Information Technology Division (ITD).

The sampling plan is designed to assure random selection of test subjects for drug testing as well as confidentiality of the testing procedure. Two lists of probationary officers will be generated by the computer through the Personnel History System. One list will contain the names of all recruits currently being trained in the Academy. The second list will contain the names of all officers who have been placed in probationary field assignments. Both lists will be ordered according to the social security numbers rather than the names of the recruits since utilizing social security numbers eliminates the bias that is often built into alphabetically organized listings.

Random numbers tables will be utilized to assign a confidential test identification number to each recruit's name on the list of those currently being trained in the Academy as well as on the list of those currently in probationary field assignments. A listing of each recruit's name and the recruit's confidential test identification number will be generated and presented only to the staff of MLS.

Confidential test identification numbers will then be randomly selected by the computer. The recruits whose names match those identification numbers will then be tested for drugs. The computer will continue the selection of confidential test identification numbers until all recruits have been tested once during their training period in the Academy and once during their probationary field assignment.

A second computer program will reflect the confidential test identification numbers of all entry-level probationary police officers. On a random basis, this program will select officers for testing throughout their probationary period. Therefore, all officers will receive at least two urine tests for drugs, and could be selected more times during their probationary period.

2. Tenured Police Officer Procedures

The selection of tenured police officers and municipal police officers for testing will occur on a random basis by utilizing a computer-generated random numbers program written by members of ITD. The sampling plan is designed to assure random selection of test subjects for drug testing as well as confidentiality of the testing procedure. The list will be ordered according to the social security numbers rather than the name of the concerned personnel since utilizing social security numbers eliminates the bias that is often built into alphabetically organized listings.

Random numbers tables will be utilized to assign a confidential test identification number to each officer. A listing of each individual's name and his/her confidential test identification number will be generated and presented only to the staff of MLS.

Confidential test identification numbers will then be randomly selected by the computer as described in Section 2.A.2 of these procedures. The personnel whose names match those identification numbers will then be tested for drugs. No police officer will be tested more than three times in one year. This total number of tests per year will not exceed the total number of officers of the rank of Lieutenant and equivalent classes and below excluding probationers plus 30 percent.

D. Sample Collection

Medical Liaison Section sworn personnel will be responsible for the actual urine collection process. When directed by the Drug Testing Coordinator, they will report to Training Division or an Area/division prior to the beginning of a specific watch to test entry-level probationary officers. They will have a copy of a Department Drug Monitoring Log which will list the names and corresponding serial numbers and confidential test numbers of those officers to be tested that day.

At the test location, MLS personnel shall inform the Commanding Officer, or the highest ranking officer present, of the reason for their presence. They will provide a confidential list of those officers to be tested. A determination will be made as to the availability of the officers. When a test subject is not working (regular day off, vacation, etc.) or is unavailable (court attendance, booking of a suspect, etc.), MLS personnel will ensure that the officer is tested upon the employee's return to the work site. Only the highest ranking officer available will be aware of the name(s) of the officer(s) to be tested upon return to the station.

The MLS employee will request that an officer of the rank of Sergeant I or Detective II or higher from the Area/division be assigned to the collection process. The division/Area supervisor will be responsible for notifying the available officers of the test and assuring that they immediately report to the MLS employee for processing.

Verification of test subject identification will be made through the presentation of appropriate identification (Los Angeles Police Identification Card, California Driver's License, etc.) by each subject.

An MLS employee of the same sex as the subject will accompany the subject to a Department restroom facility. Once inside the restroom facility, the MLS employee will provide the test subject with a Department-approved urine sample container. The container will have affixed to it a label which reflects the test subject's corresponding confidential test number. The subject will be directed/ordered to provide a urine sample. The sample collection shall be monitored by the MLS employee in an atmosphere of privacy and dignity.

Note: Refusal to obey the order may result in disciplinary action for insubordination up to and including termination. Additionally, the Department will reserve the right to require that a urine test be administered when the employee exhibits objective symptoms of being under the influence of alcohol and/or a narcotic or drug or when there is a reasonable and articulated suspicion that the employee has ingested or absorbed in any other manner an alcoholic beverage, narcotic or drug.

Test subjects will be required to provide at least 50 cubic centimeters of urine for testing purposes. Subjects who are initially unable to provide a sufficient quantity of urine will be required to remain under the supervision of the MLS employee until a sufficient quantity can be deposited. The MLS employee shall approve all overtime worked due to urine sample collection.

All test subjects will be admonished that disciplinary action will be taken if a test subject attempts to dilute or, in any way, tamper with a urine sample.

In the presence of the MLS employee, the subject will be required to place and secure a lid on the urine sample container. The subject's right thumb print will then be inked and rolled on a specially prepared gummed label by the MLS employee who monitored the test. The subject will then affix the label to the urine sample container. The container will then display the subject's confidential test identification number and right thumb print for future identification purposes. Additionally, the MLS employee will sign and date two evidence seals and affix them to the container and lid in the presence of the test subject. This process will ensure a tamper-proof sample.

In order to preserve the chain or continuity of evidence, the MLS employee monitoring the collection sample will be responsible for the transportation of the sample(s) and a copy of the Scientific Investigation Division Confidential Drug Sample Report to SID for processing. During other than normal business hours, the MLS employee responsible for the sample(s) will store them in a secure environment in Property Division. The sample(s) will be delivered to SID by MLS personnel. The confidential test identification number of each test subject will be used instead of the employee's name on Department documents to ensure confidentiality.

E. Testing of Urine

In order to preserve the chain of custody, urine samples will only be released to SID personnel who will actually carry out the analysis. Medical Liaison Section employees will provide SID with a Confidential Drug Sample Report with each delivery of samples. Scientific Investigation Division personnel will complete the form as they test each sample.

Samples collected under the Police Officer Drug Testing Program will undergo the same two-stage testing system as currently utilized for police officer applicant testing. As a minimum, the following seven classes of drugs will be screened and confirmed by this process:

1. PCP
2. Cocaine Metabolites
3. Opiate Metabolites
4. Barbiturates
5. Amphetamines
6. Marijuana Metabolites
7. Benzodiazepines (Valium, Restoril, Ativan, Xanax, etc).

The Department uses an Immunoassay process to initially screen all urine samples for drugs. If a sample tests positive, Gas Chromatography (GCMS) is used to confirm the presence of the suspected drug(s).

Urine samples will be analyzed by SID within 10 days after their receipt. Test results will be forwarded to the Drug Testing Coordinator via the SID Confidential Drug Sample Report for review. Samples that test negative (no drug in urine) will be destroyed by the chemist conducting the test. Notification of the negative test results will be made via Department mail from the Drug Testing Coordinator to the test subject within 14 days of the sample collection.

Samples that test positive (drug in urine) based upon the confirmation test will be resealed by the chemist and booked at Property Division. They will be maintained for a period of one year in a refrigerated state. The commanding officer of the subject testing positive will be notified immediately and will remove the officer from field duties pending appropriate action.

