

**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 24th day of
August, 2018.**

BY AND BETWEEN

THE CITY OF LOS ANGELES

AND THE

LOS ANGELES AIRPORT POLICE SUPERVISORS ASSOCIATION

JUNE 24, 2018 THROUGH JUNE 18, 2022

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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 June 24, 2018. This MOU shall expire and otherwise be fully terminated at 2359 hours on June 18, 2022.
- 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 and/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) or 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, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, , Acquired Immune Deficiency Syndrome (AIDS) - acquired or perceived, political beliefs, union activity, LGBTQ 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 and equipment, with prior approval, for the purpose of holding meetings and conducting Association business to the extent that such facilities and equipment are available, and to the extent that the use of a facility or a piece of equipment 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 or a piece of equipment requires a fee for rental, use, or special set up, security, and/or cleanup service, the Association will provide or assume the cost of such equipment, service(s), and/or facility, unless otherwise agreed to by Management and the Association.

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 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

- A. 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.
- B. No grievant shall lose his/her right to process his/her grievance because of Management-imposed limitations in scheduling meetings.
- C. The grievant is responsible for discussing his/her grievance informally with his/her immediate supervisor. The immediate supervisor will, upon request of a grievant, discuss the grievance with him/her at a mutually satisfactory time. The grievant may be represented by a representative of his/her choice in the informal discussion with his/her immediate supervisor, in all formal review levels, and in arbitration; provided, however, that such representative may not be an employee or officer of another qualified organization except with the written consent of the organization granted exclusive representation.
- D. 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.
- E. 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

- A. The grievant shall discuss his/her grievance with his/her immediate supervisor on an informal basis in an effort to resolve the grievance. The grievance shall be considered waived if not so presented to the immediate supervisor within ten calendar days following the 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.
- B. The immediate supervisor shall respond within five calendar days following his/her meeting with the grievant. Failure of the immediate supervisor to respond within such time limit shall entitle the grievant to process his/her grievance to Step 2.

Step 2 - First Level of Review

- A. If the grievance is not settled at Step 1, the grievant may serve written notice of the grievance on a form provided by the department, 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.
- B. 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

- A. 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.
- B. 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

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)

- A. 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.
- B. 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.
- C. The Executive Director of the ERB shall attempt to obtain the services of a mediator from the State Mediation and Conciliation Service. If a State mediator is unavailable, the Association and 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.
- D. The mediation procedure shall be informal, the primary effort being to assist the parties in settling the grievance. Court reporters shall not be used, the rules of evidence shall not apply, and no record shall be made. The mediator shall determine whether witnesses are necessary.
- E. If the grievance is resolved through mediation, notwithstanding the provisions of LAAC Section 4.865, the parties may, by mutual agreement, accept the results of mediation as binding.
- F. If the grievance is not resolved in mediation, the mediator may be requested to provide an immediate oral opinion as to how the grievance would be decided if it went to arbitration. Such opinion shall be advisory only. However upon mutual agreement of the parties, the mediator may be requested to furnish such opinion in writing, including a brief statement of the reasons for the opinion. Such opinion, as well as confidential discussions by the parties in mediation, shall not be used during any subsequent arbitration.

Step 6 - Arbitration

- A. If the 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 of 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.
- B. 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.
- C. 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.
- D. 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.

ARTICLE 3.3 PERSONNEL COMPLAINT INTERVIEW REPRESENTATIVE

- A. Employees have the right to representation during an interview pursuant to a personnel complaint investigation. The duties of a representative in these interviews are:
- B. To conduct pre-interview consultation with the employee to ascertain if the employee understands the allegations against the employee; and,
- C. To be present with the employee during the interview for purposes of:
 - 1. Consultation,
 - 2. Advice,
 - 3. Clarification,
 - 4. Ensuring procedures are followed, and
 - 5. Ensuring the employee's rights are not violated.

- D. Representation shall be on an on-duty basis. When on-duty representation is impractical, the Department may use an adjusted work schedule. Such representation shall not be done on an overtime basis unless no other alternative is available and such overtime is approved by a supervisor.
- E. The provisions of this Article shall apply to an employee who is being interviewed as a witness pursuant to a personnel complaint investigation if the employee has a reasonable belief that the employee may be disciplined as a result of the investigation.
- F. On-duty personnel selected as a representative shall obtain the approval of a supervisor before leaving their assigned duties. Permission shall not be denied unless deployment would be seriously affected or vitally important duties neglected. If this causes a delay for the employee in retaining the representative of the employee's choice, the interview will be rescheduled.

