

Memorandum of Understanding No. 25

**Jointly Submitted to the City Council
Regarding the
Police Officers, Captain and Above Representation Unit**

**This Memorandum of Understanding
made and entered into this**

17th day of December, 2014

By and Between

The City of Los Angeles

and

The Los Angeles Police Command Officers Association

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SECTION 1.0 GENERAL PROVISIONS

ARTICLE 1.1 RECOGNITION

- A. Pursuant to the provisions of the Employee Relations Ordinance of the City of Los Angeles and applicable State law, the Los Angeles Police Command Officers Association was certified on March 30, 1984, by the Employee Relations Board as the majority representative of City employees in the POLICE OFFICERS, CAPTAIN AND ABOVE REPRESENTATION UNIT (hereinafter referred to as "Unit") previously found to be appropriate by the Employee Relations Board.
- B. Management, (Mayor, City Council, Board of Police Commissioners, Chief of Police, City Administrative Officer) hereby recognizes the Los Angeles Police Command Officers Association (hereinafter referred to as "Association") as the exclusive representative of the employees in said Unit, subject to the right of an employee to self representation. The term "employee(s)" or "member(s)" as used herein, shall refer only to employees in the classifications listed in Appendix A, as well as such classes as may be added hereafter to the Association by the Employee Relations Board.
- C. The Los Angeles Police Protective League is hereinafter referred to as "League."
- D. The Los Angeles Police Relief Association is hereinafter referred to as "Police Relief."

ARTICLE 1.2 TERM

The term of this Memorandum of Understanding (MOU) shall commence on the date when the terms and conditions of its effectiveness, as set forth in Article 1.4, Implementation of Memorandum of Understanding, are fully met, but in no event shall said MOU become operative prior to 0001 on July 1, 2014. This MOU shall expire and otherwise be fully terminated at 2400 on September 30, 2015.

ARTICLE 1.3 CALENDAR FOR SUCCESSOR MEMORANDUM OF UNDERSTANDING

- A. In the event the Association or Management desires a successor MOU, said party shall serve upon the other during the period from April 1, 2015, through June 30, 2015, its request for such successor MOU.
- B. Meet and confer sessions shall begin by mutual agreement of both parties.

ARTICLE 1.4 IMPLEMENTATION OF MEMORANDUM OF UNDERSTANDING

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

1. The Association has notified the City Administrative Officer in writing that it has approved this MOU in its entirety; and
2. The City Council has approved this MOU in its entirety in the manner required by law.

ARTICLE 1.5 PARTIES TO MEMORANDUM OF UNDERSTANDING

This MOU is entered by the City Administrative Officer, as authorized management representative of the City Council, the authorized management representatives of the Police Department, and authorized representatives of the Association, as the exclusive recognized employee organization for the Unit.

ARTICLE 1.6 OBLIGATION TO SUPPORT

The Association and Management agree that prior to the implementation of this MOU and during the period of time it is being considered by the Mayor, City Council, Council Committees, and the Police Commission for action, neither the Association nor Management, nor their authorized representatives, will appear before the Mayor, City Council, Council Committees or the Police Commission, nor meet with the Mayor, members of the City Council or members of the Police Commission individually to advocate any addition or deletion to the terms and conditions of this MOU. However, this Article shall not preclude the parties from appearing before the Mayor, City Council, Council Committees or Police Commission to advocate or urge the adoption and approval of this MOU.

ARTICLE 1.7 PROVISIONS OF LAW AND SEPARABILITY

This MOU is subject to all current and future applicable Federal, State, and local laws, the City Charter, and any lawful rules and regulations enacted by the Civil Service Commission, or other similar independent commission of the City. If any Article, part, or provision of this MOU is in conflict or inconsistent with such applicable provisions of Federal, State, or local laws, or the Charter of the City of Los Angeles or is otherwise held to be invalid or unenforceable by any court of competent jurisdiction, said Article, part, or provision shall be suspended and superseded by such applicable law or regulations, and the remainder of this MOU shall not be affected thereby.

ARTICLE 1.8 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, it is the exclusive right of City management to determine the mission of its constituent departments, offices, and boards, set standards of services to be offered to the public, and exercise control and discretion over the City's organization and operations. It is also the exclusive right of City management to take disciplinary action for proper cause, relieve City employees from duty because of lack of work or other legitimate reasons and determine the methods, means and personnel by which the City's operations are to be conducted and to take all necessary actions to maintain uninterrupted service to the community and carry out its mission in emergencies; provided, however, that the exercise of these rights does not preclude employees or their representatives from consulting or grieving about the practical consequences that decisions on these matters may have on wages, hours, and other terms and conditions of employment.
- B. The Chief of Police has the authority to transfer and assign employees of the Department. Such transfers and assignments are not grievable and are not arbitrable regardless of the reason for the transfer.
- C. Nothing contained in this Article shall be deemed to amend the Articles in Section 7.0.
- D. The City agrees that there will be no mandatory furloughs of Unit members during the term of the MOU.

ARTICLE 1.9 CITY - ASSOCIATION RELATIONSHIP

- A. Continuity of Service to the Public

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

- B. Mutual Pledge of Accord

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

It is the purpose of this MOU to promote and ensure harmonious relations, cooperation and understanding between the City and the employees represented by

the Association and to establish and maintain proper standards of wages, hours and other terms or 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 Mutual Pledge of Accord, the City stipulates that there shall be no lockout, or the equivalent, of members of the Association, and the Association and its members stipulate that there shall be no strike resulting in the withholding of service by the members during the term of this MOU as set forth in Article 1.2. Should such a strike or action by Association members occur, the Association shall immediately instruct its members to return to work. If they do not report to work immediately upon instructions of the Association, they shall be deemed to have forfeited their rights under this MOU.

The provisions of the above 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 SECURITY/EMPLOYEE RELATIONS

ARTICLE 2.1 ACTIONS BY THE EMPLOYEE RELATIONS BOARD

Should any action(s) by the Employee Relations Board prior to the expiration of this MOU result in any significant changes to the composition of this Unit, Management and the Association will meet as soon as possible to consider any revisions or amendments thereto that may be required to ensure that the interests of newly acquired members to this Association are protected.

ARTICLE 2.2 BULLETIN BOARDS

- A. The Police Department shall provide bulletin board space at each work location which may be used by the Association for the following purposes:
1. Notices of Association meetings.
 2. Notices of Association elections and their results.
 3. Notices of Association recreational and social events.
 4. Notices of official Association business.
 5. Any other written material which has received the prior approval of the Department Management representative.

- B. All notices prior to being posted shall be submitted to the designated representative of Management for posting within twenty-four hours of submission.
- C. The Association representative shall place a removal date on all material to be posted.

ARTICLE 2.3 UNIT MEMBERSHIP LIST

Management will provide the Association in writing, within ninety days from the effective date of this MOU and each ninety days thereafter, an alphabetized list of members subject to this MOU, which shall include each employee's name, employee number, class title, and location by Division, as applicable.

ARTICLE 2.4 USE OF CITY FACILITIES

- A. The Association may use City facilities with prior approval for the purpose of holding meetings to the extent that such facilities are made available to the public, and to the extent that such use of the facility will not interfere with normal departmental operations. With the prior approval of the Area commanding officer, roll call rooms may be made available for Association meetings. Participating employees will attend said meetings on their own time.
- B. If the use of a facility requires a fee for rental or special set-up, security, and/or cleanup service, the Association will provide or assume the cost of such service(s) or facility.

ARTICLE 2.5 MANAGEMENT/ASSOCIATION MEETINGS

Meetings at reasonable intervals may be scheduled at the request of the President of the Association or the authorized representatives of the City Council and/or Police Department for the purpose of informally discussing potential employer/employee relations issues.

ARTICLE 2.6 PAYROLL DEDUCTIONS AND DUES

- A. During the term of this MOU, Association dues and such other deductions as may be properly requested and lawfully permitted will be deducted by the City Controller biweekly in twenty-four increments annually from the salary of each member in the Association who files with the City Controller a written authorization that such deductions be made.
- B. Remittance of the aggregate amount of all dues and other proper deductions made from the salaries of members covered hereunder shall be made to the Association by the City Controller within thirty working days after the conclusion of the month in which said dues and/or deductions were deducted.

- C. A fee of nine cents (\$.09) per deduction shall be assessed by the City Controller for the processing of each payroll deduction taken. The City Controller will deduct the aggregate amount of said fees on a biweekly basis.

SECTION 3.0 ON THE JOB

ARTICLE 3.1 PERSONNEL FOLDERS

- A. Review of Personnel Folder

An employee shall be entitled to review the contents of the employee's official departmental personnel folder at reasonable intervals, upon request, during hours when the Records Unit of Personnel Division is normally open for business. Such review shall not interfere with the normal business of the Department.