Note: The Department uses the following screen test cut-off levels to determine whether a confirmation test will be given. Any test, either screen or confirmation, that fails to meet the below listed cut-off levels shall be considered a negative test.

DRUG TEST SCREEN CUT-OFF LEVELS

	<u>Screen</u>		<u>Confirmation</u>
PCP	25 ng/ml		25 ng/ml
Cocaine Metabolites	150 ng/ml	(benzoylecgonine)	100 ng/ml
Opiate Metabolites	2,000 ng/ml		2,000 ng/ml
		(6-acetylmorphine)	10 ng/ml
Barbiturates	300 ng/ml		150 ng/ml
Amphetamines	500 ng/ml		250 ng/ml
Marijuana Metabolites	50 ng/ml	(delta-9-tetrahydrocannabinol-9- carboxylic acid)	15 ng/ml
Benzodiazepines	300 ng/ml		150 ng/ml

ng/ml = nanograms per milliliter

F. Retest Process

Employees who test positive for one or more drugs will be given the opportunity to have a portion of the sample retested by a reputable chemical laboratory at City expense as provided in this Article. The sample will be divided by a representative of SID and released to an authorized agent of the laboratory upon request by the concerned employee.

The division of the sample will be done prior to the sample being tested by SID. Both samples will be resealed by the SID employee who does the division. The second sample, divided from the original sample, will be stored in Property Division until requested by the employee for outside laboratory testing at the City's expense.

If the outside laboratory reaches a different conclusion from SID after testing the sample, a different reputable outside laboratory will be requested to test the sample a third time at City expense. The findings of the third laboratory will be conclusive.

ARTICLE 4.4 HOURS OF WORK

A. Hours

1. Notwithstanding the provisions of LAAC Section 4.108 (Regular Hours of Work) and 4.113 (Overtime), any bargaining unit member who is assigned to a law enforcement function may be assigned by Management to a work schedule consisting of 20 days of work in each 28 day deployment period, with eight regular days off.
2. An employee shall be in actual attendance on duty a minimum of eight hours every day he/she is assigned to work. The eight hours does not include time to consume a meal. Adjustments to an employee's work schedule may be made in order to accomplish the objective of the Department. In all cases, a regular full-time employee shall work a total of 160 hours in each 28-workday deployment period.

B. Posting of Deployment Period Work Schedules

Under normal circumstances, deployment period (DP) work schedules shall be posted by noon on the Wednesday before the start of the next DP.

C. Change of Shift, Rotation

1. Generally, shift rotation shall coincide with the beginning of a deployment period.
2. All change of shift requests shall be based upon the current change of watch policy except as otherwise specified herein. When requesting a change of shift, employees shall list those shifts desired, in order of preference. Whenever possible, choice of shifts will be granted based on availability and then in the order of preference listed by the employee. If more than one employee of the same rank and pay grade requests a specific shift, and there are not enough available positions on the desired shift, the commanding officer shall have the discretion to assign the shift. The commanding officer's discretion shall be based on the current needs of the Department with priority consideration given to the seniority of officer(s) on shift. The commanding officer's discretion shall exclude consideration of nepotism, favoritism, or all other improper bases.

Exception: At the discretion of the commanding officer, employees may be loaned to another shift for no longer than four weeks to provide vacation relief as necessary to maintain adequate coverage on all shifts. In the event of an emergency or long-term training assignment, employees may be loaned to another shift in excess of four weeks. Attempts will be made to fill such loans on a voluntary basis. Should an employee be loaned to another shift to meet Department needs, including vacation relief, the loan period shall not be counted as time in the original shift. If an employee is activated to military duty exceeding one DP, the time of military activation shall not be counted as time in the original shift. The commanding officer may make an exception to this policy when it is in the best interest of the Department or individual employee to do so.

Requests for exceptions from rotation or a specific assignment as a result of a bona fide emergency or hardship situation shall be considered on a case-by-case basis. Any decision by the commanding officer shall be based on the current needs of the Department, and such decision shall not be a grievable or arbitrable matter.

Specialized assignments and/or units, as determined by Management, shall be exempt from the change of shift rotation, and their hours shall be set by their commanding officer. The commanding officer's discretion shall not include assignment on the basis of nepotism, favoritism, or other improper bases. Unless there is an emergency or unusual occurrence, Unit members shall be assigned to a specialized assignment after completion of a competitive selection process.

ARTICLE 4.5 MEAL AND REST PERIODS

The meal period for bargaining unit members shall be 30 minutes and shall not be counted as time worked for any purpose. A bargaining unit member who is called to duty during his/her meal period shall, at Management's discretion, either be:

- A. Given a 30-minute meal period at a later time during the same shift; or
- B. Compensated in cash at the rate of one and one-half times the employee's regular rate of pay.

Each employee shall be granted a minimum of 15 minutes rest period in each four 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 15 minutes without express consent of the designated supervisor.

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

ARTICLE 4.6 SUBPOENAED AS A WITNESS

When a bargaining unit member is subpoenaed as a witness by a court of competent jurisdiction, he/she shall be compensated in accordance with LAAC Section 4.111.1 (Payment of Salary When Subpoenaed as a Witness).

ARTICLE 4.7 COURT APPEARANCES

The following provisions shall apply only for the payment of overtime for court appearances outside of normal duty hours.

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 employee must notify his/her supervisor as soon as practical 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 his/her supervisor knows the employee can be reached.

1. An off-duty employee shall receive a minimum of four 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-hour minimum provided for in Paragraph A.1. above, with the exception that no compensation will be given for the initial 60 minutes of a noontime recess.

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 “be-there” 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 hours. In addition, he/she shall receive hour-for-hour overtime compensation for each additional hour of actual court attendance in excess of four hours.

C. Exceptions to the Four Hour Minimum

1. Court appearances or on call status commencing four 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 hours or less **during or 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.

Compensation for on call status shall not exceed four hours.

ARTICLE 4.8 DMV TELEPHONIC HEARINGS

Department of Motor Vehicles (DMV) Telephonic Hearings shall be governed by the following provisions.

A. On Duty

Employees subpoenaed for a DMV Telephonic Hearing scheduled during the employee's working hours shall utilize a Department telephone at the appointed time.

B. Off Duty

Employees subpoenaed for a DMV Telephonic Hearing 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 phone.

Employees participating in DMV Telephonic Hearings shall be entitled to a minimum of two and one-half hours of overtime compensation and hour-for-hour overtime compensation thereafter for actual participation in the hearing. The same noontime recess, as described in paragraph A.2. shall apply.

There shall be no on-call compensation for DMV Telephonic Hearings.

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 extended 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.

Employees who utilize a Department telephone to participate in a DMV Telephonic Hearing while off duty shall not be eligible for overtime compensation for travel spent reaching that telephone.

Overtime shall be compensated in accordance with provisions of Article 6.4 of this MOU.

