

**MEMORANDUM OF UNDERSTANDING  
FOR JOINT SUBMISSION TO THE CITY COUNCIL  
REGARDING THE AIRPORT SUPERVISORY PEACE OFFICERS UNIT (MOU NO. 39)**

**THIS MEMORANDUM OF UNDERSTANDING made and entered this \_\_\_\_\_ day of  
November, 2015.**

**BY AND BETWEEN**

**THE CITY OF LOS ANGELES**

**AND THE**

**LOS ANGELES AIRPORT POLICE SUPERVISORS ASSOCIATION**

**JULY 1, 2014 THROUGH JUNE 23, 2018**

## TABLE OF CONTENTS

Article	Title	Page
<b>1.0</b>	<b>GENERAL PROVISIONS</b>	
1.1	Recognition	1
1.2	Parties To This MOU	1
1.3	Implementation Of This MOU	1
1.4	Full Understanding	2
1.5	Term	2
1.6	Calendar For Successor MOU	2
1.7	Obligation To Support	2
1.8	Provisions Of Law And Separability	3
1.9	Actions By The Employee Relations Board	3
1.10	Management-Association Meetings	3
1.11	City Management Rights	3
1.12	City-Association Relationship	4
<b>2.0</b>	<b>ASSOCIATION-EMPLOYEE RELATIONS</b>	
2.1	Non-Discrimination	5
2.2	Notice Of Change In Work Rules	5
2.3	Employment Opportunities	5
2.4	Work Access	6
2.5	Use Of City Facilities	6
2.6	Bulletin Boards	6
2.7	Service Fees And Dues	6
2.8	Release Time	7
<b>3.0</b>	<b>GRIEVANCES</b>	
3.1	Grievance Representation	8
3.2	Grievance Procedure	9
<b>4.0</b>	<b>ON THE JOB</b>	
4.1	Personnel Folders	13
4.2	Safety	13
4.3	A Drug-Free Workplace	14
4.4	Hours Of Work	15
4.4.1	Platoon Duty Personnel	15
4.5	Meal And Rest Periods	18
4.6	Subpoenaed As A Witness	18
4.7	Compensation For Court Appearances	19
4.8	DMV Telephonic Hearings	20
4.9	Uniform Allowance	21
4.10	Rain And Safety Gear	21
4.11	Bilingual Premium	22
4.12	Sign Language Premium	22
4.13	Marksmanship Bonus	22
4.14	Assignment Duration Of Specialized Positions	22

## TABLE OF CONTENTS

Article	Title	Page
<b>5.0</b>	<b>BENEFITS</b>	
5.1	Retirement Benefits	24
5.2	Vacations	28
5.3	Holiday Premium Pay	29
5.4	Health And Dental Plans	30
5.5	Sick Leave Benefits	32
5.6	Family Illness	33
5.7	Family And Medical Leave	33
5.8	Injured On Duty	39
5.9	Bereavement Leave	40
5.10	Jury Service	41
5.11	Funeral Expenses	41
5.12	Assigned Vehicles	41
<b>6.0</b>	<b>COMPENSATION</b>	
6.1	Salaries	42
6.2	Call Back Pay	42
6.3	Overtime	42
6.4	Acting Assignment Pay	43
6.5	Lead Assignment Pay	43
6.6	Off-Duty Standby Pay	43
	<b>APPENDICES</b>	
	Appendix A: Salaries Effective July 1, 2014	46
	Appendix B: Salaries Effective June 26, 2016	47
	Appendix C: Salaries Effective June 25, 2017	48
	Appendix D: Salaries Effective January 7, 2018	49
	Appendix E: Salary Notes Effective July 1, 2014	50
	Appendix F: Salary Notes Effective November 15, 2015	52
	Appendix G: Salary Notes Effective June 26, 2016	55
	<b>LETTER OF AGREEMENT</b>	
	Retirement Tier Enhancement	58

**SECTION 1.0            GENERAL PROVISIONS**

**ARTICLE 1.1            RECOGNITION**

- A. On October 28, 1992, the Los Angeles Airport Police Supervisors' Association ("Association") was certified by the Employee Relations Board ("ERB") as the certified representative of employees in the Supervisory 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 provisions of Los Angeles Administrative Code ("LAAC") Section 4.822.
  
- B. The term "employee" or "employees" as used herein shall refer only to an employee or employees employed by the City in 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 MOU**

This MOU is entered into by and between the City and the Association. The Association is the authorized representative of the Unit. The City Administrative Officer ("CAO") is the authorized management representative of the City and the Airports Department ("Management").

**ARTICLE 1.3            IMPLEMENTATION OF THIS MOU**

- A. This MOU constitutes a joint recommendation of Management and the Association and shall not be binding in whole or in part on the parties unless and until:
  - 1. The Association has notified the CAO in writing that it has approved this MOU in its entirety; and,
  - 2. The City Council has approved this MOU in its entirety.
  
- B. Articles of this MOU that require resolutions, ordinances, or amendments to applicable codes will become operative on the effective date of the resolutions, ordinances, or amendments unless otherwise specified.

**ARTICLE 1.4 FULL UNDERSTANDING**

- A. Management and the Association acknowledge that during the meet and confer process each had the unlimited rights and opportunity to make demands and proposals on any subject within the scope of representation and that this MOU constitutes the full and entire understanding of the parties regarding all such demands and proposals. The parties mutually understand that agreements contained in any prior or existing MOU are hereby superseded or terminated.
- B. The parties mutually understand and agree that any changes mutually agreed to shall not be binding upon the parties unless and until they have been implemented in accordance with implementation provisions of this MOU.
- 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 parties mutually agree that this MOU may not be opened at any time during its term for any reason except by mutual consent of the parties.

**ARTICLE 1.5 TERM**

- A. The term of this MOU shall commence on the date of the terms and conditions of its effectiveness, in accordance with implementation provisions in this MOU but in no event shall the MOU provisions become effective prior to 0000 hours on July 1, 2014. This MOU shall expire and otherwise be fully terminated at 2359 hours on June 23, 2018.
- B. Notwithstanding the above, 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 contained in Article 1.6 and are continuing to meet and confer in good faith.

**ARTICLE 1.6 CALENDAR FOR SUCCESSOR MOU**

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

**ARTICLE 1.7 OBLIGATION TO SUPPORT**

The parties agree that prior to the implementation of this MOU and during the period of time it is being considered for action by the Mayor, City Council, Council Committees, and/or the heads of various departments, offices, and bureaus, neither the Association, Management, nor their authorized representatives will appear before the Mayor, City Council, Council Committee, or said department heads nor shall they meet or communicate with the Mayor, members of the City Council, or said department heads to advocate any additions, deletions, or other changes to the terms and conditions of this MOU. The parties shall not be precluded from appearing before or communicating ad/or meeting with the Mayor, members of the City Council, Council Committees, or said department head(s) to advocate or urge the adoption and approval of this MOU.

**ARTICLE 1.8 PROVISIONS OF LAW AND SEPARABILITY**

- A. The parties mutually understand and agree that this MOU is subject to all applicable Federal and State Laws, City ordinances and regulations enacted by the City's Civil Service Commission, ERB, or similar independent Commissions of the City. If any part or provision of this MOU is found to be in conflict or inconsistent with applicable provisions of Federal, State or City Charter, local laws, ordinances or regulations, or is otherwise held to be invalid or unenforceable by any court of competent jurisdiction, such part or provisions 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 will meet as soon as possible to consider any revisions or amendments thereto that may be required.

**ARTICLE 1.9 ACTIONS BY THE 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 representation Unit, the parties 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) of the Management Representative of the department responsible for the implementation of this MOU, meetings may be scheduled at reasonable intervals for the purpose of informally discussing employer-employee relations issues.

**ARTICLE 1.11 CITY MANAGEMENT RIGHTS**

- A. Responsibility for management of the City and direction of its work force is vested in City officials and department heads whose powers and duties are specified by law. In order to fulfill this responsibility, City management has the exclusive right to: determine the mission of its constituent departments, officers, and boards; set standards of services to be offered to the public; exercise control and discretion over the City's organization and operations; select, promote, transfer, and/or discipline employees; relieve City employees from duty due to lack of work or other legitimate reasons; determine the methods, means, and personnel by which the City's operations are to be conducted; take all necessary actions to maintain uninterrupted service to the community; and, execute its mission in emergencies. 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. Nothing contained in this Article shall be deemed to amend the Articles in Section 3, Grievances.

## **ARTICLE 1.12 CITY-ASSOCIATION RELATIONSHIP**

### **A. Continuity of Service to the Public**

The City 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, to promote and ensure 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 Management and the Association to promote and ensure harmonious relations and in consideration of the above Mutual Pledge of Accord, the City stipulates that there shall be no lockout, or the equivalent, of Unit members. The Association and its members stipulate that there shall be no strike resulting in the withholding of service by the members. Should such a strike or action by Association members occur, the Association shall immediately instruct its members to return to work. If they do not report immediately after Association instruction, they shall be deemed to have forfeited their rights under this MOU. The curtailing of operations by the City in whole or part for operational or economic reasons shall not be construed as a lockout. The provisions of this paragraph shall not detract in any way from any restrictions imposed by law on strikes and other types of work stoppages by public employees.

**SECTION 2.0            ASSOCIATION-EMPLOYEE RELATIONS**

**ARTICLE 2.1            NON-DISCRIMINATION**

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

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

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

**ARTICLE 2.3            EMPLOYMENT OPPORTUNITIES**

- A. The Personnel Department will mail to the Association copies of all recruitment bulletins and tentative examination bulletins approved by the head of the Examining Division of the Personnel Department, two calendar days prior to the date that said bulletins are scheduled to be approved by the 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 management representative of the department, office, or bureau for the work site. In the event immediate access cannot be authorized, the designated representative shall inform the Association as to the earliest time when access can be granted.
- B. Association shall provide Management a written list of its authorized Association representatives which shall be kept current by the Association.
- C. This Article shall not be construed as a limitation on the powers of Management to restrict access to areas designated as secure or confidential.

**ARTICLE 2.5           USE OF CITY FACILITIES**

- A. The Association may use City facilities, with prior approval, for the purpose of holding meetings to the extent that such facilities are 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 to this MOU mutually agree that if the use of a facility requires a fee for rental or special set up, security, and/or cleanup service, the Association will provide or assume the cost of such service(s) or facility.

**ARTICLE 2.6           BULLETIN BOARDS**

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

**ARTICLE 2.7           SERVICE FEES AND DUES**

During the term of this MOU, and upon compliance with the requirements of the LAAC and the rules and regulations of the City Controller pertaining thereto, Association dues and such other deductions as may be properly requested and lawfully permitted will be deducted by the City Controller biweekly over 24 pay periods annually from the salary of each employee in this Unit who files with the City Controller a written authorization that such deductions be made. A nine cent fee will be assessed by the City Controller for the processing of each deduction taken, and will be deducted biweekly. Payroll deductions for Association dues shall be increased proportionately in the same pay period as any general salary increase for this Unit is implemented. Remittance of the aggregate amount of said dues will be made to the Association by the City Controller within 30 working days after said dues and/or deductions were deducted.