ARTICLE 3.4 REPRESENTATIVES CONDUCT; DEPARTMENT SUPPORT

- A. A representative shall use every legal means available and exercise the best efforts to represent the employee.
- B. Bargaining Unit members who are representatives may, on a limited basis and consistent with the provisions of Article 2.5, use Division facilities and/or resources with prior Management approval as a matter of expediting or facilitating logistics of work with which they have undertaken. Substantive preparation shall be conducted on off-duty time, consistent with current policies. Management and the Association agree that all bargaining Unit members who are representatives will be prepared for Skelly and grievance hearings and meetings on their own accord, time, and volition.
- C. Representatives in conducting investigations and interviews shall identify themselves as such representatives.
- D. All Division employees have an obligation, to the extent feasible and practicable by law, to cooperate with other Division employees or any other civilian representatives designated by LAAPSA who are representatives for the employee or the Division and to answer their questions responsively.
- E. Personnel complaint investigations are confidential and employee representatives are under the same obligation as an involved employee not to discuss the investigation with individuals unless that individual has a right to know or need to know.

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:

- C. Correct or eliminate the hazardous condition if correction or elimination thereof is within the authority and capability of the supervisor;

- D. 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,

- E. 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.
- F. 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.
- G. 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. An employee shall be in actual attendance on duty assigned to a work shift comprised of eight, ten, or 12 hours every day he/she is assigned to work. A work shift 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 be scheduled to 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.
- B. Under normal circumstances, deployment period (DP) work schedules shall be posted 14 calendar days before the start of the DP.

Change of Shift

- C. Generally, shift rotation shall coincide with the beginning of a deployment period.
- D. 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 4.5 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. 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.
- C. 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 employee's residence.

ARTICLE 4.7 COMPENSATION FOR COURT APPEARANCES

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

Basic Compensation

- A. 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.
- B. 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.
- C. 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.
- D. An employee shall not receive court on-call overtime compensation and hour-for-hour overtime compensation for the same time period.

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.

Exceptions to the Four Hour Minimum

- A. 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.
- B. 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.
- C. Compensation for on-call status shall not exceed four hours.

ARTICLE 4.8 DMV TELEPHONIC HEARINGS

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

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.

Off Duty

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

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

ARTICLE 4.9 UNIFORM ALLOWANCE

- 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.

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

- A. 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.

MOU 39 Marksmanship Pay

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

- B. Compensation shall be paid beginning with the first full payroll period of the month following the date of qualification and shall continue for 26 biweekly pay periods. After the 26th pay period, requalification must occur in order to continue receiving a marksmanship distinction and commensurate compensation. At any time, a 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.
- C. This additional compensation shall be a non-pensionable and “Adds to Pay”.

ARTICLE 4.14 ASSIGNMENT DURATION OF SPECIALIZED POSITIONS

- A. The Association and Management agree that opportunities for various assignment should be made available to all Airport Police Sergeants and Airport Police Lieutenants. 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. Airport Police Sergeant assignments to specialized positions are normally made for a maximum 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 maximum duration of seven years.
- C. Airport Police Lieutenant assignments in patrol and specialized units are normally made for a maximum of two years. Temporary extensions may be granted on a case-by-case basis by the Airport Police Chief.
- D. The establishment, duties, and staffing levels of special assignments are based on the needs of the Airport Police Division and are at the discretion of the Airport Police Chief.
- E. The creation or reduction of assignment positions and length thereof are at the discretion of the Airport Police Chief.
- F. The Association and Management agree that each Unit member in the rank of Airport Police Lieutenant shall be assigned to provide supervisorial, on-duty coverage on weekend shifts (Saturday and Sunday). Assignment of weekend Watch Commander duties will occur once annually. All Airport Police Lieutenants shall bid for three weekend assignments in a one-year period (covering 12 deployment periods). Weekends shall also be assigned to vacant Airport Police Lieutenant positions in the anticipation of promotions. Airport Police Lieutenants shall be assigned to weekend work based on order of seniority. Once the weekend schedule is published in advance of the one-year period, Airport Police Lieutenants are responsible for working with the Airport Police Captain who oversees the patrol operations to make modifications to the schedule to ensure minimal coverage is achieved.
- G. 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.
- H. Whenever practicable, Management shall provide the employee at least 14 days' notice of reassignment.
- I. Employees removed from their assignment for cause shall have a right to an administrative appeal.
- J. 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.

- K. During the term of this MOU, Management shall continue the following practices regarding specialized assignments.
- L. 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.
- M. Re-assignments shall occur by seniority, with those in the assignments for the longest period re-assigned first.

