

**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  
4 day of June 2004**

**By and Between**

**The Board of Police Commissioners  
and  
The City Administrative Officer**

**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 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 "Association") previously found to be appropriate by the Employee Relations Board.
- B. Management, (Board of Police Commissioners, Chief of Police, City Administrative Officer and City Controller) hereby recognizes the Los Angeles Police Command Officers 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 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 Memorandum of Understanding become operative prior to 0001 on July 1, 2003. This Memorandum of Understanding shall expire and otherwise be fully terminated at 2400 on June 30, 2006.

**ARTICLE 1.3        CALENDAR FOR SUCCESSOR MEMORANDUM OF UNDERSTANDING**

- A. In the event the Association or Management desires a successor Memorandum of Understanding, said party shall serve upon the other during the period from March 1, 2006, through March 31, 2006, its written proposals for such successor Memorandum of Understanding.
- B. Meet and confer sessions shall begin no later than fifteen calendar days following the receipt of either parties' proposals. The location of said sessions will be by mutual agreement of both parties.

**ARTICLE 1.4 IMPLEMENTATION OF MEMORANDUM OF UNDERSTANDING**

This Memorandum of Understanding 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 Memorandum of Understanding in its entirety; and
2. The Board of Police Commissioners has approved this Memorandum of Understanding in its entirety in the manner required by law.

**ARTICLE 1.5 PARTIES TO MEMORANDUM OF UNDERSTANDING**

This Memorandum of Understanding 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 Los Angeles Police Command Officers Association, as the exclusive recognized employee organization for the Police Officers, Captain and Above Representation Unit.

**ARTICLE 1.6 OBLIGATION TO SUPPORT**

The Association and Management agree that prior to the implementation of this Memorandum of Understanding 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 Memorandum of Understanding. 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 Memorandum of Understanding.

**ARTICLE 1.7 PROVISIONS OF LAW AND SEPARABILITY**

This Memorandum of Understanding 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 Memorandum of Understanding 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 Memorandum of Understanding 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.

**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 Memorandum of Understanding.

- 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 Memorandum 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 Memorandum of Understanding 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 Memorandum.

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 Memorandum of Understanding result in any significant changes to the composition of this Association, 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 Memorandum of Understanding and each ninety days thereafter, an alphabetized list of members subject to this Memorandum of Understanding, which shall include each employee's name, 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 problems.

### **ARTICLE 2.6 PAYROLL DEDUCTIONS AND DUES**

- A. During the term of this Memorandum of Understanding, 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 ALLOWANCE**

- A. The City will provide a cash payment of \$875.00 in July 2004; \$900.00 in July 2005; and \$925.00 in July 2006 annually to those employees in the Unit. The payment will cover the cost of uniform replacement, maintenance and other professional expenses.

The uniform allowance will be paid by separate check. Effective July 1, 2001, the annual allowance will be paid during the month of July of each future year and shall be applicable to the prior fiscal year.

- 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 anytime 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 Memorandum of Understanding. An employee promoted to captain on or after April 1 shall receive such allowance pursuant to the Memorandum of Understanding for Police Officers, Lieutenant and Below Representation Unit.
- D. This allowance is not intended to be part of wages.

**ARTICLE 3.3 REASSIGNMENT OF A POLICE CAPTAIN OR ABOVE TO A LOWER PAYGRADE**

- A. Notification

Whenever any employee of the rank of captain or above 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 Reassignment of a Police Captain to a Lower Pay Grade**

Notwithstanding the provisions of Paragraph (c) of Appendix E, any captain reassigned to a lower pay grade shall receive the same compensation received prior to such reassignment or be compensated at the top step of the lower pay grade including merit steps, whichever is lower.

In order to provide similar compensation to a captain on a merit pay step in Schedules 15 through 24, the captain may be compensated at a merit pay step of the lower pay grade without the necessity of qualifying therefor pursuant to the provisions of Paragraph (e) of Appendix E. The top step of the salary schedule for the lower pay grade shall be the highest merit step for that pay grade. A captain so reassigned must receive the standard of service evaluation, required by Paragraph (e) of Appendix E, for the merit step to which the captain was reassigned, at the next regularly scheduled re-evaluation. This re-evaluation shall not occur within the six-month period following the reassignment. If the captain's standard of service falls below the level required by Paragraph (e) of Appendix E, the captain will be reassigned to the appropriate step as outlined in that section.

**ARTICLE 3.4 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 problems 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 6.12). 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.

### **ARTICLE 3.5 SUBSTANCE TESTS**

As soon as practicable after implementation of this Memorandum of Understanding but in no event later than June 2004 the parties agree to begin negotiations for a Substance Testing program which shall apply to all members of this representation unit.

### **SECTION 4.0 WORK SCHEDULE**

#### **ARTICLE 4.1 WORKING HOURS/SALARY STATUS**

Members in the classes of captains, commanders and deputy chiefs shall be salaried employees, in accordance with the provisions of the Fair Labor Standards Act.

- A. Notwithstanding any provisions of the Los Angeles Administrative Code, this Memorandum of Understanding, or Police Department rules and regulations to the contrary, captains, commanders, deputy chiefs and assistant chiefs shall not be required to record any specific hours of work for compensation purposes, although hours may be recorded for other purposes. Employees in such classes 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. Employees shall not be subject to disciplinary suspension for less than a workweek or multiple workweeks and shall not receive supplemental compensation except as provided for in Articles 4.2 and 5.2. This requirement shall be superceded by the revised Department of Labor FLSA regulations pertaining to disciplinary suspensions of FLSA exempt employees on the operative date of the FLSA regulations.

## **ARTICLE 4.2 UNUSUAL DUTY COMPENSATION**

In the event that a captain or commander of this Unit 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, **provided** the City is reimbursed by the State and/or Federal Government.

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. Effective March 24, 1994, each employee who was a member of this representation unit had his or her existing accumulated overtime balance frozen and no additional accumulated overtime could be earned. Existing accumulated overtime may be used by the employee or compensated, in cash, upon promotion to deputy chief or retirement. Upon promotion to deputy chief, such compensation shall be at the rate of compensation prior to promotion.
- B. 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.
- C. 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.
- D. 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, 2003
- Appendix C - July 1, 2004
- Appendix D - July 1, 2005

## ARTICLE 5.2 POST CERTIFICATE AND TRAINING BONUS

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

- A. **POST Bonus** - During the term of this this Memorandum of Understanding, employees who successfully complete and present a Supervisory or Management POST Certificate shall be paid a pension-based POST bonus of three percent (3%) of regular pay. The effective date for the Supervisory or Management POST Certificate (3%) bonus shall commence on the date the employee is a member subject to this Memorandum of Understanding **and** possess Supervisory or Management POST Certificate.
- B. **Command Officer POST Bonus** - During the term of this Memorandum of Understanding, employees who have completed **three years** as a command officer **and** the required POST annual in-service training for the most recent calendar year, shall be paid one percent of regular pay. The bonus shall become effective at the beginning of the payroll period during which the date for eligibility occurs. The Command Officer bonus is pension based.
- C. **Continuing Education Bonus (CEB)** - During the term of this Memorandum of Understanding, employees who have completed **three years** as a command officer **and** who successfully completes Leadership for the 21<sup>st</sup> Century or continuing education as specified below shall be paid a pension-based Continuing Education bonus of one percent of regular pay. The Continuing Education bonus is pension based.

Note: The CEB requirement of three years as a command officer shall be eliminated effective July 1, 2004. If an employee satisfies the training requirements during FY 04-05 as specified in Section 3 below, the employee will receive the CEB bonus pay starting on July 1, 2005 regardless of his/her years of service as a command officer.

### 1. CEB – FISCAL YEAR 2002-03

During fiscal year 2002-03 (July 1, 2002 to June 30, 2003) an employee must have a minimum of three years of service as a command officer and have attend all eight scheduled sessions of Leadership for the 21<sup>st</sup> Century or an equivalent replacement program to qualify for the one percent Continuing Education bonus commencing July 1, 2003.

Employees that failed to attend all eight scheduled sessions and have an excused absence(s) as specified below may be eligible for the Continuing Education bonus subject to the approval of the Chief of Police.

- a. **Excused Absences** - To be an excused absence, an absence for captains and commanders must be approved by the concerned bureau commanding officer and an absence for deputy chiefs must be approved by the Chief of Police. An employee with more than two excused absences in one fiscal year for Leadership for the 21<sup>st</sup> Century shall be deemed as not fulfilling the requirements of the Continuing Education Bonus. A copy of all absences granted as excused and the reasons therefore shall be forwarded to the Chief of Police.
- b. **Exception** - The Chief of Police, in his/her sole discretion, may make an exception to the above number of excused absences and deem an employee otherwise qualified to receive or retain the above specified bonus(es).

2. **CEB - FISCAL YEAR 2003-04**

During fiscal year 2003-04 (July 1, 2003 to June 30, 2004) employees must have a minimum of three years of service as a command officer and submit proof of completing eight (8) hours of continuing professional development training in leadership, management, or other area of advanced professional training (excluding POST in-service training hours) approved by the Chief of Police or his designee **or** one college or graduate level course (3 semester units or 4 quarter units), in order to qualify for the one percent Continuing Education bonus commencing July 1, 2004.

3. **CEB FISCAL YEAR 2004-5**

During fiscal year 2004-05 (July 1, 2004 to June 30, 2005) employees must submit proof of completing thirty-two (32) hours of continuing professional development training in leadership, management, or other area of advanced professional training (excluding POST in-service training hours) approved by the Chief or Police or his designee **or** two college or graduate level course (6 semester units or 68 quarter units) in order to qualify for the one percent Continuing Education bonus commencing July 1, 2005.

4. **Proof of CEB Eligibility**

Each fiscal year employees must submit proof of qualification for the Continuation Education Bonus to the Chief of Police before receiving the Continuing Education (1%) percent bonus as specified in this Article.

- a. Employees must submit proof of qualifying for the Continuing Education Bonus by June 30 of each fiscal year in order to continue to receive this bonus. If an employee fails to meet the CEB requirements or fails to submit proof of qualification for the CEB by

June 30, the bonus (one percent) shall automatically cease on July 1<sup>st</sup>.

**Exception:** Because the effective date of the MOU occurred after the commencement of fiscal years 2002-03 and 2003-04, employees will have until June 30, 2004 to submit proof of CEB eligibility for fiscal years 2002-03 and 2003-04. If an employee received the CEB (1% percent) and was not eligible for the bonus, his/her retroactive pay will be offset by the amount of the CEB overpayment.