- B. Obtaining Copies of Documents in Personnel Folder

1. In all cases where an employee wishes to obtain copies of documents in the employee's official departmental personnel folder, the employee shall adhere to the procedure set forth below. The employee shall bear the cost of having such copies made. Such cost shall be calculated pursuant to Administrative Code Section 12.40.
2. Notwithstanding Paragraph 1 above, an employee shall be provided a copy of documents, free of charge, before such documents are forwarded for inclusion in the departmental personnel package. Prior to forwarding documents for inclusion in the departmental personnel folder, the employee should initial or sign the documents and be provided a copy. If the employee refuses to sign a document, the word "Refused" should be written by a supervisor, and the date and supervisor's name should be noted on the document.

Note: This is intended to apply to documents such as Performance Evaluation Reports, commendations, etc. It is not intended to apply to documents such as the Form General 41 that are completed for payroll, adjustments in anniversary dates, vacation, etc., or notes and documents in support of such changes. Any question as to an employee's entitlement to a copy of a document free of charge shall be resolved by the Commanding Officer, Personnel Division, whose decision shall be final.

3. Procedure:
 - a. The employee shall submit a written request to the Records Unit, Personnel Division, indicating the specific documents to be copied and the number of copies desired of each document. At the employee's option, the employee may include a telephone number

where the employee can receive notification if it is determined the request will take more than three working days to complete.

- b. Records Unit personnel shall have a minimum of three working days following receipt of the request to complete the work, but may require a longer period of time if extensive copying is requested.
- c. If an employee believes the request is of an emergency nature and should be processed immediately, the employee shall state this in writing. The Commanding Officer of Personnel Division shall make the final determination of whether or not the request is of an emergency nature. In making such a determination, consideration shall be given to the purpose or use of the copies requested, the availability of staff to complete the request, and other work pending of a priority nature.

ARTICLE 3.2 UNIFORM AND COMMUNITY OUTREACH ALLOWANCES

- A. The City will provide the cash payments specified below. The payment will cover the cost of uniform replacement, maintenance and other professional expenses.

\$1,500 in July 2015 for Fiscal Year 2014/15.

- B. Whenever an Association member leaves City service for any reason during a fiscal year, the annual uniform allowance will be prorated by 1/12 for each month of service, with any time worked or paid in any month qualifying for reimbursement.
- C. During the fiscal year in which an employee is promoted to captain, such employee may only receive one uniform allowance. An employee promoted to captain prior to April 1 shall receive such allowance pursuant to this MOU. An employee promoted to captain on or after April 1 shall receive such allowance pursuant to the MOU for Police Officers, Lieutenant and Below Representation Unit.
- D. The City will provide a cash payment of \$600 in January 2015 to any employee who is on active duty status during Pay Period 14 (12/28/14 to 1/10/15). This payment is intended to offset costs incurred by Unit members for purposes of community outreach.
- E. The above allowances shall be subject to both State and federal taxation.

ARTICLE 3.3 A DRUG-FREE WORK PLACE

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. All members of the Police Department must be willing to accept a random drug test program as yet another test in which the police officer is held to a higher standard than others in society.

An employee who voluntarily apprises the Department of an addiction or other 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 and the Employee Assistance Program (Article 6.14). The Department will take steps necessary 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.

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:

- On his or her own initiative;
- 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
- 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.

SECTION 4.0 WORK SCHEDULE

In each 28-day deployment period, every Unit member shall be scheduled to work eighteen (18) days and shall receive ten (10) regular days off. The ten (10) regular days off are in addition to any holidays, vacation days or other leave that is authorized.

ARTICLE 4.1 SALARY STATUS

All Unit members shall be salaried employees in accordance with the provisions of the Fair Labor Standards Act (FLSA).

- A. Notwithstanding any provisions of the Los Angeles Administrative Code, this MOU, or Police Department rules and regulations to the contrary, Unit members shall not be required to record any specific hours of work for compensation purposes, although hours may be recorded for other purposes. Unit members shall be paid the predetermined salary for each bi-weekly pay period as indicated in the attached Appendices. They shall not be subject to deductions from salary or leave banks for absences from work for less than a full workday. This provision applies to occasional partial day absences from work which are authorized by the

commanding officer in accordance with LAPD Manual 3/230.30 and 3/230.90. This provision does not apply to long term or recurring absences.

- B. Employees shall not receive overtime compensation except as otherwise provided in Article 4.2. The Chief of Police may grant employees time off for excess hours worked due to unusual situations (such time off shall not be granted on an hour per hour basis).
- C. In accordance with the revised Department of Labor regulations pertaining to disciplinary suspensions of FLSA exempt employees issued in 2004, employees of this Unit shall not be subject to disciplinary suspension for less than a workweek unless imposed in good faith for misconduct pursuant to a written policy applicable to all employees, and shall not receive supplemental compensation except as provided for in Articles 4.2 and 5.2.

ARTICLE 4.2 UNUSUAL DUTY AND HOLIDAY COMPENSATION

In the event that a captain or commander is ordered to work on the employee's scheduled day off, regular holiday or vacation day because of a declared natural disaster, emergency or mobilization, he/she shall be compensated in cash at the straight time rate for all hours worked, provided the City is reimbursed by the State and/or Federal Government.

Any Unit member who reports for duty on any of the following days shall receive a payment of \$250. However, an employee shall not be entitled to receive this payment if he/she is compensated in accordance with the paragraph above.

- New Year's Day
- Easter
- Memorial Day
- Independence Day
- Labor Day
- Veteran's Day
- Thanksgiving Day
- Christmas Eve
- Christmas Day
- New Year's Eve

In the event that a captain or commander is ordered to work on a prescheduled vacation day(s), it shall be the employee's option to remain on vacation status and receive straight time, in addition to vacation pay or return to regular duty status. In the event the employee returns to regular duty status, the Department is under no obligation to reschedule the vacation during the current calendar year but may do so, pursuant to Manual Section 3/726.70, if it does not impact the ability to maintain adequate deployment at all levels of rank.

ARTICLE 4.3 OVERTIME

- A. Any employee, who, upon promotion to captain, has an accumulated overtime balance shall be compensated, in cash, for such overtime. Such compensation shall be at the rate of compensation prior to promotion.
- B. In the case of death of an employee who at the time of death has overtime compensation due, such compensation shall be in the form of cash at the salary rate current at the time of said employee's death, to the employee's estate or any other person legally entitled under the law of the State of California.
- C. As used in this Article, "accumulated overtime" shall mean overtime due according to the City Controller's records.

SECTION 5.0 COMPENSATION

ARTICLE 5.1 SALARIES

The salaries shown in the Appendices listed below will be operative on the following dates:

- Appendix A – Salary Schedule
- Appendix B – July 1, 2014
- Appendix C – January 25, 2015

ARTICLE 5.2 POST CERTIFICATE AND TRAINING BONUS

An employee covered by this MOU shall receive a Peace Officer Standards and Training (POST) bonus as follows:

- A. **Command Officer POST Bonus** – The one percent (1%) bonus for POST in-service training will continue through January 24, 2015. The Command Officer bonus is pension based.

Effective January 25, 2015, the one percent (1%) bonus for POST in-service training will be eliminated, and one percent (1%) will be added to the regular salary of each salary schedule in Appendix B of this MOU.

- B. **Continuing Education Bonus (CEB)** – The one percent (1%) bonus for Continuing Education will continue through January 24, 2015. The Continuing Education bonus is pension based.

Effective January 25, 2015, the one percent (1%) bonus for Continuing Education will be eliminated, and one percent (1%) will be added to the regular salary of each salary schedule in Appendix B of this MOU.

ARTICLE 5.3 SALARY PROGRESSION

Advancement in the salary rate of Unit members shall be made automatically step by step after each year of service based on the date the employee is initially promoted to captain. Such advancement shall occur at the beginning of the pay period in which the anniversary date falls, and continue to the maximum step rate within the salary schedule prescribed for the member's class and pay grade, subject to the provisions of Article 5.5.

ARTICLE 5.4 SALARY ADVANCEMENT UPON PROMOTION OR ASSIGNMENT TO A HIGHER PAY GRADE

A Unit member promoted to a higher class or assigned to a higher pay grade within the class to which he/she was appointed shall be advanced to the lowest rate of the salary schedule for the higher class or pay grade which provides at least a five (5) percent increase over the rate received in the former position. If the employee is entitled to a step advancement on the same day as such promotion or assignment, the step advancement shall be considered to have occurred prior to such promotion or assignment.

Note: For purposes of this Article, salary rate comparisons for any employee promoting from the rank of lieutenant to the rank of captain shall be made based on the hourly base rate of the prior position and the hourly base rate of the new position, including non-hazardous duty incentives applicable to both the lieutenant position and the captain position. Salary rate comparisons for all other promotions and assignments to higher pay grades shall be made based on the hourly base rate of the prior position and the hourly base rate of the new position, exclusive of all bonus or incentive compensation.

ARTICLE 5.5 SALARY RATE UPON ASSIGNMENT TO A LOWER PAY GRADE WITHIN A JOB CLASS

A. Notification

Whenever a Unit member is reassigned to a lower pay grade, the employee shall be given a thirty-day notice prior to loss of pay. The reasons for the reassignment shall be discussed with the employee by the Deputy Chief II in the employee's chain of command or by the Chief of Police, as appropriate. Nothing in this Article shall preclude the Chief of Police from reassigning such employee prior to loss of pay.

