

**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 11<sup>th</sup> day of APRIL, 2019.

**BY AND BETWEEN**

**THE CITY OF LOS ANGELES**

**AND THE**

**LOS ANGELES AIRPORT PEACE OFFICERS ASSOCIATION**

**June 24, 2018 through June 18, 2022**

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## **SECTION 1.0           GENERAL PROVISIONS**

### **ARTICLE 1.1           RECOGNITION**

On June 25, 2018, the Los Angeles Airport Peace Officers Association (“Association”) was certified by the Employee Relations Board (“ERB”) as the certified representative of employees in the Los Angeles Municipal Police Officers Unit (“Unit”). Accordingly, the City of Los Angeles hereby recognizes the Association as the exclusive representative of the employees in the 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 classifications listed in the Salary 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 and between the City Administrative Officer (“Management”) as the authorized management representative of the City of Los Angeles pursuant to LAAC section 4.870.a.(1), the authorized management representative of the Los Angeles Police Department (“Department”) as designated under LAAC section 4.870.a.(2), and the Association as the authorized representatives of the Unit.

### **ARTICLE 1.3           IMPLEMENTATION OF THIS MOU**

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

- A.     The Association has notified Management in writing that it has approved this MOU in its entirety; and,
- B.     The City of Los Angeles City Council (“City Council”) has approved this MOU in its entirety.

### **ARTICLE 1.4           FULL UNDERSTANDING**

The Association and Management acknowledge that, during the meet and confer process, each party to this MOU 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 Association and Management regarding all such demands and proposals. The Association, the Department, and Management mutually understand that agreements contained in any prior or existing MOU are hereby superseded or terminated.

The Association, the Department, and Management 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 in Article 1.3 of this MOU.

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

The Association, the Department, and Management mutually agree that this MOU may not be opened at any time during the term of the MOU as defined in Article 1.5 for any reason, except by mutual consent.

#### **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 June 24, 2018. This MOU shall expire and otherwise be fully terminated at 2359 hours on June 18, 2022.

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 Association and Management shall endeavor to conduct the first meet and confer session no later than 90 calendar days prior to the expiration of this MOU.

#### **ARTICLE 1.7        OBLIGATION TO SUPPORT**

The Association, the Department, and Management agree that prior to the implementation of this MOU and during the period of time it is being considered by the Mayor of the City of Los Angeles, the City Council, Council Committees, the Chief of Police for the Department, or the Board of Police Commissioners for the Department, individually or collectively, for action, neither the Association, the Department, nor Management, nor their authorized representatives, will appear before the Mayor, City Council, Council Committees, or the Chief of Police, nor meet or communicate with the Mayor, members of the City Council, or the Chief of Police 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 the Chief of Police to advocate or urge the adoption and approval of this MOU.

#### **ARTICLE 1.8 PROVISIONS OF LAW AND SEPARABILITY**

The Association, the Department, and Management 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 or boards 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 Association and Management 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 Association and Management 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 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. The Department 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, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, genetic information, age, sexual orientation, Acquired Immune Deficiency Syndrome (AIDS) – acquired or perceived, political beliefs, union activity, LGBTQ identity, military or veteran status, or retaliation for having filed a discrimination complaint.

### **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, the Department shall, prior to the proposed implementation date, notify the Association in writing and offer the opportunity for the Association to meet and consult with the Department on the changes.

Nothing contained in this Article shall be construed as a limitation of the right of the Department 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 the Department promptly of its intent to exercise its rights granted under this Article.

### **ARTICLE 2.3          EMPLOYMENT OPPORTUNITIES**

The City of Los Angeles Personnel Department (“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 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. The Association representative shall request authorization for such visit by contacting a designated Department representative for the work site. In the event that immediate access cannot be authorized, the Department representative shall inform the Association representative as to the earliest time when such access will be granted.

An Association 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 Association and/or its membership. Authorization to make such visits shall be obtained by contacting either the person that has been designated by the Department to grant access to a specific City facility or work site, or the Department Representative.

The Association shall provide and maintain a current written list of its authorized Association representatives to the Department and Management.

This Article shall not be construed as a limitation on the power of the Department 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 Association and the Department 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 Department 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. The Department 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 permanent employee in this unit (who is not on a leave of absence) may become a dues paying member of this Unit. 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 ("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 Association and Management shall jointly notify all members of the Unit that they are eligible for membership in the Association and that upon providing the Association consent, dues amounts will be automatically deducted from their paychecks. The cost of this communication and the responsibility for its distribution shall be borne by Management.

### **B. 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" shall be the result of voluntary consent in the form of a signed authorization that will be maintained by the Association.
  - 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 voluntarily becomes a member of this Unit within 60 calendar days of such reassignment or transfer.
  - a. The deduction will be computed at the rate of one and one-half percent of a Municipal Police Officer III highest step of the salary range prescribed for that class and pay grade, rounded to the nearest tenth of one dollar.
  - b. When the City Controller receives notice from 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 shall remain in effect until written notice of cancellation is given by the Association to the City Controller on the appropriate form provided by the City Controller 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.

C. Association Responsibilities

1. The Association is responsible for submitting to the City Controller the agreed upon dues authorization notification and any changes in the amounts to be deducted from the employees' paychecks.
2. The Association certifies to the City that it has adopted, implemented, and will maintain constitutionally acceptable procedures to enable Unit members to cancel their membership.
3. The Association certifies that it has and will maintain individual employee authorizations, but shall not be required to provide a copy of an individual authorization to the City unless a dispute arises about the existence or terms of the authorization. The Association shall indemnify the City for any claims made by a Unit member for deductions made in reliance on that certification.

## **ARTICLE 2.8          UNION RELEASE TIME**

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

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

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

The Association will reimburse the City at the rate of \$33.24 per hour for all Unit members who are granted release time in accordance with the provisions of this Article.

For the period of one year, beginning July 1, 2018, and ending June 30, 2019, the Association shall not be obligated to reimburse the Department for release time approved and taken as provided for in this Article. The Department shall prepare invoices for each of the four release time periods cited herein for documentation purposes only, i.e., that release time was taken. The Association shall be required to resume reimbursement of release time for all time taken as documented and invoiced by the Department beginning July 1, 2019.

