

**MEMORANDUM OF UNDERSTANDING  
FOR JOINT SUBMISSION TO THE CITY COUNCIL  
REGARDING THE AIRPORT PEACE OFFICERS REPRESENTATION UNIT  
(MOU #30)**

**This MEMORANDUM OF UNDERSTANDING made and entered into  
this 11th day of April, 2019.**

**BY AND BETWEEN**

**THE CITY OF LOS ANGELES**

**AND THE**

**THE LOS ANGELES AIRPORT PEACE OFFICERS ASSOCIATION**

**JUNE 24, 2018 through JUNE 8, 2022**

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**SECTION 1.0 GENERAL PROVISIONS**

**ARTICLE 1.1 RECOGNITION**

- A. On June 24, 1982, the Los Angeles Airport Peace Officers' Association ("Association") was certified by the Employee Relations Board ("ERB") as the certified representative of employees in the Airport Peace Officers' Unit ("Unit"). Accordingly, the City of Los Angeles ("City") hereby recognizes the Association as the exclusive representative of the employees in said Unit in accordance with the provisions of Los Angeles Administrative Code ("LAAC") Section 4.822 (Formal Recognition of Employee Organizations).
- B. 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 THIS 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 as designated under LAAC section 4.870.a.(1), the authorized management representative of the Airports Department ("Department") as designated under LAAC section 4.870.a.(2), and the Association as the authorized representative of the Unit.

**ARTICLE 1.3 IMPLEMENTATION OF THIS MOU**

- A. 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 unless and until:
  - 1. The Association has notified Management in writing that it has approved this MOU in its entirety, and,
  - 2. The City Council has approved this MOU in its entirety.
- B. Where resolutions, ordinances, or amendments to applicable codes are required, those Articles of this MOU which require such resolutions, ordinances, or amendments will become operative on the effective date of the resolutions, ordinances, or amendments unless otherwise specified.

**ARTICLE 1.4 FULL UNDERSTANDING**

- A. The Association and Management acknowledge that during the meet and confer process, each had the unlimited right and the opportunity to make demands and proposals on any subject within the scope of representation and that this MOU

constitutes the full and entire understanding of the parties regarding all such demands and proposals. The parties mutually understand that agreements contained in any prior or existing MOU are hereby superseded or terminated.

- B. The Association 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 of this MOU.
- C. The waiver or breach of any term or condition of this MOU by any party hereto shall not constitute a precedent in the future enforcement of any of its terms and provisions.
- D. The Association and Management mutually agree that this MOU may not be opened at any time during its term for any reason, except by mutual consent of the parties.

**ARTICLE 1.5        TERM**

- A. The term of this MOU shall commence on the date when the terms and conditions of its effectiveness, in accordance with implementation provisions of this MOU, are fully met, but in no event shall the provisions of this MOU become effective prior to 0000 hours on July 24, 2018. This MOU shall expire and otherwise be fully terminated at 2359 hours on June 18, 2022.
- B. 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 of this MOU to their mutual satisfaction 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, City Council, Council Committees, and/or the Executive Director of the Department, neither the Association, the Department, nor Management, nor their authorized representatives, will appear before the Mayor, City Council, Council Committees or the Executive Director of the Department, nor meet with the Mayor,

members of the City Council, and/or the Executive Director of the Department, to advocate any addition or deletion to the terms and conditions of this MOU. However, this Article shall not preclude the parties from appearing before the Mayor, City Council, Council Committees, or the Executive Director of the Department, nor meeting with individual members of the City Council or department heads to advocate or urge the adoption and approval of this MOU.

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

- A. The parties to this MOU mutually understand and agree that this MOU is subject to all applicable Federal and State Laws, City ordinances and regulations, the Charter of the City of Los Angeles, and any lawful rules and regulations enacted by the City's Civil Service Commission, the 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, or local law 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.
- B. If any term or provision of this MOU is found to be in conflict with any City, State, or Federal law, the parties to this MOU will meet as soon as possible thereafter to consider any revisions or amendments thereto that may be required.

#### **ARTICLE 1.9 ACTIONS BY EMPLOYEE RELATIONS BOARD**

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 Unit, the parties to this MOU will meet as soon as possible thereafter to consider any revisions or amendments thereto that may be required.

#### **ARTICLE 1.10 MANAGEMENT-ASSOCIATION MEETINGS**

At the request of the President of the Association (or his/her designee), the Department, or Management, meetings may be scheduled at reasonable intervals for the purpose of informally discussing potential employer-employee relations issues.

#### **ARTICLE 1.11 JOINT LABOR MANAGEMENT COMMITTEE MEETINGS**

During the term of this MOU, a Joint Labor Management Committee (JLMC) shall be formed for the purpose of discussing employment-related matters and fostering open and continuous communication between the Association and Management. The JLMC will meet quarterly unless the parties decide otherwise by mutual agreement. The parties shall exchange draft agenda items no less than one week prior to a meeting date to facilitate meeting preparation and discussions.

At any time during the term of this MOU, both parties by mutual agreement may dissolve the JLMC. The JLMC shall terminate upon expiration of this MOU in accordance with Article 1.5.

## **ARTICLE 1.12      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, offices, 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 because of 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. All management rights not specifically waived or addressed herein are retained by Management. 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. Nothing contained in this Article shall be deemed to amend the Articles in Section 3, Grievances.

## **ARTICLE 1.13      CITY-ASSOCIATION RELATIONSHIP**

- A.      Continuity of Service to the Public

The City is engaged in public services requiring continuous operations that are necessary to maintain the health and safety of all citizens. As such, the obligation to maintain these public services is hereby imposed both upon the City and the Association.

- B.      Mutual Pledge of Accord

- 1.      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 the obligation of the employees to cooperate with their fellow employees and the City in the performance of their public service obligation.
  
- 2.      The purpose of this MOU is to promote and ensure harmonious relations, cooperation, and understanding between the City and the Unit members represented by the Association and continuity of service to the public, 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 the parties to promote and ensure harmonious relations and in consideration of the 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, including sympathy strikes, resulting in the withholding of service by the members during the term of this MOU. Should such a strike or concerted action by Association members occur, the Association shall immediately instruct its members to return to work. It is mutually understood and agreed that the City has the absolute right to impose discipline and, in that regard, shall have the right to take disciplinary action, including discharge, against any employee who participates in any manner in any strike or slowdown, withholding of services, picketing in support of a strike, or other concerted action. In the event of a strike or similar job action, any member who does not immediately report to work after receiving instruction to do so by the Association shall forfeit his/her 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.

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



**SECTION 2.0            ASSOCIATION SECURITY/EMPLOYEE RELATIONS**

**ARTICLE 2.1            NON-DISCRIMINATION**

The Association, the Department, and Management mutually reaffirm their respective policies of non-discrimination 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, age, sexual orientation, Acquired Immune Deficiency Syndrome (AIDS) - acquired or perceived, military and veteran status, political beliefs, union activity, LGBT identity, or retaliation for having filed a discrimination complaint.

**ARTICLE 2.2            NOTICE OF CHANGES IN WORK RULES**

- A. Whenever written departmental working 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 Association in writing and offer the opportunity for the Association to meet and consult with the Department on the changes.
  
- B. Nothing contained in this Article shall be construed as a limitation of the right of the Department to implement new written departmental working rules or make changes in such existing rules in cases of emergency. However, when new work rules or changes to existing work rules must be adopted immediately without prior notice to the Association, notice shall be given to the Association and an opportunity for consultation shall be made available to the Association at the earliest practical time following the adoption of such new work rules or changes in existing written department work rules.
  
- C. The Association agrees to notify the Department promptly of its intent to exercise its rights granted under this Article.

**ARTICLE 2.3            EMPLOYMENT OPPORTUNITIES**

- A. The City of Los Angeles Personnel Department (“Personnel Department”) will email 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 emailed two calendar days prior to the date that said bulletins are scheduled to be approved by the City of Los Angeles Civil Service Commission.
  
- B. 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. 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 to or from their place of employment, if occurring during normal work hours.

#### **ARTICLE 2.4 WORK ACCESS**

- A. 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 immediate access cannot be authorized, the designated representative shall inform the Association representative as to the earliest time when access can be granted.
- B. The Association shall provide the Department and Management a written list of its authorized Association representatives, which shall be kept current by Association.
- C. This Article shall not be construed as a limitation on the power of the Department to restrict access to areas designated as secure or confidential.

#### **ARTICLE 2.5 USE OF CITY FACILITIES**

- A. 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.
- B. The parties 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 shall provide a bulletin board or reasonable 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 AGENCY SHOP**

- A. Fees and Dues
  - 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 Controller. For the purpose of this provision, a permanent employee is defined as one who has completed six continuous months of City service from his/her original date of appointment and who is a member of the Los Angeles City Employees' Retirement System.

2. Notwithstanding any provisions of LAAC Section 4.203 (Authorization For Certain Deductions) 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.
3. 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 fees or dues to be deducted from 24 biweekly payroll checks of each employee in this Unit as specified by the Association 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 the Association 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 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 reassignment or transfer.

- a. The City is authorized to deduct from each Unit member membership dues. This deduction will be computed at the rate of one and one-half percent (1.5%) of an Airport Police Officer II's highest step of the salary range prescribed for that class, rounded off to the nearest tenth of a 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's Office 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 identification number of each permanent employee.
  4. The City Controller shall notify the Association within 60 calendar days of any employee who, because of a change in employment status, ceases to be a Unit member no longer is 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' pay checks.
2. The Association certifies to the City that it has adopted, implemented, and will maintain constitutionally acceptable procedures to enable bargaining 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 existence or terms of the authorization. The Association shall indemnify and hold harmless the City for any claims made by a bargaining Unit member for deductions made in reliance on that certification.

