

**MEMORANDUM OF UNDERSTANDING NO. 24  
FOR JOINT SUBMISSION TO THE CITY COUNCIL REGARDING**

**POLICE OFFICERS, LIEUTENANT AND  
BELOW REPRESENTATION UNIT**

**THIS MEMORANDUM OF UNDERSTANDING made and entered into  
this 29<sup>th</sup> day of October 2009**

**BY AND BETWEEN**

**THE CITY OF LOS ANGELES**

**AND**

**THE LOS ANGELES POLICE PROTECTIVE LEAGUE**

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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 Protective League (hereinafter referred to as "League") was certified on November 22, 1972, by the Employee Relations Board as the majority representative of City employees in the POLICE OFFICERS, LIEUTENANT AND BELOW UNIT (hereinafter referred to as "Unit") previously found to be appropriate by the Employee Relations Board.
  
- B. Management (Mayor, City Council, Board of Police Commissioners, Chief of Police, City Administrative Officer [CAO]) hereby recognizes the League as the exclusive representative of the employees in said Unit, subject to the right of an employee to self representation. The term "employee" or "employees" as used herein, shall refer only to employees in the classifications listed in the Appendices, as well as such classes as may be added hereafter to the Unit by the Employee Relations Board.

**ARTICLE 1.2            TERM**

- A. The term of this Memorandum of Understanding (MOU) shall commence on the date when the terms and conditions of its effectiveness, as set forth in Article 1.4, Approval of Memorandum of Understanding, are fully met, but in no event shall said MOU become operative prior to 0001 on July 1, 2009. This MOU shall expire and otherwise be fully terminated at 2400 on June 30, 2011; however, non-economic provisions and economic provisions without a specific ending date shall remain in full force and effect during the meet and confer process leading to a successor agreement.
  
- B. The terms and conditions contained in this MOU shall remain in full force and effect throughout the entire term of this MOU. Any request to modify a specific provision of this MOU during the term of the contract shall be processed as a requested MOU amendment through the Office of the City Administrative Officer.

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

- A. A written request to commence meet and confer sessions for a successor MOU shall be submitted by the requesting party during the period from February 1, 2011, through March 31, 2011.
  
- B. Meet and confer sessions shall begin by mutual agreement of both parties.

**ARTICLE 1.4            APPROVAL OF MEMORANDUM OF UNDERSTANDING**

This MOU shall become effective when:

- A.     The agreement has been ratified by the members of the Unit; and
- B.     The agreement has been approved by the City Council in the manner required by law.

**ARTICLE 1.5            OBLIGATION TO SUPPORT**

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

**ARTICLE 1.6            PROVISIONS OF LAW AND SEPARABILITY**

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

**ARTICLE 1.7            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 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 any 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 raising grievances about the practical consequences that decisions on these matters may have on wages, hours, and other terms and conditions of employment.

- B. The City agrees that there will be no mandatory furloughs of Unit members during the term of this MOU.

**ARTICLE 1.8 CITY-LEAGUE 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 League during the term of this MOU.

**B. Mutual Pledge of Accord**

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

It is the purpose of this MOU to promote and ensure harmonious relations, cooperation and understanding between the City and the employees represented by the League 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 League 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 League, and the League and its members stipulate that there shall be no strike resulting in the withholding of service by the members during the term of this MOU as set forth in Article 1.2. Should such a strike or actions by League members occur, the League shall immediately instruct its members to return to work. If they do not report to work immediately upon instructions of the League, they shall be deemed to have forfeited their rights under this MOU. The curtailing of operations by the City in whole or part for operational or economic reasons shall not be construed as a lockout.

The provisions of 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.



**ARTICLE 1.9            APPLICATION OF LOS ANGELES ADMINISTRATIVE CODE  
DIVISION 4**

Sections of Los Angeles Administrative Code Division 4 as they existed on the effective date of this MOU pertaining to police officer classifications, salaries, salary administration, benefits and other terms or conditions of employment that are not inconsistent with the provisions herein are hereby incorporated into this MOU.

**SECTION 2.0            LEAGUE SECURITY/EMPLOYEE RELATIONS**

**ARTICLE 2.1            ACTIONS BY THE EMPLOYEE RELATIONS BOARD**

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

**ARTICLE 2.2            BULLETIN BOARDS**

The Police Department shall provide bulletin board space at each work location which may be used by the League for posting notices of official League business. If a notice is believed to be inappropriate for placement in the workplace, the Employee Relations Administrator shall resolve all conflicts.

**ARTICLE 2.3            UNIT MEMBERSHIP LIST**

Management will provide the League, within 30 days from the effective date of this MOU and each 30 days thereafter, an electronic file of Unit members listing the employee's name, employee number, class title, home address, phone numbers, and location by division, as applicable.

**ARTICLE 2.4            USE OF CITY FACILITIES**

- A.    The League 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 League meetings. Participating employees will attend said meetings on their own time except as provided for in Article 2.4.1.
  
- B.    If the use of a facility requires a fee for rental or special set-up, security, and/or cleanup service, the League will provide or assume the cost of such service(s) or facility.

**ARTICLE 2.4.1 ATTENDANCE OF DIRECTORS AT ROLL CALLS OR OTHER DEPARTMENT MEETINGS**

- A. Any League Director wishing to address members at a roll call or other Department meeting shall obtain approval directly from the concerned division commanding officer. Only an employee at the rank of Captain or above may grant such approval. If the request is not approved, the Director may appeal the decision to the Employee Relations Administrator, whose decision shall be final.

Management is under no obligation to approve any requests by Directors to address on-duty employees. Violation of this Article by a Director may constitute an Unfair Employee Relations Practice pursuant to Los Angeles Administrative Code §4.860(b)(3).

**Exception:** This Article shall not apply to any Director who is attending department-mandated training, during meetings with management to discuss or resolve mutual problems relating to employer-employee relations, or other meetings of a similar nature.

- B. The Department will grant League representatives scheduling priority for on-duty presentations at Department facilities to employees regarding collectively bargained and other benefits. Such presentations shall not interfere with normal Department operations.

**ARTICLE 2.5 MANAGEMENT/LEAGUE MEETINGS**

Meetings at reasonable intervals may be scheduled at the request of the President of the League 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 RELEASE TIME**

- A. The City shall permit up to nine employees elected as League Directors time off for full-time employee organization representation activities. The terms of this Article will continue in effect during negotiations and all applicable City impasse procedures. In the event the League should desire to reduce or increase this number of Directors, the League shall provide the Police Department with fourteen days notice of such change. In any situation deemed an emergency, the League shall contact the Employee Relations Administrator for mutual resolution of the situation.
- B. 1. The League shall reimburse the City the sum of \$843,255 as payment in full for all release time for Directors for the fiscal year July 1, 2009, through June 30, 2010.

2. The League shall reimburse the City the sum of \$867,573 as payment in full for all release time for Directors for the fiscal year July 1, 2010, through June 30, 2011.
  3. The League shall pay on a quarterly basis one-fourth of the reimbursement amount for each year on or before September 30, December 31, March 31, and June 30 of each applicable year.
- C. In the event the League shall not utilize the full time services of nine Directors, the CAO shall compute the amount of reimbursement not required at the end of each fiscal year and shall reduce the amount of reimbursement required from the League for the following fiscal year and shall notify the appropriate parties.
  - D. In the event that pension costs related to Directors' salaries decline from the percentage used to compute the reimbursement amounts above, the CAO shall recompute the amount of reimbursement at the end of each fiscal year and shall reduce the amount of reimbursement required from the League for the following fiscal year and shall notify the appropriate parties.
  - E. Failure of the City to receive reimbursement as stated above, within forty-five days of the quarterly due date, shall constitute the immediate revocation of this provision and the immediate reassignment of the Directors to regular duties for their current class and pay level. At the time such payment is received, this provision will become fully reinstated.
  - F. During the period of time a Director is in the service of the League, the Director shall not receive any accrual of vacation or sick leave credit. These benefits are the responsibility of the League. Likewise, no deduction from either of the benefits will be made by the City.
  - G. No overtime for League activities will be authorized or paid for any Director covered by this provision, nor will the Directors be eligible for or paid premium holiday pay provided for elsewhere in this Agreement. Except, however, for police activities and qualifying, overtime will be compensated in accordance with the provisions of this MOU.
  - H. Directors acting in the capacity of full-time employee organization representatives are peace officers employed by the Los Angeles Police Department. As such, they remain subject to the rules, regulations and Code of Conduct provisions applicable to such representatives and all benefits and responsibilities provided for under Section 1070 of the Los Angeles City Charter. If a League Director is served with a notice of intended discipline that the League believes violates Los Angeles Administrative Code §4.860(a)(2), the Director shall have ten business days to serve the Chief of Police with a copy of the Unfair Employee Relations Practice claim filed at the Employee Relations Board regarding this matter. The Chief will not take the contemplated disciplinary action until the Board has adjudicated the unfair charge.

The Chief and the League will request an expedited proceeding. If the contemplated disciplinary action is found to be an Unfair Employee Relations Practice by the Board, the Chief will not proceed with the disciplinary action.

**Note:** "Notice of intended discipline" shall mean service of a Complaint and Relief From Duty, Suspension or Demotion, Form 1.61, for a suspension and/or demotion which is not appealed to a Board of Rights or administrative appeal; or a Decision of the Board and Execution of the Order, Form 1.73; or a Decision of the Hearing Officer Administrative Appeal Hearing and Order of the Chief of Police, Form 1.73.1.

In the event that a League Director serves a suspension, the Director may continue to perform his or her duties as a Director but shall not act in the capacity of a peace officer or conduct City-related business during such suspension. At the end of each fiscal year, the CAO shall compute the amount of reimbursement not required for any period of suspension served by an active League Director and shall reduce the amount of reimbursement required from the League for the following fiscal year and shall notify the appropriate parties.

During normal daytime business hours or while conducting City-related business, the League Directors shall be considered for Workers' Compensation and pension benefits as employees of the City of Los Angeles and entitled to all benefits that other police officers are entitled to under Division 4 of the Labor Code, the Los Angeles City Administrative Code and the Los Angeles City Charter in the sections and articles applicable to police officers. This provision shall not be limited to normal daytime business hours when a Director is performing the regular duties of a Los Angeles Police Officer.

- I. The League shall indemnify, defend, and hold the City and its officers and employees harmless against any and all claims, suits, demands or other forms of liability that might arise out of or result from any action taken by a Director in the service of the League (excluding Workers' Compensation).
- J. League Directors shall be required to qualify once a year. Qualification shall be during either the month of March or September on the combat range with the officer's primary duty handgun and factory ammunition.
- K. Except for the provisions of Paragraph E of this Article and misconduct that would warrant a paygrade reduction, when a Director returns to regular duties with the Los Angeles Police Department for any other reason, the Director shall be assigned to a position for his or her current class and paygrade. It shall be the Department's option whether a Director is returned to a position for which there is hazard, bonus or special pay.

**ARTICLE 2.7 PAYROLL DEDUCTIONS AND DUES**

- A. During the term of this MOU, League 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 employee in the Unit 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 employees hereunder shall be made to the League 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, including electronic files, in accordance with the provisions of Government Code Section 3306.5.

**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 22.262.
- 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 folder. Prior to forwarding documents for inclusion in the departmental personnel folder, the employee shall sign the documents indicating he/she is aware of such documents in accordance with the provisions of Government Code Section 3305. The employee shall also be provided a copy of the documents. 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 the Standards Based Assessment, 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, 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, MAINTENANCE AND EQUIPMENT ALLOWANCE**

A. The City will provide a cash payment of:

\$1025 in Fiscal Year 2010/11 as described below; and  
\$1025 in July 2011

to those employees in the Unit. The payment will cover the cost of uniform replacement, maintenance and other professional expenses.

When issued, the annual uniform allowance will be paid by separate check and shall be applicable to the prior fiscal year. The issuance date for the uniform allowance check will be determined in December of 2010. If the agreed-upon savings goal, as specified in the Letter of Intent between the parties, is likely to be met, the uniform allowance check will be paid to eligible members prior to December 31, 2010. However, if the agreed-upon savings goal is not likely to be met, the uniform allowance check will be deferred to July 2011.

- B. To be eligible for this benefit, an employee must have successfully completed basic recruit training.
- C. The annual uniform allowance will not be paid to any officer graduating from the Police Academy during the fiscal year for which a uniform allowance is to be paid.
- D. Whenever an employee who has graduated from the Police Academy and is off probation, leaves City service for any reason, the annual uniform allowance will be prorated by 1/12 for each month of service with any time worked or paid in any month qualifying for reimbursement.
- E. 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 the MOU for the Police Officers, Captain and Above Representation Unit. An employee promoted to captain on or after April 1 shall receive such allowance pursuant to this MOU.
- F. This allowance shall be subject to both State and federal taxation which shall be deducted from the separate check.

### **ARTICLE 3.3 NOTICE TO CORRECT DEFICIENCIES**

This Article standardizes the Department's retention practices concerning the Notice to Correct Deficiencies, Form General 78, for employees of this Unit and conforms with State law and existing City of Los Angeles administrative practices.

Consistent with the Standard Based Assessment (SBA) performance model, a Notice to Correct Deficiencies (NTCD) may be attached to the SBA for the corresponding evaluation period. In such cases, the NTCD may be reviewed by oral boards or for advancement or promotional purposes. If a NTCD is attached to a SBA, any subsequent document indicating improvement shall also be attached to either the same SBA or a subsequent SBA.

A NTCD that has not been attached to a SBA for the corresponding evaluation period shall not be available to oral boards or for advancement or promotional purposes. In such cases, the NTCD shall be filed indefinitely in a file separate from the employee's Personnel Package at Personnel Division.

### **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 urinalysis 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 7.14). The Department will take steps necessary to ensure that this disclosure and participation in rehabilitation by the employee is kept confidential. The Department will cooperate with the employee's participation in rehabilitation by allowing the employee to utilize sick leave or other available discretionary leave (i.e., accrued time off or vacation) as necessary.

As used in this Article, the term "voluntarily apprises the Department" shall mean that the employee brought the matter to the attention of the Department:

- On his or her own initiative;
- At a point in time not in conjunction with a drug test and when no administrative investigation has been initiated by the Department concerning the employee's use of prescription or over-the-counter medication; and
- That no acts or omissions by the employee and related to the use of prescription or over-the-counter medication involves any criminality on the part of the employee.

## **ARTICLE 3.5           SUBSTANCE TESTS**

### **Section 1 - General Prohibition and "For Cause" Testing**

- A. Illicit substance or drug abuse by members of the Department is unacceptable and censurable conduct worthy of strong administrative action.

An employee may only be required to submit to a field sobriety examination, blood, breath or urine test for the purposes of determining the presence of a narcotic, drug, or alcohol when:

1. The employee exhibits objective symptoms of being under the influence of alcohol and/or a narcotic or drug; or
  2. There is a reasonable and articulated suspicion that the employee has ingested or absorbed by the body in any other manner an alcoholic beverage, narcotic, or drug.
- B. In the event of any such test, the employee shall be entitled to the following protections and procedures:



1. An employee of the same sex as the Unit member shall be responsible for collection of any urine sample.
2. Sample collection shall be monitored in an atmosphere of privacy and dignity.
3. Sample collection shall be conducted in such a way as to ensure a tamper-proof sample. In the event a sample has been tampered with or a seal broken prior to the lab analysis, the sample shall be declared void and the employee may be immediately retested.
4. Testing of any urine sample shall be by a two-stage process, with the second stage analysis done only in the event of and to confirm a positive test result from the first stage analysis of the sample.
5. Sample analysis will be conducted within ten days of receipt by Scientific Investigation Division (SID), with notification of negative test results to be forwarded via Department mail to the subject employee within fourteen days of sample receipt by SID.
6. Employees who test positive for one or more drugs based upon the confirmation test will be given an opportunity to have a portion of the sample retested by a reputable chemical laboratory at City expense. The sample will have been divided by a representative of SID and released to an authorized agent of the laboratory.

The division of the sample will be done by SID prior to testing of the sample by the Department. Both samples will be resealed by the SID employee who does the division. The second sample, split from the original sample, will be stored in Property Division until requested by the employee for outside laboratory testing, at City expense.

7. If the outside laboratory reaches a different conclusion than SID after testing the sample, a different reputable outside chemical laboratory will be requested to test the sample a third time at City expense. The findings of the third laboratory will be conclusive.
8. Based on the confirmation test, samples tested positive by the Department for a drug(s) in the urine will be resealed by the SID chemist and booked at Property Division. These samples will be maintained for a period of one year in a refrigerated state.
9. The Department shall ensure that any non-sworn departmental personnel involved in the handling or testing of samples shall not have any prior felony convictions.

- C. Notwithstanding any other provision of this Article, the Department shall also have the discretion to order any sworn employee to submit only to a blood, breath or urine test for the purposes of determining the presence of a narcotic, drug or alcohol on a random basis (to the extent allowed by law). These tests will be conducted in the manner set forth in Section 2 below.

The exercise of this discretion by the Department shall be deemed a term and condition of such employee's employment and need not be supported by any showing of cause.

If any employee is ordered to submit to these tests involuntarily, the evidence obtained shall be used for administrative purposes only.

- D. If any employee requests a representative prior to submitting to a substance test, the employee shall be permitted to consult with a representative telephonically; and the employee shall be permitted to have a representative present, provided that such representative is able to arrive at the scene within two hours. If, while awaiting a representative, the employee must relieve himself or herself, he or she must provide a sample to be held by Department representatives pending the employee's receipt of advice; provided, however, that such sample shall be returned immediately to the employee without analysis in the event he or she chooses, after advice, to "refuse" a test.

## **Section 2 - Police Officer Drug Testing Program**

### **A. Procedures**

The Department Probationary Police Officer Drug Testing Program was developed to ensure it is as effective, fair, accurate and unintrusive as possible. Consequently, the following procedures will be implemented:

#### **1. Probationary Employee Procedures**

- a. All entry level probationary employees will be tested, on a random basis, a maximum of six times during their probationary period.
- b. All tenured employees will be tested, on a random basis, a maximum of twice during their promotional period.
- c. Probationary employees will only be tested twice unless their "testing entity" is randomly selected.

#### **2. Tenured Police Officer Procedures**

- a. All tenured police officers will be tested, on a random basis, up to three times a year.

- b. The selection of test subjects will be conducted by computer without human intervention, so that at least 100 tests are conducted every week, in addition to the tests required by the Department of Transportation and those tests administered to probationary police officers.
    - c. The computer selection program will ensure that at least one person is randomly selected to be tested each week at every geographic Area, Traffic Division, and Narcotics Division. The program will randomly select at least one person to be tested every two weeks from Metropolitan Division and Major Crimes and Vice Division. The remainder of the Department's sworn personnel will be grouped by their bureau of assignment and the program will randomly select at least one person from each bureau grouping to be tested every month.
  3. The following shall apply to employees subject to testing in Paragraphs 1 and 2 above:
    - a. The collection and maintenance of samples will be conducted by trained professionals to prevent errors.
    - b. Analysis of samples will be completed by members of SID with state-of-the-art equipment.
    - c. Test subjects will be allowed to have a positive confirmation test sample retested by a reputable private laboratory.

**B. Administration of the Drug Testing Program**

Medical Liaison Section (MLS), Personnel Division, is the most appropriate Department entity to administer the Police Officer Drug Testing Program for the following reasons:

1. The program is a facet of the personnel function and therefore should fall under the auspices of the Commanding Officer, Personnel Division.
2. The administration of the program will be carried out on a twenty-four-hours-per-day, seven-days-a-week basis. This responsibility can best be fulfilled by MLS personnel deployed during a Day Watch and "floating" PM/AM Watch.
3. Since officers will be tested from all geographical locations, the program administration should be centrally located.

4. The collection of samples by MLS personnel, as opposed to some other administrative or investigative unit, may help to diminish program resistance.

The Commanding Officer, Personnel Division, will be designated as the Drug Testing Coordinator and the Officer-in-Charge, Medical Liaison Section, will coordinate the daily activities of the program. The collection of samples and the liaison between Personnel Division and test subjects will be assigned only to MLS personnel.

**Note:** All persons associated with the administration of the Police Officer Drug Testing Program will be apprised of the importance of maintaining the confidentiality of urinalysis information. Any employee who breaches this trust will be dealt with through the disciplinary process.

### C. **Test Population and Selection Process**

Test subjects for this random urinalysis program will include all sworn personnel of the rank of lieutenant or below.

#### 1. **Entry-Level Probationary Employees**

Entry-level probationary employees will initially be selected for testing while undergoing recruit officer training at the Academy. The second test will be administered once the individual has graduated and has been assigned to field duties. Additionally, all probationary police officers will be eligible for unscheduled random selection and testing throughout their probationary period.

The selection of officers for testing will occur on a random basis by utilizing computer-generated random numbers programs written and operated by staff members of Information Technology Division (ITD).

The sampling plan is designed to assure random selection of test subjects for drug testing as well as confidentiality of the testing procedure. Two lists of probationary officers will be generated by the computer through the Personnel History System. One list will contain the names of all recruits currently being trained in the Academy. The second list will contain the names of all officers who have been placed in probationary field assignments. Both lists will be ordered according to the social security numbers rather than the names of the recruits since utilizing social security numbers eliminates the bias that is often built into alphabetically-organized listings.

Random numbers tables will be utilized to assign a confidential test identification number to each recruit's name on the list of those currently being trained in the Academy as well as on the list of those currently in

probationary field assignments. A listing of each recruit's name and the recruit's confidential test identification number will be generated and presented only to the staff of MLS.

Confidential test identification numbers will then be randomly selected by the computer. The recruits whose names match those identification numbers will then be tested for drugs. The computer will continue the selection of confidential test identification numbers until all recruits have been tested once during their training period in the Academy and once during their probationary field assignment.

A second computer program will reflect the confidential test identification numbers of all entry-level probationary police officers. On a random basis, this program will select officers for testing throughout their probationary period. Therefore, all officers will receive at least two urine tests for drugs, and could be selected more times during their probationary period.

## **2. Promotional Probationary Employees**

The selection of promotional probationary employees for testing will occur on a random basis by utilizing computer-generated random numbers programs written and operated by staff members of ITD. The sampling plan is designed to assure random selection of test subjects for drug testing as well as confidentiality of the testing procedure. The list will be ordered according to the social security numbers rather than the name of the concerned personnel since utilizing social security numbers eliminates the bias that is often built into alphabetically-organized listings.

On a random basis, this program will select employees for testing throughout their promotional probationary period. Therefore, all employees will receive at least one urine test for drugs, and could be selected more times during their probationary period.

## **3. Tenured Police Officer Procedures**

The selection of tenured police officers for testing will occur on a random basis by utilizing a computer-generated random numbers program written by members of ITD. The sampling plan is designed to assure random selection of test subjects for drug testing as well as confidentiality of the testing procedure. The list will be ordered according to the social security numbers rather than the name of the concerned personnel since utilizing social security numbers eliminates the bias that is often built into alphabetically-organized listings.

Random numbers tables will be utilized to assign a confidential test identification number to each police officer. A listing of each individual's name

and his/her confidential test identification number will be generated and presented only to the staff of MLS.

Confidential test identification numbers will then be randomly selected by the computer as described in Section 2.A.2 of these procedures. The personnel whose names match those identification numbers will then be tested for drugs. No police officer will be tested more than three times in one year. This total number of tests per year will not exceed the total number of officers of the rank of Lieutenant and below excluding probationers plus 30 percent.

#### **D. Sample Collection**

Medical Liaison Section sworn personnel will be responsible for the actual urine collection process. When directed by the Drug Testing Coordinator, they will report to Training Division or an Area/division prior to the beginning of a specific watch to test entry-level probationary officers. They will have a copy of a Department Drug Monitoring Log which will list the names and corresponding serial numbers and confidential test numbers of those officers to be tested that day.

At the test location, MLS personnel shall inform the Commanding Officer, or the highest ranking officer present, of the reason for their presence. They will provide a confidential list of those officers to be tested. A determination will be made as to the availability of the officers. When a test subject is not working (regular day off, vacation, etc.) or is unavailable (court attendance, booking of a suspect, etc.), MLS personnel will ensure that the officer is tested upon the employee's return to the work site. Only the highest ranking officer available will be aware of the name(s) of the officer(s) to be tested upon return to the station.

The MLS employee will request that an officer of the rank of Sergeant I or Detective II or higher from the Area/division be assigned to the collection process. The division/Area supervisor will be responsible for notifying the available officers of the test and assuring that they immediately report to the MLS employee for processing.

Verification of test subject identification will be made through the presentation of appropriate identification (Los Angeles Police Identification Card, California Driver's License, etc.) by each subject. A Police Officer Drug Testing Examination Form will be issued to each subject in order to determine the following:

1. If an employee has recently taken a prescription drug.
2. If an employee has recently taken a non-prescription medication.
3. If an employee has had any recent, passive exposure to a controlled substance.

The completed form will be placed in a sealed envelope and will only be utilized if the urine sample tests positive for drugs and/or narcotics. If the test results prove negative, the form will be destroyed without being reviewed.

An MLS employee of the same sex as the subject will accompany the subject to a Department restroom facility. Once inside the restroom facility, the MLS employee will provide the test subject with a Department-approved urine sample container. The container will have affixed to it a label which reflects the test subject's corresponding confidential test number. The subject will be directed/ordered to provide a urine sample. The sample collection shall be monitored by the MLS employee in an atmosphere of privacy and dignity.

**Note:** Refusal to obey the order may result in termination for insubordination. Additionally, the Department will reserve the right to require that a urine test be administered when the employee exhibits objective symptoms of being under the influence of alcohol and/or a narcotic or drug or when there is a reasonable and articulated suspicion that the employee has ingested or absorbed in any other manner an alcoholic beverage, narcotic or drug.

Test subjects will be required to provide at least 50 cubic centimeters of urine for testing purposes. Subjects who are initially unable to provide a sufficient quantity of urine will be required to remain under the supervision of the MLS employee until a sufficient quantity can be deposited. The MLS employee shall approve all overtime worked due to urine sample collection.

All test subjects will be admonished that disciplinary action will be taken if a test subject attempts to dilute or, in any way, tamper with a urine sample.

In the presence of the MLS employee, the subject will be required to place and secure a lid on the urine sample container. The subject's right thumb print will then be inked and rolled on a specially prepared gummed label by the MLS employee who monitored the test. The subject will then affix the label to the urine sample container. The container will then display the subject's confidential test identification number and right thumb print for future identification purposes. Additionally, the MLS employee will sign and date two evidence seals and affix them to the container and lid in the presence of the test subject. This process will ensure a tamper-proof sample.

In order to preserve the chain or continuity of evidence, the MLS employee monitoring the collection sample will be responsible for the transportation of the sample(s) and a copy of the Scientific Investigation Division Confidential Drug Sample Report to SID for processing. During other than normal business hours, the MLS employee responsible for the sample(s) will store them in a secure environment in Property Division. The sample(s) will be delivered to SID by MLS personnel. The confidential test identification number of each test subject will be

used instead of the employee's name on Department documents to ensure confidentiality.

#### E. **Testing of Urine**

In order to preserve the chain of custody, urine samples will only be released to SID personnel who will actually carry out the analysis. Medical Liaison Section employees will provide SID with a Confidential Drug Sample Report with each delivery of samples. Scientific Investigation Division personnel will complete the form as they test each sample.

Samples collected under the Police Officer Drug Testing Program will undergo the same two-stage testing system as currently utilized for police officer applicant testing. As a minimum, the following seven classes of drugs will be screened and confirmed by this process:

1. PCP
2. Cocaine Metabolites
3. Opiate Metabolites
4. Barbiturates
5. Amphetamines
6. Marijuana Metabolites
7. Benzodiazepines (Valium, Restoril, Ativan, Xanax, etc).

The Department uses an Immunoassay process to initially screen all urine samples for drugs. If a sample tests positive, Gas Chromatography (GCMS) is used to confirm the presence of the suspected drug(s).

Urine samples will be analyzed by SID within ten days after their receipt. Test results will be forwarded to the Drug Testing Coordinator via the SID Confidential Drug Sample Report for review. Samples that test negative (no drug in urine) will be destroyed by the chemist conducting the test. Notification of the negative test results will be made via Department mail from the Drug Testing Coordinator to the test subject within 14 days of the sample collection.

Samples that test positive (drug in urine) based upon the confirmation test will be resealed by the chemist and booked at Property Division. They will be maintained for a period of one year in a refrigerated state. The commanding officer of the subject testing positive will be notified immediately and will remove the officer from field duties pending appropriate action.

**Note:** The Department uses the following screen test cut-off levels to determine whether a confirmation test will be given. Any test, either screen or confirmation, that fails to meet the below listed cut-off levels shall be considered a negative test.



	<u>Screen</u>		<u>Confirmation</u>
PCP	25 ng/ml		25 ng/ml
Cocaine Metabolites	150 ng/ml	(benzoylecgonine)	100 ng/ml
Opiate Metabolites	2,000 ng/ml	(6-acetylmorphine)	2,000 ng/ml
			10 ng/ml
Barbiturates	300 ng/ml		150 ng/ml
Amphetamines	500 ng/ml		250 ng/ml
Marijuana Metabolites	50 ng/ml		15 ng/ml
		(delta-9-tetrahydrocannabinol-9-carboxylic acid)	
Benzodiazepines	300 ng/ml		150 ng/ml

ng/ml = nanograms per milliliter

**F. Retest Process**

Employees who test positive for one or more drugs will be given the opportunity to have a portion of the sample retested by a reputable chemical laboratory at City expense as provided in this Article. The sample will be divided by a representative of SID and released to an authorized agent of the laboratory upon request by the concerned employee.

The division of the sample will be done prior to the sample being tested by SID. Both samples will be resealed by the SID employee who does the division. The second sample, divided from the original sample, will be stored in Property Division until requested by the employee for outside laboratory testing at the City's expense.

If the outside laboratory reaches a different conclusion from SID after testing the sample, a different reputable outside laboratory will be requested to test the sample a third time at City expense. The findings of the third laboratory will be conclusive.

**SECTION 4.0 WORK SCHEDULES**

**ARTICLE 4.1 REGULAR HOURS; POSTING SCHEDULED DAYS OFF; AND TIMEKEEPING PROCEDURES**

Management and the League agree that Management has adopted the partial overtime exemption of 29 United States Code (U.S.C.) §207(k) for employees entitled to receive overtime pursuant to this MOU and that such adoption occurred in 1985.