The Department will bill the Association quarterly each contract year for actual time used, and the Association will reimburse the 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, the Department will provide the Association with 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, 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 Unit members and shall provide each affected department with a written list of employees who have been so designated. The Department and 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.

An 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 time 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 Association 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 City of Los Angeles 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 the Department 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 the Department may waive one level of review from this grievance procedure.
- B. The Department 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.
- C. Group grievances shall follow the timelines of the grievance procedure as outlined in Section III of this MOU.

### **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 upon the Chief of Police via the grievant's immediate supervisor 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 the Department 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 the Department 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 City of Los Angeles Board of Police Commissioners or its 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 Chief of Police or his/her designee. The Board of Police Commissioners or its 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 the Department'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 the Department.

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 Association representative or the Department's Employee Relations Administrator 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 the Department 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 the Department.

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 Chief of Police or his/her 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 Board of Police Commissioners or its 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/her 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 personnel folder without the employee reading and signing the document and without the employee 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 recorded on the document by the employee's supervisor.

The Association, the Department, and Management mutually understand and agree that an employee performance evaluation is not considered a disciplinary document. An employee performance evaluation may 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 an employee's request 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 one year from the date that 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 the Department shall continue to be provided as long as the need exists. The Association will encourage all Unit members to utilize said safety clothing and devices to the fullest extent possible.

The Department will make every reasonable effort to provide safe working conditions. The Association will encourage all 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 Department's 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 in the Personnel Department 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 Forensic Science Division (FSD), 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 Unit member 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 personnel who may be subject to substance testing 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 Unit members.

#### 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 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 municipal police officer will be tested more than three times in one year. The total number of tests per year will not exceed the total number of Municipal Police Officers 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.

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

The Association and Management agree that Management has adopted the partial overtime exemption of 29 United States Code (U.S.C.) §207(k) for employees entitled to receive overtime pursuant to this MOU and that such adoption occurred in 2016.

##### **A. Purpose, Term, and Limitations**

1. The Flexible Work Schedule (FWS) Plan for purposes of this MOU consists of 12-hour, 10-hour, 9-hour, and 8-hour work shifts. In conjunction with one or more of the aforementioned shifts under the FWS Plan, where necessary, shifts of 8 hours or less may be utilized for training, special events, or a partial-day suspension and the like.

The primary FWS shift is 10 hours. A 12-hour, 9-hour or 8-hour shift may be used for some assignments when agreed to by the affected employees. Notwithstanding provisions regarding Code 7 as specified below, changes to the number of hours in the four work shifts listed above shall be subject to the meet and confer process.

Any permanent change in the start time of any shift, or the creation or elimination of a watch, requires the written approval of the Department's Employee Relations Administrator, acting for the Chief of Police. A request for a permanent change in working hours or elimination of a watch should be submitted on an Intradepartmental Correspondence, Form 15.2, via the chain of command to the Employee Relations Administrator. Each request shall include a specific mission-based need and rationale.

The Association agrees that the Department has no obligation to meet and confer in advance of discontinuing FWS. However, the Department agrees to notify the Association at least two DPs in advance of implementation of such a change in order to allow the parties to discuss the proposed scheduling system and meet and confer over the impact of that Management decision on employees. Additionally, it shall be the sole discretion of Management to modify the FWS. However, if the modifications involve changes in hours and other terms and conditions of employment, the Department and/or Management shall meet and confer with the Association. The Department will not discontinue a portion (one or more Areas) of FWS while the remaining portion continues.

2. In the event of a decision to modify or discontinue the FWS, the Department agrees to notify affected employees one DP in advance. Notification shall be made by the last Friday of the DP prior to the DP at the end of which the FWS will be modified or discontinued. Under such circumstances, the current change of watch policy for patrol and traffic division personnel shall be reinstated if changed to accommodate the FWS.
3. All provisions of this MOU that are created solely for and specifically apply to the FWS shall be null and void if the FWS is terminated. Should the Department provide additional benefits to employees in relation to the FWS, such benefits, whether specified or a practice, shall not be continued unless mutually agreed upon by the Association and the Department.

B. Work Hours

1. Each employee shall normally be compensated for 160 hours in each 28-day DP including holiday time, depending on the shift the employee is assigned to work, and shall normally be entitled to regular days off.

**Note:** There may be occasions when an employee may not have used benefit time and/or worked the required hours for the 160 hours of compensation, due to leave without pay, suspension, etc., wherein the employee may be compensated for less than 160 hours in each 28-day DP.

2. Each employee shall be in actual attendance on duty a minimum of 8, 9, 10, or 12 hours per shift every scheduled workday, depending on the shift the employee is assigned to work. Each shift shall constitute hours worked for the purpose of computing regular days off and any benefits which accrue on an hours-worked basis for each employee.
  - a. For employees working the 8-hour shift, each employee will generally be scheduled to work 19 days consisting of 8-hour shifts totaling 152 hours in a DP. Employees working the 8-hour shift shall have holidays scheduled pursuant to days off in lieu of a holiday as specified on the annual deployment calendar.
  - b. For employees working the 9-hour shift, each employee will generally be scheduled to work 17 days consisting of 9-hour shifts totaling 153 hours in a DP. For timekeeping purposes, each employee assigned to work a 9-hour shift shall be scheduled for 7 hours of holiday time each DP.
  - c. For employees working the 10-hour shift, each employee will generally be scheduled to work 15 days consisting of 10-hour shifts totaling 150 hours in a DP during the DPs with one scheduled holiday. It shall be Management's discretion to determine the DPs

during which an employee must work 14 or 16 10-hour shifts. Employees working the 10-hour shift shall have holidays scheduled pursuant to days off in lieu of a holiday as specified on the annual deployment calendar. For timekeeping purposes, during any DP when an employee is scheduled to work 14 or 15 days, the employee shall be scheduled for 10-hour holidays.