**ARTICLE 2.8 RELEASE TIME**

- A. During the term of this MOU, the Department will permit up to a maximum of 1,000 hours per fiscal year of time off for Association Directors to participate in employee organization representation activities, subject to the following:

1. Time off is requested with seventy-two hours' notice to the Department.
  2. The Department approves.
  3. Minimum time off taken must be in at least four-hour increments.
  4. Minimum staffing is not impacted.
- B. The Department shall invoice the Association on or before September 30, December 31, March 31, and June 30 of each applicable year for actual time used at the rate of \$33.24 per hour for all other Unit members.
- C. In addition to the 1,000 per year cited above, the Department may permit one Unit member elected as an Association Director ("Director") time off for full-time employee organization representation activities.
- D. The Association shall reimburse the Department the cost of all release time for the Director in the amount of \$85,000 annually, subject to the following:
1. The Association shall reimburse the Department on a quarterly basis in the amount of \$21,250 on or before September 30, December 31, March 31, and June 30 of each applicable year.
  2. In the event the Association does not utilize the full time services of the Director, the Department shall compute the amount of reimbursement not required at the end of each fiscal year at the rate of \$40.70 per hour not used and shall reduce the amount of reimbursement required from the Association and shall notify the appropriate parties.
  3. Failure of the Department to receive reimbursement within 45 calendar days of the quarterly due date shall constitute the immediate revocation of this provision and the immediate reassignment of the Director to regular duties for his/her current class and pay level. At the time such payment is received, this provision will become fully reinstated.
  4. During the period of time the Director is in the service of the Association, the Director shall not receive any accrual of vacation or sick leave credit. These benefits are the responsibility of the Association. Likewise, no deduction from either of the benefits will be made by the City.
  5. No overtime for Association activities will be authorized or paid for the Director covered by this provision nor will the Director be eligible for paid premium holiday pay provided for elsewhere in this MOU. Except, however, for police activities and qualifying, overtime will be compensated in accordance with the provisions of this MOU.

6. The Director acting in the capacity of full-time employee organization representatives is a peace officer employed by the Department. As such, he/she remains subject to the rules, regulations, and Code of Conduct provisions applicable to such representatives and all benefits and responsibilities provided for under the terms and conditions of this MOU. If a Unit member is served with a notice of intended discipline that the Association believes violates LAAC Section 4.860(a)(2), the Director shall have ten calendar days to serve the Airport Police Chief with a copy of the Unfair Employee Relations Practice claim filed with the ERB regarding the matter. The Airport Police Chief will not take the contemplated disciplinary action until the ERB has adjudicated the unfair charge. The Airport Police Chief and the Association shall request an expedited proceeding. If the ERB finds the contemplated disciplinary action to be an Unfair Employee Relations Practice, the Chief will not proceed with the disciplinary action.
7. In the event that the Director serves a suspension, the Director may continue to perform his/her duties as a Director but shall not act in the capacity of a peace officer or conduct City-related business during such suspension. At the end of each fiscal year, the Department of Airports shall compute the amount of reimbursement not required for any period of suspension served by the active Director and shall reduce the amount of reimbursement required from the Association.
8. During normal daytime business hours or while conducting City-related business, the Director shall be considered for Workers' Compensation and pension benefits as an employee of the City of Los Angeles and entitled to all benefits that other Airport peace officers are entitled to under Division 4 of the Labor Code, the LAAC, and the Los Angeles City Charter in the sections and articles applicable to Airport peace officers. This provision shall not be limited to normal daytime business hours when the Director is performing the regular duties of an Airport peace officer.
9. The Association shall indemnify, defend, and hold the City and its officers and employees harmless against any and all claims, suits, demands, or other forms of liability that might arise out of or result from any action taken by the Director in the service of the Association (excluding Workers' Compensation).
10. The Director shall be required to qualify twice a year. Qualification shall be during the months of March and September on the combat range with the officer's primary duty handgun and factory ammunition.
11. Except for the provisions of Item 2 of this Article and misconduct that would warrant a paygrade reduction, when the Director returns to regular duties with the Department for any other reason, the Director shall be assigned to a position for his/her current classification and paygrade. It shall be the

Department of Airports's option whether the Director is returned to a position for which there is hazard, bonus, or other special pay.

12. Refusal by the Department for adequate reason is not subject to the grievance procedure.
- E. 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 in accordance with the provisions of this Article beginning July 1, 2019.

## **ARTICLE 2.9      UNIT INFORMATION**

Upon adoption of this MOU, the Department will provide the Association access to a list of employees in alphabetical order, their first and last names, employee identification numbers, social security number, addresses, class titles, class codes, membership status, date of birth, and date of hire. 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            GRIEVANCES**

### **ARTICLE 3.1            GRIEVANCE REPRESENTATION**

- A.     The Association may designate a reasonable number of grievance representatives who must be Unit members and shall provide the Department and Management with a written list of employees who have been so designated. Management will accept changes to the list presented by the Association as they are made. An employee may select a non-City employee as a grievance representative in place of an Association Representative at the employee's own expense.
  
- B.     A grievance representative if so requested may represent a grievant in the presenting of grievances at all levels of the grievance procedure for which the 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 Unit member, is employed by the same department as the grievant, and is employed within a reasonable distance from the work location of the grievant.
  
- C.     If a grievance representative must leave his/her work location to represent a grievant, he/she shall first obtain permission from his/her supervisor on a form provided 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 grievance 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 grievance representative's request unless the parties mutually agree otherwise. Denial of permission to leave at the time requested will automatically constitute an extension of time limits provided in the grievance procedure herein, equal to the amount of the delay.
  
- D.     Time spent on grievances outside of regular working hours of the employee 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 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 Unit members covered by this MOU. An impasse in meeting and conferring upon the terms of a proposed MOU is not a grievance.



## **Section II - Responsibilities and Rights**

- A. Nothing in this grievance procedure shall be construed to apply to matters for which an administrative remedy is provided before the Civil Service Commission. Where a matter within the scope of this grievance procedure is alleged to be both a grievance and an unfair labor practice under the jurisdiction of the ERB, the employee may elect to pursue the matter under either the grievance procedure herein provided or by action before the ERB. The employee's election of either procedure shall constitute a binding election of the remedy chosen and a waiver of the alternative remedy.
- B. No grievant shall lose his/her right to process his/her grievance because of Management-imposed limitations in scheduling meetings.
- C. The grievant has the responsibility to discuss 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 in a manner consistent with this Section 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.
- D. By mutual agreement, the grievant and the Department may extend the time limits between steps of the grievance procedure provided herein. Also by mutual agreement, the grievant and the Department may waive one level of review from this grievance procedure.
- E. 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.

## **Section III - Procedure**

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

### **Step 1 - Informal Discussion**

- A. The grievant shall discuss his/her grievance with his/her immediate supervisor on an informal basis in an effort to resolve the grievance. The grievance shall be considered waived if not so presented to the immediate supervisor within ten

calendar days following the day during which the event upon which the grievance is based occurred. Said ten calendar days may be waived by mutual consent of the parties involved.

- B. The immediate supervisor shall respond within five calendar 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

- A. 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 Department's designee to review the grievance at Step 2 within seven calendar days of receipt of the grievance response at Step 1 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.
- B. If such written notice is served, the Department 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 15 calendar 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

- A. If the grievance is not settled at Step 2, the grievant may serve written notice of the grievance on said form upon the person designated to review the grievance at Step 3 within seven calendar 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.
- B. If such written notice is served, the Department 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 15 calendar 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

If the grievance is not settled at Step 3, the grievant may serve written notice of the grievance on a form upon the Executive Director of the Department or his/her designee within seven calendar 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 Department's Executive Director or his/her designee, who will afford the grievant 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 calendar days from the date said arguments were submitted.

#### Step 5 - Mediation (optional)

- A. If the grievance is not resolved at Step 4, the Association or the Department may, within ten calendar days following receipt of Management's response at Step 4, request that the grievance be submitted to a mediator prior to proceeding to arbitration. This step is optional and requires the concurrence of the Association and the Department.
- B. A request for mediation must be in writing and must be submitted to the department's personnel officer or Association representative within the above-prescribed time limits. The personnel officer or Association representative shall, within ten calendar days following receipt of the mediation request, return the request to the Association or the Department with a denial or an agreement that the parties jointly request the ERB to appoint a mediator.
- C. 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.
- D. 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.
- E. If the grievance is resolved through mediation, notwithstanding the provisions of LAAC Section 4.865 (Grievance Procedure For Recognized Employee Organizations), the Association and the Department may, by mutual agreement, accept the results of mediation as binding.
- F. 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

- A. If the written decision at Step 4 does not settle the grievance, or if no written decision is rendered within the time limits set forth at Step 4, and if both parties exercise the Step 5 mediation process unsuccessfully, the grievant and Association jointly may serve upon the Department's Executive Director or his/her designee a written notice that a written request for arbitration has been filed with the ERB. The request for arbitration must be filed with the ERB within ten calendar days following the date of service of the written decision of the Department's Executive Director or his/her designee, expiration of the time limits set forth in Step 4, or within ten days after the conclusion of mediation. Failure of the grievant and Association jointly to serve the written request for arbitration with the ERB within said period shall constitute a waiver of the grievance.
- B. 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 seven calendar days following receipt of said list.
1. 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 the 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 incurring same.
  2. The decision of an arbitrator resulting from any arbitration of a grievance hereunder shall be advisory only.
  3. 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.