**ARTICLE 2.8            RELEASE TIME**

- A. During the term of this MOU, the City shall permit up to a maximum of 1,000 hours each 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 72 hours written notice to Management. At its discretion, Management may make an exception to the 72-hour notice requirement.
  - 2. Management approves.
  - 3. Time off taken must be in increments of four hours.
  - 4. Minimum staffing is not impacted.
- B. Refusal by Management for adequate reason is neither grievable nor arbitrable.
- C. The Association will reimburse the City an amount equal to the number of hours that each Association Director takes off multiplied by the actual hourly salary of said Association Director(s).
- D. The Airports Department will bill the Association quarterly each contract year for actual time used, and the Association will reimburse the Airport Department quarterly no later than September 30, December 31, March 31, June 30 of each fiscal year.

## **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 each affected department with a written list of employees who have been so designated. Management will accept changes to the list presented by the Association as they are made. 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 or Association representative of a Unit member's choosing 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 member of the Association, in the same Unit as the grievant, is employed by the same department as the grievant, and is employed within a reasonable distance from the work location of the grievant.
- C. An Association Representative who must leave his/her work location to represent a grievant must first obtain permission from his/her supervisor on a form provided by his/her supervisor for such purpose. Permission to leave will be granted unless such absence would cause an undue interruption of work. If such permission cannot be granted promptly, the Association Representative will be informed when time can be made available. Such time will not be more than 48 hours, excluding scheduled days off and/or legal holidays, after the time of the Association Representative's request unless otherwise mutually agreed. Denial of permission to leave at the time requested will automatically constitute an extension of time limits provided in the grievance procedure herein, equal to the amount of the delay.
- D. Time spent on grievances outside of regular working hours of the grievant and/or his/her representative shall not be counted as work time for any purpose. Whenever a grievance is to be presented during the working hours of the grievant and/or his/her Association Representative, only that amount of time necessary to bring about a prompt disposition of the grievance will be allowed.

## **ARTICLE 3.2            GRIEVANCE PROCEDURE**

### **Section I - Definitions**

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

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

- B. Nothing in this grievance procedure shall be construed to apply to matters of 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.
- C. No grievant shall lose his/her right to process his/her grievance because of Management-imposed limitations in scheduling meetings.
- D. The grievant is responsible for discussing his/her grievance informally with his/her immediate supervisor. The immediate supervisor will, upon request of a grievant, discuss the grievance with him/her at a mutually satisfactory time. The grievant may be represented by a representative of his/her choice in the informal discussion with his/her immediate supervisor, in all formal review levels, and in arbitration; provided, however, that such representative may not be an employee or officer of another qualified organization except with the written consent of the organization granted exclusive representation.
- E. By mutual agreement, the time limits between steps of the grievance procedure provided herein may be extended or the grievant and Management may waive one level of review from this grievance procedure.
- F. Management shall notify the Association of any formal grievance filed that involves the interpretation and/or application of the provisions of this MOU, and an authorized Association Representative shall have the right to be present and participate in the discussion at any formal grievance meeting concerning such a grievance. If the authorized Association Representative elects to attend said grievance meeting, he/she shall inform the head of the department, office, or bureau of his/her intention. The Association is to be notified of the resolution of all other formal grievances.

### **Step III - Procedure**

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

#### Step I - Informal Discussion

- G. 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 date 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.
- H. 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 to Step 2.

#### Step 2 - First Level of Review

- I. If the grievance is not settled at Step 1, the grievant may serve written notice of the grievance on a form provided by the department, office, or bureau upon the management designee to review the grievance at Step 2 within seven calendar days of receipt of the grievance response or, in the absence of a response by the immediate supervisor, at the expiration of the time limit for the immediate supervisor to respond at Step 1. Failure of the grievant to serve such written notice shall constitute a waiver of the grievance.
- J. If such written notice is served, the management designee shall meet with the grievant, and a written decision or statement of the facts and issues shall be rendered to the grievant and his/her representative, if any, within 15 calendar days from the date of service. Failure of Management to respond within such time limit shall entitle the grievant to process his/her grievance at Step 3.

#### Step 3 - Second Level of Review

- K. If the grievance is not settled at Step 2, the grievant, on a form provided by management, may serve written notice upon the management designee to review the grievance at Step 3 within seven calendar days of receipt of the Step 2 response. Failure of the grievant to serve such written notice shall constitute a waiver of the grievance.
- L. If written notice is served, the management designee shall meet with the grievant. 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 Management to respond within such time limit shall entitle the grievant to process his/her grievance at Step 4.

#### Step 4 - Third Level of Review

- M. If the grievance is not settled at Step 3, the grievant may serve written notice of the grievance on said form upon his/her General Manager or 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 General Manager or his/her designee. The General Manager or his/her designee will afford the parties an opportunity to present oral and/or written arguments on the merits of the grievance and shall render to the grievant and his/her representative, if any, a written decision within 30 calendar days from the date said arguments were submitted.

#### Step 5 - Mediation (optional)

- N. If the grievance is not resolved at Step 4, the Association or Management representative 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 Management.
- O. A request for mediation must be in writing and must be submitted to the affected department's personnel officer or Association within the above-prescribed time limits. The personnel officer or Association representative shall, within ten calendar days following receipt of the mediation request, return the request to the Association or Management representative with a denial or an agreement that the parties jointly request the ERB to appoint a mediator.
- P. The Executive Director of the ERB shall attempt to obtain the services of a mediator from the State Mediation and Conciliation Service. If a State mediator is unavailable, the Association and Management may jointly agree to a mediator selected by the Executive Director of the ERB. The fees for mediation shall be shared equally by the Association and Management.
- Q. 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.
- R. If the grievance is resolved through mediation, notwithstanding the provisions of LAAC Section 4.865, the parties may, by mutual agreement, accept the results of mediation as binding.
- S. 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

- T. If the grievance is not settled after the issuance of the written decision at Step 4 or after the mediation efforts at Step 5, or if no written decision is rendered within the time limits set forth at Step 4, the grievant and the Association jointly may serve upon the General Manager or designee a written notice that a written request for arbitration has been filed with 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 General Manager or his/her designee, or expiration of the time limits set forth in Step 4. Failure of the grievant and the Association jointly to serve the written request for arbitration with the ERB within the ten-day period shall constitute a waiver of the grievance.
  
- U. If 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 days following receipt of the 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 the expense and costs.
  - 2. The decision of an arbitrator resulting from any arbitration of a grievance 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 adverse document may be placed in an employee's personnel folder without the employee first reading and being afforded the opportunity to sign said document and attach a written response within 30 days from review. The employee's signature does not necessarily indicate agreement with the document. If after reading the evaluatory or disciplinary document, the employee refuses to sign the document, that fact shall be noted on the document by the employee's supervisor. It is mutually understood that an employee performance evaluation is not considered a disciplinary document. It may, however, be used to document behavior and/or performance deficiencies that have been brought to an employee's attention.
  
- C. A "Notice to Correct Deficiencies" may be sealed by Management upon the request of an affected employee if he/she has not been involved in any subsequent incidents that resulted in written corrective counseling or other management action for a period of two years from the date the most recent notice was issued or management action taken. However, such sealed documents can still be used to establish progressive discipline for similar offenses within the Department. Such sealed documents shall be accessed only by Airports Department personnel whose job is to document and/or implement progressive discipline.

**ARTICLE 4.2            SAFETY**

- A. Safety clothing and equipment provided by Management shall continue to be provided as long as the need exists. The Association will require all Unit members to utilize safety clothing and equipment to the fullest extent possible.
  
- B. Management will make every reasonable effort to provide safe working conditions. 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. The supervisor should:
  - 1. Correct or eliminate the hazardous condition if correction or elimination thereof is within the authority and capability of the supervisor;
  
  - 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 such purposes, if elimination of the hazardous condition is not within the immediate supervisor's capability; or,

3. Promptly report the problem to the next level of supervision or inform the Departmental Safety Coordinator about the problem if elimination of the hazardous condition is not within the capability of the second level of supervision to correct.
- 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 Personnel Department's Occupational Health Services Division and report such hazard.
  - D. 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 are disciplined or even terminated when appropriate.
- 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 Airport Department'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, Management and the Association agree to meet and confer over a Substance Abuse Testing Program which shall apply to all Unit members.

## **ARTICLE 4.4            HOURS OF WORK**

- A. Notwithstanding the provisions of LAAC Section 4.108 and 4.113, any Unit member who is assigned to a law enforcement function may be assigned by Management to a work schedule consisting of 20 days of work in each 28-day deployment period, with eight regular days off.
- B. An employee shall be in actual attendance on duty a minimum of eight hours every day he/she is assigned to work. The eight hours does not include time to consume a meal. Adjustments to an employee's work schedule may be made in order to accomplish the objectives of the Airport Police Division. In all cases, a regular full-time employee shall work a total of 160 hours in each 28 work day deployment period. Compensated time off (as duly authorized) will be considered as time worked.
- C. Under normal circumstances, deployment period (DP) work schedules shall be posted 14 calendar days before the start of the DP.
- D. Change of Shift
  - 1. Generally, shift rotation shall coincide with the beginning of a deployment period.
  - 2. All change of shift requests shall be based upon the current change of watch policy except as otherwise specified herein. When requesting a change of shift, employees shall list those shifts desired, in order of preference. Whenever possible, choice of shifts will be granted based on availability and then in the order of preference listed by the employee. If more than one employee of the same rank and pay grade requests a specific shift, and there are not enough available positions on the desired shift, the commanding officer shall have the discretion to assign the shift. The commanding officer's discretion shall be based on the current needs of the Department with priority consideration given to the seniority of officer(s) within each shift. The commanding officer's discretion shall exclude consideration of nepotism, favoritism, or all other improper basis.

### **ARTICLE 4.4.1            PLATOON DUTY PERSONNEL**

- A. Regular Hours of Work
  - 1. 24-hour shift personnel shall be divided into three platoons, known as the "A" Platoon, "B" Platoon, and "C" Platoon. Personnel shall be assigned to these platoons as prescribed by the Airport Police Chief or designee. A tour of duty is a 24-hour shift in one of the above platoons and will be in accordance with the annual work calendar published by the Department.
  - 2. A 24-hour period on duty shall constitute two days for the purpose of computing days worked, days off, vacation, sick leave and bereavement leave.
  - 3. 24-hour shift personnel assigned to platoon duty shall work 243.5 days in each calendar year taking into any duly authorized leaves of absence with pay.

4. Management implemented a “48/96” work schedule at Ontario International Airport on a one-year trial basis on January 28, 2011, in accordance with FLSA rules and regulations. Management reserves the right to discontinue the “48/96” work schedule at the conclusion of any Deployment Period. Management shall afford the Association an opportunity to meet and consult in advance of the implementation of that decision to discontinue the “48/96” work schedule, provided that Management shall give the Association two Deployment Periods notice of the change and such notice shall include the scheduling system to be implemented. Certain provisions of this Section may be modified to ensure accordance with FLSA rules and regulations. However, this waiver does not prevent the parties from engaging in the meet-and-confer process regarding the impact or the effects of that Management decision following the implementation of the change. Additionally, it shall be the sole discretion of Management to modify the work schedules.