**A. Purpose, Term, and Limitations**

1. The Flexible Work Schedule (FWS) Plan for sworn personnel consists of 12-hour, 10-hour, and 9-hour work shifts in addition to the 8-hour shift that existed prior to implementation of the FWS. In conjunction with one or more

of the aforementioned shifts under the FWS Plan, where necessary, shifts of 8 hours or less may be utilized for training, special events, or a partial-day suspension and the like.

For field patrol assignments, the primary FWS shift is 12 hours. 10-hour shifts may be used in a field patrol division as supplemental or overlap shifts, but shall not be used as primary watches to replace the 12-hour shifts.

For all other assignments, the primary FWS shift is 10 hours. A 9-hour or 8-hour shift may be used for some assignments when agreed to by the affected employees.

Any permanent change in the start time of any shift, or the creation or elimination of a watch, requires the written approval of the Employee Relations Administrator, acting for the Chief of Police, and is subject to meet-and-confer. A request for a permanent change in working hours or elimination of a watch should be submitted on an Intradepartmental Correspondence, Form 15.2, via the chain of command to the Employee Relations Administrator. Each request shall include a specific mission-based need and rationale along with supporting documentation. Justification for such a change may include, but is not limited to: service to the community, sustained change in calls for service, safe deployment, cross-over, emerging crime trends, heightened threat levels, population shifts, and workloads.

2. Management reserves the right to discontinue FWS at the conclusion of any DP. The League agrees that Management has no obligation to meet and confer in advance of the implementation of that decision to discontinue FWS, provided that Management shall give the League one DP notice of the change and such notice shall include the scheduling system to be implemented. However, this waiver does not prevent the parties from engaging in the meet-and-confer process regarding the impact or the effects of that Management decision following the implementation of the change. Additionally, it shall be the sole discretion of Management to modify the FWS. However, if the modifications involve changes in hours and other terms and conditions of employment, Management shall meet and confer with the League. Management will not discontinue a portion (one or more Areas) of FWS while the remaining portion continues.
3. In the event of a decision to discontinue the FWS, Management agrees to notify affected sworn personnel and the League one DP in advance. Notification shall be made by the last Friday of the DP prior to the DP at the end of which the FWS will be discontinued. Under such circumstances, the current change of watch policy for patrol and traffic division personnel shall be reinstated if changed to accommodate the FWS.

4. All provisions of this MOU that are created solely for and specifically apply to the FWS shall be null and void if the FWS is terminated. Should Management provide additional benefits to employees in relation to the FWS, such benefits, whether specified or a practice, shall not be continued unless mutually agreed upon by Management and the League.
5. All provisions of this Article that are not inconsistent with the provisions of Article 4.2 shall apply to detectives specified therein.

**B. Work Hours**

1. Each employee shall normally be compensated for 160 hours in each 28-day DP including holiday time, depending on the shift the employee is assigned to work, and shall normally be entitled to regular days off.

**Note:** There may be occasions when an employee may not have used benefit time and/or worked the required hours for the 160 hours of compensation, due to leave without pay, suspension, etc., wherein the employee may be compensated for less than 160 hours in each 28-day DP.

2. Each employee shall be in actual attendance on duty a minimum of 8, 9, 10, or 12 hours per shift every scheduled workday, depending on the shift the employee is assigned to work. Each shift shall constitute hours worked for the purpose of computing regular days off and any benefits which accrue on an hours-worked basis for each employee.
  - a. For employees working the 8-hour shift, each employee will generally be scheduled to work 19 days consisting of 8-hour shifts totaling 152 hours in a DP. Employees working the 8-hour shift shall have holidays scheduled pursuant to days off in lieu of a holiday as specified on the annual deployment calendar.
  - b. For employees working the 9-hour shift, each employee will generally be scheduled to work 17 days consisting of 9-hour shifts totaling 153 hours in a DP. For timekeeping purposes, each employee assigned to work a 9-hour shift shall be scheduled for 7 hours of holiday time each DP.
  - c. For employees working the 10-hour shift, each employee will generally be scheduled to work 15 days consisting of 10-hour shifts totaling 150 hours in a DP during the DPs with one scheduled holiday. It shall be Management's discretion to determine the DPs during which an employee must work 14 or 16 10-hour shifts. Employees working the 10-hour shift shall have holidays scheduled pursuant to days off in lieu of a holiday as specified on the annual deployment calendar. For timekeeping purposes, during any DP when an employee is scheduled

to work 14 or 15 days, the employee shall be scheduled for 10-hour holidays.

- d. For employees working the 12-hour shift, each employee will generally be scheduled to work 13 days consisting of 12-hour shifts totaling 156 hours in a DP. For timekeeping purposes, each employee assigned to work a 12-hour shift shall be scheduled for 4 hours of holiday time each DP.

**Note:** Any detective or sergeant participating in the Supervisory Cross-Training Program pursuant to Manual Section 3/763.68 shall work the FWS of the entity to which he or she is loaned.

- e. The parties recognize that as a result of changing shifts during the year, an employee on the FWS may be slightly over or under the number of holiday hours granted to employees who are not on a FWS. Variations in the number of holiday hours based on changing shifts are not grievable or arbitrable.
- 3. During any DP when holiday hours are to be scheduled for employees working the 12- and 9-hour shifts, such hours shall be scheduled on the last regularly scheduled day off.
  - 4. Assigned shifts may be extended by order of the Chief of Police for an additional period (Code Seven or free time) not to exceed 45 minutes for entities having an established roll call and training period, or 30 minutes for entities that do not have an established roll call and training period. During said additional period, an employee shall be free to consume a meal or engage in any other personal business or activity as desired, provided that City vehicles and equipment shall not be used to conduct personal business. (Manual Section 3/702.20).

In addition, an employee must notify the watch commander of his/her inability to take the 45 minute Code 7 or free time more than one hour prior to the end of shift. No such extension shall affect the computation of days off and any benefits which accrue on a daily basis for each employee. Such additional 45 minute period is not required but may be added to a shift of less than eight hours.

**Note:** Pursuant to Administrative Code Section 4.108, employees shall not take free time or Code 7 during the first or last hour of the shift unless special permission is granted by the watch commander or officer-in-charge.

**Note:** During the term of this MOU, the “No Code 7” pilot program for patrol and traffic personnel shall be continued.

5. Normally, during the scheduling of days off, no employee assigned to a 12-hour shift should be assigned to work more than four consecutive days, and should not be assigned to less than two consecutive days off, unless requested by the employee.
6. Employees assigned as dog handlers shall be entitled to 20 hours of on-duty time **or** compensatory time at the rate of straight time per DP for the purpose of feeding and care of a City-owned dog. An employee with the responsibility for the feeding and care of more than one City-owned dog shall be entitled to 30 hours of on-duty time or compensatory time at the rate of straight time per DP. This time shall count as hours worked for purposes of overtime computation.

**C. Modification of Watch Hours**

1. The below provisions regarding working hours *do not* preclude Management from adopting different scheduling if workload or emerging crime problems mandate such adjustments, provided the adjustments are within the hours as specified herein. In preparing a DP work schedule, Management may assign employees to work hours other than the employees' regular watch hours for prescheduled events such as training, special events (i.e., holiday gunfire suppression details; Fiesta Broadway; holiday parades), community meetings, and administrative meetings.

Following the posting of the DP work schedule, if it is necessary to adjust an employee's scheduled days off or day off in lieu of a holiday, it shall be the employee's option to work the assignment on an overtime basis or adjust their work schedule. Any adjustment of scheduled days off or a day off in lieu of a holiday requested by the employee is subject to Management approval.

2. Following the posting of the DP work schedule, Management may temporarily adjust an employee's start of watch, either earlier or later, by up to 3 hours unless Management and the employee mutually agree to a greater adjustment.

**Exception:** The limitation on the adjustment of work hours shall not apply to Metropolitan Division; surveillance units; Special Investigation Section; Senior Lead Officers (SLOs) and Narcotics Division personnel deployed as Mobile Field Forces (MFFs); and personnel involved in the protection of dignitaries, city officials or employees, or other reasonable tactical operations that must be carried out on short notice.

**Note:** When employees are deployed as Mobile Field Forces (MFF) and are required to respond to Area stations and then report to a MFF with a vehicle or other equipment, unless already on duty, the beginning of the watch shall

be the time the employee leaves the Area station to respond to the MFF location or staging area in a City vehicle.

3. Employees assigned to a FWS who appear in court outside or partially outside a regularly scheduled work shift, and as a result do not receive adequate rest, will be allowed to adjust their scheduled shift start time, subject to the approval of the employee's watch commander, so that all or a portion of the court attendance is considered regular work hours and not overtime. Such adjustments shall not be used for the purpose of avoiding overtime compensation. Alternatively, at the discretion of the watch commander, and after considering the impact on the division's ability to adequately deploy personnel and accomplish its mission, the employee may be allowed to use compensatory time off, vacation hours or unpaid leave.

**Note:** Employees who work extended end-of-watch (overtime) and as a result do not receive adequate rest, may have the following pre-scheduled workday changed within the DP, subject to the approval of the employee's watch commander.

4. When an employee is assigned to temporarily work a shift of fewer hours than his or her regular scheduled shift (such as being assigned to training), the employee has the option of doing one of the following:
  - a. Upon completion of the shortened shift, immediately return to his or her division and work the remaining hours on the same day. Reasonable travel time (generally not to exceed 60 minutes) will be allowed for the employee to return to the division of assignment. The travel time shall be considered work time. Any questions regarding unreasonable delays and hours worked shall be resolved by the employee's commanding officer.
  - b. Work the remaining time owed on a future date, within the same DP, that is mutually agreed to by the concerned watch commander or officer-in-charge. If there is no agreement, the watch commander or officer-in-charge shall decide the date(s) and hours to be worked.
  - c. Use compensatory time off (CTO), vacation hours, or leave without pay in lieu of working the remaining hours of the assigned workday. Scheduled holiday hours shall not be used to offset absence from all or a portion of a shift. All hours worked, holiday, or any other benefit time used, shall total the compensated work period of 160 hours per DP.

Exceptions to the provisions of this paragraph requested by an employee shall be pre-approved by the concerned commanding officer.

**Note:** Generally, the employee shall notify the watch commander or officer-in-charge of the option selected prior to the beginning of the DP in which the temporary work shift is scheduled. If the employee cannot make the notification prior to the start of the DP, notification shall be made no later than the beginning of the earliest roll call (or equivalent) on the day of the scheduled temporary work shift. If the employee does not notify the watch commander or officer-in-charge as described above, the watch commander or officer-in-charge reserves the right to select the date(s) within the DP for the employee to work the remaining time owed and shall promptly notify the employee of the date(s) and hours to be worked.

**D. Posting of Deployment Period Work Schedules**

Under normal circumstances, DP work schedules shall be posted by noon on the Wednesday before the start of the DP.

**E. Change of Shift, Rotation**

1. Generally, shift rotation shall be conducted so it is effective at the beginning of a DP.
2. All change of shift requests shall be based upon the current change of watch policy except as otherwise specified herein. When requesting a change of shift, employees shall list those shifts desired, in order of preference. Choice of shifts will be granted based on availability and then in the order of preference listed by the employee. If more than one employee of the same rank and paygrade requests a specific shift, and there are not enough available positions on the desired shift, priority will be given to the employee with the most time on his or her present shift. If both employees have the same time on the shift, preference will be given to the employee whose request was received first by Management. In case both requests were received by Management at the same time, seniority as a sworn member of the Department will prevail. Sergeants I shall rotate within their respective ranks. Police Officers assigned to a basic car should rotate only within their assigned basic car to ensure basic car integrity and continuity.

**Exception:** In order to effectively schedule for optimum coverage and with consideration for the Ideal Basic Car plan, under the FWS, SLOs and supervisors may **not** exclude a shift of choice. However, the commanding officer of a geographic patrol division may allow the sergeant I with the most seniority, based upon time as a sworn Department employee, to exclude a shift of choice. The division commanding officer may assign employees from one basic car to another to meet the needs of the division and the community they serve.

3. At the discretion of the commanding officer, employees may be loaned to another shift for no less than one DP to provide vacation relief as necessary to maintain adequate coverage on all shifts. Attempts will be made to fill such loans on a voluntary basis.
4. Requests for exceptions from rotation or a specific assignment as a result of a bonafide emergency or hardship situation shall be considered on a case-by-case basis. Any decision by the commanding officer shall be based on the current needs of the division, and such decision shall not be a grievable or arbitrable matter, but may be presented to the Dispute Resolution Committee.

Should an employee be loaned to another shift to meet divisional needs, including vacation relief, the loan period shall not be counted as time on the original shift.

If an employee is activated to military duty exceeding one DP, the time of military activation shall not be counted as time on the original shift. The commanding officer may make an exception to this policy when it is in the best interest of the Department, the division, or individual employee to do so. Specialty assignments or units shall be exempt from the change of shift rotation, and their hours shall be set by their commanding officer.

**Note:** Specialty assignments may include, **but are not limited to**, the following: Vice, Special Enforcement Units, Special Problem Units, Gang Intervention/Enforcement Teams, Subpoena Control Officers, complaint officers, school and juvenile car officers, and special task forces.

#### F. **Involuntary Reassignment (Bumping)**

The “bumping” policy as specified in Section 3/222 of the 2005 Department Manual shall remain in force during the term of this MOU.

#### G. **Timekeeping Procedures**

1. A record of regular duty hours and overtime hours worked shall be maintained in accordance with Department procedures. Under no circumstances shall hours worked be recorded or maintained in an informal manner commonly known as white time or in a manner inconsistent with established policies and procedures. To do so is considered misconduct. Any employee maintaining such a system and any employee allowing his or her hours worked to be maintained in an unauthorized manner may be disciplined.
2. All payroll timekeeping for FWS shall be by the “positive” timekeeping method (i.e., hour-for-hour), as set forth in Appendix F.



3. This system shall be used to track all hours worked and leave time, including absence without pay, bereavement, family illness, injury on duty, jury duty, leave without pay, military leave with or without pay, preventive medicine, relief from duty, sick time, suspension, overtime off (one and one-half time), overtime (straight time), vacation, and workers' compensation. All hours worked, benefit hours and other absences shall be recorded on a daily basis.
4. In the event that leave time, suspensions or other absences result in an employee being absent for a portion of a workday, the employee is obligated to work the remaining portion of his/her workday on that date or another day within the same DP.

**Example:** For an employee on the 12-hour shift, two days of suspension would be equal to 16 hours and would require the employee to be off for one workday (12 hours) plus four (4) hours of the next workday. Additionally, the employee would be obligated to work eight hours of the second workday. These eight hours do not include the 45 minutes free time or Code 7. A similar example would apply to the 10-hour shift employees.

At the discretion of the concerned commanding officer, and after considering the impact on the division's ability to adequately deploy personnel and accomplish its mission, the employee may use accumulated overtime or vacation hours in lieu of working the remaining hours of his/her workday. (See Appendix F for Time Conversion Chart).

5. Fiscal Operations Division must verify the actual hours of work of each employee on the FWS immediately following the end of a DP. Validation of timekeeping will be achieved by producing a record of the hours worked for the involved employees and forwarding this record to each concerned commanding officer for certification. Any discrepancies noted will require payroll adjustments, whether the hours worked are over or under those required to be worked during that specific DP as specified in Article 4.1. The parties agree that Management may make corrections, as appropriate, including the payment of any overtime hours not previously recorded and the deduction of monies for any required hours of work which were not performed. The parties further agree that so long as such adjustments are identified in the first payroll period of the subsequent DP, Management may make such adjustments without obtaining individual waivers from the affected employees. Any such adjustments will be reflected in the record of the following payday.
6. When an employee is expected to be absent for one or more DPs for vacation, injured on duty, sick, family leave pursuant to state and federal law, workers' compensation or other no pay status, that employee's work schedule shall be converted to a five-day/40-hour work week at the beginning of the DP following receipt of such information, or, if known prior to the DP in

which the absence will occur, at the beginning of the DP in which the absence begins.

**H. Violations of Timekeeping Procedures**

Management agrees to take immediate action to correct any violations of timekeeping procedures and to impose discipline as appropriate. The League agrees that it will not encourage, finance, or in any way support and will actively discourage litigation by any of its members against the City for violations of the provisions of Paragraph G above so long as Management takes immediate corrective action when such violations come to Management's attention.

**ARTICLE 4.2 DETECTIVE HOURS**

All provisions of Article 4.1 shall apply to detectives specified herein unless otherwise modified by this Article.

**A. Purpose**

Detective hours provide coverage on nights and weekends to effectively provide detective investigative services of all kinds at all hours, seven days a week, according to the needs of the Department and the community.

**B. Definition of "Detective"**

As used in this Article, "detective" shall mean sworn personnel assigned to detective functions that are in the police officer rank, detective rank or sergeants participating in the Supervisory Cross-Training Program as specified in Manual Section 3/763.68. For the purpose of this Article, police officers assigned to school cars are not "detectives" unless they are temporarily assigned to other detective functions.

**C. Watches, Assignment, Staffing Levels**

1. There are two primary watches for detectives: Day and PM. At the discretion of Management, employees may be assigned from one detective function to another on the same basic watch to meet the needs of the specific detective function and the community. Except as otherwise provided for in Paragraph G of this Article, assignments to watches will be made by civil service rank and paygrade and subject to maintaining the specific detective function's operational integrity/coverage.
2. Management shall specify and post the staffing of the Day and PM watches by rank and paygrade pursuant to Paragraph D of Article 4.1. The first priority in staffing determinations shall be officer safety. Staffing for all watches shall include provisions for adequate supervision and investigative expertise.

Commanding officers shall ensure that daily staffing of PM watch includes a minimum of one detective supervisor.

3. The staffing level of detectives in any division assigned to PM watch in any given DP is determined by the commanding officer, who may adjust the number as needed from DP to DP. However, the number of detectives assigned to PM watch in any given DP should not be determined arbitrarily, capriciously, or punitively, but should be determined with a realistic expectation that such deployment will achieve reasonable operational objectives. Management agrees that in each command where detectives are assigned, the commanding officer will reasonably assess the need for the number of PM watch detectives deployed each DP, with a view to avoid over-deploying detectives on PM watch.
4. At the discretion of the commanding officer, employees may be loaned to another watch to provide vacation, transfer, or other relief as necessary to maintain adequate coverage on all watches.

#### **D. Work Hours**

1. The below provisions regarding working hours do not preclude Management from adopting different scheduling if workload or emerging crime problems mandate such adjustments, provided the adjustments are within the hours as specified herein for Day watch and PM watch start times.

**Note:** Hours of work are defined in Article 4.1.

Detectives assigned to Day watch are expected to have various start-of-watch times. Day watch start-of-watch time will generally be 0600 to 0830 hours. Employees may request an earlier start-of-watch time with the approval of the concerned commanding officer. PM watch start-of-watch time will generally be 1700 hours.

2. Juvenile Car Officers shall be assigned to work a 10-hour shift.

#### **E. Modification of Watch Hours, PM and Weekend Deployment**

Stability of Hours: Management and the League recognize that particularly on PM watch, adjusting a detective's work hours after the posting of the work schedule should only be done when reasonably necessary to accomplish operational needs, but should not be done arbitrarily, capriciously, or punitively. Management may consider individual requests for temporary exclusion from a change of work hours based on an individual's personal hardship or emergency.

**F. Scheduled Holidays and Holiday Premiums**

Detectives may be expected to provide at least minimal coverage for both Day and PM watches on:

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

**G. Permanent PM Watch Positions**

1. Commanding officers shall staff the PM watch with sufficient personnel to ensure deployment of **four** detectives assigned to permanent PM watch positions, whose start of watch times may be staggered. The Chief of Detectives shall approve any increase or decrease in the deployment of detectives assigned to permanent PM watch positions.
2. A person filling a permanent PM watch position may request to move to a Day watch position in the same division whenever there is a vacancy on the Day watch of the same rank and paygrade. Such reassignment may be postponed for one DP to allow for the selection and assignment of a new person to one of the permanent PM watch positions.
3. In cases where a permanent PM watch position is or is about to be vacant, selection for the PM watch position should follow this order of preference:
  - a. Fill the position with a volunteer from within the division where the vacancy exists.
  - b. If no acceptable volunteer is available, the position should be filled through an open Department-wide selection process.
  - c. If no acceptable candidate is selected from the selection process, a detective will be reassigned to the PM watch on the basis of seniority, with the senior ranking officers given preference of watch. Provided, however, that the concerned commanding officer is under no obligation to fill a permanent PM watch position by permanent reassignment of a person from the Day watch based on seniority.

The commanding officer or officer-in-charge shall maintain watch seniority information that will be made available to detective personnel. "Seniority" shall mean time in grade and shall be applied to those in the division who have the civil service rank and paygrade eligible to work the assignment. Except for homicide and specialty assignments, when selecting on the basis of seniority, Management

may only exclude individuals based on personal hardship or an emergency situation.

4. A commanding officer may move or not move a person from a permanent PM watch position when it is in the best interest of the Department, the division, or the employee to do so. The employee shall be advised of the need for such action. Any dispute shall be resolved by the Dispute Resolution Committee.
5. At the discretion of the commanding officer, employees may be loaned to another watch to provide vacation, transfer, or other relief as necessary to maintain adequate coverage on all watches.

#### H. **Request for Change of Watch**

A detective may request a change of watch by submitting an Employee's Report, Form 15.7, to the commanding officer or officer-in-charge of the detective section, no later than noon the third Monday of the DP. Such requests shall include the employee's choice of watch, including assignment preferences and any shift preference pursuant to Paragraph E of this Article and Paragraph E.4 of Article 4.1.

#### I. **Specialized Detective Assignments**

A special Bureau or City detective assignment may be created to work primarily between 1800 and 0600 hours to offer special investigative services or to help reduce the need to deploy PM watch detectives in certain areas. Such an assignment will be instituted and administered only by a commanding officer of Bureau level or higher.

### **ARTICLE 4.3 SPECIAL EVENTS**

Each employee assigned to work a special event shall have the employee's work hours established by the guidelines provided in this Article unless the employee is specifically directed by a supervisor to perform work before or after the special event. In those instances, start and end of watch shall be determined by the involved supervisor(s).

- A. **Start of Watch.** Unless otherwise specified, start of watch is the time and at the location specified for roll call as designated for the particular special event, whether or not the employee is required to be in uniform. If the employee is to report in uniform, the employee may choose to take the uniform home, dress at home and report directly to the special event, or stop by the employee's work place, dress in uniform, and from there report to the special event.

**Note:** Uniform shall include Class "A" or "C" uniform (including rain gear if appropriate), equipment belt, vest, hat, helmet, face shield, baton and flashlight, as required for the assignment.

- B. **Early Report.** When an employee is **required** to report to a specific supervisor or location prior to roll call, start of watch shall be the time the employee reports to the supervisor or location.
- C. **Equipment Required.** When an employee is required to bring an Astro radio or other specified equipment, start of watch is generally when the employee checks out the required equipment at a work place.

**Note:** Equipment provided at the event is not considered "required" for the purpose of determining start of watch. Additionally, an employee required to obtain equipment may not be the same employee who is required to return such equipment, e.g., the employee who obtained the equipment is held over to complete a booking and reports, and a supervisor designates another employee to return the equipment to a specific location.

**Exception:** On occasion, employees may be required to bring an Astro radio to the event and will be supplied with fresh batteries at the event. In this case, the employee, if given permission by the employee's supervisor, may elect to take the Astro radio home after the employee's last shift and report directly to the special event. Start of watch would either be roll call or early report as specified.

- D. **Vehicle Required.** When an employee, not assigned a take-home vehicle, is required to bring a Department vehicle to a special event, start of watch is generally when the employee checks out the vehicle.

**Note:** If an employee is required to bring a vehicle and provides transportation to and/or from the special event for employees **not** required to bring a vehicle, the employee required to bring and/or return the vehicle is the only one entitled to start or end of watch when the vehicle is checked out or in. Start of watch for the remaining employees will be roll call or early report as specified for the individual assignment and end of watch will be at the special event.

**Exception:** When vehicles are not required for the special event, uniform personnel may car pool in patrol vehicles, if available, and detective personnel may car pool in plain cars or other vehicles assigned to detective personnel, if available. Employees doing so shall **not** be considered on duty for timekeeping purposes as a result of driving to or from the event.

- E. **End of Watch.** At the end of the special event, an employee's end of watch will generally be determined as follows (whether part of a regular work day or as overtime):
  - 1. At the special event if the employee is not required to return equipment and/or a vehicle; or,

2. Generally at the time equipment and/or a vehicle is returned to the designated location; or,
3. When the employee completes other required duties such as arrest, booking, reports, etc.

**Note:** If the special event ends prior to the employee having worked the number of hours that constitute a working day (shift) for the employee, the employee is obligated to work the remaining portion of the workday (shift). At the discretion of the concerned commanding officer or designated supervisor, and after considering the impact on the division's ability to adequately deploy personnel and accomplish its mission, the employee may use accumulated overtime or vacation hours in lieu of working the remaining hours of the employee's workday (shift).

- F. Any questions regarding unreasonable delays and hours worked shall be resolved by the employee's commanding officer.

#### **ARTICLE 4.4            TIME OFF FOR ORAL AND WRITTEN PROMOTIONAL EXAMINATIONS**

Employees shall be granted reasonable time off with pay for the purpose of taking **oral** promotional examinations (including advanced paygrade selection) when such examinations are given by the City and scheduled during the employee's normal working period; provided, however, that each employee entitled to such time off with pay shall give reasonable advance notice to the employee's supervisor. Such time off with pay may include travel time. Under no circumstances shall employees be granted overtime or adjusted time for participating in an oral promotional process or travel time related thereto which occurs prior to or after an employee's regular work schedule. If an employee's participation in multiple advanced paygrade selections becomes excessive during a given period of time and is negatively impacting the work of the unit or section to which the employee is assigned, management may deny on-duty time for such participation. Management may allow the employee to use accrued compensatory time or vacation leave or may require that the employee adjust his or her schedule for that day in order to work the required number of hours.

**Note:** An employee's participation in advanced paygrade selections is deemed excessive if participation in the selection process exceeds six times in a four-week period. If extensive amounts of time during on-duty hours are required, the employee's participation may be deemed excessive without regard to the number of processes involved. In this circumstance, the Employee Relations Administrator shall make the final determination as to whether or not the employee's participation is excessive.

Management agrees that any employee covered by this MOU, who may be assigned to work on a day that a written promotional examination is administered by the Personnel Department, and for which an employee has applied, shall be given priority in the scheduling of days off for that day. In the event that Management is unable, due to

deployment needs, to accommodate the requests of all employees who applied to take a written promotional examination, it is the responsibility of each employee not accommodated to arrange with the Personnel Department for a delayed administration of the examination.

## **SECTION 5.0           COMPENSATION**

### **ARTICLE 5.1           SALARIES**

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

Appendices A-1 thru 3	July 1, 2009
Appendices B-1 thru 3	January 1, 2010
Appendices C-1 thru 3	July 1, 2010

### **ARTICLE 5.2           CONTINUANCE OF LONGEVITY PAY**

Notwithstanding Section 4.161 of the Los Angeles Administrative Code, a Police Officer will be allowed to continue to receive longevity pay for a period of six months following an initial notice of unsatisfactory service. If during the six-month period the Police Officer does not achieve a satisfactory standard of service, the Chief of Police shall certify to the City Controller that the employee's service has been unsatisfactory, and the payment of longevity pay for the employee will cease until such time as the Chief of Police again certifies that the employee has achieved a satisfactory standard of service.

### **ARTICLE 5.3           HAZARD AND SPECIAL PAY**

Hazard and special pay are specified in Appendix E.

### **ARTICLE 5.4           UNIFORM FIELD OFFICER INCENTIVE**

A.     A Uniform Field Officer Incentive of 3% (three percent) of regular salary (not pension based) shall be paid to each eligible officer.

#### **B.     Eligibility**

1.     Except as modified in Paragraph 2 below, an "eligible officer" is any employee in this Unit, during an applicable pay period, who has been assigned to a division or other organizational component which works **in the field in uniform**.

"Eligible officer" includes, but is not limited to:

- a.     Employees assigned to patrol
  - Administrative Lieutenants



- Complaint Unit Sergeants
  - Assistant to Administrative Lieutenant (Sergeant I)
  - Patrol Police Officers II/III (including desk and kit room)
  - Field Training Officer Coordinator (Police Officer)
  - Complaint Unit Police Officers
  - Uniformed officers working a School Car
  - Uniformed officers assigned to a Juvenile Car
  - Uniformed officers assigned to Police Community Enhancement (PACE)
  - Uniformed officers assigned to a Prostitution Enforcement Detail (PED), Bicycle Detail, Beach Detail, or other similar detail
- b. Metropolitan Division
  - c. Traffic Enforcement and collision investigation (includes traffic desk)
  - d. Commercial and Noise Enforcement details
  - e. Special Enforcement Unit (SEU) officers (excluding detectives)
  - f. Air Support Division Tactical Flight Officers
  - g. Officer loaned to Field Enforcement Section, Narcotics Division, for six DPs or less who wear uniforms exclusively
  - h. Other officers found by Management to be eligible for the incentive with the concurrence of the League.

**Exception:** An employee in the rank and paygrades or a successor rank and paygrade of Detective I, II or III, is eligible to receive the incentive subject to the provisions of Paragraph 4 below.

"Field" refers to enforcement activity or other activity involving citizen contact.

2. Some of those **not** eligible for the Uniform Field Officer Incentive are:
  - a. Officers voluntarily loaned for a period in excess of two DPs pursuant to Article 5.4(B)(3) (except as noted in 1.g. above)
  - b. Any detective assignment, including detective trainees (except juvenile car officers as noted above), SEU detectives, and detectives assigned to traffic investigations
  - c. Officers assigned to Area functions including, but not limited to:
    - Adjutant
    - Vice (other than PED)
    - Community Relations
    - Analytical Supervisor
    - Sergeants and Police Officers assigned as Project Officers
    - Sergeants and Police Officers assigned to the Training Unit
    - Facilities/Trustee Coordinators

- Reserve Officer Coordinators

d. Chief Tactical Flight Officer, Air Support Division

3. An otherwise eligible officer, who is voluntarily loaned to a division or other organizational component that is not covered by the incentive, shall continue to receive the incentive for two DPs. The incentive shall not thereafter be paid until the officer resumes duties covered by the incentive.

**Note:** An officer is not considered to have resumed duties covered by this incentive because the officer's loan is interrupted and he or she is briefly returned to his or her regular assignment and the loan is expected to resume. Should the officer's loan be interrupted for more than a brief period (more than one DP), the officer would qualify to again receive the uniform incentive, which will be retroactive to the time of his or her return to the regular assignment. This would not apply to a loan that ends and the officer returns to his or her regular assignment.