- b. The continuing education courses and professional training must be pre-approved by the Chief of Police or his designee. The purpose of the continuing education courses is to provide command officers with professional development training.
- c. Employees must successfully complete (passing grade) continuing education courses and professional training pre-approved by management.
- d. Employees must submit proof of continuing education course(s) or professional training completion such as a transcript or certificate of completion.
- e. If an employee is ineligible for the CEB or fails to submit proof of CEB eligibility the Continuing Education bonus shall automatically cease and any CEB overpayments will be returned to the City.

## **ARTICLE 6.0 BENEFITS**

### **ARTICLE 6.1 VACATIONS AND VACATION PAY**

- A. Each employee shall be entitled to fifteen calendar days (8 x 15 = 120 hours) of vacation annually with full pay. Each employee, upon completion of ten years of service in the aggregate, shall be entitled to twenty-two (22) calendar days vacation annually with full pay. Each employee, upon completion of thirty years of service in the aggregate shall be entitled to twenty-three (23) calendar days vacation annually with full pay. On January 1 of each year vacation time accrued during the previous year shall be credited to each employee.

#### **2004**

In addition to the above, vacation time benefit will be increased one day to all members with **two** or more years of service reached during calendar year 2004 and credited on **January 1, 2005**. Thereafter, each employee, upon the completion of two years of service in the aggregate, shall be entitled to sixteen calendar days vacation annually with full pay. Each employee, upon completion of ten years of



service in the aggregate, shall be entitled to twenty-three calendar days vacation annually with full pay. Each employee, upon completion of thirty years of service in the aggregate shall be entitled to twenty-four calendar days vacation annually with full pay. On January 1 of each year vacation time accrued during the previous year shall be credited to each employee.

## **2005**

In addition to the above, vacation time benefit will be increased one day to all members with **ten** or more years of service reached during calendar year 2005 and credited on **January 1, 2006**. Thereafter, each employee, upon the completion of ten years of service in the aggregate, shall be entitled to twenty-four calendar days vacation annually with full pay. Each employee, upon completion of thirty years of service in the aggregate shall be entitled to twenty-five calendar days vacation annually with full pay. On January 1 of each year vacation time accrued during the previous year shall be credited to each employee (See Appendix G).

- B. Each employee shall be permitted to defer vacation, thereby accumulating unused vacation time to total not more than the equivalent of two 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 sworn employee of the Police Department 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**

- A. 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 other than that caused by or arising from the employee's own moral turpitude, or sustained in the course of or arising out of and proximately caused by the employee's duties as a City employee. Such sick leave shall be allowed as follows:
  - 1. During the calendar year in which the employee is appointed and during such subsequent calendar year, the employee shall be allowed, not to exceed twelve working days leave at full pay, five working days at 75% of full pay, and five working days at 50% of full pay, plus the days 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.
  - 2. 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.
  - 1. 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 employee's appointing authority, and to the Occupational Health and Safety Division of the Personnel Department. The appointing authority of an employee receiving any benefits under this Article may, in the appointing authority's discretion and at such a time as the appointing authority deems necessary, require such employee to be examined by the Occupational Health and Safety Division of the Personnel Department, which shall report its findings to said appointing authority; provided that any employee who has used less than five days shall not be unreasonably subject to such mandatory examination.
  - 2. The appointing authority may also require, to the extent the law and Paragraph A.1. above permits, 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.
- B. Upon approval of the appointing authority, any employee may be allowed sick leave with full pay not to exceed an aggregate of eight 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.

- C. 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, in accordance with Los Angeles Administrative Code Section 4.176.1.

#### **ARTICLE 6.5 ACCUMULATED SICK LEAVE**

- A. Any unused balance of sick leave at 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 100 working days, provided, however, that any sick leave at full pay remaining unused at the end of any calendar year, which, if added to an employee's accumulated sick leave at full pay, will exceed 100 working days, shall, as soon as practicable after the end of each calendar year be compensated for by cash payment of 50% of the salary rate current at the date of payment.
- B. If any employee becomes separated from the service of the Department by reasons of retirement or death, any balance of accumulated sick leave at full pay remaining unused at the time of separation shall be compensated to the employee or in the event of separation due to the death of the employee, to the employee's estate, by cash payment of 50% of the employee's salary rate current at such date of separation. In no instance will an employee or a employee's estate be compensated more than once for accumulated full pay sick leave upon retirement or upon the 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 100 working days at 75% pay and 100 working days 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 Memorandum of Understanding 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 sick leave at full pay shall be allowed a leave of absence with full pay not to exceed, in the aggregate, six 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 medical doctor, which shall include the necessity for the absence and estimate of the time period the employee needs to care for 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. Family and Medical Leave

### **1. Authorization for Leave**

Except as extended by pregnancy-disability, 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 designated by Management in accordance with applicable Federal and State law, notwithstanding any other provisions of this Memorandum of Understanding or the Los Angeles Administrative Code to the contrary.

Any employee may take family or medical 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.

Operative upon the effective date of this Memorandum of Understanding, 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.

**Note:** Pregnancy disability leave is not covered by this Article. The conditions for that leave are set forth in State law and regulations. However, in accordance with State law, employees may be eligible for up to four months of pregnancy-disability leave in addition to the four months of family and medical care leave. Such leave may be taken before or after the family and medical care leave, depending on the period of time that a doctor certifies the employee as unable to work due to a pregnancy-related condition.

## 2. Definitions

- a. **Spouse** means a husband or wife as defined or recognized under State law for purposes of marriage in this State.
- b. **Domestic partner** means a named domestic partner in a confidential affidavit declaring the existence of said domestic partner and signed by the City employee, which is on file in the Employee Benefits Office, Personnel Division.
- c. **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 and financially support a child or, in the case of an employee, who had such responsibility for the employee when the employee was a child. A biological or legal relationship is not necessary.
- d. **Child** means a biological, adopted, or foster child, a stepchild, a legal ward, or a child of a person standing *in loco parentis*, who is either under age 18, or age 18 or older and incapable of self-care because of a mental or physical disability.

## 3. Eligibility

- a. The provisions of this Article shall apply to all employees in this representation unit. Operative upon the effective date of this Memorandum of Understanding, this Article shall apply to employees who have been employed by the City for at least twelve months and who have worked for at least 1,040 hours during the twelve months immediately preceding the beginning of the leave.
- b. 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.

#### 4. Conditions

- a. **Pregnancy** – The start of a family leave for childbirth normally begins on the date of birth of the child. At the employee's discretion, the start of a family leave for childbirth may be at the beginning of the period of disability that a doctor certifies as necessary.
- b. **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.
- c. **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.
- d. **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.
- e. A serious health condition is defined as an illness, injury, impairment, or physical or mental condition that involves any period of:
  - (1) Incapacity or treatment connected with in-patient care in a hospital, hospice or residential medical care facility; or
  - (2) Incapacity requiring an absence of greater than three calendar days involving continuing treatment or supervision by a health care provider; or

- (3) Incapacity (or treatment therefore) due to a chronic serious health condition; or
- (4) Incapacity that is permanent or long-term due to a condition for which treatment may not be effective; or
- (5) 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
- (6) Incapacity due to pregnancy or for prenatal care.

f. **Start of Leave** – The start of a leave due to an illness or injury which may be job related and that results in a serious health condition, as defined in Paragraph e of this Article, shall be computed to begin on the employee's first day of absence whether or not the employee has applied for or is actually receiving any temporary Workers' Compensation benefits (either IOD or the rate provided in Division IV of the California Labor Code) provided in accordance with Section 4.177 of the Los Angeles Administrative Code. In those circumstances where the employee meets the eligibility requirements in Paragraph e of this Article, said employee shall automatically be considered to be on family and medical leave. In those cases where the illness or injury is determined not to be job related, the beginning date of such leave shall not be adjusted pursuant to an employee's request under Paragraph A.1 above. The use of leave for a serious health condition which may be job related shall in no way imply that such serious health condition is, in fact, job related.

g. **Continuous/Intermittent Leave** – All leave granted under this Article shall normally be for a continuous period of time for each incident.

An employee shall be permitted to take intermittent leave or work on a reduced schedule to take care of a family member with a serious health condition or for his/her own serious health condition when it is medically necessary. Management may require the employee to transfer temporarily to an available alternative position with equivalent compensation for which the employee is qualified to accommodate recurring leave periods. Employees who elect a part-time schedule shall receive prorated compensated time off benefits in accordance with Section 4.110 of the Los Angeles Administrative Code during the duration of their part-time schedule.

Intermittent leave or work on a reduced schedule for the birth, adoption or foster care of a child shall only be permitted at the



discretion of Management. However, intermittent leave or work on a reduced schedule shall be permitted in the event of pregnancy disability.

- h. 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.
- i. 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, Personnel Department, as provided under other City leave provisions.
- j. Management has the right to verify the circumstances involving a leave under the provisions of this Article.
- k. Upon return from family or medical leave, an employee shall be returned to his/her original job or to an equivalent job.

## 5. Notice Requirements

- a. **Employee** - When an employee requests family or medical leave, he/she must state the reason for the requested leave (e.g., childbirth, to 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.
- b. **Management** - In response to an employee's request for family or medical leave, Management shall indicate whether or not the employee is eligible for such leave, if such leave will be counted against the employee's annual family or medical leave entitlement, and any requirement for the employee to furnish medical certification. Management may designate leave, paid or unpaid, taken by the employee as family or medical leave-qualifying, regardless of whether or not the employee initiates a request to take family or medical leave.

## 6. Applicable Time Off

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

a. **Childbirth (Mother)**

- (1) Accrued sick leave for the entire period of disability that a doctor 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.
- (2) Accrued vacation time off available at the start of the leave shall be used prior to the use of time under (3) and (4) below.
- (3) 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.
- (4) Unpaid leave.

**Note:** At the employee's option, accrued compensatory time off may be used for leave granted in accordance with this Article.

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

- (1) Annual family illness sick leave up to six days may be used at the employee's discretion. Such leave may be taken before or after the vacation time off described in (2) below.
- (2) Accrued vacation time off available at the start of the leave shall be taken. Such time must be used prior to the use of time under (3) and (4).
- (3) 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.
- (4) Unpaid leave.