#### B. Holidays

1. Each 24-hour shift employee will have 13.5 days off each calendar year in lieu of holidays.
2. Whenever a special holiday is declared by proclamation of the Mayor with concurrence of the City Council, employees covered by this Article shall be granted an additional day off from duty.
3. Such days off from duty shall be taken at such time during each month as the Airport Police Chief or his/her designee shall direct.

#### C. Overtime Compensation

1. A Section 7(k) exemption under the Fair Labor Standards Act (FLSA) and 29 United States Code (U.S.C.) §207(k) is hereby continued for all Unit members assigned to platoon duty. The work period for such employees shall be nine, 24-hour shifts in a 27-day period.
2. Hours worked including all absences allowed by law shall be considered hours worked.
3. When the total hours worked in the work period are 204 or less, the hours worked in excess of the regular schedule shall be compensated at the rate of one hour for each hour worked. The excess hours shall be compensated by cash payment.
4. Hours worked in excess of 204 hours, whether or not included in the regular schedule, shall be compensated by cash payment at the rate of one and one-half times the regular compensation rate for each hour of overtime worked as defined by the FLSA.

5. Notwithstanding any other provision of this Article, whenever any 24-hour shift employee is required to appear in any court outside of his/her assigned work schedule, he/she shall be deemed to have worked a minimum of four hours or the actual number of hours worked if in excess of four hours. Overtime compensation shall be by cash payment at the rate of one and one-half times the regular rate compensation for each hour of overtime worked.

#### D. Trading Time

The Airport Police Chief or designee may allow adjustment of the schedules of individual members by the exchange of duty time between members; provided, however, that no such adjustment shall affect the total number of days a member assigned to platoon duty is required to work. Any such adjustment shall not be deemed overtime for the member working or undertime for the member off duty. This provision shall be administered in accordance with the Fair Labor Standards Act.

#### E. Special Duty

Notwithstanding any other provisions of this Article, the General Manager or designee may assign 24-hour shift employees to a regular 40-hour work week and to special departmental duties such as training and administrative assignments. When so assigned, employees shall be on duty a minimum of eight hours daily (not counting time to consume a meal) and shall be eligible for days off, vacation, sick leave, and holidays in the same manner as other Department employees.

#### F. Special Duty Overtime Compensation

1. A 7(k) exemption under the FLSA and 29 United States Code (U.S.C.) §207(k) is hereby continued for all Unit member assigned to Special Duty. The work period for such employees shall be 160 hours in a 28-day period, and overtime compensation shall be governed by the provisions in No. 2, below.
2. Only hours worked shall be credited toward computation of overtime. Hours paid but not worked, e.g. bereavement leave, holiday, sick, jury duty, IOD, and uninterrupted meal periods shall not be considered hours worked.
3. When total hours worked in the work period are 170 or less, the hours worked in excess of the regular 160-hour schedule shall be compensated at the rate of one hour for each hour worked. Such hours shall be compensated by cash.
4. Hours worked in excess of 170 hours shall be compensated at one and one-half times the regular rate, as defined by the FLSA.

**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. A Unit member who is called to duty during his or her meal period shall, at Management'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 times the employee's regular rate of pay.
- B. The provisions of this Article do not apply to 24-hour shift personnel.
- C. Each Unit member shall be granted a minimum of 15 minutes rest period in each four hour period; provided, however, that no such rest period shall be taken during the first or last hour of any employee's working day, nor in excess of 15 minutes without express consent of the employee's designated supervisor.
- D. Management reserves the right to suspend the rest period or any portion thereof during an emergency. Any rest period so suspended or not taken at the time permitted shall not be accumulated or carried over from one day to any subsequent day, or compensated for in any form.

**ARTICLE 4.6 SUBPOENAED AS A WITNESS**

- A. 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, which specifies:
- B. Any officer or employee of the City who is served with a subpoena by a court of competent jurisdiction or an administrative body to appear as a witness during his or her scheduled working period, unless he or she is a party to the litigation or an expert witness, shall be granted pay in the amount of the difference between the employee's regular earnings and the witness fee. The absence of any officer or employee for the purpose of serving as a witness during his or her scheduled working period shall be deemed an authorized absence with pay within the meaning of Section 4.75 of this Code with pay calculated pursuant to this article.
- C. A court of competent jurisdiction is defined as a court within the county in which the employee resides. If the place of appearance is outside the county of residence, it must be within 150 miles of the employees residence.

## 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 normal duty hours.

### B. Basic Compensation

1. A Unit member shall be afforded the discretion of reporting to court when subpoenaed or remaining on-call. If the employee elects to appear in court, the employee must notify his/her supervisor as soon as practical prior to the scheduled court appearance. An employee who decides to remain on-call must be able to appear in court not more than one hour after being notified of their required court appearance time. To appear in court more than an hour after having been notified will void the employee's right to on-call compensation. An employee need not remain at home, but must be available for telephonic notification at a location where the supervisor knows his/her employee can be reached.
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 provided for in Paragraph A(1) above, with the exception that no compensation will be given for the initial 60 minutes of a noontime recess.
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 overtime compensation as in Paragraph A(1) above, for each case for a total of eight hours. In addition, he/she shall receive hour-for-hour overtime compensation for each additional hour of actual court attendance in excess of four hours.

### 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. Compensation will be for the actual time between the commencement of the court appearance or on-call and the beginning of the employee's assigned shift with the same noon recess provisions as outlined in Paragraph A (2) above.
2. Court appearances commencing **during** or four hours or less **after** the employee's regularly assigned shift ends. Compensation will be for the actual time between the end of the employee's assigned shift and the termination of the court appearance with the same noon recess provisions as outlined in Paragraph A (2) above.
3. Compensation for on-call status shall not exceed four hours.

## **ARTICLE 4.8            DMV TELEPHONIC HEARINGS**

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

B. On Duty

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

C. Off Duty

1. Employees subpoenaed for a DMV Telephonic Hearing scheduled at a time when the employee is off duty may utilize a Department telephone to call the DMV at the appointed time. Alternatively, the employee may call from a private phone.
2. Employees participating in DMV Telephonic Hearings shall be entitled to a minimum of two and one-half hours of overtime compensation and hour-for-hour overtime compensation thereafter for actual participation in the hearing. The same noontime recess, as described in paragraph A.2. above shall apply.
3. There shall be no on-call compensation for DMV Telephonic Hearings.
4. Employees may not receive overtime compensation for DMV Telephonic Hearings in conjunction with any other type of court overtime compensation, unless the time spent in the DMV Telephonic Hearing extends beyond the other compensated time. Employees participating in DMV Telephonic Hearings while on call or while actually in court shall only be entitled to the overtime compensation afforded by these activities. The exception to this rule is when the DMV Hearing extended past the time when the overtime compensation for the other court activity ceases. In such cases the employee shall be entitled to hour-for-hour overtime compensation for the actual time spent past the close of the other court activity.
5. Employees who utilize a Department telephone to participate in a DMV Telephonic Hearing while off duty shall not be eligible for overtime compensation for travel spent reaching that telephone.

D. Overtime shall be compensated in accordance with provisions of Article 6.3 of this MOU.

**ARTICLE 4.9 UNIFORM ALLOWANCE**

**EFFECTIVE JULY 1, 2014**

- A. The City will provide a cash payment of \$1,025 between December 1 and December 15 of each year to Unit members for the purpose of uniform replacement and maintenance.
- B. The annual uniform allowance shall be applicable to the prior calendar year. This allowance shall be subject to both State and federal taxation.

**EFFECTIVE NOVEMBER 1, 2015**

- A. Uniforms required by Management will be replaced, maintained, and cleaned at the employee's expense.
- B. Management will pay an annual uniform allowance of \$1,525 per fiscal year to each Unit member who is on active payroll and compensated for 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 that fiscal year.
- C. This annual uniform allowance will not be paid to any officer graduating from a Police Academy during the fiscal 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 fiscal year under the terms of the employee's former MOU.
- D. This allowance shall be non-pensionable and treated as an "add to pay", i.e., cash 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 Airports Department shall be in accordance with applicable departmental manual sections on reimbursement for lost or damaged property.
- F. In pay period 11 of the 2015-16 fiscal year, the City will provide a cash payment in the amount of one thousand dollars to each Unit member who is on active payroll status during pay period 11 in the 2015-16 fiscal year to cover the cost of firearms and equipment. This payment will be paid in an employee's regular pay check and shall be subject to both state and federal supplemental taxation rates, as appropriate.

**ARTICLE 4.10 RAIN AND SAFETY GEAR**

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

**ARTICLE 4.11 BILINGUAL PREMIUM**

Any qualified Unit member required to use a language other than English will be compensated in accordance with LAAC Section 4.84.

**ARTICLE 4.12 SIGN LANGUAGE PREMIUM**

Any qualified Unit member who is requested by the Communications Assistance Center to employ sign language skills in the course of their work shall be compensated in accordance with LAAC Section 4.84.1.

**ARTICLE 4.13 MARKSMANSHIP BONUS**

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

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

Compensation shall be paid beginning with the first full payroll period of the month following the date of qualification and shall continue for 26 biweekly pay periods. After the 26<sup>th</sup> pay period, requalification must occur in order to continue receiving a marksmanship distinction and commensurate compensation. At any time, a Unit member may requalify at a higher level for which he/she originally qualified. Qualifying Unit members will be compensated for only one level of expertise.

**ARTICLE 4.14 ASSIGNMENT DURATION OF SPECIALIZED POSITIONS**

- A. The Association and Management agree that opportunities for assignment to specialized positions should be made available to Unit members to the maximum extent possible. Reasonable time limits in an assignment increase the opportunity for Unit members to learn specialized skills and ensure a wider dissemination of knowledge, experience, and expertise throughout the organization.
- B. Assignments to specialized positions are normally made for a minimum of five years. Assignments designated by the Chief of Airport Police that require extensive training or investment by the Airport Police Division, such as K9, Motor assignments, or Emergency Services Unit, shall normally have a minimum duration of seven years.
- C. The establishment, duties, and staffing levels of special assignments are based on the needs of the Airport Police Division. The creation or reduction of assignment positions are at the discretion of the Chief of Police.

- D. Regardless of time in a specialized assignment, an employee may be re-assigned when:
1. An employee requests to be moved from the position;
  2. An evaluation of the performance of the assigned employee is below acceptable standards and the employee fails to correct performance problems within a reasonable time period;
  3. An employee commits an act of misconduct; or
  4. The position is no longer necessary as deemed by Management and is eliminated.
- E. Whenever practicable, Management shall provide the employee at least 14 days notice of reassignment.
- F. Employees removed from their assignment for cause shall have a right to an administrative appeal.
- G. Personnel who are rotating out of a specialized assignment may apply for another specialized assignment when it becomes available. Additional consideration, however, shall be given to those applicants who have not been recently assigned to a specialized assignment.
- H. During the term of this MOU, Management shall continue the following practices regarding specialized assignments.
1. No re-assignment for other than cause shall be required for one year from the date of approval.
  2. Re-assignment of positions shall occur over a five or seven year period, depending upon assignment, with an approximately equal number re-assigned during each year.
  3. Re-assignments shall occur by seniority, with those in the assignments for the longest period re-assigned first.