4. An otherwise eligible officer, who is involuntarily loaned to a division or other organizational component that is not covered by the incentive, shall continue to receive the incentive for a maximum of six DP's. Following the six-DP loan, the officer will either be returned to his/her prior assignment in order to maintain the bonus, or the officer may choose to remain on loan with the understanding that he/she will no longer receive the bonus for the remainder of the loan.
5. Any employee in this Unit who is loaned for longer than two DPs to a division or other organizational component qualified for the Uniform Field Officer Incentive shall receive the incentive until the loan is terminated and the employee returns to a nonqualifying assignment.
6. Paragraph 5 above shall not apply to officers who are loaned to Field Enforcement Section, Narcotics Division, for six or less DPs and who work exclusively in uniform.

### C. **Payment**

1. This incentive shall be paid on a biweekly basis for the time during which an employee was eligible. Such time shall include vacation, compensatory time, sick time and any paid leave during which the employee was eligible as the result of an assignment.
2. Any employee who believes he or she is eligible for the Uniform Field Officer Incentive and who is not receiving it shall make written notification of this fact to his or her commanding officer on an Employee Report, Form 15.7, within 20 days of the time the employee became aware that he/she was not

receiving this bonus. The commanding officer shall take appropriate corrective action if it is determined that the employee is eligible to receive the incentive and it is not being received. If the employee is not eligible to receive the incentive, he or she shall be so advised. Failure to provide such written notice within the 20 days shall constitute a waiver of back pay for this bonus and the employee, if eligible, shall only receive the incentive from the date of written notification to the concerned commanding officer.

## **ARTICLE 5.5                      DETECTIVE INCENTIVE**

A.     A Detective Incentive of 1% (one percent) of regular pay (not pension based) shall be paid to each eligible detective.

### **B.     Eligibility**

1.     Except as modified in Paragraph 2 below, an "eligible detective" is any Detective I, II or III, who, during an applicable pay period, is assigned to an investigative entity where his/her primary duty assignment consists of criminal investigations.

**Exception:** A Police Officer II or III who is loaned from a patrol assignment where he/she is receiving a Uniform Field Officer Incentive to perform duties in a detective investigation assignment, shall receive the 1% (one percent) Detective Incentive after two DPs, and at such time the Uniform Field Officer Incentive will cease to be paid.

**Note:** Questions as to the eligibility of a particular employee shall be resolved by the Employee Relations Administrator, the CAO, and the League.

2.     An otherwise eligible detective, who is voluntarily loaned to a division or other organizational component that is not covered by the incentive, shall continue to receive the incentive for two DPs. The incentive shall not thereafter be paid until the detective resumes duties covered by the incentive.

**Note:** A detective is not considered to have resumed duties covered by this incentive because the detective's loan is interrupted and he or she is briefly returned to his or her regular assignment and the loan is expected to resume. Should the detective's loan be interrupted for more than a brief period (more than one DP), the detective would qualify to again receive the incentive, which will be retroactive to the time of his or her return to the regular assignment. This would not apply to a loan that ends and the detective returns to his or her regular assignment.

3.     An otherwise eligible detective, who is involuntarily loaned to a division or other organizational component that is not covered by the incentive, shall continue to receive the incentive for a maximum of six DP's. Following the

six-DP loan, the detective will either be returned to his/her prior assignment in order to maintain the bonus, or the detective may choose to remain on loan with the understanding that he/she will no longer receive the bonus for the remainder of the loan.

4. Any detective who is loaned for longer than two DPs to a division or organizational component qualified for this incentive shall receive the incentive until the loan is terminated and the employee returns to a nonqualifying assignment.

**C. Payment**

1. This incentive shall be paid on a biweekly basis for the time during which an employee was eligible. Such time shall include vacation, compensatory time, sick time and any paid leave during which the employee was eligible as the result of an assignment.
2. Any employee who believes he or she is eligible for the incentive and who is not receiving it shall make written notification of this fact to his or her commanding officer on an Employee Report, Form 15.7, within 20 days of the time the employee became aware that he/she was not receiving this bonus. The commanding officer shall take appropriate corrective action if it is determined that the employee is eligible to receive the incentive and it is not being received. If the employee is not eligible to receive the incentive, he or she shall be so advised. Failure to provide such written notice within the 20 days shall constitute a waiver of back pay for this bonus and the employee, if eligible, shall only receive the incentive from the date of written notification to the concerned commanding officer.

**ARTICLE 5.6 MARKSMANSHIP BONUS**

- A. Management shall pay the bonus indicated below to officers who meet the criteria established by the Los Angeles Police Department for each of the listed levels of shooting expertise:

Marksman	\$4.00 biweekly
Sharpshooter	\$8.00 biweekly
Expert	\$16.00 biweekly
Distinguished Expert	\$32.00 biweekly

- B. Compensation will be paid beginning with the first full payroll period of the month following the date of qualification and shall continue for 26 biweekly pay periods. After that period, the employee shall be allowed to requalify and receive the appropriate compensation accordingly. An employee who qualifies in a lower level may requalify at any time in a higher grade and be paid accordingly. Employees will be compensated for only one level of expertise.

## **ARTICLE 5.7            POST CERTIFICATE BONUS**

- A. In addition to the salary and Peace Officer Standards and Training (POST) bonus set forth in the classification in the Salary Range Appendices of this MOU, employees covered by this MOU who were, on June 30, 1996, and continue to be, sworn members of the Police Department shall receive the following educational/training compensation for POST certificate(s):
  - 1. a. After an employee has completed ten years of service, a ten-dollar-per-month bonus for successful completion and presentation of the POST Intermediate Certificate; or,
  - b. After an employee has completed ten years of service, a fifteen-dollar-per-month bonus for successful completion and presentation of the POST Advanced Certificate.
  - 2. A ten-dollar-per-month bonus for successful completion and presentation of the POST Supervisory Certificate.
  - 3. A ten-dollar-per-month bonus for successful completion and presentation of the POST Management Certificate.
- B. The POST bonus, as specified in Paragraph A.1., 2. or 3., of this Article, shall be paid by separate check during the month of July of each future year and shall be applicable to the prior fiscal year.
- C. Any employee covered by this MOU who is hired after June 30, 1996, shall not be eligible to receive any POST benefit under Paragraph A.1., 2. or 3., whether or not such employee was previously a sworn member of the Police Department. At such time as all current employees receiving the POST benefit under Paragraph A.1., 2., or 3. leave Police Department employment, this POST benefit shall cease.
- D. Unit members who possess a Basic POST Certificate shall be paid a pension-based POST bonus of 3% (three percent) of regular salary.
- E. The date of issuance on said Certificate shall be the operative date for the award of the bonus for payroll purposes, except when new employees possess a POST Certificate upon employment, then the date for the award of the bonus shall be the date of employment.
- F. Unit members who currently hold, or who successfully complete POST requirements for and present an Intermediate POST Certificate, shall be paid 1% (one percent) of regular salary, in addition to the current 3% POST bonus.

- G. Unit members who currently hold, or who successfully complete POST requirements for and present an Advanced POST Certificate, shall be paid 2% (two percent) of regular salary, in addition to the current 3% POST bonus.
- H. Unit members who currently hold, or who successfully complete POST requirements for and present an Intermediate and an Advanced POST Certificate, shall be paid 3% (three percent) of regular salary, in addition to the current 3% POST bonus.

## **ARTICLE 5.8 PREMIUM PAY FOR BILINGUAL SKILLS**

Notwithstanding Los Angeles Administrative Code Section 4.170, Unit members who are not receiving premium pay for bilingual skills as of January 1, 2010, will no longer qualify to receive premium pay for bilingual skills.

Unit members who are receiving premium pay for bilingual skills as of January 1, 2010, in accordance with Los Angeles Administrative Code Section 4.170 will continue to receive such pay as long as they are assigned to a position in which they are required to utilize those bilingual skills on a regular basis.

**Exception:** Members at or above the regular pay of detective III are ineligible to receive payment of a bilingual premium. This does not invalidate prior written agreements by the parties.

## **5.9 TEMPORARY HIGHER LEVEL POSITION**

To assure the continuity of police services, employees from a lower civil service rank or lower paygrade position may be temporarily deployed to a position normally assigned to employees in a higher civil service rank or paygrade for a period of time not to exceed 168 consecutive calendar days (6 DPs). The 6-DP limitation on assignment to a temporary higher level position may be extended on a case-by-case basis upon the express approval of the Employee Relations Administrator.

### **A. Compensation**

The employees so assigned shall continue to receive compensation at the salary level held prior to the temporary assignment for the first 56 days (2 DPs). At the conclusion of the initial 56-day period, employees who continue to be assigned to the temporary assignment shall receive additional compensation of 2.75% of his/her regular base pay for each day so assigned. Such compensation shall not be pension based.

### **B. Reasons for Higher Level Assignment**

Temporary assignments as specified in this Article may be authorized by Management to fill vacancies which may exist for the following reasons:

1. A position is permanently vacant and is scheduled to be filled, but a period of time is required to complete the selection and appointment process;
2. A position is temporarily vacant because the assigned employee is on loan or on an approved leave.

C. Management Discretion

Management agrees that it is not the intent to use temporary pay assignments to circumvent the normal promotion or appointment process. In this regard, Management shall make a reasonable effort to fill vacancies in an expeditious manner. However, for the purpose of this Article, it is understood that whether a vacancy is to be temporarily filled shall be determined at the sole discretion of Management. In this same regard, nothing contained in this Article shall be construed or interpreted as requiring Management to temporarily fill a vacancy.

D. Limitations

1. No employee shall be temporarily deployed to a position more than one rank above that employee's rank.
2. Unless an employee receives a permanent appointment to the higher level position, such employee shall be returned to his/her original position at the conclusion of the temporary assignment.
3. An employee who accepts a temporary higher level position, but refuses the additional compensation provided for under this Article, shall forfeit the right to grieve the compensation loss.
4. The provisions of this Article are appealable to the Dispute Resolution Committee and are not grievable.

**5.10 SALARY OVERPAYMENTS**

In the event a Unit member is erroneously overpaid by the City, repayment must comply with California State law.

**SECTION 6.0 OVERTIME**

**ARTICLE 6.1 OVERTIME PROVISIONS**

- A. Authorization for overtime work shall be secured from supervisory personnel delegated that responsibility by the Chief of Police prior to such work. Credit for overtime worked without prior approval must be authorized by command level personnel delegated this specific responsibility by the Chief of Police.

- B. All hours or portions thereof worked in excess of the FWS work hours (i.e., either eight, nine, ten, or twelve hours per day), shall be overtime including hours worked by an employee when on a regular day off, hours off in lieu of a holiday or vacation day. If the Chief of Police exercises the option to extend a work shift by up to 45 minutes as specified in Article 4.1(B)(4), overtime shall not include and no compensation shall be granted for the additional period of 45 minutes or less (meal period) unless such period is interrupted or missed because an employee is required to and does respond to a police emergency or the employee does not have an opportunity to take the free time. In order to receive “no Code 7” overtime or a portion thereof, employees must have notified the watch commander of his/her inability to take free time or Code 7 more than one hour prior to the end of shift and received approval for such overtime. Supervisors are obligated to make every effort to afford employees an opportunity to take Code 7. Supervisors are also obligated to ensure that hours of work are properly recorded and employees are compensated for all hours of actual work.
- C. If the start of an employee's **regularly scheduled** duty day falls within eight hours of the previous **regularly scheduled** duty day (turnaround time), the employee shall be compensated at the overtime rate for those **regularly scheduled** duty hours or portions thereof falling within that eight-hour period. Time-and-one-half turnaround time shall be submitted as straight time equal to one half of the hours falling within the eight-hour period of the previous **regularly scheduled** duty day.

**Example:** An employee’s regular end of watch is midnight but the employee works two hours of overtime and does not go home until 0200 hours. The employee is scheduled to return to work at 0600 hours. The two hours of extended end-of-watch overtime is not germane. The employee is scheduled to return to work within eight hours of the regularly scheduled end of watch (2400 hours). The turnaround period would be defined as the period from 0600 hours when the employee was required to report and 0800 hours, which would be eight hours after the previous regular end of watch.

The employee will be paid regular wages for the two-hour-turnaround period by virtue of the fact that this is scheduled as a regular workday. The additional half-time compensation would be compensated via an Overtime Report requesting compensation for one-half of the turnaround period (1/2 of 2.0 hours = 1.0 hour) at the **straight-time** rate.

- D. Compensation for overtime shall be at the discretion of the Chief of Police by cash payment or by time off at the time-and-a-half rate of compensation for cash payment or one and one-half hours for each hour or portions thereof of overtime worked if time off is authorized.
- E. Overtime while on a vacation day shall be limited to Court overtime as defined in Article 6.3, duty-related medical examinations as provided for in Article 6.9, a



Department mobilization, or such other circumstances as designated by the Chief of Police.

- F. The method of computing the hourly rate of compensation for purposes of overtime payment shall be to divide the employee's biweekly pay, including all types of salary compensation except overtime, by 80.
- G. Overtime shall be hours or portions thereof, calculated in units of one-tenth (.1) hour consisting of a full six-minute period worked in excess of the normal work day or in excess of the total number of hours included in regularly scheduled duty days during a DP.
- H. For the purpose of Sections 1300 through 1630 of the City Charter, an employee's credit for overtime work shall be reduced:
  - 1. By any period of time off with pay which the employee shall have taken for any such overtime work, and
  - 2. By any period of time which the Board of Pension Commissioners, for any such overtime work for which the employee shall have received a cash payment, shall have credited as part of such employee's years of aggregate service pursuant to the provisions of Section 1326 of the City Charter, or as part of such employee's years of service pursuant to the provisions of Sections 1434 or 1626 of the City Charter.
- I. If the League should require sworn witness(es) during an Arbitration Hearing whose testimony is necessary to the proceeding, such witness(es) shall be compensated as otherwise provided by this MOU.
- J. An employee who is called in to work or for an administrative interview on a day off shall be compensated at least four hours at the time-and-a-half rate. This provision shall not apply to an employee who is called in while on off-duty standby pursuant to Article 6.5.
- K. Whenever an employee is required to telephonically report overtime, the employee shall add one-tenth of an hour (0.1) to the amount of overtime reported.
- L. Notwithstanding Paragraph 6.1.B. above, employees assigned to 9-, 10- or 12-hour shifts who are scheduled to work a shorter shift for training or a special event, etc., such as an 8-hour or less shift, will generally be considered on overtime at the end of the scheduled shorter shift and the 45 minute free time or Code 7, if any.

**Exception:** Whenever the employee "owes" the City hours of work because the employee has not worked the requisite amount during the DP (150, 152, 156, or 160 hours per DP as specified in Article 5. 4.1), such employee may be required to work

the additional hours owed the City and such additional time “owed” the City beyond the scheduled work hours would not be considered overtime. (Also see Article 4.1.)

#### **ARTICLE 6.1.1      DEFINITIONS**

The following definitions apply to Articles 6.1.2, 6.1.3, 6.2 and 6.2.1 herein:

- A.     **FLSA:** As used herein, "FLSA" refers to the Fair Labor Standards Act of 1938, 29 U.S.C. §§201-219 and the Portal to Portal Act of 1947, 29 U.S.C. §§251-262.
- B.     **Overtime:** As used herein, unless otherwise indicated, "overtime" refers to both FLSA overtime and non-FLSA overtime.
- C.     **FLSA Overtime:** As used herein, "FLSA overtime" refers to hours actually worked by a sworn employee of the LAPD during a 28-day work period (deployment period) which exceed 171 hours.
- D.     **NON-FLSA Overtime:** As used herein, “non-FLSA overtime” refers to the compensation of a sworn employee with overtime pursuant to the current MOU for any hours worked or activities which are not FLSA overtime hours.
- E.     **CTO:** As used herein, "CTO" refers to compensatory time off hours credited to a sworn employee’s CTO time banks. CTO includes both FLSA CTO and non-FLSA CTO hours unless otherwise indicated.
- F.     **FLSA CTO:** As used herein, "FLSA CTO" refers to hours actually worked by a sworn employee during a 28-day work period which exceed 171 hours and which are credited in CTO time banks as allowed in 29 U.S.C. §207(o).
- G.     **NON-FLSA CTO:** As used herein, “non-FLSA CTO” is defined as hours which are credited to a CTO time bank for a sworn employee that are not compensation for hours actually worked, as that term is defined by the FLSA, by an employee during a 28-day work period which exceed 171 hours.
- H.     **Late Pay:** As used herein, "Late Pay" and “late paid” refers to all hours of overtime worked by a sworn employee which were compensated later than permitted by the FLSA.
- I.     **Cash Out:** As used herein, the term “cash out” refers to the process by which accrued CTO is debited from a sworn employee’s CTO time banks, and paid to the sworn employee in a payroll check.

#### **ARTICLE 6.1.2      CASH COMPENSATION OF OVERTIME**

- A.     It is understood that Management does not desire to compensate any FLSA overtime hours worked by sworn employees in the form of CTO. Management will

use a method referred to as the FLSA Rule to ensure that all sworn employees receive only cash compensation and no CTO for any FLSA overtime hours worked. The FLSA Rule is a payroll procedure which compensates all overtime for employees in cash once the specific FLSA threshold hours of overtime have been entered into the payroll system in a DP.

The purpose of this Rule is to ensure that no FLSA CTO is accrued by employees. There is no agreement to allow the payment of wages by way of FLSA CTO under 29 U.S.C. §207(o)(2) and there will be no FLSA CTO paid to employees. If CTO is credited to an employee in excess of the FLSA Rule, Management shall cash out those CTO hours upon the discovery of this fact.

- B. Beginning on the date this MOU is approved, Management shall provide monetary compensation for all overtime hours once an employee has accumulated four-hundred (400) hours of CTO. If an employee is credited with more than four-hundred (400) hours of CTO in the current payroll system, Management shall buy back all CTO in excess of four-hundred (400) hours for that employee within two pay periods following the pay period in which the overage is discovered by Management.

Unless the parties agree to extend the 400-hour CTO accumulation limit, this provision will sunset on June 30, 2011. At that time, the CTO accumulation limit will return to a maximum of 96 hours. The City will have the option of cashing out the hours between 96 and 400, converting the time to another time bank, or a combination of these two options.

### **ARTICLE 6.1.3      TIMELY PAYMENT OF OVERTIME**

The parties agree that overtime will be compensated in accordance with 29 C.F.R., §778.106. Generally, this requires that overtime compensation earned in a particular work period must be paid by the regular payday for the pay period in which the work period ends.

When the correct amount of overtime compensation cannot be determined until some time after the end of the regular pay period, the overtime compensation will be paid as soon after the regular pay period as is practicable. Payment may not be delayed for a period longer than is reasonably necessary for the employer to compute and arrange for payment of the amount due.

### **ARTICLE 6.2      ACCUMULATED OVERTIME**

#### **A.      Hours prior to October 8, 1989 ("old" hours)**

On October 7, 1989, each employee's overtime balance was recorded and frozen subject to the following provisions:

1. An employee shall retain the right to use these "old" hours provided such time off does not adversely impact the employee's unit or division as determined by the commanding officer.

2. Management may buy back any of these accumulated overtime hours in excess of 496 hours, at the discretion of the Chief of Police.

**B. Hours subsequent to date of MOU approval**

Beginning at 0001 hours on the date this MOU is approved, all overtime hours worked and credited to a sworn employee's account shall be subject to the following provisions:

1. To ensure that all FLSA overtime worked is compensated in cash, overtime hours worked must be turned in pursuant to policies adopted by the Department following meeting and conferring as required by law.

If the correct amount of overtime compensation cannot be determined by the first payday following the DP in which the overtime was worked because the employee did not submit the necessary and correct documentation showing the hours worked, then so long as such payment is made no later than the payday following the pay period during which the necessary and correct documentation was received, such payment(s) shall not be considered to have been delayed longer than is reasonably necessary pursuant to the FLSA as interpreted by the Department of Labor at 29 C.F.R. §778.106.

2. Beginning on the date this MOU is approved, the Department may at its discretion require employees to use CTO time in excess of 250 hours in order to reduce the balance in an employee's CTO bank. The Department shall provide the employee with at least 24 hours notice prior to the start of the shift for which the employee is required to use CTO time. The ability of the Department to require employees to use CTO time in accordance with this provision will sunset on June 30, 2011, unless specifically extended by the parties.

3. Management may buy back any accumulated overtime hours in the new bank. Prior to doing so, Management will give employees notice that it intends to buy back such time.

**Exception:** Any employee who is prescheduled to use CTO in the DP following the notice of Management's intent to buy back accumulated overtime hours may have these hours exempt from being cashed out by submitting an Employee's Report, Form 15.7, to his or her commanding officer within seven calendar days of the posting of scheduled days off pursuant to Article 4.1(G) requesting that such hours be exempt from the buyback. The commanding officer shall verify that the CTO is scheduled to be used in the specified DP, and forward the Form 15.7 to Fiscal Operations Division.

- C. 1. Whenever an employee resigns, retires, or is discharged from the Police Department, the employee shall be paid in cash for all overtime compensation due.
- 2. In case of the death of an employee, who, at the time of death has overtime credits due, payment for such overtime credits shall be made to the estate or any person legally entitled to such payment.

#### **ARTICLE 6.2.1 FLSA AGREEMENT**

Nothing in this Agreement shall be construed to be, nor does it constitute, an agreement for allowing compensation of overtime with FLSA CTO pursuant to 29 U.S.C §207(o)(2) and no such agreement exists or shall be implied from this Agreement.

#### **ARTICLE 6.3 COURT TIME**

- A. The following provisions will apply for the compensation for Court, State or local administrative board (hereinafter referred to as "Court") appearances outside of normal duty hours of employees:

- 1. **Basic Compensation**

An employee shall report to Court or remain on call, as directed by the subpoena. If the employee is on call, it is the employee's responsibility to notify the person designated by the employee's commanding officer of how the employee can be reached. The employee does not need to remain at home, but must be reachable by telephone, answering machine, answering service or paging device. If the telephone number provided by the employee is a paging device or an answering machine/service, or if the telephone is answered by a person other than the employee, contact with such person, device, machine or service shall constitute notification to the officer.

- a. Whenever any police officer is required by a "be there" subpoena to appear in Court, outside of his/her assigned work schedule, such officer shall receive a minimum of two (2) hours overtime compensation, plus hour-for-hour overtime compensation thereafter for each additional hour of actual attendance with the same noontime recess provisions as outlined in Paragraph A.1.b. If an officer has separate "be there" subpoenas for morning and afternoon court sessions, the two-hour minimum shall apply for each case.
- b. If the employee is called into Court while on call, the employee shall receive a minimum of two and one-half (2½) hours overtime compensation and hour-per-hour overtime compensation thereafter for each additional hour of actual attendance at Court with the following noontime recess exceptions:

<u>Length of Recess</u> 45 minutes or less	<u>Amount of Compensation</u> None
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<u>Length of Recess</u> 46 minutes or more	<u>Amount of Compensation</u> All time over 46 minutes (in six minute increments)
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**Note:** An employee shall not receive the minimum of two hours for “be there,” two and one-half hours for “on-call,” or hour-for-hour overtime compensation for an appearance during the same time period.

- c. If the employee remains on call and is not required to report to Court, the employee shall receive two and one-half hours of overtime compensation regardless of the length of time the employee is required to remain on call. The employee will remain on call until 1600 hours of that day, unless notified earlier of the termination of the employee's on-call status.
- d. An employee who has a “be there” subpoena and whose status has been changed to “on call” by the issuing attorney or the court, may submit on-call overtime as provided for above if the subpoena control coordinator was properly notified of the change in the employee's status. Failure to notify the subpoena control coordinator prior to or at the commencement of the on-call status will waive the right to any on-call compensation.
- e. The minimum of two and one-half hours overtime for on-call court ***cannot be used more than once on the same court day***, regardless of the number of subpoenas for which an employee is on-call or the number of different times during the day that an employee is placed on call.
- f. If there is a minimum for a court appearance, which can only apply if it is the first court status of the day, this shall be exhausted prior to beginning the on-call minimum overtime or actual hour-for-hour attendance in court. Actual court attendance shall be hour-for-hour *after* one or both of the minimum overtime provisions is exhausted.

## 2. **Start and End of Court Overtime**

Unless otherwise specified, start of overtime for a Court appearance is the time for which the appearance is scheduled or the actual time of arrival of the officer at the specified Court location, whichever is later. End of overtime for

a Court appearance generally is the time the officer is no longer needed at the specific Court.

a. **Evidence Required.** When an employee is required to bring evidence to Court, the start of overtime is generally when the employee checks out the required evidence. When an employee is required to return evidence not admitted into Court, end of overtime is generally at the time and location where the evidence is returned.

b. **Use of City Vehicle.**

1. When an employee, not assigned a take-home vehicle, is required to transport a witness(es) to a Court appearance, start of overtime is generally when the employee checks out the vehicle. If this employee also provides transportation for other employees, the start and end of overtime for employees who are provided transportation shall be the same as specified in Article 4.3.D. of this MOU.

2. An employee may utilize a City vehicle to attend Court, subject to the availability of vehicles and any restrictions on the use of City vehicles imposed by the employee's commanding officer. The use of a City vehicle by off-duty employees to attend Court is a privilege and no overtime shall be granted because an employee elects to use a City vehicle.

**Exception:** If an employee remains at Court following the time when the employee is no longer needed in Court, i.e., waiting for a second employee to conclude testimony because they rode to Court together in a City vehicle, the employee shall deduct the time spent waiting for the other employee from the overtime submitted.

c. Any questions regarding unreasonable delays and hours worked shall be resolved by the employee's commanding officer.

3. **Exceptions to the "Be There" and "On Call" Minimum Compensation**

Notwithstanding the above provisions regarding minimum compensation, compensation in the following situations shall be as set forth below:

a. For Court appearances or on call commencing two hours or less before the employee's assigned watch, compensation shall be for the actual time between the commencement of the Court appearance or on call and the beginning of the employee's assigned watch with the same noon recess provisions as outlined in Paragraph A.1.a. of this Article.

- b. For Court appearances commencing two hours or less after the employee's assigned watch, compensation shall be for the actual time between the end of the employee's assigned watch and the termination of the Court appearance with the same noon recess provisions as outlined in Paragraph A.1.a. of this Article.
- c. For Court appearances or on call that begin during an employee's assigned watch and terminate after the assigned watch, compensation shall be for the actual time between the end of the employee's assigned watch and the termination of the Court appearance or on call with the same noon recess provisions as outlined in Paragraph A.1.a. of this Article.

**Note:** In no event shall "on call" overtime compensation be more than the minimum of two and one-half hours of overtime compensation.

- d. For on-call commencing in the afternoon and the period of time on call is less than two and one-half hours, compensation shall be for the actual time between being placed on call and 1600 hours.

B. Overtime shall be compensated in accordance with the provisions of Article 6.1 of this MOU.

**Note:** A detailed list of overtime examples is provided in Appendix G.

#### **ARTICLE 6.4 DMV TELEPHONIC HEARINGS**

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

1. **On Duty**

Employees subpoenaed for a DMV Telephonic Hearing which is scheduled during the employee's working hours shall utilize a Department telephone to call the DMV at the appointed hour.

2. **Off Duty**

- a. Employees subpoenaed for a DMV Telephonic Hearing which is scheduled at a time when the employee is off duty may utilize a Department telephone to call the DMV at the appointed time. Alternatively, the employee may call from a private phone, mobile phones excepted.



- b. Employees participating in DMV Telephonic Hearings shall be entitled to a minimum of two and one-half hours of overtime compensation and hour-per-hour overtime compensation thereafter for actual participation in the hearing with noontime recess provisions as per Paragraph A.1.a. of Article 6.3.
- c. There shall be no on-call compensation for DMV Telephonic Hearings.
- d. Employees may not receive overtime compensation for DMV Telephonic Hearings in conjunction with any other type of court overtime compensation, unless the time spent in the DMV Telephonic Hearing extends beyond the other compensated time. Employees participating in DMV Telephonic Hearings while on call or while actually in Court shall only be entitled to the overtime compensation afforded by these activities. The exception to this rule is when the DMV Hearing extends past the time when the overtime compensation for the other court activity ceases. In such cases the employee shall be entitled to hour-for-hour overtime compensation for the actual time spent past the close of the other court activity.
- e. Employees utilizing a private telephone to participate in a DMV Telephonic Hearing shall be entitled to reimbursement for out-of-pocket expenses.
- f. Employees who utilize a Department telephone to participate in a DMV Telephonic Hearing while off duty shall not be entitled to overtime compensation for travel time spent reaching that telephone.

B. Overtime shall be compensated in accordance with provisions of Article 6.1 of this MOU.

**ARTICLE 6.5 OFF-DUTY STANDBY COMPENSATION**

- A. Notwithstanding the provisions of Articles 4.1, 4.2, 6.1 and 6.2 of this MOU, employees who are required by the Department to standby for holidays or weekends will receive one hour of compensation at straight time for every six hours they are required to standby. As used herein, "standby" means that the employee must be reachable by telephone, answering service, answering machine or paging device and must upon contact respond to a work location within a designated period of time.
- B. Notwithstanding the provisions of Articles 4.1, 4.2, 6.1 and 6.2 of this MOU, officers, sergeants, detectives, and lieutenants of the Metropolitan Division's K-9 Unit and SWAT Team, and the Emergency Services Division's Hazardous Devices Unit who are required by the Department to standby on weekdays, shall be compensated as

described in Paragraph A above. Standby as used herein has the same definition as used in Paragraph A above.

- C. Time spent on duty during the period of standby will be deducted from the total time the employee is on standby, not from the time accumulated as compensated standby time.

**Example:** An employee is on weekend standby. The total time of standby is 60 hours. The employee is required to report for duty for six hours. The six hours are subtracted from 60 hours leaving 54 hours of total standby time. Fifty-four is divided by six, which equals nine hours of straight time compensation for standby. The employee will also receive six hours of time-and-one-half overtime for responding to the call out.

- D. For purposes of computing the amount of compensation due for time spent on duty, the time spent on duty will commence at the time the individual reports to the designated place of assignment and will terminate at the time when the employee is released from duty. Under no condition will time be allowed for travel.
- E. Employees who are not placed on standby and are recalled to work during off hours shall be compensated as described in Article 6.1. "Recall" is defined as being called during off-duty hours and ordered to return to on-duty status.

Note: The term "on call" refers only to court overtime as defined in Department Manual Section 3/212 and Article 6.3 of this MOU.