ARTICLE 4.15 MILEAGE AND TRAVEL ALLOWANCES

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

SECTION 5.0 BENEFITS

ARTICLE 5.1 RETIREMENT BENEFITS

A. Fire and Police Pensions

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

B. LACERS Tier 1

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

C. Procedure for Benefits Modifications

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

4. If agreement is not reached between Management and the organizations representing a majority of the members in the retirement system for which modifications are proposed as to whether a particular proposal constitutes either a major or a minor modification, the proposal shall be treated as a major modification.
5. Division 4, Chapter 11, Article 2 of the Los Angeles Administrative Code (LAAC) provides a retiree health benefit for LACERS Tier 1 employees. Commencing April 21, 2013, the parties agree that the retiree health benefit available under this program is a vested benefit for all employees. Specifically, the parties agree that for LACERS Tier 1 employees the current Maximum Medical Plan Premium Subsidy of \$1,190 per month, which represents the City's maximum retiree non-Medicare Part A and Part B premium, is vested. Additionally, the maximum amount of the annual increase authorized in LAAC Section 4.1111(c) shall be granted and is vested. The entitlement to retiree health benefits under this provision shall be subject to the rules under Division 4, Chapter 11 of the LAAC in effect as of the effective date of this provision. The parties further agree that as a condition of vesting the Maximum Medical Plan Premium authorized by the LAAC, the amount of employees' contributions is subject to bargaining in future MOU negotiations in accordance with applicable Charter provisions. The parties further agree that should any of the provisions of this Article, or of any subsequent MOUs which incorporate these sections, be enjoined or declared invalid or unlawful by a court of competent jurisdiction, the Maximum Medical Plan subsidy would revert to the provision of the LAAC in effect prior to April 24, 2011. Additionally, the parties shall meet and confer to achieve equal cost savings.

ARTICLE 5.2 VACATIONS

- 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.

The following table illustrates vacation accrual benefits.

AIRPORT POLICE SUPERVISORS VACATION BENEFITS						
Years of Service Completed	Number of Days			Monthly Accrual Rate (in hours and minutes)		
	Per LAAC 4.245	Additional In Lieu of Holidays	Total	Per LAAC 4.245	Additional Hours In Lieu of Holidays	Total
1	11	13	24	7.20	8.40	16.00
5	17	13	30	11.20	8.40	20.00
13	18	13	31	11.20	8.40	20.00
14	19	13	32	11.20	8.40	20.00
15	20	13	33	11.20	8.40	20.00
16	21	13	34	11.20	8.40	20.00
17	22	13	35	14.40	8.40	23.20
18	23	13	36	14.40	8.40	23.20
19	24	13	37	16.00	8.40	24.40
25	25	13	38	16.40	8.40	25.20

- C. 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.

EFFECTIVE JULY 7, 2019

- A. From July 7, 2019 through December 31, 2019, no Unit member shall accrue vacation time.
- B. On January 1, 2020, and each January 1st thereafter, vacation time accrued during the previous year shall be credited to each employee based on his/her years of service as described below.
- C. An employee's vacation accrual anniversary date shall be based upon the date upon which an employee is newly hired into City service, i.e., the employee's original hire date.
- D. Until the completion of two years of City service in the aggregate, each Unit member shall be entitled to 120 hours of vacation annually credited on January 1st with full pay.
- E. Upon the completion of two years of City service in the aggregate, each employee shall be entitled to 128 hours vacation annually credited on January 1st with full pay.
- F. Upon the completion of 10 years of City service in the aggregate, each employee shall be entitled to 192 hours vacation annually credited on January 1st with full pay.
- G. Upon completion of 30 years of City service in the aggregate, each employee shall be entitled to 200 hours vacation annually credited on January 1st with full pay.
- H. In addition to vacation accruals described above, each bargaining unit member who has completed at least one full year of City service shall be credited with an additional 104 hours of vacation on January 1st of each calendar year. This 104 hours is provided as a replacement for holiday time off that was relinquished previously.
- I. The following table illustrates vacation accrual benefits.

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

- J. Each employee shall be permitted to defer vacation, thereby accumulating unused vacation time to total not more than the equivalent of three years of vacation credit. Under no circumstance shall an employee be entitled to accumulate vacation time in excess of three years.
- K. An employee may defer all or a portion of his or her vacation. The employee should consider the amount of vacation time he or she has accumulated and whether deferring all or part of the vacation could result in the stoppage of vacation accrual which will automatically be deposited in the catastrophic illness or injury time bank.
- L. Employees with ten or more years of service in the aggregate may split their vacation time into two parts. Employees who choose to split their vacation period or periods may apply their seniority preference to any one portion.
- M. Assignment of employees to vacation periods shall be made so as to maintain adequate deployment at all levels of rank. Employees shall submit requests for the selection of their primary long vacation periods in writing by September 30th of each year for the following calendar year. Vacation schedules for primary vacation periods shall be posted by November 1st of each year for the following calendar year.
- N. After primary vacations are assigned based on seniority from highest to lowest, other secondary vacation periods will then be assigned in reverse seniority order. Employees shall submit requests for secondary vacations after November 1st of each year and approved secondary vacations will be posted by December 31st. Management will post all vacation periods in one location.
- O. Any employee who, immediately prior to becoming a member of the Airport Police Department, was employed in any other department of the City and had earned any unused vacation credits for which the employee was not compensated either in cash or time off, shall be credited with such unused vacation time in addition to any vacation to which the employee is entitled.
- P. In the event any employee, after the completion of the employee's initial year of service, becomes separated from the service of the Department by reason of resignation, retirement, death, or for any other reason, cash payment of a sum equal to all earned, but unused vacation, including vacation for the proportionate part of the year in which the separation takes place, shall be made at the salary rate current at the date of the separation to the employee, the estate, or any person legally entitled to such payment.
- Q. The City Controller shall keep a record of vacation time balances based on Airport Police Department records and shall advise employees on their paycheck or pay advice of their balance biweekly.
- R. It is the policy of the Department to allow officers to take regularly scheduled vacations or remain on vacation during a mobilization unless the officer volunteers to work or there is an order by the Mayor or the Airport Police Chief or his/her designee to cancel vacations.