ARTICLE 4.9 UNIFORMS AND EQUIPMENT ALLOWANCE

EFFECTIVE JULY 1, 2014

- A. Uniforms required by Management will be replaced, maintained, and cleaned at the employee's expense. Management will provide a cash payment of \$1,275 per fiscal year to bargaining unit members who are on active payroll status on each October 1. This payment will be made through an employee's regular paycheck between December 1st and December 15st each year for that fiscal year.
- B. This annual uniform allowance will not be paid to any officer graduating from a Police Academy during the calendar year in which the uniform allowance is to be paid.

This allowance shall be non-pensionable and treated as an add to pay, i.e., cash and not part of wages.

Replacement of uniforms and personal property for the LAPD shall be in accordance with department manual sections on reimbursement for lost or damaged property.

- C. Full time 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 a cash allowance of \$125.00 per fiscal year to bargaining unit members who are on active payroll status on each January 1. This payment will be made through an employee's regular paycheck between February 1st and February 15st each year for that fiscal year. In no event shall an employee be entitled to receive more than \$125.00 under the provisions of this Article.

Management 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.

EFFECTIVE MAY 17, 2015

- A. Uniforms required by Management will be replaced, maintained, and cleaned at the employee's expense. Management will provide a cash payment of \$1,450 per fiscal year to bargaining unit members employed in class code 3183-3 who are on active payroll status in and compensated during pay period 11 of each fiscal year. This payment will be made through an employee's regular paycheck as part of pay period 11 during each fiscal year.

This allowance shall be non-pensionable and treated as an add to pay, i.e., cash and not part of wages. This allowance shall also be subject to state and federal supplemental taxation rates.

- B. This annual uniform allowance will not be paid to any officer graduating from a Police Academy during the calendar year in which the uniform allowance is to be paid.

Replacement of uniforms and personal property, including shoes, for the LAPD shall be in accordance with department manual sections on appropriate attire and/or reimbursement for lost or damaged property.

- C. During pay period 11 in fiscal year 2015-16, the City will provide a cash payment in the amount of one thousand dollars to bargaining unit members employed in class code 3183-3 who are on active payroll status in and compensated during pay period 11 to cover the cost of firearms and equipment. This one-time payment will be paid as part of an employee's regular paycheck and shall be subject to both state and federal supplemental taxation rates.

ARTICLE 4.10 RAIN GEAR

Management shall provide standard law enforcement rain and safety gear for employees who are required to work outside in inclement weather. Management shall replace such gear when no longer serviceable.

ARTICLE 4.11 BILINGUAL DIFFERENTIAL

During the term of this MOU, employees required to use a language other than English will be compensated in accordance LAAC with Section 4.84.

ARTICLE 4.12 SIGN LANGUAGE PREMIUM

Any During the term of this MOU, any qualified bargaining unit member who is requested by the Communications Assistance Center to employ sign language in the course of their work shall be compensated in accordance with LAAC Section 4.84.1.

ARTICLE 4.13 MILEAGE

An employee shall be reimbursed for using his/her personal vehicle in the performance of his/her duties when so authorized in accordance with LAAC Section 4.230.

ARTICLE 4.14 MARKSMANSHIP BONUS

A. Bargaining unit members shall be eligible for a marksmanship distinction and bonus after meeting the criteria established by the LAPD in accordance with the following table.

Marksmanship Distinction	Biweekly Bonus Amount
Marksman	\$4.00
Sharpshooter	\$8.00
Expert	\$16.00
Distinguished Expert	\$32.00

B. Compensation shall be paid beginning with the first full payroll period of the month following the date of qualification and shall continue for 26 biweekly pay periods. After the 26th pay period, requalification must occur in order to continue receiving a marksmanship distinction and commensurate compensation. At any time, a bargaining unit member may requalify at a higher level than the level for which he/she originally qualified.

C. Qualifying bargaining unit members will be compensated for only one level of expertise.

D. The marksmanship bonus shall be treated and administered as an add to pay, i.e., cash, and shall be non-pensionable.

SECTION 5.0 BENEFITS

ARTICLE 5.1 RETIREMENT BENEFITS

A. Benefits – Tier 1

1. Pursuant to LAAC Section 4.1002, a person who is hired by the City on or before June 30, 2013, in a classification whose retirement benefits are provided for through the Los Angeles City Employees' Retirement System (LACERS) shall be a member of LACERS Tier 1.

2. Pursuant to LAAC Section 4.1003 (a), beginning November 8, 2009, all members of LACERS Tier 1 shall contribute by salary deduction six percent of their pension-based compensation, of which one-half percent shall be the survivor portion and the remaining five and one-half percent shall be the normal contribution. All contributions shall be made applicable with State and federal laws regulating pensions contributions.

3. Pursuant to LAAC Section 4.1003 (b), commencing July 1, 2011, and ending June 30, 2026, or when the Early Retirement Incentive Program Cost Obligation is fully paid (delineated in LAAC Section 4.1033), whichever comes first, in lieu of a six-percent retirement contribution specified in LAAC Section 4.1003 (a), Tier 1 members shall contribute by salary deduction seven percent of their pension-based compensation, of which one-half percent shall be the survivor portion, five and one-half percent shall be the normal contribution, and one percent shall be the Early Retirement Incentive Program Cost Obligation.
4. Notwithstanding LAAC Section 4.1003 (c) (2), effective April 21, 2013, , all employees shall contribute an additional four percent of their pre-tax, pension-based compensation to defray a portion of the City's cost of providing retiree health insurance. The additional four percent thereby results in a total flat rate employee retirement contribution rate of eleven percent in accordance with the above provisions. This additional four percent contribution shall continue in effect and be subject to modification pursuant to future MOU negotiations in accordance with applicable Charter and Administrative Code provisions.

B. Benefits – Tier 2

1. Pursuant to LAAC Section 4.1002, a person who is hired by the City on or after July 1, 2013, in a classification whose retirement benefits are provided for through the Los Angeles City Employees' Retirement System (LACERS) shall be a member of LACERS Tier 2.
2. Employees who are in LACERS Tier 2 shall contribute at an actuarially determined rate as set forth in LAAC Section 4.1053.

C. Procedure for Benefits Modifications

1. Proposals for major retirement benefit modifications will be negotiated in joint meetings with the certified employee organizations whose memberships will be directly affected. Agreements reached between Management and organizations whereby a majority of the members in the Los Angeles City Employees' Retirement System are affected shall be recommended to the City Council by the CAO as affecting the membership of all employees in the Los Angeles City Employees' Retirement System. Such modifications need not be included in the MOU in order to be considered appropriately negotiated.
2. Proposals for minor benefit modifications and technical changes will be considered and reported on as appropriate, but no more than once a year, in a report from the CAO to the City Council. Affected organizations shall be given the opportunity to review the proposed minor changes prior to the release of the report, and their views shall be included in the report.