## **ARTICLE 6.6 OVERTIME COMPENSATION FOR MEETINGS OUTSIDE OF NORMAL WORK HOURS**

- A. Department employees required to attend a meeting outside of normal work hours shall receive a minimum of two hours overtime compensation and hour-per-hour overtime compensation thereafter for each additional hour of attendance at a meeting, to be compensated to the nearest tenth of an hour, with the following exceptions:
  1. Meetings commencing two hours or less before the employee's assigned watch;
  2. Meetings commencing two hours or less after the employee's assigned watch;
  3. Meetings that begin during an employee's assigned watch and terminate after the assigned watch.

Compensation for the three exceptions listed above will be on an extended watch, hour-per-hour basis, compensated to the nearest tenth of an hour.

- B. Overtime shall be compensated in accordance with provisions of Article 6.1 of this MOU.

**ARTICLE 6.7 OVERTIME DURING SUSPENSION OR UNPAID LEAVE**

- A. If an officer is **required** to appear for any of the below specified activities while on suspension or unpaid leave, the officer shall receive hour-for-hour adjusted time for that appearance by adhering to the procedures set forth in this Article.

- 1. Court as defined in Article 6.3.A; and,
- 2. An interview related to a personnel complaint, grievance or other investigation.

- B. The provisions of Paragraph A of this Article shall not apply to the preparation for or attendance of an accused employee, an appellant or a grievant at a Board of Rights or any other administrative hearing when the employee is the subject of the hearing.

**Note:** An accused or charged employee, appellant or grievant is not required to attend a Board of Rights or administrative hearing and no overtime compensation shall be granted for attendance at such hearing(s) regardless of the employee's duty status.

- C. An employee requesting adjusted time pursuant to this Article shall adhere to the following:

- 1. During the first seven days of the employee's return to work, the employee shall complete an Employee's Report, Form 15.7, giving the date, time, location, and duration of the appearance and state the type of hearing or interview. In case of a Court appearance, include the defendant's name(s), the charge(s), and the case number. In cases other than a Court appearance, include the name of the supervisor requiring such attendance.
- 2. Submit the Form 15.7 to a supervisor for approval.
- 3. Use the time within 90 days after returning to duty.

**ARTICLE 6.8 COMPENSATION FOR FIREARMS QUALIFICATION**

- A. Notwithstanding the provisions of Article 6.1, when an employee is required to complete a firearms qualification during off-duty hours, such employee will receive one and one-half hours of compensated time. Compensated time will be at the rate of time-and-one-half. No additional payment will be made regardless of how long or the number of times it may take the employee to complete the qualification in each qualification period.

- B. Management shall direct employees to qualify during on-duty hours whenever possible. The above method of compensation shall only be used when the employee can demonstrate to the employee's commanding officer that it was impractical to complete the qualification during on-duty hours.

**ARTICLE 6.9            COMPENSATION FOR MEDICAL EXAMINATIONS**

- A. When duty-related follow-up medical examinations and treatment are scheduled by the employee during an employee's regular tour of duty, Management will grant two hours of on-duty time for the purpose of obtaining such examination and treatment. Such time may be used for the actual examination, treatment or transportation to or from such appointment. When the actual time necessary for such examination, treatment or transportation during regular working hours exceeds two hours and the employee is unable to complete his or her shift, the employee may request to use accrued vacation leave, compensatory time or may request a leave without pay. As used herein, "medical examinations and treatment" shall mean examinations and/or treatment performed by, prescribed by or under the direct supervision of a licensed physician, practitioner, or therapist designated in accordance with current Workers' Compensation procedures (Workers' Compensation Appeals Board). Employees **shall** notify Management of the dates and times of medical treatment and medical examination appointments prior to the appointment so Management can determine if it is feasible to grant the employee on-duty time for such appointment.

When Management determines that it is impracticable to schedule medical examinations and treatment on duty, an employee, notwithstanding the provisions of Articles 4.1, 4.2, 6.1, and 6.2, will receive two hours straight time compensation regardless of the length of treatment. At the discretion of the commanding officer, when an employee's medical examination or treatment falls at the beginning or end of a scheduled work assignment, an employee may be granted one hour of on-duty time and one hour of straight time compensation for the same medical examination and treatment.

**Note:** Failure to notify a supervisor of the dates and times of medical examinations and/or treatment ***prior to*** the date of such appointments may be grounds for considering the time spent at such appointment as being outside of regular working hours or for denying overtime compensation pursuant to Paragraph A above.

**Exception:** When Management or its agent requires and schedules a medical examination of the employee, the time, whether on or off duty, is not limited to two hours.

- B. Compensation will not be paid for:
  - 1. Medical examinations or treatment performed by someone other than a licensed physician, practitioner, or therapist designated in accordance with

current Workers' Compensation procedures (Workers' Compensation Appeals Board).

2. Medical examinations or treatment conducted while an employee is on injured-on-duty (IOD) status, Workers' Compensation status, sick leave, military leave, or unpaid leave. This includes the time required to obtain a return to duty certification from a City physician.
  3. Medical examination or treatment while an employee is hospitalized.
  4. Off-duty emergency medical examinations or treatment.
- C. When an employee has made a claim that an illness or injury is duty-related and it has not yet been determined that it is duty-related, the employee shall follow the provisions and procedures as outlined in Paragraphs A and B above, except that all such medical examinations and/or treatment shall be **off duty**. All Overtime Reports for such off-duty medical examinations and/or treatment shall be completed and processed as follows:
1. The employee shall include the below information in the "Description of Activity" portion of the Overtime Report, Form 2.24.
    - a. Name of the physician, practitioner or therapist conducting such examination and/or treatment.
    - b. Name of the supervisor notified of the date and time of the examination and/or treatment and the date and time of such notification.
    - c. "Pending IOD status" shall be written in the lower right-hand corner.
  2. The employee shall submit the green copy of the Overtime Report for supervisory approval and retain the yellow copy.
  3. Following approval, the green copy of the Overtime Report shall be submitted to the divisional timekeeper and shall be held until such time as a decision is made as to the concerned employee's IOD status. Once a decision is made as to the IOD status, the Overtime Reports shall be processed as follows:
    - a. If it is determined that the employee's illness or injury is duty-related, Overtime Reports submitted pursuant to Paragraph C.1. shall be processed and the employee compensated. Prior to the processing of such reports, the timekeeper shall add the Worker's Compensation number to each Overtime Report.

- b. If it is determined that the employee's illness or injury is not duty-related, the timekeeper shall write "Denied IOD" and the date of notification of such duty status on all Overtime Reports completed pursuant to Paragraph C.1. The green copy of the Overtime Report shall be retained and no compensation shall be granted the employee.
- 4. Any of the following may be grounds for denial of compensation for such time in the event the illness or injury is determined to be duty-related:
  - a. Failure to notify a supervisor of the dates and times of medical examinations and/or treatment **prior to** the date of such examinations and/or treatment; or,
  - b. Failure to include the information specified in Paragraph 1 above; or,
  - c. Failure to complete the Overtime Report(s) in a timely manner as specified in Article 6.2.B.1.

#### **ARTICLE 6.10 SHOW-UP/NO WORK**

Notwithstanding the provisions of Articles 4.1 and 4.2, the parties recognize that the Department may require additional staffing. The Department shall permit employees to volunteer to work such additional shifts or portions of shifts when required.

When an employee is requested to work or volunteers for other than a regularly scheduled work shift as indicated in the posted DP work schedule and reports to work and the employee's services are not needed, the employee shall be entitled to a minimum of two hours straight time either in time or cash at the discretion of the Chief of Police.

This provision does not apply to unusual occurrences, employees on weekend/holiday standby, or for employees who have been assigned a take-home vehicle.

#### **SECTION 7.0 BENEFITS**

##### **ARTICLE 7.1 VACATIONS AND VACATION PAY**

- A. Each employee shall be entitled to 120 hours of vacation annually with full pay.

Upon the completion of two years of service in the aggregate, each employee shall be entitled to 128 hours vacation annually with full pay.

Upon the completion of ten years of service in the aggregate, each employee shall be entitled to 192 hours vacation annually with full pay.

Upon completion of 30 years of service in the aggregate, each employee shall be entitled to 200 hours vacation annually with full pay.

On January 1 of each year, vacation time accrued during the previous year shall be credited to each employee.

- 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.

The employee may defer all or a portion of his or her vacation. The employee should consider the amount of vacation time the employee has accumulated and whether deferring all or part of the vacation could result in loss of vacation time which will automatically be deposited in the catastrophic illness or injury time bank. Employees on extended military leave should consider receiving a cash payment prior to the commencement of their leave (See Manual Section 3/732.60).

- C. For the purpose of computing the ten years of service in the aggregate under Section A above:

1. Any employee shall be deemed to have been in the service of the Police Department during any period of military service performed by such employee if said employee was entitled to reinstatement as an employee of the Police Department after such military service and was, in fact, so reinstated.
2. Service of an employee prior to service retirement shall be counted if such employee is reactivated pursuant to any Charter Section providing the return or recall to active service of a service-retired pensioner.
3. Service of an employee prior to resignation shall be counted if such employee is not eligible for pension under the provisions of any applicable Police Pension System in the Charter or Administrative Code and is reemployed by the Police Department.

- D. Any employee who, immediately prior to becoming a member of the Police Department, was employed in any other department of the City and had earned any unused vacation credits for which the employee was not compensated either in cash or time off, shall be credited with such unused vacation time in addition to any vacation to which the employee is entitled.

- E. In the event any employee, after the completion of the employee's initial year of service, becomes separated from the service of the Department by reason of resignation, 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, except that an employee who resigns from the Police Department for the purpose of accepting employment in the Fire

Department, and who is reemployed in the Fire Department within seven days from the effective date of the resignation shall not receive cash payment.

- F. 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.
- G. Employees with ten or more years of service in the aggregate may split their vacation time into two parts. Employees who choose to split their vacation period or periods may apply their seniority preference to any one portion. Seniority shall be defined as total time on the job. The additional vacation time shall be granted on a reverse seniority basis.
- H. Management is sensitive to the needs of its employees to plan vacations with other family members. Therefore, when employees are transferred after vacation scheduling has been completed, it is the intent of management to allow employees to retain originally designated vacation dates, if possible.

When an employee is transferred, the commanding officer of the organizational unit into which the employee is transferred shall make every good faith effort to honor the originally scheduled vacation dates unless:

- 1. Granting the vacation, as scheduled, will impact on the unit's ability to adequately deploy personnel required to accomplish its mission; or
  - 2. The employee requests a change in vacation dates, and such a change can be made without impacting the deployment needs of the unit.
- I. It is the policy of the Department to allow officers to take regularly scheduled vacations or remain on vacation during a mobilization unless the officer volunteers to work or there is an order by the Mayor or the Chief of Police to cancel vacations.
    - 1. An officer who volunteers to work during a mobilization while on a regularly scheduled vacation may do so subject to the following:
      - a. The Department must have a need for the employee to return to work. Assignments will be made at the discretion of the Department.
      - b. Once the employee voluntarily returns to work, the employee may not resume his or her vacation (including regularly scheduled days off, accumulated overtime and days off in lieu of a holiday) without the approval of the Department.
      - c. The employee may defer all or a portion of his or her vacation pursuant to this Article.



- d. Where an employee has elected to defer all or a portion of vacation, the employee shall be shown on regular duty status for each deferred vacation day and shall receive overtime compensation according to the provisions of other Articles of this MOU.
  - e. The Department may approve an employee's use of any remaining vacation once the situation deescalates and it is determined there is adequate deployment at all levels of rank.
  - f. The Department is under no obligation to reschedule the vacation during the current calendar year but may do so if it does not impact the ability to maintain adequate deployment at all levels of rank.
2. When the Mayor or Chief of Police orders officers on regularly scheduled vacation to return to work during a mobilization, such return is subject to the following:

The employee may elect to defer all or part of the remaining vacation subject to the provisions of Paragraphs I.1.c-f of this Article.

#### **ARTICLE 7.1.1 SENIORITY FOR VACATIONS**

Vacation periods shall be selected by rank. Once ranks are grouped, seniority will be based upon time as a sworn Department employee. Seniority shall be the criterion used in the selection and scheduling of vacations.

#### **ARTICLE 7.1.2 VACATION BUYBACK**

**Note:** The provisions of this Article shall not be applicable during the term of this MOU (July 1, 2009 through June 30, 2011).

Beginning January 1, 2007, the City will provide a one-time amount not to exceed \$6 million for the purpose of allowing unit members to work up to 40 hours of pre-scheduled vacation time. Management shall determine the procedure under which this one-time allotment will be spent. Limitations of this vacation buyback program include:

1. The vacation time must be worked at a geographic area or traffic division regardless of the employee's division of assignment.
2. The employee must be eligible and capable of performing field duties.
3. The Department will determine the dates and times that an officer will work, the length of the shifts to be worked, and the area or traffic division to which an officer will be assigned.

4. The Department may require an officer to work such time on consecutive days.
5. The buyback program will end at such time as the allocated funds have been fully expended.
6. Disputes concerning the buyback program will be referred to the Dispute Resolution Committee and shall not be grievable nor arbitrable.

**ARTICLE 7.2 SEPARATION FROM SERVICE**

Whenever an employee separates from the Los Angeles Police Department, the employee can use no more than 30 calendar days of any combination of time, i.e., vacation, accrued compensatory time, days off and days off in lieu of a holiday. Any exception must be approved by the Chief of Police.

Any employee who is eligible and wishes to buy back service time towards pension credits must have completed this transaction at least three months prior to submitting a request for a pension.

**ARTICLE 7.3 HOLIDAYS AND HOLIDAY PREMIUMS**

- A. Employees appointed during the calendar year shall be entitled to the number of remaining holiday hours off in lieu of holidays as designated on the Deployment Schedule for that calendar year. All other sworn employees shall receive holiday hours during each calendar year as specified in Article 4.1.
- B. Notwithstanding the paragraph above, employees who work on the following holidays on the prescribed watches shall receive time-and-one-half premium pay. Beginning on the date this MOU is approved, all holiday premium compensation shall be provided in the form of time off with pay. Unless the parties agree to extend this "time only" limitation, this provision will sunset on June 30, 2011.

New Year's Day	-	All Watches
Easter	-	All Watches
Memorial Day	-	All Watches
Independence Day	-	All Watches
Labor Day	-	All Watches
Thanksgiving	-	All Watches
Christmas Eve	-	Evening/Night Watches only
Christmas Day	-	All Watches
New Year's Eve	-	Evening/Night Watches only

For the purpose of this Article, "Evening/Night Watches" are defined as any watch commencing from 1400 hours and before 2400 hours.

- C. Time-and-one-half premium pay shall be submitted as straight time equal to one half of the actual hours worked for a maximum of six hours straight time. For example, officers assigned to an 8-hour shift will receive premium pay of 4 hours; officers assigned to a 9-hour shift will receive premium pay of 4.5 hours; officers assigned to a 10-hour shift will receive premium pay of 5 hours; and officers assigned to a 12-hour shift will receive premium pay of 6 hours. Premium pay shall not apply to overtime hours worked in excess of the normal tour of duty.
- D. Employees called out or scheduled to work on an overtime basis during a shift specified for premium compensation are entitled to premium compensation in accordance with Paragraph C. above in addition to the overtime compensation. For example, an employee recalled to work who works 7 hours of overtime would receive time-and-one-half overtime compensation for the 7 hours *plus* premium pay of 3.5 hours at straight time. The maximum premium pay remains at 6 hours straight time regardless of how many overtime hours are worked.
- E. Notwithstanding the first and second Paragraphs of this Article, whenever a special holiday is declared by proclamation of the Mayor with concurrence of the Council, the Chief of Police is hereby authorized to grant to each employee a day off with full pay. Such day off shall be in addition to any other day off authorized and granted each employee under the provisions of this MOU and may be allowed either on the same day that is declared a special holiday by the Mayor and the Council or on any subsequent day at the discretion of the Chief of Police.

#### **ARTICLE 7.4      SICK LEAVE ACCRUAL**

Every employee shall be entitled to sick leave with full pay as herein provided if compelled to be absent from work on account of any illness or injury other than that caused by or arising from the employee's own moral turpitude. Such sick leave shall be allowed as follows:

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

**ARTICLE 7.5           SICK LEAVE USAGE**

- A.    1.    In all cases where an employee is compelled to be absent from duty on account of such illness or injury, as defined in Article 7.4 above, or pregnancy (to the extent allowed by law), the employee shall report the same as soon as practicable to the Department. The Department may require such employee to be examined by the Occupational Health and Safety Division of the Personnel Department, which shall report its findings to the Department; provided that any employee who has used less than five days shall not be unreasonably subject to such mandatory examination.
- 2.    The Department may also require, to the extent the law and Paragraph A.1. of this Article permits, that the employee provide proof from a health care provider which shall include the necessity for the absence and a prognosis of the condition. The request for proof by the Department shall not be arbitrary or capricious, and must be based on articulable facts. Failure to provide the proof of the necessity for the absence and a prognosis of the condition may result in the termination of the employee's sick benefits for the incident in question.
- 3.    In all cases where an employee is absent for eight or more days due to illness or injury, the employee shall provide proof from a medical doctor which shall include the necessity for the absence, prognosis of the condition and duty restrictions, if any.
- B.    Upon approval of the Department, any employee may be allowed sick leave with full pay not to exceed an aggregate of 24 hours in any one calendar year, but not less than one hour at any one time, which shall be included in the allowance of sick leave at full pay under this Section for the purpose of securing preventive medical, dental, optical or other like treatment or examination for the employee and for the members of the employee's immediate family.
- 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.

**ARTICLE 7.6           ACCUMULATED SICK LEAVE**

- A.    Any unused balance of an employee's 100% sick leave bank remaining at the end of calendar year 2009 shall be carried over to 2010. That bank may accumulate to a maximum of 800 hours. Any 100% sick leave remaining unused at the end of 2009, which, if added to an employee's accumulated 100% sick leave will exceed 800 hours, shall, as soon as practicable, be credited to the employee in time off with pay at the rate of 50%. (For example, an employee who would ordinarily receive the maximum of 96 hours of excess sick leave paid in cash at 50% of his/her salary rate

– the equivalent of 48 hours at full pay - will instead receive 48 hours of time off with pay). Such time will be credited to a separate time bank.

Any unused balance of an employee's 100% sick leave bank remaining at the end of calendar year 2010 shall be carried over to 2011. That bank may accumulate to a maximum of 800 hours. Any 100% sick leave remaining unused at the end of 2010, which, if added to an employee's accumulated 100% sick leave will exceed 800 hours shall, as soon as practicable, 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 an employee's estate be compensated more than once for accumulated full pay sick leave upon retirement or upon the death of the employee. The City Council may, by resolution, authorize cash payment to the legal beneficiaries of a member of the Police Department, who, on or after January 1, 1990, suffered or suffers a duty-related death, for the balance of the member's accumulated full-pay sick leave at 100% of the member's salary rate on the date of his or her death. In no instance shall a member or his or her beneficiaries be compensated more than once for accumulated sick leave upon retirement, death, or death in the performance of duties of the member.
- C. If an employee becomes separated from the service of the Police Department by reason of resignation and is thereafter employed by the Department within seven days after the effective date of said resignation, the unused balance of all sick leave, accrued and accumulated in the Police Department, as of the effective date of such resignation, shall be restored.
- D. If an employee of the Police Department was, within seven days prior to becoming an employee, an employee of any department of the City, including an employee member of the Police Department, the unused balance of all sick leave accrued and compensated in the department from which the employee resigned, as of the effective date of such resignation, shall be restored.
- E. Any unused balance of sick leave at 75% of full pay at the end of any calendar year and any unused balance of sick leave at 50% of full pay at the end of any calendar year shall be carried over and accumulated from one calendar year to the next to a maximum of 800 hours at 75% pay and 800 hours at 50% pay. All accrued sick leave at partial pay in excess of such maximum amounts shall be deemed waived and lost.

## ARTICLE 7.7 FAMILY AND MEDICAL LEAVE

### A. Authorization for Leave

Up to four months 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 7.8), upon the request of the employee, or designation by Management in accordance with applicable federal or State law, notwithstanding any other provisions of this MOU or the Los Angeles Administrative Code to the contrary.

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

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

**Exception:** Under the provisions of this Article, a pregnant employee may be eligible for up to four (4) months (nine [9] pay periods) for childbirth disability and up to an additional four (4) months (nine [9] pay periods) for purposes of bonding. (See Sections D.1 and D.6 of this Article.)

### B. Definitions

1. **Spouse** means a husband or wife as defined or recognized under State law for purposes of marriage in this State.
2. **Domestic partner** means a named domestic partner in a confidential affidavit declaring the existence of said domestic partner and signed by the City employee, which is on file in the Employee Benefits Office, Personnel Department.
3. **Parent** means a biological, foster or adoptive parent, a stepparent, a legal guardian or an individual who stands or stood in loco parentis to an employee when the employee was a child as defined in (d) below. This term does not include parents "in-law." Persons who are "in loco parentis" include those with day-to-day responsibilities to care for and financially support a child or, in the case of an employee, who had such responsibility for the employee when the employee was a child. A biological or legal relationship is not necessary.
4. **Child** means a biological, adopted, or foster child, a stepchild, a legal ward, or a child of a person standing in loco parentis, who is either under age 18, or

age 18 or older and “incapable of self-care because of a mental or physical disability.”

### C. Eligibility

1. The provisions of this Article shall apply to all employees in this representation unit 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.

**Exception:** In accordance with Pregnancy Disability Leave under the California Fair Employment Housing Act (FEHA), on the first day of employment with the City, pregnant employees are eligible for up to four (4) months (nine [9] pay periods) of leave if disabled due to pregnancy.

2. Parents (including those who are domestic partners) who both work for the City may take leave under the provisions of this Article at the same time to care for a new child by birth or adoption, foster care of a child, or to care for a sick parent, but the aggregate period of time to which both are entitled is limited to the time allowed for only one employee. Each employee must notify the concerned employing department at the time the leave is requested of the name and department of the second family member who is requesting leave for the same incident. Such notification must include the starting and ending dates of the time period for which each employee is requesting leave.

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

### D. Conditions

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

In accordance with Pregnancy Disability Leave under the California FEHA, employees who are disabled due to pregnancy, childbirth, or related medical conditions are eligible for up to four (4) months (nine [9] pay periods) of leave with medical certification certifying the employee is unable to work due to a pregnancy-related condition. Pregnancy Disability Leave under the FEHA may be taken before or after the birth of a child, which shall run concurrently with pregnancy leave under the federal Family and Medical Leave Act of 1993, and must be concluded within one year of the child’s birth.

Employees (either parent) are also eligible for family leave (“bonding”) under the California Family Rights Act, which shall be limited to four months (nine [9] pay periods) and must be concluded within one year of the child’s birth or adoption. (The administration of such leave shall be in accordance with Section C.2. of this Article).

2. **Adoption** - The start of family leave for adoption or foster care of a child shall begin on a date reasonably close to the date the child is placed in the custody of the employee. Leave may also be granted prior to the placement if an absence from work is required.
3. **Family Illness** - The start of a family leave for a serious health condition of a family member shall begin on the day requested by the employee or, if none is requested, on a day designated by Management.
4. **Employee’s Own Illness** - The start of a leave for the employee’s own serious health condition shall begin on the date requested by the employee or, if none is requested, on a day designated by Management. Serious health conditions occurring during the course and scope of employment activities shall not apply to this Section.
5. A serious health condition is defined as an illness, injury, impairment, or physical or mental condition that involves any period of:
  - (a) Incapacity or treatment connected with in-patient care in a hospital, hospice or residential medical facility; or
  - (b) Incapacity requiring an absence of greater than three days involving continuing treatment by or under the supervision of a health care provider; or
  - (c) Incapacity (or treatment resulting therefrom) due to a chronic serious health condition; or
  - (d) Incapacity that is permanent or long-term due to a condition for which treatment may not be effective; or
  - (e) Absences to receive multiple treatments (including any period of recovery therefrom) by, or on referral by, a health care provider for a condition that likely would result in incapacity for more than three consecutive days if left untreated; or
  - (f) Incapacity due to pregnancy or for prenatal care.
6. **Continuous/Intermittent Leave** - All leave granted under this Article shall normally be for a continuous period of time for each incident. However, an



employee shall be permitted to take intermittent leave or work on a reduced schedule to take care of a family member with a serious health condition or for the employee's own serious health condition when it is medically necessary. Management may require the employee to transfer temporarily to an available alternative position for which the employee is qualified to accommodate recurring leave periods.

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

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

#### E. **Notice Requirements**

1. **Employee** - When an employee requests family or medical leave, he/she must state the reason for the requested leave (e.g., childbirth, to care for an immediate family member with a serious health condition, etc.). When the necessity for a leave is foreseeable, the employee must provide at least 30 days notice. However, if the leave must begin in less than 30 days, the employee must provide as much advance notice as is practicable.
2. **Management**- In response to an employee's request for family or medical leave, Management shall indicate whether or not the employee is eligible for such leave, if such leave will be counted against the employee's annual family or medical leave entitlement, and any requirement for the employee to furnish medical certification. Management shall also notify an employee in writing if it designates leave, paid or unpaid, taken by an employee as family

or medical leave-qualifying regardless of whether or not the employee initiates a request to take family or medical leave.

**F. Applicable Time Off**

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

**1. Childbirth (Mother)**

- (a) Accrued sick leave (100%, 75%, 50%) or vacation for the entire period of disability that a health care provider certifies is necessary, (including prenatal care or the mother's inability to work prior to the birth) may be taken at the employee's discretion.
- (b) For the non-disability portion of childbirth leave (before or after delivery – "bonding") accrued vacation time shall be used prior to the use of time under (c), (d), and (e) below.
- (c) Accrued sick leave; all 100% sick leave shall be used first, followed by the use of all 75% sick leave, followed by the use of all 50% sick leave. The use of sick leave under this subsection is at the employee's discretion.
- (d) Accrued compensatory time off may be used at the employee's discretion after exhaustion of 100% sick leave. In accordance with the final Department of Labor Regulations, which became effective January 16, 2009, and govern the federal Family and Medical Leave Act, any use of accrued compensatory time off under this Section shall be counted against the employee's annual family and medical leave entitlement.
- (e) Unpaid leave.

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

- (a) Annual family illness sick leave up to twelve days may be used at the employee's discretion. Such leave may be taken before or after the vacation time off described in (b) below.
- (b) Accrued vacation time. Such time must be used prior to the use of time under (c) and (d) below.
- (c) Accrued sick leave; all 100% sick leave shall be used first, followed by the use of all 75% sick leave, followed by the use of all 50% sick

leave. The use of sick leave under this subsection is at the employee's discretion.

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

(e) Unpaid leave.

### 3. **Personal Medical Leave**

(a) Accrued sick leave (100%, 75%, 50%) may be used at the employee's discretion. Such leave may be taken before or after the vacation time off described in (b) below.

(b) Accrued vacation time. Such time must be used prior to the use of time under (c) below.

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

(d) Unpaid leave

### G. **Sick Leave Rate of Pay During Family Leave**

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

### H. **Monitoring**

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

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

Employment and Housing Act, the Uniformed Services Employment and Reemployment Rights Act, and the California Military and Veterans Code.

## **ARTICLE 7.8      FAMILY ILLNESS**

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

- A. 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 unused 100% sick leave, shall be allowed a leave of absence with full pay not to exceed in the aggregate twelve 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 1<sup>st</sup> occurs** and ending on the day immediately preceding the first day of the payroll period during which the next January 1<sup>st</sup> occurs.
- B. Each employee shall furnish, if required by the Chief of Police, satisfactory proof from a health care provider which shall include the necessity for the absence and an expected date of return to duty. The request for proof by the Department shall not be arbitrary or capricious, and must be based on articulable facts.
- C. 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.
- D. "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 7.9       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: child, 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 7.10       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. Management's monthly health subsidy will increase for employees in this representation unit as follows:
  - 1. Operative July 1, 2009, management will provide a monthly subsidy not to exceed \$978.18 per month.
  - 2. Operative July 1, 2010, management will provide an additional amount not to exceed the civilian health insurance subsidy increase of January 1, 2010.
- C. The City will apply this sum first to the employee's coverage. The amount to be applied to the employee-only coverage will be the actual amount required, but not to exceed \$749.12 per month for the entire term of the MOU. Any remaining balance will be applied toward the coverage of the employee's dependents under the plan.
- D. Management will provide continuation of the above medical plan subsidies toward the cost of health plan premiums for the spouse, domestic partner, and any minor dependents of any employee killed in the line of duty or who dies from a duty-related injury after July 1, 1985, while on active payroll status. This coverage shall cease for minor dependents when they reach the age of 18 years, or 25 years if unmarried and attending an accredited school on a full-time basis. However, coverage will continue for a disabled child of the employee if the child remains unmarried, was dependent on the employee for financial support, and was disabled before age 18.
- E. Health plan subsidy provisions not covered in this Article will be administered in accordance with applicable sections of the Los Angeles Administrative Code.
- F. The City will retain all duties and responsibilities it has had for the administration of the City's Health Plans.
- G. The City will expend the above-noted funds only for those employees who enroll in a plan and are on active payroll status with the City. The City retains all rights to any unused funds, which may be allocated for the purpose of implementing this Article.
- H. The parties hereby agree that either the City or the League has the option to re-open the MOU at any time upon written notice to the other party to discuss changing the health 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 Police Protective League 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 Plan (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 affect this benefit. This benefit is not retroactive.

**L. Health Plan Subsidy - Family and Medical Leave Provision**

Employees shall be eligible for a continued health plan subsidy while on Family or Medical Leave, under the provisions of Article 7.7 of this MOU. However, for any unpaid portion of Family or Medical Leave, the health subsidy shall be continued for



a maximum of nine (9) pay periods. The continuation of the health plan subsidy will be provided only under the following conditions:

1. The employee shall have been enrolled in a health plan listed in Paragraph A of this Article prior to the beginning of the leave.
2. The City will not continue the subsidy if the employee is covered under a health plan which is not listed in Paragraph A of this Article.
3. The continuance of the health plan subsidy shall include coverage of any new dependent.

#### **ARTICLE 7.11 DENTAL INSURANCE**

A. Management will provide continuation of the dental subsidy for the spouse, domestic partner, and any minor dependents of any employee killed in the line of duty or who dies from a duty-related injury after July 1, 1985, while on active payroll status. This coverage shall cease for minor dependents when they reach the age of 18 years, or 25 years if unmarried and attending an accredited school on a full-time basis. However, coverage will continue for a disabled child of the employee if the child remains unmarried, was dependent on the employee for financial support, and was disabled prior to age 18.