## **SECTION 4.0        ON THE JOB**

### **ARTICLE 4.1        PERSONNEL FOLDERS**

- A.     An employee shall be entitled to review the contents of his/her official departmental personnel folder at reasonable intervals, upon request, during hours when the 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.
- B.     No disciplinary document shall be placed in an employee's official departmental personnel folder without providing said employee with a copy.
- C.     A "Notice to Correct Deficiencies" shall be sealed by the Department upon the request of an affected employee if he/she has not been involved in any subsequent incidents of the same general nature and category as the Notice to Correct Deficiencies requested to be sealed that resulted in written corrective counseling or other management action for a period of two years from the date the most recent, related notice was issued or management action taken.

### **ARTICLE 4.2        SAFETY**

- A.     Safety clothing and devices provided by the Department shall continue to be provided, as long as the need exists. The Association will encourage all members of the Unit to utilize said safety clothing and devices to the fullest extent possible.
- B.     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:
  - 1.     Correct or eliminate the hazardous condition if correction or elimination thereof is within the authority and capability of the supervisor; or
  - 2.     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 the 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,
  - 3.     Promptly report the problem to the next designated level of supervision or inform the Departmental Safety Coordinator about the problem if elimination of the hazardous condition is not within the capability of the second level of supervision to correct.

- C. 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/her representative may call the City Occupational Health and Safety Office and report such hazard. Unresolved complaints hereunder may be referred to the State Safety Engineer for processing under the CAL/OSHA rules and regulations.

#### **ARTICLE 4.3      A DRUG-FREE WORK PLACE**

- A. The responsibilities inherent in the law enforcement profession require officers to undergo strict physical and psychological evaluations. Thorough pre-employment investigations into every facet of a police applicant's background are conducted to ensure that the candidate's profile is of an individual worthy of the public's trust. Once employed, those individuals who fail to abide by the Law Enforcement Code of Ethics will be disciplined or even terminated when appropriate. All Unit members must be willing to accept a random drug test program as yet another test in which the employee is held to a higher standard than others in society.
- B. An employee who voluntarily apprises the Department of an addiction or other drug use-related problem caused by either a valid prescription prescribed for the employee (excluding marijuana) or over-the-counter medication will be allowed to become involved in a rehabilitation program. Assistance is available through most City health plans, including the City's Employee Assistance Program. The Department will take the necessary steps to ensure that this disclosure and participation in rehabilitation by the employee is kept confidential. The Department will cooperate with the employee's participation in rehabilitation by allowing the employee to utilize sick leave or other available discretionary leave (i.e., accrued time off or vacation) as necessary.
- C. As used in this Article, the term "voluntarily apprises the Department" shall mean that the employee brought the matter to the attention of the Department:
  - 1. On his or her own initiative;
  - 2. At a point in time not in conjunction with a drug test and when no administrative investigation has been initiated by the Department concerning the employee's use of prescription or over-the-counter medication; and
  - 3. That no acts or omissions by the employee and related to the use of prescription or over-the-counter medication involves any criminality on the part of the employee.
- D. During the term of this MOU, the Association and Management agree to negotiate a Substance Abuse Testing Program which shall apply to all Unit members.

**ARTICLE 4.4            HOURS OF WORK – WORK PERIODS**

- A.     Notwithstanding the provisions of LAAC sections 4.108 (Hours of Work – FLSA Non-Exempt Employees) and 4.113 (Overtime – FLSA Non-Exempt Employees), the Department may, at its sole discretion, assign any Unit member--who is assigned to a law enforcement function--to work a 5/40, 4/10, or 3/12 work schedule.
  
- B.     The work hours do not include time to consume a meal. Adjustments to an employee’s work schedule may be made in order to accomplish the objective of the Department. In all cases, a regular full-time employee shall work a total of 160 hours in each 28 workday deployment period.
  
- C.     The parties recognize and agree that the majority of Unit members who are assigned to a law enforcement function are currently assigned by Management to work a 4/10 work schedule. In addition, Unit members in special law enforcement duty assignments are currently assigned by the Department to work a 5/40 work schedule. Further, the Association and the Department recognize and agree that it is a “management right” for the Department to discontinue a work schedule at the conclusion of any Deployment Period. In the event where such a decision is made, the Department shall give the Association two Deployment Periods notice of the change and such notice shall include the scheduling system to be implemented. Notice shall be given to ensure adequate opportunity for the Association to request that the parties meet-and-confer regarding the impact or the effects of the Department’s decision following the implementation of the change. If the Association requests to meet-and-confer on the impacts, then the parties agree to meet to resolve the matter no later than 30 calendar days from the Association’s initial request or no later than a period of time that is mutually decided. The Department, at its sole discretion, shall have the right to modify the work schedules.

**ARTICLE 4.5            MEAL AND REST PERIODS**

- A.     The meal period for Unit members shall be 30 minutes and shall not be counted as time worked for any purpose. An officer who is called to duty during his/her meal period shall, at the Department’s discretion, either be:
  - 1.     Given a 30-minute meal period at a later time during the same shift; or
  - 2.     Compensated in cash at the rate of one and one-half (1½) times the employee's regular rate of pay.
  
- B.     Each employee shall be granted a minimum 15 minutes rest period in each four hour work period; provided, however, that no such rest period shall be taken during the first or last hour of any employee's working day nor shall exceed 15 minutes without express consent of an employee’s designated supervisor.

- C. The Department reserves the right to suspend the rest period or any portion thereof during an emergency. Any rest period so suspended or not taken at the time permitted shall not be accumulated or carried over from one day to any subsequent day, or compensated for in any form.
- D. The provisions of this Article do not apply to 12-hour shift personnel.

**ARTICLE 4.6 SUBPOENAED AS A WITNESS**

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

**ARTICLE 4.7 COMPENSATION FOR COURT APPEARANCES**

- A. The following provisions shall apply only for the payment of overtime for court appearances for Unit members outside of their normal duty hours.
- B. Basic Compensation
  - 1. A Unit member, at his/her option, may report to court when subpoenaed or remain on-call. If electing to appear in court, the employee must notify his/her supervisor no later than one administrative day prior to the scheduled court appearance. An employee who decides to remain on-call must be able to appear in court not more than one hour after being notified that the employee's appearance is required in court. An employee who appears in court more than an hour after having been notified shall void his/her right to on-call compensation. An employee need not remain at home but must be available for telephonic notification at a location where the supervisor knows the employee is reachable.
  - 2. An off-duty employee shall receive a minimum of four hours overtime compensation for any court day he/she is subpoenaed to be on call or required to appear.
  - 3. An off-duty employee shall receive hour-for-hour overtime compensation for each additional hour of actual attendance in excess of the four hour minimum as provided for in B.1. above, with the exception that no compensation will be given for the initial 60 minutes of a noontime recess.
  - 4. An employee shall not receive court on-call overtime compensation and hour-for-hour overtime compensation for the same time period.



C. Multiple Cases

An off-duty employee who receives morning and afternoon subpoenas for separate cases on a court day shall receive a minimum of four hours overtime compensation for any court day he/she is subpoenaed to be on call or required to appear for each case for a total of eight hours. In addition, he/she shall receive hour-for-hour overtime compensation for each additional hour of actual court attendance in excess of four hours.

D. 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 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 exception that no compensation will be given for the initial 60 minutes of a noontime recess.
2. Court appearances commencing four hours or less **during** or **after** the employee's regularly assigned shift ends will be for the actual time between the end of the employee's assigned shift and the termination of the court appearance with the exception that no compensation will be given for the initial 60 minutes of a noontime recess.
3. Compensation for on call status shall not exceed four hours.

**ARTICLE 4.8 DMV TELEPHONIC HEARING**

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

1. On Duty

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

2. Off Duty

- a. An employee subpoenaed for a DMV Telephonic Hearing scheduled at a time when the employee is off duty may utilize a Department or a private telephone to call the DMV at the appointed time.
- b. An employee participating in a DMV Telephonic Hearing shall be entitled to a minimum of two and one-half (2½) hours of overtime compensation and hour-per-hour overtime compensation thereafter for actual participation in the hearing, with the exception that no

compensation will be given for the initial 60 minutes of a noontime recess.

- c. There shall be no on-call compensation for DMV Telephonic Hearings.
- d. An employee may not receive overtime compensation for a DMV Telephonic Hearing 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. An employee participating in a DMV Telephonic Hearing 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 extends 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.
- e. An employee who utilizes a Department telephone to participate in a DMV Telephonic Hearing while off duty shall not be entitled to overtime compensation for travel time spent reaching that telephone.
- f. Overtime shall be compensated in accordance with applicable provisions of this MOU.

#### **ARTICLE 4.9 UNIFORM AND EQUIPMENT ALLOWANCE**

- A. Uniforms required by the Department will be replaced, maintained, and cleaned at the employee's expense.
- B. The Department will provide a cash payment of \$1,525 per fiscal year to each Unit member in pay period 11 of each year. This payment will be made through an employee's regular paycheck as part of the pay check issued for pay period 11 for a fiscal year. An employee who retires, terminates, or otherwise permanently separates from the Department and/or the City prior to pay period 11 shall be ineligible to receive this cash payment.
- C. 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. Employees may only receive one uniform allowance in each fiscal year. An employee transferring or promoting into this Unit shall receive only one uniform payment per year under the terms of the employee's former MOU.
- D. This allowance shall be a non-pensionable, cash payment and not part of wages. This payment is subject to applicable supplemental state and federal taxation rates.

- E. Replacement of uniforms and personal property for the Department shall be in accordance with departmental manual sections on reimbursement for lost or damaged property.

**ARTICLE 4.10 RAIN AND SAFETY GEAR**

The Department shall provide standard law enforcement rain and safety gear for Unit members who are required to work outside in inclement weather. The Department shall replace such gear when the Department determines that it is no longer serviceable.