**Note:** At the employee's option, accrued compensatory time off may be used for leave granted in accordance with this Article.

c. **Personal Medical Leave**

- (1) Accrued sick leave may be used at the employee's discretion. Such leave may be taken before or after the vacation time off described in (2) below.

(2) Accrued vacation time off available at the start of the leave shall be taken. Such time must be used prior to the use of time under (3) below.

(3) Unpaid leave.

**Note:** At the employee's option, accrued compensatory time off may be used for leave granted in accordance with this Article.

**7. Sick Leave Rate of Pay During Family Leave**

Payment for sick leave usage under Paragraphs A.6. shall be at the regular accrued rate of 100%, 75% or 50%, as appropriate.

**8. 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 and the California Family Rights Act of 1993.

**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 representation 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. During the term of this MOU, management's monthly health subsidy will increase for employees in this representation unit as follows:

1. Operative July 1, 2003, management will provide a monthly subsidy not to exceed \$618.00 per month.

2. Operative July 1, 2004, management will provide an additional amount of up to \$50.00 not to exceed the civilian health insurance subsidy increase of January 1, 2004.
  3. Operative July 1, 2005, management will provide an amount not to exceed the civilian health insurance subsidy increase of January 1, 2005.
- 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 \$388.56 per month. 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 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 eighteen years, or twenty-one years if unmarried and attending an accredited school on a full-time basis.
- 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 to reopen this Article on or after July 1, 2003, 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 Administrative Officer and the Command Officers 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 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 upon remarriage of said spouse and shall cease for minor dependents when they reach the age of eighteen years, or twenty-one years if unmarried and attending an accredited school on a full-time basis.
- B. Operative July 1, 2000, the City will expend a maximum of \$63 per month plus an amount equal to the whole dollar increase in the monthly Delta Dental one-party rate for employees currently enrolled in any of the following dental plans for employees in this representation Unit.

1. League-sponsored Dental Service
  2. Police Relief Association self-insured Dental Insurance Plan
  3. Any other plan submitted to and approved by Management for which an employee is eligible.
  4. L.A. City-sponsored plans
- C. Increases in this monthly contribution as specified in Paragraph B shall be effective at the beginning of the payroll period in which the Delta Dental yearly premium rate change is implemented. 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**

For those employees who are on family or medical leave, under the provisions of Article 6.6 of this MOU, Management will continue the City's medical or dental plan subsidy. Employees shall be eligible for such continued subsidy for a maximum of four (4) months from the qualifying date of the family leave, including the paid and the unpaid portions of the leave. The continuation of the medical and dental plan subsidy will be provided only under the following conditions:

- 1. The employee shall have been employed continuously by the City for a one-year period prior to the beginning of the leave.
- 2. 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.
- 3. 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.
- 4. The continuance of the dental plan subsidy shall include coverage of any new dependent.



5. In accordance with the Family and Medical Leave Act of 1993 (FMLA), employees on unpaid family leave shall not be required to repay the City subsidy (1) upon returning to work, or (2) if they terminate City employment following the leave due to a continuing serious health problem or other extenuating circumstances beyond the control of the employee. Should an employee fail to return to work for any other reason, then they shall be required to reimburse the City for the subsidy provided during the unpaid portion of their leave. Such reimbursement shall be deducted from any compensation owed to the employee upon termination of City employment.

#### **ARTICLE 6.12 LIFE INSURANCE**

- A. Effective July 1, 1995, 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**

As of July 2, 2001, disability claims shall be paid as provided for in Administrative Code Section 4.177.

**ARTICLE 6.14 EMPLOYEE ASSISTANCE PROGRAM**

The League shall contract with a City-approved employee assistance service provider (hereinafter, EAP) to provide coverage to members of this Association. 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 \$15,000 for funeral expenses only to the heirs of any Association member killed in the line of duty. This amount includes \$1,500 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 Memorandum of Understanding, 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      PROFESSIONAL/MANAGEMENT DEVELOPMENT LEAVE**

Management and the Association agree that each Association member shall be entitled to five days of paid administrative leave each fiscal year for purposes of professional and/or management development. The leave may be used in increments of one or more days and is subject to Management's approval. The leave for captains and commanders shall be submitted via the chain of command and approved by the Commanding Officer, Office of Human Resources and leave for deputy chiefs shall be approved by the Chief of Police or his designee. Such leave must be used within the designated year and cannot be accumulated. **Effective June 30, 2004, this benefit shall be discontinued.**

#### **ARTICLE 6.18      EXECUTIVE DEVELOPMENT FUND**

Management will provide \$80,000 in each year of this Memorandum of Understanding exclusively for management training for members of this Unit. These funds are to be used for programs on a group basis rather than a cash disbursement to each member. The Chief of Police must approve all expenditures prior to their use. Such funds are expected to be used in a manner similar to that of the past several years. Expenditures of these funds shall be the responsibility of the Board of Directors of the Command Officers Association. Management shall audit such expenditures from time-to-time.

#### **ARTICLE 6.19      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 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 Memorandum of Understanding, 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 Memorandum of Understanding or departmental rules and regulations governing personnel practices or working conditions applicable to members covered by this Memorandum of Understanding, 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 Los Angeles Police Command Officers 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 employee 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, assignments 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, Employee Relations Group.

- 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 representation 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 Memorandum of Understanding, 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 Memorandum of Understanding 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, 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 a 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 Memorandum of Understanding.
- (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 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) with 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, i.e., captains, in the Police Officers, Captain and Above Representation 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 Los Angeles Police Command Officers 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 (hereinafter "Administrator").

If the Administrator believes that the grievance filed would more appropriately be processed by a bureau commanding officer, the 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 Memorandum of Understanding 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 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 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, or the written decision at Step 2, Chief of Police Review, 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**

- A. 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 Memorandum of Understanding 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.

**Exception:** On-duty representation may continue for Boards of Rights selected prior to January 1, 2002. On-duty representation for Board of Rights and the conduct of such representatives shall continue under the policies and provisions in place at the time of selection of the Board of Rights (Charter § 1070(z)).

## **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 the employee; 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 Memorandum of Understanding 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.

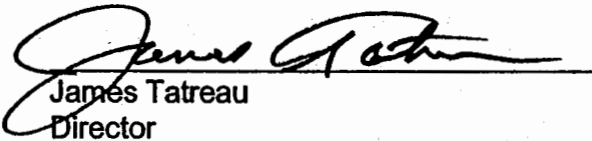
The representative is considered on duty only when representing the grievant when the grievance is being discussed with Management.

**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.

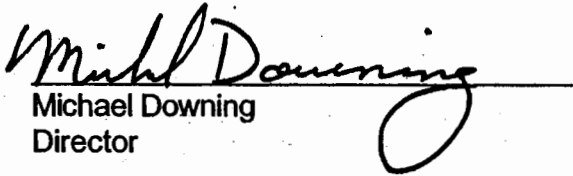
**Los Angeles Police Command  
Officers Representatives**



Richard Bonneau  
President




James Tatreau  
Director

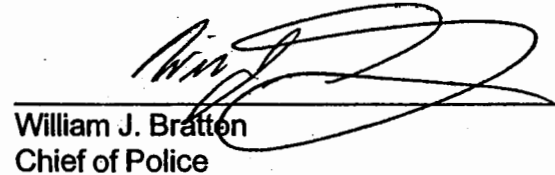


Michael Downing  
Director

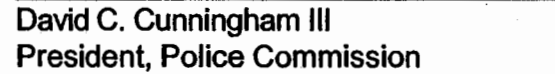
**City of Los Angeles Management  
Representatives**



William T Fujoka  
City Administrative Officer



William J. Bratten  
Chief of Police



David C. Cunningham III  
President, Police Commission



Zoa P. Hawton  
City Attorney's Office

6/4/04  
Date



**APPENDIX A  
CAPTAINS AND ABOVE**

<b>Code</b>	<b>Class and Pay Grade</b>	<b>Salary Schedule</b>
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

**APPENDIX B  
CAPTAINS AND ABOVE  
REGULAR PAY  
OPERATIVE JULY 1, 2003**

				1	2	3	4	5	6
<b>15</b>	<b>Captain I</b>	Regular Pay	HR			\$49.94	\$52.73	\$55.69	\$58.75
			BW			\$3,995.20	\$4,218.40	\$4,455.20	\$4,700.00
			MO			\$8,689.56	\$9,175.02	\$9,690.06	\$10,222.50
			YR			\$104,274.72	\$110,100.24	\$116,280.72	\$122,670.00
<b>16</b>	<b>Captain II</b>	Regular Pay	HR			\$52.73	\$55.69	\$58.75	\$62.04
			BW			\$4,218.40	\$4,455.20	\$4,700.00	\$4,963.20
			MO			\$9,175.02	\$9,690.06	\$10,222.50	\$10,794.96
			YR			\$110,100.24	\$116,280.72	\$122,670.00	\$129,539.52
<b>17</b>	<b>Captain III</b>	Regular Pay	HR			\$55.69	\$58.75	\$62.04	\$65.52
			BW			\$4,455.20	\$4,700.00	\$4,963.20	\$5,241.60
			MO			\$9,690.06	\$10,222.50	\$10,794.96	\$11,400.48
			YR			\$116,280.72	\$122,670.00	\$129,539.52	\$136,805.76
<b>19</b>	<b>Commander</b>	Regular Pay	HR			\$62.04	\$65.52	\$69.14	\$73.01
			BW			\$4,963.20	\$5,241.60	\$5,531.20	\$5,840.80
			MO			\$10,794.96	\$11,400.48	\$12,030.36	\$12,703.74
			YR			\$129,539.52	\$136,805.76	\$144,364.32	\$152,444.88
<b>21</b>	<b>Deputy Chief I</b>	Regular Pay	HR	\$67.57	\$71.35	\$75.35	\$79.54	\$83.97	
			BW	\$5,405.60	\$5,708.00	\$6,028.00	\$6,363.20	\$6,717.60	
			MO	\$11,757.18	\$12,414.90	\$13,110.90	\$13,839.96	\$14,610.78	
			YR	\$141,086.16	\$148,978.80	\$157,330.80	\$166,079.52	\$175,329.36	
<b>24</b>	<b>Deputy Chief II</b>	Regular Pay	HR	\$79.34	\$83.78	\$88.44	\$93.36	\$98.58	
			BW	\$6,347.20	\$6,702.40	\$7,075.20	\$7,468.80	\$7,886.40	
			MO	\$13,805.16	\$14,577.72	\$15,388.56	\$16,244.64	\$17,152.92	
			YR	\$165,661.92	\$174,932.64	\$184,662.72	\$194,935.68	\$205,835.04	