**SECTION 5.0            BENEFITS**

**ARTICLE 5.1           RETIREMENT BENEFITS**

A. Benefits – Tier 1

1. Pursuant to LAAC Section 4.1002, a person who is hired by the City on or before June 30, 2013, in a classification whose retirement benefits are provided for through the Los Angeles City Employees' Retirement System (LACERS) shall be a member of LACERS Tier 1.
2. Pursuant to LAAC Section 4.1003 (a), beginning November 8, 2009, all members of LACERS Tier 1 shall contribute by salary deduction six percent of their pension-based compensation, of which one-half percent shall be the survivor portion and the remaining five and one-half percent shall be the normal contribution. All contributions shall be made applicable with State and federal laws regulating pensions contributions.
3. Pursuant to LAAC Section 4.1003 (b), commencing July 1, 2011, and ending June 30, 2026, or when the Early Retirement Incentive Program Cost Obligation is fully paid (delineated in LAAC Section 4.1033), whichever comes first, in lieu of a six-percent retirement contribution specified in LAAC Section 4.1003 (a), Tier 1 members shall contribute by salary deduction seven percent of their pension-based compensation, of which one-half percent shall be the survivor portion, five and one-half percent shall be the normal contribution, and one percent shall be the Early Retirement Incentive Program Cost Obligation.
4. Notwithstanding LAAC Section 4.1003 (c) (2), effective April 21, 2013, all employees shall contribute an additional four percent of their pre-tax, pension-based compensation to defray a portion of the City's cost of providing retiree health insurance. The additional four percent thereby results in a total flat rate employee retirement contribution rate of eleven percent in accordance with the above provisions. This additional four percent contribution shall continue in effect and be subject to modification pursuant to future MOU negotiations in accordance with applicable Charter and Administrative Code provisions.

B. Benefits – Tier 2

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

(a) A member who belongs to Tier 2 shall contribute, by salary deduction, to the Retirement Fund at an actuarially determined rate sufficient to fund seventy-five percent (75%) of normal costs and fifty percent (50%) of any unfunded liability for Tier 2. The member contribution is paid solely for the purpose of providing benefits for the member and, unlike Tier 1, does not include a survivor contribution.

The initial contribution rate for the first four (4) years of Tier 2 shall be ten percent (10%) of the compensation earnable for each member. The Board shall establish the Tier 2 member contribution rate every three (3) years thereafter, with the first such determination to be effective July 1, 2017, for the following three (3) years. The Board shall establish the member contribution rate as a percentage of compensation earnable for each member, and the rate established shall be actuarially determined to be sufficient to fund seventy-five (75%) of normal costs and fifty percent (50%) of any unfunded liability for Tier 2. The City contribution shall be determined annually by the Board in a percentage that, when combined with the member contribution, is sufficient to fully meet the actuarial funding requirements.

(b) For purposes of this Article:

1. Member contributions shall be credited to each member's individual account, and no portion of a member's contribution shall be paid into the 401(h) account;
2. Member contributions are subject to the provisions of Charter Section 1162, including the right to be credited with interest;
3. Compensation earnable shall consist of base salary and shall not include any bonuses or premium pay;

4. Normal costs and unfunded liability shall include costs associated with funding the Retirement Fund's 401(h) account for purposes of establishing the member contribution rate except that, if for any reason the determination of the member contribution rate at the time of an adjustment results in a member contribution rate that exceeds the amount necessary to fund one hundred percent (100%) of normal costs and unfunded liability excluding all costs associated with funding the 401(h) account, then the member's contribution rate shall be reduced accordingly to assure that no part of a member contribution is used to fund the 401(h) account since, if member contributions were paid into the 401(h) account, these contributions would become non-refundable and could not be paid on a pre-tax basis pursuant to Chapter 15 of Division 4 of this Code;
  5. The unfunded liability used to determine rate adjustments shall be based upon the average of the last three (3) years' amortization payments toward the unfunded liability for Tier 2 as determined by the Board's actuary;
  6. The normal costs used to determine rate adjustments shall be based upon the average of the last three (3) years' normal costs for Tier 2 as determined by the Board's actuary.
- (c) Notwithstanding the provisions of this section, the City Council shall have the discretionary right to adopt an ordinance to temporarily reduce the member contribution rate for a period not to exceed three (3) years. Members of Tier 2 shall not obtain any vested right to a lower contribution rate on account of any such reduction. Further, the Council explicitly retains the right to amend this Code, by ordinance, to delete this provision. Any ordinance adopted pursuant to this paragraph shall be adopted in the same manner as provided in Charter Section 1168.
- (d) The City shall pick up all employee contributions payable by salary deduction pursuant to this Section as provided in Sections 4.1500 through 4.1504 of Chapter 15 of Division 4 of this Code.

### C. Procedure for Benefits Modifications

1. Proposals for major retirement benefit modifications will be negotiated in joint meetings with the certified employee organizations whose memberships will be directly affected. Agreements reached between Management and organizations whereby a majority of the members in the Los Angeles City Employees' Retirement System are affected shall be recommended to the City Council by the CAO as affecting the membership of all employees in the Los Angeles City Employees' Retirement System. Such modifications need not be included in the MOU in order to be considered appropriately negotiated.
2. Proposals for minor benefit modifications and technical changes will be considered and reported on as appropriate, but no more than once a year, in a report from the CAO to the City Council. Affected organizations shall be given the opportunity to review the proposed minor changes prior to the release of the report, and their views shall be included in the report.
3. If agreement is not reached between Management and the organizations representing a majority of the members in the Los Angeles City Employees' Retirement System as to whether a particular proposal constitutes either a major or a minor modification, the proposal shall be treated as a major modification.
4. Division 4, Chapter 11, Article 2 of the Los Angeles Administrative Code (LAAC) provides a retiree health benefit for Tier 1 employees. Commencing April 21, 2013, the parties agree that the retiree health benefit available under this program is a vested benefit for all employees. Specifically, the parties agree that for Tier 1 employees the current Maximum Medical Plan Premium Subsidy of \$1,190 per month, which represents the City's maximum retiree non-Medicare Part A and Part B premium, is vested. Additionally, the maximum amount of the annual increase authorized in LAAC Section 4.1111(c) shall be granted and is vested. The entitlement to retiree health benefits under this provision shall be subject to the rules under Division 4, Chapter 11 of the LAAC in effect as of the effective date of this provision. The parties further agree that as a condition of vesting the Maximum Medical Plan Premium authorized by the LAAC, the amount of employees contributions is subject to bargaining in future MOU negotiations in accordance with applicable Charter provisions. The parties further agree that should any of the provisions of this Article, or of any subsequent MOUs which incorporate these sections, be enjoined or declared invalid or unlawful by a court of competent jurisdiction, the Maximum Medical Plan subsidy would revert to the provision of the LAAC in effect prior to April 24, 2011. Additionally, the parties shall meet and confer to achieve equal cost savings.

**ARTICLE 5.2 VACATIONS**

- A. Unit members shall be entitled to vacation benefits in accordance with LAAC Sections 4.244 through 4.256, inclusive, as applicable. Notwithstanding LAAC 4.254, upon the approval of the appointing power any employee may be permitted to accumulate vacations for not to exceed three annual vacation periods, and all accumulated in excess of such amount shall be deemed waived and lost.
  
- B. In addition to the annual vacation benefits described in LAAC Section 4.245, each Unit member shall earn and accrue 8.66 hours monthly (computed in accordance with LAAC 4.247). This additional benefit is provided as a replacement for holiday benefits that were relinquished previously. This change in vacation/holiday benefits shall not apply to platoon duty personnel.
  
- C. The following table illustrates vacation accrual benefits.

<b>AIRPORT POLICE SUPERVISORS VACATION BENEFITS</b>						
<b>Years of Service Completed</b>	<b>Number of Days</b>			<b>Monthly Accrual Rate (in hours and minutes)</b>		
	<b>Per LAAC 4.245</b>	<b>Additional In Lieu of Holidays</b>	<b>Total</b>	<b>Per LAAC 4.245</b>	<b>Additional Hours In Lieu of Holidays</b>	<b>Total</b>
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

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

**ARTICLE 5.3                    HOLIDAY PREMIUM PAY**

- A. Unit members who work any watch on the following holidays shall receive premium pay (one and one-half time) 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. Veteran's Day
  - 6. Thanksgiving Day (fourth Thursday in November)
  - 7. Christmas Day (December 25<sup>th</sup>)
  - 8. Labor Day (first Monday in September)
  - 9. Christmas Eve (December 24<sup>th</sup>)
  - 10. New Year's Eve (December 31<sup>st</sup>)
  
- B. Premium pay shall be submitted as straight time equal to one half of the actual hours worked. In no case shall an employee be eligible for more than half of the total number of hours worked in any given shift that qualifies for premium pay under this provision. For example, officers assigned to an eight-hour shift will receive premium pay of 4 hours; officers assigned to a 10-hour shift will receive premium pay of five hours; and officers assigned to a 24-hour platoon duty shift will receive premium pay of 12 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, Management is hereby authorized to grant to each employee a day off with full pay. Such day off shall be in addition to any other day off authorized and granted each employee under the provisions of this 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 Management, within one year of the special holiday.

## **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

- C. 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.
- D. During the term of this MOU, Management agrees to continue contributing for each full-time employee a monthly subsidy equal to the cost of his/her medical plan, not to exceed the Kaiser Permanente Family rate that covers employee, spouse, and child(ren).
- E. Management 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.
- F. During the term of this MOU, the City's contribution to health care plan costs (monthly health care subsidy) shall be adjusted based on changes in the Kaiser Permanente Family Rate for full-time employees and in the Kaiser Permanente Single Party Rate for regular half-time employees. Changes in the monthly subsidy shall be effective at the beginning of the pay period in which the Kaiser Permanente yearly premium rate change is implemented.
- G. 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.
- H. 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.
- I. Unit members shall pay 10% of the City's monthly health care premium on a biweekly basis when the amount of their monthly health care premium for the health care plan in which they are enrolled is equal to or less than the amount of the City's maximum monthly health care subsidy.

- J. In the event that Unit members are enrolled in a health care plan that has a monthly premium that exceeds the City's maximum monthly subsidy, such members shall pay on a biweekly basis the total of the difference between the cost of their monthly health care premium and the City's maximum monthly health care subsidy, plus 10% of the City's maximum monthly health care premium.

#### 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

- A. 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 Division of the Personnel Department, which shall be signed by the City employee and the domestic partner, declaring the existence of a domestic partnership.
- B. By extending to an employee the specific benefits defined by this Article, the City does not intend to confer or imply any other unspecified benefits to such employee, or to the employee's domestic partner, or the dependents of such domestic partner.

#### 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 may enroll themselves and, at their option, their dependents in the City-sponsored health and dental plans. Employees who fail to enroll during this open period will be ineligible to participate in the City-sponsored plan unless another open enrollment period is subsequently declared by the Personnel Department.
- 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. Management will retain all duties and responsibilities for the administration of the City's health and dental plans.