- S. An officer who volunteers to work during a mobilization while on a regularly scheduled vacation may do so subject to the following:
1. The Department must have a need for the employee to return to work. Assignments will be made at the discretion of the Department.
 2. Once the employee voluntarily returns to work, the employee may not resume his or her vacation (including regularly scheduled days off, accumulated overtime and days off in lieu of a holiday) without the approval of the Department.
 3. The employee may defer all or a portion of his or her vacation subject to approval by Airports Management.
 4. Where an employee has elected to defer all or a portion of vacation, the employee shall be shown on regular duty status for each deferred vacation day.
 5. The Department may approve an employee's use of any remaining vacation once the situation deescalates and it is determined there is adequate deployment at all levels of rank.
 6. The Department is under no obligation to reschedule the vacation during the current calendar year but may do so if it does not impact the ability to maintain adequate deployment at all levels of rank.
- T. When the Mayor or Airport Police Chief or his/her designee orders officers on regularly scheduled vacation to return to work during a mobilization, such return is subject to the employee electing to defer all or part of the remaining vacation subject to the provisions of K.1.c-f of this Article.

ARTICLE 5.3 HOLIDAY PREMIUM PAY

- A. 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 1st)
 - 2. Easter Sunday
 - 3. Memorial Day (last Monday in May)
 - 4. Independence Day (July 4th)
 - 5. Labor Day (first Monday in September)
 - 6. Veteran's Day (November 11th)
 - 7. Thanksgiving Day (fourth Thursday in November)
 - 8. Christmas Eve (December 24th)
 - 9. Christmas Day (December 25th)
 - 10. New Year's Eve (December 31st)

- 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. 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

- A. The health plans offered and benefits provided by those plans shall be those recommended by the JLMBC, approved by the City Council, and administered by the Personnel Department in accordance with LAAC Section 4.303.
- B. During the term of this MOU, 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).
- C. 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.
- D. During the term of this MOU, the City's contribution to health care plan costs (monthly health care subsidy) shall be adjusted based on changes in the Kaiser Permanente Family Rate for full-time employees 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.
- E. Employees who transfer from full-time to half-time status under Family and Medical Leave provisions contained herein shall continue to receive the same subsidy as full-time employees and shall be subject to any adjustments applied to that subsidy as provided in this Article.
- F. During the term of this MOU, the JLMBC will review all rate changes and their impact on the Health Plans. The following provisions will apply to Unit members enrolled in a City-sponsored health care plan and eligible for the health care subsidy.
- G. Unit members shall 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.

- H. 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 will be enrolled in the Association Disability, Optical, and Life Insurance Programs. Management will forward \$28 bi-weekly to 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 AND SCHOOL PARTNERSHIP LEAVE

- A. 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 15 (120 hours), 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.
- B. Consistent with the entirety of California Labor Code section 230.8, a bargaining Unit member who is a parent of one or more children of the age to attend kindergarten or grades 1 to 12, inclusive, or a licensed child care provider, may take up to 40 hours each calendar year for the purpose of either of the following child-related activities:
 - 1. To find, enroll, or reenroll his or her child in a school or with a licensed child care provider, or to participate in activities of the school or licensed child care provider of his or her child, if the employee, prior to taking the time off, gives reasonable notice to the employer of the planned absence of the employee. Time off pursuant to this subparagraph shall not exceed eight hours in any calendar month of the year.
 - 2. To address a child care provider or school emergency, if the employee gives notice to the employer.

ARTICLE 5.7 FAMILY AND MEDICAL LEAVE

Authorization for Leave

- A. 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.
- B. 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.
- C. 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.
- D. **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.)

Definitions

- A. **Spouse** means a husband or wife as defined or recognized under state law for purposes of marriage in this state.
- B. **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.
- C. **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.
- D. **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.

Eligibility

- A. 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.
- B. **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.
- C. 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.
- D. 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.
- E. 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.