- d. For employees working the 12-hour shift, each employee will generally be scheduled to work 13 days consisting of 12-hour shifts totaling 156 hours in a DP. For timekeeping purposes, each employee assigned to work a 12-hour shift shall be scheduled for 4 hours of holiday time each DP.
  - e. The parties recognize that as a result of changing shifts during the year, an employee on the FWS may be slightly over or under the number of holiday hours granted to employees who are not on a FWS. Variations in the number of holiday hours based on changing shifts are not grievable or arbitrable.
3. During any DP when holiday hours are to be scheduled for employees working the 12- and 9-hour shifts, such hours shall be scheduled on the last regularly scheduled day off.
  4. The “No-Code” provision will remain in effect for the term of this MOU.
  5. Assigned shifts may be extended by order of the Chief of Police for an additional period (Code 7 or free time) not to exceed 45 minutes for entities having an established roll call and training period, or 30 minutes for entities that do not have an established roll call and training period.
  6. If the Chief of Police exercises the option to extend a work shift by up to 45 minutes, overtime shall not include and no compensation shall be granted for the additional period of 45 minutes or less (meal period) unless such period is interrupted or missed because an employee is required to and does respond to a police emergency or the employee does not have an opportunity to take the free time. In order to receive “no Code 7” overtime or a portion thereof, employees must have notified the watch commander of his/her inability to take free time or Code 7 more than one hour prior to the end of shift and received approval for such overtime. Supervisors are obligated to make every effort to afford employees an opportunity to take Code 7.
  7. During the scheduling of days off, employees assigned to a 12-hour shift should not be assigned to work more than four consecutive days, and should not be assigned to single days off, unless requested by the employee.



### C. Modification of Watch Hours

1. The below provisions regarding working hours *do not* preclude the Department from adopting different scheduling if workload or emerging crime problems mandate such adjustments, provided the adjustments are within the hours as specified herein. In preparing a DP work schedule, the Department may assign employees to work hours other than the employees' regular watch hours for prescheduled events such as training, special events (i.e., May Day, holiday parades), community meetings, and administrative meetings.

Following the posting of the DP work schedule, if it is necessary to adjust an employee's scheduled days off or day off in lieu of a holiday, it shall be the employee's option to work the assignment on an overtime basis or adjust their work schedule. Any adjustment of scheduled days off or a day off in lieu of a holiday requested by the employee is subject to Department approval.

2. Following the posting of the DP work schedule, the Department may temporarily adjust an employee's start of watch, either earlier or later, by up to 3 hours unless the Department and the employee mutually agree to a greater adjustment.

**Exception:** The limitation on the adjustment of work hours shall not apply to surveillance units; Municipal Lead Officers (MLOs) and personnel involved in the protection of dignitaries, city officials or employees, or other reasonable tactical operations that must be carried out on short notice.

3. Employees assigned to a FWS who appear in court outside or partially outside a regularly scheduled work shift, and as a result do not receive adequate rest, will be allowed to adjust their scheduled shift start time, subject to the approval of the employee's watch commander, so that all or a portion of the court attendance is considered regular work hours and not overtime. Such adjustments shall not be used for the purpose of avoiding overtime compensation. Alternatively, at the discretion of the watch commander, and after considering the impact on the division's ability to adequately deploy personnel and accomplish its mission, the employee may be allowed to use compensatory time off, vacation hours or unpaid leave.

**Note:** Employees who work an extended end-of-watch and as a result do not receive adequate rest, may have the following pre-scheduled workday changed within the DP, subject to the approval of the employee's watch commander.

4. When an employee is assigned to temporarily work a shift of fewer hours than his or her regular scheduled shift (such as being assigned to training), the employee shall consult with their Watch Commander or Unit Officer-In-Charge, and depending on the operational needs of the Area or Unit, the remaining time shall be spent completing other Department-related duties. If approved by the Watch Commander or Officer-In-Charge, the employee may utilize compensatory time off (CTO) or vacation hours in lieu of working the remaining hours of the assigned workday.

D. Posting of Deployment Period Work Schedules

DP work schedules shall be posted by noon on the Wednesday before the start of the DP.

E. Change of Shift, Rotation

1. Generally, shift rotation shall be conducted so it is effective at the beginning of a DP.
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. 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 requests a specific shift, and there are not enough available positions on the desired shift, priority will be given to the employee with the most time on his or her present shift. If both employees have the same time on the shift, preference will be given to the employee whose request was received first by the Department. In case both requests were received by Management at the same time, civil service seniority shall prevail.
3. At the discretion of the commanding officer, employees may be loaned to another shift for no less than one DP to provide vacation relief as necessary to maintain adequate coverage on all shifts. Attempts will be made to fill such loans on a voluntary basis.
4. Requests for exceptions from rotation or a specific assignment as a result of a bonafide 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 division, and such decision shall not be grievable or arbitrable. If an employee is loaned to another shift to meet divisional needs, including vacation relief, then the loan period shall not be counted as time on 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 on the original shift. The

commanding officer may make an exception to this policy when it is in the best interest of the Department, the division, or individual employee to do so. Specialty assignments or units shall be exempt from the change of shift rotation, and their hours shall be set by their commanding officer.

**Note:** Specialty assignments may include, **but are not limited to**, the following: Special Enforcement Units, Special Problem Units, Subpoena Control Officers, complaint officers, and special task forces.

F. Involuntary Reassignment (Bumping)

The "bumping" policy as specified in Section 3/222 of the 2018, 2nd Quarter Department Manual shall remain in force during the term of this MOU.

G. Timekeeping Procedures - Hours Worked

1. A record of regular duty hours and overtime hours worked shall be maintained in accordance with Department procedures. Under no circumstances shall hours worked be recorded or maintained in an informal manner commonly known as "white time" or in a manner inconsistent with established policies and procedures. To do so is considered misconduct. Any employee maintaining such a system and any employee allowing his or her hours worked to be maintained in an unauthorized manner may be disciplined.
2. All payroll timekeeping for FWS shall be by the "positive" timekeeping method (i.e., hour-for-hour).
3. This system shall be used to track all hours worked and leave time, including absence without pay, bereavement, family illness, injury on duty, jury duty, leave without pay, military leave with or without pay, preventive medicine, relief from duty, sick time, suspension, overtime off (one and one-half time), overtime (straight time), vacation, and workers' compensation. All hours worked, benefit hours and other absences shall be recorded on a daily basis.
4. In the event that leave time, suspensions or other absences result in an employee being absent for a portion of a workday, the employee is obligated to work the remaining portion of his/her workday on that date or another day within the same DP.