B. Operative July 1, 2009, the City will expend a maximum of \$73 per month for employees enrolled in the League-sponsored Dental Service.

Operative July 1, 2009, the City will expend a maximum of \$70 per month for employees enrolled in any of the following dental plans:

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

Operative July 1, 2010, the City agrees to meet and confer regarding an increase in the dental subsidy if notified by the League of cost increases to the authorized dental plans listed above.

C. In the event the monthly Delta Dental one-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 League assumes all responsibility for any services which may arise out of the administration of plans it administers.
- J. The League 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 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 the 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.

**M. Dental Plan Subsidy - Family and Medical Leave Provisions**

Employees shall be eligible for a continued dental plan subsidy while on Family or Medical Leave, under the provisions of Article 7.7 of this MOU. However, for any unpaid portion of Family or Medical Leave, the dental subsidy shall be continued for a maximum of nine (9) pay periods. The continuation of the dental plan subsidy will be provided only under the following conditions:

1. The employee shall have been enrolled in a dental plan listed in Paragraph B prior to the beginning of the leave.
2. The City will not continue the subsidy if the employee is covered under a dental plan not listed in Paragraph B.
3. The continuance of the dental plan subsidy shall include coverage of any new dependent.

**ARTICLE 7.12 LIFE INSURANCE**

- A. During the term of this MOU, the City shall expend \$16 per month for employees covered in the Life Insurance Program. Enrollment shall be available to all employees in the Unit regardless of League 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. 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, at the time of the employee's 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 18th 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 plan in 24 biweekly increments annually. The City will remit to the League 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 30 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 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 assumes all responsibility for any services, which may arise out of the administration of the life insurance plan.
- J. The League 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 or its life insurance carrier to provide the coverage and services agreed to between the League and the carrier.
- K. The subsidy amount will be provided only to those employees enrolled in the League-sponsored life insurance plan.

#### **ARTICLE 7.13      INJURED ON DUTY PAY**

Disability claims shall be paid as provided for in Administrative Code Section 4.177. In accordance with *Andersen v. Workers Compensation Board* (2007) 149 Cal. App. 4<sup>th</sup> 1369, employees may elect to use their accrued sick leave, accrued vacation time, or accumulated CTO to supplement the Workers Compensation State Rate benefit described in Administrative Code Section 4.177 in order to receive up to the equivalent of their regular salary. In accordance with Workers Compensation law, employees who are temporarily

disabled and eligible for the State Rate benefit cannot use accrued leave or accumulated time off before, or instead of, receiving the State Rate benefit.

#### **ARTICLE 7.14      EMPLOYEE ASSISTANCE PROGRAM**

The League shall contract with a City-approved employee assistance service provider. Such provider shall employ qualified staff to provide family counseling services in the areas of: chemical dependency, alcohol, drug, 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 dependents of such domestic partner for purposes of this Article shall complete a confidential affidavit to be filed with 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. These reports shall provide the following information:

1.     The number of persons the program has assisted during the reporting period for each category of family counseling service.
2.     The category of individual receiving service (employee, spouse, dependent child, domestic partner, and/or dependents of domestic partner).
3.     The sex and age of persons served.
4.     The number of clients who are repeat users of the service.
5.     Treatment program complete data.

Operative July 1, 2009, or as soon thereafter as practical, the City shall reimburse the League its actual cost of the EAP provider, not to exceed the sum of \$717,000 annually, such reimbursement to be paid at the beginning of each quarter.

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 or the League'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 or League representatives for information as described above regarding quarterly reports, items #1-5;

(2) failure of the EAP provider to comply with the restrictions placed on its operations by this Agreement.

The League shall indemnify, defend and hold the City harmless against any and 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 7.15 DEATH BENEFIT**

Management will expend a sum not to exceed \$15,000 for funeral expenses only to the heirs of any police officer 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 7.16 DEPENDENT CARE REIMBURSEMENT ACCOUNT**

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

#### **ARTICLE 7.17 HEALTHCARE FLEXIBLE SPENDING ACCOUNT**

Employees are eligible to participate in a voluntary Healthcare Flexible Spending Account administered by the Personnel Department.

#### **ARTICLE 7.18 EDUCATION FUND**

Upon the date this MOU is approved, the City will provide the League with \$75,000 to be used exclusively for training and education for members of this Unit. Effective July 1, 2010, the City will provide the League with \$100,000 to be used exclusively for training and

education for members of this Unit. The funds are to be used for employment-related programs or degree programs to prepare employees for promotion. Expenditures of these funds will be at the sole discretion of the Board of Directors of the League, which will also be responsible for providing the City Administrative Officer with a record of all expenditures on a semi-annual basis.

## **SECTION 8.0            GRIEVANCES**

Management and the League have a mutual interest in resolving workplace issues appropriately, expeditiously and at the lowest level possible. In recognition of this mutual interest, the parties acknowledge that the grievance process is not a replacement for daily communication between the employee and the supervisor, nor is it inherently an adversarial process. Rather, it is a process to mutually resolve workplace issues to the maximum extent possible within the organization.

### **ARTICLE 8.1            DEFINITIONS**

- A.     A grievance is defined as a dispute concerning the interpretation or application of this written MOU or departmental rules and regulations governing personnel practices or working conditions.
- B.     A grievant is defined as any employee who is affected by a grievance, the grievant and representative, if any, or the League when the grievance affects a class or group of employees.

### **ARTICLE 8.2            MATTERS NOT GRIEVABLE OR ARBITRABLE**

- A.     Matters that are not subject to this grievance procedure, or to arbitration, include the following:
  - 1.     An impasse in meeting and conferring.
  - 2.     Transfers, assignments, promotions, promotional examinations, probationary terminations of entry-level or tenured employees, 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.     A determination of the appropriate salary step of probationary employees based on education and/or prior law enforcement experience.
  - 6.     Denial of the use of compensatory time off.

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 or by the Administrative Appeal Procedure, Section 9.0, depending on the penalty assessed.
2. Probationary terminations of entry-level employees involving a liberty interest and probationary terminations of tenured employees shall be through the Administrative Appeal Procedure, Section 9.0.
3. Transfer for the purposes of discipline, assignment and promotion appeals by the Administrative Appeal Procedure, Section 9.0.
4. Promotional examinations by appeal to the Civil Service Commission.
5. 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 Operations when it is appealed to the Chief of Police.
6. The appropriate salary step of probationary employees based on education and/or prior law enforcement experience may be appealed to the Commanding Officer, Personnel Group, whose decision shall be final. An appeal pursuant to this provision shall be filed on an Administrative Appeal, Form 1.84. It shall be filed with the Commanding Officer, Personnel Group.
7. Employee Comment Sheets (Comment Cards), Forms 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:** If the Employee Comment Sheet is subsequently attached to a Standards Based Assessment, the employee shall have the right to contest such use via the grievance procedure. However, the Employee Comment Sheet itself will not be invalidated, destroyed or otherwise removed from the employee's personnel package unless such treatment is specifically directed by an arbitrator through arbitration of the Standards Based Assessment.

C. Issues that may be related or lead to probationary employee terminations such as, but not limited to, performance evaluations and comment card entries, or where a final and binding decision would be counter to the authority of the Chief of Police in Section 1011 of the Los Angeles City Charter shall be limited in appeal to the



second level of review (Chief of Police Review) and shall not be appealed to the Police Commission or submitted to arbitration.

- D. 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 8.3            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 Paragraphs A.1. and A.2. of Article 8.4, when an employee is grieving a Standard Based Assessment completed by a supervisor from a previous entity or division of assignment, the informal discussion and first level of appeal shall be completed with the immediate supervisor and commanding officer in the division or entity where the Standard Based Assessment was completed. The Employee Relations Administrator shall approve any deviation from the provisions of this Paragraph.
- D. The grievant and the grievant's representative, if not a League Board member, 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 League.
- E. If a grievance representative must leave the representative's regular assignment to represent a grievant, the representative shall first obtain permission from the representative's supervisor. If permission cannot be granted promptly, the grievance representative will be informed when time can be made available.

- F. The time limits between steps of the grievance procedure may be extended by mutual agreement. If the last day of an appeal period falls on a weekend or City holiday, such period shall be extended to the next business day.
- G. Management shall notify the League of any formal grievance filed that involves the interpretation and/or application of the provisions of this MOU, and a designated member of the Board of Directors of the League 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 Employee Relations Administrator of such intention. The League is to be notified of the resolution of all other formal grievances.
- H. The parties agree that there is a need to hold confidential information obtained during the investigation of grievances, unfair employee relations practice claims, and similar employer-employee relations matters. The procedures in Section 8.0 of this MOU and the City's Employee Relations Ordinance provide a forum for employees to freely discuss issues of concern with management and thus enhance morale and efficiency in the work environment. With the exception of the need for some level of disclosure in order to conduct investigations, take corrective action, and report allegations of possible misconduct, Management will hold investigations of grievances and similar employer-employee matters contained in the files of the Los Angeles Police Department as confidential privileged official records as provided for in Evidence Code Section 1040.
- I. Whenever a grievant has a representative, the representative shall concurrently receive all notices the grievant receives at all formal levels of review.

#### **ARTICLE 8.4      PROCEDURE**

- A. The grievance procedure for employees covered by this MOU shall be as follows:
  - 1. **Step 1 - Informal Discussion**
    - a. The grievant shall discuss the grievance with the grievant's immediate supervisor on an informal basis in an effort to resolve the grievance and said grievance shall be considered waived if not so presented to the immediate supervisor within 20 calendar days following the day during which the event upon which the grievance is based occurred. Said 20 calendar days may be waived by mutual consent of the parties involved.
    - b. The immediate supervisor shall respond within 20 calendar days following meeting with the grievant. Failure of the immediate supervisor to respond within the time limit shall entitle the grievant to process the grievance at the next step.

**2. Step 2 - First Level of Review**

- a. If the grievance is not settled at Step 1, the grievant may serve written notice of the grievance on a form provided by the Department within 20 calendar days of receipt of the grievance response at Step 1. Failure of the grievant to serve written notice shall result in the loss of the right to process the grievance.
- b. If written notice is served, said person shall meet with the grievant, and a written decision and statement of the facts and issues shall be rendered to the grievant within 20 calendar days from the date of service. Failure of Management to respond within the time limit shall entitle the grievant to process the grievance at the next level of review.

**3. Step 3 - Second Level of Review (Chief of Police 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 Chief of Police, via the Employee Relations Administrator, within 20 calendar days following receipt of the Step 2 grievance response. Failure of the grievant to serve notice shall result in the loss of the right to process the grievance.
- b. If written notice is served, the Employee Relations Administrator, on behalf of the Chief of Police, shall meet with the grievant, and a written decision and statement of the facts and issues shall be rendered to the grievant within 20 calendar days from the date of service. Failure of Management to respond within the time limit shall entitle the grievant to process the grievance at the next level of review.

**4. Step 4 - Third Level of Review (Police Commission Review)**

- a. If the grievance is not settled at Step 3, the grievant may serve written notice of the grievance on said form upon the Police Commission or its designee(s), hereafter Police Commission, within 20 calendar days following receipt of the grievance response at Step 3. Failure of the grievant to serve notice shall result in the loss of the right to process the grievance.
- b. If written notice is served, the Police Commission shall notify the grievant in writing within 20 calendar days whether it wishes to hear the grievance. If a decision is reached to hear the grievance, the Police Commission will afford the grievant an opportunity to present oral and/or written arguments on the merits of the grievance and shall

render to the grievant, a written decision within 20 calendar days from the date the Police Commission notified the grievant in writing that it would hear the grievance. Failure of the Police Commission to respond in writing within the time limit shall entitle the grievant to process the grievance at the next level.

- c. If the Police Commission decides not to hear the grievance, or the League fails to timely request arbitration as provided in Step 5, the decision at Step 3, Chief of Police Review, will be the final departmental decision regarding the grievance.

## **5. Step 5 – Arbitration**

- a. If the Police Commission decides not to hear the grievance, or fails to serve written notice pursuant to Step 4 (b), or the written decision at Step 4 does not settle the grievance, the grievant and the League jointly may, within 20 calendar days of receiving a written response, or within 20 calendar days of the expiration of the 20-day period in Step 4 (b), serve upon the Police Commission a notice that a request for arbitration has been filed with the Employee Relations Board.
- b. The request for arbitration must be filed with the Employee Relations Board within 20 calendar days of the date the Police Commission served its response or decision on the grievant or, when no response at all is received from the Police Commission, within 20 calendar days of the expiration of the 20-day period in Step 4 (b). Failure of the League to timely request arbitration within the time herein shall result in the loss of the right to arbitrate the grievance.
- c. If written notice is served, the parties shall meet for the purpose of selecting an arbitrator from a list of seven arbitrators furnished by the Employee Relations Board, within seven calendar days following receipt of said list.
  - (1) Arbitration of a grievance 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 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 League 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 shall be binding upon the parties concerned.
- (4) The decision of an arbitrator resulting from any arbitration of grievances shall not add to, subtract from, or otherwise modify the terms and conditions of this MOU.
- (5) The burden of proof in an 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.
- (6) 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 the California Code of Civil Procedure, or appeal in writing to the Employee Relations Board within 30 days of issuance of the opinion and award. The party appealing the matter to the Employee Relations Board shall serve written notice of the appeal on the other party within five days. 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 60

days of the matter having been appealed to the Employee Relations Board.

- (7) 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 different arbitrator.
- (8) If the Employee Relations Board rules that the opinion and award was based on a preponderance of the 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 the California Code of Civil Procedure or any other provision.

#### **ARTICLE 8.5            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 exists and his decision will be final.
- B. If the Chief of Police determines that an emergency exists, the grievance will be reviewed at that level and a written decision or statement of facts and issues shall be rendered to the grievant within 20 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 upon the Police Commission within 20 calendar days following receipt of the grievance response. Failure of the grievant to serve notice shall result in the loss of the right to process the grievance. If notice is served, the Police Commission shall hear the grievance. The Police Commission 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 a written decision within 20 calendar days from the date of service. Failure of Management to respond within the time limit shall entitle the grievant to process the grievance at the next level.
- 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 timely request for arbitration as provided for in Step 5 of the Grievance Procedure.

**ARTICLE 8.6            PROCEDURES FOR GRIEVANCES AFFECTING A CLASS OR GROUP OF EMPLOYEES**

- A. If the League files a grievance affecting several employees:
  - 1. In one division or Area, the grievance shall first be processed through the division or Area commanding officer.
  - 2. In more than one division or Area, the grievance shall first be processed through the Employee Relations Administrator.
- B. If the Employee Relations Administrator believes that the grievance would more appropriately be processed by a division or Area commanding officer, the Employee Relations Administrator may transfer the grievance to that commanding officer and must immediately notify the League in writing of such transfer. The transfer shall not extend the time periods for processing the grievance.
- C. The parties agree to mutually cooperate to ascertain the members of the class or group of employees affected by the grievance when appropriate under the circumstances.
- D. The grievance procedure for a grievance affecting a class or group of employees covered by this MOU shall be as follows:
  - 1. **Step 1. Presentation of the Grievance**
    - a. The League shall serve written notice of the grievance on a form provided by the Department upon the commanding officer or Employee Relations Administrator within 20 calendar days of which discovery of the grievance should reasonably have occurred. Said 20 days may be waived by mutual consent of the parties. The grievance shall be considered waived if not filed within 20 days.
    - b. The commanding officer or Employee Relations Administrator shall meet with the League representative in an effort to resolve the grievance and shall respond to the League with a written decision within 20 calendar days from the date of service. Said 20 days may be waived by mutual consent of the parties. Failure of Management to respond within the time limit shall entitle the League to process the grievance at the next level of review.
    - c. If the grievance is accepted by the Employee Relations Administrator at Step 1, that review shall serve as the Chief of Police review for Step 2.

**2. Step 2. Chief of Police Review**

- a. If the grievance is not settled by the commanding officer at Step 1, the League may serve written notice of the grievance on said form upon the Employee Relations Administrator, within 20 calendar days following receipt of the Step 1 grievance response. Failure of the League to serve notice shall result in the loss of the right to process the grievance.
- b. If written notice is served, the Employee Relations Administrator shall meet with the League representative, and a written decision and statement of the facts and issues shall be rendered to the League representative within 20 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 the time limit shall entitle the League to process the grievance at the next level of review.

**3. Step 3. Police Commission Review**

- a. If the grievance is not settled, the League may serve written notice of the grievance on said form upon the Police Commission within 20 calendar days following receipt of the grievance response. Said 20 days may be waived by mutual consent of the parties. Failure of the League to serve notice shall result in the loss of the right to process the grievance.
- b. If written notice is served, the Police Commission shall decide and notify the grievant in writing within 20 calendar days whether it wishes to hear the grievance. If a decision is reached to hear the grievance, the Police Commission will afford the grievant an opportunity to present oral and/or written arguments on the merits of the grievance and shall render to the grievant a written decision within 20 calendar days from the date the Police Commission notified the grievant in writing that it would hear the grievance. Failure of the Police Commission to respond within the 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, or the written decision at the Chief of Police Review does not settle the grievance, the League may request arbitration in Article 8.4, Step 5.

**ARTICLE 8.7 EXPEDITED ARBITRATION PROCEDURE**

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



1. The selection of the arbitrator shall be conditioned upon the arbitrator's ability to submit a written ruling to the parties within 48 hours.
2. An expedited arbitration shall not be officially transcribed unless it is requested by Management or the League. In the event of such a request, the party requesting the transcript shall pay the cost.

## **SECTION 9.0 ADMINISTRATIVE APPEALS**

The parties agree that the procedures in Section 9.0 may be modified during the term of this MOU if there is mutual agreement on the modifications. This section is not applicable for matters involving reassignment of a sworn employee from an advanced paygrade position, deselection from a bonus position, or denial of promotion on grounds other than merit. Such matters shall be conducted in conformance with rules and procedures adopted by the Department.

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

## **ARTICLE 9.1 MATTERS SUBJECT TO AN ADMINISTRATIVE APPEAL**

### **A. General Dispute**

A general dispute may arise from the following:

1. Any action by the Department following a selection process for a civil service classification (This does not include a dispute involving an action by the Board of Civil Service Commissioners, the Personnel Department, or a civil service interview board, even if that action was taken by a Department employee); or,
2. A Department-initiated transfer for purposes of punishment.

**Note:** The League and its members reserve the right to challenge a dispute concerning a transfer on constitutional or other legal grounds.

**B. Discipline of 22 Days or Less Involving Tenured Employees**

Includes the following:

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

**C. Termination of Entry-Level Probationary Employees for Misconduct Involving a Liberty Interest**

Misconduct involves a liberty interest when the misconduct results in charges of dishonesty or involves moral turpitude that could:

1. Stigmatize the employee’s reputation; and,
2. Seriously impair the employee’s opportunity to earn a living, or seriously damage the employee’s standing or association in the community; and,
3. The employee asserts the allegations are false.

**Note:** This only applies to entry-level probationary termination and not to termination on probation from a promotional position.

**ARTICLE 9.2 NOTIFICATION OF EMPLOYEE; REQUEST FOR HEARING**

If an employee decides to administratively appeal a matter specified in Article 9.1, the employee shall, within the below specified time period, notify the Department that the employee requests an administrative appeal hearing. If the last day of the appeal period falls on a weekend or City holiday, such period shall be extended to the next business day. If the employee fails to request a hearing within the prescribed time, the decision of the Chief of Police shall be binding. Requests for an administrative appeal hearing shall be filed as specified below.

**A. General Dispute**

A request to appeal a matter falling within the definition of a general dispute, as defined in Article 9.1.A., shall be filed within 20 calendar days after the date the employee was notified, or the effective date of the appealable action, whichever is later. The request shall be filed on an Administrative Appeal, Form 1.84, with the Employee Relations Administrator.

**B. Discipline of 22 Days or Less Involving Tenured Employees**

A request to appeal a disciplinary matter involving a tenured employee, as defined in Article 9.1.B., shall be filed within 20 calendar days after the employee was served with a penalty not subject to a hearing before a Board of Rights (paper penalty); or a Complaint and Relief From Duty, Suspension or Demotion, Form 1.61, for a one-to-22-day suspension. The request shall be filed on an Administrative Appeal, Form 1.84, with the Advocate Section, Internal Affairs Administrative Division.

**Note:** A sworn tenured employee may elect to appeal a one-to-22-day suspension to either a Board of Rights or an administrative appeal subject to the provisions of each procedure. The election of either procedure shall constitute a binding election of the appeal procedure chosen and an absolute waiver of the alternate appeal procedure.

**C. Termination of Entry-Level Probationary Employees for Misconduct Involving a Liberty Interest**

A request to appeal the termination of a probationary employee for a matter involving a liberty interest, as defined in Article 9.1.C., shall be filed within 20 calendar days after the employee was served with the decision of the Chief of Police on a Notice of Termination or Suspension of Sworn Probationary Employee, Form 1.61.1. The request shall be filed on an Administrative Appeal, Form 1.84, with the Advocate Section, Internal Affairs Administrative Division.

**ARTICLE 9.3 PURPOSE OF ADMINISTRATIVE APPEAL HEARINGS**

The purpose of an administrative appeal hearing is based on the type of administrative appeal requested. The employee shall have the right to appear in-person at the hearing and present information specifically related to the purpose of such hearing as stated below.

**A. General Dispute**

The purpose of an administrative appeal hearing for a general dispute relating to a selection process for a civil service classification or Department-initiated transfer is to provide the employee an opportunity to appeal the Department's action. The Department bears no burden of proof in this hearing. Evidence is not required but may be provided by the Department. The Department may present a case at its

discretion. Should the Department elect to present a case, notice of this decision must be given to the appellant and/or his or her representative/attorney no later than two business days prior to the date of the hearing. The hearing officer may request specific information from the Department, but may not compel the Department to present a case. Notwithstanding a decision by the Department to present a case, it bears no burden of proof in the administrative appeal hearing.

**B. Discipline of 22 Days or Less Involving Sworn Employees**

1. For an administrative appeal of discipline that is not subject to a hearing before a Board of Rights (paper penalty) involving sworn tenured employees, the Department shall bear the burden of proof to establish by a preponderance of evidence that the Department's action should remain.
2. The purpose of an administrative appeal hearing for discipline of a one-to-22-day suspension involving sworn tenured employees is to provide the employee an opportunity to challenge the degree of the penalty, with the understanding that the original penalty can not be increased.

**C. Termination of Entry-Level Probationary Employees for Misconduct Involving a Liberty Interest**

The purpose of an administrative appeal hearing for the termination of a sworn entry-level probationary employee based on charges of misconduct involving a liberty interest is to provide the employee an opportunity to refute the charge, clear the employee's name, and establish a formal record of the circumstances surrounding the employee's termination. The Department bears no burden of proof in this hearing. Evidence is not required but may be provided by the Department. The Department may present a case at its discretion. Should the Department elect to present a case, notice of this decision must be given to the appellant and/or his or her representative/attorney no later than two business days prior to the date of the hearing. The hearing officer may request specific information from the Department, but may not compel the Department to present a case. Notwithstanding a decision by the Department to present a case, it bears no burden of proof in the administrative appeal hearing.

**ARTICLE 9.4 SELECTION OF HEARING OFFICER; RESPONSIBILITIES**

The hearing officer shall be a member of the Department of the rank of captain or commander. The selection of the hearing officer shall be completed within five business days of the date the employee requests a hearing. The selection of the hearing officer shall be done at the location where the appeal was filed.

In selecting a hearing officer, the employee shall draw three names of eligible members. The Department representative and the employee shall each strike one of the three names

selected. The Department representative shall strike the first name and the employee shall strike the second name. The remaining member shall serve as the hearing officer.

Those ineligible to serve as hearing officers are the following:

- captains or commanders who are or were in the employee's chain-of-command from the time of the incident through the date the hearing begins;
- those who are prejudiced through actual contact with the matter;
- those disqualified by reason of being a material witness to the matter;
- those with a conflict of interests;
- the Employee Relations Administrator; and
- those who are exempt from Boards of Rights as outlined in the Board of Rights Manual.

Disputes regarding the exclusion of a hearing officer for any of the above reasons that can not be resolved by the commanding officer of the entity responsible for the appeal hearing may be submitted to the Chief of Support Services for general disputes, or the Chief of Professional Standards Bureau for discipline, whose decision shall be final.

The hearing officer shall convene the hearing in no less than 15 days nor more than 30 days from the date of his or her selection. The hearing officer may continue the proceedings, once commenced, for periods up to 21 days. If the hearing officer, due to illness or prescheduled vacation, is unable to begin the hearing within 30 days, the employee appealing may either select another hearing officer by starting the selection process anew or may waive the 30-day period to allow the hearing officer to return. If the employee opts to waive the 30-day period, the hearing officer, upon return from illness or vacation, shall commence the hearing within 30 days.

The hearing officer may examine witnesses testifying for the Department or employee, if any are presented. However, the hearing officer shall not consider issues or matters that were not originally stated at the time the administrative appeal was filed or matters that are beyond the scope of the administrative appeal hearing purpose. The formal rules of evidence do not apply, although the hearing officer shall have discretion to exclude evidence that is irrelevant or the presentation of which will otherwise consume undue time. For disciplinary matters that are not subject to a hearing before a Board of Rights (paper penalty), or when the employee has not previously admitted guilt for penalties of one-to five-days, the hearing officer shall read the charge(s) to the employee and elicit a "guilty" or "not guilty" response from the employee to each charge.

## **ARTICLE 9.5      DISCOVERY; SUBPOENAS; WITNESSES; RECORD OF HEARING**

- A.     **Discovery.** Discovery shall consist of copies of all reports and materials used to substantiate the decision as to the matter being appealed. Discovery material shall be provided as soon as practicable after selection of a hearing officer, but no later than 14 days prior to the date the hearing commences.

- B. **Subpoenas.** Subpoenas shall be issued pursuant to the authority provided by the Los Angeles City Charter. Subpoenas may be quashed by written motion to the hearing officer, who will decide the issue.
- C. **Witnesses.** The Department and the employee have the right to call and cross-examine witnesses, whose testimony shall be given under oath. A complete list of witnesses to be called shall be delivered to the other party no later than seven days before the hearing, except rebuttal witnesses. Department employees called as witnesses shall be served with a Notice of Hearing, and witnesses other than Department employees shall be served by subpoena. The Department representative shall be responsible for obtaining all subpoenas. Each party is responsible to serve their own subpoenas.
- D. **Record of Hearings**  
All testimony shall be given under oath. The Department shall audio tape-record the hearing. The Department will provide the employee a free copy of the audiotape. The employee may also record the hearing with his or her own audio recording device if desired.

## **ARTICLE 9.6 FINDINGS AND RECOMMENDATIONS OF HEARING OFFICER**

At the conclusion of the hearing, after reviewing all information presented, the hearing officer shall prepare a report recommending that: (1) the charge(s) be sustained or not sustained (paper penalty); (2) the penalty remain the same or be reduced; or (3) the appeal be denied or granted. The hearing officer shall articulate in the report the basis for the findings. The hearing officer shall also complete the decision portion of a Decision of the Hearing Officer Administrative Appeal Hearing and Order of the Chief of Police, Form 1.73.1, and forward this with the hearing officer's report to the Chief of Police within 30 days of the conclusion of the hearing.

## **ARTICLE 9.7 FINAL DETERMINATION**

The Chief of Police shall make a final decision in the matter within 60 days of receiving the Form 1.73.1 and the hearing officer's report, and shall complete the Order of the Chief of Police portion of Form 1.73.1. The Chief of Police may adopt or reject, in whole or in part, the proposed findings of the hearing officer, as appropriate under the circumstances. The decision of the Chief of Police shall be final. The Form 1.73.1 and the hearing officer's report shall be returned to the Employee Relations Administrator, who shall cause it to be served on the employee and distributed within 10 days.

## **SECTION 10.0 REPRESENTATION**

### **ARTICLE 10.1 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, categorical use of force investigation, 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 from the rank of lieutenant or below, or legal counsel (at the employee's expense), or both.

All references to "on-duty representation" in Section 10.0 of this MOU shall refer to those representatives who are currently Department employees, excluding Directors of the League and any employee who represents him or herself. There is no provision for the use of on-duty time or overtime for an accused employee or grievant to prepare a defense or grievance initiation or appeal.

#### **ARTICLE 10.2 PERSONNEL COMPLAINT INTERVIEW REPRESENTATIVE**

Employees have the right to representation during an interview pursuant to a personnel complaint investigation or a "special" 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.

Representation shall be on an on-duty basis. When on-duty representation is impractical, the Department may use an adjusted work schedule. Such representation shall not be done on an overtime basis unless no other alternative is available and such overtime is approved by a supervisor.

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

On-duty personnel selected as a representative shall obtain the approval of a supervisor

before leaving their assigned duties. Permission shall not be denied unless deployment would be seriously affected or vitally important duties neglected. If this causes a delay for the employee in retaining the representative of the employee's choice, the interview will be rescheduled.

### **ARTICLE 10.3 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 personnel 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 regular duties of a Skelly representative prevent him from assisting an accused officer in preparing his 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 30 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.

A Skelly or Employee Investigation Review representative shall be on-duty or use an adjusted work schedule. Such representation shall not be done on an overtime basis, unless no other alternative is available.

**Note:** Should a Skelly or Employee Investigation Review representative undertake an investigation, it is not with the Department's sanction and shall not be on City time nor with City equipment.

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



**ARTICLE 10.4 ADMINISTRATIVE APPEAL REPRESENTATIVE**

When an employee requests an administrative appeal hearing pursuant to Section 9.0, the employee has a right to an administrative appeal representative.

- A. An employee may not serve as an administrative appeal representative until selected by the accused employee following service of a notice as specified in Section 9.0.
- B. The administrative appeal representative shall be on an on-duty basis while investigating the case and representing the employee. Overtime may only be worked with prior approval of the Officer-in-Charge of the representative. Such overtime approval shall not be unreasonably withheld.

**ARTICLE 10.5 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 duties of the representative include:

- A. To identify issues, facts, and appropriate procedures 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.

When on-duty representation is impracticable, the representative shall use an adjusted work schedule. Such representation shall not be done on an overtime basis unless no other alternative is available.

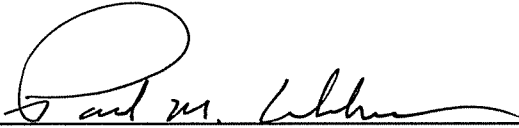
**ARTICLE 10.6 CONDUCT OF ALL REPRESENTATIVES; DEPARTMENT SUPPORT**

- A. A representative shall use every legal means available and exercise the best efforts to represent the employee.
- B. Employees who are representatives may use Department facilities and resources to the extent reasonably necessary in assisting in the Skelly or appeal of the employee. This shall include reasonable logistical support for the Skelly or administrative appeal investigation. The Department is under no obligation to provide logistical support for an employee who represents him or her self as all preparation must be done on an off-duty basis.