Conditions

- A. **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.
- B. 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.
- C. 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.¹ (The administration of such leave shall be in accordance with Sections C.2. and D.7. of this Article.)
- D. **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.
- E. **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.
- F. **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.
 - 1. A **serious health condition** is defined as an illness, injury, impairment or physical or mental condition that involves:
 - 2. Any period of incapacity or treatment connected with inpatient care in a hospital, hospice, or residential medical facility; or
 - 3. 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
 - 4. Any period of incapacity (or treatment therefore) due to a chronic or serious health condition; or

¹ 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”.

5. Any period of incapacity that is permanent or long-term due to a condition for which treatment may not be effective; or
 6. 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
 7. Any period of incapacity due to pregnancy or for prenatal care.
- G. **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.
- H. **Continuous/Intermittent Leave** – All leave granted under this Article shall normally be for a continuous period of time for each incident.
- I. 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.
- J. 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.
- K. 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.
- L. 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.
- M. 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.
- N. Upon return from family or medical leave, an employee shall be returned to his/her original job or to an equivalent job.

Notice Requirements

A. 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.

B. 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.

Applicable Time Off

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

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.

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.

Personal Medical Leave

- A. Accrued sick leave (100% or 75%) may be used at the employee's discretion. Such leave may be taken before or after the vacation described 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.

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.

Monitoring

- A. 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.
- B. 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

- A. Bereavement leave shall be afforded to Unit members and administered in accordance with LAAC Section 4.127.1, which specifies:
- B. 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.
- C. 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.
- D. Intermittent employees, as defined by Section 4.110(b) of this Code, shall not be entitled to compensated leave because of family deaths.
- E. 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.

- F. 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

- A. Payment of salary to a Unit member when summoned to jury service shall be administered in accordance with LAAC Section 4.111, which specifies:
- B. Any officer, full-time or half-time employee as defined by LAAC Section 4.110(a) 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. 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.
- C. 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

- A. Management will continue to provide a “take home” vehicle for employee’s whose assignments are designated by Management as requiring a “take home” vehicle to allow for emergency response, and off-hours inspection, etc. Vehicles will meet standards to accommodate police equipment.
- B. Regardless of whether an Airport Police Lieutenant has been granted “take home” authority in the performance of his/her job duties, for each Airport Police Lieutenant employed by the Airports Department, Management shall assign one Department vehicle for individual and exclusive use by the Airport Police Lieutenant while he/she is on duty. An Airport Police Lieutenant who has not been granted “take home” authorization shall be responsible for securing the vehicle assigned to him/her during his/her off-duty hours.
- C. All vehicles covered by this Article will meet standards to accommodate police equipment and will comply with Los Angeles Municipal Code Section 63.99 for personal safety and public relations purposes.

SECTION 6.0 COMPENSATION

ARTICLE 6.1 SALARIES

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

Appendix	Operative Date
Appendix A	June 24, 2018
Appendix B	July 8, 2018
Appendix C	July 7, 2019
Appendix D	July 4, 2021

B. 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.

C. Commencing June 21, 2020 (pay period 1 of FY2020-21) and ending June 18, 2021 (pay period 26 of FY2020-21), each bargaining unit member shall receive additional compensation in an amount equivalent to two percent of his/her regular base hourly rate. The additional compensation shall be paid biweekly, will be paid as cash and part of regular wages, will be paid as an "Adds to Rate", and will be non-pensionable.

ARTICLE 6.2 CALL BACK PAY

A. Whenever a Unit member is ordered to return to duty following the termination of his or her work shift and departure from his/her work location, Management shall pay the Unit member a minimum payment equivalent to four hours at his/her overtime rate of pay. If the Unit member is required to remain on duty beyond the minimum four-hour time period during which pay is guaranteed to complete his/her assignment, the Unit member shall be paid on a time-worked basis at his/her overtime rate.

B. For example, if a Unit member is called back to duty and given an assignment that takes three and one-half hours to complete, he/she shall be paid four hours of overtime compensation. If a Unit member is called back to duty and given an assignment that takes four and one-half hours to complete, he/she shall be paid four and one-half hours of overtime compensation.

C. On occasion, Management may have the need for an employee to perform work assignments without reporting to his/her regular work location, i.e., from home. If Management contacts a Unit member during his/her off-duty hours and requests that work be performed remotely, i.e., without the Unit member reporting to a physical work location, Management shall pay the Unit member a minimum payment equivalent to one hour of compensation at his/her overtime rate of pay. If the Unit member is required to complete an assignment that lasts longer than the minimum one-hour time period during which pay is guaranteed to complete his/her assignment, the Unit member shall be paid on a time-worked basis at his/her overtime rate.

- D. For example, if a Unit member is contacted on his/her off-duty hours and is required to perform work for thirty minutes whereby his/her physical presence at a work location is not required, he/she shall be paid one hour of overtime compensation. If a Unit member is contacted on his/her off-duty hours and is required to perform work for two and one-half hours whereby his/her physical presence at a work location is not required, he/she shall be paid two and one-half hours of overtime compensation.
- E. A Unit member who is contacted and compensated under the provisions of this Article shall be ineligible to receive compensation under the provisions of Article 6.6 (Off-Duty Standby Pay) for a conterminous time period.