**Example:** For an employee on the 12-hour shift, two days of suspension would be equal to 16 hours and would require the employee to be off for one workday (12 hours) plus four (4) hours of the next workday. Additionally, the employee would be obligated to work eight hours of the

second workday. A similar example would apply to the 10-hour shift employees.

At the discretion of the concerned commanding officer, and after considering the impact on the division's ability to adequately deploy personnel and accomplish its mission, the employee may use accumulated overtime or vacation hours in lieu of working the remaining hours of his/her workday. (See Appendix F for Time Conversion Chart).

5. Fiscal Operations Division must verify the actual hours of work for each employee on the FWS immediately following the end of a DP. Validation of timekeeping will be achieved by producing a record of the hours worked for the involved employees and forwarding this record to each concerned commanding officer for certification. Any discrepancies noted will require payroll adjustments, whether the hours worked are over or under those required to be worked during that specific DP as specified in Article 4.4.
6. When an employee is expected to be absent for one or more DPs for vacation, injured on duty, sick, family leave pursuant to state and federal law, workers' compensation or other no pay status, that employee's work schedule shall be converted to a five-day/40-hour work week at the beginning of the DP following receipt of such information, or, if known prior to the DP in which the absence will occur, at the beginning of the DP in which the absence begins.

#### H. Violations of Timekeeping Procedures

The Department agrees to take immediate action to correct any violations of timekeeping procedures.

### **ARTICLE 4.5 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 4.6 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 two and one-half hours overtime compensation for any court day he/she is subpoenaed to be on call or required to appear.
2. An off-duty employee shall receive hour-for-hour overtime compensation for each additional hour of actual attendance in excess of the two and one-half-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 two and one-half 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 4.7            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 4.8            UNIFORMS AND EQUIPMENT ALLOWANCE**

- A.**     Uniforms required by Management will be replaced, maintained, and cleaned at the employee's expense. Management will provide a cash payment of \$1,525 per fiscal year to Unit members employed in class code 3183-3 who are on active

payroll status in and compensated for 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 a non-pensionable, cash payment and not part of wages. This allowance shall also be subject to applicable 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.
- C. Replacement of uniforms and personal property, including shoes, for the Department shall be in accordance with department manual sections on appropriate attire and/or reimbursement for lost or damaged property.

#### **ARTICLE 4.9 RAIN GEAR**

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

#### **ARTICLE 4.10 BILINGUAL DIFFERENTIAL**

During the term of this MOU, any qualified bargaining unit member who is required to use a language other than English will be compensated in accordance with LAAC Section 4.84.

#### **ARTICLE 4.11 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 4.12 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 (Reimbursement).

#### **ARTICLE 4.13 MARKSMANSHIP BONUS**

- A. Unit members shall be eligible for a marksmanship distinction and bonus after meeting the criteria established by the Department in accordance with the following table.

<b>Marksmanship Distinction</b>	<b>Biweekly Bonus Amount</b>
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 26<sup>th</sup> 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 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.

**ARTICLE 4.14 FIREARMS AND EQUIPMENT**

The Department will provide a one-time cash payment of \$1,000 to each Unit member in pay period 1 of fiscal year 2019-20. This payment will be made through an employee's regular paycheck as part of the pay check issued for pay period 1 and shall be subject to applicable supplemental state and federal taxation rates.



## **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.        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**

- 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 each January 1<sup>st</sup>, 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 three years of vacation credit. Under no circumstance shall an employee be entitled to accumulate vacation time in excess of three 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 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. The Department 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, 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**

- A. Employees who work on the following holidays shall receive holiday premium compensation as described in paragraph B. of this Article. Holiday premium compensation shall be paid for any watch worked for the following holidays:
  1. New Year's Day
  2. Easter
  3. Memorial Day
  4. Independence Day
  5. Labor Day
  6. Veteran's Day
  7. Thanksgiving

8. Christmas Eve
  9. Christmas Day
  10. New Year's Eve
- B. 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 four hours; and officers assigned to a 10-hour shift will receive premium compensation of five 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 seven hours of overtime would receive time-and-one-half overtime compensation for the seven hours *plus* premium compensation of three and one half hours at straight time. The maximum premium compensation remains at five 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 City 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 City 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 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, the City 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, the City 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.

The City 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.

Unit members shall continue to 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 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 (Joint Labor-Management Benefits Committee and Personnel Department Responsible For Programs) upon the recommendation of the JLMBC and approval of the City Council.

The City 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 and Health Care Savings 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.



The City 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, Management, and the Department 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            COMPENSATION FOR MEDICAL EXAMINATIONS

- A.     When duty-related follow-up medical examinations and treatment are scheduled by the employee during an employee's regular tour of duty, Management will grant on-duty time equal to the actual amount of time used and up to 30 minutes of total travel time for the purpose of obtaining such examination and treatment. Such time may be used for the actual examination, treatment or transportation to or from such appointment. As used herein, "medical examinations and treatment" shall mean examinations and/or treatment performed by, prescribed by or under the direct supervision of a licensed physician, practitioner, or therapist designated in accordance with current Workers' Compensation procedures (Workers' Compensation Appeals Board).
  
- B.     Employees shall notify the Department of the dates and times of medical treatment and medical examination appointments prior to the appointment being made so the Department can determine if it is feasible to grant the employee on-duty time for such appointment. Note: Failure to notify a supervisor of the dates and times of medical examinations and/or treatment prior to the arrangement of such an appointment may be grounds for considering the time spent at such appointment as being outside of regular working hours. When the Department or its agent requires and schedules a medical examination of the employee, the time, whether on or off duty, will be compensated at an hour-for-hour rate. The Department may require employees to furnish documentation prepared and authorized by the medical provider who administered the examination and/or treatment that indicates the date and time duration of the examination and/or treatment.
  