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

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

#### Section VI – Benefit Protection Plan

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

#### **Section VII – Additional Benefits**

- A. Each employee in the Unit who is a member of the Los Angeles City Employees' Retirement System (LACERS) will be enrolled in the Association Disability, Optical, and Life Insurance Programs. Management will forward \$28 bi-weekly to carriers designated by the Association for each employee in the Unit who is on active payroll status. Such amount shall be allocated for the Association Disability Program, Optical Program, and Life Insurance Program.
- 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 the MOU. Such practices of allowance for sick leave shall be in accordance with LAAC Sections 4.126, 4.126.2, and 4.128.

## ARTICLE 5.6 FAMILY ILLNESS

Management's present practice of allowances for leave for illness in the family will be continued during the term of this MOU. The aggregate number of working days allowed in any one calendar year with full pay shall not exceed 12, except as provided for in Article 5.7 of this MOU. Such practice of allowance for leave for family illness shall be in accordance with LAAC Section 4.127.

## ARTICLE 5.7 FAMILY AND MEDICAL LEAVE

### A. Authorization for Leave

1. Up to four months (nine pay periods) of family or medical leave shall be provided for the purpose of childbirth, adoption, foster care of a child, or serious health condition of an immediate family member (as defined in LAAC Section 4.127), or if the employee has a serious health condition that makes him/her unable to perform the functions of his/her position, upon the request of the employee, or designated by Management in accordance with applicable Federal and State law, notwithstanding any other provisions of this 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 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. of this Article.)

### B. Definitions

1. **Spouse** means a husband or wife as defined or recognized under state law for purposes of marriage in this state.
2. **Domestic partner** means a named domestic partner in a confidential affidavit declaring the existence of said domestic partner and signed by the City employee, which is on file in the Employee Benefits Division of the Personnel Department.

3. **Parent** means a biological, foster or adoptive parent, a stepparent, a legal guardian or an individual who stands or stood "*in loco parentis*" to an employee when the employee was a child. This term does not include parents "in-law." Persons who are "*in loco parentis*" includes those with day-to-day responsibilities to care for or financially support a child, or in the case of a parent of an employee, that person 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 employees in this Unit who have been employed by the City for at least 12 months and who have worked at least 1,250 hours during the 12 months immediately preceding the beginning of the leave.
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 may take leave under the provisions of this Article at the same time to care for a new child by birth, adoption, foster care of a child, or to care for a sick parent, but the aggregate period of time to which both are entitled is limited to the time allowed for only one employee.
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 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 pay periods) and must be concluded within one year of the child's birth or adoption.<sup>1</sup> (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 facility; or
  - (b) A period of incapacity requiring an absence of greater than three calendar 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 or serious health condition; or
  - (d) Any period of incapacity that is permanent or long-term due to a condition for which treatment may not be effective; or

---

<sup>1</sup> Whereas bonding leave for the pregnant employee may be taken before or after delivery, bonding leave for the non-pregnant employee shall be taken on or after the anticipated delivery or placement date of the child except as may be necessary under subsection IV.B. "Adoption".

- (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 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 months (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 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 take care for an immediate family member with a serious health condition, etc.). When the necessity for a leave is foreseeable, the employee must provide at least a 30-day notice. However, if the leave must begin in less than 30 days, the employee must provide as much advance notice as is practical.

2. Management

In response to an 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 may designate 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 sick leave. All 100% sick leave shall be used first, followed by 75% sick leave. The use of sick leave under this subsection is at the employee's discretion.
- (d) Unpaid leave.

- (e) Accrued compensatory time off may be used at the employee's discretion, with Management approval, 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 FMLA, 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 sick leave. All 100% sick leave shall be used first, followed by 75% sick leave. The use of sick leave under this subsection is at the employee's discretion.
- (d) Unpaid leave.
- (e) Accrued compensatory time off may be used at the employee's discretion, with Management approval, 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 FMLA, 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) a) Accrued sick leave (100% or 75%) may be used at the employee's discretion. Such leave may be taken before or after the vacation described in (b) below.
- (b) Accrued vacation time off available at the start of the leave shall be taken. Such time must be used prior to the use of time under (c) below.
- (c) Unpaid leave.

- (d) Accrued compensatory time off may be used at the employee's discretion, with Management approval, 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 FMLA, 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

1. 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.
2. 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, which specifies:

1. Except as otherwise provided by Memorandum of Understanding and implemented by the City Council, in addition to all other sick leave allowed under this article, any employee who is absent from work by reason of the death of a member of his/her immediate family shall, upon the approval of the appointing authority or the agent thereof designated to determine such matters, be allowed leave of absence with full pay for a maximum of three working days for each occurrence of a death in the employee's immediate family. Such employee shall furnish a death certificate or other satisfactory proof of the death to justify the absence. "Immediate family" shall include the father, father-in-law, mother, mother-in-law, brother, sister, spouse, child, grandparents, grandchildren, step-parents, step-children, foster parents, foster children, a domestic partner, any relative who resided in the employee's household, a household member (any person residing in the immediate household of the employee at the time of death), and the following relatives of an employee's domestic partner: child, grandchild, mother, father. For the purpose of this section, simultaneous, multiple family deaths will be considered as one occurrence.
2. Any non-represented employee who claims a domestic partner for purposes of the provisions of Subsection (a) hereinabove, shall complete a confidential affidavit to be filed in the Employee Benefits Office, Personnel Department, which shall be signed by the City employee and the domestic partner, declaring the existence of a domestic partnership with a named domestic partner. No affidavit is required to secure bereavement leave benefits arising from the death of a household member (any person residing in the immediate household of the employee at the time of death). By extending to an employee the specific benefits defined by this subsection, the City does not intend to confer or to imply any other unspecified benefits to such employee, or to the employee's domestic partner, or to the employee's household member, or to any other person.
3. Intermittent employees, as defined by Section 4.110(b) of this Code, shall not be entitled to compensated leave because of family deaths.
4. In addition to the bereavement leave granted under this section, upon approval of the appointing authority, any employee who has accrued unused sick leave at full pay shall be allowed sick leave with full pay not to exceed two working days per occurrence for the purpose of bereavement leave if it is necessary for the employee to travel a minimum of 1,500 miles one way, as calculated by the Automobile Association of America (AAA). Employees requesting the use of sick leave under this provision shall furnish satisfactory proof to the appointing authority of the distance traveled. Use of sick leave hours for bereavement leave shall not be counted as sick leave in any department Sick Leave Use Monitoring Program.
5. Commencing July 1, 2012, non-represented employees shall be entitled to use the bereavement leave granted under this section up until 370 calendar days from the date of the death of the qualifying immediate family member. Bereavement leave not used prior to 370 calendar days from the date of said death shall be deemed waived and lost.

## **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, which specifies:

1. Any officer, full-time or half-time employee as defined by Section 4.110(a) of this Code who is duly summoned to attend any court for the purpose of performing jury service or has been nominated and selected to serve on a Grand Jury shall, for those days during which jury service is actually performed and those days necessary to qualify for jury service, receive his or her regular salary; provided, however, that any jury attendance fees received by any officer or employee of the City who receives regular salary pursuant to this section, except for those fees received for jury service performed on a regular day off or a holiday, shall be paid to the City and deposited in the General Fund. A prorated portion of jury service fees received by a half-time employee shall be paid to the City when those fees are received for jury service performed on days for which the employee is scheduled to work a portion of a day. The absence of any officer or employee for the purpose of performing jury service shall be deemed to be an authorized absence with pay within the meaning of Section 4.75 of this Code. The absence of an intermittent employee for the purpose of performing jury service shall be deemed to be an authorized absence without pay.
2. Employees summoned for jury service are not authorized to waive jury attendance fees and will be expected to remit the appropriate fees to the City upon completion of service.

## **ARTICLE 5.11            FUNERAL EXPENSES**

The City shall expend a sum of money not to exceed \$30,000 for funeral expenses to the heirs of a Unit 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            ASSIGNED VEHICLES**

Management agrees to provide a "take home" vehicle to allow for emergency response, and off-hours inspection, etc., for those employees so designated by Management to require a "take home" vehicle according to their assignment. Vehicles will meet standards to accommodate police equipment. For personal safety and public relations purposes, LAMC Section 63.99 will apply to vehicles covered by this Article.

## **SECTION 6.0 COMPENSATION**

### **ARTICLE 6.1 SALARIES**

- A. The salary ranges shown in Appendix A will become operative as follows:

<u>Appendix</u>	<u>Operative Date</u>
Appendix A	July 1, 2014
Appendix B	June 26, 2016
Appendix C	July 9, 2017
Appendix D	January 7, 2018

- B. The annual salary for Senior Airport Safety Officer is based upon a work year of 2,922 hours. The bi-weekly amount reflects the annual salary divided by the number of City pay periods per year.
- C. The parties agree and understand that pay grades are designated by Management based on the assigned duties of certain specialized units. 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.
- D. Effective June 26, 2016, all Unit members regardless of their salary step anniversary date shall be advanced one salary step consistent with the implementation of a new six-step salary scale as illustrated in Appendix B of this MOU.

### **ARTICLE 6.2 CALL BACK PAY**

Whenever employees, except those assigned to 24-hour shifts, are ordered to return to duty following the termination of their work shift and departure from their work location, they shall receive a minimum payment equivalent to four hours premium pay.

### **ARTICLE 6.3 OVERTIME**

- A. A Section 7(k) work period, pursuant to the Fair Labor Standards Act (FLSA) and 29 United States Code (U.S.C.) §207(k), is hereby continued for employees in this unit.
- B. Management 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. Compensation for overtime worked by Unit members shall be made in accordance with current practices, all provisions of the overtime resolution for the Department of Airports, and the Fair Labor Standards Act. Except otherwise specified in this MOU for platoon duty personnel, only hours worked in excess of 40 hours in a work week including all absences with pay authorized by law, shall be credited toward computation of overtime.

#### **ARTICLE 6.4 ACTING ASSIGNMENT PAY**

- A. Whenever Management assigns an employee to act in the temporary absence of a higher level vacancy, 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 2.75% 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 from one fiscal year into a new fiscal year shall not require a new qualifying period for that assignment.
- D. Any Management determination or decision pertaining to the implementation, interpretation, application, administration or cancellation of any or all of the provisions of this Article, other than disputes over whether an employee is functioning in an acting capacity, shall be final and conclusive and shall not be subject to the grievance procedure herein.

#### **ARTICLE 6.5 LEAD ASSIGNMENT PAY**

- A. Notwithstanding LAAC Section 4.62.2, an Airport Police Sergeant I who is designated and assigned by Management to act as a lead worker or Watch Commander shall receive compensation (non-pension based) at the first premium level rate above the appropriate step of the salary range prescribed for the class and pay grade, for each watch so assigned.
- B. The designation of a lead assignment shall be a Management prerogative and may occur any time Management deems appropriate. Management shall not make such assignment on the basis of nepotism, favoritism, or other improper basis. Such Management decisions shall be final and conclusive and shall not be subject to the grievance procedure herein except that such assignment shall be subject to the grievance process if the basis for the grievance is that the assignment was made on the basis of nepotism, favoritism, or other improper basis. Nothing in this Article, however, is intended to deny the premium payment specified herein to an employee who has been assigned and has performed the lead assignment in accordance with the provisions of this Article.