**ARTICLE 4.11 BILINGUAL DIFFERENTIAL**

Qualified Unit members required by the Department to use a language other than English in the course of their work assignment will be compensated in accordance with LAAC Section 4.84 (Premium Pay for Persons Possessing Bilingual Skills).

The Department shall identify positions that require a bargaining Unit member to use a language other than English pursuant to LAAC section 4.84. Once a position is identified, the Department may send a bargaining Unit member who possess a bilingual skill and who is interested in utilizing such skill to the Personnel Department for certification. After being certified as proficient in speaking a language other than English, the bargaining Unit member, once appointed to the designated position about which a language other than English is required, shall receive compensation pursuant to LAAC section 4.84.

Certified employees who receive compensation under LAAC 4.84 shall not refuse to use their skill in the course of their work while on duty. Certified employees may be assigned to any incident or investigation requiring the use of their bilingual skill and may be required to prepare written reports related to the incident or investigation, as appropriate.

**ARTICLE 4.12 SIGN LANGUAGE PREMIUM**

Any qualified Unit member who is requested by the Communications Assistance Center to utilize sign language skills in the course of their work shall be compensated in accordance with LAAC Section 4.84.1 (Premium Pay for Persons Possessing Sign Language Skills).

The Department shall identify positions that require a bargaining Unit member to use sign language pursuant to LAAC section 4.84.1. Once a position is identified, the Department may send a bargaining Unit member who possess sign language skills and who is interested in utilizing such skills to the Personnel Department for certification. After being certified as proficient in using sign language, the bargaining Unit member, once appointed to the designated position about which sign language is required, shall receive compensation pursuant to LAAC section 4.84.1.

Certified employees who receive compensation under LAAC 4.84.1 shall not refuse to use their skills in the course of their work while on duty. Certified employees may be assigned to any incident or investigation requiring the use of skills, as appropriate.

**ARTICLE 4.13 MILEAGE AND TRAVEL ALLOWANCES**

- A. Notwithstanding LAAC Section 4.222 (Rate of Payment), a Unit member who is required by the Department to travel directly between his/her home and place of temporary assignment, as provided for in LAAC Section 4.221 (Authority for Travel Compensation), shall receive payment at the rate of \$1.50 for each day that such travel occurs. The parties agree that all other provisions of LAAC Sections 4.220 (Definitions) through 4.226 (Forms Required), inclusive, relative to payment for travel of certain employees from their homes to temporary job locations shall remain unchanged and applicable to Unit members.
- B. Notwithstanding LAAC Section 4.222.1 (Job-to-Job Compensation), whenever a Unit member is required by the Department to travel from one job site to another (“job-to-job”) within a work day, he/she shall receive payment at the rate of \$1.50 for each day that such travel occurs.
- C. Where an employee qualifies under both sections A and B, above, such employee shall be entitled to receive \$2.20 per day.
- D. An employee shall be reimbursed for using his/her personal vehicle in the performance of his/her duties when so authorized by the Department in accordance with LAAC Section 4.230 (Reimbursement).

**ARTICLE 4.14 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>MOU 30 Marksmanship Bonus Pay</b>	
<b>Marksmanship Distinction</b>	<b>Biweekly Bonus Amount</b>
Marksmanship	\$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 for the employee to continue to receive a marksmanship distinction and commensurate compensation.

At any time, a 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. This bonus is treated as an “add to pay” and shall not be pensionable.

#### **ARTICLE 4.15 FIREARMS AND EQUIPMENT**

The Department will provide a one-time cash payment of \$1,500 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.

#### **ARTICLE 4.16 RELINQUISHMENT OF TRAFFIC CONTROL FUNCTIONS**

- A. The Department may elect to transfer the traffic control functions presently performed by Unit members to other employees of the City who are not represented by the Association and not covered by this Agreement; provided, however, that Unit members may be assigned these functions under special circumstances when required by the Department. Traffic control functions shall be defined as “curb enforcement, parking lot enforcement, and street traffic control”.
- B. The transfer of these functions shall not directly or indirectly result in any layoff or termination of any Unit employee.

#### **ARTICLE 4.17 ASSIGNMENT DURATION OF SPECIALIZED POSITIONS**

- A. Reasonable time limits in an assignment increase the opportunity for all Unit members to learn specialized skills and ensure a broader dissemination of knowledge, experience, and expertise throughout the organization. The following terms shall govern the duration of assignments to specialized positions.
- B. Assignments to specialized positions are normally made for a minimum of five years. As designated by the Airport Police Chief or his/her designee, assignments that require extensive training or investment by the Department of Airports, such as the Emergency Services, Canine, or Motorcycle units, shall typically have a minimum assignment duration of seven years. The five and seven-year time period for assignment rotations under this Article shall commence on July 1, 2014.
- C. The Airport Police Chief or his/her designee establishes the duties and staffing levels of specialized assignments based on the needs of the Airport Police Department. The creation, addition, or elimination of positions in special assignments is at the discretion of the Airport Police Chief or his/her designee.

- D. A vacancy in a specialized unit identified by the Airport Police Chief or his/her designee may be filled by an Airport Police Officer III or by an Airport Police Officer II who receives a pay grade advancement to an Airport Police Officer III, or by an Airport Police Officer II when the level of duty and responsibility is commensurate and appropriate for the level of an Airport Police Officer II, as determined by the Airport Police Chief or his/her designee.
- E. Any Police Officer who has advanced to an Airport Police Officer III pay grade who returns to patrol from a specialized unit shall retain that pay grade, and be assigned as a Senior Officer with a level of duties and responsibilities fitting the experience and expertise required for such a pay grade, as determined by the Airport Police Chief or his/her designee.
- F. Management shall also continue the practice of undertaking a periodic selection process for specialized units, based on operational needs as determined by the Airport Police Chief or his/her designee, especially when members of specialized units have served the duration of time in said unit as specified above or given vacancies in said specialized units, as determined by the Airport Police Chief or his/her designee based on operational needs.
- G. Reassignments shall occur on a seniority basis, with those in the assignments for the longest period of time reassigned first, followed and/or supplemented by consideration of a necessary skill set, training, or expertise.
- H. Regardless of time in the assignment, a Unit member may be re-assigned if he/she:
  - 1. Requests to be moved from the position;
  - 2. Receives a performance evaluation that is below acceptable standards and fails to correct cited performance problems within a reasonable time period; or,
  - 3. Commits an act of misconduct.
  - 4. Unit member may also be reassigned if the position is eliminated.
- I. Whenever practicable, Unit members shall be given 14 days written notice of a reassignment.
- J. Unit members removed from a specialized assignment for cause shall have the right to an appeal process to be resolved through arbitration.
- K. Unit members who return from a special assignment may re-apply for that assignment or another special assignment when it becomes available.

- L. Canine officers who have had more than one canine assigned shall continue in their position for the service life of their currently assigned canine.
- M. The Airport Police Chief or his/her designee may authorize a Unit member nearing retirement to remain in a specialized assignment until the date of his/her retirement provided to the Airport Police Chief or his/her designee.

## **SECTION 5.0        BENEFITS**

### **ARTICLE 5.1        RETIREMENT BENEFITS**

#### **A.        Fire and Police Pensions**

Pursuant to Charter Section 1700(f), any Unit member newly appointed to City service on or after January 7, 2018 shall be a member of the Fire and Police Pension System (LAFPP). Retirement benefits shall be administered and shall accrue in accordance with Charter Section 1700 et seq and according to any future Tiers that may be established in the future. Pursuant to Charter Section 1700(f) and LAAC section 4.2215, any Unit member appointed to City service prior to January 7, 2018, who elected to transfer from the Los Angeles City Employees' Retirement System (LACERS), shall be a member of LAFPP Tier 6.

#### **B.        LACERS Tier 1**

1.        Any Unit member appointed to City service prior to January 7, 2018 who elected to remain a member of LACERS shall remain in LACERS as a Tier 1 member, pursuant to the provisions of LAAC Sections 4.1002 and 4.1080.2.
2.        For said Unit members identified in B.1. above, member contributions shall be made pursuant to LAAC Section 4.1003. All contributions shall be administered in a manner that is consistent with State and federal laws regulating pension contributions.
3.        Eligibility for Enhanced LACERS Benefits shall be determined according to LAAC section 4.1002(e)(2).

#### **C.        Procedure for Benefits Modifications**

1.        Proposals for major retirement benefit modifications will be negotiated in joint meetings with the certified employee organizations whose memberships will be directly affected. Agreements reached between Management and organizations whereby a majority of the members in the Los Angeles City Employees' Retirement System are affected shall be recommended to the City Council by the CAO as affecting the membership of all employees in the Los Angeles City Employees' Retirement System. Such modifications need not be included in the MOU in order to be considered appropriately negotiated.
2.        The procedure described in the above paragraph C.1(a) shall also apply to agreements reached between Management and certified employee organizations whereby a majority of the members in the Los Angeles Fire and Police Pension System are affected.



3. 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.
4. If agreement is not reached between Management and the organizations representing a majority of the members in the retirement system for which modifications are proposed as to whether a particular proposal constitutes either a major or a minor modification, the proposal shall be treated as a major modification.
5. Division 4, Chapter 11, Article 2 of the Los Angeles Administrative Code (LAAC) provides a retiree health benefit for LACERS 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 LACERS 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**

Each Airport Police Officer as a member of this Unit shall be entitled to earn and receive paid vacation time in accordance with LAAC 4.245 (Monthly Vacation Credit – Length of Vacation).