**APPENDIX B  
CAPTAINS AND ABOVE  
REGULAR PAY AND BONUSES  
OPERATIVE JULY 1, 2003**

			1	2	3	4	5	6	
<b>15 Captain I</b>	Regular Pay	HR			\$49.94	\$52.73	\$55.69	\$58.75	
		BW			\$3,995.20	\$4,218.40	\$4,455.20	\$4,700.00	
		MO			\$8,689.56	\$9,175.02	\$9,690.06	\$10,222.50	
		YR			\$104,274.72	\$110,100.24	\$116,280.72	\$122,670.00	
	POST Certificate - 3% (Supervisory or Mangement)	HR				\$1.50	\$1.58	\$1.67	\$1.76
		BW				\$120.00	\$126.40	\$133.60	\$140.80
		MO				\$261.00	\$274.92	\$290.58	\$306.24
		YR				\$3,132.00	\$3,299.04	\$3,486.96	\$3,674.88
	Command Officer POST Bonus - 1% (three years in COA)	HR				\$0.50	\$0.53	\$0.56	\$0.59
		BW				\$40.00	\$42.40	\$44.80	\$47.20
		MO				\$87.00	\$92.22	\$97.44	\$102.66
		YR				\$1,044.00	\$1,106.64	\$1,169.28	\$1,231.92
	Continuing Educ. Bonus - 1% (if qualified)	HR				\$0.50	\$0.53	\$0.56	\$0.59
		BW				\$40.00	\$42.40	\$44.80	\$47.20
		MO				\$87.00	\$92.22	\$97.44	\$102.66
		YR				\$1,044.00	\$1,106.64	\$1,169.28	\$1,231.92
Regular Pay plus all bonuses	HR				\$52.44	\$55.37	\$58.48	\$61.69	
	BW				\$4,195.20	\$4,429.60	\$4,678.40	\$4,935.20	
	MO				\$9,124.56	\$9,634.38	\$10,175.52	\$10,734.06	
	YR				\$109,494.72	\$115,612.56	\$122,106.24	\$128,808.72	
<b>16 Captain II</b>	Regular Pay	HR			\$52.73	\$55.69	\$58.75	\$62.04	
		BW			\$4,218.40	\$4,455.20	\$4,700.00	\$4,963.20	
		MO			\$9,175.02	\$9,690.06	\$10,222.50	\$10,794.96	
		YR			\$110,100.24	\$116,280.72	\$122,670.00	\$129,539.52	
	POST Certificate - 3% (Supervisory or Mangement)	HR				\$1.58	\$1.67	\$1.76	\$1.86
		BW				\$126.40	\$133.60	\$140.80	\$148.80
		MO				\$274.92	\$290.58	\$306.24	\$323.64
		YR				\$3,299.04	\$3,486.96	\$3,674.88	\$3,883.68
	Command Officer POST Bonus - 1% (three years in COA)	HR				\$0.53	\$0.56	\$0.59	\$0.62
		BW				\$42.40	\$44.80	\$47.20	\$49.60
		MO				\$92.22	\$97.44	\$102.66	\$107.88
		YR				\$1,106.64	\$1,169.28	\$1,231.92	\$1,294.56
	Continuing Educ. Bonus - 1% (if qualified)	HR				\$0.53	\$0.56	\$0.59	\$0.62
		BW				\$42.40	\$44.80	\$47.20	\$49.60
		MO				\$92.22	\$97.44	\$102.66	\$107.88
		YR				\$1,106.64	\$1,169.28	\$1,231.92	\$1,294.56
Regular Pay plus all bonuses	HR				\$55.37	\$58.48	\$61.69	\$65.14	
	BW				\$4,429.60	\$4,678.40	\$4,935.20	\$5,211.20	
	MO				\$9,634.38	\$10,175.52	\$10,734.06	\$11,334.36	
	YR				\$115,612.56	\$122,106.24	\$128,808.72	\$136,012.32	

**APPENDIX B  
CAPTAINS AND ABOVE  
REGULAR PAY AND BONUSES  
OPERATIVE JULY 1, 2003**

			1	2	3	4	5	6
<b>17 Captain III</b>	Regular Pay	HR			\$55.69	\$58.75	\$62.04	\$65.52
		BW			\$4,455.20	\$4,700.00	\$4,963.20	\$5,241.60
		MO			\$9,690.06	\$10,222.50	\$10,794.96	\$11,400.48
		YR			\$116,280.72	\$122,670.00	\$129,539.52	\$136,805.76
POST Certificate - 3% (Supervisory or Mangement)		HR			\$1.67	\$1.76	\$1.86	\$1.97
		BW			\$133.60	\$140.80	\$148.80	\$157.60
		MO			\$290.58	\$306.24	\$323.64	\$342.78
		YR			\$3,486.96	\$3,674.88	\$3,883.68	\$4,113.36
Command Officer POST Bonus - 1% (three years in COA)		HR			\$0.56	\$0.59	\$0.62	\$0.66
		BW			\$44.80	\$47.20	\$49.60	\$52.80
		MO			\$97.44	\$102.66	\$107.88	\$114.84
		YR			\$1,169.28	\$1,231.92	\$1,294.56	\$1,378.08
Continuing Educ. Bonus - 1% (if qualified)		HR			\$0.56	\$0.59	\$0.62	\$0.66
		BW			\$44.80	\$47.20	\$49.60	\$52.80
		MO			\$97.44	\$102.66	\$107.88	\$114.84
		YR			\$1,169.28	\$1,231.92	\$1,294.56	\$1,378.08
	Regular Pay plus all bonuses	HR			\$58.48	\$61.69	\$65.14	\$68.81
		BW			\$4,678.40	\$4,935.20	\$5,211.20	\$5,504.80
		MO			\$10,175.52	\$10,734.06	\$11,334.36	\$11,972.94
		YR			\$122,106.24	\$128,808.72	\$136,012.32	\$143,675.28
<b>19 Commander</b>	Regular Pay	HR			\$62.04	\$65.52	\$69.14	\$73.01
		BW			\$4,963.20	\$5,241.60	\$5,531.20	\$5,840.80
		MO			\$10,794.96	\$11,400.48	\$12,030.36	\$12,703.74
		YR			\$129,539.52	\$136,805.76	\$144,364.32	\$152,444.88
POST Certificate - 3% (Supervisory or Mangement)		HR			\$1.86	\$1.97	\$2.07	\$2.19
		BW			\$148.80	\$157.60	\$165.60	\$175.20
		MO			\$323.64	\$342.78	\$360.18	\$381.06
		YR			\$3,883.68	\$4,113.36	\$4,322.16	\$4,572.72
Command Officer POST Bonus - 1% (three years in COA)		HR			\$0.62	\$0.66	\$0.69	\$0.73
		BW			\$49.60	\$52.80	\$55.20	\$58.40
		MO			\$107.88	\$114.84	\$120.06	\$127.02
		YR			\$1,294.56	\$1,378.08	\$1,440.72	\$1,524.24
Continuing Educ. Bonus - 1% (if qualified)		HR			\$0.62	\$0.66	\$0.69	\$0.73
		BW			\$49.60	\$52.80	\$55.20	\$58.40
		MO			\$107.88	\$114.84	\$120.06	\$127.02
		YR			\$1,294.56	\$1,378.08	\$1,440.72	\$1,524.24
	Regular Pay plus all bonuses	HR			\$65.14	\$68.81	\$72.59	\$76.66
		BW			\$5,211.20	\$5,504.80	\$5,807.20	\$6,132.80
		MO			\$11,334.36	\$11,972.94	\$12,630.66	\$13,338.84
		YR			\$136,012.32	\$143,675.28	\$151,567.92	\$160,066.08

**APPENDIX B  
CAPTAINS AND ABOVE  
REGULAR PAY AND BONUSES  
OPERATIVE JULY 1, 2003**

			<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>
<b>21 Deputy Chief I</b>	Regular Pay	HR	\$67.57	\$71.35	\$75.35	\$79.54	\$83.97	
		BW	\$5,405.60	\$5,708.00	\$6,028.00	\$6,363.20	\$6,717.60	
		MO	\$11,757.18	\$12,414.90	\$13,110.90	\$13,839.96	\$14,610.78	
		YR	\$141,086.16	\$148,978.80	\$157,330.80	\$166,079.52	\$175,329.36	
	POST Certificate - 3% (Supervisory or Mangement)	HR	\$2.03	\$2.14	\$2.26	\$2.39	\$2.52	
		BW	\$162.40	\$171.20	\$180.80	\$191.20	\$201.60	
		MO	\$353.22	\$372.36	\$393.24	\$415.86	\$438.48	
		YR	\$4,238.64	\$4,468.32	\$4,718.88	\$4,990.32	\$5,261.76	
	Command Officer POST Bonus - 1% (three years in COA)	HR	\$0.68	\$0.71	\$0.75	\$0.80	\$0.84	
		BW	\$54.40	\$56.80	\$60.00	\$64.00	\$67.20	
		MO	\$118.32	\$123.54	\$130.50	\$139.20	\$146.16	
		YR	\$1,419.84	\$1,482.48	\$1,566.00	\$1,670.40	\$1,753.92	
Continuing Educ. Bonus - 1% (if qualified)	HR	\$0.68	\$0.71	\$0.75	\$0.80	\$0.84		
	BW	\$54.40	\$56.80	\$60.00	\$64.00	\$67.20		
	MO	\$118.32	\$123.54	\$130.50	\$139.20	\$146.16		
	YR	\$1,419.84	\$1,482.48	\$1,566.00	\$1,670.40	\$1,753.92		
Regular Pay plus all bonuses	HR	\$70.96	\$74.91	\$79.11	\$83.53	\$88.17		
	BW	\$5,676.80	\$5,992.80	\$6,328.80	\$6,682.40	\$7,053.60		
	MO	\$12,347.04	\$13,034.34	\$13,765.14	\$14,534.22	\$15,341.58		
	YR	\$148,164.48	\$156,412.08	\$165,181.68	\$174,410.64	\$184,098.96		
<b>24 Deputy Chief II</b>	Regular Pay	HR	\$79.34	\$83.78	\$88.44	\$93.36	\$98.58	
		BW	\$6,347.20	\$6,702.40	\$7,075.20	\$7,468.80	\$7,886.40	
		MO	\$13,805.16	\$14,577.72	\$15,388.56	\$16,244.64	\$17,152.92	
		YR	\$165,661.92	\$174,932.64	\$184,662.72	\$194,935.68	\$205,835.04	
	POST Certificate - 3% (Supervisory or Mangement)	HR	\$2.38	\$2.51	\$2.65	\$2.80	\$2.96	
		BW	\$190.40	\$200.80	\$212.00	\$224.00	\$236.80	
		MO	\$414.12	\$436.74	\$461.10	\$487.20	\$515.04	
		YR	\$4,969.44	\$5,240.88	\$5,533.20	\$5,846.40	\$6,180.48	
	Command Officer POST Bonus - 1% (three years in COA)	HR	\$0.79	\$0.84	\$0.88	\$0.93	\$0.99	
		BW	\$63.20	\$67.20	\$70.40	\$74.40	\$79.20	
		MO	\$137.46	\$146.16	\$153.12	\$161.82	\$172.26	
		YR	\$1,649.52	\$1,753.92	\$1,837.44	\$1,941.84	\$2,067.12	
Continuing Educ. Bonus - 1% (if qualified)	HR	\$0.79	\$0.84	\$0.88	\$0.93	\$0.99		
	BW	\$63.20	\$67.20	\$70.40	\$74.40	\$79.20		
	MO	\$137.46	\$146.16	\$153.12	\$161.82	\$172.26		
	YR	\$1,649.52	\$1,753.92	\$1,837.44	\$1,941.84	\$2,067.12		
Regular Pay plus all bonuses	HR	\$83.30	\$87.97	\$92.85	\$98.02	\$103.52		
	BW	\$6,664.00	\$7,037.60	\$7,428.00	\$7,841.60	\$8,281.60		
	MO	\$14,494.20	\$15,306.78	\$16,155.90	\$17,055.48	\$18,012.48		
	YR	\$173,930.40	\$183,681.36	\$193,870.80	\$204,665.76	\$216,149.76		