B. Salary Rate Upon Assignment to a Lower Pay Grade

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

ARTICLE 5.6 RETROACTIVE SALARY PROVISIONS

The salary step of an employee will be adjusted and re-computed, if necessary, pursuant to the provisions of any retroactive salary provided for by the Council.

ARTICLE 5.7 EFFECTIVE DATES OF PAY INCREASES AND DECREASES

When anniversary dates for step raises fall within a payroll period, the pay increase shall be effective at the beginning of the payroll period within which the date falls. In the event pay is decreased within a payroll period, the decrease shall be effective at the beginning of the following payroll period.

ARTICLE 5.8 ASSIGNMENT TO HIGHER LEVEL POSITION

To assure the continuity of police services, Unit members from a lower civil service rank or lower paygrade position may be temporarily deployed to a position normally assigned to employees in a higher civil service rank or paygrade. Employees so assigned on or after January 1, 2015, shall continue to receive compensation at the salary level held prior to the temporary assignment for the first 56 days (2 DPs). At the conclusion of the initial 56-day period, employees who continue to be assigned to the higher level position shall receive additional compensation at 2.75% of his/her regular base pay for each day so assigned. Such compensation shall be pension based.

ARTICLE 6.0 BENEFITS

ARTICLE 6.1 VACATIONS AND VACATION PAY

- A. Each employee shall be entitled to 120 hours of vacation annually with full pay. Each employee, upon completion of ten years of service in the aggregate, shall be entitled to 192 hours vacation annually with full pay. Each employee, upon completion of thirty years of service in the aggregate shall be entitled to 200 hours vacation annually with full pay. On January 1 of each year, vacation time accrued during the previous year shall be credited to each employee.

Note: The accrual of vacation time is referred to in terms of hours for payroll purposes only, and does not affect the salaried status of Unit members as specified in Article 4.1.

- B. Each employee shall be permitted to defer vacation, thereby accumulating unused vacation time to total not more than the equivalent of three (3) years of vacation credit.
- C. Any vacation hours accumulated over and above the maximum allowed shall be waived and will automatically be deposited in the Police catastrophic illness or injury time bank.

- D. In the event any employee becomes separated from the service of the Department by reason of resignation, discharge, 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.
- E. The City Controller shall keep a record of vacation time balance based on Police Department records and shall advise employees on their paycheck of their balance biweekly.

ARTICLE 6.2 HOLIDAYS

Each Unit member shall receive thirteen days off in lieu of holidays during each calendar year.

Notwithstanding the above paragraph, whenever a special holiday is declared by proclamation of the Mayor with Council concurrence, the Chief of Police is hereby authorized to grant each member a day off with full pay. Such day off may be allowed either on the same day that is declared a special holiday by the Mayor and the Council or on any subsequent day at the discretion of the Chief of Police.

ARTICLE 6.3 SICK LEAVE ACCRUAL

Every employee shall be entitled to sick leave with full pay as herein provided if compelled to be absent from work on account of any illness or injury. Such sick leave shall be allowed as follows:

- A. During the calendar year in which the employee is appointed and during each subsequent calendar year, the employee shall be allowed sick leave not to exceed 96 hours at full pay, 40 hours at 75% of full pay, and 40 hours at 50% of full pay, plus the hours of sick leave accrued and accumulated in the manner set forth herein below. As used in this Article, the term "calendar year" shall mean the period commencing on the first day of the payroll period during which January 1st occurs and ending on the day immediately preceding the first day of the payroll period during which the next succeeding January 1st occurs.

Note: The accrual of sick time is referred to in terms of hours for payroll purposes only, and does not affect the salaried status of Unit members as specified in Article 4.1.

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

ARTICLE 6.4 SICK LEAVE USAGE

- A. In all cases where an employee is compelled to be absent from duty on account of such illness, as defined in Article 6.3 above, or pregnancy (to the extent allowed by law), the employee shall report the same as soon as practicable to the Department. The Department may require such employee to be examined by the Medical Services Division of the Personnel Department, which shall report its findings to the Department; provided that any employee who has used less than five days shall not be unreasonably subject to such mandatory examination.

- B. The Department may also require, to the extent the law and Paragraph A. above permit, that the employee provide proof from a medical doctor which shall include the necessity for the absence and prognosis of resolution of the condition. Failure to provide the proof of the necessity for the absence may result in the termination of the employee's sick benefits for the incident in question.

- C. Upon approval of the Department, any employee may be allowed sick leave with full pay not to exceed an aggregate of 24 hours in any one calendar year, but not less than one hour at any one time, which shall be included in the allowance of sick leave at full pay under this Article for the purpose of securing preventive medical, dental, optical or other like treatment or examination.

- D. Every female employee shall be entitled to use sick leave accrued pursuant to this Article if unable to work on account of her pregnancy, childbirth or related medical conditions.

ARTICLE 6.5 ACCUMULATED SICK LEAVE

- A. During the term of this MOU, any unused balance of an employee's 100% sick leave bank remaining at the end of a calendar year shall be carried over to the following calendar year. That bank may accumulate to a maximum of 800 hours. Any 100% sick leave remaining unused at the end of a calendar year, which, if added to an employee's accumulated 100% sick leave bank, will exceed 800 hours, shall, as soon as practicable be compensated in cash at the rate of 50% of the employee's current salary rate. The City retains the option to cash out some or all of the time in the excess sick time bank at any time. In the event the hours are not used by the member or cashed out by the City, the hours will be cashed out upon the member's retirement.

- B. If any employee becomes separated from the service of the Department by reason of retirement or death, any balance of accumulated 100% sick leave remaining unused at the time of separation shall be compensated to the employee, or in the event of separation due to the death of the employee, to the employee's estate, by cash payment of 50% of the employee's salary rate current at such date of separation. The City Council may, by resolution, authorize cash payment to the legal beneficiaries of an employee who suffers a duty-related death for the balance

of the employee's accumulated full-pay sick leave at 100% of the employee's salary rate on the date of his or her death. In no instance will an employee or an employee's estate be compensated more than once for accumulated sick leave upon retirement or death of the employee.

- C. Any unused balance of sick leave at 75% of full pay at the end of any calendar year and any unused balance of sick leave at 50% of full pay at the end of any calendar year shall be carried over and accumulated from one calendar year to the next to a maximum of 800 hours at 75% pay and 800 hours at 50% pay. All accrued sick leave at partial pay in excess of such maximum amounts shall be deemed waived and lost.

ARTICLE 6.6 FAMILY ILLNESS

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

1. Each employee who is absent from work by reason of the illness or injury of a member of the employee's immediate family and who has accrued any unused 100% sick leave shall be allowed a leave of absence with full pay not to exceed, in the aggregate, 12 days in any one calendar year. As used in this Article the term "calendar year" shall mean the period commencing on the first day of the payroll period during which January 1st occurs and ending on the day immediately preceding the first day of the payroll period during which the next January 1st occurs.
2. Each employee shall furnish, if required by the Chief of Police, satisfactory proof from a health care provider, which shall include the necessity for the absence and estimate of the time period the employee needs to care for the immediate family member.
3. The aggregate number of days of absence for which pay may be allowed under this Article shall be included in the number of days for which sick leave with full pay is allowed.
4. "Immediate family" shall include the father, mother, father-in-law, mother-in-law, brother, sister, spouse, child, stepparent, stepchild, foster child, grandchild or other minor dependent or any household member (any person residing in the immediate household of the employee at the time of illness or injury). The definition of "immediate family" shall include the domestic partner of an employee and the following relatives of an employee's domestic partner: child, grandchild, mother, father.

Any employee claiming a domestic partner for purposes of this Article shall complete a confidential affidavit to be filed in the Employee Benefits Office, Personnel Department, which shall be signed by the City employee and the

domestic partner, declaring the existence of a domestic partnership. No affidavit is required to secure family illness benefits arising from the illness or injury of a household member.

By extending to an employee the specific benefits defined by this Article, 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 members, or to any other person.

ARTICLE 6.7 BEREAVEMENT LEAVE

- A. Each member of this Unit shall be entitled to three days leave of absence with full pay for a death in the employee's immediate family. Any employee may, at the employee's option, choose to use up to two additional days of leave (or up to four additional days when out-of-state travel is required) in conjunction with any bereavement leave. Such additional days of leave shall be, in descending priority, compensatory time off or, if no compensatory time off is available for use, vacation leave or, if neither compensatory time off nor vacation leave is available for use, sick leave.
- B. Each employee shall furnish, if required by the Chief of Police, a death certificate or other satisfactory proof of the death to justify any bereavement leave.
- C. "Immediate family" shall include the father, father-in-law, mother, mother-in-law, brother, sister, spouse, child, stepparent, stepchild, foster child, grandparent, grandchild or any minor dependent or any household member (any member residing in the immediate household of the employee at the time of death). The definition of "immediate family" shall include the domestic partner of the employee and the following relatives of an employee's domestic partner: children, grandchild, mother, father. Simultaneous, multiple family deaths will be considered as one occurrence.