- C.     Compensation will not be paid for:
  - 1.     Medical examinations or treatment performed by someone other than a licensed physician, practitioner, or therapist designated in accordance with current Workers' Compensation procedures (Workers' Compensation Appeals Board).
  - 2.     Medical examinations or treatment conducted while an employee is on injured-on-duty (IOD) status, Workers' Compensation status, sick leave, military leave, or unpaid leave. This includes the time required to obtain a return to duty certification from a City physician.
  - 3.     Medical examination or treatment while an employee is hospitalized.
  - 4.     Off-duty emergency medical examinations or treatment.
  
- D.     When an employee has made a claim that an illness or injury is duty-related and it has not yet been determined that it is duty-related, the employee shall follow the provisions and procedures as outlined in Paragraphs A and B above, except that all such medical examinations and/or treatment shall be off duty. All Overtime

Reports for such off-duty medical examinations and/or treatment shall be completed and processed as follows:

1. The employee shall include the below information in the "Description of Activity" portion of the Overtime Report, Form 2.24.
  - a. Name of the physician, practitioner or therapist conducting such examination and/or treatment.
  - b. Name of the supervisor notified of the date and time of the examination and/or treatment and the date and time of such notification.
  - c. "Pending IOD status" shall be written in the lower right-hand corner.
2. The employee shall submit the green copy of the Overtime Report for supervisory approval and retain the yellow copy.
3. Following approval, the green copy of the Overtime Report shall be submitted to the divisional timekeeper and shall be held until such time as a decision is made as to the concerned employee's IOD status. Once a decision is made as to the IOD status, the Overtime Reports shall be processed as follows:
  - a. If it is determined that the employee's illness or injury is duty related, Overtime Reports submitted pursuant to Paragraph C.1. shall be processed and the employee compensated. Prior to the processing of such reports, the timekeeper shall add the Worker's Compensation number to each Overtime Report.
  - b. If it is determined that the employee's illness or injury is not duty related, the timekeeper shall write "Denied IOD" and the date of notification of such duty status on all Overtime Reports completed pursuant to Paragraph C.1. The green copy of the Overtime Report shall be retained and no compensation shall be granted the employee.
4. Any of the following may be grounds for denial of compensation for such time in the event the illness or injury is determined to be duty-related:
  - a. Failure to notify a supervisor of the dates and times of medical examinations and/or treatment prior to the date of such examinations and/or treatment; or,
  - b. Failure to include the information specified in Paragraph 1 above; or,

- c. Failure to complete the Overtime Report(s) pursuant to policies adopted by the Department.

## **ARTICLE 5.6 SICK LEAVE BENEFITS**

A. Every employee shall be entitled to accrue sick leave as indicated below.

1. During the calendar year in which the employee is appointed and during each subsequent calendar year, the employee shall accrue sick leave as follows:

- 96 hours of sick leave at 100% pay (up to a maximum of 800 hours);
- 40 hours of sick leave at 75% pay (up to a maximum of 800 hours);
- Employees hired prior to January 1, 1998, who were previously allowed to accrue 40 hours of leave at 50% of full pay each calendar year shall have any unused balance of such sick leave frozen with no further credits or withdrawal permitted.

As used in this Article, the term "calendar year" shall mean the period commencing on the first day of the payroll period during which January 1<sup>st</sup> occurs and ending on the day immediately preceding the first day of the payroll period during which the next succeeding January 1<sup>st</sup> occurs.

2. The allowance of sick leave provided for in this Article shall accrue in the manner specified herein while the employee is absent on military leave.

B. In all cases where an employee is compelled to be absent from duty on account of illness, injury, or pregnancy (to the extent allowed by law), the employee shall report the same as soon as practicable to the Department. The Department may require such employee to be examined by the Occupational Health and Safety Division of the Personnel Department, which shall only report to the Department that the employee is or is not capable of performing the essential duties of his/her position. Any employee who has used less than five consecutive sick days shall not be subject to such mandatory examination.

C. The Department may also require, to the extent the law permits, that the employee provide proof from a health care provider which shall include the necessity for the absence and an anticipated return-to-duty date. The request for proof by the Department must be based on articulable facts. Failure to provide the required proof may result in the termination of the employee's sick benefits for the incident in question.

D. In all cases where an employee is absent for eight or more consecutive days due to illness or injury, the employee shall provide proof from a health care provider which shall include the necessity for the absence, anticipated return-to-duty date, and duty restrictions, if any.

- E. An employee shall be allowed to utilize sick leave benefits not to exceed an aggregate of 96 hours in any one calendar year for the purpose of securing preventive medical, dental, optical or other like treatment or examination for the employee and for the members of the employee's immediate family.
- F. Every female employee shall be entitled to use sick leave accrued pursuant to this Article if unable to work on account of her pregnancy, childbirth or related medical conditions.
- G. No sick leave at partial pay shall be used by any employee unless and until all sick leave with full pay to which the employee is entitled has been used.
- H. Accumulated Sick Leave
  - 1. Any unused balance of an employee's 100% sick leave bank remaining at the end of each calendar year of this MOU shall be carried over to the following calendar year. That bank may accumulate to a maximum of 800 hours. Any 100% sick leave remaining unused at the end of each calendar year, which, if added to an employee's accumulated 100% sick leave will exceed 800 hours, shall, as soon as practicable, be paid in cash at the rate of 50%.
  - 2. If any employee becomes separated from the service of the Department by reasons of retirement or death, any balance of accumulated sick leave at full pay remaining unused at the time of separation shall be compensated to the employee, or in the event of separation due to the death of the employee, to the employee's estate, by cash payment of 50% of the employee's salary rate current at such date of separation. In no instance will an employee or an employee's estate be compensated more than once for accumulated full pay sick leave upon retirement or upon the death of the employee. The City Council may, by resolution, authorize cash payment to the legal beneficiaries of an employee, who, on or after January 1, 1990, suffered or suffers a duty-related death, for the balance of the employee's accumulated full-pay sick leave at 100% of the employee's salary rate on the date of his or her death. In no instance shall an employee or his or her beneficiaries be compensated more than once for accumulated sick leave upon retirement, death, or death in the performance of duties of the employee.
  - 3. If an employee becomes separated from the service of the Police Department by reason of resignation and is thereafter employed by the Department within seven days after the effective date of said resignation, the unused balance of all sick leave, accrued and accumulated in the Police Department, as of the effective date of such resignation, shall be restored.