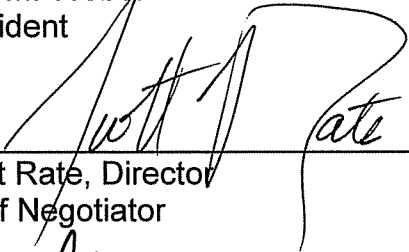
- C. Representatives in conducting investigations and interviews shall identify themselves as such representatives.
- D. All Department employees have an obligation to cooperate with other Department employees who are representatives for the employee or the Department and to answer their questions responsively.

**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 Protective League Representatives:**



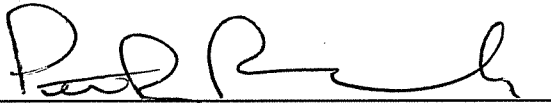
Paul M. Weber  
President



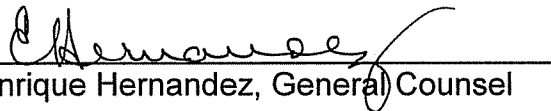
Scott Rate, Director  
Chief Negotiator



Brian Johnson, Director

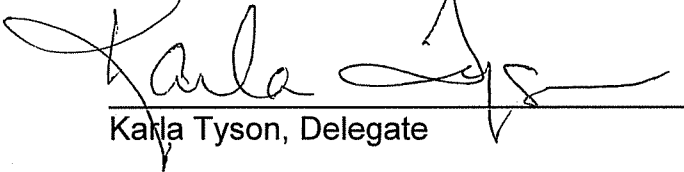


Peter Repovich, Director

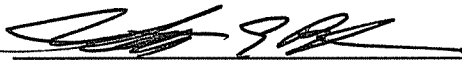


Enrique Hernandez, General Counsel

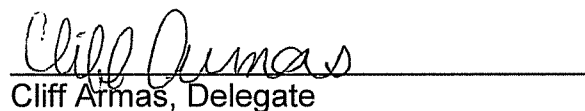
Julian Melendez, Delegate



Karla Tyson, Delegate



Scott Blackman, Delegate



Cliff Armas, Delegate

**City of Los Angeles Management Representatives:**

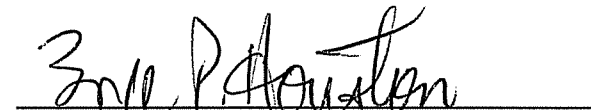


Miguel A. Santana  
City Administrative Officer

Chief of Police

John W. Mack  
President, Police Commission

**Approved as to form:**



Carmen Trutanich  
City Attorney

10-30-09

Date

**POLICE OFFICERS UNIT  
APPENDIX A-1  
OPERATIVE JULY 1, 2009**

<u>Code</u>	<u>Class and Pay Grade</u>	<u>Schedule</u>
2214-1	Police Officer I	1
2217	Police Specialist *	1-2
2214-2	Police Officer II	2
2214-3	Police Officer III	3
2223-1	Police Detective I	5
2223-2	Police Detective II	6
2223-3	Police Detective III	8
2227-1	Police Sergeant I	6
2227-2	Police Sergeant II	7
2232-1	Police Lieutenant I	9
2232-2	Police Lieutenant II	10

**Biweekly/Monthly Longevity Compensation for Police Officers:**

<u>Years of Service Completed</u>	<u>Biweekly</u>	<u>Monthly</u>
10 years and less than 15 years	\$84.00	\$182.70
15 years and less than 20 years	\$168.80	\$367.14
20 years of service and over	\$252.80	\$549.84

**Salary Tables:**

- Appendix A-2 Regular Pay
- Appendix A-3 Regular Pay plus POST Bonuses and Incentives.

\* Police Specialist (Schedule 1-2) The regular pay for this class is a salary range from PO-I to the top step of PO-II and is dependent upon the member's education and experience. Individuals in this class may receive any POST bonus and/or Uniform Field Officers Incentive if so qualified.

**REGULAR PAY  
APPENDIX A-2  
OPERATIVE JULY 1, 2009**

			1	2	3	4	5	6	7
CLASS SCHEDULE	PO-I 1	HR	27.07	28.16	29.26	30.90	32.59	34.42	36.34
		BW	2165.60	2252.80	2340.80	2472.00	2607.20	2753.60	2907.20
		MO	4710.18	4899.84	5091.24	5376.60	5670.66	5989.08	6323.16
		YR	56522.16	58798.08	61094.88	64519.20	68047.92	71868.96	75877.92
	PO-II 2	HR		29.26	30.90	32.59	34.42	36.34	38.35
		BW		2340.80	2472.00	2607.20	2753.60	2907.20	3068.00
		MO		5091.24	5376.60	5670.66	5989.08	6323.16	6672.90
		YR		61094.88	64519.20	68047.92	71868.96	75877.92	80074.80
	PO-III 3	HR		30.90	32.59	34.42	36.34	38.35	40.55
		BW		2472.00	2607.20	2753.60	2907.20	3068.00	3244.00
		MO		5376.60	5670.66	5989.08	6323.16	6672.90	7055.70
		YR		64519.20	68047.92	71868.96	75877.92	80074.80	84668.40
	4	HR				36.34	38.35	40.55	42.78
		BW				2907.20	3068.00	3244.00	3422.40
		MO				6323.16	6672.90	7055.70	7443.72
		YR				75877.92	80074.80	84668.40	89324.64
	DET-I 5	HR				38.35	40.55	42.78	45.15
		BW				3068.00	3244.00	3422.40	3612.00
		MO				6672.90	7055.70	7443.72	7856.10
		YR				80074.80	84668.40	89324.64	94273.20
	DET-II SGT-I 6	HR					42.78	45.15	47.68
		BW					3422.40	3612.00	3814.40
		MO					7443.72	7856.10	8296.32
		YR					89324.64	94273.20	99555.84
	SGT-II 7	HR					45.15	47.68	50.34
		BW					3612.00	3814.40	4027.20
		MO					7856.10	8296.32	8759.16
		YR					94273.20	99555.84	105109.92
	DET-III 8	HR					47.68	50.34	53.14
		BW					3814.40	4027.20	4251.20
		MO					8296.32	8759.16	9246.36
		YR					99555.84	105109.92	110956.32
	LT-I 9	HR					50.34	53.14	56.09
		BW					4027.20	4251.20	4487.20
		MO					8759.16	9246.36	9759.66
		YR					105109.92	110956.32	117115.92
	LT-II 10	HR					53.14	56.09	59.20
		BW					4251.20	4487.20	4736.00
		MO					9246.36	9759.66	10300.80
		YR					110956.32	117115.92	123609.60
	11	HR					56.09	59.20	62.47
		BW					4487.20	4736.00	4997.60
		MO					9759.66	10300.80	10869.78
		YR					117115.92	123609.60	130437.36
	12	HR					59.20	62.47	65.95
		BW					4736.00	4997.60	5276.00
		MO					10300.80	10869.78	11475.30
		YR					123609.60	130437.36	137703.60

**REGULAR PAY PLUS ALL POSTS  
PLUS INCENTIVES  
APPENDIX A-3 OPERATIVE JULY 1, 2009**

			1	2	3	4	5	6	7		
CLASS SCHEDULE	PO-I 1	Regular Pay	HR	27.07	28.16	29.26	30.90	32.59	34.42	36.34	
			BW	2165.60	2252.80	2340.80	2472.00	2607.20	2753.60	2907.20	
			MO	4710.18	4899.84	5091.24	5376.60	5670.66	5989.08	6323.16	
			YR	56522.16	58798.08	61094.88	64519.20	68047.92	71868.96	75877.92	
	1	POST Basic	HR	0.81	0.84	0.88	0.93	0.98	1.03	1.09	
			BW	64.80	67.20	70.40	74.40	78.40	82.40	87.20	
			MO	140.94	146.16	153.12	161.82	170.52	179.22	189.66	
			YR	1691.28	1753.92	1837.44	1941.84	2046.24	2150.64	2275.92	
	PO-II 2	Regular Pay	HR		29.26	30.90	32.59	34.42	36.34	38.35	
			BW		2340.80	2472.00	2607.20	2753.60	2907.20	3068.00	
			MO		5091.24	5376.60	5670.66	5989.08	6323.16	6672.90	
			YR		61094.88	64519.20	68047.92	71868.96	75877.92	80074.80	
		2	POST Basic	HR		0.88	0.93	0.98	1.03	1.09	1.15
				BW		70.40	74.40	78.40	82.40	87.20	92.00
				MO		153.12	161.82	170.52	179.22	189.66	200.10
				YR		1837.44	1941.84	2046.24	2150.64	2275.92	2401.20
2		POST Intermediate	HR		0.29	0.31	0.33	0.34	0.36	0.38	
			BW		23.20	24.80	26.40	27.20	28.80	30.40	
			MO		50.46	53.94	57.42	59.16	62.64	66.12	
			YR		605.52	647.28	689.04	709.92	751.68	793.44	
2		POST Advanced	HR		0.59	0.62	0.65	0.69	0.73	0.77	
			BW		47.20	49.60	52.00	55.20	58.40	61.60	
			MO		102.66	107.88	113.10	120.06	127.02	133.98	
			YR		1231.92	1294.56	1357.20	1440.72	1524.24	1607.76	
2	Uniform Incentive	HR		0.88	0.93	0.98	1.03	1.09	1.15		
		BW		70.40	74.40	78.40	82.40	87.20	92.00		
		MO		153.12	161.82	170.52	179.22	189.66	200.10		
		YR		1837.44	1941.84	2046.24	2150.64	2275.92	2401.20		

**REGULAR PAY PLUS ALL POSTS  
PLUS INCENTIVES  
APPENDIX A-3 OPERATIVE JULY 1, 2009**

			1	2	3	4	5	6	7
PO-III 3	Regular Pay	HR		30.90	32.59	34.42	36.34	38.35	40.55
		BW		2472.00	2607.20	2753.60	2907.20	3068.00	3244.00
		MO		5376.60	5670.66	5989.08	6323.16	6672.90	7055.70
		YR		64519.20	68047.92	71868.96	75877.92	80074.80	84668.40
3	POST Basic	HR		0.93	0.98	1.03	1.09	1.15	1.22
		BW		74.40	78.40	82.40	87.20	92.00	97.60
		MO		161.82	170.52	179.22	189.66	200.10	212.28
		YR		1941.84	2046.24	2150.64	2275.92	2401.20	2547.36
3	POST Intermediate	HR		0.31	0.33	0.34	0.36	0.38	0.41
		BW		24.80	26.40	27.20	28.80	30.40	32.80
		MO		53.94	57.42	59.16	62.64	66.12	71.34
		YR		647.28	689.04	709.92	751.68	793.44	856.08
3	POST Advanced	HR		0.62	0.65	0.69	0.73	0.77	0.81
		BW		49.60	52.00	55.20	58.40	61.60	64.80
		MO		107.88	113.10	120.06	127.02	133.98	140.94
		YR		1294.56	1357.20	1440.72	1524.24	1607.76	1691.28
3	Uniform Incentive	HR		0.93	0.98	1.03	1.09	1.15	1.22
		BW		74.40	78.40	82.40	87.20	92.00	97.60
		MO		161.82	170.52	179.22	189.66	200.10	212.28
		YR		1941.84	2046.24	2150.64	2275.92	2401.20	2547.36
4	Regular Pay	HR				36.34	38.35	40.55	42.78
		BW				2907.20	3068.00	3244.00	3422.40
		MO				6323.16	6672.90	7055.70	7443.72
		YR				75877.92	80074.80	84668.40	89324.64
4	POST Basic	HR				1.09	1.15	1.22	1.28
		BW				87.20	92.00	97.60	102.40
		MO				189.66	200.10	212.28	222.72
		YR				2275.92	2401.20	2547.36	2672.64
4	POST Intermediate	HR				0.36	0.38	0.41	0.43
		BW				28.80	30.40	32.80	34.40
		MO				62.64	66.12	71.34	74.82
		YR				751.68	793.44	856.08	897.84
4	POST Advanced	HR				0.73	0.77	0.81	0.86
		BW				58.40	61.60	64.80	68.80
		MO				127.02	133.98	140.94	149.64
		YR				1524.24	1607.76	1691.28	1795.68
4	Uniform Incentive	HR				1.09	1.15	1.22	1.28
		BW				87.20	92.00	97.60	102.40
		MO				189.66	200.10	212.28	222.72
		YR				2275.92	2401.20	2547.36	2672.64

**REGULAR PAY PLUS ALL POSTS  
PLUS INCENTIVES  
APPENDIX A-3 OPERATIVE JULY 1, 2009**

			1	2	3	4	5	6	7
DET-I 5	Regular Pay	HR				38.35	40.55	42.78	45.15
		BW				3068.00	3244.00	3422.40	3612.00
		MO				6672.90	7055.70	7443.72	7856.10
		YR				80074.80	84668.40	89324.64	94273.20
5	POST Basic	HR				1.15	1.22	1.28	1.35
		BW				92.00	97.60	102.40	108.00
		MO				200.10	212.28	222.72	234.90
		YR				2401.20	2547.36	2672.64	2818.80
5	POST Intermediate	HR				0.38	0.41	0.43	0.45
		BW				30.40	32.80	34.40	36.00
		MO				66.12	71.34	74.82	78.30
		YR				793.44	856.08	897.84	939.60
5	POST Advanced	HR				0.77	0.81	0.86	0.90
		BW				61.60	64.80	68.80	72.00
		MO				133.98	140.94	149.64	156.60
		YR				1607.76	1691.28	1795.68	1879.20
5	Uniform Incentive	HR				1.15	1.22	1.28	1.35
		BW				92.00	97.60	102.40	108.00
		MO				200.10	212.28	222.72	234.90
		YR				2401.20	2547.36	2672.64	2818.80
5	Detective Incentive	HR				0.38	0.41	0.43	0.45
		BW				30.40	32.80	34.40	36.00
		MO				66.12	71.34	74.82	78.30
		YR				793.44	856.08	897.84	939.60
DET-II SGT-I 6	Regular Pay	HR					42.78	45.15	47.68
		BW					3422.40	3612.00	3814.40
		MO					7443.72	7856.10	8296.32
		YR					89324.64	94273.20	99555.84
6	POST Basic	HR					1.28	1.35	1.43
		BW					102.40	108.00	114.40
		MO					222.72	234.90	248.82
		YR					2672.64	2818.80	2985.84
6	POST Intermediate	HR					0.43	0.45	0.48
		BW					34.40	36.00	38.40
		MO					74.82	78.30	83.52
		YR					897.84	939.60	1002.24
6	POST Advanced	HR					0.86	0.90	0.95
		BW					68.80	72.00	76.00
		MO					149.64	156.60	165.30
		YR					1795.68	1879.20	1983.60
6	Uniform Incentive	HR					1.28	1.35	1.43
		BW					102.40	108.00	114.40
		MO					222.72	234.90	248.82
		YR					2672.64	2818.80	2985.84
6	Detective Incentive	HR					0.43	0.45	0.48
		BW					34.40	36.00	38.40
		MO					74.82	78.30	83.52
		YR					897.84	939.60	1002.24



**REGULAR PAY PLUS ALL POSTS  
PLUS INCENTIVES  
APPENDIX A-3 OPERATIVE JULY 1, 2009**

			1	2	3	4	5	6	7
SGT-II 7	Regular Pay	HR					45.15	47.68	50.34
		BW					3612.00	3814.40	4027.20
		MO					7856.10	8296.32	8759.16
		YR					94273.20	99555.84	105109.92
7	POST Basic	HR					1.35	1.43	1.51
		BW					108.00	114.40	120.80
		MO					234.90	248.82	262.74
		YR					2818.80	2985.84	3152.88
7	POST Intermediate	HR					0.45	0.48	0.50
		BW					36.00	38.40	40.00
		MO					78.30	83.52	87.00
		YR					939.60	1002.24	1044.00
7	POST Advanced	HR					0.90	0.95	1.01
		BW					72.00	76.00	80.80
		MO					156.60	165.30	175.74
		YR					1879.20	1983.60	2108.88
7	Uniform Incentive	HR					1.35	1.43	1.51
		BW					108.00	114.40	120.80
		MO					234.90	248.82	262.74
		YR					2818.80	2985.84	3152.88
DET-III 8	Regular Pay	HR					47.68	50.34	53.14
		BW					3814.40	4027.20	4251.20
		MO					8296.32	8759.16	9246.36
		YR					99555.84	105109.92	110956.32
8	POST Basic	HR					1.43	1.51	1.59
		BW					114.40	120.80	127.20
		MO					248.82	262.74	276.66
		YR					2985.84	3152.88	3319.92
8	POST Intermediate	HR					0.48	0.50	0.53
		BW					38.40	40.00	42.40
		MO					83.52	87.00	92.22
		YR					1002.24	1044.00	1106.64
8	POST Advanced	HR					0.95	1.01	1.06
		BW					76.00	80.80	84.80
		MO					165.30	175.74	184.44
		YR					1983.60	2108.88	2213.28
8	Uniform Incentive	HR					1.43	1.51	1.59
		BW					114.40	120.80	127.20
		MO					248.82	262.74	276.66
		YR					2985.84	3152.88	3319.92
8	Detective Incentive	HR					0.48	0.50	0.53
		BW					38.40	40.00	42.40
		MO					83.52	87.00	92.22
		YR					1002.24	1044.00	1106.64

**REGULAR PAY PLUS ALL POSTS  
PLUS INCENTIVES  
APPENDIX A-3 OPERATIVE JULY 1, 2009**

			1	2	3	4	5	6	7
LT-I 9	Regular Pay	HR					50.34	53.14	56.09
		BW					4027.20	4251.20	4487.20
		MO					8759.16	9246.36	9759.66
		YR					105109.92	110956.32	117115.92
9	POST Basic	HR					1.51	1.59	1.68
		BW					120.80	127.20	134.40
		MO					262.74	276.66	292.32
		YR					3152.88	3319.92	3507.84
9	POST Intermediate	HR					0.50	0.53	0.56
		BW					40.00	42.40	44.80
		MO					87.00	92.22	97.44
		YR					1044.00	1106.64	1169.28
9	POST Advanced	HR					1.01	1.06	1.12
		BW					80.80	84.80	89.60
		MO					175.74	184.44	194.88
		YR					2108.88	2213.28	2338.56
9	Uniform Incentive	HR					1.51	1.59	1.68
		BW					120.80	127.20	134.40
		MO					262.74	276.66	292.32
		YR					3152.88	3319.92	3507.84
LT-II 10	Regular Pay	HR					53.14	56.09	59.20
		BW					4251.20	4487.20	4736.00
		MO					9246.36	9759.66	10300.80
		YR					110956.32	117115.92	123609.60
10	POST Basic	HR					1.59	1.68	1.78
		BW					127.20	134.40	142.40
		MO					276.66	292.32	309.72
		YR					3319.92	3507.84	3716.64
10	POST Intermediate	HR					0.53	0.56	0.59
		BW					42.40	44.80	47.20
		MO					92.22	97.44	102.66
		YR					1106.64	1169.28	1231.92
10	POST Advanced	HR					1.06	1.12	1.18
		BW					84.80	89.60	94.40
		MO					184.44	194.88	205.32
		YR					2213.28	2338.56	2463.84
10	Uniform Incentive	HR					1.59	1.68	1.78
		BW					127.20	134.40	142.40
		MO					276.66	292.32	309.72
		YR					3319.92	3507.84	3716.64

**REGULAR PAY PLUS ALL POSTS  
PLUS INCENTIVES  
APPENDIX A-3 OPERATIVE JULY 1, 2009**

			1	2	3	4	5	6	7
11	Regular Pay	HR					56.09	59.20	62.47
		BW					4487.20	4736.00	4997.60
		MO					9759.66	10300.80	10869.78
		YR					117115.92	123609.60	130437.36
11	POST Basic	HR					1.68	1.78	1.87
		BW					134.40	142.40	149.60
		MO					292.32	309.72	325.38
		YR					3507.84	3716.64	3904.56
11	POST Intermediate	HR					0.56	0.59	0.62
		BW					44.80	47.20	49.60
		MO					97.44	102.66	107.88
		YR					1169.28	1231.92	1294.56
11	POST Advanced	HR					1.12	1.18	1.25
		BW					89.60	94.40	100.00
		MO					194.88	205.32	217.50
		YR					2338.56	2463.84	2610.00
11	Uniform Incentive	HR					1.68	1.78	1.87
		BW					134.40	142.40	149.60
		MO					292.32	309.72	325.38
		YR					3507.84	3716.64	3904.56
12	Regular Pay	HR					59.20	62.47	65.95
		BW					4736.00	4997.60	5276.00
		MO					10300.80	10869.78	11475.30
		YR					123609.60	130437.36	137703.60
12	POST Basic	HR					1.78	1.87	1.98
		BW					142.40	149.60	158.40
		MO					309.72	325.38	344.52
		YR					3716.64	3904.56	4134.24
12	POST Intermediate	HR					0.59	0.62	0.66
		BW					47.20	49.60	52.80
		MO					102.66	107.88	114.84
		YR					1231.92	1294.56	1378.08
12	POST Advanced	HR					1.18	1.25	1.32
		BW					94.40	100.00	105.60
		MO					205.32	217.50	229.68
		YR					2463.84	2610.00	2756.16
12	Uniform Incentive	HR					1.78	1.87	1.98
		BW					142.40	149.60	158.40
		MO					309.72	325.38	344.52
		YR					3716.64	3904.56	4134.24

**POLICE OFFICERS UNIT  
APPENDIX B-1  
OPERATIVE JANUARY 1, 2010**

<u>Code</u>	<u>Class and Pay Grade</u>	<u>Schedule</u>
2214-1	Police Officer I	A - 1
2217	Police Specialist *	A - 2
2214-2	Police Officer II	A - 2
2214-3	Police Officer III	3
2223-1	Police Detective I	5
2223-2	Police Detective II	6
2223-3	Police Detective III	8
2227-1	Police Sergeant I	6
2227-2	Police Sergeant II	7
2232-1	Police Lieutenant I	9
2232-2	Police Lieutenant II	10

**Biweekly/Monthly Longevity Compensation for Police Officers:**

<u>Years of Service Completed</u>	<u>Biweekly</u>	<u>Monthly</u>
10 years and less than 15 years	\$84.00	\$182.70
15 years and less than 20 years	\$168.80	\$367.14
20 years of service and over	\$252.80	\$549.84

**Salary Tables:**

- Appendix B-2 Regular Pay
- Appendix B-3 Regular Pay plus POST Bonuses and Incentives.

\* Police Specialist (Schedule A-2) The regular pay for this class is a salary range from PO-I to the top step of PO-II and is dependent upon the member's education and experience. Individuals in this class may receive any POST bonus and/or Uniform Field Officers Incentive if so qualified.

**REGULAR PAY  
APPENDIX B-2  
OPERATIVE JANUARY 1, 2010**

			1	2	3	4	5	6	7
CLASS SCHEDULE	PO-I & II A	HR	21.66	22.53	23.41	24.72	27.07	28.16	29.26
		BW	1732.80	1802.40	1872.80	1977.60	2165.60	2252.80	2340.80
		MO	3768.84	3920.22	4073.34	4301.28	4710.18	4899.84	5091.24
		YR	45226.08	47042.64	48880.08	51615.36	56522.16	58798.08	61094.88
1	PO-I	HR	27.07	28.16	29.26	30.90	32.59	34.42	36.34
		BW	2165.60	2252.80	2340.80	2472.00	2607.20	2753.60	2907.20
		MO	4710.18	4899.84	5091.24	5376.60	5670.66	5989.08	6323.16
		YR	56522.16	58798.08	61094.88	64519.20	68047.92	71868.96	75877.92
2	PO-II	HR		29.26	30.90	32.59	34.42	36.34	38.35
		BW		2340.80	2472.00	2607.20	2753.60	2907.20	3068.00
		MO		5091.24	5376.60	5670.66	5989.08	6323.16	6672.90
		YR		61094.88	64519.20	68047.92	71868.96	75877.92	80074.80
3	PO-III	HR		30.90	32.59	34.42	36.34	38.35	40.55
		BW		2472.00	2607.20	2753.60	2907.20	3068.00	3244.00
		MO		5376.60	5670.66	5989.08	6323.16	6672.90	7055.70
		YR		64519.20	68047.92	71868.96	75877.92	80074.80	84668.40
4		HR				36.34	38.35	40.55	42.78
		BW				2907.20	3068.00	3244.00	3422.40
		MO				6323.16	6672.90	7055.70	7443.72
		YR				75877.92	80074.80	84668.40	89324.64
5	DET-I	HR				38.35	40.55	42.78	45.15
		BW				3068.00	3244.00	3422.40	3612.00
		MO				6672.90	7055.70	7443.72	7856.10
		YR				80074.80	84668.40	89324.64	94273.20
6	DET-II SGT-I	HR					42.78	45.15	47.68
		BW					3422.40	3612.00	3814.40
		MO					7443.72	7856.10	8296.32
		YR					89324.64	94273.20	99555.84
7	SGT-II	HR					45.15	47.68	50.34
		BW					3612.00	3814.40	4027.20
		MO					7856.10	8296.32	8759.16
		YR					94273.20	99555.84	105109.92
8	DET-III	HR					47.68	50.34	53.14
		BW					3814.40	4027.20	4251.20
		MO					8296.32	8759.16	9246.36
		YR					99555.84	105109.92	110956.32
9	LT-I	HR					50.34	53.14	56.09
		BW					4027.20	4251.20	4487.20
		MO					8759.16	9246.36	9759.66
		YR					105109.92	110956.32	117115.92
10	LT-II	HR					53.14	56.09	59.20
		BW					4251.20	4487.20	4736.00
		MO					9246.36	9759.66	10300.80
		YR					110956.32	117115.92	123609.60
11		HR					56.09	59.20	62.47
		BW					4487.20	4736.00	4997.60
		MO					9759.66	10300.80	10869.78
		YR					117115.92	123609.60	130437.36
12		HR					59.20	62.47	65.95
		BW					4736.00	4997.60	5276.00
		MO					10300.80	10869.78	11475.30
		YR					123609.60	130437.36	137703.60

**REGULAR PAY PLUS ALL POSTS  
PLUS INCENTIVES  
APPENDIX B-3 OPERATIVE JANUARY 1, 2010**

			1	2	3	4	5	6	7		
CLASS SCHEDULE	A	Regular Pay	HR	21.66	22.53	23.41	24.72	27.07	28.16	29.26	
			BW	1732.80	1802.40	1872.80	1977.60	2165.60	2252.80	2340.80	
			MO	3768.84	3920.22	4073.34	4301.28	4710.18	4899.84	5091.24	
			YR	45226.08	47042.64	48880.08	51615.36	56522.16	58798.08	61094.88	
	A	POST Basic	HR	0.65	0.68	0.70	0.74	0.81	0.84	0.88	
			BW	52.00	54.40	56.00	59.20	64.80	67.20	70.40	
			MO	113.10	118.32	121.80	128.76	140.94	146.16	153.12	
			YR	1357.20	1419.84	1461.60	1545.12	1691.28	1753.92	1837.44	
	PO-I 1	Regular Pay	HR	27.07	28.16	29.26	30.90	32.59	34.42	36.34	
			BW	2165.60	2252.80	2340.80	2472.00	2607.20	2753.60	2907.20	
			MO	4710.18	4899.84	5091.24	5376.60	5670.66	5989.08	6323.16	
			YR	56522.16	58798.08	61094.88	64519.20	68047.92	71868.96	75877.92	
		1	POST Basic	HR	0.81	0.84	0.88	0.93	0.98	1.03	1.09
				BW	64.80	67.20	70.40	74.40	78.40	82.40	87.20
				MO	140.94	146.16	153.12	161.82	170.52	179.22	189.66
				YR	1691.28	1753.92	1837.44	1941.84	2046.24	2150.64	2275.92
PO-II 2	Regular Pay	HR		29.26	30.90	32.59	34.42	36.34	38.35		
		BW		2340.80	2472.00	2607.20	2753.60	2907.20	3068.00		
		MO		5091.24	5376.60	5670.66	5989.08	6323.16	6672.90		
		YR		61094.88	64519.20	68047.92	71868.96	75877.92	80074.80		
	2	POST Basic	HR		0.88	0.93	0.98	1.03	1.09	1.15	
			BW		70.40	74.40	78.40	82.40	87.20	92.00	
			MO		153.12	161.82	170.52	179.22	189.66	200.10	
			YR		1837.44	1941.84	2046.24	2150.64	2275.92	2401.20	
	2	POST Intermediate	HR		0.29	0.31	0.33	0.34	0.36	0.38	
			BW		23.20	24.80	26.40	27.20	28.80	30.40	
			MO		50.46	53.94	57.42	59.16	62.64	66.12	
			YR		605.52	647.28	689.04	709.92	751.68	793.44	
	2	POST Advanced	HR		0.59	0.62	0.65	0.69	0.73	0.77	
			BW		47.20	49.60	52.00	55.20	58.40	61.60	
			MO		102.66	107.88	113.10	120.06	127.02	133.98	
			YR		1231.92	1294.56	1357.20	1440.72	1524.24	1607.76	
2	Uniform Incentive	HR		0.88	0.93	0.98	1.03	1.09	1.15		
		BW		70.40	74.40	78.40	82.40	87.20	92.00		
		MO		153.12	161.82	170.52	179.22	189.66	200.10		
		YR		1837.44	1941.84	2046.24	2150.64	2275.92	2401.20		