Any employee claiming a domestic partner for purposes of this Article shall complete a confidential affidavit to be filed in the Employee Benefits Office, Personnel Department, which shall be signed by the City employee and the domestic partner, declaring existence of a domestic partnership. No affidavit is required to secure bereavement leave benefits arising from the death of a household member. By extending to an employee the specific benefits defined by this Article, 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 members, or to any other person.

ARTICLE 6.8 FAMILY AND MEDICAL LEAVE

A. Authorization for Leave

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 Article 6.6), upon the request of the employee or designation by Management in accordance with applicable Federal and State law, notwithstanding any other provisions of this MOU or the Los Angeles Administrative Code to the contrary.

Any employee may take leave under the provisions of this Article if the employee has a serious health condition that makes the employee unable to perform the functions of the employee's position.

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

Exception: Under the provisions of this Article, a pregnant employee may be eligible for up to four months (nine pay periods) for childbirth disability and up to an additional four months (nine pay periods) for purposes of bonding. (See Section D.1 and D.6 of this Article).

B. Definitions

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

4. **Child** means a biological, adopted, or foster child, a stepchild, a legal ward, or a child of a person standing *in loco parentis*, who is either under age 18, or age 18 or older and incapable of self-care because of a mental or physical disability.

C. Eligibility

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

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.

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

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

The time limitation for parents or domestic partners does not apply to leave taken by one employee to care for the other who is seriously ill or to care for a child with a serious health condition.

D. Conditions

1. **Pregnancy** – A leave for pregnant employees shall start at the beginning of the period of disability that a health care provider certifies as necessary. Leave for the non-disability portion of childbirth may be taken before or after delivery.

In accordance with Pregnancy Disability Leave 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. Pregnancy Disability Leave under the FEHA may be taken before or after the birth of the child, which shall run concurrently with pregnancy leave under the federal Family and Medical Leave Act of 1993, and must be concluded within one year of the child's birth.

Employees (either parent) are also eligible for family leave ("bonding") under the California Family Rights Act, which shall be limited to four months (nine pay periods) and must be concluded within one year of the child's birth or adoption. (The administration of such leave shall be in accordance with Section C.2. of this Article).

2. **Adoption** – The start of a family leave for adoption or foster care of a child shall begin on a date reasonably close to the date the child is placed in the custody of the employee. Leave may also be granted prior to the placement if an absence from work is required.
3. **Family Illness** – The start of a family leave for a serious health condition of a family member shall begin on the date requested by the employee or designated by Management.
4. **Employee's Own Illness** – The start of a leave for the employee's own serious health condition shall begin on the date requested by the employee or designated by Management.
5. A serious health condition is defined as an illness, injury, impairment, or physical or mental condition that involves any period of:
 - (a) Incapacity or treatment connected with in-patient care in a hospital, hospice or residential medical care facility; or
 - (b) Incapacity requiring an absence of greater than three days involving continuing treatment by or under the supervision of a health care provider; or
 - (c) Incapacity (or treatment therefrom) due to a chronic serious health condition; or
 - (d) Incapacity that is permanent or long-term due to a condition for which treatment may not be effective; or
 - (e) Absences to receive multiple treatments (including any period of recovery therefrom) by, or on referral by, a health care provider for a

condition that likely would result in incapacity or more than three consecutive days if left untreated; or

(f) Incapacity due to pregnancy or for prenatal care.

6. **Continuous/Intermittent Leave** – All leave granted under this Article shall normally be for a continuous period of time for each incident. However, 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 to accommodate recurring leave periods.

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

7. If any employee requires another leave for a separate incident under the provisions of this Article during the same 12-month period, a new request must be submitted.
8. A personal leave of absence beyond the four months leave provided in this Article may be requested, subject to the approval of the appointing authority and, if required, the Personnel Department, as provided under other City leave provisions.
9. Management has the right to request and verify the medical certification of a serious health condition by a health care provider. Management shall allow employees at least 15 calendar days to obtain the medical certification.
10. Upon return from family or medical leave, an employee shall be returned to his/her original job or to an equivalent job.

E. Notice Requirements

1. **Employee** - When an employee requests family or medical leave, he/she must state the reason for the requested leave (e.g., childbirth, to care for an immediate family member with a serious health condition, etc.). When the

necessity for a leave is foreseeable, the employee must provide at least 30 days notice. However, if the leave must begin in less than 30 days, the employee must provide as much advance notice as is practicable.

2. **Management** - In response to 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 shall also notify an employee if it designates leave, paid or unpaid, taken by the employee as family or medical leave-qualifying, regardless of whether or not the employee initiates a request to take family or medical leave.

F. Applicable Time Off

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

1. Childbirth (Mother)

- (a) Accrued sick leave (100%, 75%, 50%) 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 or after delivery – “bonding”) accrued vacation time off shall be used prior to the use of time under (c), (d) and (e) below.
- (c) Accrued sick leave; all 100% sick leave shall be used first, followed by the use of all 75% sick leave, followed by the use of all 50% sick leave. The use of sick leave under this subsection is at the employee's discretion.
- (d) Accrued compensatory time off may be used at the employee's discretion after exhaustion of 100% sick leave. In accordance with the final Department of Labor Regulations, which became effective January 16, 2009, and govern the federal Family and Medical Leave Act, any use of accrued compensatory time off under this Section shall be counted against the employee's annual family and medical leave entitlement.
- (e) Unpaid leave.

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

- (a) Annual family illness sick leave up to 12 days may be used at the employee's discretion. Such leave may be taken before or after the vacation time off described in (b) below.
- (b) Accrued vacation time off. Such time must be used prior to the use of time under (c), (d) and (e) below.
- (c) Accrued sick leave; all 100% sick leave shall be used first, followed by the use of all 75% sick leave, followed by the use of all 50% sick leave. The use of sick leave under this subsection is at the employee's discretion.
- (d) Accrued compensatory time off may be used at the employee's discretion after exhaustion of 100% sick leave. In accordance with the final Department of Labor Regulations, which became effective January 16, 2009, and govern the federal Family and Medical Leave Act, any use of accrued compensatory time off under this Section shall be counted against the employee's annual family and medical leave entitlement.
- (e) Unpaid leave.

3. Personal Medical Leave

- (a) Accrued sick leave (100%, 75%, 50%) 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. Such time must be used prior to the use of time under (c) and (d) below.
- (c) Accrued compensatory time off may be used at the employee's discretion after exhaustion of 100% sick leave. In accordance with the final Department of Labor Regulations, which became effective January 16, 2009, and govern the federal Family and Medical Leave Act, any use of accrued compensatory time off under this Section shall be counted against the employee's annual family and medical leave entitlement.
- (d) Unpaid leave.

G. Sick Leave Rate of Pay During Family Leave

Payment for sick leave usage under Sections F.1., 2. and 3. shall be at the regular accrued rate of 100%, 75% or 50%, as appropriate.

H. Monitoring

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

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

ARTICLE 6.9 HEALTH INSURANCE

- A. Management will provide a monthly subsidy toward the cost of any one of the following health plans for employees in this Unit:
1. Police Blue Cross/Prudent Buyer
 2. Police Kaiser
 3. Police Blue Cross/California Care
 4. L.A. City-sponsored plans
 5. Any other plan submitted by the League and approved by the City for which an employee is eligible.
- B. The monthly health subsidy will increase for employees in this Unit as follows:
1. Operative July 1, 2014, management will provide a monthly subsidy not to exceed \$1,169.24 per month.
 2. Operative July 1, 2015, management will provide a monthly subsidy not to exceed \$1,227.70.
- C. The City will apply this sum first to the employee's coverage. The amount to be applied to the employee-only coverage will be the actual amount required, but not to exceed \$749.12 per month for Fiscal Year 2014-15 and \$824.04 for Fiscal Year 2015-16. Any remaining balance will be applied toward the coverage of the employee's dependents under the plan.
- D. Management will provide continuation of the above medical plan subsidies toward the cost of health plan premiums for the spouse, domestic partner, and any minor dependents of any employee killed in the line of duty or who dies from a duty-related injury after July 1, 1985, while on active payroll status. This coverage shall

cease for minor dependents when they reach the age of 18 years, or 25 years if unmarried and attending an accredited school on a full-time basis. However, coverage will continue for a disabled child of the employee if the child remains unmarried, was dependent on the employee for financial support, and was disabled before age 18.