**APPENDIX C  
CAPTAINS AND ABOVE  
REGULAR PAY  
OPERATIVE JULY 1, 2004**

			1	2	3	4	5	6
<b>15</b>	<b>Captain I</b>	Regular Pay	HR		\$51.44	\$54.31	\$57.36	\$60.51
			BW		\$4,115.20	\$4,344.80	\$4,588.80	\$4,840.80
			MO		\$8,950.56	\$9,449.94	\$9,980.64	\$10,528.74
			YR		\$107,406.72	\$113,399.28	\$119,767.68	\$126,344.88
<b>16</b>	<b>Captain II</b>	Regular Pay	HR		\$54.31	\$57.36	\$60.51	\$63.90
			BW		\$4,344.80	\$4,588.80	\$4,840.80	\$5,112.00
			MO		\$9,449.94	\$9,980.64	\$10,528.74	\$11,118.60
			YR		\$113,399.28	\$119,767.68	\$126,344.88	\$133,423.20
<b>17</b>	<b>Captain III</b>	Regular Pay	HR		\$57.36	\$60.51	\$63.90	\$67.49
			BW		\$4,588.80	\$4,840.80	\$5,112.00	\$5,399.20
			MO		\$9,980.64	\$10,528.74	\$11,118.60	\$11,743.26
			YR		\$119,767.68	\$126,344.88	\$133,423.20	\$140,919.12
<b>19</b>	<b>Commander</b>	Regular Pay	HR		\$63.90	\$67.49	\$71.21	\$75.20
			BW		\$5,112.00	\$5,399.20	\$5,696.80	\$6,016.00
			MO		\$11,118.60	\$11,743.26	\$12,390.54	\$13,084.80
			YR		\$133,423.20	\$140,919.12	\$148,686.48	\$157,017.60
<b>21</b>	<b>Deputy Chief I</b>	Regular Pay	HR	\$69.60	\$73.49	\$77.61	\$81.93	\$86.49
			BW	\$5,568.00	\$5,879.20	\$6,208.80	\$6,554.40	\$6,919.20
			MO	\$12,110.40	\$12,787.26	\$13,504.14	\$14,255.82	\$15,049.26
			YR	\$145,324.80	\$153,447.12	\$162,049.68	\$171,069.84	\$180,591.12
<b>24</b>	<b>Deputy Chief II</b>	Regular Pay	HR	\$81.72	\$86.29	\$91.09	\$96.16	\$101.54
			BW	\$6,537.60	\$6,903.20	\$7,287.20	\$7,692.80	\$8,123.20
			MO	\$14,219.28	\$15,014.46	\$15,849.66	\$16,731.84	\$17,667.96
			YR	\$170,631.36	\$180,173.52	\$190,195.92	\$200,782.08	\$212,015.52

**APPENDIX C  
CAPTAINS AND ABOVE  
REGULAR PAY AND BONUSES  
OPERATIVE JULY 1, 2004**

			1	2	3	4	5	6
<b>15 Captain I</b>	Regular Pay	HR			\$51.44	\$54.31	\$57.36	\$60.51
		BW			\$4,115.20	\$4,344.80	\$4,588.80	\$4,840.80
		MO			\$8,950.56	\$9,449.94	\$9,980.64	\$10,528.74
		YR			\$107,406.72	\$113,399.28	\$119,767.68	\$126,344.88
	POST Certificate - 3% (Supervisory or Mangement)	HR			\$1.54	\$1.63	\$1.72	\$1.82
		BW			\$123.20	\$130.40	\$137.60	\$145.60
		MO			\$267.96	\$283.62	\$299.28	\$316.68
		YR			\$3,215.52	\$3,403.44	\$3,591.36	\$3,800.16
	Command Officer POST Bonus - 1% (three years in COA)	HR			\$0.51	\$0.54	\$0.57	\$0.61
		BW			\$40.80	\$43.20	\$45.60	\$48.80
		MO			\$88.74	\$93.96	\$99.18	\$106.14
		YR			\$1,064.88	\$1,127.52	\$1,190.16	\$1,273.68
	Continuing Educ. Bonus - 1% (if qualified)	HR			\$0.51	\$0.54	\$0.57	\$0.61
		BW			\$40.80	\$43.20	\$45.60	\$48.80
		MO			\$88.74	\$93.96	\$99.18	\$106.14
		YR			\$1,064.88	\$1,127.52	\$1,190.16	\$1,273.68
Regular Pay plus all bonuses	HR			\$54.00	\$57.02	\$60.22	\$63.55	
	BW			\$4,320.00	\$4,561.60	\$4,817.60	\$5,084.00	
	MO			\$9,396.00	\$9,921.48	\$10,478.28	\$11,057.70	
	YR			\$112,752.00	\$119,057.76	\$125,739.36	\$132,692.40	
<b>16 Captain II</b>	Regular Pay	HR			\$54.31	\$57.36	\$60.51	\$63.90
		BW			\$4,344.80	\$4,588.80	\$4,840.80	\$5,112.00
		MO			\$9,449.94	\$9,980.64	\$10,528.74	\$11,118.60
		YR			\$113,399.28	\$119,767.68	\$126,344.88	\$133,423.20
	POST Certificate - 3% (Supervisory or Mangement)	HR			\$1.63	\$1.72	\$1.82	\$1.92
		BW			\$130.40	\$137.60	\$145.60	\$153.60
		MO			\$283.62	\$299.28	\$316.68	\$334.08
		YR			\$3,403.44	\$3,591.36	\$3,800.16	\$4,008.96
	Command Officer POST Bonus - 1% (three years in COA)	HR			\$0.54	\$0.57	\$0.61	\$0.64
		BW			\$43.20	\$45.60	\$48.80	\$51.20
		MO			\$93.96	\$99.18	\$106.14	\$111.36
		YR			\$1,127.52	\$1,190.16	\$1,273.68	\$1,336.32
	Continuing Educ. Bonus - 1% (if qualified)	HR			\$0.54	\$0.57	\$0.61	\$0.64
		BW			\$43.20	\$45.60	\$48.80	\$51.20
		MO			\$93.96	\$99.18	\$106.14	\$111.36
	Regular Pay plus all bonuses	HR			\$57.02	\$60.22	\$63.55	\$67.10
BW				\$4,561.60	\$4,817.60	\$5,084.00	\$5,368.00	
MO				\$9,921.48	\$10,478.28	\$11,057.70	\$11,675.40	
YR				\$119,057.76	\$125,739.36	\$132,692.40	\$140,104.80	