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. 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 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**

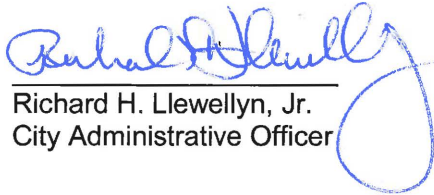
IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute this MOU the day, month and year first written above.

Los Angeles Airport Police Supervisors'
Association Representatives

City of Los Angeles



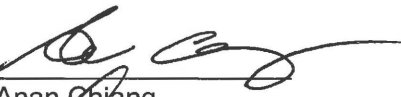
Adonis Cutchlow
President, LAAPSA



Richard H. Llewellyn, Jr.
City Administrative Officer



Masis Sossikian
Vice President, LAAPSA



Anan Chiang
Secretary, LAAPSA



William Handley
Director, LAAPSA

As to form:



City Attorney's Office

8/24/18

Date

MOU 39
Appendix A
Operative on June 24, 2018

CLASS CODE	TITLE	RANGE	ANNUAL COMPENSATION				
			STARTING		MAXIMUM		
			STEP	SALARY	STEP	SALARY	
3227-0	Airport Police Lieutenant	5092	1	\$106,320	--	6	\$ 139,457
3226-1	Airport Police Sergeant I	4329	1	\$ 90,389	--	6	\$ 118,556
3226-2	Airport Police Sergeant II	4569	1	\$ 95,400	--	6	\$ 125,154
3203	Senior Airport Safety Officer	4569	1	\$ 95,400	--	6	\$ 125,154

MOU 39

Appendix A

Operative on June 24, 2018

Range		1	2	3	4	5	6
4329	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	\$ 95,421	\$ 100,746	\$ 106,362	\$ 112,292	\$ 118,556
4569	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	\$ 100,725	\$ 106,341	\$ 112,271	\$ 118,535	\$ 125,154
5092	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	\$ 112,250	\$ 118,514	\$ 125,112	\$ 132,086	\$ 139,457

MOU 39
Appendix B
Operative on July 8, 2018

CLASS CODE	TITLE	RANGE	ANNUAL COMPENSATION				
			STARTING		MAXIMUM		
			STEP	SALARY	STEP	SALARY	
3227-0	Airport Police Lieutenant	5391	1	\$112,564	--	6	\$ 147,642
3226-0	Airport Police Sergeant	4661	1	\$ 97,321	--	6	\$ 127,660
3203	Senior Airport Safety Officer	4661	1	\$ 97,321	--	6	\$ 127,660

MOU 39

Appendix B

Operative on July 8, 2018

Range		1	2	3	4	5	6
4661	HR	\$ 46.61	\$ 49.21	\$ 51.95	\$ 54.85	\$ 57.91	\$ 61.14
	BW	\$ 3,728.80	\$ 3,936.80	\$ 4,156.00	\$ 4,388.00	\$ 4,632.80	\$ 4,891.20
	YR	\$ 97,321	\$ 102,750	\$ 108,471	\$ 114,526	\$ 120,916	\$ 127,660
5391	HR	\$ 53.91	\$ 56.92	\$ 60.09	\$ 63.44	\$ 66.98	\$ 70.71
	BW	\$ 4,312.80	\$ 4,553.60	\$ 4,807.20	\$ 5,075.20	\$ 5,358.40	\$ 5,656.80
	YR	\$ 112,564	\$ 118,848	\$ 125,467	\$ 132,462	\$ 139,854	\$ 147,642

MOU 39
Appendix C
Operative on July 7, 2019

CLASS CODE	TITLE	RANGE	ANNUAL COMPENSATION				
			STARTING		MAXIMUM		
			STEP	SALARY	STEP	SALARY	
3227-0	Airport Police Lieutenant	5498	1	\$114,798	--	6	\$ 150,607
3226-0	Airport Police Sergeant	4755	1	\$ 99,284	--	6	\$ 130,228
3203	Senior Airport Safety Officer	4755	1	\$ 99,284	--	6	\$ 130,228

MOU 39

Appendix C

Operative on July 7, 2019

Range		1	2	3	4	5	6
4755	HR	\$ 47.55	\$ 50.20	\$ 53.00	\$ 55.96	\$ 59.08	\$ 62.37
	BW	\$ 3,804.00	\$ 4,016.00	\$ 4,240.00	\$ 4,476.80	\$ 4,726.40	\$ 4,989.60
	YR	\$ 99,284	\$ 104,817	\$ 110,664	\$ 116,844	\$ 123,359	\$ 130,228
5498	HR	\$ 54.98	\$ 58.05	\$ 61.29	\$ 64.71	\$ 68.32	\$ 72.13
	BW	\$ 4,398.40	\$ 4,644.00	\$ 4,903.20	\$ 5,176.80	\$ 5,465.60	\$ 5,770.40
	YR	\$ 114,798	\$ 121,208	\$ 127,973	\$ 135,114	\$ 142,652	\$ 150,607