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

4. Division 4, Chapter 11, Article 2 of the Los Angeles Administrative Code (LAAC) provides a retiree health benefit for Tier 1 employees. Commencing April 21, 2013, the parties agree that the retiree health benefit available under this program is a vested benefit for all employees. Specifically, the parties agree that for Tier 1 employees the current Maximum Medical Plan Premium Subsidy of \$1,190 per month, which represents the City's maximum retiree non-Medicare Part A and Part B premium, is vested. Additionally, the maximum amount of the annual increase authorized in LAAC Section 4.1111(c) shall be granted and is vested. The entitlement to retiree health benefits under this provision shall be subject to the rules under Division 4, Chapter 11 of the LAAC in effect as of the effective date of this provision. The parties further agree that as a condition of vesting the Maximum Medical Plan Premium authorized by the LAAC, the amount of employees contributions is subject to bargaining in future MOU negotiations in accordance with applicable Charter provisions. The parties further agree that should any of the provisions of this Article, or of any subsequent MOUs which incorporate these sections, be enjoined or declared invalid or unlawful by a court of competent jurisdiction, the Maximum Medical Plan subsidy would revert to the provision of the LAAC in effect prior to April 24, 2011. Additionally, the parties shall meet and confer to achieve equal cost savings.

ARTICLE 5.2 VACATIONS, SCHEDULES, AND PAY

EFFECTIVE JULY 1, 2014

- A. Vacations will be scheduled as far in advance as possible. Consideration shall be given to the efficient operation of the department, office or bureau, the desires of the employees, and seniority in grade of the employees represented herein.

- B. Notwithstanding the provisions of Section 4.245 of the Los Angeles Administrative Code (LAAC), operative the effective date of the Ordinance implementing this MOU, each employee in this unit who has completed his/her qualifying year on or after that date shall be entitled to the following number of vacation days with full pay, based on the number of years of City service completed; accrued and credited at the rates indicated, subject to deductions for absences as provided in Section 4.246 of the LAAC.

Years of Service Completed	Number of Vacation Days	Monthly Accrual Rate in Hours/Minutes
1	11	7.20
5	17	11.20
13	18	11.20
14	19	11.20
15	20	11.20
16	21	11.20
17	22	14.40
18	23	14.40
19	24	16.00
25	25	16.40

C. Vacation Accrual During Active Military Service - Cash Out of Accrued Vacation at Commencement of Leave

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

EFFECTIVE JULY 1, 2015

A. Each employee shall be entitled to 120 hours of vacation annually with full pay.

Upon the completion of two years of City service in the aggregate, each employee shall be entitled to 128 hours vacation annually with full pay.

Upon the completion of 10 years of City service in the aggregate, each employee shall be entitled to 192 hours vacation annually with full pay.

Upon completion of 30 years of City service in the aggregate, each employee shall be entitled to 200 hours vacation annually with full pay.

On January 1, 2016, one year's worth of vacation time shall be credited to each bargaining unit member based on his or her years of City employment.

On January 1, 2017, and each January 1st thereafter, vacation time accrued during the previous year shall be credited to each employee.

- B. Each employee shall be permitted to defer vacation, thereby accumulating unused vacation time to total not more than the equivalent of two years of vacation credit. Under no circumstance shall an employee be entitled to accumulate vacation time in excess of two years.

The employee may defer all or a portion of his or her vacation. The employee should consider the amount of vacation time the employee has accumulated and whether deferring all or part of the vacation could result in loss of vacation time which will automatically be deposited in the catastrophic illness or injury time bank.

- C. For the purpose of computing the 10 years of service in the aggregate under Section A above:

1. Any employee shall be deemed to have been in the service of the Police Department during any period of military service performed by such employee if said employee was entitled to reinstatement as an employee of the Police Department after such military service and was, in fact, so reinstated.
2. Service of an employee prior to service retirement shall be counted if such employee is reactivated pursuant to any Charter Section providing the return or recall to active service of a service-retired pensioner.
3. Service of an employee prior to resignation shall be counted if such employee is not eligible for pension under the provisions of any applicable Police Pension System or Los Angeles City Employees' Retirement System in the Charter or Administrative Code and is reemployed by the Police Department.

- D. Any employee who, immediately prior to becoming a member of the Police Department, was employed in any other department of the City and had earned any unused vacation credits for which the employee was not compensated either in cash or time off, shall be credited with such unused vacation time in addition to any vacation to which the employee is entitled.

- E. In the event any employee, after the completion of the employee's initial year of service, becomes separated from the service of the Department by reason of resignation, , retirement, death, or for any other reason, cash payment of a sum equal to all earned, but unused vacation, including vacation for the proportionate part of the year in which the separation takes place, shall be made at the salary rate current at the date of the separation to the employee, the estate, or any person legally entitled to such payment, except that an employee who resigns from the Police Department for the purpose of accepting employment in the Fire Department, and who is reemployed in the Fire Department from the effective date of the resignation shall not receive cash payment.

- F. The City Controller shall keep a record of vacation time balance based on Police Department records and shall advise employees on their paycheck of their balance biweekly.

- G. Employees with 10 or more years of service in the aggregate may split their vacation time into two parts. Employees who choose to split their vacation period or periods may apply their seniority preference to any one portion. Seniority shall be defined as total length of City service exclusive to all regular, full time appointments. The additional vacation time shall be granted on a reverse seniority basis.
- H. Management is sensitive to the needs of its employees to plan vacations with other family members. Therefore, when employees are transferred after vacation scheduling has been completed, it is the intent of management to allow employees to retain originally designated vacation dates, if possible.

When an employee is transferred, the commanding officer of the organizational unit into which the employee is transferred shall make every good faith effort to honor the originally scheduled vacation dates unless:

- 1. Granting the vacation, as scheduled, will impact on the unit's ability to adequately deploy personnel required to accomplish its mission; or
 - 2. The employee requests a change in vacation dates, and such a change can be made without impacting the deployment needs of the unit.
- I. It is the policy of the Department to allow officers to take regularly scheduled vacations or remain on vacation during a mobilization unless the officer volunteers to work or there is an order by the Mayor or the Chief of Police to cancel vacations.
 - 1. An officer who volunteers to work during a mobilization while on a regularly scheduled vacation may do so subject to the following:
 - a. The Department must have a need for the employee to return to work. Assignments will be made at the discretion of the Department.
 - b. Once the employee voluntarily returns to work, the employee may not resume his or her vacation (including regularly scheduled days off, accumulated overtime and days off in lieu of a holiday) without the approval of the Department.
 - c. The employee may defer all or a portion of his or her vacation pursuant to this Article.
 - d. Where an employee has elected to defer all or a portion of vacation, the employee shall be shown on regular duty status for each deferred vacation day and shall receive overtime compensation according to the provisions of other Articles of this MOU.
 - e. The Department may approve an employee's use of any remaining vacation once the situation deescalates and it is determined there is adequate deployment at all levels of rank.
 - f. The Department is under no obligation to reschedule the vacation during the current calendar year but may do so if it does not impact the ability to maintain adequate deployment at all levels of rank.