**APPENDIX C  
CAPTAINS AND ABOVE  
REGULAR PAY AND BONUSES  
OPERATIVE JULY 1, 2004**

			1	2	3	4	5	6	
17	<b>Captain III</b>	Regular	HR			\$57.36	\$60.51	\$63.90	\$67.49
		Pay	BW			\$4,588.80	\$4,840.80	\$5,112.00	\$5,399.20
			MO			\$9,980.64	\$10,528.74	\$11,118.60	\$11,743.26
			YR			\$119,767.68	\$126,344.88	\$133,423.20	\$140,919.12
		POST Certificate - 3% (Supervisory or Mangement)	HR			\$1.72	\$1.82	\$1.92	\$2.02
			BW			\$137.60	\$145.60	\$153.60	\$161.60
			MO			\$299.28	\$316.68	\$334.08	\$351.48
			YR			\$3,591.36	\$3,800.16	\$4,008.96	\$4,217.76
		Command Officer POST Bonus - 1% (three years in COA)	HR			\$0.57	\$0.61	\$0.64	\$0.67
			BW			\$45.60	\$48.80	\$51.20	\$53.60
			YR			\$1,190.16	\$1,273.68	\$1,336.32	\$1,398.96
	Continuing Educ. Bonus - 1% (if qualified)	HR			\$0.57	\$0.61	\$0.64	\$0.67	
		BW			\$45.60	\$48.80	\$51.20	\$53.60	
		MO			\$99.18	\$106.14	\$111.36	\$116.58	
		YR			\$1,190.16	\$1,273.68	\$1,336.32	\$1,398.96	
	Regular Pay plus all bonuses	HR			\$60.22	\$63.55	\$67.10	\$70.85	
		BW			\$4,817.60	\$5,084.00	\$5,368.00	\$5,668.00	
		MO			\$10,478.28	\$11,057.70	\$11,675.40	\$12,327.90	
		YR			\$125,739.36	\$132,692.40	\$140,104.80	\$147,934.80	
19	<b>Commander</b>	Regular	HR			\$63.90	\$67.49	\$71.21	\$75.20
		Pay	BW			\$5,112.00	\$5,399.20	\$5,696.80	\$6,016.00
			MO			\$11,118.60	\$11,743.26	\$12,390.54	\$13,084.80
			YR			\$133,423.20	\$140,919.12	\$148,686.48	\$157,017.60
		POST Certificate - 3% (Supervisory or Mangement)	HR			\$1.92	\$2.02	\$2.14	\$2.26
			BW			\$153.60	\$161.60	\$171.20	\$180.80
			YR			\$4,008.96	\$4,217.76	\$4,468.32	\$4,718.88
		Command Officer POST Bonus - 1% (three years in COA)	HR			\$0.64	\$0.67	\$0.71	\$0.75
			BW			\$51.20	\$53.60	\$56.80	\$60.00
			MO			\$111.36	\$116.58	\$123.54	\$130.50
			YR			\$1,336.32	\$1,398.96	\$1,482.48	\$1,566.00
	Continuing Educ. Bonus - 1% (if qualified)	HR			\$0.64	\$0.67	\$0.71	\$0.75	
		BW			\$51.20	\$53.60	\$56.80	\$60.00	
		MO			\$111.36	\$116.58	\$123.54	\$130.50	
		YR			\$1,336.32	\$1,398.96	\$1,482.48	\$1,566.00	
	Regular Pay plus all bonuses	HR			\$67.10	\$70.85	\$74.77	\$78.96	
		BW			\$5,368.00	\$5,668.00	\$5,981.60	\$6,316.80	
		MO			\$11,675.40	\$12,327.90	\$13,009.98	\$13,739.04	
		YR			\$140,104.80	\$147,934.80	\$156,119.76	\$164,868.48	



**APPENDIX C  
CAPTAINS AND ABOVE  
REGULAR PAY AND BONUSES  
OPERATIVE JULY 1, 2004**

			1	2	3	4	5	6
<b>21 Deputy Chief I</b>	Regular Pay	HR	\$69.60	\$73.49	\$77.61	\$81.93	\$86.49	
		BW	\$5,568.00	\$5,879.20	\$6,208.80	\$6,554.40	\$6,919.20	
		YR	\$145,324.80	\$153,447.12	\$162,049.68	\$171,069.84	\$180,591.12	
	POST Certificate - 3% (Supervisory or Mangement)	HR	\$2.09	\$2.20	\$2.33	\$2.46	\$2.59	
		BW	\$167.20	\$176.00	\$186.40	\$196.80	\$207.20	
		MO	\$363.66	\$382.80	\$405.42	\$428.04	\$450.66	
		YR	\$4,363.92	\$4,593.60	\$4,865.04	\$5,136.48	\$5,407.92	
	Command Officer POST Bonus - 1% (three years in COA)	HR	\$0.70	\$0.73	\$0.78	\$0.82	\$0.86	
		BW	\$56.00	\$58.40	\$62.40	\$65.60	\$68.80	
		MO	\$121.80	\$127.02	\$135.72	\$142.68	\$149.64	
		YR	\$1,461.60	\$1,524.24	\$1,628.64	\$1,712.16	\$1,795.68	
	Continuing Educ. Bonus - 1% (if qualified)	HR	\$0.70	\$0.73	\$0.78	\$0.82	\$0.86	
		BW	\$56.00	\$58.40	\$62.40	\$65.60	\$68.80	
		MO	\$121.80	\$127.02	\$135.72	\$142.68	\$149.64	
		YR	\$1,461.60	\$1,524.24	\$1,628.64	\$1,712.16	\$1,795.68	
	Regular Pay plus all bonuses	HR	\$73.09	\$77.15	\$81.50	\$86.03	\$90.80	
		BW	\$5,847.20	\$6,172.00	\$6,520.00	\$6,882.40	\$7,264.00	
		MO	\$12,717.66	\$13,424.10	\$14,181.00	\$14,969.22	\$15,799.20	
		YR	\$152,611.92	\$161,089.20	\$170,172.00	\$179,630.64	\$189,590.40	
	<b>24 Deputy Chief II</b>	Regular Pay	HR	\$81.72	\$86.29	\$91.09	\$96.16	\$101.54
BW			\$6,537.60	\$6,903.20	\$7,287.20	\$7,692.80	\$8,123.20	
MO			\$14,219.28	\$15,014.46	\$15,849.66	\$16,731.84	\$17,667.96	
YR			\$170,631.36	\$180,173.52	\$190,195.92	\$200,782.08	\$212,015.52	
POST Certificate - 3% (Supervisory or Mangement)		HR	\$2.45	\$2.59	\$2.73	\$2.88	\$3.05	
		BW	\$196.00	\$207.20	\$218.40	\$230.40	\$244.00	
		MO	\$426.30	\$450.66	\$475.02	\$501.12	\$530.70	
		YR	\$5,115.60	\$5,407.92	\$5,700.24	\$6,013.44	\$6,368.40	
Command Officer POST Bonus - 1% (three years in COA)		HR	\$0.82	\$0.86	\$0.91	\$0.96	\$1.02	
		BW	\$65.60	\$68.80	\$72.80	\$76.80	\$81.60	
		MO	\$142.68	\$149.64	\$158.34	\$167.04	\$177.48	
		YR	\$1,712.16	\$1,795.68	\$1,900.08	\$2,004.48	\$2,129.76	
Continuing Educ. Bonus - 1% (if qualified)		HR	\$0.82	\$0.86	\$0.91	\$0.96	\$1.02	
		BW	\$65.60	\$68.80	\$72.80	\$76.80	\$81.60	
		MO	\$142.68	\$149.64	\$158.34	\$167.04	\$177.48	
		YR	\$1,712.16	\$1,795.68	\$1,900.08	\$2,004.48	\$2,129.76	
Regular Pay plus all bonuses		HR	\$85.81	\$90.60	\$95.64	\$100.96	\$106.63	
		BW	\$6,864.80	\$7,248.00	\$7,651.20	\$8,076.80	\$8,530.40	
		MO	\$14,930.94	\$15,764.40	\$16,641.36	\$17,567.04	\$18,553.62	
		YR	\$179,171.28	\$189,172.80	\$199,696.32	\$210,804.48	\$222,643.44	

**APPENDIX D  
CAPTAINS AND ABOVE  
REGULAR PAY  
OPERATIVE JULY 1, 2005**

			1	2	3	4	5	6	
<b>15</b>	<b>Captain I</b>	Regular Pay	HR			\$53.50	\$56.48	\$59.65	\$62.93
			BW			\$4,280.00	\$4,518.40	\$4,772.00	\$5,034.40
			MO			\$9,309.00	\$9,827.52	\$10,379.10	\$10,949.82
			YR			\$111,708.00	\$117,930.24	\$124,549.20	\$131,397.84
<b>16</b>	<b>Captain II</b>	Regular Pay	HR			\$56.48	\$59.65	\$62.93	\$66.46
			BW			\$4,518.40	\$4,772.00	\$5,034.40	\$5,316.80
			MO			\$9,827.52	\$10,379.10	\$10,949.82	\$11,564.04
			YR			\$117,930.24	\$124,549.20	\$131,397.84	\$138,768.48
<b>17</b>	<b>Captain III</b>	Regular Pay	HR			\$59.65	\$62.93	\$66.46	\$70.19
			BW			\$4,772.00	\$5,034.40	\$5,316.80	\$5,615.20
			MO			\$10,379.10	\$10,949.82	\$11,564.04	\$12,213.06
			YR			\$124,549.20	\$131,397.84	\$138,768.48	\$146,556.72
<b>19</b>	<b>Commander</b>	Regular Pay	HR			\$66.46	\$70.19	\$74.06	\$78.21
			BW			\$5,316.80	\$5,615.20	\$5,924.80	\$6,256.80
			MO			\$11,564.04	\$12,213.06	\$12,886.44	\$13,608.54
			YR			\$138,768.48	\$146,556.72	\$154,637.28	\$163,302.48
<b>21</b>	<b>Deputy Chief I</b>	Regular Pay	HR	\$72.38	\$76.43	\$80.71	\$85.21	\$89.95	
			BW	\$5,790.40	\$6,114.40	\$6,456.80	\$6,816.80	\$7,196.00	
			MO	\$12,594.12	\$13,298.82	\$14,043.54	\$14,826.54	\$15,651.30	
			YR	\$151,129.44	\$159,585.84	\$168,522.48	\$177,918.48	\$187,815.60	
<b>24</b>	<b>Deputy Chief II</b>	Regular Pay	HR	\$84.99	\$89.74	\$94.73	\$100.01	\$105.60	
			BW	\$6,799.20	\$7,179.20	\$7,578.40	\$8,000.80	\$8,448.00	
			MO	\$14,788.26	\$15,614.76	\$16,483.02	\$17,401.74	\$18,374.40	
			YR	\$177,459.12	\$187,377.12	\$197,796.24	\$208,820.88	\$220,492.80	