**REGULAR PAY PLUS ALL POSTS  
PLUS INCENTIVES  
APPENDIX B-3 OPERATIVE JANUARY 1, 2010**

			1	2	3	4	5	6	7
PO-III 3	Regular Pay	HR		30.90	32.59	34.42	36.34	38.35	40.55
		BW		2472.00	2607.20	2753.60	2907.20	3068.00	3244.00
		MO		5376.60	5670.66	5989.08	6323.16	6672.90	7055.70
		YR		64519.20	68047.92	71868.96	75877.92	80074.80	84668.40
3	POST Basic	HR		0.93	0.98	1.03	1.09	1.15	1.22
		BW		74.40	78.40	82.40	87.20	92.00	97.60
		MO		161.82	170.52	179.22	189.66	200.10	212.28
		YR		1941.84	2046.24	2150.64	2275.92	2401.20	2547.36
3	POST Intermediate	HR		0.31	0.33	0.34	0.36	0.38	0.41
		BW		24.80	26.40	27.20	28.80	30.40	32.80
		MO		53.94	57.42	59.16	62.64	66.12	71.34
		YR		647.28	689.04	709.92	751.68	793.44	856.08
3	POST Advanced	HR		0.62	0.65	0.69	0.73	0.77	0.81
		BW		49.60	52.00	55.20	58.40	61.60	64.80
		MO		107.88	113.10	120.06	127.02	133.98	140.94
		YR		1294.56	1357.20	1440.72	1524.24	1607.76	1691.28
3	Uniform Incentive	HR		0.93	0.98	1.03	1.09	1.15	1.22
		BW		74.40	78.40	82.40	87.20	92.00	97.60
		MO		161.82	170.52	179.22	189.66	200.10	212.28
		YR		1941.84	2046.24	2150.64	2275.92	2401.20	2547.36
4	Regular Pay	HR				36.34	38.35	40.55	42.78
		BW				2907.20	3068.00	3244.00	3422.40
		MO				6323.16	6672.90	7055.70	7443.72
		YR				75877.92	80074.80	84668.40	89324.64
4	POST Basic	HR				1.09	1.15	1.22	1.28
		BW				87.20	92.00	97.60	102.40
		MO				189.66	200.10	212.28	222.72
		YR				2275.92	2401.20	2547.36	2672.64
4	POST Intermediate	HR				0.36	0.38	0.41	0.43
		BW				28.80	30.40	32.80	34.40
		MO				62.64	66.12	71.34	74.82
		YR				751.68	793.44	856.08	897.84
4	POST Advanced	HR				0.73	0.77	0.81	0.86
		BW				58.40	61.60	64.80	68.80
		MO				127.02	133.98	140.94	149.64
		YR				1524.24	1607.76	1691.28	1795.68
4	Uniform Incentive	HR				1.09	1.15	1.22	1.28
		BW				87.20	92.00	97.60	102.40
		MO				189.66	200.10	212.28	222.72
		YR				2275.92	2401.20	2547.36	2672.64

**REGULAR PAY PLUS ALL POSTS  
PLUS INCENTIVES  
APPENDIX B-3 OPERATIVE JANUARY 1, 2010**

			1	2	3	4	5	6	7
DET-I 5	Regular Pay	HR				38.35	40.55	42.78	45.15
		BW				3068.00	3244.00	3422.40	3612.00
		MO				6672.90	7055.70	7443.72	7856.10
		YR				80074.80	84668.40	89324.64	94273.20
5	POST Basic	HR				1.15	1.22	1.28	1.35
		BW				92.00	97.60	102.40	108.00
		MO				200.10	212.28	222.72	234.90
		YR				2401.20	2547.36	2672.64	2818.80
5	POST Intermediate	HR				0.38	0.41	0.43	0.45
		BW				30.40	32.80	34.40	36.00
		MO				66.12	71.34	74.82	78.30
		YR				793.44	856.08	897.84	939.60
5	POST Advanced	HR				0.77	0.81	0.86	0.90
		BW				61.60	64.80	68.80	72.00
		MO				133.98	140.94	149.64	156.60
		YR				1607.76	1691.28	1795.68	1879.20
5	Uniform Incentive	HR				1.15	1.22	1.28	1.35
		BW				92.00	97.60	102.40	108.00
		MO				200.10	212.28	222.72	234.90
		YR				2401.20	2547.36	2672.64	2818.80
5	Detective Incentive	HR				0.38	0.41	0.43	0.45
		BW				30.40	32.80	34.40	36.00
		MO				66.12	71.34	74.82	78.30
		YR				793.44	856.08	897.84	939.60
DET-II SGT-I 6	Regular Pay	HR					42.78	45.15	47.68
		BW					3422.40	3612.00	3814.40
		MO					7443.72	7856.10	8296.32
		YR					89324.64	94273.20	99555.84
6	POST Basic	HR					1.28	1.35	1.43
		BW					102.40	108.00	114.40
		MO					222.72	234.90	248.82
		YR					2672.64	2818.80	2985.84
6	POST Intermediate	HR					0.43	0.45	0.48
		BW					34.40	36.00	38.40
		MO					74.82	78.30	83.52
		YR					897.84	939.60	1002.24
6	POST Advanced	HR					0.86	0.90	0.95
		BW					68.80	72.00	76.00
		MO					149.64	156.60	165.30
		YR					1795.68	1879.20	1983.60
6	Uniform Incentive	HR					1.28	1.35	1.43
		BW					102.40	108.00	114.40
		MO					222.72	234.90	248.82
		YR					2672.64	2818.80	2985.84
6	Detective Incentive	HR					0.43	0.45	0.48
		BW					34.40	36.00	38.40
		MO					74.82	78.30	83.52
		YR					897.84	939.60	1002.24



**REGULAR PAY PLUS ALL POSTS  
PLUS INCENTIVES  
APPENDIX B-3 OPERATIVE JANUARY 1, 2010**

			1	2	3	4	5	6	7
SGT-II 7	Regular Pay	HR					45.15	47.68	50.34
		BW					3612.00	3814.40	4027.20
		MO					7856.10	8296.32	8759.16
		YR					94273.20	99555.84	105109.92
7	POST Basic	HR					1.35	1.43	1.51
		BW					108.00	114.40	120.80
		MO					234.90	248.82	262.74
		YR					2818.80	2985.84	3152.88
7	POST Intermediate	HR					0.45	0.48	0.50
		BW					36.00	38.40	40.00
		MO					78.30	83.52	87.00
		YR					939.60	1002.24	1044.00
7	POST Advanced	HR					0.90	0.95	1.01
		BW					72.00	76.00	80.80
		MO					156.60	165.30	175.74
		YR					1879.20	1983.60	2108.88
7	Uniform Incentive	HR					1.35	1.43	1.51
		BW					108.00	114.40	120.80
		MO					234.90	248.82	262.74
		YR					2818.80	2985.84	3152.88
DET-III 8	Regular Pay	HR					47.68	50.34	53.14
		BW					3814.40	4027.20	4251.20
		MO					8296.32	8759.16	9246.36
		YR					99555.84	105109.92	110956.32
8	POST Basic	HR					1.43	1.51	1.59
		BW					114.40	120.80	127.20
		MO					248.82	262.74	276.66
		YR					2985.84	3152.88	3319.92
8	POST Intermediate	HR					0.48	0.50	0.53
		BW					38.40	40.00	42.40
		MO					83.52	87.00	92.22
		YR					1002.24	1044.00	1106.64
8	POST Advanced	HR					0.95	1.01	1.06
		BW					76.00	80.80	84.80
		MO					165.30	175.74	184.44
		YR					1983.60	2108.88	2213.28
8	Uniform Incentive	HR					1.43	1.51	1.59
		BW					114.40	120.80	127.20
		MO					248.82	262.74	276.66
		YR					2985.84	3152.88	3319.92
8	Detective Incentive	HR					0.48	0.50	0.53
		BW					38.40	40.00	42.40
		MO					83.52	87.00	92.22
		YR					1002.24	1044.00	1106.64

**REGULAR PAY PLUS ALL POSTS  
PLUS INCENTIVES  
APPENDIX B-3 OPERATIVE JANUARY 1, 2010**

			1	2	3	4	5	6	7
LT-I 9	Regular Pay	HR					50.34	53.14	56.09
		BW					4027.20	4251.20	4487.20
		MO					8759.16	9246.36	9759.66
		YR					105109.92	110956.32	117115.92
9	POST Basic	HR					1.51	1.59	1.68
		BW					120.80	127.20	134.40
		MO					262.74	276.66	292.32
		YR					3152.88	3319.92	3507.84
9	POST Intermediate	HR					0.50	0.53	0.56
		BW					40.00	42.40	44.80
		MO					87.00	92.22	97.44
		YR					1044.00	1106.64	1169.28
9	POST Advanced	HR					1.01	1.06	1.12
		BW					80.80	84.80	89.60
		MO					175.74	184.44	194.88
		YR					2108.88	2213.28	2338.56
9	Uniform Incentive	HR					1.51	1.59	1.68
		BW					120.80	127.20	134.40
		MO					262.74	276.66	292.32
		YR					3152.88	3319.92	3507.84
LT-II 10	Regular Pay	HR					53.14	56.09	59.20
		BW					4251.20	4487.20	4736.00
		MO					9246.36	9759.66	10300.80
		YR					110956.32	117115.92	123609.60
10	POST Basic	HR					1.59	1.68	1.78
		BW					127.20	134.40	142.40
		MO					276.66	292.32	309.72
		YR					3319.92	3507.84	3716.64
10	POST Intermediate	HR					0.53	0.56	0.59
		BW					42.40	44.80	47.20
		MO					92.22	97.44	102.66
		YR					1106.64	1169.28	1231.92
10	POST Advanced	HR					1.06	1.12	1.18
		BW					84.80	89.60	94.40
		MO					184.44	194.88	205.32
		YR					2213.28	2338.56	2463.84
10	Uniform Incentive	HR					1.59	1.68	1.78
		BW					127.20	134.40	142.40
		MO					276.66	292.32	309.72
		YR					3319.92	3507.84	3716.64

**REGULAR PAY PLUS ALL POSTS  
PLUS INCENTIVES  
APPENDIX B-3 OPERATIVE JANUARY 1, 2010**

			1	2	3	4	5	6	7
11	Regular Pay	HR					56.09	59.20	62.47
		BW					4487.20	4736.00	4997.60
		MO					9759.66	10300.80	10869.78
		YR					117115.92	123609.60	130437.36
11	POST Basic	HR					1.68	1.78	1.87
		BW					134.40	142.40	149.60
		MO					292.32	309.72	325.38
		YR					3507.84	3716.64	3904.56
11	POST Intermediate	HR					0.56	0.59	0.62
		BW					44.80	47.20	49.60
		MO					97.44	102.66	107.88
		YR					1169.28	1231.92	1294.56
11	POST Advanced	HR					1.12	1.18	1.25
		BW					89.60	94.40	100.00
		MO					194.88	205.32	217.50
		YR					2338.56	2463.84	2610.00
11	Uniform Incentive	HR					1.68	1.78	1.87
		BW					134.40	142.40	149.60
		MO					292.32	309.72	325.38
		YR					3507.84	3716.64	3904.56
12	Regular Pay	HR					59.20	62.47	65.95
		BW					4736.00	4997.60	5276.00
		MO					10300.80	10869.78	11475.30
		YR					123609.60	130437.36	137703.60
12	POST Basic	HR					1.78	1.87	1.98
		BW					142.40	149.60	158.40
		MO					309.72	325.38	344.52
		YR					3716.64	3904.56	4134.24
12	POST Intermediate	HR					0.59	0.62	0.66
		BW					47.20	49.60	52.80
		MO					102.66	107.88	114.84
		YR					1231.92	1294.56	1378.08
12	POST Advanced	HR					1.18	1.25	1.32
		BW					94.40	100.00	105.60
		MO					205.32	217.50	229.68
		YR					2463.84	2610.00	2756.16
12	Uniform Incentive	HR					1.78	1.87	1.98
		BW					142.40	149.60	158.40
		MO					309.72	325.38	344.52
		YR					3716.64	3904.56	4134.24

**POLICE OFFICERS UNIT  
APPENDIX C-1  
OPERATIVE JULY 1, 2010**

<u>Code</u>	<u>Class and Pay Grade</u>	<u>Schedule</u>
2214-1	Police Officer I	A - 1
2217	Police Specialist *	A - 2
2214-2	Police Officer II	A - 2
2214-3	Police Officer III	3
2223-1	Police Detective I	5
2223-2	Police Detective II	6
2223-3	Police Detective III	8
2227-1	Police Sergeant I	6
2227-2	Police Sergeant II	7
2232-1	Police Lieutenant I	9
2232-2	Police Lieutenant II	10

**Biweekly/Monthly Longevity Compensation for Police Officers:**

<u>Years of Service Completed</u>	<u>Biweekly</u>	<u>Monthly</u>
10 years and less than 15 years	\$84.00	\$182.70
15 years and less than 20 years	\$168.80	\$367.14
20 years of service and over	\$252.80	\$549.84

**Salary Tables:**

- Appendix C-2 Regular Pay
- Appendix C-3 Regular Pay plus POST Bonuses and Incentives.

\* Police Specialist (Schedule A-2) The regular pay for this class is a salary range from PO-I to the top step of PO-II and is dependent upon the member's education and experience. Individuals in this class may receive any POST bonus and/or Uniform Field Officers Incentive if so qualified.

**REGULAR PAY  
APPENDIX C-2  
OPERATIVE JULY 1, 2010**

			1	2	3	4	5	6	7
CLASS SCHEDULE	PO-I & II A	HR	21.66	22.53	23.41	24.72	27.07	28.16	29.26
		BW	1732.80	1802.40	1872.80	1977.60	2165.60	2252.80	2340.80
		MO	3768.84	3920.22	4073.34	4301.28	4710.18	4899.84	5091.24
		YR	45226.08	47042.64	48880.08	51615.36	56522.16	58798.08	61094.88
1	PO-I	HR	27.07	28.16	29.26	30.90	32.59	34.42	36.34
		BW	2165.60	2252.80	2340.80	2472.00	2607.20	2753.60	2907.20
		MO	4710.18	4899.84	5091.24	5376.60	5670.66	5989.08	6323.16
		YR	56522.16	58798.08	61094.88	64519.20	68047.92	71868.96	75877.92
2	PO-II	HR		29.26	30.90	32.59	34.42	36.34	38.35
		BW		2340.80	2472.00	2607.20	2753.60	2907.20	3068.00
		MO		5091.24	5376.60	5670.66	5989.08	6323.16	6672.90
		YR		61094.88	64519.20	68047.92	71868.96	75877.92	80074.80
3	PO-III	HR		30.90	32.59	34.42	36.34	38.35	40.55
		BW		2472.00	2607.20	2753.60	2907.20	3068.00	3244.00
		MO		5376.60	5670.66	5989.08	6323.16	6672.90	7055.70
		YR		64519.20	68047.92	71868.96	75877.92	80074.80	84668.40
4		HR				36.34	38.35	40.55	42.78
		BW				2907.20	3068.00	3244.00	3422.40
		MO				6323.16	6672.90	7055.70	7443.72
		YR				75877.92	80074.80	84668.40	89324.64
5	DET-I	HR				38.35	40.55	42.78	45.15
		BW				3068.00	3244.00	3422.40	3612.00
		MO				6672.90	7055.70	7443.72	7856.10
		YR				80074.80	84668.40	89324.64	94273.20
6	DET-II SGT-I	HR				42.78	45.15	47.68	
		BW				3422.40	3612.00	3814.40	
		MO				7443.72	7856.10	8296.32	
		YR				89324.64	94273.20	99555.84	
7	SGT-II	HR				45.15	47.68	50.34	
		BW				3612.00	3814.40	4027.20	
		MO				7856.10	8296.32	8759.16	
		YR				94273.20	99555.84	105109.92	
8	DET-III	HR				47.68	50.34	53.14	
		BW				3814.40	4027.20	4251.20	
		MO				8296.32	8759.16	9246.36	
		YR				99555.84	105109.92	110956.32	
9	LT-I	HR				50.34	53.14	56.09	
		BW				4027.20	4251.20	4487.20	
		MO				8759.16	9246.36	9759.66	
		YR				105109.92	110956.32	117115.92	
10	LT-II	HR				53.14	56.09	59.20	
		BW				4251.20	4487.20	4736.00	
		MO				9246.36	9759.66	10300.80	
		YR				110956.32	117115.92	123609.60	
11		HR				56.09	59.20	62.47	
		BW				4487.20	4736.00	4997.60	
		MO				9759.66	10300.80	10869.78	
		YR				117115.92	123609.60	130437.36	
12		HR				59.20	62.47	65.95	
		BW				4736.00	4997.60	5276.00	
		MO				10300.80	10869.78	11475.30	
		YR				123609.60	130437.36	137703.60	

**REGULAR PAY PLUS ALL POSTS  
PLUS INCENTIVES  
APPENDIX C-3 OPERATIVE JULY 1, 2010**

			1	2	3	4	5	6	7		
CLASS SCHEDULE	A	Regular Pay	HR	21.66	22.53	23.41	24.72	27.07	28.16	29.26	
			BW	1732.80	1802.40	1872.80	1977.60	2165.60	2252.80	2340.80	
			MO	3768.84	3920.22	4073.34	4301.28	4710.18	4899.84	5091.24	
			YR	45226.08	47042.64	48880.08	51615.36	56522.16	58798.08	61094.88	
	A	POST Basic	HR	0.65	0.68	0.70	0.74	0.81	0.84	0.88	
			BW	52.00	54.40	56.00	59.20	64.80	67.20	70.40	
			MO	113.10	118.32	121.80	128.76	140.94	146.16	153.12	
			YR	1357.20	1419.84	1461.60	1545.12	1691.28	1753.92	1837.44	
	PO-I 1	Regular Pay	HR	27.07	28.16	29.26	30.90	32.59	34.42	36.34	
			BW	2165.60	2252.80	2340.80	2472.00	2607.20	2753.60	2907.20	
			MO	4710.18	4899.84	5091.24	5376.60	5670.66	5989.08	6323.16	
			YR	56522.16	58798.08	61094.88	64519.20	68047.92	71868.96	75877.92	
		1	POST Basic	HR	0.81	0.84	0.88	0.93	0.98	1.03	1.09
				BW	64.80	67.20	70.40	74.40	78.40	82.40	87.20
				MO	140.94	146.16	153.12	161.82	170.52	179.22	189.66
				YR	1691.28	1753.92	1837.44	1941.84	2046.24	2150.64	2275.92
PO-II 2	Regular Pay	HR		29.26	30.90	32.59	34.42	36.34	38.35		
		BW		2340.80	2472.00	2607.20	2753.60	2907.20	3068.00		
		MO		5091.24	5376.60	5670.66	5989.08	6323.16	6672.90		
		YR		61094.88	64519.20	68047.92	71868.96	75877.92	80074.80		
	2	POST Basic	HR		0.88	0.93	0.98	1.03	1.09	1.15	
			BW		70.40	74.40	78.40	82.40	87.20	92.00	
			MO		153.12	161.82	170.52	179.22	189.66	200.10	
			YR		1837.44	1941.84	2046.24	2150.64	2275.92	2401.20	
	2	POST Intermediate	HR		0.29	0.31	0.33	0.34	0.36	0.38	
			BW		23.20	24.80	26.40	27.20	28.80	30.40	
			MO		50.46	53.94	57.42	59.16	62.64	66.12	
			YR		605.52	647.28	689.04	709.92	751.68	793.44	
	2	POST Advanced	HR		0.59	0.62	0.65	0.69	0.73	0.77	
			BW		47.20	49.60	52.00	55.20	58.40	61.60	
			MO		102.66	107.88	113.10	120.06	127.02	133.98	
			YR		1231.92	1294.56	1357.20	1440.72	1524.24	1607.76	
2	Uniform Incentive	HR		0.88	0.93	0.98	1.03	1.09	1.15		
		BW		70.40	74.40	78.40	82.40	87.20	92.00		
		MO		153.12	161.82	170.52	179.22	189.66	200.10		
		YR		1837.44	1941.84	2046.24	2150.64	2275.92	2401.20		

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			1	2	3	4	5	6	7
PO-III 3	Regular Pay	HR		30.90	32.59	34.42	36.34	38.35	40.55
		BW		2472.00	2607.20	2753.60	2907.20	3068.00	3244.00
		MO		5376.60	5670.66	5989.08	6323.16	6672.90	7055.70
		YR		64519.20	68047.92	71868.96	75877.92	80074.80	84668.40
3	POST Basic	HR		0.93	0.98	1.03	1.09	1.15	1.22
		BW		74.40	78.40	82.40	87.20	92.00	97.60
		MO		161.82	170.52	179.22	189.66	200.10	212.28
		YR		1941.84	2046.24	2150.64	2275.92	2401.20	2547.36
3	POST Intermediate	HR		0.31	0.33	0.34	0.36	0.38	0.41
		BW		24.80	26.40	27.20	28.80	30.40	32.80
		MO		53.94	57.42	59.16	62.64	66.12	71.34
		YR		647.28	689.04	709.92	751.68	793.44	856.08
3	POST Advanced	HR		0.62	0.65	0.69	0.73	0.77	0.81
		BW		49.60	52.00	55.20	58.40	61.60	64.80
		MO		107.88	113.10	120.06	127.02	133.98	140.94
		YR		1294.56	1357.20	1440.72	1524.24	1607.76	1691.28
3	Uniform Incentive	HR		0.93	0.98	1.03	1.09	1.15	1.22
		BW		74.40	78.40	82.40	87.20	92.00	97.60
		MO		161.82	170.52	179.22	189.66	200.10	212.28
		YR		1941.84	2046.24	2150.64	2275.92	2401.20	2547.36
4	Regular Pay	HR				36.34	38.35	40.55	42.78
		BW				2907.20	3068.00	3244.00	3422.40
		MO				6323.16	6672.90	7055.70	7443.72
		YR				75877.92	80074.80	84668.40	89324.64
4	POST Basic	HR				1.09	1.15	1.22	1.28
		BW				87.20	92.00	97.60	102.40
		MO				189.66	200.10	212.28	222.72
		YR				2275.92	2401.20	2547.36	2672.64
4	POST Intermediate	HR				0.36	0.38	0.41	0.43
		BW				28.80	30.40	32.80	34.40
		MO				62.64	66.12	71.34	74.82
		YR				751.68	793.44	856.08	897.84
4	POST Advanced	HR				0.73	0.77	0.81	0.86
		BW				58.40	61.60	64.80	68.80
		MO				127.02	133.98	140.94	149.64
		YR				1524.24	1607.76	1691.28	1795.68
4	Uniform Incentive	HR				1.09	1.15	1.22	1.28
		BW				87.20	92.00	97.60	102.40
		MO				189.66	200.10	212.28	222.72
		YR				2275.92	2401.20	2547.36	2672.64

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			1	2	3	4	5	6	7
DET-I 5	Regular Pay	HR				38.35	40.55	42.78	45.15
		BW				3068.00	3244.00	3422.40	3612.00
		MO				6672.90	7055.70	7443.72	7856.10
		YR				80074.80	84668.40	89324.64	94273.20
5	POST Basic	HR				1.15	1.22	1.28	1.35
		BW				92.00	97.60	102.40	108.00
		MO				200.10	212.28	222.72	234.90
		YR				2401.20	2547.36	2672.64	2818.80
5	POST Intermediate	HR				0.38	0.41	0.43	0.45
		BW				30.40	32.80	34.40	36.00
		MO				66.12	71.34	74.82	78.30
		YR				793.44	856.08	897.84	939.60
5	POST Advanced	HR				0.77	0.81	0.86	0.90
		BW				61.60	64.80	68.80	72.00
		MO				133.98	140.94	149.64	156.60
		YR				1607.76	1691.28	1795.68	1879.20
5	Uniform Incentive	HR				1.15	1.22	1.28	1.35
		BW				92.00	97.60	102.40	108.00
		MO				200.10	212.28	222.72	234.90
		YR				2401.20	2547.36	2672.64	2818.80
5	Detective Incentive	HR				0.38	0.41	0.43	0.45
		BW				30.40	32.80	34.40	36.00
		MO				66.12	71.34	74.82	78.30
		YR				793.44	856.08	897.84	939.60
DET-II SGT-I 6	Regular Pay	HR					42.78	45.15	47.68
		BW					3422.40	3612.00	3814.40
		MO					7443.72	7856.10	8296.32
		YR					89324.64	94273.20	99555.84
6	POST Basic	HR					1.28	1.35	1.43
		BW					102.40	108.00	114.40
		MO					222.72	234.90	248.82
		YR					2672.64	2818.80	2985.84
6	POST Intermediate	HR					0.43	0.45	0.48
		BW					34.40	36.00	38.40
		MO					74.82	78.30	83.52
		YR					897.84	939.60	1002.24
6	POST Advanced	HR					0.86	0.90	0.95
		BW					68.80	72.00	76.00
		MO					149.64	156.60	165.30
		YR					1795.68	1879.20	1983.60
6	Uniform Incentive	HR					1.28	1.35	1.43
		BW					102.40	108.00	114.40
		MO					222.72	234.90	248.82
		YR					2672.64	2818.80	2985.84
6	Detective Incentive	HR					0.43	0.45	0.48
		BW					34.40	36.00	38.40
		MO					74.82	78.30	83.52
		YR					897.84	939.60	1002.24



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			1	2	3	4	5	6	7
SGT-II 7	Regular Pay	HR					45.15	47.68	50.34
		BW					3612.00	3814.40	4027.20
		MO					7856.10	8296.32	8759.16
		YR					94273.20	99555.84	105109.92
7	POST Basic	HR					1.35	1.43	1.51
		BW					108.00	114.40	120.80
		MO					234.90	248.82	262.74
		YR					2818.80	2985.84	3152.88
7	POST Intermediate	HR					0.45	0.48	0.50
		BW					36.00	38.40	40.00
		MO					78.30	83.52	87.00
		YR					939.60	1002.24	1044.00
7	POST Advanced	HR					0.90	0.95	1.01
		BW					72.00	76.00	80.80
		MO					156.60	165.30	175.74
		YR					1879.20	1983.60	2108.88
7	Uniform Incentive	HR					1.35	1.43	1.51
		BW					108.00	114.40	120.80
		MO					234.90	248.82	262.74
		YR					2818.80	2985.84	3152.88
DET-III 8	Regular Pay	HR					47.68	50.34	53.14
		BW					3814.40	4027.20	4251.20
		MO					8296.32	8759.16	9246.36
		YR					99555.84	105109.92	110956.32
8	POST Basic	HR					1.43	1.51	1.59
		BW					114.40	120.80	127.20
		MO					248.82	262.74	276.66
		YR					2985.84	3152.88	3319.92
8	POST Intermediate	HR					0.48	0.50	0.53
		BW					38.40	40.00	42.40
		MO					83.52	87.00	92.22
		YR					1002.24	1044.00	1106.64
8	POST Advanced	HR					0.95	1.01	1.06
		BW					76.00	80.80	84.80
		MO					165.30	175.74	184.44
		YR					1983.60	2108.88	2213.28
8	Uniform Incentive	HR					1.43	1.51	1.59
		BW					114.40	120.80	127.20
		MO					248.82	262.74	276.66
		YR					2985.84	3152.88	3319.92
8	Detective Incentive	HR					0.48	0.50	0.53
		BW					38.40	40.00	42.40
		MO					83.52	87.00	92.22
		YR					1002.24	1044.00	1106.64

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			1	2	3	4	5	6	7	
LT-I 9	Regular Pay	HR					50.34	53.14	56.09	
		BW					4027.20	4251.20	4487.20	
		MO						8759.16	9246.36	9759.66
		YR						105109.92	110956.32	117115.92
9	POST Basic	HR					1.51	1.59	1.68	
		BW					120.80	127.20	134.40	
		MO						262.74	276.66	292.32
		YR						3152.88	3319.92	3507.84
9	POST Intermediate	HR					0.50	0.53	0.56	
		BW					40.00	42.40	44.80	
		MO						87.00	92.22	97.44
		YR						1044.00	1106.64	1169.28
9	POST Advanced	HR					1.01	1.06	1.12	
		BW					80.80	84.80	89.60	
		MO						175.74	184.44	194.88
		YR						2108.88	2213.28	2338.56
9	Uniform Incentive	HR					1.51	1.59	1.68	
		BW					120.80	127.20	134.40	
		MO						262.74	276.66	292.32
		YR						3152.88	3319.92	3507.84
LT-II 10	Regular Pay	HR					53.14	56.09	59.20	
		BW					4251.20	4487.20	4736.00	
		MO						9246.36	9759.66	10300.80
		YR						110956.32	117115.92	123609.60
10	POST Basic	HR					1.59	1.68	1.78	
		BW					127.20	134.40	142.40	
		MO						276.66	292.32	309.72
		YR						3319.92	3507.84	3716.64
10	POST Intermediate	HR					0.53	0.56	0.59	
		BW					42.40	44.80	47.20	
		MO						92.22	97.44	102.66
		YR						1106.64	1169.28	1231.92
10	POST Advanced	HR					1.06	1.12	1.18	
		BW					84.80	89.60	94.40	
		MO						184.44	194.88	205.32
		YR						2213.28	2338.56	2463.84
10	Uniform Incentive	HR					1.59	1.68	1.78	
		BW					127.20	134.40	142.40	
		MO						276.66	292.32	309.72
		YR						3319.92	3507.84	3716.64

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			1	2	3	4	5	6	7
11	Regular Pay	HR					56.09	59.20	62.47
		BW					4487.20	4736.00	4997.60
		MO					9759.66	10300.80	10869.78
		YR					117115.92	123609.60	130437.36
11	POST Basic	HR					1.68	1.78	1.87
		BW					134.40	142.40	149.60
		MO					292.32	309.72	325.38
		YR					3507.84	3716.64	3904.56
11	POST Intermediate	HR					0.56	0.59	0.62
		BW					44.80	47.20	49.60
		MO					97.44	102.66	107.88
		YR					1169.28	1231.92	1294.56
11	POST Advanced	HR					1.12	1.18	1.25
		BW					89.60	94.40	100.00
		MO					194.88	205.32	217.50
		YR					2338.56	2463.84	2610.00
11	Uniform Incentive	HR					1.68	1.78	1.87
		BW					134.40	142.40	149.60
		MO					292.32	309.72	325.38
		YR					3507.84	3716.64	3904.56
12	Regular Pay	HR					59.20	62.47	65.95
		BW					4736.00	4997.60	5276.00
		MO					10300.80	10869.78	11475.30
		YR					123609.60	130437.36	137703.60
12	POST Basic	HR					1.78	1.87	1.98
		BW					142.40	149.60	158.40
		MO					309.72	325.38	344.52
		YR					3716.64	3904.56	4134.24
12	POST Intermediate	HR					0.59	0.62	0.66
		BW					47.20	49.60	52.80
		MO					102.66	107.88	114.84
		YR					1231.92	1294.56	1378.08
12	POST Advanced	HR					1.18	1.25	1.32
		BW					94.40	100.00	105.60
		MO					205.32	217.50	229.68
		YR					2463.84	2610.00	2756.16
12	Uniform Incentive	HR					1.78	1.87	1.98
		BW					142.40	149.60	158.40
		MO					309.72	325.38	344.52
		YR					3716.64	3904.56	4134.24

## APPENDIX D

### Salary Administration

**(a) Salary upon Initial Appointment and Salary Progression.**

Initial appointment in the police service shall be at the first step of the first Schedule except as hereinafter provided.