In addition to the annual vacation benefits provided for in LAAC Section 4.245, each Airport Police Officer shall earn and accrue 13 additional paid vacation days per year computed and accumulated at the additional rate of 8.66 hours (8 hours and 40 minutes) monthly which are provided as a replacement for holiday benefits that were previously relinquished. Each employee in this Unit who has completed his/her first year of service shall be entitled to the following number of vacation days with full pay, based on the

number of years of City service completed, accrued and credited at the rates indicated, subject to deductions for absences as provided in LAAC Sections 4.244 (Definitions) through 4.256 (Non-Applicability of Article), inclusive.

<b>AIRPORT POLICE OFFICER VACATION ACCRUAL SCHEDULE</b>						
<b>Years of Service Completed</b>	<b>Annual Number of Vacation Days</b>			<b>Monthly Accrual Rate In Hours/Minutes</b>		
	Time Per LAAC 4.245	Additional VC Days In-Lieu of Holidays	Total	Time Per LAAC 4.245	Additional VC Hours In-Lieu of Holidays	Total
1	11	13	24	7.20	8.40	16.00
5	17	13	30	11.20	8.40	20.00
13	18	13	31	11.20	8.40	20.00
14	19	13	32	11.20	8.40	20.00
15	20	13	33	11.20	8.40	20.00
16	21	13	34	11.20	8.40	20.00
17	22	13	35	14.40	8.40	23.20
18	23	13	36	14.40	8.40	23.20
19	24	13	37	16.00	8.40	24.40
25	25	13	38	16.40	8.40	25.20

Vacations will be scheduled as far in advance as possible. Consideration shall be given to the efficient operation of the Department, the desires of the employees, and seniority in grade of the employees represented herein.

**EFFECTIVE JULY 7, 2019**

- A. From July 7, 2019 through December 31, 2019, no Unit member shall accrue vacation time.
- B. On January 1, 2020, and each January 1<sup>st</sup> thereafter, vacation time accrued during the previous year shall be credited to each employee based on his/her years of service as described below.

1. An employee's vacation accrual anniversary date shall be based upon the date upon which an employee (1) graduates from the police academy and promotes to an Airport Police Officer I, step 2, as described in Article 6.1. C. of this MOU, or (2) joins the Airport Police Department as an Airport Police Specialist or (3) joins the Airport Police Department as an Airport Police Officer through a Charter Section 1014 transfer, in which case the employee's anniversary date shall be the same as the employee's vacation anniversary date held in his or her previous class.
  2. A Unit member who is undergoing training in the Police Academy as an Airport Police Officer I (3225-1) shall not be entitled to nor credited with vacation time for the full duration of his/her academy training.
  3. An Airport Police Officer I who is on salary step 2 and is undergoing field training during a probationary period or an Airport Police Specialist shall accrue 10 hours of vacation at the end of the first month of City service as described above and 10 hours at the end of each month thereafter until January 1<sup>st</sup> of the next calendar year.
  4. Until the completion of two years of City service in the aggregate, each Unit member shall be entitled to 120 vacation hours credited annually on January 1<sup>st</sup>.
  5. Upon the completion of two years of City service in the aggregate, each employee shall be entitled to 128 vacation hours credited annually on January 1<sup>st</sup>.
  6. Upon the completion of 10 years of City service in the aggregate, each employee shall be entitled to 192 vacation hours credited annually on January 1<sup>st</sup>.
  7. Upon completion of 30 years of City service in the aggregate, each employee shall be entitled to 200 vacation hours credited annually on January 1<sup>st</sup>.
- C. In addition to vacation accruals described above, each bargaining unit member who has completed at least one full year of City service shall be credited with an additional 104 hours of vacation on January 1<sup>st</sup> of each calendar year. This 104 hours is provided as a replacement for holiday time off that was relinquished previously.

D. The following table illustrates vacation accrual benefits.

<b>AIRPORT POLICE OFFICER VACATION BENEFITS</b>			
<b>Years of Service (YOS) Completed</b>	<b>Number of Annual Hours Distributed on January 1<sup>st</sup></b>		
	<b>Hours of Vacation Based on YOS</b>	<b>Additional Vacation Hours In Lieu of Holiday Time Off</b>	<b>Total</b>
< 2	120	104	224
2-9	128		232
10-29	192		296
30+	200		304

- E. 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.
- F. An employee may defer all or a portion of his or her vacation. The employee should consider the amount of vacation time he or she has accumulated and whether deferring all or part of the vacation could result in the stoppage of vacation accrual which will automatically be deposited in the catastrophic illness or injury time bank.
- G. Employees with ten 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.
- H. Assignment of employees to vacation periods shall be made so as to maintain adequate deployment at all levels of rank. Employees shall submit requests for the selection of their primary long vacation periods in writing by September 30th of each year for the following calendar year. Vacation schedules for primary vacation periods shall be posted by November 1<sup>st</sup> of each year for the following calendar year.
- I. After primary vacations are assigned based on seniority from highest to lowest, other secondary vacation periods will then be assigned in reverse seniority order. Employees shall submit requests for secondary vacations after November 1<sup>st</sup> of each year and approved secondary vacations will be posted by December 31<sup>st</sup>. Management will post all vacation periods in one location.
- J. Any employee who, immediately prior to becoming a member of the Airport 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.

- K. 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.
- L. The City Controller shall keep a record of vacation time balances based on Airport Police Department records and shall advise employees on their paycheck or pay advice of their balance biweekly.
- M. 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 Airport Police Chief or his/her designee to cancel vacations.
- N. An officer who volunteers to work during a mobilization while on a regularly scheduled vacation may do so subject to the following:
  - 1. The Department must have a need for the employee to return to work. Assignments will be made at the discretion of the Department.
  - 2. 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.
  - 3. The employee may defer all or a portion of his or her vacation subject to approval by Airports Management.
  - 4. 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.
  - 5. 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.
  - 6. 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.

- O. When the Mayor or Airport Police Chief or his/her designee orders officers on regularly scheduled vacation to return to work during a mobilization, such return is subject to the employee electing to defer all or part of the remaining vacation subject to the provisions of K.1.c-f of this Article.

**ARTICLE 5.3 HOLIDAY PREMIUM PAY**

- A. Employees who work on the following holidays shall receive time-and-one-half premium pay in lieu of their regular salary.
  - 1. New Year's Day (January 1<sup>st</sup>)
  - 2. Easter Sunday
  - 3. Memorial Day (last Monday in May)
  - 4. Independence Day (July 4<sup>th</sup>)
  - 5. Labor Day (first Monday in September)
  - 6. Veteran's Day (November 11<sup>th</sup>)
  - 7. Thanksgiving Day (fourth Thursday in November)
  - 8. Christmas Eve (December 24<sup>th</sup>)
  - 9. Christmas Day (December 25<sup>th</sup>)
  - 10. New Year's Eve (December 31<sup>st</sup>)
- B. Time-and-one-half premium pay shall be submitted as straight time equal to one half of the actual hours worked during a shift that occurs on a day listed above. For example, officers assigned to an 8-hour shift will receive premium pay of 4 hours; officers assigned to a 10-hour shift will receive premium pay of 5 hours. Premium pay shall not apply to overtime hours worked in excess of the normal tour of duty. Employees called out or scheduled to work on an overtime basis during a shift specified for premium compensation are entitled to premium compensation in addition to the overtime compensation.
- C. Notwithstanding the above paragraphs, whenever a special holiday is declared by proclamation of the Mayor with concurrence of the City Council, the Department is hereby authorized to grant to each employee a day off with full pay. Such day off shall be in addition to any other day(s) 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 Department.

**ARTICLE 5.4 HEALTH AND DENTAL PLANS**

- A. 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.

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

## **Section I – Health Plans**

- A. The health plans offered and benefits provided by those plans shall be those recommended by the JLMBC, approved by the City Council, and administered by the Personnel Department in accordance with LAAC Section 4.303.
- B. During the term of this MOU, the City agrees to continue to contribute 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.
- C. The City will apply the subsidy first to the employee's coverage. Any remaining balance will be applied toward the coverage of the employee's qualified dependents named under the plan.
- D. 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. 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.
- E. 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.
- F. 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.
- G. Unit members shall continue to pay 10% of the City's monthly health care premium (deducted on a biweekly basis) when the amount of his/her monthly health care premium for the health care plan in which he/she is enrolled is less than or equal to the amount of the City's maximum monthly health care subsidy.
- H. In the event that a Unit member is enrolled in a health care plan that has a monthly premium that exceeds the City's maximum monthly subsidy, such Unit member shall continue to 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 10% of the City's maximum monthly health care subsidy (deducted on a biweekly basis).

## **Section II – Dental Plans**

- A. The dental plans offered and benefits provided by those plans shall be determined by the Personnel Department in accordance with LAAC Section 4.303, upon the recommendation of the JLMBC and approval of the City Council.
- B. Management will expend for full-time employees in the classifications represented in this MOU the monthly sum necessary to cover the cost of 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 such sufficient enrollment is maintained to continue to make such coverage available.
- C. 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 a 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 Office of the Personnel Department, which shall be signed by the City employee and the domestic partner, declaring the existence of a domestic partnership.

## **Section IV – General Provisions**

- A. An open enrollment period of at least 30 days shall be declared by the Personnel Department each year. During this open enrollment period, employees who have not already done so may enroll themselves and, at their option, their eligible dependents in the City-sponsored health and dental plans. During this period, employees may also change their coverage options or activate new coverage options. Employees who fail to enroll during this open period will be ineligible to participate in City-sponsored plan 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 or the Health Savings Account programs.
- B. 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.

- C. The City will retain all duties and responsibilities it has had for the administration of the City's Flex Program.