**APPENDIX D  
CAPTAINS AND ABOVE  
REGULAR PAY AND BONUSES  
OPERATIVE JULY 1, 2005**

			1	2	3	4	5	6
<b>15 Captain I</b>	Regular Pay	HR			\$53.50	\$56.48	\$59.65	\$62.93
		BW			\$4,280.00	\$4,518.40	\$4,772.00	\$5,034.40
		MO			\$9,309.00	\$9,827.52	\$10,379.10	\$10,949.82
		YR			\$111,708.00	\$117,930.24	\$124,549.20	\$131,397.84
	POST Certificate - 3% (Supervisory or Mangement)	HR			\$1.61	\$1.69	\$1.79	\$1.89
		BW			\$128.80	\$135.20	\$143.20	\$151.20
		MO			\$280.14	\$294.06	\$311.46	\$328.86
		YR			\$3,361.68	\$3,528.72	\$3,737.52	\$3,946.32
	Command Officer POST Bonus - 1% (three years in COA)	HR			\$0.54	\$0.56	\$0.60	\$0.63
		BW			\$43.20	\$44.80	\$48.00	\$50.40
		MO			\$93.96	\$97.44	\$104.40	\$109.62
		YR			\$1,127.52	\$1,169.28	\$1,252.80	\$1,315.44
	Continuing Educ. Bonus - 1% (if qualified)	HR			\$0.54	\$0.56	\$0.60	\$0.63
		BW			\$43.20	\$44.80	\$48.00	\$50.40
		MO			\$93.96	\$97.44	\$104.40	\$109.62
		YR			\$1,127.52	\$1,169.28	\$1,252.80	\$1,315.44
Regular Pay plus all bonues	HR			\$56.19	\$59.29	\$62.64	\$66.08	
	BW			\$4,495.20	\$4,743.20	\$5,011.20	\$5,286.40	
	MO			\$9,777.06	\$10,316.46	\$10,899.36	\$11,497.92	
	YR			\$117,324.72	\$123,797.52	\$130,792.32	\$137,975.04	
<b>16 Captain II</b>	Regular Pay	HR			\$56.48	\$59.65	\$62.93	\$66.46
		BW			\$4,518.40	\$4,772.00	\$5,034.40	\$5,316.80
		MO			\$9,827.52	\$10,379.10	\$10,949.82	\$11,564.04
		YR			\$117,930.24	\$124,549.20	\$131,397.84	\$138,768.48
	POST Certificate - 3% (Supervisory or Mangement)	HR			\$1.69	\$1.79	\$1.89	\$1.99
		BW			\$135.20	\$143.20	\$151.20	\$159.20
		MO			\$294.06	\$311.46	\$328.86	\$346.26
		YR			\$3,528.72	\$3,737.52	\$3,946.32	\$4,155.12
	Command Officer POST Bonus - 1% (three years in COA)	HR			\$0.56	\$0.60	\$0.63	\$0.66
		BW			\$44.80	\$48.00	\$50.40	\$52.80
		MO			\$97.44	\$104.40	\$109.62	\$114.84
		YR			\$1,169.28	\$1,252.80	\$1,315.44	\$1,378.08
	Continuing Educ. Bonus - 1% (if qualified)	HR			\$0.56	\$0.60	\$0.63	\$0.66
		BW			\$44.80	\$48.00	\$50.40	\$52.80
		YR			\$1,169.28	\$1,252.80	\$1,315.44	\$1,378.08
	Regular Pay plus all bonues	HR			\$59.29	\$62.64	\$66.08	\$69.77
BW				\$4,743.20	\$5,011.20	\$5,286.40	\$5,581.60	
MO				\$10,316.46	\$10,899.36	\$11,497.92	\$12,139.98	
YR				\$123,797.52	\$130,792.32	\$137,975.04	\$145,679.76	

**APPENDIX D  
CAPTAINS AND ABOVE  
REGULAR PAY AND BONUSES  
OPERATIVE JULY 1, 2005**

			1	2	3	4	5	6
<b>17 Captain III</b>	Regular Pay	HR			\$59.65	\$62.93	\$66.46	\$70.19
		BW			\$4,772.00	\$5,034.40	\$5,316.80	\$5,615.20
		MO			\$10,379.10	\$10,949.82	\$11,564.04	\$12,213.06
		YR			\$124,549.20	\$131,397.84	\$138,768.48	\$146,556.72
	POST Certificate - 3% (Supervisory or Mangement)	HR			\$1.79	\$1.89	\$1.99	\$2.11
		BW			\$143.20	\$151.20	\$159.20	\$168.80
		MO			\$311.46	\$328.86	\$346.26	\$367.14
		YR			\$3,737.52	\$3,946.32	\$4,155.12	\$4,405.68
	Command Officer POST Bonus - 1%	HR			\$0.60	\$0.63	\$0.66	\$0.70
		MO			\$104.40	\$109.62	\$114.84	\$121.80
		YR			\$1,252.80	\$1,315.44	\$1,378.08	\$1,461.60
	Continuing Educ. Bonus - 1% (if qualified)	HR			\$0.60	\$0.63	\$0.66	\$0.70
		BW			\$48.00	\$50.40	\$52.80	\$56.00
		MO			\$104.40	\$109.62	\$114.84	\$121.80
		YR			\$1,252.80	\$1,315.44	\$1,378.08	\$1,461.60
	Regular Pay plus all bonuses	HR			\$62.64	\$66.08	\$69.77	\$73.70
		BW			\$5,011.20	\$5,286.40	\$5,581.60	\$5,896.00
		MO			\$10,899.36	\$11,497.92	\$12,139.98	\$12,823.80
		YR			\$130,792.32	\$137,975.04	\$145,679.76	\$153,885.60
	<b>19 Commander</b>	Regular Pay	HR			\$66.46	\$70.19	\$74.06
BW					\$5,316.80	\$5,615.20	\$5,924.80	\$6,256.80
MO					\$11,564.04	\$12,213.06	\$12,886.44	\$13,608.54
YR					\$138,768.48	\$146,556.72	\$154,637.28	\$163,302.48
POST Certificate - 3%		HR			\$1.99	\$2.11	\$2.22	\$2.35
		MO			\$346.26	\$367.14	\$386.28	\$408.90
		YR			\$4,155.12	\$4,405.68	\$4,635.36	\$4,906.80
Command Officer POST Bonus - 1% (three years in COA)		HR			\$0.66	\$0.70	\$0.74	\$0.78
		BW			\$52.80	\$56.00	\$59.20	\$62.40
		MO			\$114.84	\$121.80	\$128.76	\$135.72
		YR			\$1,378.08	\$1,461.60	\$1,545.12	\$1,628.64
Continuing Educ. Bonus - 1% (if qualified)		HR			\$0.66	\$0.70	\$0.74	\$0.78
		BW			\$52.80	\$56.00	\$59.20	\$62.40
		MO			\$114.84	\$121.80	\$128.76	\$135.72
		YR			\$1,378.08	\$1,461.60	\$1,545.12	\$1,628.64
Regular Pay plus all bonuses		HR			\$69.77	\$73.70	\$77.76	\$82.12
		BW			\$5,581.60	\$5,896.00	\$6,220.80	\$6,569.60
		MO			\$12,139.98	\$12,823.80	\$13,530.24	\$14,288.88
		YR			\$145,679.76	\$153,885.60	\$162,362.88	\$171,466.56

**APPENDIX D**  
**CAPTAINS AND ABOVE**  
**REGULAR PAY AND BONUSES**  
**OPERATIVE JULY 1, 2005**

			1	2	3	4	5	6
<b>21 Deputy Chief I</b>	Regular	HR	\$72.38	\$76.43	\$80.71	\$85.21	\$89.95	
		MO	\$12,594.12	\$13,298.82	\$14,043.54	\$14,826.54	\$15,651.30	
		YR	\$151,129.44	\$159,585.84	\$168,522.48	\$177,918.48	\$187,815.60	
	POST Certificate - 3% (Supervisory or Mangement)	HR	\$2.17	\$2.29	\$2.42	\$2.56	\$2.70	
		BW	\$173.60	\$183.20	\$193.60	\$204.80	\$216.00	
		MO	\$377.58	\$398.46	\$421.08	\$445.44	\$469.80	
		YR	\$4,530.96	\$4,781.52	\$5,052.96	\$5,345.28	\$5,637.60	
	Command Officer POST Bonus - 1% (three years in COA)	HR	\$0.72	\$0.76	\$0.81	\$0.85	\$0.90	
		BW	\$57.60	\$60.80	\$64.80	\$68.00	\$72.00	
		MO	\$125.28	\$132.24	\$140.94	\$147.90	\$156.60	
		YR	\$1,503.36	\$1,586.88	\$1,691.28	\$1,774.80	\$1,879.20	
	Continuing Educ. Bonus - 1% (if qualified)	HR	\$0.72	\$0.76	\$0.81	\$0.85	\$0.90	
		BW	\$57.60	\$60.80	\$64.80	\$68.00	\$72.00	
		MO	\$125.28	\$132.24	\$140.94	\$147.90	\$156.60	
		YR	\$1,503.36	\$1,586.88	\$1,691.28	\$1,774.80	\$1,879.20	
	Regular Pay plus all bonuses	HR	\$75.99	\$80.24	\$84.75	\$89.47	\$94.45	
		BW	\$6,079.20	\$6,419.20	\$6,780.00	\$7,157.60	\$7,556.00	
		MO	\$13,222.26	\$13,961.76	\$14,746.50	\$15,567.78	\$16,434.30	
		YR	\$158,667.12	\$167,541.12	\$176,958.00	\$186,813.36	\$197,211.60	
<b>24 Deputy Chief II</b>	Regular Pay	HR	\$84.99	\$89.74	\$94.73	\$100.01	\$105.60	
		BW	\$6,799.20	\$7,179.20	\$7,578.40	\$8,000.80	\$8,448.00	
		MO	\$14,788.26	\$15,614.76	\$16,483.02	\$17,401.74	\$18,374.40	
		YR	\$177,459.12	\$187,377.12	\$197,796.24	\$208,820.88	\$220,492.80	
	POST Certificate - 3% (Supervisory or Mangement)	HR	\$2.55	\$2.69	\$2.84	\$3.00	\$3.17	
		BW	\$204.00	\$215.20	\$227.20	\$240.00	\$253.60	
		MO	\$443.70	\$468.06	\$494.16	\$522.00	\$551.58	
		YR	\$5,324.40	\$5,616.72	\$5,929.92	\$6,264.00	\$6,618.96	
	Command Officer POST Bonus - 1% (three years in COA)	HR	\$0.85	\$0.90	\$0.95	\$1.00	\$1.06	
		BW	\$68.00	\$72.00	\$76.00	\$80.00	\$84.80	
		MO	\$147.90	\$156.60	\$165.30	\$174.00	\$184.44	
		YR	\$1,774.80	\$1,879.20	\$1,983.60	\$2,088.00	\$2,213.28	
	Continuing Educ. Bonus - 1% (if qualified)	HR	\$0.85	\$0.90	\$0.95	\$1.00	\$1.06	
		BW	\$68.00	\$72.00	\$76.00	\$80.00	\$84.80	
		MO	\$147.90	\$156.60	\$165.30	\$174.00	\$184.44	
		YR	\$1,774.80	\$1,879.20	\$1,983.60	\$2,088.00	\$2,213.28	
	Regular Pay plus all bonuses	HR	\$89.24	\$94.23	\$99.47	\$105.01	\$110.89	
		BW	\$7,139.20	\$7,538.40	\$7,957.60	\$8,400.80	\$8,871.20	
		MO	\$15,527.76	\$16,396.02	\$17,307.78	\$18,271.74	\$19,294.86	
		YR	\$186,333.12	\$196,752.24	\$207,693.36	\$219,260.88	\$231,538.32	

**APPENDIX E – REVISED  
March 13, 2002**

**Salary Administration**

**(a) Salary Progression**

Advancement in the salary rate of captains and commanders shall be made automatically step by step after each year of aggregate service in the class and pay grade in which the employee is employed to the maximum step rate within the salary schedule prescribed for his/her class and pay grade, subject to the provisions of Subsections (c) and (e) of this Appendix. This shall include any necessary salary adjustments for employees in Schedules 15 – 24 that did not occur in 1999 and 2000 because of the moratorium on merit pay and elimination of certain merit steps.