- (1) Any person initially appointed to any position in the class of Police Officer, who has completed 60 semester units (or 90 quarter units) of credit from an accredited college or university pertinent to the occupation involved, upon recommendation of the appointing authority and approval of the General Manager of the Personnel Department, shall receive salary at the second step of the first Schedule in the MOU.
- (2) Any person initially appointed to any position in the class of Police Officer, who has obtained a pertinent bachelor's degree from an accredited college or university, upon recommendation of the Chief of Police and approval of the General Manager of the Personnel Department, shall receive salary at the third step of the first Schedule in the MOU.
- (3) Any person initially appointed to any position in the class of Police Officer, who has had acceptable service in the police department of another public agency, or who is reappointed to said class and has had previous acceptable service as a member of the Police Department, shall receive a salary at a step rate of the first Schedule in the MOU determined in accordance with the foregoing paragraphs, plus one step for each two years of such service, but no higher than the fourth step of the first Schedule. To be acceptable, such service must be approved by the General Manager of the Personnel Department.
- (4) Every Police Officer who completes six months or more service shall, at the beginning of the pay period immediately following such completion, be advanced in pay to the next higher step in the range for the first Schedule in the MOU. Thereafter, advancements in salary shall be made automatically, step by step, after each year of aggregate active service in the class and pay grade in which the member is employed to the maximum step rate within the salary schedule prescribed for his/her class and pay grade, subject to the provisions of Subsection (e) of this section.
- (5) Except as provided in Subdivision (4) of this subsection, advancement in the salary rate of a member shall be made automatically after one year of aggregate active service as each step rate until he/she receives salary at the maximum step rate within the salary schedule prescribed for his/her class and pay grade, subject to the provisions of Subsections (e) and (f) of this section.
- (6) The salary upon initial appointment and salary progression for the class of Police Specialist, Code 2217, shall be the same as Police Officer I, Code 2214-1, and Police Officer II, Code 2214-2, set forth above. In exceptional cases, upon request from the Chief of Police, the City Administrative Officer

may approve advance step hiring upon demonstrated need and qualifications of the individual.

Employees in the class of Police Specialist shall receive the Uniform Field Officer Incentive, if qualified, and all benefits afforded to the parallel classes shown above as contained in the MOU.

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

Any member of the Police Department 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 the greater. If the member is entitled to a step advancement pursuant to Subdivision (5) of Subsection (a) of this section on the same day as such promotion or assignment, the step advancement shall be considered to have occurred prior to such promotion or assignment. Provided, however, that if such person prior to promotion or assignment is receiving special or hazard pay as provided in Appendix E of this MOU, his/her salary rate prior to promotion or assignment shall be deemed to be the rate which he/she would be receiving in the absence of such salary premium.

**(c) Salary Rate upon Assignment to a Lower Job Class.**

Any member of the Police Department 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.

**(d) Salary Rate upon Lateral Transfer.**

Whenever any member of the Police Department 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 less special hazard and longevity pay, unless he/she is entitled to receive such pay by applicable provision of this article in his/her new position.

Any member in the class of Police Specialist who successfully completes 18 months of service in that class, shall then be moved into the class of Police Officer under Charter Section 1014. Upon appointment to the class of Police Officer, such member shall be placed in the same step as occupied in the previous class.

**(e) Merit Pay Step in Schedules 1 through 12.**

Receipt of salary at the maximum or at the sixth step in Schedules 1 through 12 is a privilege to be earned and retained on the basis of merit, and not a right. No member of the Police Department in a position compensated at Schedules 1 through 12 may receive salary at the seventh step [including advancement pursuant to Section 4.159 (a) (4)] until the Chief Administrative Officer of his department, or the

person designated by the officer, certifies to the Controller that the member has completed the required period of service in his class and further certifies either: (1) that he finds the member's standard of service to be satisfactory; or (2) that three departmental deputy chiefs, sitting as a board of review, find his standard of service to be satisfactory. Any such designation shall be made in writing to the Controller.

**Note:** An employee who is absent during all or a portion of the one year of service during which the requisite standard of service must be maintained to qualify for merit pay shall not be certified as being eligible for such pay until and unless his or her performance has been observed for the full qualifying period and such service has met the required standard.

A member being compensated at the seventh step shall receive an initial salary increase on promotion or assignment to a higher pay grade without the necessity for further certification. If at any time the standard of service of a member who is receiving salary at the seventh step is unsatisfactory as confirmed by three departmental deputy chiefs, sitting as a board of review, the Chief Administrative Officer of his department may so certify to the Controller, and in that event the salary of such member shall revert from the seventh step to the sixth step and he shall not again be advanced to the seventh step unless and until the Chief Administrative Officer certifies that, in his opinion, or in the opinion of three deputy chiefs, sitting as a board of review, such member has achieved a satisfactory standard of service. Whenever the Chief Administrative Officer finds that a member's standard of service is unsatisfactory and for that reason the member is denied advancement to the seventh step, or is faced with reversion to the sixth step, such finding must be confirmed by three departmental deputy chiefs, sitting as a board of review.

The Chief Administrative Officer of the Department may, in his discretion and without concurrence of three departmental deputy chiefs, certify that a member's standard of service is satisfactory, but he may not certify that a member's standard of service is unsatisfactory without the concurrence of the three departmental deputy chiefs.

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

The Chief Administrative Officer of the Police Department shall establish procedures for rating and reviewing the standards of service required for merit increases. The procedures shall be approved by the General Manager of the Personnel Department and the City Administrative Officer. The procedures shall provide as follows:

- (1) Rating and reviewing of a member's performance at least annually.
- (2) Rating and reviewing of a member's performance at any time the member's standard of service falls below the minimum standard required for receiving his present merit step.
- (3) Rating by a supervisor at least one rank above the member being rated.

- (4) Review by the supervisor of the rater except for the rank immediately below the Chief Administrative Officer which shall not be subject to review.
- (5) Written documentation indicating the member is performing the standards of service required for a merit step and has sustained the level of performance for the required period.

All members may normally be expected to achieve the satisfactory standard of service required for advancement to Step 7.

**(f) Effective Dates of Pay Increases or Decreases.**

When anniversary dates for step raises, merit, hazard, and special pay, and longevity fall within a payroll period, the pay increase shall be effective at the beginning of the payroll period within which the date falls. When hazard, special pay, merit pay, or assignment pay are decreased within a payroll period, the decrease shall be effective at the beginning of the following payroll period.

## APPENDIX E

### **Longevity, Assignment, Special and Hazard Pay**

The Chief of Police may assign persons in the following described classes and pay grades to those duties set forth below. Members of the Police Department shall receive an additional increment of salary while so assigned in the amount set forth hereinafter. Such additional increment of salary shall be special pay or hazard pay over and above the compensation attached to the class and pay grade, and shall be paid only while a person is so assigned.

#### **A. Length of Service Pay**

Any member of the Police Department who is employed as a Police Officer, regardless of pay grade, shall be eligible for longevity pay based upon the aggregate number of years he or she has served as a member of the department. For the purpose of computing such aggregate service, any member shall be deemed to have been in the service of the Police Department during any period of disability retirement under Charter Sections 1310, 1312, 1412, 1506, or 1606. Such longevity pay shall be made subject to the following conditions:

1. Upon the certification to the Controller by the Chief Administrative Officer of the Police Department that a member has completed the prescribed number of aggregate years of service as a member of his or her department and that such member's standard of service is satisfactory, such member shall receive compensation in addition to the regular salary prescribed for his or her class and pay grade to be computed as follows:
  - (a) Upon completion of ten and until the completion of 15 years of aggregate service, an amount equal to one-half step above the maximum rate fixed in MOU No. 24 for Police Officer II, as calculated by the City Administrative Officer.
  - (b) Upon completion of 15 and until completion of 20 years of aggregate service, an amount equal to one step above the maximum rate fixed in MOU No. 24 for Police Officer II, as calculated by the City Administrative Officer.
  - (c) Upon completion of 20 years of aggregate service, an amount equal to one and one-half steps above the maximum rate fixed in MOU No. 24 for Police Officer II, as calculated by the City Administrative Officer.
2. It is the intent of the Council in enacting this section that longevity pay herein provided for shall be construed and deemed to be a privilege earned by merit and not a right, and at any time any member's service is unsatisfactory, the Chief Administrative Officer of the Police Department shall so certify to the Controller and upon such certification the payment of longevity pay for such member shall thereupon cease until such time as the Chief Administrative



Officer again certifies that such member has achieved a satisfactory standard of service.

3. No member of the Police Department employed in any other class other than Police Officer shall be eligible to receive longevity pay.

**B. Assignment Pay**

Assignment Pay means any additional gross monthly pay which, by reason of assignment to perform special duties or hazardous duties, in a higher class position, grade, code, or other title than the lowest thereof within the Plan Member's permanent rank, shall be provided by ordinance or MOU. Excluded from assignment pay is the Uniform Field Officers Incentive and the Detective Incentive. Police Officer II is not considered an advanced pay grade and does not signify tenure with the Los Angeles Police Department. The following are advanced pay grades pertaining to members of MOU No. 24, Police Officers, Lieutenant and Below Representation Unit:

- |                        |                   |
|------------------------|-------------------|
| (1) Police Officer III | (4) Sergeant II   |
| (2) Detective II       | (5) Lieutenant II |
| (3) Detective III      |                   |

**C. Special Pay**

Special Pay means any additional gross monthly pay which, by reason of assignment to perform special duties other than hazardous duties, shall be provided by ordinance or MOU.

- (1) A Police Officer III, when assigned to any of the following positions shall be compensated at the corresponding step of Schedule 4:
  - a. Assistant squad leader, crime task force;
  - b. Court complaint officer;
  - c. Lawsuits and claims investigator;
  - d. Senior lead officer;
  - e. Traffic follow-up investigator;
  - f. Labor relations officer;
  - g. Logistics Officer, Emergency Services Division;
  - h. Senior security aide;
  - i. Compton court liaison officer;
  - j. City Council sergeant-at-arms;
  
- (2) A Police Officer III, when assigned to any of the following positions shall be compensated at the corresponding step of Schedule 5:
  - a. Senior logistics officer, Emergency Services Division.

D. **Hazard Pay**

Hazard Pay means any additional gross monthly pay which, by reason of assignment to perform helicopter duties, two-wheel motorcycle duties or any other hazardous duties, shall be provided by ordinance or MOU.

- (1) A Police Officer II when assigned to the duty of riding a two-wheel motorcycle, shall be compensated at the corresponding step of Schedule 4.
- (2) A Police Sergeant I, when assigned to the duty of riding a two-wheeled motorcycle, shall be compensated at the corresponding step of Schedule 8.
- (3) A Police Sergeant II, when assigned as the Officer-in-Charge, Commercial Complaint Section, and required to ride a two-wheel motorcycle, shall be compensated at the corresponding step of Schedule 9.
- (4) A Lieutenant II, when assigned as the Officer-In-Charge, Special Enforcement Section, Emergency Operations Division, and required to ride a two-wheel motorcycle, shall be compensated at the corresponding step of Schedule 11.
- (5) A Police Officer II, when regularly assigned as a Tactical Flight Officer at Air Support Division, shall be compensated at the corresponding step of Schedule 7.
- (6) A Police Officer III, when assigned as the Chief Tactical Flight Officer at Air Support Division shall be compensated at the corresponding step of Schedule 8.
- (7) A Police Officer II, when assigned as a helicopter pilot, shall be compensated at the corresponding step of Schedule 8.
- (8) A Police Officer III, when assigned as the chief helicopter pilot, shall be compensated at the corresponding step of Schedule 9.
- (9) A Police Sergeant, I, when regularly assigned as helicopter supervisor, and required to pilot a helicopter, shall be compensated at the corresponding step of Schedule 9.
- (10) A Police Sergeant II, when regularly assigned as assistant watch commander, Air Support Division, and required to pilot a helicopter, shall be compensated at the corresponding step of Schedule 10.
- (11) A Police Lieutenant I, when assigned as watch commander, Air Support Division, and required to pilot a helicopter, shall be compensated at the corresponding step of Schedule 11.
- (12) A Police Lieutenant II, when assigned as assistant commanding officer, Air Support Division, and required to pilot a helicopter, shall be compensated at the corresponding step of Schedule 12.
- (13) Any member, when assigned to the Explosives Section, **except** as Officer-in-Charge, shall be compensated at the corresponding step of the third schedule above the schedule for their class and pay grade.
- (14) Any member, when assigned as Officer-in-Charge of the Explosives Section, shall be compensated at the corresponding step of the second schedule above the schedule for their class and pay grade.

- (15) Any member, when assigned to the Illicit Lab Squad, Narcotics Division, shall be compensated at the corresponding step of the first schedule above the schedule for their class and pay grade.
- (16) Any member, when assigned to the Hazardous Materials Unit, Uniformed Services Division, shall be compensated at the corresponding step of the first schedule above the schedule for their class and pay grade.
- (17) A Police Officer III, when assigned to the Special Weapons and Tactics Unit of Metropolitan Division, shall be compensated at the corresponding step of Schedule 4.
- (18) A Police Officer III+1, when assigned to the Special Weapons and Tactics Unit of Metropolitan Division, shall be compensated at the corresponding step of Schedule 5.
- (19) A Sergeant II, when assigned to the Special Weapons and Tactics Unit of Metropolitan Division, shall be compensated at the corresponding step of Schedule 8.
- (20) A Police Officer III, when assigned as a Dog Handler at Narcotics Division, Metropolitan Division or LAX shall be compensated at the corresponding step of Schedule 4.
- (21) A Police Officer III, when assigned as a Canine Training Officer at Narcotics Division or Metropolitan Division shall be compensated at the corresponding step of Schedule 5.
- (22) A Detective II, when assigned as a Dog Handler at Metropolitan Division, shall be compensated at the corresponding step of Schedule 7.
- (23) A Sergeant II, when assigned as a Dog Handler at Narcotics Division or Metropolitan Division, shall be compensated at the corresponding step of Schedule 8.
- (24) A Sergeant II, when assigned as a Trainer/Supervisor, Canine Unit, LAX, shall be compensated at the corresponding step of Schedule 8.

Management of the Police Department shall determine whether special pay and hazard pay shall begin at the time of assignment or upon completion of specific training and other requirements related to the positions to which Special or Hazard Pay applies.

Whenever a work program of a department requires the assignment of duties of an employee, the nature of which qualified him to receive adjusted compensation or pay, the City Administrative Officer may, upon review of the request by the appointing authority, and by notification to the Controller, authorize payment of special or hazard pay in accordance with this Section, provided such assignment is on a program for a purpose previously authorized by Mayor and Council, and provided that in no event shall such authorization extend beyond the end of the fiscal year in which such authority is granted.

## APPENDIX F

### Time Conversion for Work Hours

The following table shall be used to convert specified time periods from days to hours. All other provisions of the applicable Articles of this MOU and Charter §1070 remain the same.

	<u>Days</u>	<u>Hours</u>
Vacation	15	120
	16	128
	22	176
	23	184
	24	192
	25	200
	30	240
	32	256
	44	352
	46	368
	48	384
	50	400
Sick Leave		
100%	12	96
75%	5	40
50%	5	40
Accumulated Sick Leave <sup>1</sup>		
100%	100	800
75%	100	800
50%	100	800
Preventive Med/Dental	3	24 (Includes employee's family)
Family Illness	12	96
Bereavement Leave <sup>2</sup>	3	
Leave w/Bereav. Lv	2	
Military Leave	30	174 (Maximum number of hours per fiscal year)
Injured on Duty	261	2088 (Maximum number of hours per fiscal year)
Suspension <sup>3</sup>	1	8

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<sup>1</sup> This shows the maximum number of hours that may be accumulated for Sick Leave in each category. Time on the job and use of sick leave by the employee for his or her own illness, family illness and preventative medical/dental leave determines when an employee may achieve the maximum balance.

<sup>2</sup> Bereavement Leave is counted in days and is **not** converted to hours.

<sup>3</sup> For the purpose of calculating suspensions, each "working day" is equivalent to eight (8) hours.

## APPENDIX G

### Court Overtime Revisions and Examples

The following scenarios were developed to assist in the interpretation of Article 6.3.

#### EXAMPLE #1:

An employee is required to appear in court at 0900 hours and is released at 0930 hours without being placed on call. The employee is entitled to the **two-hour (2.0)** minimum of overtime compensation for the court appearance.

#### Overtime Reports/Activity Code:

One Overtime Report showing hours worked as 0900-0930 and requesting two hours of overtime compensation. Activity Code 14 plus the proper Status Code.

#### EXAMPLE #2:

An employee is required to appear in court at 0830 hours, is released at 1000 hours and is required to remain on call until 1600 hours. The employee is entitled to the **two-hour (2.0)** minimum of overtime compensation for the court appearance, and the **two and one-half hour (2.5)** minimum of overtime compensation for the on-call time.

#### Overtime Reports/Activity Code:

1. One Overtime Report showing hours worked as 0830-1000 hours and requesting the two-hour minimum of overtime compensation for the court appearance. Activity Code 14 plus the proper Status Code.
2. A second Overtime Report showing hours worked as 1030-1600 hours (on-call overtime cannot begin until the two-hour minimum for the court appearance ends) and requesting the two- and one-half hour minimum of overtime compensation for on call court. Activity Code 15 plus the proper Status Code.

#### EXAMPLE #3:

An employee is required to appear in court at 1300 hours, is released at 1400 hours and is required to remain on call until 1600 hours. The employee is entitled to the **two-hour (2.0)** minimum of overtime compensation for the court appearance and **one-hour (1.0)** of overtime compensation for on-call court. On call cannot begin until the two-hour minimum for the court appearance ends. On call shall be reported as the actual time on call when it commences less than two and one-half hours before the end of on call for the court day (1600 hours).

#### Overtime Reports/Activity Code:

1. One Overtime Report showing hours worked as 1300-1400 and requesting the two-hour minimum of overtime compensation for the court appearance. Activity Code 14 plus the proper Status Code.
2. A second Overtime Report showing hours worked as 1500-1600 hours and requesting one hour of overtime compensation for on-call court. Activity Code 15 plus the proper Status Code.

**EXAMPLE #4:**

An employee is required to appear in court at 0900 hours, is released at 1000 hours and placed on call. The employee is subsequently called to return to court at 1300 hours and court ended at 1600 hours. The employee is entitled to the **two-hour (2.0)** minimum overtime compensation for the court appearance, the **two and one-half hour (2.5)** minimum overtime compensation for the on call and **two and one-half hours (2.5)** of overtime compensation at the rate of hour-for-hour for the second court appearance.

**Overtime Reports/Activity Code:**

1. One Overtime Report showing hours worked 0900-1000 hours and requesting the minimum of two hours of overtime compensation for the court appearance. Activity Code 14 plus the proper Status Code.
2. A second Overtime Report showing 1100-1330 hours and requesting the two and one-half hour minimum of overtime compensation for being on call (on call cannot begin until after the two-hour minimum for the court appearance). Activity Code 15 plus the proper Status Code.
3. A third Overtime Report showing hours worked as 1330-1600 hours and requesting two and one-half hours for the second court appearance (hour-for-hour for being in court once the minimum overtime compensation for on call ended). Activity Code 16 plus the proper Status Code.

**EXAMPLE #5:**

An employee is required to appear in court at 0900 hours, is released at 1400 hours and placed on call until 1600 hours. The employee is entitled to **four and three-tenths hours (4.3)** of overtime compensation for being in court and **two hours (2.0)** of overtime compensation for being on call. (An employee is not entitled to overtime pay for the court noontime recess as specified in Article 6.3.A.1.a.)

**Overtime Report/Activity Code:**

1. One Overtime Report showing hours worked as 0900-1400 hours (minus 45 minutes for Code 7) and requesting four and one-fourth hours for the court appearance. Activity Code 14 plus the proper Status Code.
2. A second Overtime Report showing hours worked as 1400-1600 hours and requesting two hours for being on call. (This shall be reported as the actual time on call when it commences less than two and one-half hours before the end of the court day.) Activity Code 15 plus the proper Status Code.

**EXAMPLE #6:**

An employee is required to appear in court at 0900 hours, is released at 0930 hours by one court and placed on call until 1600 hours. The employee remains at the second court and is released at 1400 hours and placed on call until 1600 hours. The employee is entitled to **four and three-tenths hours (4.3)** of overtime compensation for appearing in court (the longer of the two court appearances) and **two hours (2.0)** of overtime compensation for the actual time of being on call. (An employee is not entitled to overtime pay for the court noontime recess as specified in Article 6.3.A.1.a.)

**Overtime Report/Activity Code:**

1. One Overtime Report showing hours worked 0900-1400 hours and four and one-quarter hours of overtime compensation (minus 45 minutes for the court noontime recess) for appearing in court. Activity Code 14 plus the proper Status Code.
2. A second Overtime Report showing the hours worked 1400-1600 hours for on call. (This shall be reported as the actual time on call when it commences less than two and one-half hours before the end of on-call for the court day.) Activity Code 15 plus the proper Status Code.

**EXAMPLE #7:**

An employee receives an on-call subpoena for court for 0830 hours. The employee is subsequently notified to appear in court at 1030 hours. The employee appears in court at 1030 hours and is released at 1400 hours. The employee is entitled to the **two and one-half hour (2.5)** minimum overtime compensation for being on call and for **two and three-tenths hours (2.3)** overtime compensation for appearing in court.

**Overtime Reports/Activity Code:**

1. One Overtime Report showing hours worked as 0830-1030 hours and requesting the two and one-half hour minimum overtime compensation for being on call. Activity Code 15 plus the proper Status Code.
2. A second Overtime Report showing hours worked as 1100-1400 hours and requesting two and three-tenths hours of overtime compensation (hour-for-hour minus 45 minutes for the noontime recess). Activity Code 16 plus the proper Status Code.

**EXAMPLE #8:**

An employee assigned to detectives receives an on-call subpoena for court at 0830 hours and the employee's work hours are 0600-1530 hours. The employee is entitled to **one-half hour (0.5)** for being on call from the employee's end of watch to the end of on call at 1600 hours. This shall be reported as the actual time on call when it commences less than two and one-half hours before the end of the on call court day (1600 hours).

**Overtime Report/Activity Code:**

One Overtime Report showing hours worked as 1530-1600 hours and requesting one -half hour of overtime compensation for being on-call. Activity Code 15 plus the proper Status Code.

## APPENDIX H

### DISPUTE RESOLUTION

- A. The Dispute Resolution Committee (DRC) will be composed of the Employee Relations Administrator (ERA) or his or her designee, a representative of the City Administrative Office (CAO), and a representative of the League. It will be the only remedy available.
- B. Disputes presented to the DRC are limited to issues unique to the FWS. This may include issues that do or do not fall within the guidelines of a grievance. The DRC will be available to settle issues of a minor nature which sworn personnel of rank of lieutenant or below elect to pursue via dispute resolution procedures. Grievable issues that may fall within the purview of the DRC are change of shift, hardship issues and the assignment of vacations following transfer or reassignment.

**Note:** Grievances of a minor nature are those not requiring extensive investigation and/or research. The final determination as to what constitutes a minor nature shall be decided by the DRC. Grievances that **may not** be pursued via the DRC include, but are not limited to, non-selection to an advanced paygrade position, performance evaluations, harassment and class-action matters.

Any decision of the DRC is binding and any issue presented to, and ruled on by, the DRC is not otherwise grievable or arbitrable. Then the need arises, the DRC will convene as soon as possible to rule on all disputes that are presented before it. Proceedings before the DRC shall be informal in order to achieve a speedy resolution. A majority of the DRC may discontinue this process and, if the DRC is discontinued, only disputes defined in Article 8 of the MOU may be pursued via the Grievance Procedure.



**LETTER OF INTENT  
MEMORANDUM OF UNDERSTANDING NO. 24  
POLICE OFFICERS, LIEUTENANT AND BELOW  
REPRESENTATION UNIT – 2009-2011**



**ACKNOWLEDGEMENT OF SHARED SACRIFICE**

In order to meet current economic challenges and maintain critical City services for all communities, the Mayor and City Council have promulgated a policy of shared sacrifice, asking the City's labor partners to fully engage in confronting an historic budget shortfall. The Mayor and City Council are committed to ensuring that all City employees share in the collective sacrifice during this time and that all City entities participate equitably.


Throughout negotiations for the 2009-11 MOU, the Los Angeles Police Protective League (LAPPL) has demonstrated its commitment to the long-term sustainability of the City workforce and the services its members provide. The City acknowledges the sacrifice and initiative taken by the LAPPL, and will use the Mutual Gains process to ensure that LAPPL members are treated equitably for the term of the MOU. Therefore, if the City authorizes a compensation increase during the term of this MOU for any City bargaining unit (exclusive of DWP) subsequent to the effective date of this MOU, such increase will also be provided to LAPPL members. In addition, if the August to August Consumer Price Index for Urban Wage Earners and Clerical Workers (United States City Average) exceeds 2% for Fiscal Year 2010/11, the LAPPL may request to reopen the MOU to discuss general salary movement only.

FOR THE LEAGUE:

FOR THE CITY:

Paul Weber  
President



Miguel A. Santana  
City Administrative Officer

10-29-09  
Date

10/29/09  
Date

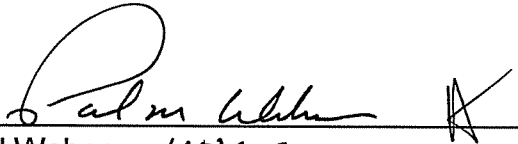
LETTER OF INTENT  
MEMORANDUM OF UNDERSTANDING NO. 24  
POLICE OFFICERS, LIEUTENANT AND BELOW  
REPRESENTATION UNIT – 2009-2011

CODE 7

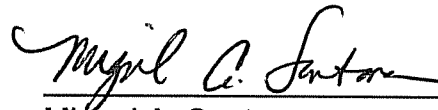
The City agrees to maintain the "No Code 7" pilot program for Los Angeles Police Department patrol and traffic personnel during the term of the 2009-11 MOU. In addition, the City agrees to study the possibility of expanding the "No Code 7" pilot program to other areas of the Department. It is understood that any expansion of the current pilot program must be authorized by the Department and the Executive Employee Relations Committee prior to implementation.

FOR THE LEAGUE:

FOR THE CITY:



Paul Weber 10-29-09  
President



Miguel A. Santana  
City Administrative Officer

10-29-09  
Date

10/29/09  
Date

**LETTER OF INTENT  
MEMORANDUM OF UNDERSTANDING NO. 24  
POLICE OFFICERS, LIEUTENANT AND BELOW  
REPRESENTATION UNIT – 2009-2011**

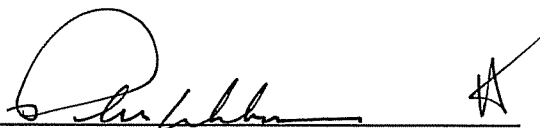
**MISCELLANEOUS AGREEMENTS**


The parties agree to the following in conjunction with the 2009-11 MOU:

- The Los Angeles Police Protective League (LAPPL) agrees to work cooperatively with the City on civilianization efforts within the Los Angeles Police Department (LAPD).
- The LAPPL agrees to consider supporting the implementation of measures to sustain the viability of the Los Angeles Fire and Police Pension System.
- The LAPPL agrees to meet with the City to discuss modifications to the existing Parking and Commute Options agreement.
- The LAPD agrees to review policies and procedures concerning the use of personnel folders/documents in the areas of pay grade advancements, promotions and discipline.
- The LAPD agrees to review policies and procedures concerning the use of videotapes in the disciplinary process.
- The City Administrative Officer agrees to consider a request for additional compensation for members of the LAPD Dive Team.

FOR THE LEAGUE:

FOR THE CITY:

  
\_\_\_\_\_  
Paul Weber                      10-29-09  
President

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

FOR THE DEPARTMENT:

\_\_\_\_\_  
JOSE PEREZ, JR.  
Employee Relations Administrator

10/29/09  
\_\_\_\_\_  
Date

**LETTER OF INTENT  
MEMORANDUM OF UNDERSTANDING NO. 24  
POLICE OFFICERS, LIEUTENANT AND BELOW  
REPRESENTATION UNIT – 2009-2011**

**MUTUAL COMMITMENT TO L.A.'S FUTURE**

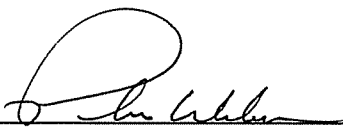
The parties have utilized the Mutual Gains bargaining process to identify measures to achieve significant savings during the term of the 2009-11 MOU in an attempt to mitigate the current fiscal crisis facing the City of Los Angeles. Specifically, the goal is to save \$60 million in Fiscal Year 2009/10 and \$100 million in Fiscal Year 2010/11 from the provisions negotiated in the 2009-11 MOU and any other measures that may subsequently be identified and agreed to by the parties.

The parties agree to utilize the Mutual Gains bargaining process on a continuous basis throughout the term of the MOU to assess the progress towards meeting these savings goals and to identify additional measures if it appears that the savings targets will not be reached.

Additionally, if the City undergoes a catastrophic occurrence resulting in the loss of at least \$100 million to the City General Fund during Fiscal Years 2009/10 and/or 2010/11, the parties shall meet within five working days of the City's declaration of meeting the threshold and use the Mutual Gains bargaining process to address the shortfall.

FOR THE LEAGUE:

FOR THE CITY:

  
\_\_\_\_\_  
Paul Weber  
President

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

10-29-09  
Date

10/29/09  
Date

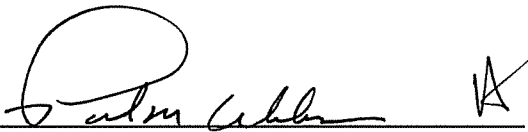
LETTER OF INTENT  
MEMORANDUM OF UNDERSTANDING NO. 24  
POLICE OFFICERS, LIEUTENANT AND BELOW  
REPRESENTATION UNIT – 2009-2011

WORKERS COMPENSATION

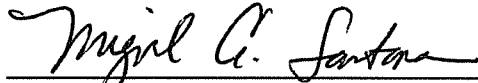
The parties agree that during the term of the 2009-11 MOU, representatives of the City of Los Angeles and the Los Angeles Police Protective League will work cooperatively to explore the use of Alternative Dispute Resolution in the area of Workers Compensation.

FOR THE LEAGUE:

FOR THE CITY:



Paul Weber  
President



Miguel A. Santana  
City Administrative Officer

10-29-09  
Date

10/29/09  
Date