MOU 39
Appendix D
Operative on July 4, 2021

CLASS CODE	TITLE	RANGE	ANNUAL COMPENSATION				
			STARTING		MAXIMUM		
			STEP	SALARY	STEP	SALARY	
3227-0	Airport Police Lieutenant	5664	1	\$118,264	--	6	\$ 155,117
3226-0	Airport Police Sergeant	4899	1	\$102,291	--	6	\$ 134,133
3203	Senior Airport Safety Officer	4899	1	\$102,291	--	6	\$ 134,133

MOU 39

Appendix D

Operative on July 4, 2021

Range		1	2	3	4	5	6
4899	HR	\$ 48.99	\$ 51.72	\$ 54.60	\$ 57.64	\$ 60.85	\$ 64.24
	BW	\$ 3,919.20	\$ 4,137.60	\$ 4,368.00	\$ 4,611.20	\$ 4,868.00	\$ 5,139.20
	YR	\$ 102,291	\$ 107,991	\$ 114,004	\$ 120,352	\$ 127,054	\$ 134,133
5664	HR	\$ 56.64	\$ 59.80	\$ 63.13	\$ 66.65	\$ 70.37	\$ 74.29
	BW	\$ 4,531.20	\$ 4,784.00	\$ 5,050.40	\$ 5,332.00	\$ 5,629.60	\$ 5,943.20
	YR	\$ 118,264	\$ 124,862	\$ 131,815	\$ 139,165	\$ 146,932	\$ 155,117

APPENDIX E—SALARY NOTES

In addition to the salaries set forth for the classifications in this MOU, the following salary notes shall apply to any qualifying Unit member. All additional compensation items shall be effective July 8, 2018, unless otherwise stated.

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), 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, 2015, 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.
- D. Any Airport Police Lieutenant who has successfully completed the requirements for and holds a POST Management Certificate or a POST Supervisory Certificate shall receive additional compensation equal to three percent of his/her regular base rate of pay. This additional compensation shall be a pensionable amount, paid as an “Adds to Rate”.

Note 3 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 11% above his/her corresponding step rate. This motorcycle bonus is a regularly assigned “add to rate” bonus and is pension based.

APPENDIX E—SALARY NOTES

Note 4 Aviation Security Supervision Certification

- A. Whenever an Airport Police Sergeant has met all of the criteria listed below, he/she shall receive additional compensation of 2.75% above his/her regular base rate of pay. Whenever an Airport Police Lieutenant has met all of the criteria below, he/she shall receive additional compensation of 5.5% above his/her regular base rate of pay.
- B. In order for the Unit member to receive the additional compensation noted above, the Unit member must:
 - 1. Successfully complete training for and possess a valid POST Intermediate Certificate; and,
 - 2. Successfully complete training for and possess a valid POST Advanced Certificate; and,
 - 3. Complete a minimum of two years of full-time paid experience as a first-level supervisor, e.g., as an Airport Police Sergeant, with the Los Angeles World Airports Police Department; and,
 - 4. Successfully complete training and successfully maintain all requirements of training pursuant to California PC 832.1.
- C. This additional compensation shall be pensionable, paid as an “Adds to Rate”.

Note 5 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 11% 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 pension based.

Note 6 Airport Police Sergeants—Emergency Services Unit

Any Airport Police Sergeant who is regularly assigned on a full-time basis to the Emergency Services Unit (ESU) shall receive additional compensation equal to 5.5% above his/her regular base rate of pay. If the Airport Police Sergeant is transferred from the ESU or placed on loan to another unit, regardless of duration, he/she shall be ineligible to receive this additional compensation. This additional compensation shall be a pensionable amount, paid as an “Adds to Rate”.

APPENDIX E—SALARY NOTES

Note 7 Airport Police Sergeants— Specialized Assignments

Any Airport Police Sergeant who is regularly assigned on a full-time basis to a unit or an assignment listed below shall receive additional compensation of \$240 during the pay period in which he/she is regularly assigned. If the Airport Police Sergeant is transferred from a unit or an assignment listed below or is loaned out of the unit or assignment for an entire pay period, the member shall be ineligible to receive this additional compensation. This additional compensation shall be a pensionable, cash amount, paid as an “Adds to Rate”.