#### **ARTICLE 6.6 OFF-DUTY STANDBY PAY**

- A. Any Unit member who is required by Management to standby for nights and weekends shall receive one hour of compensation at straight time for every six hours of required to standby time.
- 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 standby time is 60 hours. The employee is required to report for duty for six hours. The six hours are subtracted from sixty hours leaving 54 hours of total standby time. Fifty-four is divided by six, which equals nine hours of straight time standby compensation. 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 when the individual reports to the designated place of assignment and will terminate when the employee is released from duty. Under no condition will time be allowed for travel.

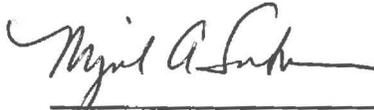
**MEMORANDUM OF UNDERSTANDING NO. 39  
LOS ANGELES AIRPORT POLICE SUPERVISORS' ASSOCIATION  
SUPERVISORY PEACE OFFICERS UNIT**

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

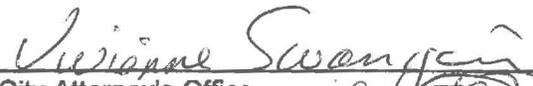
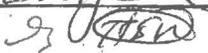
Los Angeles Airport Police Supervisors'  
Association Representatives

  
\_\_\_\_\_  
Michael D. Scolaro  
LAAPSA

City of Los Angeles

  
\_\_\_\_\_  
Miguel A. Santana  
City Administrative Officer

**As to form:**

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

11-13-15  
Date

**MOU 39 - APPENDIX A - SALARIES OPERATIVE JULY 1, 2014**

			Step 1	Step 2	Step 3	Step 4	Step 5	
<b>Airport Police Sergeant I</b> Class Code 3226-1  Range 4102	Regular Pay	HR	41.02	43.31	45.72	48.27	50.96	
		BW	3,281.60	3,464.80	3,657.60	3,861.60	4,076.80	
		YR	85,649.76	90,431.28	95,463.36	100,787.76	106,404.48	
	Basic POST - 3%	HR	1.23	1.30	1.37	1.45	1.53	
		BW	98.40	104.00	109.60	116.00	122.40	
		YR	2,568.24	2,714.40	2,860.56	3,027.60	3,194.64	
	Int POST - 1%	HR	0.41	0.43	0.46	0.48	0.51	
		BW	32.80	34.40	36.80	38.40	40.80	
		YR	856.08	897.84	960.48	1,002.24	1,064.88	
	Adv POST - 2%	HR	0.82	0.87	0.91	0.97	1.02	
		BW	65.60	69.60	72.80	77.60	81.60	
		YR	1,712.16	1,816.56	1,900.08	2,025.36	2,129.76	
	Airfield - 2%	HR	0.82	0.87	0.91	0.97	1.02	
		BW	65.60	69.60	72.80	77.60	81.60	
		YR	1,712.16	1,816.56	1,900.08	2,025.36	2,129.76	
	<b>Airport Police Sergeant II</b> Class Code 3226-2  Range 4329	Regular Pay	HR	43.29	45.70	48.25	50.94	53.78
			BW	3,463.20	3,656.00	3,860.00	4,075.20	4,302.40
			YR	90,389.52	95,421.60	100,746.00	106,362.72	112,292.64
Basic POST - 3%		HR	1.30	1.37	1.45	1.53	1.61	
		BW	104.00	109.60	116.00	122.40	128.80	
		YR	2,714.40	2,860.56	3,027.60	3,194.64	3,361.68	
Int POST - 1%		HR	0.43	0.46	0.48	0.51	0.54	
		BW	34.40	36.80	38.40	40.80	43.20	
		YR	897.84	960.48	1,002.24	1,064.88	1,127.52	
Adv POST - 2%		HR	0.87	0.91	0.97	1.02	1.08	
		BW	69.60	72.80	77.60	81.60	86.40	
		YR	1,816.56	1,900.08	2,025.36	2,129.76	2,255.04	
Airfield - 2%		HR	0.87	0.91	0.97	1.02	1.08	
		BW	69.60	72.80	77.60	81.60	86.40	
		YR	1,816.56	1,900.08	2,025.36	2,129.76	2,255.04	
<b>Airport Police Lieutenant</b> Class Code 3227  Range 4796		Regular Pay	HR	47.96	50.63	53.45	56.43	59.58
			BW	3,836.80	4,050.40	4,276.00	4,514.40	4,766.40
			YR	100,140.48	105,715.44	111,603.60	117,825.84	124,403.04
	Basic POST - 3%	HR	1.44	1.52	1.60	1.69	1.79	
		BW	115.20	121.60	128.00	135.20	143.20	
		YR	3,006.72	3,173.76	3,340.80	3,528.72	3,737.52	
	Int POST - 1%	HR	0.48	0.51	0.53	0.56	0.60	
		BW	38.40	40.80	42.40	44.80	48.00	
		YR	1,002.24	1,064.88	1,106.64	1,169.28	1,252.80	
	Adv POST - 2%	HR	0.96	1.01	1.07	1.13	1.19	
		BW	76.80	80.80	85.60	90.40	95.20	
		YR	2,004.48	2,108.88	2,234.16	2,359.44	2,484.72	
	Airfield - 2%	HR	0.96	1.01	1.07	1.13	1.19	
		BW	76.80	80.80	85.60	90.40	95.20	
		YR	2,004.48	2,108.88	2,234.16	2,359.44	2,484.72	

**MOU 39 - APPENDIX A - SALARIES OPERATIVE JULY 1, 2014**

			<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>
<b>Senior Airport Safety Officer</b> Class Code 3203  Range 4137	Regular Pay	HR	41.37	43.68	46.12	48.69	51.40
		BW	3,309.60	3,494.40	3,689.60	3,895.20	4,112.00
		YR	86,380.56	91,203.84	96,298.56	101,664.72	107,323.20
	St Fire Mrshl or Basic POST - 3%	HR	1.24	1.31	1.38	1.46	1.54
		BW	99.20	104.83	110.69	72.22	123.36
		YR	2,589.12	2,736.06	2,889.01	1,884.94	3,219.70
	Firefighter I or Int POST - 1%	HR	0.41	0.44	0.46	0.49	0.51
		BW	32.80	34.94	22.81	24.08	41.12
		YR	856.08	911.93	595.34	628.49	1,073.23
	Firefighter II or Adv POST - 2%	HR	0.83	0.87	0.92	0.97	1.03
		BW	66.40	69.89	45.61	48.15	50.86
		YR	1,733.04	1,824.13	1,190.42	1,256.72	1,327.45

**MOU 39 - APPENDIX B - SALARIES OPERATIVE JUNE 26, 2016**

			Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	
<b>Airport Police Sergeant I</b>  Class Code 3226-1  Range 4160	Regular Pay	HR	41.60	43.92	46.37	48.96	51.69	54.57	
		BW	3,328.00	3,513.60	3,709.60	3,916.80	4,135.20	4,365.60	
		YR	86,860.80	91,704.96	96,820.56	102,228.48	107,928.72	113,942.16	
	Int POST - 1%	HR	0.42	0.44	0.46	0.49	0.52	0.55	
		BW	33.60	35.20	36.80	39.20	41.60	44.00	
		YR	876.96	918.72	960.48	1,023.12	1,085.76	1,148.40	
	Adv POST - 2%	HR	0.83	0.88	0.93	0.98	1.03	1.09	
		BW	66.40	70.40	74.40	78.40	82.40	87.20	
		YR	1,733.04	1,837.44	1,941.84	2,046.24	2,150.64	2,275.92	
	Airfield - 2%	HR	0.83	0.88	0.93	0.98	1.03	1.09	
		BW	66.40	70.40	74.40	78.40	82.40	87.20	
		YR	1,733.04	1,837.44	1,941.84	2,046.24	2,150.64	2,275.92	
	<b>Airport Police Sergeant II</b>  Class Code 3226-2  Range 4392	Regular Pay	HR	43.92	46.37	48.96	51.69	54.57	57.61
			BW	3,513.60	3,709.60	3,916.80	4,135.20	4,365.60	4,608.80
			YR	91,704.96	96,820.56	102,228.48	107,928.72	113,942.16	120,289.68
Int POST - 1%		HR	0.44	0.46	0.49	0.52	0.55	0.58	
		BW	35.20	36.80	39.20	41.60	44.00	46.40	
		YR	918.72	960.48	1,023.12	1,085.76	1,148.40	1,211.04	
Adv POST - 2%		HR	0.88	0.93	0.98	1.03	1.09	1.15	
		BW	70.40	74.40	78.40	82.40	87.20	92.00	
		YR	1,837.44	1,941.84	2,046.24	2,150.64	2,275.92	2,401.20	
Airfield - 2%		HR	0.88	0.93	0.98	1.03	1.09	1.15	
		BW	70.40	74.40	78.40	82.40	87.20	92.00	
		YR	1,837.44	1,941.84	2,046.24	2,150.64	2,275.92	2,401.20	
<b>Airport Police Lieutenant</b>  Class Code 3227  Range 4894		Regular Pay	HR	48.94	51.67	54.55	57.59	60.80	64.19
			BW	3,915.20	4,133.60	4,364.00	4,607.20	4,864.00	5,135.20
			YR	102,186.72	107,886.96	113,900.40	120,247.92	126,950.40	134,028.72
	Int POST - 1%	HR	0.49	0.52	0.55	0.58	0.61	0.64	
		BW	39.20	41.60	44.00	46.40	48.80	51.20	
		YR	1,023.12	1,085.76	1,148.40	1,211.04	1,273.68	1,336.32	
	Adv POST - 2%	HR	0.98	1.03	1.09	1.15	1.22	1.28	
		BW	78.40	82.40	87.20	92.00	97.60	102.40	
		YR	2,046.24	2,150.64	2,275.92	2,401.20	2,547.36	2,672.64	
	Airfield - 2%	HR	0.98	1.03	1.09	1.15	1.22	1.28	
		BW	78.40	82.40	87.20	92.00	97.60	102.40	
		YR	2,046.24	2,150.64	2,275.92	2,401.20	2,547.36	2,672.64	

**MOU 39 - APPENDIX B - SALARIES OPERATIVE JUNE 26, 2016**

			<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step 6</b>
<b>Senior Airport Safety Officer</b>  Class Code 3203  Range 4392	Regular Pay	HR	43.92	46.37	48.96	51.69	54.57	57.61
		BW	3,513.60	3,709.60	3,916.80	4,135.20	4,365.60	4,608.80
		YR	91,704.96	96,820.56	102,228.48	107,928.72	113,942.16	120,289.68
	Firefighter I or Int POST - 1%	HR	0.44	0.46	0.49	0.52	0.55	0.58
		BW	35.20	36.80	39.20	41.60	44.00	46.40
		YR	918.72	960.48	1,023.12	1,085.76	1,148.40	1,211.04
	Firefighter II or Adv POST - 2%	HR	0.88	0.93	0.98	1.03	1.09	1.15
		BW	70.40	74.40	78.40	82.40	87.20	92.00
		YR	1,837.44	1,941.84	2,046.24	2,150.64	2,275.92	2,401.20