### **Section V – Subsidy During Family and Medical Leave**

For an employee who is on family leave or medical leave under the provisions of Article 5.6 herein, the City shall continue to pay its 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 5.6 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. While an employee is on a Pregnancy Disability Leave (up to four months), the City shall continue to pay its subsidies 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, the City shall continue to pay its 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 – Association Disability, Optical, and Life Insurance Programs**

- A. The City will forward \$80.00 monthly to the Association for each Unit member who is on active payroll status for the purpose of paying for coverage in a Disability, Optical, and Life Insurance Program, to be selected and independently administered by the Association.
- B. The City Controller and Personnel Department will establish such controls over the disbursement of funds, as they deem necessary.
- C. The Association agrees to indemnify and hold harmless the City against all claims, including costs of suits and reasonable attorney fees and/or other forms of liability arising from the implementation of the provisions of this Article.

## **ARTICLE 5.5        SICK LEAVE BENEFITS**

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

## **ARTICLE 5.6        FAMILY ILLNESS**

Management's present practice of allowances for leave for illness in the family will be continued during the term of this MOU, except that the aggregate number of working days allowed in any one calendar year with full pay shall not exceed 15 days except as provided in Article 5.7. Such practice of allowance for leave for illness in family shall be in accordance with LAAC Section 4.127 (Allowance for Leave for Illness in Family).

## **ARTICLE 5.7        FAMILY AND MEDICAL LEAVE**

### **A.        Authorization for Leave**

1.        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 herein), upon the request of the employee, or designated by Management in accordance with applicable Federal and State law, notwithstanding any other provision of the MOU or the LAAC to the contrary.
2.        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.
3.        Leave under the provisions of this Article shall be limited to four months (nine pay periods) during a 12 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 the completion of the previous 12-month period.
4.        **Exception:** Under the provisions of this Article, a pregnant employee may be eligible for up to four months (nine pay periods) for childbirth disability and up to an additional four months (nine pay periods) for purposes of bonding. (See Section D.1 and D.7 of this Article.)

B. Definitions

1. **Spouse** means a husband or wife as defined or recognized under state law for purposes of marriage in this state.
2. **Domestic partner** means a named domestic partner in a confidential affidavit declaring the existence of said domestic partner and signed by the City employee, which is on file with 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 and 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 a 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 Unit members 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.
2. **Exception:** In accordance with Pregnancy Disability Leave under the California Fair Employment 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.
3. 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.
4. 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.

5. 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 a family leave for childbirth shall start at the beginning of the period of disability that a health care provider certifies is necessary. Leave for the non-disability portion of childbirth may be taken before or after delivery.
2. 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.
3. 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 [9] pay periods) and must be concluded within one year of the child's birth or adoption. (The administration of such leave shall be in accordance with Sections C.2 and D.7 of this Article.)
4. **Adoption** – The start of a family leave for adoption shall begin on a date reasonably close to the date the child is placed in the custody of the employee. Leave for adoption or foster care of a child may also be granted prior to placement if an absence from work is required.
5. **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.
6. **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.
7. 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 therefore) due to a chronic serious health condition; or
  - d. A 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.
8. **Workers' Compensation/IOD** – An employee receiving Workers' Compensation benefits (either IOD or the rate provided in Division IV of the California Labor Code) who meets the eligibility requirements in C.1 of this Article shall automatically be considered to be on family and medical leave, effective the first day of the employee's absence.
9. **Continuous/Intermittent Leave** – All leave granted under this Article shall normally be for a continuous period of time for each incident.
10. 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 compensated time off benefits in accordance with LAAC Section 4.110 during the duration of their part-time schedule.
11. In accordance with the California Family Rights Act (CFRA), leave for the birth, adoption or foster care placement of a child of an employee ("bonding" leave) does not have to be taken in one continuous period of time. Under CFRA, the basic minimum duration of bonding leave is two weeks, and on any two occasions an employee is entitled to such bonding leave for a time period of not less than one day but less than two weeks' duration. Any other

form of intermittent leave, or work on a reduced schedule, for the purpose of bonding leave shall only be permitted at the discretion of Management. Bonding leave must be concluded within one year of the birth or placement of the child.

12. 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.
13. A personal leave beyond the four month (nine pay periods) of 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.
14. Management has the right to request and verify the medical 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.
15. 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 30 days 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 leave, paid or unpaid, 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 time off available at the start of the leave shall be used prior to the use of time under (c), (d), (e), and (f) below.
  - c. Accrued 100% sick leave. The use of sick leave under this subsection is at the employee's discretion.
  - d. Accrued 75% sick leave, following use of all 100% sick leave. The use of sick leave under this subsection is at the employee's discretion.
  - e. Unpaid leave.
  - f. Accrued compensatory time off may be used at the employee's discretion after exhaustion of 100% sick leave. In accordance with the final Department of Labor Regulations, which became effective January 16, 2009, and govern 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 time off described in (b) below.
  - b. Accrued vacation time available at the start of the leave shall be taken. Such time must be used prior to the use of time under (c), (d), (e), and (f) below.

- c. Accrued 100% sick leave. The use of sick leave under this subsection is at the employee's discretion.
- d. Accrued 75% sick leave, following use of all 100% sick leave. The use of sick leave under this subsection is at the employee's discretion.
- e. Unpaid leave.
- f. Accrued compensatory time off may be used at the employee's discretion after exhaustion of 100% sick leave. In accordance with the final Department of Labor Regulations, which became effective January 16, 2009, and govern 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 100% sick leave may be used at the employee's discretion. Such leave may be taken before or after the vacation described in (c) below.
- b. Accrued 75% sick leave may be used following use of all 100% sick leave at the employee's discretion. Such leave may be taken before or after the vacation described in (c) below.
- c. Accrued vacation time.
- d. Unpaid leave.
- e. Accrued compensatory time off may be used at the employee's discretion after exhaustion of 100% sick leave. In accordance with the final Department of Labor Regulations, which became effective January 16, 2009, and govern 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 During Family Leave

Payment for sick leave usage under Sections F. 1, 2, and 3 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 Union upon request.

- I. 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 Disability Leave provisions of the California Fair Employment and Housing Act.

**ARTICLE 5.8 INJURED ON DUTY PAY**

For a Unit member who is injured on duty, the City will provide a workers' compensation benefit equal to regular pay less his/her retirement contribution and all other voluntary payroll deductions in accordance with State Labor Code Section 4850.

**ARTICLE 5.9 BEREAVEMENT LEAVE**

Bereavement leave shall be afforded to Unit members and administered in accordance with LAAC Section 4.127.1 (Allowances for Leave Because of Family Deaths).

**ARTICLE 5.10 JURY SERVICE**

Payment of salary to a 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 any 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.

**ARTICLE 5.12 TIME OFF TO DONATE BLOOD OR BONE MARROW**

Any Unit member may take time off with pay to donate blood or bone marrow in accordance with LAAC Section 4.118 (Time Off to Donate Blood or Bone Marrow). No overtime pay shall be allowed for off duty participation in blood and bone marrow drives.

**SECTION 6.0            COMPENSATION**

**ARTICLE 6.1           SALARIES**

A.     Salary ranges set forth in Appendix A through D will become operative as follows:

Appendix A	June 24, 2018
Appendix B	April 14, 2019
Appendix C	July 7, 2019
Appendix D	July 4, 2021

B.     A Unit member who is undergoing training in the Police Academy as an Airport Police Officer I (3225-1) shall be placed on salary step 1 of the pay scale for the full duration of his/her academy training.

C.     A Unit member who graduates from the Police Academy and is undergoing a twelve-month field training during a probationary period as an Airport Police Officer I shall, upon academy graduation, advance to the classification and pay grade of Airport Police Officer F (3225-F) for the full duration of the field probationary training.

D.     Upon completion of his/her twelve-month field probationary training, a Unit member shall promote from the class and pay grade of Airport Police Officer F (3225-F) to the class and pay grade of Airport Police Officer II (3225-2) and be placed on the appropriate salary step in accordance with LAAC Section 4.91(a)(1).

E.     Advancements in salary shall be made automatically, step by step after each year of aggregate service in the class and pay grade to which the member is assigned, said advancements which shall cease when the member reaches the maximum step rate within the salary range negotiated for his/her class and pay grade.

F.     A Unit member who promotes to a higher class or pay grade within the member's class to which he/she is appointed shall be advanced in accordance with LAAC 4.91.

G.     If the member is entitled to an automatic salary step advancement pursuant to E. above in the same pay period as such promotion described in F. above, the automatic step advancement shall be considered to have occurred prior to such promotion.

H.     Any Unit member reassigned to a lower pay grade within the class or position to which he/she was appointed shall receive the same compensation received by him/her prior to such reassignment, or be compensated at the top step of the range for the lowest pay grade, whichever is lower.

- I. The parties agree and understand that pay grades are designated by Department management based on the assigned duties of certain specialized units. A Unit member who is reassigned by management shall receive a lower pay grade unless the member is reassigned to another specialized unit in which case the member will continue to receive the higher pay grade. A Unit member who voluntarily moves from one position to a position in a lower pay grade shall receive the lower pay grade. Nothing in this section shall be construed to limit an officer's ability to appeal/grieve a reduction in compensation pursuant to the Public Safety Officers Procedural Bill of Rights Act (as contained in Government Code sections 3300 through 3313, inclusive).
- J. Commencing June 21, 2020 (pay period 1 of FY2020-21) and ending June 18, 2021 (pay period 26 of FY2020-21), each bargaining unit member shall receive additional compensation in an amount equivalent to two percent of his/her regular base hourly rate. The additional compensation shall be paid biweekly, will be paid as cash and part of regular wages, will be paid as an "Adds to Rate", and will be non-pensionable.