4. If an employee of the Police Department was, within seven days prior to employment in the Police Department, an employee of any department of the City, including an employee of the Police Department, the unused balance of all sick leave accrued and compensated in the department from which the employee resigned, as of the effective date of such resignation, shall be restored.
5. Any unused balance of sick leave at 75% of full pay at the end of any calendar year shall be carried over and accumulated from one calendar year to the next to a maximum of 800 hours at 75% pay. All accrued sick leave at partial pay in excess of such maximum amounts shall be deemed waived and lost.

#### **ARTICLE 5.7 FAMILY ILLNESS**

Each employee covered by this MOU shall be entitled to the following family illness leave provisions:

- A. Each employee who is absent from work by reason of the illness or injury of a member of the employee's immediate family, and who has accrued unused 100% or 75% sick leave, shall be allowed a leave of absence with pay at the appropriate pay rate (100%, or 75%) not to exceed in the aggregate 96 hours in any one calendar year. As used in this Article the term "calendar year" shall mean the period commencing on the first day of the payroll period during which January 1st occurs and ending on the day immediately preceding the first day of the payroll period during which the next January 1st occurs.
- B. Each employee shall furnish, if required by the Chief of Police, satisfactory proof from a health care provider which shall include the necessity for the absence and an expected date of return to duty. The request for proof by the Department shall not be arbitrary or capricious, and must be based on articulable facts.
- C. "Immediate family" shall include the father, mother, father-in-law, mother-in-law, brother, sister, spouse, child, grandparent, stepparent, stepchild, foster child, grandchild, or other minor dependent or any household member (any person residing in the immediate household of the employee at the time of illness or injury). The definition of "immediate family" shall also include the domestic partner of an employee and the following relatives of an employee's domestic partner: child, grandchild, mother, father.
- D. Any employee claiming a domestic partner for purposes of this Article shall complete a confidential affidavit to be filed in the Employee Benefits Office, Personnel Department, which shall be signed by the City employee and the domestic partner, declaring the existence of a domestic partnership. No affidavit is required to secure family illness benefits arising from the illness or injury of a household member.

## ARTICLE 5.8 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.

### 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 are entitled to sick leave benefits in accordance with LAAC section 4.129. 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.

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 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. Upon request, bonding leave of less than two weeks' duration on any two occasions in a twelve-month period may be granted. 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 Section C. 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 c, d, and e 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 c, d, and e 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 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 5.9            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 5.10            BEREAVEMENT LEAVE**

A. Each employee of this Unit shall be entitled to three days leave of absence with full pay for a death in the employee's immediate family. Any employee may, at the employee's option, choose to use up to two additional days of leave (or up to four additional days when out-of-state travel is required) in conjunction with bereavement leave. Such additional days of leave may be compensatory time off

or vacation leave at the employee's discretion. If neither compensatory time off nor vacation leave is available, the employee may choose to use available sick leave.

- B. In the case of simultaneous, multiple family deaths, up to six (6) additional days of vacation or compensatory time off may be taken at the employee's option. (When included with the provision above, up to 11 days would be available for deaths requiring in-state travel and up to 13 days for deaths requiring out-of-state travel).
- C. As used in this Article, a day is defined as the employee's regularly scheduled workday regardless of the number of hours.
- D. For purposes of this Article, "immediate family" shall include the father, father-in-law, mother, mother-in-law, brother, sister, spouse, child, stepparent, stepchild, foster child, grandparent, grandchild or any minor dependent or any household member (any member residing in the immediate household of the employee at the time of death). The definition of "immediate family" shall also include the domestic partner of the employee and the following relatives of an employee's domestic partner: child, grandchild, mother, father.
- E. Any employee claiming a domestic partner for purposes of this Article shall complete a confidential affidavit to be filed in the Employee Benefits Office, Personnel Department, which shall be signed by the City employee and the domestic partner, declaring existence of a domestic partnership. No affidavit is required to secure bereavement leave benefits arising from the death of a household member.

#### **ARTICLE 5.11 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 \$30,000 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 Unit members are set forth and specified in Appendices A through E of this MOU.

- A. 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).
- B. A Municipal Police Officer who graduates from the police training academy and advances to the next level of employment as a field probationer shall automatically, upon graduating from the Police Academy, promote to the classification and pay grade of Municipal Police Officer II (3183-2).
- C. All Municipal Police Officers who successfully complete the one-year field probationary period after having graduated from the Police Academy shall automatically promote to the classification and pay grade of Municipal Police Officer III (class code 3183-3).
- D. POST CERTIFICATE BONUS
  - 1. 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.
  - 2. 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.
  - 3. 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            COMPENSATION FOR FIREARMS QUALIFICATION**

- A. The Department shall direct employees to qualify during on-duty hours whenever practical.

- B. When an employee is required to completed a firearms qualification during off-duty hours, such employee will receive two hours of compensated time at the employee's overtime (permanent) rate, i.e., time and one half. No additional payment will be made regardless of how long or the number of times it may take the employee to complete the qualification in each qualification period. Qualifying during off-duty hours shall only be utilized when an employee can demonstrate to the employee's commanding officer that it was impractical to complete the qualification during on-duty hours.

### **ARTICLE 6.3      LENGTH OF SERVICE PAY**

- A. Any bargaining unit member who is employed as a Municipal Police Officer (Code 3183) shall be eligible for a pension-based, "Adds to Pay" longevity bonus based upon the aggregate number of years served as a Municipal Police Officer, including years of service in the class of General Services Police Officer or Park Ranger (class code 1966) where the employee transitioned from Park Ranger to General Services Police Officer to Municipal Police Officer.
- B. Upon certification to the City Controller by the Department 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.
- C. 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 or his/her 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 his/her designee again certifies that the employee has achieved a satisfactory standard of service.