**MOU 39 - APPENDIX C - SALARIES OPERATIVE JULY 9, 2017**

			Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	
<b>Airport Police Sergeant I</b>  Class Code 3226-1  Range 4243	Regular Pay	HR	42.43	44.80	47.30	49.94	52.72	55.66	
		BW	3,394.40	3,584.00	3,784.00	3,995.20	4,217.60	4,452.80	
		YR	88,593.84	93,542.40	98,762.40	104,274.72	110,079.36	116,218.08	
	Int POST - 1%	HR	0.42	0.45	0.47	0.50	0.53	0.56	
		BW	33.60	36.00	37.60	40.00	42.40	44.80	
		YR	876.96	939.60	981.36	1,044.00	1,106.64	1,169.28	
	Adv POST - 2%	HR	0.85	0.90	0.95	1.00	1.05	1.11	
		BW	68.00	72.00	76.00	80.00	84.00	88.80	
		YR	1,774.80	1,879.20	1,983.60	2,088.00	2,192.40	2,317.68	
	Airfield - 2%	HR	0.85	0.90	0.95	1.00	1.05	1.11	
		BW	68.00	72.00	76.00	80.00	84.00	88.80	
		YR	1,774.80	1,879.20	1,983.60	2,088.00	2,192.40	2,317.68	
	<b>Airport Police Sergeant II</b>  Class Code 3226-2  Range 4480	Regular Pay	HR	44.80	47.30	49.94	52.72	55.66	58.76
			BW	3,584.00	3,784.00	3,995.20	4,217.60	4,452.80	4,700.80
			YR	93,542.40	98,762.40	104,274.72	110,079.36	116,218.08	122,690.88
Int POST - 1%		HR	0.45	0.47	0.50	0.53	0.56	0.59	
		BW	36.00	37.60	40.00	42.40	44.80	47.20	
		YR	939.60	981.36	1,044.00	1,106.64	1,169.28	1,231.92	
Adv POST - 2%		HR	0.90	0.95	1.00	1.05	1.11	1.18	
		BW	72.00	76.00	80.00	84.00	88.80	94.40	
		YR	1,879.20	1,983.60	2,088.00	2,192.40	2,317.68	2,463.84	
Airfield - 2%		HR	0.90	0.95	1.00	1.05	1.11	1.18	
		BW	72.00	76.00	80.00	84.00	88.80	94.40	
		YR	1,879.20	1,983.60	2,088.00	2,192.40	2,317.68	2,463.84	
<b>Airport Police Lieutenant</b>  Class Code 3227  Range 4992		Regular Pay	HR	49.92	52.70	55.64	58.74	62.02	65.48
			BW	3,993.60	4,216.00	4,451.20	4,699.20	4,961.60	5,238.40
			YR	104,232.96	110,037.60	116,176.32	122,649.12	129,497.76	136,722.24
	Int POST - 1%	HR	0.50	0.53	0.56	0.59	0.62	0.65	
		BW	40.00	42.40	44.80	47.20	49.60	52.00	
		YR	1,044.00	1,106.64	1,169.28	1,231.92	1,294.56	1,357.20	
	Adv POST - 2%	HR	1.00	1.05	1.11	1.17	1.24	1.31	
		BW	80.00	84.00	88.80	93.60	99.20	104.80	
		YR	2,088.00	2,192.40	2,317.68	2,442.96	2,589.12	2,735.28	
	Airfield - 2%	HR	1.00	1.05	1.11	1.17	1.24	1.31	
		BW	80.00	84.00	88.80	93.60	99.20	104.80	
		YR	2,088.00	2,192.40	2,317.68	2,442.96	2,589.12	2,735.28	

**MOU 39 - APPENDIX C - SALARIES OPERATIVE JULY 9, 2017**

			<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step 6</b>
<b>Senior Airport Safety Officer</b>  Class Code 3203  Range 4480	Regular Pay	HR	44.80	47.30	49.94	52.72	55.66	58.76
		BW	3,584.00	3,784.00	3,995.20	4,217.60	4,452.80	4,700.80
		YR	93,542.40	98,762.40	104,274.72	110,079.36	116,218.08	122,690.88
	Firefighter I or Int POST - 1%	HR	0.45	0.47	0.50	0.53	0.56	0.59
		BW	36.00	37.60	40.00	42.40	44.80	47.20
		YR	939.60	981.36	1,044.00	1,106.64	1,169.28	1,231.92
	Firefighter II or Adv POST - 2%	HR	0.90	0.95	1.00	1.05	1.11	1.18
		BW	72.00	76.00	80.00	84.00	88.80	94.40
		YR	1,879.20	1,983.60	2,088.00	2,192.40	2,317.68	2,463.84

**MOU 39 - APPENDIX D - SALARIES OPERATIVE JANUARY 7, 2018**

			Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	
<b>Airport Police Sergeant I</b>  Class Code 3226-1  Range 4329	Regular Pay	HR	43.29	45.70	48.25	50.94	53.78	56.78	
		BW	3,463.20	3,656.00	3,860.00	4,075.20	4,302.40	4,542.40	
		YR	90,389.52	95,421.60	100,746.00	106,362.72	112,292.64	118,556.64	
	Int POST - 1%	HR	0.43	0.46	0.48	0.51	0.54	0.57	
		BW	34.40	36.80	38.40	40.80	43.20	45.60	
		YR	897.84	960.48	1,002.24	1,064.88	1,127.52	1,190.16	
	Adv POST - 2%	HR	0.87	0.91	0.97	1.02	1.08	1.14	
		BW	69.60	72.80	77.60	81.60	86.40	91.20	
		YR	1,816.56	1,900.08	2,025.36	2,129.76	2,255.04	2,380.32	
	Airfield - 2%	HR	0.87	0.91	0.97	1.02	1.08	1.14	
		BW	69.60	72.80	77.60	81.60	86.40	91.20	
		YR	1,816.56	1,900.08	2,025.36	2,129.76	2,255.04	2,380.32	
	<b>Airport Police Sergeant II</b>  Class Code 3226-2  Range 4569	Regular Pay	HR	45.69	48.24	50.93	53.77	56.77	59.94
			BW	3,655.20	3,859.20	4,074.40	4,301.60	4,541.60	4,795.20
			YR	95,400.72	100,725.12	106,341.84	112,271.76	118,535.76	125,154.72
Int POST - 1%		HR	0.46	0.48	0.51	0.54	0.57	0.60	
		BW	36.80	38.40	40.80	43.20	45.60	48.00	
		YR	960.48	1,002.24	1,064.88	1,127.52	1,190.16	1,252.80	
Adv POST - 2%		HR	0.91	0.96	1.02	1.08	1.14	1.20	
		BW	72.80	76.80	81.60	86.40	91.20	96.00	
		YR	1,900.08	2,004.48	2,129.76	2,255.04	2,380.32	2,505.60	
Airfield - 2%		HR	0.91	0.96	1.02	1.08	1.14	1.20	
		BW	72.80	76.80	81.60	86.40	91.20	96.00	
		YR	1,900.08	2,004.48	2,129.76	2,255.04	2,380.32	2,505.60	
<b>Airport Police Lieutenant</b>  Class Code 3227  Range 5092		Regular Pay	HR	50.92	53.76	56.76	59.92	63.26	66.79
			BW	4,073.60	4,300.80	4,540.80	4,793.60	5,060.80	5,343.20
			YR	106,320.96	112,250.88	118,514.88	125,112.96	132,086.88	139,457.52
	Int POST - 1%	HR	0.51	0.54	0.57	0.60	0.63	0.67	
		BW	40.80	43.20	45.60	48.00	50.40	53.60	
		YR	1,064.88	1,127.52	1,190.16	1,252.80	1,315.44	1,398.96	
	Adv POST - 2%	HR	1.02	1.08	1.14	1.20	1.27	1.34	
		BW	81.60	86.40	91.20	96.00	101.60	107.20	
		YR	2,129.76	2,255.04	2,380.32	2,505.60	2,651.76	2,797.92	
	Airfield - 2%	HR	1.02	1.08	1.14	1.20	1.27	1.34	
		BW	81.60	86.40	91.20	96.00	101.60	107.20	
		YR	2,129.76	2,255.04	2,380.32	2,505.60	2,651.76	2,797.92	

**MOU 39 - APPENDIX D - SALARIES OPERATIVE JANUARY 7, 2018**

			<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step 6</b>
<b>Senior Airport Safety Officer</b>  Class Code 3203  Range 4569	Regular Pay	HR	45.69	48.24	50.93	53.77	56.77	59.94
		BW	3,655.20	3,859.20	4,074.40	4,301.60	4,541.60	4,795.20
		YR	95,400.72	100,725.12	106,341.84	112,271.76	118,535.76	125,154.72
	Firefighter I or Int POST - 1%	HR	0.46	0.48	0.51	0.54	0.57	0.60
		BW	36.80	38.40	40.80	43.20	45.60	48.00
		YR	960.48	1,002.24	1,064.88	1,127.52	1,190.16	1,252.80
	Firefighter II or Adv POST - 2%	HR	0.91	0.96	1.02	1.08	1.14	1.20
		BW	72.80	76.80	81.60	86.40	91.20	96.00
		YR	1,900.08	2,004.48	2,129.76	2,255.04	2,380.32	2,505.60

**APPENDIX E  
SALARY NOTES  
EFFECTIVE JULY 1, 2014**

In addition to the salaries set forth for the classifications in this MOU, the following salary notes shall apply to any qualifying Unit member.

Note 1            Airfield Hazard Incentive

Whenever an Airport Police Sergeant or Airport Police Lieutenant is assigned to regularly supervise an Airport Police Officer or Officers who receive an Airfield Hazard Incentive bonus (i.e., 2% cash equivalent of compensation above his/her corresponding step of the salary range) or an Airport Safety Officer or Officers who perform patrol duties in and around the Ontario Airport airfield, the Sergeant or Lieutenant shall receive an additional 2% cash equivalent of compensation above his/her corresponding step of the salary range. This airfield hazard incentive is an "add to pay" bonus and is not pension based.

Note 2            POST Certificates

- A. Any Unit member who has successfully completed the requirements for an Basic 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 three percent above his/her corresponding step of the salary range. This POST Basic Certificate bonus is a regularly assigned "add to rate" bonus and is pension based.
- B. Any Airport Police Sergeant or Airport Police Lieutenant 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 above his/her corresponding step of the salary range. This POST Intermediate Certificate bonus is a regularly assigned "add to rate" bonus and is pension based.
- C. Any Airport Police Sergeant or Airport Police Lieutenant 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 above his/her corresponding step of the salary range. This POST Advanced Certificate bonus is a regularly assigned "add to rate" bonus and is pension based.