- E. Health plan subsidy provisions not covered in this Article will be administered in accordance with applicable sections of the Los Angeles Administrative Code.
- F. The City will retain all duties and responsibilities it has had for the administration of the City's Health Plans.
- G. The City will expend the above-noted funds only for those employees who enroll in a plan and are on active payroll status with the City. The City retains all rights to any unused funds, which may be allocated for the purpose of implementing this Article.
- H. The parties hereby agree that either the City or the Association has the option to reopen this Article at any time upon written notice to the other party to discuss the health insurance plan administration and benefits.
- I. Any Unit member who can prove health insurance coverage under a spouse or domestic partner with an adequate plan, may opt out of health insurance coverage as provided by this Article, and receive a sum of \$100 monthly which is not to be considered wages. To be eligible for this opt-out benefit, the member must comply with the rules and procedures established by the Personnel Department.
- J. Health Plan Subsidy - Domestic Partners
 - 1. Operative July 1, 1994, the definition of a dependent shall include the domestic partner of an employee and the dependents of such domestic partner.
 - 2. Any employee claiming a domestic partner and/or the dependents of such domestic partner for purposes of this Article shall complete a confidential affidavit to be filed in the Employee Benefits Office, Personnel Department, which shall be signed by the City employee and the domestic partner, declaring the existence of a domestic partnership.
 - 3. 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 to the dependents of such domestic partner.

K. Health Plan Subsidy - Retirees

1. For those members of this Unit who retire after July 1, 1988, such members shall receive the following benefit based upon years of service, age, and pension:

a. Basic Benefit: The following benefit and eligibility requirements pertain to all members who retired after July 1, 1988, on a service pension unless applicable eligibility requirements have been changed or the benefit improved in Paragraphs b. or c. below:

<u>Years of Service</u>	<u>Benefit</u>
20 - 24	\$ 75 per month
25 - 29	\$150 per month
30 & over	\$225 per month

<u>Pension Plan</u>	<u>Age for Subsidy Eligibility</u>
Articles 17 & 18	58
Article 35	55

b. Eligibility Expansion: Members of this Unit who retire after July 1, 1994, with either a service or a service-connected disability pension shall be eligible for the retiree health plan subsidy at age 55, upon the effective date of the enabling ordinance.

c. Benefit Improvement: Members of this Unit who retire after July 1, 1996, with either a service or a service-connected disability pension shall receive the following benefit at age 55:

<u>Years of Service</u>	<u>Benefit</u>
20 - 24	\$150 per month
25 - 29	\$225 per month
30 & over	\$300 per month

2. This benefit subsidy amount shall not in any case exceed the cost of the health plan option selected by the retiree.

3. To receive this subsidy, the retiree must be in a City-approved health plan and cannot receive this subsidy if such retiree, after retirement from the Police Department, has accepted a City job and is receiving a City health insurance subsidy through that job.

4. The subsidy for retirees shall be administered through the Pension Department and will be governed by the rules and regulations of the City health insurance plan subsidy for active employees. The benefits provided herein do not affect or repeal any other benefit provided for retirees. See, e.g., Los Angeles Administrative Code Section 4.1150, et seq.
5. The benefit will begin in the first month after adoption of the enabling Ordinance and the dollar subsidy will not be retroactive.
6. The parties agree that any change in this benefit must first be negotiated by the City and the Association as part of the meet and confer process and any change made through any other process shall not be recognized by the City.
7. The parties agree to implement a cash in-lieu of health insurance subsidy on a reimbursement basis for retired sworn members who reside in an area where they cannot access a City sponsored or approved Managed Care Health Plans (HMO). Details for plan administration need to be worked out prior to implementation. The effective date of this program will be when the parties have completed all necessary procedures to effect this benefit. This benefit is not retroactive.

ARTICLE 6.10 DENTAL INSURANCE

- A. Management will provide continuation of the dental subsidy for the spouse, domestic partner, and any minor dependents of any employee killed in the line of duty or who dies from a duty-related injury after July 1, 1985, while on active payroll status. This coverage shall cease for minor dependents when they reach the age of 18 years, or 25 years if unmarried and attending an accredited school on a full-time basis. However, coverage will continue for a disabled child of the employee if the child remains unmarried, was dependent on the employee for financial support, and was disabled prior to age 18.
- B. Operative July 1, 2014, the City will expend a maximum of \$76 per month for employees enrolled in the League-sponsored dental plan. Operative July 1, 2015, this amount will increase to \$78.

Operative July 1, 2014, the City will expend a maximum of \$72.80 per month for employees enrolled in any of the following dental plans. Operative July 1, 2015, this amount will increase to \$78.

1. Police Relief Association self-insured Dental Insurance Plan
2. Any other plan submitted to and approved by Management for which an employee is eligible.
3. L.A. City-sponsored plans

- C. In the event the monthly Delta Dental single-party rate decreases at any time, such decrease shall not result in a reduction of the City's dental subsidy.
- D. The City will apply this contribution first to the employee's coverage. Any remaining balance will be applied toward the coverage of the employee's dependents under the same plan.
- E. The City subsidy for employees who enroll in any of the above dental plans will be applied toward plan premiums scheduled for payroll deduction in the first payroll period following the employee's enrollment.
- F. Employees who are enrolled in more than one of the dental plans for which a subsidy is provided may only receive one subsidy. If the employee was receiving a subsidy on July 1, 1985, the employee will continue to receive the subsidy for that dental plan, unless the employee submits a new payroll deduction card.
- G. The City will expend the above-noted funds only for those employees who enroll in said plans and remain on active payroll status with the City. The City retains all rights to any unused funds, which may be allocated for the purpose of implementing this Article.
- H. For those employees enrolled in any plan, other than the City-sponsored plan, who authorize the City Controller to cover any additional costs of the plan, the City will remit to the sponsor of the plan a separate amount and an appropriate deduction list at an address to be specified by the sponsor.
- I. The City is not responsible for nor expected to provide any additional accounting, administrative bookkeeping, clerical or other services except as provided for in the above paragraphs. The Association assumes all responsibility for any services, which may arise out of the administration of any plan.
- J. The Association shall indemnify, defend and hold the City harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or result from any action taken by the City for purposes of complying with this Article, or by failure of the League/Association/Police Relief or any of the dental carriers to provide the coverage and services agreed to between the sponsors and the carriers.
- K. The City will retain all duties and responsibilities it has had for the administration of the City Dental Insurance Plan.
- L. Dental Plan Subsidy - Domestic Partners
 - 1. Operative July 1, 1994, the definition of a dependent shall include the domestic partner of an employee and the dependents of such domestic partner.

2. Any employee claiming a domestic partner and/or the dependents of such domestic partner for purposes of this Article shall complete a confidential affidavit to be filed in the Employee Benefits Office, Personnel Department, which shall be signed by the City employee and the domestic partner, declaring the existence of a domestic partnership.
3. 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 to the dependents of such domestic partner.

ARTICLE 6.11 HEALTH AND DENTAL SUBSIDY DURING FAMILY AND MEDICAL LEAVE

Employees shall be eligible for continued health and dental subsidies while on a Family or Medical Leave, under the provisions of Article 6.8 of this MOU. However, for any unpaid portion of Family or Medical Leave, health and/or dental subsidies shall be continued for a maximum of nine (9) pay periods. The continuation of the medical and dental plan subsidies will be provided only under the following conditions:

1. The employee shall have been enrolled in a medical plan listed in Section 6.9 paragraph A and a dental plan listed in Section 6.10 paragraph B prior to the beginning of the leave.
2. The City will not continue the subsidy if the employee is covered under a medical or dental plan not listed in Section 6.9 paragraph A and Section 6.10 paragraph B respectively.
3. The continuance of the medical and dental plan subsidy shall include coverage of any new dependent.

ARTICLE 6.12 LIFE INSURANCE

- A. During the term of this MOU, the City shall expend \$25 per month toward the cost of a League or Police Relief sponsored Life Insurance Program. Enrollment shall be available to all employees regardless of League/Association membership or affiliation.
- B. Management will provide continuation of the above Life Insurance Program subsidy toward a life insurance policy issued on the life of the spouse or domestic partner of any officer killed in the line of duty after July 1, 1985, provided such policy is issued through the League or Police Relief. Such policy shall name the minor children of said officer as beneficiaries. This subsidy shall be provided only if such employee had a life insurance policy in effect through the League or Police Relief at the time of his or her death.

Note: The above benefit was extended to include a domestic partner after July 1, 1994.

- C. In order for a domestic partner to be eligible for the continuation of life insurance subsidy, a confidential affidavit shall have been filed with the Employee Benefits Office, Personnel Department, signed by the City employee and the domestic partner, declaring the existence of a domestic partnership. By extending to an employee the specific benefits defined by this Article, the City does not intend to confer or imply any other unspecified benefits to such employee, or to the employee's partner, or to the dependents of such domestic partner.
- D. Dependents who have reached their eighteenth birthday and are not full time students are not eligible for coverage.
- E. Dependent children may remain beneficiaries of the above policy up to the age of 21 if unmarried and attending an accredited school on a full-time basis.
- F. The City will expend the above-noted funds only for those employees who enroll in a plan and remain on active payroll status with the City.

The City retains all rights to any unused funds, which may be allocated for the purpose of implementing this Section.