## **ARTICLE 6.4            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 6.5            OVERTIME**

A 7(k) work period, pursuant to the Fair Labor Standards Act (FLSA) and 29 United States Code (U.S.C.) §207(k), is hereby continued for employees in this Unit.

- A. Authorization for overtime work shall be secured from supervisory personnel delegated that responsibility by the Chief of Police or his/her designee prior to such work. Credit for overtime worked without prior approval must be authorized by command-level personnel delegated this specific responsibility by the Chief of Police.
- B. Department management will attempt to assign overtime work as equitably as possible among all qualified Unit members who work in the same organizational unit and at work location. However, Department management may consider special skills required to perform particular work.
- C. All hours or portions thereof worked in excess of the FWS work hours, i.e., either eight, nine, ten, or twelve hours per day, shall be overtime including hours worked by an employee when on a regular day off, or hours off in lieu of a holiday or vacation day. Supervisors are obligated and required to ensure that hours of work are properly recorded and employees are compensated for all hours of actual work.
- D. Overtime while on a vacation day shall be limited to Court overtime as provided for in this MOU, duty-related medical examinations as provided for in this MOU, a Department mobilization, or such other circumstance as designated by the Chief of Police.

- E. The method of computing the hourly rate of compensation for purposes of overtime payment shall be to divide the employee's biweekly pay, including all types of salary compensation except for overtime, by 80.
- F. Overtime shall be hours or portions thereof, calculated in units of tenths of one hour (0.1) consisting of full six-minute increments worked in excess of the normal work day or in excess of the total number of hours included in regularly scheduled duty days during a DP.
- G. Pursuant to FLSA, hours actually worked in excess of 171 in a 28-day deployment period by a sworn employee shall be paid in cash for the deployment period in which the hours were worked.
- H. The Department is not desirous of compensating any FLSA overtime hours worked by sworn employees in the form of Compensated Time Off (CTO), and as such, will use a method referred to as the FLSA Rule to ensure that all sworn employees receive only cash compensation and no CTO for any FLSA overtime hours worked. The FLSA Rule is a payroll procedure which compensates all overtime for employees in cash once the specific FLSA threshold hours or overtime have been entered into the payroll system in a deployment period.
- I. The method of compensation for MOU, non-FLSA overtime shall be either in cash or in time off (book overtime) and will remain at the sole discretion of Management. Book overtime must be approved by the Division Head or his/her designee. Accumulation of book overtime is limited to 150 hours per employee. At any time, the Chief of Police or his/her designee may direct that any accumulated book overtime be paid in cash.
- J. The purpose of the FLSA Rule is to ensure that no FLSA CTO is accrued by employees. There is no agreement to allow the payment of wages by way of FLSA CTO under 29 U.S.C. §207(o)(2) and there will be no FLSA CTO paid to employees. If CTO is credited to an employee in excess of the FLSA Rule, Management shall cash out those CTO hours upon the discovery of this fact.
- K. Overtime will be compensated in accordance with 29 C.F.R. §778.106. Generally, this requires that overtime compensation earned in a particular work period must be paid by the regular payday for the pay period in which the work period ends. When the correct amount of overtime compensation cannot be determined until sometime after the end of the regular pay period, the overtime compensation will be paid as soon after the regular pay period as is practicable. Payment may not be delayed for a period longer than is reasonably necessary for the employer to compute and arrange for payment of the amount due the employee.
- L. Under no circumstances shall compensated time off in excess of 240 hours be accumulated.

M. Timekeeping Records

A record of mandatory overtime hours worked shall be maintained and displayed in a common area accessible to all sworn staff in accordance with Department procedures. Under no circumstances shall hours worked be recorded or maintained in an informal manner commonly known as “white time” or in a manner inconsistent with established policies and procedures.

**ARTICLE 6.6 ACTING PAY ASSIGNMENT**

- A. Whenever the Department 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 Department 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 6.7 OUT-OF-CLASS ASSIGNMENTS**

The Department 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 6.8           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 (1½) 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 6.9           LICENSE FEES**

Unit members who are required by their appointing authority to obtain and maintain a valid class A or B California Driver's license, not otherwise required as a condition of employment, shall be reimbursed by his/her appointing authority for the fees required to obtain and renew such license(s).

Nothing herein shall obligate the City to pay for licenses which may become a condition of employment by mandate of the state or other regulatory agency subsequent to an employee's date of employment or the operative date of this MOU, whichever is applicable.

**ARTICLE 6.10         LEAD PAY ASSIGNMENTS**

Employees who are designated and assigned by the Department to perform a lead pay assignment shall receive compensation at the second premium level rate above the appropriate step of the salary range prescribed for the class, while so assigned. Effective April 28, 2019, the rate of compensation associated with a lead pay assignment shall be altered to six dollars per hour. 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.

If a Municipal Police Officer who has been designated and assigned by Management to perform one of the four geographic patrol area lead pay assignments or assigned to staff the Council Chamber vacates that assignment and the Department re-authorizes the assignment as a lead pay assignment, the Department shall open the application process

to fill the lead pay assignment to qualified Municipal Police Officers before offering the same to any other sworn personnel.

The Department retains the sole right to determine how and by whom the lead pay assignment is filled, the decision of which shall not be grievable or arbitrable.

**ARTICLE 6.11 UNIFORM FIELD OFFICER INCENTIVE**

Effective July 7, 2019, a Uniform Field Officer Incentive of three percent of an employee's regular base rate of pay shall be paid to an employee on a biweekly basis when the employee is assigned to work in the field in uniform. This additional compensation shall be paid in cash and shall not be made part of an employee's pensionable salary.

In the event that the Department discontinues the payment of a Uniform Field Officer Incentive to members of other represented bargaining Units employed by the Department, payment of this incentive shall also cease at the same time.