**APPENDIX E  
SALARY NOTES  
EFFECTIVE JULY 1, 2014**

Note 3            Firefighter Certificates

- A. Any Senior Airport Safety Officer who has successfully completed the requirements for a Firefighter I Certificate **OR** 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 above his/her corresponding step of the salary range. This Firefighter I Certificate bonus is a regularly assigned “add to rate” bonus and is pension based.
  
- B. Any Senior Airport Safety Officer who has successfully completed the requirements for a Firefighter II Certificate **OR** 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 above his/her corresponding step of the salary range. This Firefighter II Certificate bonus is a regularly assigned “add to rate” bonus and is pension based.

Note 4            Emergency Medical Technician Certification

- A. Any Senior Airport Safety Officers who earns and maintains a current EMT Certificate shall receive 2.75% above his/her corresponding step of the salary range. This EMT bonus is an “add to pay” cash bonus and is not pension based.
  
- B. This EMT bonus shall be eliminated on July 3, 2016 (reflected in the Salary Notes effective July 3, 2016, below) in recognition of additional base wage compensation for Senior Airport Safety Officers as reflected in Appendix C of this MOU.

Note 5            Salary Note Pay Requirements

In order to receive any additional compensation under Salary Notes 1 through 4 listed in this appendix, a **Unit** member shall be (1) required to maintain any and all the proper certification(s) and (2) duly assigned to perform duties described in a salary note by Airports Department management. 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 neither grievable nor arbitrable.

**APPENDIX F  
SALARY NOTES  
EFFECTIVE NOVEMBER 15, 2015**

In addition to the salaries set forth for the classifications in this MOU, the following salary notes shall apply to any qualifying Unit member.

Note 1            Airfield Hazard Incentive

Whenever an Airport Police Sergeant or Airport Police Lieutenant is assigned to regularly supervise an Airport Police Officer or Officers who receive an Airfield Hazard Incentive bonus (i.e., 2% cash equivalent of compensation above his/her corresponding step of the salary range) or an Airport Safety Officer or Officers who perform patrol duties in and around the Ontario Airport airfield, the Sergeant or Lieutenant shall receive an additional 2% cash equivalent of compensation above his/her corresponding step of the salary range. This airfield hazard incentive is an "add to pay" bonus and is not pension based.

Note 2            POST Certificates

- A. Any Unit member who has successfully completed the requirements for an Basic 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 three percent above his/her corresponding step of the salary range. This POST Basic Certificate bonus is a regularly assigned "add to rate" bonus and is pension based.
- B. Any Airport Police Sergeant or Airport Police Lieutenant 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 above his/her corresponding step of the salary range. This POST Intermediate Certificate bonus is a regularly assigned "add to rate" bonus and is pension based.
- C. Any Airport Police Sergeant or Airport Police Lieutenant 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 above his/her corresponding step of the salary range. This POST Advanced Certificate bonus is a regularly assigned "add to rate" bonus and is pension based.

**APPENDIX F  
SALARY NOTES  
EFFECTIVE NOVEMBER 15, 2015**

Note 3      Firefighter Certificates

- A. Any Senior Airport Safety Officer who has successfully completed the requirements for a Firefighter I Certificate **OR** 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 above his/her corresponding step of the salary range. This Firefighter I Certificate bonus is a regularly assigned “add to rate” bonus and is pension based.
  
- B. Any Senior Airport Safety Officer who has successfully completed the requirements for a Firefighter II Certificate **OR** 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 above his/her corresponding step of the salary range. This Firefighter II Certificate bonus is a regularly assigned “add to rate” bonus and is pension based.

Note 4      Airport Police Sergeants Assigned to Motor Patrol

Whenever a Unit member employed as an Airport Police Sergeant is regularly assigned 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 bonus is a regularly assigned “add to rate” bonus and is pension based.

Note 5      Aviation Security Supervision Certification

- A. Whenever a Unit member employed as an Airport Police Sergeant or Airport Police Lieutenant has met all of the criteria listed below, he/she shall receive additional compensation of 2.75% above his/her corresponding step rate. The Unit member has:
  - 1. Successfully completed training for and possesses a valid POST Intermediate Certificate; and,
  - 2. Successfully completed training for and possesses a valid POST Advanced Certificate; and,
  - 3. A minimum of two years of first-level supervisory experience, i.e., as an Airport Police Sergeant I or Airport Sergeant II, with the Los Angeles World Airports Police Department; and,
  - 4. Successfully completed training and successfully maintains all requirements of training pursuant to California PC 832.1.
  
- B. This additional compensation is a regularly assigned “add to rate” bonus and is pension based.

**APPENDIX F  
SALARY NOTES  
EFFECTIVE NOVEMBER 15, 2015**

Note 6      Airport Police Sergeants—Canine Unit

Whenever a Unit member employed as an Airport Police Sergeant is regularly assigned full-time to the canine unit and directly supervises an Airport Police officer or officers assigned a canine, the Airport Police Sergeant shall receive addition compensation of 5.5% above his/her corresponding step rate. If the Airport Police Sergeant is transferred from the canine unit or place on loan to another unit, regardless of duration, the member shall no longer be eligible for the bonus. This canine bonus is an “adds to rate” bonus and is pension based.

Note 7      Emergency Medical Technician Certification

Any Senior Airport Safety Officers who earns and maintains a current EMT Certificate shall receive 2.75% above his/her corresponding step of the salary range. This EMT bonus is an “add to pay” cash bonus and is not pension based. Effective June 26, 2016, base wages for Airport Safety Officer will be increased in part by an amount equivalent to the EMT Certificate bonus, and the provision to earn an additional 2.75% pay for the possession of an EMT Certificate will be eliminated. (Appendix B of this MOU reflects the change).

Note 8      Salary Note Pay Requirements

In order to receive any additional compensation under Salary Notes 1 through 7 listed in this appendix, a **Unit** member shall be (1) required to maintain any and all the proper certification(s) and (2) duly assigned to perform duties described in a salary note by Airports Department management. 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 neither grievable nor arbitrable.

**APPENDIX G  
SALARY NOTES  
EFFECTIVE JUNE 26, 2016**

In addition to the salaries set forth for the classifications in this MOU, the following salary notes shall apply to any qualifying Unit member.

Note 1            Airfield Hazard Incentive

Whenever an Airport Police Sergeant or Airport Police Lieutenant is assigned to regularly supervise an Airport Police Officer or Officers who receive an Airfield Hazard Incentive bonus (i.e., 2% cash equivalent of compensation above his/her corresponding step of the salary range) or an Airport Safety Officer or Officers who perform patrol duties in and around the Ontario Airport airfield, the Sergeant or Lieutenant shall receive an additional 2% cash equivalent of compensation above his/her corresponding step of the salary range. This airfield hazard incentive is an "add to pay" bonus and is not pension based.

Note 2            POST Certificates

- A. Effective June 26, 2016, base wages for classifications represented in this MOU were increased in part by an amount equivalent to the Basic POST bonus, and the provision to earn an additional three percent pay for the possession of a Basic POST Certificate was eliminated. (Appendix B of this MOU reflects the change).
- B. Any Airport Police Sergeant or Airport Police Lieutenant 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 above his/her corresponding step of the salary range. This POST Intermediate Certificate bonus is a regularly assigned "add to rate" bonus and is pension based.
- C. Any Airport Police Sergeant or Airport Police Lieutenant 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 above his/her corresponding step of the salary range. This POST Advanced Certificate bonus is a regularly assigned "add to rate" bonus and is pension based.

**APPENDIX G  
SALARY NOTES  
EFFECTIVE JUNE 26, 2016**

Note 3      Firefighter Certificates

- A. Any Senior Airport Safety Officer who has successfully completed the requirements for a Firefighter I Certificate **OR** 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 above his/her corresponding step of the salary range. This Firefighter I Certificate bonus is a regularly assigned “add to rate” bonus and is pension based.
  
- B. Any Senior Airport Safety Officer who has successfully completed the requirements for a Firefighter II Certificate **OR** 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 above his/her corresponding step of the salary range. This Firefighter II Certificate bonus is a regularly assigned “add to rate” bonus and is pension based.

Note 4      Airport Police Sergeants Assigned to Motor Patrol

Whenever a Unit member employed as an Airport Police Sergeant is regularly assigned 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 bonus is a regularly assigned “add to rate” bonus and is pension based.

Note 5      Aviation Security Supervision Certification

- A. Whenever a Unit member employed as an Airport Police Sergeant or Airport Police Lieutenant has met all of the criteria listed below, he/she shall receive additional compensation of 2.75% above his/her corresponding step rate. The Unit member has:
  - 1. Successfully completed training for and possesses a valid POST Intermediate Certificate; and,
  - 2. Successfully completed training for and possesses a valid POST Advanced Certificate; and,
  - 3. A minimum of two years of first-level supervisory experience, i.e., as an Airport Police Sergeant I or Airport Sergeant II, with the Los Angeles World Airports Police Department; and,
  - 4. Successfully completed training and successfully maintains all requirements of training pursuant to California PC 832.1.
  
- B. This additional compensation is a regularly assigned “add to rate” bonus and is pension based.

**APPENDIX G  
SALARY NOTES  
EFFECTIVE JUNE 26, 2016**

Note 6      Airport Police Sergeants—Canine Unit

Whenever a Unit member employed as an Airport Police Sergeant is regularly assigned to the canine unit and supervises an Airport Police officer or officers who are assigned as full-time canine handlers, the Airport Police Sergeant shall receive addition compensation of 5.5% above his/her corresponding step rate. If the Airport Police Sergeant is transferred from the canine unit or place on loan to another unit, regardless of duration, the member shall no longer be eligible for the bonus. This canine bonus is an “adds to rate” bonus and is pension based.

Note 7      Salary Note Pay Requirements

In order to receive any additional compensation under Salary Notes 1 through 6 listed in this appendix, a **Unit** member shall be (1) required to maintain any and all the proper certification(s) and (2) duly assigned to perform duties described in a salary note by Airports Department management. 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 neither grievable nor arbitrable.

**LETTER OF AGREEMENT**

**RETIREMENT TIER NEGOTIATIONS**

Concurrent with the negotiation of this Memorandum Of Understanding (MOU), the Association and Management have been engaged in separate discussions regarding the potential creation of a new public safety retirement tier in the Los Angeles City Employees' Retirement System (LACERS). The new tier would affect all sworn personnel employed by the Los Angeles World Airports, including those represented by three separate labor associations in three separate bargaining units and a number of non-represented employees. As such, discussions have been limited to forums that allow for the inclusion of simultaneous input from all represented units as opposed to being incorporated into MOU negotiations in order to allow for fair and equal input and representation on a new tier design.

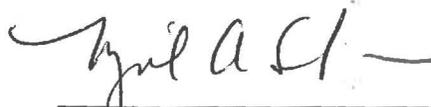
During the term of this MOU, Management and the Association agree to continue discussions over the potential for creating a new public safety LACERS tier. The signing of this MOU shall not in any way preclude the parties from continuing these discussions in earnest.



\_\_\_\_\_  
Michael D. Scolaro  
President, LAAPSA

\_\_\_\_\_  
Date

11/16/15



\_\_\_\_\_  
Miguel A. Santana  
CAO

\_\_\_\_\_  
Date

11/16/15