- G. The City will provide the subsidy for the League or Police Relief plan in twenty-four biweekly increments annually. The City will remit to the League or Police Relief an aggregate amount equal to the sum of the subsidy paid for those employees enrolled in said plans who are on active payroll status, together with a list of those employees who qualify for the subsidy during each payroll period. Remittance of this aggregate amount will be made within thirty working days after the conclusion of the payroll period in which the subsidy was paid.
- H. For those employees enrolled in the plan who authorize the City Controller to make a payroll deduction to cover an additional cost of said life insurance plan, the City will remit to the League or Police Relief a separate amount and appropriate deduction list in accordance with established policy and procedures.
- I. The City is not responsible for nor expected to provide any additional accounting, administrative bookkeeping, clerical or other services except as provided for in the above paragraphs. The League/Police Relief assumes all responsibility for any services, which may arise out of the administration of the life insurance plan.
- J. The Association shall hold the City harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or result from any action taken by the City for purposes of complying with this Article, or by failure of the

Association/League/Police Relief or its life insurance carrier to provide the coverage and services agreed to between the League or Police Relief and the carrier.

ARTICLE 6.13 INJURED ON DUTY PAY

Disability claims shall be paid as provided for in Administrative Code Section 4.177. In accordance with *Andersen v. Workers Compensation Appeals Board* (2007) 149 Cal. App. 4th 1369, employees may elect to use their accrued sick leave, accrued vacation time, or accumulated CTO to supplement the Workers Compensation State Rate benefit described in Administrative Code Section 4.177 in order to receive up to the equivalent of their regular salary. In accordance with Workers Compensation law, employees who are temporarily disabled and eligible for the State Rate benefit cannot use accrued leave or accumulated time off before, or instead of, receiving the State Rate benefit.

ARTICLE 6.14 EMPLOYEE ASSISTANCE PROGRAM

The League shall contract with a City-approved employee assistance service provider (EAP) to provide coverage to members of this Association. The City shall reimburse the League \$8,100 in February 2015 for the coverage provided to Association members for Fiscal Year 2014-15. Such provider shall employ qualified staff to provide family counseling services in the areas of: alcohol and substance abuse, juvenile delinquency, marital, legal, financial, or other problems. The method of treatment shall include: identification of problem, counseling, referral to appropriate service provider for extended counseling and/or treatment, and case follow-up.

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

The EAP service provider shall issue quarterly reports to the League and to the City in care of the Employee Benefits Section, Personnel Department.

In those instances where Management deems the best interest of an employee would be served, Management may refer such employee to the service provider.

If, in the City's, the League's or the Association's opinion, the EAP provider commits a major breach of any of the provisions of its agreement, the City may, at its discretion, discontinue further payments in support of the EAP. Reasons for discontinuing payments include, but are not limited to: (1) failure of the EAP provider to cooperate with the reasonable requests of City, League or Association representatives for information; (2) failure of the EAP provider to comply with the restrictions placed on its operations by this Agreement.

The Association shall indemnify, defend and hold harmless the City against all claims, demands, suits, including costs of suits and reasonable attorney fees, and/or other forms

of liability arising from the implementation of these provisions and the operation of the EAP.

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 partner, or to the dependents of such domestic partner.

Participation by an employee in this EAP in no way diminishes, restricts, or alters the authority or discretion of the Chief of Police in the imposition of disciplinary action.

The employee's participation in the program shall be on the employee's own time and shall not be considered hours worked.

ARTICLE 6.15 DEATH BENEFIT

Management will expend a sum not to exceed \$20,000 for funeral expenses only to the heirs of any Association member killed in the line of duty. This amount includes the amount already available for this purpose in accordance with California State Labor Code Section 4701.

ARTICLE 6.16 DEPENDENT CARE REIMBURSEMENT ACCOUNT

During the term of this MOU, Management agrees to maintain a Dependent Care Reimbursement Account (DCRA), qualified under Section 129 of the Internal Revenue Code, for active employees who are members of the Fire and Police Pension System, provided that sufficient enrollment of City employees is maintained to continue to make the account available. Enrollment in the DCRA is at the discretion of each employee. All contributions into the DCRA and related administrative fees shall be paid by employees who are enrolled in the plan. As a qualified Section 129 plan, the DCRA shall be administered according to the rules and regulations specified for such plans by the Internal Revenue Service. Since this benefit is subject to the Civilian Benefits Committee, the Association must abide by any policies of the Committee in management of DCRA.

ARTICLE 6.17 EXECUTIVE DEVELOPMENT FUND

The City will provide \$250,000 in February 2015 to be used exclusively for management training and tuition reimbursement for members of this Unit. The funds are to be used for programs specifically related to management, leadership or law enforcement. Expenditures of these funds must be approved by the Board of Directors of the Association prior to their use. The Board of Directors will also be responsible for maintaining a record of all expenditures which shall be subject to management audit.

ARTICLE 6.18 LONG-TERM CAREER/RETENTION LEAVE

A member of the Association who has completed twenty years of active service with the Department may, at their discretion, be awarded a one-time continuous leave of absence

of not more than thirty days without pay, for the purpose of participating in career enhancement education/development programs, or other related personal development undertaking. The Association and Management mutually agree that such long-term leave must be approved by the Chief of Police and may not adversely impact the operation or efficiency of the Department. Such member granted a leave under this Article shall, upon termination of such leave, return to a position at the same rank and pay grade. Under no circumstances may such leave be granted to any member who has stated an intention to retire, resign or otherwise leave the Department.

SECTION 7.0 GRIEVANCES

ARTICLE 7.1 DEFINITION

For the members covered by this MOU, the procedures in this Article supersede and amend the Employee Relations Ordinance concerning grievance procedures (Section 4.865 of the Los Angeles Administrative Code).

- A. A grievance is defined as any dispute concerning the interpretation or application of this written MOU or departmental rules and regulations governing personnel practices or working conditions applicable to members covered by this MOU, except as provided in Paragraph B below.

- B. A grievant is defined as any employee who is affected by a grievance as defined above, or the Association when the grievance, as defined above, may impact a class or group of employees.

ARTICLE 7.2 MATTERS NOT GRIEVABLE OR ARBITRABLE

- A. Matters which are not subject to this grievance procedure or to arbitration, include the following:
 - 1. An impasse in meeting and conferring.
 - 2. Transfers, assignments, promotions and promotional examinations, probationary terminations, and Employee Comment Sheets (comment cards). These matters are not grievable or arbitrable whether or not said matters involve discipline.
 - 3. Any other matter involving discipline.
 - 4. A determination of the fitness of an employee to carry a concealable firearm on or off duty.
 - 5. Failure to pass probation.
 - 6. Denial of a Permit for Outside Employment.

- B. These matters are to be dealt with solely by the following procedures:
1. Discipline for permanent employees who have successfully completed their probationary period shall be through Charter Section 1070.
 2. Transfer, assignment and promotion appeals by an administrative appeal.
 3. Promotional examinations by appeal to the Civil Service Commission.
 4. The fitness of an employee to carry a firearm may be appealed to the Chief of Police. If not satisfied at the Chief of Police level, an appeal may be made to the Police Commission, which is the final level of administrative appeal. An appeal pursuant to this provision shall be filed on an Administrative Appeal, Form 1.84. It shall be filed with the Chief of Staff when it is appealed to the Chief of Police.
 5. The denial of a Permit for Outside Employment may be appealed to the Chief of Police. If not satisfied at the Chief of Police level, an appeal may be made to the Police Commission, which is the final level of administrative appeal. An appeal pursuant to this provision shall be filed on an Administrative Appeal, Form 1.84. It shall be filed with the Employee Relations Administrator when it is appealed to the Chief of Police.
 6. Employee Comment Sheet (comment cards), Form 1.77, may be responded to on an Employee's Report, Form 15.7, within 30 days of the initial review. Any employee response shall be attached to the Employee Comment Sheet. (Manual Section 3/760.13).
- Note:** This does not waive the employee's right to contest, via the grievance procedure, the content of a comment card later used in a Performance Evaluation Report.
- C. Where a matter within the scope of this grievance procedure is alleged to be both a grievance and an Unfair Employee Relations Practice under the jurisdiction of the Employee Relations Board, the grievant may elect to pursue the matter either under the grievance procedure herein provided, or by action before the Employee Relations Board. Notwithstanding any contrary language in the Employee Relations Board's rules and regulations, the grievant's election of either procedure shall constitute a binding election of the remedy chosen and an absolute waiver of any alternative remedy.

ARTICLE 7.3 RESPONSIBILITIES AND RIGHTS

- A. No grievant shall lose the right to process a grievance because of management-imposed limitations in scheduling meetings.

- B. The grievant has the responsibility to discuss the grievance informally with the grievant's immediate supervisor. The immediate supervisor will, upon request of a grievant, discuss the grievance with the employee at a mutually satisfactory time. The grievant may be represented by a representative of the grievant's choice in the informal discussion with the grievant's immediate supervisor, and at all formal review levels, and shall be permitted the opportunity to present witnesses at all formal levels of review.
- C. Notwithstanding Paragraph B above, and Paragraph A.1. of Article 7.4, when an employee is grieving a Performance Evaluation Report completed by a supervisor from a previous assignment, the informal discussion shall be completed with the immediate supervisor in the division/bureau/office where the Performance Evaluation Report was completed. Any deviation from the provisions of this paragraph shall be approved by the Employee Relations Administrator.
- D. The grievant and the grievant's representative may have a reasonable amount of paid time off to present the grievance at each level of review. The grievant and the grievant's representative shall not be entitled to paid time off to investigate or prepare the grievance. A grievant may not be represented by a person who is not a member of this Unit unless he or she has the written permission of the Association.
- E. The time limits between steps of the grievance procedure provided herein may be extended by mutual agreement.
- F. Management shall notify the Association of any formal grievance filed that involves the interpretation and/or application of the provisions of this MOU, and a designated member of the Board of Directors of the Association shall have the right to be present at any formal grievance meeting concerning such a grievance. If the designated member elects to attend said grievance meeting, the member shall inform the administrative head of the Department, office or bureau of such intention. The Association is to be notified of the resolution of all other formal grievances.