**ARTICLE 6.12 RETIRED MEMBER BADGE**

During the term of this MOU, the Department 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 6.13 CONCEALED WEAPONS**

As a result of integration into the Department and the Law Enforcement Officer Safety Act of 2004, current Unit members and qualified retired employees shall be authorized to carry concealed weapons while off duty. This authorization is contingent upon meeting the criteria set forth in 18 U.S. Code 926 B and 926 C.

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 LAAPOA:

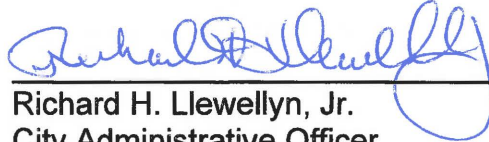


\_\_\_\_\_  
Marshall McClain, President  
LAAPOA

4/9/2019

Date

FOR MANAGEMENT:



\_\_\_\_\_  
Richard H. Llewellyn, Jr.  
City Administrative Officer

4/10/19

Date

As to form:



\_\_\_\_\_  
City Attorney's Office

4/10/19

Date

**MOU 28**  
**Salary Appendix A**  
**Operative on June 24, 2018**

CLASS CODE	TITLE	RANGE	ANNUAL COMPENSATION			
			STARTING		MAXIMUM	
			STEP	SALARY	STEP	SALARY
3138-1	Municipal Police Officer I				\$	62,118
3138-2	Municipal Police Officer II				\$	65,521
3138-3	Municipal Police Officer III	3341	1	\$ 69,760	6	\$ 91,496

**MOU 28**  
**Salary Appendix B**  
**Operative on April 14, 2019**

<b>CLASS CODE</b>	<b>TITLE</b>	<b>RANGE</b>	<b>ANNUAL COMPENSATION</b>			
			<b>STARTING</b>		<b>MAXIMUM</b>	
			<b>STEP</b>	<b>SALARY</b>	<b>STEP</b>	<b>SALARY</b>
3138-1	Municipal Police Officer I				\$	65,604
3138-2	Municipal Police Officer II				\$	69,196
3138-3	Municipal Police Officer III	3529	1	\$ 73,685	6	\$ 96,653



**MOU 28**  
**Salary Appendix C**  
**Operative on July 7, 2019**

<b>CLASS CODE</b>	<b>TITLE</b>	<b>RANGE</b>	<b>ANNUAL COMPENSATION</b>			
			<b>STARTING</b>		<b>MAXIMUM</b>	
			<b>STEP</b>	<b>SALARY</b>	<b>STEP</b>	<b>SALARY</b>
3138-1	Municipal Police Officer I				\$	66,920
3138-2	Municipal Police Officer II				\$	70,574
3138-3	Municipal Police Officer III	3600	1	\$ 75,168	6	\$ 98,595

**MOU 28**  
**Salary Appendix D**  
**Operative on July 4, 2021**

<b>CLASS CODE</b>	<b>TITLE</b>	<b>RANGE</b>	<b>ANNUAL COMPENSATION</b>			
			<b>STARTING</b>		<b>MAXIMUM</b>	
			<b>STEP</b>	<b>SALARY</b>	<b>STEP</b>	<b>SALARY</b>
3138-1	Municipal Police Officer I				\$	68,924
3138-2	Municipal Police Officer II				\$	72,683
3138-3	Municipal Police Officer III	3709	1	\$ 77,443	6	\$ 101,560

## APPENDIX E

### TIME CONVERSION FOR WORK HOURS

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

**Benefit Time Expressed in Days and Hours**

Type of Time	Days	Hours
Family Illness Injured On Duty <sup>1</sup> Preventative Medicine <sup>2</sup> Sick Leave Suspension Vacation	1	8
Military Leave <sup>3</sup>	30	174
Bereavement Leave <sup>4</sup> Per occurrence	3	N/A
Requiring 1,500+ miles of travel	2	

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1 The maximum number of hours in a fiscal year is 2,088.

2 Includes employee's family and is not in addition to sick leave. See Article X.X.

3 The maximum number of hours in a fiscal year is 174.

4 Bereavement Leave is counted in days, not hours, and must be used within 370 days from the day of death.

**LETTER OF INTENT**  
**RETIREMENT BENEFITS**

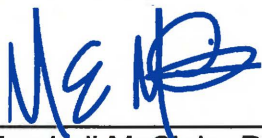
In the interest of promptly implementing the successor MOU 28, the Association and Management agree to continue discussion about the possibility of transferring bargaining Unit members from LACERS Tier 1 to LACERS Tier 1 public safety enhancement. Management agrees to commission an actuarial study regarding such a transfer for bargaining Unit members within 120 days of MOU ratification and approval by Management. The exact timing will depend on the availability of the City's actuary. Management commits to keeping the Association fully informed about the process and to including the Association in discussions with the actuary in determining the parameters of the study.

The study, once completed, will be distributed to the Association for concurrent review. The Association and Management agree to discuss the results of the study expeditiously. The parties intend to fully discuss and, if feasible, transfer bargaining Unit members to the LACERS public safety enhancement during the term of this MOU.

The parties will promptly meet after reviewing the report to discuss implementation. If the parties do not mutually agree to transfer bargaining Unit members, then, upon request by the Association, the parties shall meet and discuss the possibility of adjusting other terms and conditions of employment contained in this MOU, including but not limited to base wages.

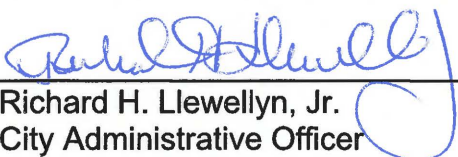
Discussions and the results therein about the study or adjustments to terms and conditions of employment outlined above in this Letter Of Intent shall not be subject to impasse proceedings nor shall they be grievable or arbitrable.

**FOR LAAPOA:**

  
\_\_\_\_\_  
Marshall McCain, President  
LAAPOA

4/9/2019  
Date

**FOR MANAGEMENT:**

  
\_\_\_\_\_  
Richard H. Llewellyn, Jr.  
City Administrative Officer

4/6/19  
Date