**ARTICLE 6.2      LENGTH OF SERVICE PAY**

- A. Any member of this Unit shall be eligible for longevity pay based upon the aggregate number of years served as a sworn employee of the Department. Such longevity pay is subject to the following conditions.
- B. Upon the certification to the City Controller by Department management that a member has completed the prescribed number of aggregate years of service as a sworn member of the Department and that such member's standard of service is satisfactory, such member shall receive the following compensation in addition to the biweekly salary prescribed for the class pay grade.
  - 1. Upon completion of ten years and until the completion of 15 years of aggregate service, a Unit member shall receive \$100 biweekly.
  - 2. Upon completion of 15 years and until the completion of 20 years of aggregate service as a sworn member of the Airports Department, a Unit member shall receive an additional \$200 biweekly.
  - 3. Upon completion of 20 years of aggregate service as a sworn member of the Department of Airports, a Unit member shall receive an additional \$300 biweekly.
- C. No other members of the Department employed in any class other than Airport Police Officer shall be eligible to receive longevity pay.
- D. A longevity bonus pay amount shall be treated as an "add to rate" and shall be pension based.

**ARTICLE 6.3      CALL BACK PAY**

Whenever an employee is ordered by the Department to return to duty following the termination of his/her work shift and departure from his/her work location, he/she shall receive a minimum payment equivalent to four hours of pay at the overtime rate.

**ARTICLE 6.4      OVERTIME**

A.     A Section 7(k) work period exemption under the Fair Labor Standards Act (FLSA) 29 United States Code (U.S.C.) §207(k) is hereby continued for all employees in this Unit.

B.     Distribution of Overtime

The Department will attempt to assign overtime work as equitably as possible among all qualified employees in the same classification, in the same organizational unit, and work location. However, management may consider special skills required to perform particular work.

C.     Rate and Methods of Compensation

Compensation for overtime worked by employees in classifications listed in the Appendices herein shall be for all hours worked in excess of 160 hours in a 28-day deployment period including all absences with pay authorized by law. Compensation for these employees shall be in cash or time off (compensatory time off) at the rate of one and one-half (1½) the employee's regular (permanent) rate of pay. The method of compensation, either cash or compensatory time off (CTO), shall be at the discretion of the Department. CTO must be approved in advance by the Department's Executive Director or his/her designee. Accumulation of CTO shall not exceed 120 hours per employee. At any time, the Executive Director or his/her designee may direct that any CTO be paid in cash. A Unit member may request to receive cash in exchange for accumulated CTO at any time and the approval of such requests are at the sole discretion of the Department.

**ARTICLE 6.5      ACTING PAY ASSIGNMENTS**

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 working days in such assignment at his/her regular rate of compensation. Paid leave time off taken during a qualifying period shall extend the 15-day 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 first premium level rate above the appropriate step rate of the salary range prescribed for his/her class, for each day on duty 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 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 6.6            OFF-DUTY STANDBY COMPENSATION**

- A. Notwithstanding any other provision of this MOU, Unit members who are assigned by the Airport Police Chief or his/her designee to standby for nights and weekends, will receive one hour of compensation at straight time for every six hours they are required to standby. The use of standby is based solely on operational needs and may be relinquished at any time. Under no circumstances shall Unit members be assigned to standby in the Patrol Unit, unless in an emergency.
- B. Time spent on duty during the period of standby will be deducted from the total time the employee is on standby, not from the time accumulated as compensated standby time.
- C. Example: An employee is on weekend standby. The total time of standby is sixty hours. The employee is required to report for duty for six hours. The six hours are subtracted from sixty hours leaving fifty-four hours of total standby time. Fifty-four is divided by six, which equals nine hours of straight time compensation for standby. The employee will also receive six hours of time-and-one-half overtime for responding to the call out.
- D. For 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 condition will time be allowed for travel.

#### **ARTICLE 6.7            ADMINISTRATIVE CODE SECTION 4.61**

Consistent with previous agreement, the noise provisions of Note K contained in LAAC Section 4.61 (Adoption of Classification and Compensation Plan) shall no longer apply to members of this Unit.

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

**FOR LAAPOA:**

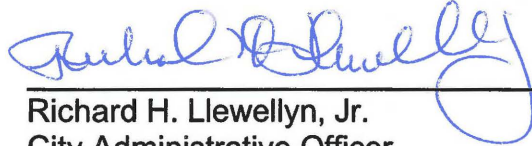


\_\_\_\_\_  
Marshall McClain, President  
LAAPOA

4/10/2019

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 30**  
**Salary Appendix A**  
**Operative on June 24, 2018**

CLASS CODE	TITLE	RANGE	ANNUAL COMPENSATION			
			STARTING		MAXIMUM	
			STEP	SALARY	STEP	SALARY
3225-1	Airport Police Officer I	29.75			\$	62,118
3225-F	Airport Police Officer F	31.38			\$	65,521
3225-2	Airport Police Officer II	3458	1	\$ 72,203	6	\$ 94,732
3333-0	Airport Police Specialist	3458	1	\$ 72,203	6	\$ 94,732
3225-3	Airport Police Officer III	3657	1	\$ 76,358	6	\$ 100,140

**MOU 30**  
**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>
3225-1	Airport Police Officer I	30.35			\$	63,371
3225-F	Airport Police Officer F	32.01			\$	66,837
3225-2	Airport Police Officer II	3529	1	\$ 73,685	6	\$ 96,653
3333-0	Airport Police Specialist	3529	1	\$ 73,685	6	\$ 96,653
3225-3	Airport Police Officer III	3729	1	\$ 77,861	6	\$ 102,144



**MOU 30**  
**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>
3225-1	Airport Police Officer I	30.96			\$	64,644
3225-F	Airport Police Officer F	32.65			\$	68,173
3225-2	Airport Police Officer II	3600	1	\$ 75,168	6	\$ 98,595
3333-0	Airport Police Specialist	3600	1	\$ 75,168	6	\$ 98,595
3225-3	Airport Police Officer III	3804	1	\$ 79,427	6	\$ 104,191

**MOU 30**  
**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>
3225-1	Airport Police Officer I	31.89			\$	66,586
3225-F	Airport Police Officer F	33.63			\$	70,219
3225-2	Airport Police Officer II	3709	1	\$ 77,443	6	\$ 101,560
3333-0	Airport Police Specialist	3709	1	\$ 77,443	6	\$ 101,560
3225-3	Airport Police Officer III	3919	1	\$ 81,828	6	\$ 107,364

## APPENDIX E – SALARY NOTES

In addition to the salaries provided for in the appendices herein, qualifying Unit members shall receive the following additional compensation

### Note 1 Airfield Hazard Incentive

Whenever a Unit member employed as an Airport Police Officer is regularly assigned by the Department to uniformed duties, he/she shall receive an additional 2% cash equivalent of compensation above his/her corresponding step of the salary range. This airfield hazard incentive is an “Adds to Pay” bonus and is not pension based. Effective July 7, 2019, additional compensation shall be paid in the amount of 4% cash equivalent above a Unit member’s corresponding step of the salary range.

### Note 2 Motorcycle Pay

Whenever an Airport Police Officer III is regularly assigned by the Department to ride a two-wheel motorcycle for law or code enforcement purposes, he/she shall receive additional compensation of 5.5% above his/her corresponding step rate. This motorcycle pay is a regularly assigned “Adds to Rate” bonus and is pension based.

Whenever an Airport Police Officer II is regularly assigned by the Department to ride a two-wheel motorcycle for law or code enforcement purposes, he/she shall receive additional compensation of 11% above his/her corresponding step rate. This motorcycle pay is a regularly assigned “Adds to Rate” bonus and is pension based.

### Note 3 Canine Handler Pay

A. Whenever a Unit member is regularly assigned by the Department as a canine handler, he/she shall receive additional compensation of 11% above his/her corresponding step rate. This canine handler pay is a regularly assigned “Adds to Rate” bonus and is pension based.

A Unit member assigned as a canine handler shall be entitled to 10 hours of on-duty time (i.e., the officer’s hourly base rate in cash) or compensatory time off (CTO), at the discretion of Department of Airports management, at the rate of straight time per pay period for the purpose of feeding and caring for their assigned dog. Cash for feeding and care pay for one dog is an “Adds to Pay” bonus and is not pension based. Payment for feeding and care shall be suspended for each pay period if a Unit member’s canine is kenneled and thereby not in the full-time control of the Unit member for one or more days during the pay period.

- B. A Unit member assigned as a canine handler with responsibility for two or more canines shall be entitled to 15 hours of on-duty time (i.e., the officer's hourly base rate in cash) or CTO, at the discretion of Department of Airports management, at the rate of straight time per pay period for the purpose of feeding and caring for the dogs. Cash for feeding and care pay for more than one dog is an "Adds to Pay" bonus and is not pension based. Payment for feeding and care shall be suspended for each pay period if a Unit member's canine is kenneled and thereby not in the full-time control of the Unit member for one or more days during the pay period.

Note 4 Canine Handler Training Pay

Whenever a Unit member is assigned by the Department to train canine handlers, he/she shall receive additional compensation of 5.5% above his/her corresponding step rate. This training pay is a regularly assigned "Adds to Rate" bonus and is pension based.