Assignments For Which Additional Compensation Shall Be Paid:

1. Assistant Watch Commander
2. Rangemaster in the Firearms Range
3. Internal Affairs Unit
4. Crime Task Force
5. Dignitary Protection Unit
6. Vulnerability Assessment & Analysis Unit
7. Training / Recruitment
8. Emergency Operations and Planning Unit
9. Fleet Services Unit

Note 8 Airport Police Sergeants—Watch Commander

- A. Notwithstanding LAAC Section 4.62.2, whenever an Airport Police Sergeant is designated and assigned by Management to act as a Watch Commander in the absence of a regularly assigned Watch Commander and Assistant Watch Commander, he/she shall receive additional compensation of five dollars per hour for every hour he/she is so assigned. If the Airport Police Sergeant is transferred to another unit which results in performing duties and responsibilities unrelated to Watch Commander work, the member shall be ineligible to receive this additional compensation. This additional compensation shall be a pensionable amount paid as an “Adds to Pay”.
- B. The designation of a lead assignment shall be a Management prerogative and may occur at 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 Salary Note, however, is intended to deny the additional compensation specified above to an employee who has been assigned and has performed the lead assignment or acted as a Watch Commander in accordance with the provisions of this Salary Note and this MOU.

APPENDIX E—SALARY NOTES

Note 9 Salary Note Pay Requirements

In order to receive any additional compensation under Salary Notes 1 through 8 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 INTENT

MEMORANDUM OF UNDERSTANDING NO. 39

AIRPORT SUPERVISORY PEACE OFFICERS UNIT

INTERNAL AFFAIRS INVESTIGATIONS

Management and the Union agree to keep an employee who is the subject of an ongoing complaint investigation apprised of the investigation status when the investigation lasts longer than 90 calendar days from the initiation of the complaint.

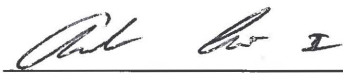
Management and the Union further recognize and agree that providing updates on complaints investigations affects all Airport Police Department personnel and is therefore most appropriately addressed through a Department policy and not in a Memorandum Of Understanding.

As such, Management agrees to develop a policy statement that requires Management to provide an update to employees under a complaint investigation that has been open for more than 90 calendar days from the initiation of the complaint. Management further agrees to develop said policy statement no later than the end of the 2018 calendar year.

The policy statement shall be reviewed by Airport Supervisory Peace Officers Unit prior to its implementation by Management. Management will endeavor to address any concerns raised by the Association, but retains the sole Management Right to implement the policy as it sees fit.

This Letter Of Intent shall not be subject to the grievance procedure contained in this MOU nor be subject to arbitration.

FOR THE UNION:



Adonis Cutchlow
President, LAAPSA

8/24/18
Date

FOR THE DEPARTMENT:



Patrick Gannon
Executive Director, LAWA

8/24/18
Date

LETTER OF INTENT

MEMORANDUM OF UNDERSTANDING NO. 39

AIRPORT SUPERVISORY PEACE OFFICERS UNIT

BASE WAGE COMPENSATION

If Management enters into another MOU subsequent to the signing of this MOU with a City of Los Angeles bargaining unit comprised exclusively of sworn police personnel who operate under PC 830.1 whereby the percentage of base wage increase for all classes in the other MOU is greater than the percentage of base wage increase for all classes in MOU 39 during the term of this MOU, upon request by the Association, Management and the Association agree to discuss the possibility of increasing base wages for all classes represented in MOU 39 equal to the difference in the percentage of base wage increase with the other MOU.

Discussions and the results therein about base wages adjustments outlined above in this Letter Of Intent shall not be subject to impasse proceedings nor shall they be grievable or arbitrable.

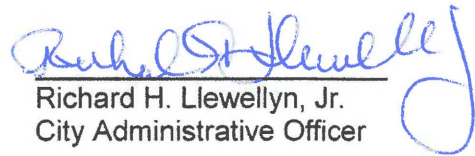
FOR THE UNION:



Adonis Cutchlow
President, LAAPSA

8/24/18
Date

FOR THE DEPARTMENT:



Richard H. Llewellyn, Jr.
City Administrative Officer

8/24/18
Date

LETTER OF INTENT
MEMORANDUM OF UNDERSTANDING NO. 39
AIRPORT SUPERVISORY PEACE OFFICERS UNIT
AIRFIELD BONUS

If, during the term of this MOU, the amount of additional compensation associated with Airfield Hazard Incentive pay or a similar type of additional compensation provided to police officers who perform similar work and in the same jurisdiction as Unit members, upon request by the Association, Management and Association agree to discuss the possibility of administering a similar type increase in compensation to Unit for the term of this MOU.

Discussions and the results therein about additional compensation outlined above in this Letter Of Intent shall not be subject to impasse proceedings nor shall they be grievable or arbitrable.

FOR THE UNION:




Adonis Cutchlow
President, LAAPSA

8/24/18

Date

FOR THE DEPARTMENT:



Richard H. Llewellyn, Jr.
City Administrative Officer

8/24/18

Date