ARTICLE 7.4 PROCEDURE

- A. The grievance procedure for employees covered by this MOU shall be as follows:
 - 1. Step 1 - Informal Discussion
 - a. The grievant shall discuss the grievance with the grievant's immediate supervisor on an informal basis in an effort to resolve the grievance and said grievance shall be considered waived if not so presented to the immediate supervisor within twenty calendar days following the day during which the event upon which the grievance is based

occurred. Said twenty calendar days may be waived by mutual consent of the parties involved.

- b. The immediate supervisor shall respond within twenty calendar days following meeting with the grievant. Failure of the immediate supervisor to respond within such time limit shall entitle the grievant to process the grievance at the next step.

2. Step 2 - Chief of Police Review (First Level of Review)

- a. If the grievance is not settled at Step 1, the grievant may serve written notice of the grievance on a form provided by the Department upon the Chief of Police or his designee(s) within twenty calendar days of receipt of the grievance response 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 Chief of Police or his designee(s) shall meet with the grievant, and a written decision and statement of the facts and issues shall be rendered to the grievant and representative, if any, within twenty calendar days from the date of service. Failure of Management to respond within such time limit shall entitle the grievant to process the grievance at the next level of review.

3. Step 3 - Police Commission Review (Second Level of Review)

- a. If the grievance is not settled at Step 2, the grievant may serve written notice of the grievance on said form upon the Police Commission or its designee(s) within twenty calendar days following receipt of the Step 2 grievance response. Failure of the grievant to serve such notice shall constitute a waiver of the grievance.
- b. If such written notice is served, the Police Commission will decide and notify the parties in writing within thirty calendar days whether they wish to hear the grievance. If a decision is reached to hear the grievance, the Police Commission or its designee(s) 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 representative, if any, a written decision within sixty calendar days from the date of service. Failure of management to respond within such time limits shall entitle the grievant to process the grievance at the next level.
- c. If the Police Commission decides not to hear the grievance, the decision at Step 2, Chief of Police Review, will be the final Departmental decision regarding the grievance.

4. Step 4 - Arbitration

- a. If the written decision at Step 3 does not settle the grievance, the grievant and the Association jointly may, within ten days following receipt of the Police Commission response, serve upon the Police Commission a written notice that a written request for arbitration has been filed with the Employee Relations Board. The request for arbitration must be filed with the Employee Relations Board within ten calendar days following the date of service of the written decision of the Police Commission that it declines to hear the grievance or a response containing a statement of facts and issues regarding this matter. Failure of the grievant to serve such written request within said period shall constitute a waiver of the right to arbitrate.
- b. If such written notice is served, the parties shall meet for the purpose of selecting an arbitrator from a list of seven arbitrators furnished by the Employee Relations Board, within seven calendar days following receipt of said list.
 - (1) Arbitration of a grievance hereunder shall be limited to the formal grievance *as originally filed* by the grievant 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 Employee Relations Board, unless other rules or procedures for the conduct of such arbitration are specified herein. The fees and expenses of the arbitrator shall be shared equally by the parties involved. All other expenses including, but not limited to, fees for witnesses, transcripts, and similar costs incurred by the parties during such arbitration, will be the responsibility of the individual incurring same. In any case where there is a cancellation fee, the party requesting the cancellation shall pay the fee unless the cancellation is mutually requested. In such case, the parties shall share the cancellation fee equally.
 - (2) At an arbitration hearing, generally the Association shall present its case first unless there is mutual agreement that the Department will present its case first or the arbitrator determines there is a compelling reason for the Department to present its case first.
 - (3) The decision of an arbitrator resulting from any arbitration of a grievance hereunder shall be binding upon the parties concerned.

- (4) The decision of an arbitrator resulting from any arbitration of grievances hereunder shall not add to, subtract from, or otherwise modify the terms and conditions of this MOU.
- (5) The burden of proof in arbitration shall be a preponderance of the evidence. As used herein, preponderance of the evidence shall mean evidence which is of a greater weight or more convincing than the evidence offered in opposition to it; that is, evidence which as a whole shows that the fact sought to be proved is more probable than not. In rendering an opinion and award, an arbitrator shall judge the evidence by this standard and this standard alone, regardless of the issue being arbitrated. In rendering an opinion and award, the arbitrator shall express in writing the grounds for such opinion and award so that the parties to the matter can intelligently examine and determine whether the opinion and award is supported by a preponderance of the evidence.

If either party to the matter believes that the arbitrator applied a burden of proof other than a preponderance of the evidence, that party may appeal the opinion and award to the Superior Court under authority of Section 1285 of the California Code of Civil Procedure or in writing to the Employee Relations Board within thirty days of issuance of the opinion and award. The party appealing the matter shall serve written notice of the appeal on the other party within five days of appealing the matter to the Employee Relations Board. The Employee Relations Board may review the arbitrator's written opinion and award and the evidence presented in the case, and, if it conducts such a review, shall determine by majority vote of the members whether the award and decision is supported by a preponderance of the evidence. This ruling, or its decision not to review the matter, shall be communicated in writing to the parties to the matter within sixty days of the matter having been appealed to the Employee Relations Board.

If, pursuant to this Article, the Employee Relations Board sets aside the opinion and award of an arbitrator, the matter may, at the discretion of either party, be heard before a new and different arbitrator.

If the Employee Relations Board rules that the opinion and award was based on the preponderance of evidence, if it decides not to review the award, or if it fails to act on such a request, the objecting party shall comply with the arbitrator's award. If the objecting party utilizes the Employee Relations

Board in an attempt to obtain such a review, that party waives any judicial review of that award under Code of Civil Procedure §1285 or any other provision.

ARTICLE 7.5 EMERGENCY GRIEVANCE REVIEW PROCEDURE

- A. When a grievant feels that a grievance is of an emergency nature, the grievant shall submit, on an appropriate form to the Chief of Police, a request for emergency consideration. The Chief of Police will determine whether an emergency does, in fact, exist and his decision will be final.

- B. If it is the decision of the Chief of Police that an emergency does, in fact, exist, the grievance will be reviewed at that level and a written decision or statement of facts and issues shall be rendered to the grievant and his representative, if any, within twenty calendar days from the date of service. Failure of Management to respond within such time limit shall entitle the grievant to process the grievance at the next level of review.

- C. If the emergency grievance is not satisfied by the Chief of Police under the Emergency Grievance Review Procedure, the grievant may serve written notice of the grievance in appropriate form upon the Police Commission or its designee(s) within ten calendar days following receipt of the grievance response. 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 Police Commission or its designee(s). The Police Commission or its designee(s) will afford the parties an opportunity to present oral and/or written arguments on the merits of the grievance and the Police Commission shall render to the grievant and his representative, if any, a written decision within thirty calendar days from the date of service.

- D. If the written decision by the Police Commission does not satisfy the grievance, the grievant may serve a written notice upon the Police Commission of a written request for arbitration as provided for in Step 4 of the Grievance Procedure.

ARTICLE 7.6 GRIEVANCES AFFECTING A CLASS OR GROUP OF EMPLOYEES

- A. Class Action Grievance
 - 1. A class action grievance is defined as a grievance affecting several employees or a class of employees in the Unit.

 - 2. Such grievances shall contain the names of the affected employees unless the grievance is inclusive of an entire class or classes of employees.

- B. If the Association files a grievance affecting several employees:

1. In one Area or bureau, the grievance shall first be processed and reviewed at a level by an officer one rank above (same bureau) the highest rank of one of the affected employees.
2. In more than one Area or bureau, the grievance shall first be processed through the Department's Employee Relations Administrator.

If the Employee Relations Administrator believes that the grievance filed would more appropriately be processed by a bureau commanding officer, the Employee Relations Administrator may transfer the grievance to that commanding officer and must immediately notify the Association in writing of such transfer. The transfer shall not extend the time periods for processing the grievance.

C. The grievance procedure for a grievance affecting a class or group of employees covered by this MOU shall be as follows:

1. Step 1 - Presentation of the Grievance

- a. The Association shall serve written notice of the grievance on a form provided by the Department upon the commanding officer or Employee Relations Administrator within twenty calendar days following the day upon which discovery of the grievance should reasonably have occurred. Said twenty days may be waived by mutual consent of the parties. The grievance shall be considered waived if not filed within said twenty days.
- b. The commanding officer or Employee Relations Administrator shall meet with the Association representative in an effort to resolve the grievance and shall respond to the Association with a written decision within twenty calendar days from the date of service. Said twenty days may be waived by mutual consent of the parties
- c. If the grievance is accepted at the Employee Relations Administrator level in Step 1, that review shall serve as the Chief of Police review in Step 2.