2. When the Mayor or Chief of Police orders officers on regularly scheduled vacation to return to work during a mobilization, such return is subject to the following:

The employee may elect to defer all or part of the remaining vacation subject to the provisions of Paragraphs I.1.c-f of this Article.

ARTICLE 5.3 HOLIDAYS AND HOLIDAY PREMIUMS

EFFECTIVE JULY 1, 2014

- A. Notwithstanding any provisions of the Los Angeles Administrative Code that may conflict, the following days shall be treated as holidays.
 1. New Year's Day (January 1)
 2. Martin Luther King's Birthday (the third Monday in January)
 3. Presidents' Day (the third Monday in February)
 4. Cesar E. Chavez Birthday (the last Monday in March)
 5. Memorial Day (the last Monday in May)
 6. Independence Day (July 4)
 7. Labor Day (the first Monday in September)
 8. Columbus Day (the second Monday in October)
 9. Veterans Day (November 11)
 10. Thanksgiving Day (the fourth Thursday in November)
 11. Day after Thanksgiving Day
 12. Christmas Day (December 25)
 13. Any day or portion thereof declared to be a holiday by proclamation of the Mayor, and the concurrence of the City Council by resolution.
 14. Two unspecified holidays
- B. When any holiday from 1 through 12 above falls on a Sunday, it shall be observed on the following Monday.
- C. When any holiday from 1 through 12 above falls on a Saturday, it shall be observed on the preceding Friday.
- D. Any holiday declared by proclamation of the Mayor, shall not be deemed to advance the last scheduled working day before a holiday for purposes of computing any additional time off.

- E. Whenever a holiday from 1 through 12 above occurs during an employee's regularly scheduled work week, eight hours of paid leave shall be credited for the purpose of computing overtime pay for work performed after 40 hours.
- F. Whenever a holiday listed under 13 above occurs during an employee's regularly scheduled work week, the appropriate number of hours of paid leave shall be credited for the purpose of computing overtime pay for work performed after 40 hours.
- G. Whenever, an employee's 9/80 or modified day off falls on a holiday, the employee shall take an alternate day off within the same workweek and calendar week as the holiday.
- H. Holiday Premium Pay - Any non-FLSA employee who works on any holiday listed above will, receive eight hours (or portion thereof as specified above in A.13) of holiday pay and one and one-half (1½) the hourly rate for all hours worked on the observed holiday; provided, however, that the employee has (1) worked his/her assigned shift immediately before and his/her assigned shift immediately after the holiday, or, (2) prior to such holiday Management has authorized the employee to take paid leave time off in lieu of the requirement to work said shifts. Any employee who fails to meet these requirements will be paid at the rate of one hour for each hour worked. Employees shall not receive both overtime and holiday premium pay for the same hours.
- I. An employee who works in excess of: eight hours on any holiday listed from 1 through 12 above, or works in excess of any day or portion thereof declared to be a holiday by proclamation of the Mayor shall be paid at the appropriate holiday premium pay rate for his/her class. Employees shall not receive both overtime and holiday premium pay for the same hours.
- J. For each holiday listed above which results in time off with pay for employees working a Monday through Friday work week, employees who are scheduled to work other than the Monday through Friday work week shall be entitled to such day off with pay or shall be compensated in accordance with all pertinent provisions (B through H above). If such holiday falls on the employee's scheduled day off, an alternative day off in-lieu shall be scheduled within the same calendar week as the holiday. However, nothing herein is intended to preclude departments from establishing internal policies regarding the scheduling of said alternate days off.
- K. The additional compensation for work performed on a holiday as provided herein shall not apply to employees whose regular rate of pay is bonused to include pay for holidays worked.
- L. Management shall have the sole authority and responsibility to determine whether the compensation for any holiday worked shall be in cash or paid leave time off.
- M. The unspecified holiday shall be taken in accordance with the following requirements:
 - 1. The holiday must be taken in one full normal working day increment of eight hours during the calendar year in which it is credited or it will be forfeited. The request for such time off, if timely submitted by the employee, will be promptly approved by Management subject to the operating needs of the employee's department, office or bureau.

If an unforeseen operating requirement prevents the employee from taking such previously-approved holiday, Management will reschedule the holiday so that it may be taken on some other reasonably satisfactory date within the calendar year.

2. Any break in service (i.e., resignation, discharge, retirement, etc.) prior to taking the holiday shall forfeit any right thereto.
3. The holiday shall not be utilized to extend the date of any layoff.
4. No employee shall be entitled to an unspecified holiday until he/she has completed six months of service.
5. Employees who work in intermittent, on call, vacation relief, or seasonal positions shall not be entitled to an unspecified holiday.
6. No employee shall receive more than two unspecified holidays. Thus, (a) an employee transferring from the Department of Water and Power (D.P.) to any other City department, office or bureau will not receive an unspecified holiday after taking such holiday prior to leaving the D.P., and (b) employees who resign or are terminated and then rehired during the same calendar year, will not receive an additional unspecified holiday when rehired.

EFFECTIVE JULY 1, 2015

A. Employees who work on the following holidays shall receive holiday premium compensation as described below. All holiday premium compensation shall be provided in the form of cash or time off with pay at the sole discretion of management. Employees shall be compensated with premium holiday pay as described below for any watch worked on the following holidays.

1. New Year's Day
2. Easter
3. Memorial Day
4. Independence Day
5. Labor Day
6. Thanksgiving
7. Christmas Eve
8. Christmas Day
9. New Year's Eve

B. Employees who do not work on the holidays listed above, i.e., are scheduled to be off, shall receive eight hours of pay (coded "HO") at the straight time rate. All holiday premium compensation shall be provided in the form of cash or time off with pay at the sole discretion of management.

- C. Holiday premium compensation shall be submitted as straight time equal to one half of the actual hours worked for a maximum of six hours straight time. For example, officers assigned to an 8-hour shift will receive premium compensation of 4 hours; officers assigned to a 9-hour shift will receive premium compensation of 4.5 hours; officers assigned to a 10-hour shift will receive premium compensation of 5 hours; and officers assigned to a 12-hour shift will receive premium compensation of 6 hours. Premium compensation shall not apply to overtime hours worked in excess of the normal tour of duty.
- D. Employees called out or scheduled to work on an overtime basis during a shift specified for premium compensation are entitled to premium compensation in accordance with Paragraph B. above in addition to the overtime compensation. For example, an employee recalled to work who works 7 hours of overtime would receive time-and-one-half overtime compensation for the 7 hours *plus* premium compensation of 3.5 hours at straight time. The maximum premium compensation remains at 6 hours straight time regardless of how many overtime hours are worked.
- E. Notwithstanding provisions of this paragraph above, 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 (in the form of time or cash at the sole discretion of management) 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 MOU and may be allowed either on the same day that is declared a special holiday by the Mayor and the Council or on any subsequent day at the discretion of the Chief of Police.