**(b) Salary Advancement Upon Promotion or Assignment to Higher Pay Grade**

Any employee 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, or the rate of compensation next higher to that received by him/her prior to such promotion, whichever is greater. If the employee is entitled to a step advancement pursuant to Appendices A – C on the same day as such promotion or assignment, the step advancement shall be considered to have occurred prior to such promotion or assignment.

Notwithstanding Administrative Code Section 4.159, there is no requirement that an employee promoted to the rank of deputy chief receive a minimum salary increase of five percent.

**(c) Salary Rate Upon Assignment to a Lower Pay Grade Within a Job Class**

Any employee reassigned to a lower pay grade within the class of position to which he/she was appointed shall receive the same compensation received by him/her prior to such reassignment, or be compensated at the top step of the schedule for the lowest pay grade, whichever is lower. In any case where an employee reassigned to a lower pay grade is not receiving the top non-merit step, such employee shall not be advanced to the next higher non-merit pay step pursuant to Subsection (a) of this Appendix until he/she has been in the lower pay grade assignment for at least one year.

**(d) Salary Rate Upon Lateral Transfer**

Whenever any employee is appointed to or displaces in a position in the same department in a different class and pay grade having the same salary schedule, he/she shall be entitled to receive in the position to which he/she is appointed or in which he/she displaces, the same rate of compensation that he/she was receiving prior to such appointment or displacement.

(e) **Merit Pay Step in Schedules 15 through 24**

The maximum or top step in Schedules 15 through 19 and all steps in Schedules 21 and 24 are designated as merit pay. Receipt of salary at a step designated as merit pay in these Schedules is a privilege to be earned and retained on the basis of merit, and not a right. No employee in a position compensated at Schedules 15 through 24 may receive salary at a step designated as merit pay until the Chief Administrative Officer of the Police Department (hereinafter "Chief of Police"), or the person designated by the officer, certifies to the Controller that the employee has completed the required period of one year of observed performance in his/her class and further certifies that he/she finds the employee's standard of service to qualify for merit pay. Any such designation shall be made in writing to the Controller.

An employee being compensated at a step designated as merit pay shall receive an initial salary increase upon promotion or assignment to a higher pay grade without the necessity for further certification. If at any time the standard of service of an employee in the rank of captain or commander who is receiving salary at the top step no longer qualifies for merit pay as confirmed by the Merit Pay Review Board, the Chief of Police or his/her designee may so certify to the Controller, and in that event the salary of such employee shall revert from the top step to the next lower step and the employee shall not again be advanced to the top step unless and until the Chief of Police or his/her designee certifies that, in his/her opinion, such employee has achieved a qualifying standard of service for merit pay for the required period. An officer who has been reduced to a non-merit step may be eligible for re-certification of merit pay based upon an evaluation of one-half the period of time required for initial certification. Consideration for re-certification of merit pay shall be processed in the same manner as consideration for initial merit pay.

The Chief of Police may, in his/her discretion and without concurrence of at least three deputy chiefs, certify that a captain or commander's standard of service qualifies for merit pay, but he may not certify that an captain or commander's standard of service no longer qualifies him/her for merit pay without the concurrence of at least three deputy chiefs.

All certifications required by this section shall be made on forms prescribed by the Controller.

The Chief of Police shall establish procedures for rating and reviewing the standards of service required for merit increases. The procedures shall provide as follows:

(1) A Performance Evaluation Report by a supervisor at least one rank above the employee being rated.

(2) Review of the Performance Evaluation Report by the supervisor of the rater except for the rank immediately below the Chief of Police which shall not be subject to review.

(3) Rating and reviewing of an employee's performance at least annually.

(4) Rating and reviewing of an employee's performance at any time the employee's standard of service falls below the minimum standard required for receiving his present merit step.

(5) The deputy chief of the concerned employee in the rank of captain or commander shall:

(a) Transmit to the Deputy Chiefs sitting together as a Review Panel via Director of the Office of Human Resources a recommendation for merit pay and indicating the employee has sustained the level of performance that justifies merit pay and has done so for the required period. A copy of the most recent Performance Evaluation Report shall be attached; or

(b) In cases where no merit pay is recommended and/or it is determined the employee is not eligible to be considered for merit pay, provide written correspondence to the employee so indicating with a copy of the most recent Performance Evaluation Report attached.

(6) Any recommendation to remove merit pay from a captain or commander shall be in writing and shall be transmitted to the Merit Pay Review Board via the Office of Human Resources indicating the employee has not sustained the level of performance that justifies merit pay. A copy of the employee's most recent Performance Evaluation Report shall be attached. The employee shall be given a copy of the recommendation and Performance Evaluation Report.

(7) The determination of merit pay will be conducted on an annual basis and at the same time for all employees in the same class and pay grade; provided, however, no employee shall be entitled to be considered for merit pay until such time as the employee has completed at least one year of service following advancement to the highest non-merit step in the schedule for the employee's current pay grade within the class of position or as specified in Subsection (c) of this Appendix.

(8) A recommendation to award merit pay to a captain or commander shall be reviewed by the Review Panel and a recommendation to remove merit pay shall be reviewed by the Merit Pay Review Board before it is forwarded to the Chief of Police for approval. The recommendation forwarded to the Chief of Police is a confidential document and shall not be given to the employee.

(9) The Chief of Police shall review all recommendations to award or remove merit pay and shall render his/her decision in writing. A copy of such decision shall be provided to the employee and his/her concerned deputy chief, if any.

(10) A captain or commander who is denied merit pay or from whom it is removed may request a meeting with his/her deputy chief to discuss the merit pay determination.

(11) Determination for the granting, withholding or removal of merit pay for officers of the rank of deputy chief shall be made by the Chief of Police. No deputy chief shall be entitled to be considered for merit pay until such time as the employee has completed at least one year of service following advancement to the employee's current pay grade within the class of position or as specified in Subsection (c) of this Appendix. The concerned deputy chief shall be given written notice relative to merit pay determination and may request a meeting with the Chief of Police to discuss the merit pay determination.

(12) The decision of the Chief of Police to grant or withhold merit pay is final and is not subject to any review or appeal. However, the decision to remove merit pay may be appealed pursuant to procedures implemented for administrative appeals for members of this Representation Unit.



(13) Merit pay shall become effective at the beginning of the pay period during which January 1 falls and shall be based on the performance of the employee during the prior calendar year.

(f) **Timekeeping Provisions**

The use of leave time provided for in Articles 6.15 and 6.17 shall be marked in the time books with the code "PDL." Leave taken pursuant to the Extra Ordinary Duty Agreement shall be marked in the time books with the code "EDL." These codes shall be used until such time as the PaySR system is functional and replacement codes have been established.

(g) **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.

(h) **Effective Dates of Pay Increases or Decreases**

When anniversary dates for step raises, merit pay or POST/training bonus fall within a payroll period, the pay increase shall be effective at the beginning of the payroll period within which the date falls. When merit pay, assignment pay or POST/training bonus are decreased within a payroll period, the decrease shall be effective at the beginning of the following payroll period. This provision shall become effective upon adoption of the MOU by the City Council and shall not apply to salary increases otherwise provided for in this MOU.

(j) **Corrections**

The City Administrative Officer and the City Controller are hereby authorized to correct any technical or clerical errors in Memorandum of Understanding No. 25 and related appendices.

## **APPENDIX F**

### **SALARY NOTES**

- Note 1: Michael Bostic, while employed as a Police Commander, Code 2251, shall receive compensation in the amount of \$6,783.20 biweekly effective December 28, 2002. Commander Bostic shall continue to receive said salary without any cost of living adjustments until the date of his retirement or such time as his actual salary at his current rank reaches or exceeds \$6,783.20, whichever comes first.
- Note 2: Michael Berkow upon his date of appointment, April 15, 2003, shall receive salary at the fourth step of the prescribed salary range for Deputy Chief I. Any further step advancement in this range shall be subject to the merit pay procedures outlined in this Appendix E. Michael Berkow shall be entitled to receive 22 days vacation upon his appointment and to continue to accrue at this annual rate in accordance with the MOU provision for employees who have completed ten years of service.

**APPENDIX G**

**SUMMARY OF VACATION DAYS – LAPD COMMAND OFFICERS**

The following table shall be used to summarize the vacation days (**accrual rates**) specified in Article 6.1 of this MOU (1 day = 8 hours).

<b>Years of Service:</b>	<b>Number of Vacation Days (Accrual Rates) Effective:</b>		
	<b>January 1, 2004</b>	<b>January 1, 2005</b>	<b>January 1, 2006</b>
Less Than Two Years of Service (1)	15	15	15
Two or More Years of Service (2-9)	15	16	16
Ten or More Years of Service (10-29)	22	23	24
Thirty or More Years of Service (30+)	23	24	25

LETTER OF INTENT  
MEMORANDUM OF UNDERSTANDING NO. 25  
2003 - 2006  
POLICE OFFICERS, CAPTAIN AND ABOVE  
REPRESENTATION UNIT

MOU REOPENER

The undersigned parties agree that during the term of the 2003-06 MOU, this MOU may be reopened on economic issues if the Mayor or Council officially declares an economic emergency with respect to City finances. If such a declaration is pronounced, the City will notify the Command Officers Association in writing of its intent to meet and confer to discuss the impact on its members.

The Command Officers Association further agrees that its members will take up to two unpaid days off in both the 2004-05 and 2005-06 fiscal years in the event such days will assist the City's financial stability, contingent on a majority of civilian employees accepting the same number of unpaid days off. The method for assigning the actual unpaid days will be determined by management after consultation with the Association.

FOR THE COMMAND OFFICERS  
ASSOCIATION

  
Mike Downing  
President

5-17-04  
Date

FOR THE CITY:

  
William T Fujioka  
City Administrative Officer

6-4-04  
Date