Note 5 POST: Intermediate and Advanced Certificates

- A. Effective June 26, 2016, bonus pay made to a Unit member who possesses a Basic POST certificate shall be eliminated as a stand-alone bonus and shall be incorporated into the base wages of each classification and pay grade represented in this MOU, as reflected in Appendix B.
- B. Any Unit member who has successfully completed the requirements for an Intermediate POST Certificate and has presented this certificate to management shall, effective the beginning of the next full pay period after the date of presentation, receive a bonus equal to one percent of their regular pay. This POST Intermediate Certificate bonus is a regularly assigned "Adds to Rate" bonus and is pension based.
- C. Any Unit member **who was hired prior to July 1, 1996**, who has successfully completed the requirements for an Intermediate POST Certificate, and has presented this certificate to management shall, effective the beginning of the next full pay period after the date of presentation, receive a bonus of \$15 per pay period. This POST Intermediate Certificate bonus is a regularly assigned "Adds to Rate" bonus and is pension based.
- D. Any Unit member who has successfully completed the requirements for an Advanced POST Certificate and has presented this certificate to management shall, effective the beginning of the next full pay period after the date of presentation, receive a bonus equal to two percent of

their regular pay. This POST Advanced Certificate bonus is a regularly assigned "Adds to Rate" bonus and is pension based.

- E. Any Unit member **who was hired prior to July 1, 1996**, who has successfully completed the requirements for an Advanced POST Certificate, and has presented this certificate to management shall, effective the beginning of the next full pay period after the date of presentation, receive a bonus of \$15 per pay period. This POST Advanced Certificate bonus is a regularly assigned "Adds to Rate" bonus and is pension based.
- F. Probationary Unit members who are on probation as a result of having graduated from the Police Academy or similar qualifying academy shall be ineligible to receive Intermediate or Advanced POST bonuses. Individuals who qualify for one or more POST Certificate bonus(es) described in this salary note at the time they are hired shall receive the applicable bonus(es) upon commencement of employment and presentation of said certificate(es) to Department management.
- G. In order for a bargaining Unit member to be compensated under this salary note for the possession and maintenance of an Intermediate or Advanced POST certificate, the member must meet qualifications for the specific certificate as provided for in the California Code of Regulations, 11 CCR § 1011, § 1011. Certificates, Certificate Award Requirements.

#### Note 6 Firefighter Certificates

- A. Any Airport Police Officer who was employed by the Department as an Airport Safety Officer prior to January 1, 2017, and who had successfully completed the requirements for a Firefighter I Certificate and had presented said certificate to the Department shall continue to receive a bonus equal to one percent of their regular pay. This bonus shall terminate when the employee transfers to a classification other than Airport Police Officer, promotes to another classification, or terminates employment from the City. This Firefighter I Certificate bonus is a regularly assigned "Adds to Rate" bonus and is pension based.
- B. Any Airport Police Officer who was employed by the Department as an Airport Safety Officer prior to January 1, 2017, and who had successfully completed the requirements for a Firefighter II Certificate and had presented said certificate to the Department shall continue to receive a bonus equal to two percent of their regular pay. This bonus shall terminate when the employee transfers to a classification other than Airport Police Officer, promotes to another classification, or terminates employment from the City. This Firefighter II Certificate bonus is a regularly assigned "Adds to Rate" bonus and is pension based.

Note 7 Detective Assignment Pay

Whenever an Airport Police Officer III is assigned by the Department to work as a Detective and who regularly performs Detective duties, he/she shall receive additional compensation of 5.5% above his/her corresponding step rate. This additional pay is a regularly assigned "Adds to Rate" bonus and is pension based.

Whenever an Airport Police Officer II is assigned by the Department to work as a Detective and who regularly performs Detective duties, he/she shall receive additional compensation of 11% above his/her corresponding step rate. This additional pay is a regularly assigned "Adds to Rate" bonus and is pension based.

Note 8 Senior Lead Officer Pay

Whenever a Unit member is assigned by the Department to work as a Senior Lead Officer and who regularly performs Senior Lead Officer duties, he/she shall receive additional compensation of 5.5% above his/her corresponding step rate. This additional pay is a regularly assigned "Adds to Rate" bonus and is pension based.

Note 9 Dignitary Protection Unit Pay

Whenever an Airport Police Officer III is assigned by the Department to work in the Dignitary Protection Unit and who regularly performs associated duties, he/she shall receive additional compensation of 5.5% above his/her corresponding step rate. This additional pay is a regularly assigned "Adds to Rate" bonus and is pension based.

Whenever an Airport Police Officer II is assigned by the Department to work in the Dignitary Protection Unit and who regularly performs associated duties, he/she shall receive additional compensation of 11% above his/her corresponding step rate. This additional pay is a regularly assigned "Adds to Rate" bonus and is pension based.

Note 10 Emergency Services Unit Pay

Whenever a Unit member is assigned by Department of Airports management is assigned to work in the Emergency Services Unit and who regularly performs associated duties, he/she shall receive additional compensation of 5.5% above his/her corresponding step rate. This additional pay is a regularly assigned "add to rate" bonus and is pension based.

Note 11 Rangemaster Pay

Whenever an Airport Police Officer III is assigned by the Department to work as a Rangemaster at the Los Angeles International Airport Shooting Range and who regularly performs associated duties, he/she shall receive additional compensation of 5.5% above his/her corresponding step rate. This Rangemaster pay is a regularly assigned "Adds to Rate" bonus and is pension based.

Whenever an Airport Police Officer II is assigned by the Department to work as a Rangemaster at the Los Angeles International Airport Shooting Range and who regularly performs associated duties, he/she shall receive additional compensation of 11% above his/her corresponding step rate. This Rangemaster pay is a regularly assigned "Adds to Rate" bonus and is pension based.

Note 12 Hazardous Materials Pay

Any Airport Police Officer who was employed by the Department as an Airport Safety Officer prior to January 1, 2017, and who was trained and certified as a Hazardous Materials Specialist and/or Technician and was regularly assigned by Management to the West End Haz Mat Group call out roster prior to the sale of the Ontario Airport shall continue to receive additional compensation in the amount of 2.75% above his/her base hourly rate. This additional compensation shall terminate when the employee transfers to a classification other than Airport Police Officer, promotes to another classification, or terminates employment from the City. This bonus pay is an "Adds to Rate" and is pensionable.

Note 13 Aviation Security Certification

Whenever an Airport Police Officer has met all of the criteria list below, the Officer shall receive additional compensation in the amount of 2.75% above his/her regular base hourly rate of pay.

- Successfully complete training for and possess a valid POST Intermediate Certificate;
- Successfully complete training for and possess a valid POST Advanced Certificate;
- Successfully complete a minimum of three year of full-time paid experience as an Airport Police Officer with the Los Angeles World Airports Police Division; and,
- Successfully complete training and maintain all requirements of training pursuant to California Penal Code Section 832.1.C.
- This additional compensation shall be pensionable and paid as an "Adds to Rate".

Note 14 Field Training Officer

Whenever an Airport Police Officer II is assigned by the Department to work as a Field Training Officer and who regularly performs associated duties, he/she shall receive additional compensation of 5.5% above his/her corresponding step rate. An Airport Police Officer II assigned as a Field Training Officer This additional compensation is a regularly assigned "Adds to Rate" bonus and is pension based. The provisions of this Salary Note shall expire in accordance with Article 1.5 of this MOU unless Management and the Association mutually agree otherwise.

Note 15 Vulnerability Assessment and Analysis Unit

Whenever an Airport Police Officer II is assigned by the Department to work in the Vulnerability Assessment and Analysis Unit and who regularly performs associated duties, he/she shall receive additional compensation of 5.5% above his/her corresponding step rate. This additional compensation is a regularly assigned "Adds to Rate" bonus and is pension based.

Note 16 Salary Note Pay Requirements

In order to receive any additional compensation under Salary Notes 1 through 15 listed in this appendix, a Unit member shall be (1) required to maintain any and all proper certification(s) and (2) assigned by Department of Airports management to the commensurate duty for which a bonus is being paid. In the event that either condition is not valid, the Unit member shall no longer be eligible for the additional compensation. Loss of eligibility is not grievable.

Note 14 License and Certification Fees

Unit members shall be entitled to reimbursement for the cost of obtaining or renewing the following licenses and/or certifications that are required for positions as designated by Management.

- California DMV Class A Driver's License
- California DMV Class B Driver's License
- Emergency Medical Technician I (EMT-I) Certification (renewal only)
- Hazardous Materials Technician Certification
- Hazardous Materials Specialist Certification
- Cardiopulmonary Resuscitation (CPR) Certification

Unit members shall obtain Management's approval prior to obtaining and/or renewing the license and/or certification. To receive reimbursement, Unit members shall present to Management a valid proof of payment, e.g., a receipt, and a copy of the acquired license and/or certification.



Management may only schedule Unit members for testing and/or course completion at an off-site location. Overtime shall be compensated in accordance with the provision set forth in this MOU.

## APPENDIX F – 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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<sup>1</sup> The maximum number of hours in a fiscal year is 2,088.

<sup>2</sup> Includes employee’s family and is not in addition to sick leave. See Article X.X.

<sup>3</sup> The maximum number of hours in a fiscal year is 174.

<sup>4</sup> 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 30, the Association and Management agree to continue discussion about the possible implementation of a new 2.5% LACERS public safety tier. Management agrees to commission an actuarial study regarding an increase from the current 2.3% LACERS public safety enhancement to a new 2.5% LACERS public safety tier for members of this bargaining Unit 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 expediently. The parties intend to fully discuss and, if feasible, implement a new 2.5% LACERS public safety retirement tier 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 implement a new tier, 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, in order to facilitate implementation of the new 2.5% LACERS public safety tier.

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:**

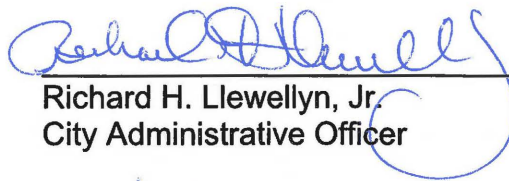


\_\_\_\_\_  
Marshall McClain, President  
LAAPOA

4/10/2019

Date

**FOR MANAGEMENT:**



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

4/10/19

Date