ARTICLE 5.4 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"), approved by the City Council, and implemented by the Personnel Department. Use of the word "Civilian" in regards to employee benefit packages is for convenience of reference. Such language does not impact peace officer authority or standing granted to bargaining unit members under Federal, State, or local laws.

The sections below are intended to reflect the terms of the Flex Program as approved by the City Council on July 17, 1996. If there are discrepancies between the benefits described herein and the actual Flex Program approved by the City Council, the Flex Program benefits will take precedence.

Section I - Health Plans

During the term of this MOU, Management agrees to continue contributing for each full-time employee a monthly subsidy equal to the cost of his/her medical plan but not to exceed the Kaiser Permanente Family rate.

During the term of this MOU, Management agrees to continue contributing for each regular half-time employee a monthly subsidy equal to the cost of his/her medical plan but not to exceed the Kaiser Permanente Single Party rate.

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

During the term of this MOU, the City's contribution to health care plan costs (monthly health care subsidy) shall be adjusted based on changes in the Kaiser Permanente Family Rate for full-time employees and in the Kaiser Permanente Single Party Rate for regular half-time employees. Changes in the monthly subsidy shall be effective at the beginning of the pay period in which the Kaiser Permanente yearly premium rate change is implemented.

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

During the term of this MOU, the JLMBC will review all rate changes and their impact on the Health Plans. The following provisions will apply to unit members enrolled in a City-sponsored health care plan and eligible for the health care subsidy.

Effective January 1, 2016, unit members shall pay 10% of the City's monthly health care premium (deducted on a biweekly basis) when the amount of their monthly health care premium for the health care plan in which they are enrolled is less than or equal to the amount of the City's maximum monthly health care subsidy.

In the event that unit members are enrolled in a health care plan that has a monthly premium that exceeds the City's maximum monthly subsidy, then, effective January 1, 2016, such members shall pay on a biweekly basis the total of the difference between the cost of their monthly health care premium and the City's maximum monthly health care subsidy, plus half of 10% of the City's maximum monthly health care subsidy (deducted on a biweekly basis).

Section II - Dental Plans

The dental plans offered and the benefits provided by those plans shall be determined by the Personnel Department in accordance with LAAC Section 4.303 upon the recommendation of the JLMBC and approval of the City Council.

Management will expend for full-time employees in the classifications represented in this MOU the monthly sum necessary to cover the cost of the employee-only coverage under the City-sponsored Dental Plan Program. Coverage for dependents of eligible employees may be obtained in a City-sponsored plan at the employee's expense, provided that sufficient enrollment is maintained to continue to make such coverage available.

During the term of this MOU, the JLMBC will review all rate changes and their impact on the Dental Plans.

Section III – Inclusion of Domestic Partner as a Dependent

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

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

Section IV - General Provisions

An open enrollment period of at least 30 days shall be declared by the Personnel Department annually. During this open enrollment period, employees may enroll themselves and, at their option, their dependents in the City-sponsored health and dental plans. Employees who fail to enroll during this open period will be ineligible to change coverage options or activate new coverage options under City-sponsored plans unless another open enrollment period is subsequently declared by the Personnel Department. Enrolled employees who do not wish to change coverage options or activate new coverage options are not required to re-enroll during the open enrollment period except for those participating in the Dependent Care Reimbursement Account.

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

Management will retain all duties and responsibilities for the administration of the City's health and dental plans.

Section V - Subsidy During Family and Medical Leave

For an employee who is on Family or Medical Leave under the provisions of Article 5.7 herein, Management shall continue the City's medical and dental plan subsidies for employees who are enrolled in a City health and/or dental plan prior to the beginning of said leave. Employees shall be eligible for such continued subsidies while on a Family or Medical Leave in accordance with Article 5.7 herein. However, for any unpaid portion of Family or Medical Leave, health and/or dental plan subsidies shall be continued for a maximum of nine pay periods, except while an employee is on a Pregnancy Disability Leave (up to four months), Management shall continue the City's subsidy described herein for her pregnancy health coverage (medical plan subsidy) in compliance with the provisions of SB 299 and AB 592 enacted in 2011.

Section VI – Benefit Protection Plan

For employees who have approved disability claims (excluding those for work-related injuries) under the City's Flex Program disability insurance carrier, Management shall continue the City's medical, dental, and basic life insurance plan subsidies for a maximum of two years or at the close of claim, whichever is less. Employees must have been enrolled in a Flex Program medical, dental and/or basic life plan prior to the beginning of the disability leave. Coverage in this program will end if the employee retires (service or disability) or leaves City service for any reason.

Section VII - Continuation of Benefits for Survivors of Employees Killed in the line of Duty

The City will provide continuation of Flex Program medical and dental plan subsidies toward the cost of health plan premiums for the eligible spouse or domestic partner and any minor dependents of any employee who is killed in the line of duty while on active payroll status. This coverage shall apply only to a spouse or domestic partner and/or dependents covered under the employee's plan at the time of death and shall cease for minor dependents when they reach the age of eighteen, or through the age of twenty-five if unmarried and attending an accredited school on a full-time basis. This benefits shall not apply to survivors of employees eligible for retiree health benefits.

This benefit shall be administered by the Personnel Department. Upon application by a spouse, domestic partner, or dependents for this benefit, a committee comprised of representative of the Personnel Department, CAO, and the department of the deceased employee shall jointly determine whether the circumstances of the employee's death qualify his/her spouse or domestic partner/dependents for the benefit provided under this section. The decision of this committee shall be final and binding and not subject to further appeal.

ARTICLE 5.5 SICK LEAVE BENEFITS

Management's present practices with regard to allowances for sick leave will be continued during this term of the MOU. Such practices of allowance for sick leave shall be in accordance with LAAC Sections 4.126, 4.126.2, and 4.128.

ARTICLE 5.6 FAMILY ILLNESS

Management's present practice of allowances for leave for illness in the family will be continued during the term of this MOU. The aggregate number of working days allowed in any one calendar year with full pay shall not exceed six, except as provided for in Article 5.7 of this MOU. Such practice of allowance for leave for family illness shall be in accordance with LAAC Section 4.127.

ARTICLE 5.7 FAMILY AND MEDICAL LEAVE

A. Authorization for Leave

During the term of this MOU, up to four months (nine pay periods) of family or medical leave shall be provided for the purpose of childbirth, adoption, foster care of a child, or serious health condition of an immediate family member (as defined in LAAC Section 4.127), 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.

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

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

Exception: Under the provisions of this Article, a pregnant employee may be eligible for up to four months (nine pay periods) for childbirth disability and up to an additional four months (nine pay periods) for purposes of bonding. (See Section IV.F. of this Article)

B. Definitions

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

C. Eligibility

1. The provisions of this Article shall apply to all employees in this Unit who have been employed by the City for at least 12 months and who have worked at least 1,250 hours during the 12 months immediately preceding the beginning of the leave.

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

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

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

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

D. Conditions

1. Pregnancy – The start of leave for a pregnant employee shall be at the beginning of the employee's pregnancy-related disability that a health care provider certifies as necessary. Leave for the non-disability portion of childbirth may be taken before or after delivery.