2. Step 2 - Chief of Police Review

- a. If the grievance is not settled at the commanding officer level in Step 1, the Association may serve written notice of the grievance on said form upon the Chief of Police or the Chief's designee(s) within twenty calendar days following receipt of the Step 1 grievance response. Failure of the Association to serve such notice shall constitute a waiver of the grievance.

- b. If such written notice is served, the Chief of Police or the Chief's designee(s) shall meet with the Association representative and a written decision and statement of the facts and issues shall be rendered to the Association representative within twenty calendar days from the date of service. Time limitations imposed in Step 2 may be waived by mutual consent of the parties. Failure of Management to respond within such time limit shall entitle the Association to process the grievance at the next level of review.
3. Step 3 - Police Commission Review
- a. If the grievance is not settled at Step 2, the Association may serve written notice of the grievance on said form upon the Police Commission or its designee(s) within twenty calendar days following receipt of the grievance response at Step 2. Said twenty days may be waived by mutual consent of the parties. Failure of the Association to serve such notice shall constitute a waiver of the grievance.
 - b. If such notice is served, the Police Commission will decide and notify the Association in writing within thirty calendar days whether they wish to hear the grievance. If a decision is reached to hear the grievance, the Police Commission or its designee(s) will afford the Association representative an opportunity to present oral and/or written arguments on the merits of the grievance and shall render to the Association representative a written decision within sixty calendar days from the date of service. Failure of Management to respond within such time limit shall entitle the Association to process the grievance at the next level of review.
 - c. If the Police Commission decides not to hear the grievance, the grievant and the Association jointly may proceed with the grievance to binding arbitration as set forth in Step 4 of Article 7.4.

ARTICLE 7.7 EXPEDITED ARBITRATION PROCEDURE

By mutual agreement, the parties may submit any grievance which has reached the arbitration level to expedited arbitration. The expedited arbitration procedures are as follows:

- 1. The selection of the arbitrator shall be conditioned upon the arbitrator's ability to submit a written ruling to the parties within forty-eight hours.
- 2. An expedited arbitration shall not be officially transcribed unless it is requested by Management or the Association. In the event of such a request, the party requesting the transcript shall pay the cost unless the

transcript is mutually requested. In such case the parties shall share the cost equally.

SECTION 8.0 REPRESENTATION

ARTICLE 8.1 RIGHT TO REPRESENTATION

This Article shall not be construed to make discipline, transfers, promotions or probationary employee terminations grievable or arbitrable. It is mutually agreed that the provisions of this Article do not limit what the law requires. The right to representation during the investigation and adjudication of misconduct, an administrative appeal and grievance presentation is not to be denied to any employee.

Any interview of an employee in connection with an investigation that the employee reasonably believes may result in disciplinary action against the employee will entitle the employee to a representative of the employee's choice. The employee has the right to choose a representative, subject only to reasonable consideration of the representative's availability and the urgency of the investigation. The representative may be a member of the Department as specified herein or legal counsel (at the employee's expense), or both.

All references to "on duty representation" in Section 8.0 of this MOU shall refer to those representatives who are currently Department employees, excluding Directors of the Association.

Except for the provisions of Article 8.5, Grievance Representation, effective January 1, 2002, representation by legal counsel or representative shall be at the member's expense. Representation shall not be on City time nor done with City equipment.

ARTICLE 8.2 COMPLAINT INTERVIEW REPRESENTATIVE

Employees have the right to representation during an interview pursuant to a complaint investigation. The duties of a representative in these interviews are:

- A. To conduct pre-interview consultation with the employee to ascertain if the employee understands the allegations against him/her; and
- B. 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.

The provisions of this Article shall apply to an employee who is being interviewed as a witness pursuant to a complaint investigation if the employee has a reasonable belief that the employee may be disciplined as a result of the investigation.

ARTICLE 8.3 SKELLY/EMPLOYEE INVESTIGATION REVIEW REPRESENTATIVE

The Skelly or Employee Investigation Review process is the last opportunity for an employee to discuss the investigation and/or rebut charges or present additional evidence on the employee's own behalf, if the employee so chooses, prior to the commanding officer submitting recommendations for disposition of a complaint. The duties of a representative in the Skelly or Employee Investigation Review hearing are:

- A. To explain the process to the involved employee;
- B. To represent the employee during interviews with the commanding officer;
- C. To assist in formulating any rebuttal or requests for reinvestigation of the complaint;
- D. To counsel the employee regarding alternatives in the disciplinary process.

Skelly Response. The employee shall be given a reasonable period of time to consider and prepare a Skelly response. When the Skelly representative needs additional time for preparing his/her response, a continuance, if requested, shall be granted for a reasonable period of time, provided such period of time shall not jeopardize the statute of limitations.

Employee Investigation Review Response. The employee shall have thirty calendar days following service of the Employee Investigation Review, Form 1.88.1, within which to submit a response if the employee so chooses. An Employee Investigation Review representative may assist an employee in preparing a response.

The term "Skelly" in this Article and elsewhere in this MOU is used solely to identify the procedure used by the Department in the administration of disciplinary actions. The use of that term does not imply a concession by the Association that the Department's pre-disciplinary procedures meet the standards of constitutional due process.

ARTICLE 8.4 REPRESENTATIVE - BOARD OF RIGHTS HEARING

At a Board of Rights hearing, the accused employee shall have the right to appear in person and by representative or legal counsel (at the employee's expense), or both.

The duties of a representative are contained in the Board of Rights Manual.

ARTICLE 8.5 GRIEVANCE REPRESENTATIVE

Employees have the right to raise and pursue grievances concerning wages, hours and other terms and conditions of employment. It is recognized that the employee has a right to

representation in that process. The grievance representative shall be a member of the Department from the rank of captain or above. The duties of the representative include:

- A. To identify issues, facts, and appropriate procedure for the employee;
- B. To assist the employee in formulating written responses;
- C. To be present and represent the employee in the grievance process.

The representative is considered on duty only when representing the grievant when the grievance is being discussed with Management.

SECTION 9.0 ADMINISTRATIVE APPEALS

The parties agree that the procedures in Section 9.0 may be modified during the term of this MOU if there is mutual agreement on the modifications.

A “dispute” as used in this Section is not intended to limit the definition of a “grievance” in this MOU or as defined in the Employee Relations Ordinance. If a matter is a “grievance,” it must be processed through the grievance procedure, and not through the administrative appeal process specified in this Section. Conversely, if a matter is subject to administrative appeal, it must be processed through the administrative appeal process, and not through the grievance process. Employees wishing to appeal only the penalty for a suspension of one to 22 days may use this process subject to the provisions of Article 9.1. For all appeals conducted pursuant to the provisions of this Section, the recommendation of the hearing officer is non-binding on the Chief of Police.

ARTICLE 9.1 MATTERS SUBJECT TO ADMINISTRATIVE APPEAL

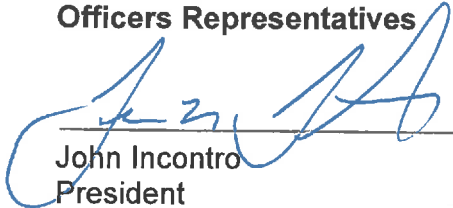
Discipline of 22 Days or Less Involving Tenured Employees

Includes the following:


- 1. A sustained personnel complaint disposition that is not subject to a hearing before a Board of Rights (paper penalty, including “sustained, no penalty”; or
- 2. A penalty of a one to 22-day suspension if the employee agrees to:
 - a. Waive a Board of Rights hearing; and,
 - b. Admit guilt; and,
 - c. Limit the appeal to the degree of penalty (with the understanding that the original penalty cannot be increased).

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

**Los Angeles Police Command
Officers Representatives**



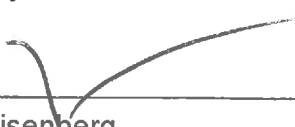
John Incontro
President




(For)
Jose Perez
Vice President



(For)
Bill Scott
Secretary/Treasurer




Justin Eisenberg
Director

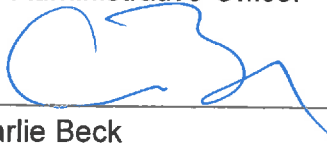


Sean Malinowski
Director

**City of Los Angeles Management
Representatives**



Miguel A. Santana
City Administrative Officer



Charlie Beck
Chief of Police

Approved as to form:



Hugo S. Rossiter
City Attorney

12-17-14
Date

APPENDIX A

CAPTAINS AND ABOVE

Code	Class and Pay Grade	Salary Schedule
2244-1	Police Captain I	15
2244-2	Police Captain II	16
2244-3	Police Captain III	17
2251	Police Commander	19
2262-1	Police Deputy Chief I	21
2262-2	Police Deputy Chief II	24