In accordance with Pregnancy Disability Leave (PDL) under the California FEHA, employees who are disabled due to pregnancy, childbirth, or related medical conditions are eligible for up to four months (nine pay periods) of leave with medical certification certifying the employee is unable to work due to a pregnancy-related condition. PDL under the FEHA may be taken before or after the birth of a child, which shall run concurrently with pregnancy leave under the federal Family and Medical Leave Act of 1993, and must be concluded within one year of the child's birth.

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

2. Adoption – The start of a family leave for adoption or foster care of a child shall begin on a date reasonably close to the date the child is placed in the custody of the employee. Leave may be granted prior to placement if an absence from work is required.
3. Family Illness – The start of a family leave for a serious health condition of a family member shall begin on the date requested by the employee or designated by Management.
4. Employee's Own Illness – The start of a leave for the employee's own serious health condition shall begin on the date requested by the employee or designated by Management.
5. A serious health condition is defined as an illness, injury, impairment, or physical or mental condition that involves:
 - a. Any period of incapacity or treatment connected with inpatient care in a hospital, hospice, or residential medical care facility; or
 - b. A period of incapacity requiring an absence of greater than three days involving continuing treatment by or under the supervision of a health care provider; or
 - c. Any period of incapacity (or treatment resulting therefrom) due to a chronic serious health condition; or

- d. Any period of incapacity that is permanent or long-term due to a condition for which treatment may not be effective; or
 - e. Any absences to receive multiple treatments (including any period of recovery therefrom) by, or on referral by, a health care provider for a condition that likely would result in incapacity or more than three consecutive days if left untreated; or
 - f. Any period of incapacity due to pregnancy or for prenatal care.
6. Continuous, Intermittent, and Reduced Work Schedule Leave – All leave granted under this Article shall normally be for a continuous period of time for each incident.

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

In accordance with the CFRA, leave for the birth, adoption or foster care placement of a child of an employee ("bonding" leave) does not have to be taken in one continuous period of time. Under CFRA, the basic minimum duration of bonding leave is two weeks, and on any two occasions an employee is entitled to such bonding leave for a time period of not less than one day but less than two weeks' duration. Any other form of intermittent leave, or work on a reduced schedule, for the purpose of bonding leave shall only be permitted at the discretion of Management. Bonding leave must be concluded within one year of the birth or placement of the child.

- 7. If any employee requires another leave for a separate incident under the provisions of this Article during the same 12-month period, a new request must be submitted.
- 8. A personal leave beyond the four month (nine pay periods) leave provided in this Article may be requested, subject to the approval of the appointing authority and, if required, the Personnel Department, as provided under other City leave provisions.
- 9. An employee receiving temporary workers' compensation benefits (either IOD or the rate provided in Division IV of the California Labor Code) who meets the eligibility requirements in III.A. of this Article shall automatically be considered to be on family or medical leave, effective the first day of the employee's absence.
- 10. Management has the right to request and verify the certification of a serious health condition by a health care provider for a leave under the provisions of this

Article. Management shall allow the employee at least 15 calendar days to obtain the medical certification.

11. Upon return from family or medical leave, an employee shall be returned to his/her original job or to an equivalent job.

E. Notice Requirements

1. Employee

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

2. Management

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

F. Applicable Time Off

Employees who are granted leave in accordance with this Article shall take time off in the following order:

1. Childbirth (Mother)

- a. Accrued sick leave (100% and 75%) or vacation for the entire period of disability that a health care provider certifies is necessary (including prenatal care or the mother's inability to work prior to the birth), may be taken at the employee's discretion.
- b. For the non-disability portion of childbirth leave (before delivery or after "bonding"), accrued vacation available at the start of the leave shall be used prior to the use of time under 3, 4, 5 and 6 below.
- c. Accrued sick leave. All 100% sick leave shall be used first, followed by 75% sick leave. The use of sick leave under this subsection is at the employee's discretion.
- d. Unpaid leave.

- e. Accrued compensatory time off may be used at the employee's discretion, with Management's approval, after exhaustion of 100% sick leave (No. 3 above). In accordance with the final Department of Labor Regulations, which became effective January 16, 2009, and governs the federal Family and Medical Leave Act, any use of accrued compensatory time off under this Section shall be counted against the employee's annual family and medical leave entitlement.

2. Childbirth (Father or Domestic Partner), Adoption, Foster Care, or Family Illness

- a. Annual family illness sick leave up to 12 days may be used at the employee's discretion. Such leave may be taken before or after the vacation described in 2 below.
- b. Accrued vacation available at the start of the leave shall be taken. Such time must be used prior to the use of time under 3, 4, 5 and 6 below.
- c. Accrued sick leave. All 100% sick leave shall be used first, followed by the use of all 75% sick leave. The use of sick leave under this subsection is at the employee's discretion.
- d. Unpaid leave.
- e. Accrued compensatory time off may be used at the employee's discretion, with Management's approval, after exhaustion of 100% sick leave described above. In accordance with the final Department of Labor Regulations, which became effective January 16, 2009, and governs the federal Family and Medical Leave Act, any use of accrued compensatory time off under this Section shall be counted against the employee's annual family and medical leave entitlement.

3. Personal Medical Leave

- a. Accrued sick leave (100% or 75%) may be used at the employee's discretion. Such leave may be taken before or after the vacation described below.
- b. Accrued vacation time off available at the start of the leave shall be taken. Such time must be used prior to the use of unpaid time.
- c. Unpaid leave.
- d. Accrued compensatory time off may be used at the employee's discretion, with Management's approval, after exhaustion of 100% sick leave described above. In accordance with the final Department of Labor Regulations, which became effective January 16, 2009, and governs the federal Family and Medical Leave Act, any use of accrued compensatory time off under this Section shall be counted against the employee's annual family and medical leave entitlement.

G. Sick Leave Rate of Pay

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

H. Monitoring

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

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

ARTICLE 5.8 TEMPORARY DISABILITY: WORKERS' COMPENSATION

Management agrees to adhere to the City's policies with regard to the Citywide Temporary Modified Duty (Return to Work) Program.

Management agrees to continue providing Workers' Compensation benefits in accordance with LAAC Section 4.104, except that salary continuation payments during absences for temporary disabilities arising from job-related injuries or illnesses shall be in an amount equal to the employee's regular biweekly, take-home pay at the time of incurring the disability condition. For the purposes of this article, take-home pay is defined as an employee's biweekly gross salary rate less the mandatory deductions for Federal and State income tax withholding, and employee retirement contributions. An employee may make adjustments in the amount of voluntary deductions while on temporary disability leave but cannot change the amount normally deducted for State and Federal income taxes.

ARTICLE 5.9 BEREAVEMENT LEAVE

Bereavement leave shall be afforded to bargaining unit members and administered in accordance with LAAC section 4.127.1.

ARTICLE 5.10 JURY SERVICE

Payment of salary to a bargaining unit member when summoned to jury service shall be administered in accordance with LAAC Section 4.111 (Payment of Salary During Jury Service).

ARTICLE 5.11 FUNERAL EXPENSES

The City shall expend a sum of money not to exceed \$25,000 for funeral expenses to the heirs of a bargaining unit member who dies while on active duty from injuries incurred while performing his/her job or who dies as a direct cause of such injuries. This amount includes any amount already available for this purpose in accordance with California State Labor Code Section 4701.

SECTION 6.0 COMPENSATION

ARTICLE 6.1 SALARIES AND POST

Salaries for bargaining unit members are set forth and specified in Appendices A and B of this MOU.

EFFECTIVE MAY 19, 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 19, 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, add to pay longevity pay bonus based upon the aggregate number of years served as a Municipal Police Officer, including years of services 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 bargaining 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 bargaining 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

Bargaining 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 bargaining 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.

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute this Memorandum of Understanding the day, month, and year first above written.

FOR EAA:



Gregory J. West, Executive Director
Engineers and Architects Association

FOR MANAGEMENT:



Miguel A. Santana
City Administrative Officer

As to form:



City Attorney's Office

4/16/15
Date

MOU 28 - APPENDIX A

SALARIES OPERATIVE JULY 1, 2014

Municipal Police Officer			Steps				
			1	2	3	4	5
Class Code	Regular Pay	HR	\$30.00	\$31.67	\$33.44	\$35.30	\$37.27
3183							
Salary Range		BW	\$2,400.00	\$2,533.60	\$2,675.20	\$2,824.00	\$2,981.60
3000		YR	\$62,640	\$66,127	\$69,823	\$73,706	\$77,820

Municipal Police Officer I			Steps								
			1	2	3	4	5	6	7	8	9
Class Code	Regular Pay	HR	\$24.13	\$25.48	\$26.90	\$28.40	\$30.00	\$31.67	\$33.44	\$35.30	\$37.27
3183-1											
Salary Range		BW	\$1,930.40	\$2,038.40	\$2,152.00	\$2,272.00	\$2,400.00	\$2,533.60	\$2,675.20	\$2,824.00	\$2,981.60
2413		YR	\$50,383	\$53,202	\$56,167	\$59,299	\$62,640	\$66,127	\$69,823	\$73,706	\$77,820

MOU 28 - APPENDIX B
SALARIES OPERATIVE MAY 17, 2015

Municipal Police Officer I			
Class Code		HR	\$ 27.50
3183-1	Regular Pay	BW	\$ 2,200.00
		YR	\$57,420

Municipal Police Officer II			
Class Code		HR	\$ 29.00
3183-2	Regular Pay	BW	\$ 2,320.00
		YR	\$60,552

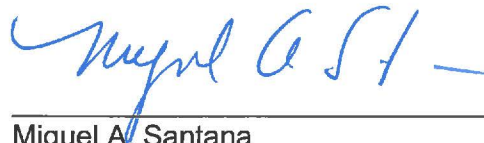
Municipal Police Officer III			Steps														
			1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
Class Code 3183-3	Regular Pay	HR	\$ 27.36	\$ 28.11	\$ 28.89	\$ 29.68	\$ 30.50	\$ 31.34	\$ 32.20	\$ 33.09	\$ 34.00	\$ 34.94	\$ 35.90	\$ 36.89	\$ 37.90	\$ 38.94	\$ 40.01
		BW	\$ 2,189	\$ 2,249	\$ 2,311	\$ 2,374	\$ 2,440	\$ 2,507	\$ 2,576	\$ 2,647	\$ 2,720	\$ 2,795	\$ 2,872	\$ 2,951	\$ 3,032	\$ 3,115	\$ 3,201
		YR	\$57,128	\$58,694	\$60,322	\$61,972	\$63,684	\$65,438	\$67,234	\$69,092	\$70,992	\$72,955	\$74,959	\$77,026	\$79,135	\$81,307	\$83,541
Range 2736	Int POST	HR	\$ 0.27	\$ 0.28	\$ 0.29	\$ 0.30	\$ 0.31	\$ 0.31	\$ 0.32	\$ 0.33	\$ 0.34	\$ 0.35	\$ 0.36	\$ 0.37	\$ 0.38	\$ 0.39	\$ 0.40
		BW	\$ 22	\$ 22	\$ 23	\$ 24	\$ 25	\$ 25	\$ 26	\$ 26	\$ 27	\$ 28	\$ 29	\$ 30	\$ 30	\$ 31	\$ 32
		YR	\$564	\$585	\$606	\$626	\$647	\$647	\$668	\$689	\$710	\$731	\$752	\$773	\$793	\$814	\$835
	Adv POST	HR	\$ 0.55	\$ 0.56	\$ 0.58	\$ 0.59	\$ 0.61	\$ 0.63	\$ 0.64	\$ 0.66	\$ 0.68	\$ 0.70	\$ 0.72	\$ 0.74	\$ 0.76	\$ 0.78	\$ 0.80
		BW	\$ 44	\$ 45	\$ 46	\$ 47	\$ 49	\$ 50	\$ 51	\$ 53	\$ 54	\$ 56	\$ 58	\$ 59	\$ 61	\$ 62	\$ 64
		YR	\$1,148	\$1,169	\$1,211	\$1,232	\$1,274	\$1,315	\$1,336	\$1,378	\$1,420	\$1,462	\$1,503	\$1,545	\$1,587	\$1,629	\$1,670
	All Pay	HR	\$ 28.18	\$ 28.95	\$ 29.76	\$ 30.57	\$ 31.42	\$ 32.28	\$ 33.16	\$ 34.08	\$ 35.02	\$ 35.99	\$ 36.98	\$ 38.00	\$ 39.04	\$ 40.11	\$ 41.21
		BW	\$ 2,254	\$ 2,316	\$ 2,381	\$ 2,446	\$ 2,514	\$ 2,582	\$ 2,653	\$ 2,726	\$ 2,802	\$ 2,879	\$ 2,958	\$ 3,040	\$ 3,123	\$ 3,209	\$ 3,297
		YR	\$ 58,840	\$60,448	\$62,139	\$63,830	\$65,605	\$67,401	\$69,238	\$71,159	\$73,122	\$75,147	\$77,214	\$79,344	\$81,516	\$83,750	\$86,046

**Letter of Agreement
Class Action Grievances**

The undersigned parties agree that during the term of this 2014-17 MOU between the Architects and Engineers Association (representing MOU 28 bargaining unit members) and the City of Los Angeles, if there is a resolution of a grievance or UERP in favor of an individual MOU 28 bargaining unit member and the Los Angeles Police Department fails to remedy the issue for members similarly situated within a reasonable time period, this MOU will be reopened to discuss the potential for negotiating a class action group grievance procedure.



Gregory J. West, Executive Director
Engineers and Architects Association



Miguel A. Santana
City Administrative Officer